

ALASKA LEGISLATURE COMMITTEE FILES 1991-1992 8672
7543 SENATE LABOR & COMMERCE

COMMENTS TO SB 95

"AN ACT RELATING TO AGREEMENTS BETWEEN A
LABOR ORGANIZATION AND A PUBLIC EMPLOYER."



ASSOCIATED GENERAL CONTRACTORS OF ALASKA

POSITION PAPER

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SB 95 is contrary to the declaration of policy of Alaska's Public Employment Relations Act AS 23.40.070

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SB 95 is contrary to antitrust principles currently expressed in Alaska's statutes.

SB 95 could encourage public employers to undertake high risk construction work utilizing their own employees rather than utilize the private sector.

SB 95 will encourage public employers to enter the high risk fields of construction without the safeguards provided by "contracting out" through the competitive bidding system.

SB 95 will delay construction projects and expose public employers to increased litigation costs.

HISTORY

Alaska's Public Employment Relations Act (AS 23.40.070) confers upon public employees the right to organize and bargain collectively. The Act permits the establishment of bargaining units, it provides for public employees to be represented by a labor organization and allows the employees to vote on whether they want to be represented by a labor organization and if so which labor organization. The Act also describes certain conduct by a public employer, or a labor organization as unfair labor practices. The Act's declared public policy is to promote harmonious and cooperative relations between government and its employees and to

protect the public by assuring effective and orderly operations of government. Importantly, the Act only affects public employees and public employers---private employers and private employees are unaffected by the Act.

SB 95

SB 95 causes the Act to affect private employers and employees. Subsection (e) is confusing.¹ However, the subsection appears to make permissible certain agreements between public employers and labor organizations whereby a public employer could agree not to let any contract to a contractor or subcontractor who does not have a labor agreement with that labor organization. In other words, Alaska's Public Employment Relations Act will now affect the labor relations policies of private sector businesses. If a contractor does not have a labor agreement with any union, or even a particular union, that contractor could be precluded from being awarded a public project.

All or part of SB 95 may violate the National Labor Relations Act (NLRA) and the Sherman Antitrust Act. See attached Plaintiffs' Motion for Summary Judgment, ABC v City of Seward, Case No A91-001 Civil (U.S. District Court, Alaska). While the NLRA does not affect public employees and public employers, SB 95's impact on private sector employees and employers may be an impermissible intrusion into an exclusive federal area.

More important is the apparent change in state policy contained in SB 95. As presently written, SB 95 will permit a labor organization and a public employer to negotiate an agreement without showing that the labor organization represents a majority of present or prospective employees. Further the agreement can dictate the labor policy of private employers with whom that particular labor organization may not have any relationship. These provisions are contrary to the purposes set forth in the current Act (See AS 23.40.070); and contrary to Alaska's "Antitrust Act." See AS 45.50.562-45.50.596.

SB 95 may affect existing public employer/union agreements and more public employers may take the role traditionally performed by construction contractors in constructing and maintaining Alaska's infrastructure. Subsection (d) will allow a public employer to

¹What is the meaning of the following? "However, the public employer shall retain the right to control the means, manner, and standards of performance of all employees engaged in work or employed on projects covered by the agreement." Does this mean the public employer can control the standards of performance for a contractor's employees?

enter into an agreement with a any union covering construction or maintenance. Thus a public employer can negotiate an agreement with a union who does not represent any of its current employees. The agreement can provide that the union will refer the workers on an as needed basis. The public employer may find this a convenient way to hire part time people or terminate existing relationships with other unions.

Public employers may rely on construction unions to supply them with labor on an as needed basis outside the existing public employee relations act and the procurement code. This option may encourage public employers to undertake construction projects without the benefits normally found by "contracting out." These benefits include a hard-dollar contract, performance and payment bond protection for subcontractors and suppliers, and the competitive bidding process.

Finally, at the bargaining table, public employers may find unions insisting upon work provisions affecting private employers. Because it will no longer be an unfair labor practice the public employer may have difficulty refusing to bargain over such a provision; however, the provision may still be unlawful. Most importantly, the public will suffer while projects are delayed by litigation.

In a recent suit, a City of Seward project is being delayed while this very issue is being litigated. The suit was filed in Federal Court and the plaintiffs allege in part that such an agreement violates the NLRA, the Sherman Antitrust Act, and their civil rights. See attached Motion for Summary Judgment. These allegations are proper even if SB 95 were passed because SB 95 will not affect the federal law. Thus, the passage of SB 95 may encourage unlawful acts by public employers, delay the award of public projects, and increase a public employer's litigation costs.

SUMMARY

SB 95 is a dramatic departure from the Alaska Public Employment Relations Act. Passage will affect: labor relations between public employers and existing public labor organizations, contractual relations between state agencies or political subdivisions and contractors; and labor relations between private contractors and their employees. Such a departure from existing law and policy should not be taken without a clear statement of policy to explain the change. Finally, SB 95 will probably not accomplish the aim of its backers because of federal law. At a minimum, all hearings on SB 95 should be postponed pending a final ruling in ABC v. City of Seward.

Many supporters of SB 95 contend it is somehow related to "local hire." It has nothing to do with local hire---SB 95 will allow labor organizations to dictate terms and conditions of employment to private employers by bargaining with a public employer. Exceptions to Alaska's Antitrust Act and Public Employment Relations Act should not be made to accommodate a "possible" solution to local hire. There are many ways to address local hire without abrogating existing principles of law.

 FAX TRANSMITTAL MEMO
 TO: Bob Ward
 DEPT: _____ FAX #: 913-4480
 FROM: Jim Lawe PHONE _____
 CO. AGC FAX # _____
 Post-It brand fax transmittal memo 7671

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THE ALLIANCE

4220 'B' Street, Suite 200 / Anchorage, Alaska 99503-5911

FACSIMILE TRANSMITTAL SHEET

TO: SENATOR DRUE PERCE

FAX NUMBER: 463-5352

FROM: BILL WEBB

The Alliance
4220 B Street; Suite 200
Anchorage, AK 99503-5911

DATE: 3/22/91

SPECIAL INSTRUCTIONS: _____

OUR LETTER RE: CS/SB 95 FOLLOWS.

WOULD LIKE TO DISCUSS WITH YOU.

THANKS!
Bill

PLEASE FIND 2 PAGES TO FOLLOW THIS TRANSMITTAL SHEET.
IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION, PLEASE CALL
(907) 563-2226



THE ALLIANCE

4220 'B' Street, Suite 200 / Anchorage, Alaska 99503-5911 / (907) 563-2226 / FAX 561-8870

Randall Kowalko - President

March 22, 1991

Robert Gardner - Vice President Policy
ENSR Consulting & Engineering

Gordon Stevens - Vice President Events
Fluor Daniel Alaska

James Udelhoven - Vice President Admin.
Udelhoven Oilfield Systems

Lowell Humphrey - Secretary
ComRim Systems

Craig Duncan - Treasurer
Price Waterhouse

Chuck Becker - Director
MIA Consultants

Bill Bonnell - Director
Perkins Coie

Milton Byrd - Director
Charter College

Sally Ann Carey - Director
Crowley Maritime Corporation

David Dorsey - Director
Sea-Land Freight Services, Inc.

Jim Drake - Director
Ditch Witch of Alaska, Inc.

David Haugen - Director
Lynden, Inc.

Martin King - Director and
Fairbanks Chapter Chair
Irish Trucking

Raymond Latcham - Director
NORGASCO, Inc.

Joe Mathis - Director
NANA Development Corp.

William McLaughlin - Director
Cold Weather Contractors, Inc.

Val Molyneux - Director
Norcon, Inc.

Wesley Nason - Director
H.C. Price Construction Co

Mary Shields - Director
Northwest Technical Services

Ross Thompson - Director
Peak Oilfield Services

Bill Frazer - Peninsula Chapter Chair
Walters & Olson, Inc.

William Webb - Staff
General Manager

Jennifer Johnston - Staff
Issue Advocacy Manager - ANIWR

Barbara Webb - Staff
Administrative Assistant

Kathryn Huseman - Staff
Office Assistant

The Honorable Drue Pearce
Alaska State Senate
Post Office Box V
Juneau, Alaska 99811

RE: CS for Senate Bill 95 / HB 223

Dear Senator Pearce:

The Senate Labor and Commerce Committee now has before it CS for Senate Bill 95. Our organization adamantly opposes this bill.

Purpose of bill is stated as "... to enable the state or a political subdivision of the state to structure labor relations at the job site of a public construction project in the interests of industrial harmony and to permit public agencies to make optimal use of their construction resources."

We first must question what problem the sponsors of this legislation are trying to fix? What is broken? Have there been disruptions to public construction projects due to labor strife? Is industrial harmony a problem ... for whom? Will "optimal use of their construction resources" be achieved by mandating that all contractors working on public projects be union and work under a project labor agreement that has been negotiated by and will be administered by state government employees rather than the employer? Is the best and final solution to a labor dispute state administered binding arbitration?

This legislation simply makes the state government union organizers and labor relations representatives. Why is this desirable or needed?

Alaska Support Industry Alliance

... for responsible economic development

FROM THE ALLIANCE 000 08/22/90 15:04 P. 2

Senator Drue Pearce March 22, 1991 Page Two

Quite frankly, we could write a book on what is wrong with these three pages of proposed legislation. Chapter titles would include:

Government's appropriate role in running private sector companies.

American's rights to choose representation by labor organizations.

Costs of negotiating and administering project labor agreements and Alaska's fiscal gap.

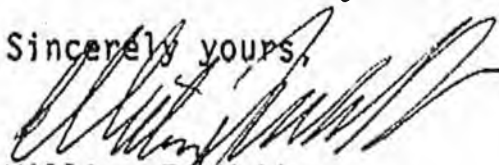
Why Alaska should not be the first state to drive non union employers out of the state.

Ethics and Common Sense in government.

The Alaska Support Industry Alliance strongly objects to every word in CS for SB 95 and its companion bill HB 223. This is very likely a candidate for the worst legislation award. It has absolutely no merit. We recommend that no further action be taken on this bill.

Should you need additional information as to why we consider this bill utter nonsense, please contact the undersigned or any member of our organization.

Sincerely yours,



William F. Webb
General Manager

APR 23 1991

ROD - KEEP



**United Association of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry**

PLUMBERS & STEAMFITTERS LOCAL UNION NO. 367

610 W. 5TH AVENUE • ANCHORAGE, ALASKA 99518

DARRELL SMITH, BUSINESS MANAGER

PHONE (907) 562-2810



April 19, 1991

Senator Drue Pearce
P.O. Box "V"
Juneau, Alaska. 99811

Re: Senate Bill #95.

Senator Pearce:

This letter is being sent to encourage your support of S.B.#95.

Project Labor Agreements will allow the State a legal means of using Alaskan contractors and Alaskan workers on State and/or Municipal projects. This legislation is not mandatory. It allows State Agencies and local governments to enter into agreements when they find it to be in their best interests, the same way you or any other project owner would do in the private sector. Unfortunately, there are some who have blown this concept completely out of proportion.

I find it difficult to understand why anyone, especially an elected representative of the State, would oppose legislation that has the potential of placing Alaskan workers and Alaskan employers on Alaskan financed projects.

Most of the opposition appears to be from the Associated General Contractors who seem to be influenced by out-of-State contractors who don't like the idea of employing Alaska residents.

Possibly, the AGC has concerns of having to deal with the Unions. I would like to point out that the Unions are not monsters out to gobble up everything and everyone in their path. We are quite simply business managers attempting to secure employment opportunities for our membership.

Senator, we are both aware of the blatant abuses of Alaskan hire by the Oil Companies on the North Slope and the hiring practices of the Japanese in the fish processing plants through-out the State. Unfortunately, this legislation won't effect projects such as the above, but it's a step in that direction.

As an elected representative of the State of Alaska I should think that you would view this legislation with an open mind and a positive attitude towards creating employment opportunities for your unemployed constituents.

As a thirty-six [36] year resident I feel a Bill such as this is long over due. I, like many other "true" residents of this great State are sick and tired of being unemployed at a time when hundreds of jobs are being manned by out-of-State workers.

PLA's do work. A most recent example is the Bradly Lake Hydro-Electric Project. The State mandated local hire on this project which was ruled unconstitutional by the Supreme Court. Through the negotiated PIA the local hire was continued and successful. The project was completed on schedule and under budget.

There was a PLA negotiated for the Air Force Backscatter Radar project to be built North of Glennallen. It too, mandated not only local hire but included Native hire and training as well. Unfortunately, the project was cancelled.

Again, if the State wants a legal means of achieving local hire it can be accomplished through the use of Project Labor Agreements.

I urge your support of this important Alaskan Hire Bill.

Respectfully,



Darrell F. Smith
Business Manager
U.A. Local 367

FEB. 21 1991

International Brotherhood of Electrical Workers
Local 1547

2702 DENALI STREET
ANCHORAGE, ALASKA 99503-2779

TELEPHONE (907) 272-6571 DISPATCH (907) 276-1547 FAX (907) 276-1963

GARY BROOKS
BUSINESS MANAGER • FINANCIAL SECRETARY

VERN C. "BOB" GARRISON
PRESIDENT



bat file

February 14, 1991

Drue Pearce
P.O. Box V
Juneau, Alaska 99811

Dear Drue:

It was a pleasure meeting with you this past weekend and having the opportunity to explain the International Brotherhood of Electrical Workers, Local Union 1547's ("IBEW") position regarding Senate Bill 95. I believe such enabling legislation will not only afford the State of Alaska the ability to secure the best possible terms and conditions under which to construct state-funded capital projects, but also provide the ability to insure Alaskans the first possible opportunity for employment on those projects.

I look forward to the opportunity to meet and further discuss the legislation as SB-95 progresses through the process. I stand prepared to answer any questions you may have after review of the analytical information provided by Senator Rodey's office.

Again, it was a pleasure to visit with you and I wish you a very productive 17th legislative session.

Very truly yours,

Gary Brooks
Business Manager

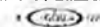
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I.B.E.W. NEWS

February 1991

The Official Publication of Local Union 1547



Volume XIII

PROGRESS - POLITICS - PROMISE

Gary Brooks



The 102nd Congress, which convened January 3, 1991, faces a carry-over list of unfinished business on work-related legislation from the previous Congress, the promise of a major, new initiative in the area of occupational safety and health, and intensified pressure from organized labor to provide job protection to workers who go on strike. Optimistic union officials who see a slight improvement in the political landscape for labor as a result of last November's election also expect the

Democratic leadership to place a high priority on overcoming President Bush's objections to civil rights and family and medical leave legislation, on examining proposals to reform the nation's health care system and on considering necessary modifications to the 1989 law that increased the minimum wage.

Despite Bush's perfect veto record, organized labor enjoyed many victories including Bush's approval of legislation to raise the minimum wage, establish health and safety standards for child care, protect the retirement assets of workers whose pension plans are terminated, prohibit discrimination against the disabled and older workers and prohibit U.S. air carriers from using foreign workers during a strike.

Alaska's 17th Legislature convened on January 21, 1991 and also faces a carry-over list of unfinished business on labor-related legislation from the previous session. IBEW is back before the State Legislature with a request to fix a loophole in the state's overtime law which permits certain employers to work employees seven consecutive days without paying overtime. We have proposed to redefine "work week" so that it consists of any consecutive seven-day period that an individual works, regardless of what day of the week the seven-day shift begins. Now, if an employee begins work on Wednesday and the employer's work week is technically Monday through Friday, the employee can be worked from Wednesday through the following Tuesday without overtime paid for the sixth and seventh days because they will fall into a separate "work week."

We are again working to secure passage of camp bill legislation which would require adequate living quarters be provided workers when state-funded projects are located in rural areas where such facilities are not otherwise available.

But, more importantly, we are again attempting to secure

passage of a bill that would permit the state to enter into pre-hire agreements with single labor organizations or multi-trade associations that, if passed and implemented, would prohibit contractors from bidding state-funded construction work in the absence of union signatory status. This particular piece of legislation is, without a doubt, the single most important bill before the Legislature from labor's construction industry affiliates' perspective and, if passed, could truly change the fate of people working in Alaska's construction industry forever. The beauty of the bill is that it promises to secure for Alaska a legal means to insure local hire. The local hire would be predominately union for sure but, with passage of this bill, the state would have granted itself authority to enter into collective bargaining agreements with unions which could require all contractors to secure their employees exclusively through union hiring halls. When you consider the millions of dollars that are taken out of Alaska annually by non-resident workers and non-resident contractors, this bill, if passed, could be a major victory.

Similar pre-hire legislation was passed last year by the City of Seward which facilitated the negotiation of an agreement between Seward and Local Union 1547 with the same effect. Only contractors signatory to an IBEW agreement can be qualified to bid on the Lawing to Fort Raymond 115KV transmission line under an addendum to the Seward/IBEW collective bargaining agreement. Unfortunately, but as we predicted, our agreement with Seward has been attacked by Aaron Downing, Irby Construction Company, Associated Builders and Contractors, and Associated General Contractors in a lawsuit recently filed in U.S. District Court. Downing has also attacked our subcontracting agreements with Chugach Electric Association, Inc. and Homer Electric Association, Inc. with National Labor Relations Board unfair labor practice charges. Although we are deadly serious about these challenges, we did an enormous amount of preparatory work before we initiated these projects and are thus optimistic that we will prevail.

With the economy pulling out of its previous several year slump, I feel we can begin to look forward to an increase in construction in Alaska. Although we remain skeptical, we are nonetheless optimistic that our new Governor's emphasis on construction should operate to enhance this trend. For the first time in several years, we have negotiated package increases to our Outside Construction agreement and are underway with negotiations for our Inside Construction agreement. Although the work picture has not rebounded as strongly for our Inside electrical industry, we are hopeful that at least we can achieve some long overdue gains for our members working under our Inside Agreement.

In an effort to deal more effectively and forcefully with our upcoming utility elections, we have retained Tom Begich in sufficient time to prepare detailed and constructive plans to insure the success of our endorsed candidates. Likewise, we intend to take an active

(continued on page 2)

Continued from page 1

role in insuring the successful election of Red Boucher to the Anchorage Municipal Assembly seat vacated by Pat Parnell. More so now than ever, it is absolutely crucial that we reelect not only our friends but those people who have been the lonely voices of reason on the Anchorage Assembly over the past few years.

Since early December 1990, we have been embroiled in yet one more battle with Tom Fink and the Municipality of Anchorage. Both the Municipal Light and Power and Anchorage Telephone Utility collective bargaining agreements expired December 31, 1990. Negotiations were essentially useless and, in short order, we found ourselves involved in the very complex and time demanding fact-finding/interest arbitration process on behalf of both utilities. We have completed the first phase of fact-finding and, as we predicted, received a very favorable report from the fact-finder. The Municipality's demand for concessions was not recognized as legitimate by the fact-finder nor were the Municipality's proposals to gut the agreements sustained. The second stage of fact-finding was completed in mid-January 1991 and we now await the fact-finder's final decision. Based upon what he recommends in his order, we will then be required to submit last and best offers. He will then select and build two new utility agreements on an article-by-article basis from the parties' respective proposals. The problem is the administration's lack of respect for the process and its claim that, regardless of how well we do in fact-finding and arbitration, Mayor Fink will be successful in getting the Assembly to reject the arbitrator's decision and force both ML&P and ATU to strike. We are concerned that the Assembly may be unable to resist public pressure to slash municipal wages. We still hold out hope that, as long as the fact-finder's decision is well-researched and reasonable, the Assembly will make the just decision regardless of how tough or politically unacceptable that decision might be.

After doing battle with the City of Ketchikan over its decision to

ASBESTOS ABATEMENT TRAINING AND CERTIFICATION PROGRAM

Alaska Quality Control and Technical Services, LTD. is offering an Asbestos Abatement Training and Certification Program.

Schedule of Classes for 1991:

February 11-15

May 20-24

August 5-9

November 18-22

Two to sixteen hour training short courses are also available for maintenance staff employees.

The Registration fee of \$550.00 includes all necessary course material. Registrants will be permitted to attend the program only if payment has been received prior to the start of the courses. To register, or find out additional information, please call (907) 561-2400 or (907) 562-6443.

lay off its local directory assistance operators in 1987, IBEW has finally proved its case before the Alaska Supreme Court. The Superior Court's decision in favor of Ketchikan Public Utilities was overturned; the arbitrator's award in favor of IBEW was reinstated. KPU filed for rehearing before the Supreme Court, but was successful in convincing the Supreme Court to change its mind, which means that, in the near future, the KPU telephone operators would be able to look forward to reinstatement and back pay to June 1987. Likewise, our dispute with the Municipality over the appropriate pay rate for our ML&P mechanics has finally been resolved in IBEW's favor in a dispute that began as early as 1986.

In all, this year begins as one truly full of promise. When I wrote my first Business Manager's report in late 1987, the Local Union's finances bordered on disaster and we spent more time fighting amongst ourselves than championing the rights of the membership. Since that time, IBEW has regained its internal stability and financial health. We have put together one of the finest, dedicated, and talented staffs this Local has ever employed. And, IBEW has rightfully reclaimed its place as one of the most powerful and effective labor organizations in the state. We have become an effective voice in Juneau and other unions look to us for strength and direction. Interest in joining our ranks mounts around the state and I have found it necessary to direct Barbara "B.J." Jewell full time to organizing. We are making contract gains during negotiations in both our utility and construction agreements. And, we are becoming more adept at using the kinds of sophisticated tools that our enemies have used against us without effective resistance for so many years. There is cause now for optimism. And let us reflect upon how fortunate we are with thanks and appreciation for the dedicated men and women in the Persian Gulf. For it is those men and women we must thank for the continued opportunity to safely pursue our dreams and goals here at home in the United States and Alaska.

★ ATTENTION MEMBERS ★

As mentioned in the last IBEW NEWS, the Local Union Examining Board is in the process of updating the questions to be used in the Journeyman examinations and are soliciting input from the membership.

If you have recommendations for questions that should be included on any examination please submit them. Send the proposed question with the correct response, including your name and telephone number to:

Examining Board
IBEW Local Union 1547
2702 Denali Street
Anchorage, AK. 99503

NOTICE OF APPRENTICESHIP OPPORTUNITY

The NECA/IBEW Apprenticeship program is intending to indenture some new apprentices in the Lineman, Wireman (Electricians), and Telephone trades. The Apprenticeship Committee will accept applications for apprenticeship beginning March 1, 1991 and ending September 30, 1991 from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Applications may be filled out at the Electrical Apprenticeship

School located at 5144 East 22nd Street, Anchorage, or at the Fairbanks School located at 4782 Dale Road. The necessary information for each application must be completed by the September 30, 1991 deadline to be considered for next year's class.

If you have any questions about the apprenticeship program, please call the Anchorage School at (907) 337-9508 or the Fairbanks School at (907) 479-4449.

Winter 1991

No "Prevailing Wages" On City Required Improvements For Private Development

Washington law specifies minimum wage levels that must be paid on "public work" projects. These "prevailing wage" rates are established by the Department of Labor & Industries based on wages and benefits paid to a majority of workers in a given trade in the largest city of the county where a project is located. These rates are often above the market average, and a subcontractor has recently succeeded in arguing that they need not be paid on city required improvements that are part of a private development project.

The case involved construction of a regional shopping mall in the City of Bellingham. To obtain a building permit, the developer was required to construct street improvements, traffic controls, and storm drainage. These improvements would be dedicated to public use and would be maintained by the City. The construction work was subcontracted to a company selected by the developer.

The City never called for competitive bids on this work. Neither did the City insist upon the procedures for bonding or retention that would have been required if the improvements had been treated as a public work. Nonetheless, the Department of Labor & Industries sent out a notice of violation upon learning that the subcontractor paid less than the "prevailing wage" for public work projects.

The City of Bellingham and the subcontractor both appealed from the notice of violation, and a hearing was held before an administrative law judge. The Department argued that improvements built to City specifications for public use were effectively a "public work". The appellants emphasized, however, that no public funds were used.

The administrative law judge was persuaded that the private development project did not fall within the statutory definition of "public work". After reviewing this decision and its supporting record, the Department's Director issued an order dismissing the notice of violation.

The prevailing subcontractor was represented by Oles, Morrison & Rinker. —

Truck Haulers To Federal Construction Sites Required To Pay Davis-Bacon Wages

We have previously reported on efforts to expand application of the Davis-Bacon Act on federal construction contracts (see *News & Views*, Vol. 2, No. 4). Recently, a federal trial court in the District of Columbia held that truck drivers who haul materials from commercial suppliers to a federal construction site are entitled to "prevailing wages" under this act. The holding was based upon a conclusion that such drivers were employed to "perform tasks required or involved in the completion of the work."

The case involved Midway Excavators, Inc., a prime contractor on eleven federal construction projects between 1978 and 1990. Operating through a wholly owned subsidiary, Midway used trucks and drivers to haul asphalt, gravel and equipment from various independent suppliers to federal construction sites. The drivers did no work on those sites and performed services to other federal and non-federal jobs. On these facts, the U.S. Department of Labor determined that the drivers were covered by the Davis-Bacon Act (establishing minimum "prevailing wage" rates).

Midway sought review of this decision by the Wage Appeals Board. That Board held that the drivers were equivalent to independent material suppliers and were therefore not subject to Davis-Bacon requirements. The Building and Construction Trades Department of the AFL-CIO appealed the ruling to the U.S. District Court for the District of Columbia.

The District Court reversed, holding that the Wage Appeals Board's decision was arbitrary and capricious because it did not address regulations promulgated by the Department of Labor. Midway sought review by the U.S. Court of Appeals.

The appellate court affirmed the trial court's conclusion that the Board's decision had been arbitrary and capricious. The case was, however, remanded to consider Midway's argument that the Department of Labor's regulations were an improper attempt govern wages paid to off-site employees who are not covered under the terms of the Davis-Bacon statute.

Bob -
See below -
Cliff

On remand, the District Court rejected Midway's argument. According to the court, the Davis-Bacon Act "clearly indicates" that workers employed by federal contractors are entitled to "prevailing wages" whenever their tasks are necessary and dedicated exclusively to performance of a government contract. Because Midway's drivers were dumping materials at federal sites and because their hauling activity was dedicated to this purpose, they were found to be performing "substantial" work on the site.

Midway has again filed an appeal from the District Court's decision. In the interim, the Department of Labor is likely to maintain its position that hauling of materials and equipment from independent suppliers to federal construction sites is covered by the Davis-Bacon Act. —

Court Invalidates Boston Harbor Union Hire Agreement

In May 1989, the State of Massachusetts finalized a massive project for a clean-up of Boston Harbor. The project calls for ten years of work at a cost of \$6.1 billion. A Project Labor Agreement was negotiated between employers, unions and the state. In a recent decision by a three judge panel the U.S. Court of Appeals for the First Circuit invalidated this agreement because its attempt to establish a "union only" restriction was impermissible under the National Labor Relations Act (NLRA). However, on January 3, 1991 the entire court withdrew the panel's decision and set the case for reargument before the entire Court on February 4, 1991.

Modeled after the Alaska Pipeline Agreement, the Boston Harbor Project Agreement required all contractors to sign a project labor agreement and to hire workers through union halls. Non-union workers had to join a union within seven days of hiring, and the entire project is covered by Massachusetts pre-

OLES, MORRISON & RINKER, LAWYERS

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Columbia Center
701 Fifth Ave.
Seattle, WA
98104-7007
(206) 623-3427

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APR 10 1991

For A Free Estimate Call: 345-7800



AAA FENCE

4021 Rabbit Creek Rd. • Anchorage, AK • 99516

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

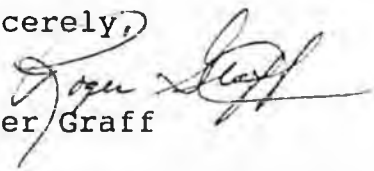
AAA Fence, Inc. is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management an the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,


Roger Graff

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

CORRECTION

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

Winter 1991

No "Prevailing Wages" On City Required Improvements For Private Development

Washington law specifies minimum wage levels that must be paid on "public work" projects. These "prevailing wage" rates are established by the Department of Labor & Industries based on wages and benefits paid to a majority of workers in a given trade in the largest city of the county where a project is located. These rates are often above the market average, and a subcontractor has recently succeeded in arguing that they need not be paid on city required improvements that are part of a private development project.

The case involved construction of a regional shopping mall in the City of Bellingham. To obtain a building permit, the developer was required to construct street improvements, traffic controls, and storm drainage. These improvements would be dedicated to public use and would be maintained by the City. The construction work was subcontracted to a company selected by the developer.

The City never called for competitive bids on this work. Neither did the City insist upon the procedures for bonding or retention that would have been required if the improvements had been treated as a public work. Nonetheless, the Department of Labor & Industries sent out a notice of violation upon learning that the subcontractor paid less than the "prevailing wage" for public work projects.

The City of Bellingham and the subcontractor both appealed from the notice of violation, and a hearing was held before an administrative law judge. The Department argued that improvements built to City specifications for public use were effectively a "public work". The appellants emphasized, however, that no public funds were used.

The administrative law judge was persuaded that the private development project did not fall within the statutory definition of "public work". After reviewing this decision and its supporting record, the Department's Director issued an order dismissing the notice of violation.

The prevailing subcontractor was represented by Oles, Morrison & Rinker. —

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Midway sought review of this decision by the Wage Appeals Board. That Board held that the drivers were equivalent to independent material suppliers and were therefore not subject to Davis-Bacon requirements. The Building and Construction Trades Department of the AFL-CIO appealed the ruling to the U.S. District Court for the District of Columbia.

The District Court reversed, holding that the Wage Appeals Board's decision was arbitrary and capricious because it did not address regulations promulgated by the Department of Labor. Midway sought review by the U.S. Court of Appeals.

The appellate court affirmed the trial court's conclusion that the Board's decision had been arbitrary and capricious. The case was, however, remanded to consider Midway's argument that the Department of Labor's regulations were an improper attempt to govern wages paid to off-site employees who are not covered under the terms of the Davis-Bacon statute.

Bob -
See below -
Cliff

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vailing wage laws. Strikes and lockouts were prohibited, and jurisdictional disputes between unions were subject to mandatory binding arbitration by a named arbitrator.

The federal trial court in Massachusetts refused to enjoin implementation of the agreement, finding that harm to non-union contractors was outweighed by consequences of delay to the harbor clean-up. A panel of the appellate court held, however, that the agreement could properly be set aside because it infringes on the federal pre-emption by which the NLRA provides the exclusive procedure for determining questions of union representation and collective bargaining.

If the decision stands, one can expect to see increased challenges to project agreements in which unions and employers impose "union only" requirements on state projects. —

Court Strikes Down Requirement To Accelerate Repayment Of Apprenticeship Loans When Trainees Join Non-Union Companies

A federal court in Colorado has ruled that a union training fund was not entitled to require early repayment of apprenticeship loans from trainees who took jobs with non-union employers.

The case involved the Sheet Metal Workers' National Training Fund, which provides loans for participants in its apprenticeship program. The Fund allowed trainees to repay their loans over a ten year period, except that a full repayment was due upon demand if the trainee began working for a non-union employer.

The court held that this system impermissibly discriminated against persons who took jobs with non-union employers. —

U.S. Labor Department Proposes Changes For Apprenticeship Standards

The U.S. Department of Labor has issued revisions to its "Labor Standards for the Registration of Apprenticeship Programs". These regulations are intended to expedite and provide uniformity in approval of apprentice training programs.

The Department's proposed revisions include:

1. Increasing from one to two years the minimum term in registered apprenticeship;
2. Redefining criteria for determining which occupations are subject to apprenticeship requirements;
3. Increasing portability of registration, so that employers or multi-employer groups could operate for up to six months in another state or region if they have a validly registered apprenticeship program in their home area;
4. Efforts to increase agency accountability by requiring a statement of particulars when program registration is denied or rescinded;
5. A requirement for periodic review of programs;
6. Increasing flexibility in ratio of apprentices to journeymen, with consideration for the sponsor's capabilities and imposing no fixed ratio other than those required under the Davis-Bacon Act;
7. Establishing benchmark criteria for relationships between instruction hours and grants of advanced standing and awards of completion certificates; and
8. Clarifying procedures for recognition and de-recognition of state agencies which act as program registration authorities on behalf of the U.S. Department of Labor (continuing the principle of uniform standards for all such state agencies).

The Department of Labor is currently reviewing written comments on its proposed regulation changes. The

Building and Construction Trade unions have, however, declared opposition to any modification to the current standards, and they have threatened litigation if the Department adopts its proposed changes. —

Court Allows Labor Department To Increase Use Of Helpers

Effective on February 4, 1991, the U.S. Labor Department plans to proceed with implementation of regulations allowing increased use of helpers on federal construction projects covered by the Davis-Bacon Act. The road to this implementation was cleared when a federal trial court in the District of Columbia dismissed an injunction against the Department.

The regulations define "helpers" as semi-skilled workers who are allowed to use tools of the trade. Helpers can be employed at wages that are lower than for journeymen or for workers in union apprentice programs. The opportunity to use helpers (in areas where their use is a "prevailing" practice) will be welcome to non-union employers and to relatively unskilled workers who are attempting to learn a trade.

Under the Department's new regulations, there can normally be no more than two helpers for every three journeymen, but some variances are possible. There will also be a procedure to add a classification for helpers in Davis-Bacon wage determinations.

As the Department begins to survey for helper use, contractors will be asked to report their numbers of helpers, apprentices and trainees in each craft (together with their wage rates). This data will be collected as part of the Davis-Bacon wage surveys regularly conducted by the Department's regional offices. —

APR 10 1991

For A Free Estimate Call: 345-7800



AAA FENCE

4021 Rabbit Creek Rd. • Anchorage, AK • 99516

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:


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We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,


Roger Graff

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

APR 23 1991

ACCENTS BY CLINT, INC.

Contractor License A-17738

Clint Carper

P.O. Box 2568

Palmer, Alaska 99645

(907) 745-7435

April 15, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
PO Box V (MS 3100)
Juneau, AK 99811

Re: CS SB95

Dear Senator Pearce:

Accents By Clint, Inc., is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

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We strongly urge you to consider the negative consequences of this ill-advised and unnecessary legislation and ask that you not support it.

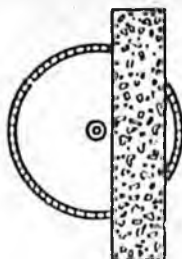
Sincerely,

Clint Carper

Clint Carper, President

cc Senator Jay Kerttula

MAR 25 1991



**ALASKA
CONCRETE
SAWING, INC.**

6831 DeBarr Road
Anchorage, AK 99504
Phone: (907) 338-3300
FAX: (907) 338-7162

March 21, 1991

Senator Rick Halford
P.O. Box V
Juneau, AK 99811

RE: CS SB 95

Dear Senator Halford:

Regarding CS SB 95, I am opposed to this bill for a number of reasons. Not only does this bill raise serious legal questions, it will raise the cost of construction to the State by limiting competition, delaying projects and increasing litigation.

As an open shop, several of our non-union employees could face loss of jobs and force ACS, Inc. to hire unskilled labor in our highly specialized, high risk field.

Although these arguments are only the tip of the iceberg, they are more than sufficient reason to kill this bill.

We strongly urge you to vote against CS SB 95.

Sincerely,

ALASKA CONCRETE SAWING, INC.

David L. Ballard
President

cc: Senator Drue Pierce
Chairperson, Labor and Commerce Committee

MAR 20 1991

JUNEAU OFFICE:
P.O. Box 21822
Juneau, AK 99802
(907) 586-2302



FAIRBANKS OFFICE:
P.O. Box 81050
Fairbanks, AK 99708
(907) 479-6550

ALASKA DEVELOPMENT SERVICES, INC.

March 18, 1991

Senator Drue Pearce, Chairman
Senate Labor and Commerce Committee
P.O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pearce:

Alaska Development Services, Inc is an Alaskan company that has been contracting since 1985. We are a relatively small company that employs approximately 50 seasonal employees each construction season. We have and will continue to hire 100% Alaska local hire.

Senate Bill 95 would possibly force us to hire union - something we don't believe in (not union - but being forced to hire union). It also would be directly against our local hire practices. We predominantly work in remote villages of which there is no local union members in fact all villages I have worked in hate unions. We would be forced to either bring union members in or force the local people to join the union. Needless to say neither situation is acceptable.

I urge you to let this bill die in committee.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Justin D. Swift', written in a cursive style.

Justin D. Swift
Secretary/Treasurer

cc: Senator Eliason
Senator Kertula
Senator Collins
Senator Halford

APR 3 1991



ALASKA INDUSTRIAL ELECTRIC

P.O. Box 264 Homer, Alaska 99603
(907) 235-6977

April 1, 1991

Senator Drue Pearce, Chairman
Senate Labor and Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

RE: SB 95

Dear Senator Pearce:

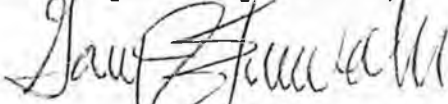
We would like to take this opportunity to express our concern with the above referenced legislation. Alaska Industrial Electric is an open shop construction contractor and we feel SB 95 has the potential to put contractors like us out of business.

In our opinion this bill would reduce competition, which in turn, would increase construction and construction management costs needlessly. More importantly, we believe the bill will also increase Alaskan unemployment, especially among non-union workers and deny these people the opportunities to support their families.

Not only are we concerned with the legal questions this bill would raise but also the moral obligations of the State of Alaska to its people.

We would appreciate it if you would consider the ramifications of this bill to all Alaskans and decide not to give your support to SB 95.

Thank you for your time,



Gary J Trieweller
Owner

cc: file
Virginia Collins
Dick Eliason
Rick Hallford
Jay Kerttula



649 W. 54th Ave.
P.O. Box 233769
Anchorage, Alaska 99523-3769
(907) 562-2792 • TELEPHONE
(907) 562-4179 • FACSIMILE

Letter No. AIC-91-062

March 19, 1991

STATE OF ALASKA
SENATE OFFICES
P.O. Box V Rm. 101
Juneau, AK 99811

Attn: Senator Drue Pearce
Chairman - Labor and Commerce

Subject: Senate Bill No. 95

Senator Pearce:

The passage of CS SB-95 will severely impact the goals of competitive bidding. We further believe that in this era of limited State capital budgets, the State needs to maximize the benefits of all of the these projects to all of the licensed Alaskan contractors, union and non-union alike.

This bill as proposed in section "C", giving the State or political subdivision substantial control of jobsite labor relating to standards of performance of the contractors employees will create a legal nightmare. In all honesty, a prudent contractor will not enter into such an agreement that will effect his efficiency and project management.

This attempt to sell union hire dispatch as the only alternative to local hire is destined for a long, protracted legal challenge in both federal and state courts. The bill will certainly delay construction projects and ultimately expose the public to increased construction costs due to litigation and a limited number of bid responses.

SB-95 is counterproductive and not in the best interests of the residents of Alaska or interested contractors and should not pass the Senate Labor Committee as proposed.

Sincerely,

ALASKA INTERSTATE CONSTRUCTION, INC.

John W. Peterson
Chief Estimator

JWP:rt

APR 17 1991

Alaska RoadBuilders
44990 Ridgeway Road
Soldotna, AK 99669
Phone: 907-262-9140
Fax: 907-262-1213

April 16, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

RE: CS SB95

Dear Senator Pearce:

Alaska RoadBuilders is an open shop construction contractor in the State of Alaska. We feel this legislation, referenced above, allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into voluntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

Senator Drue Pearce
April 16, 1991

Page 2

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We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,



Blake G. Hardina
Manager

BGH/ksj

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

APR 5 1991

FOD

ALAGNAK, INC.
P.O. Box 1275
Kodiak, Alaska 99615

March 29, 1991

Senator Druc Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3109)
Juneau, Ak 99811

Subject CS SB95

Dear Senator Pearce:

Alagnak, Inc. is a contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations in public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

Second, the political agency and the labor organization could refrain from doing business with a contractor, subcontractor, or other person. In essence, this provision might allow an innocent party to be "blacklisted" from bidding on work subject to a project labor agreement.

Third, wage rates and fringe benefits are defined in the Davis-Bacon Act, and ensure that all Contractors, Union or Non-union, pay the appropriate wages and benefits. If the public sector undertakes to reach Project Agreements with the Unions and to make those agreements binding on Contractors bidding and performing State funded projects, our current process of bargaining with these Unions will be subverted which is an integral part of our competitive bid process and free market economy.

Sincerely,


Fred C. Brechan
Chairman

ALCAN BUILDERS, INC.
General Contractors
P.O. Box 323
FAIRBANKS, ALASKA 99707

Memo

LETTER

(907) 456-1383

Date 4/2/91

APR 6 1991

Subject CS SB 95

To Senator Drue Pearce
Senate Labor and Commerce Committee
Alaska State Legislature
P.O. Box V(MS3100)
Juneau, Ak99811

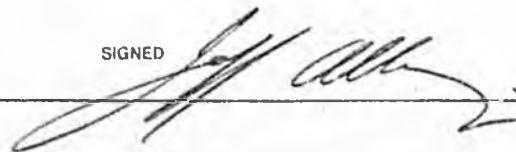
Dear Senator Pearce,

This proposed Bill violates my constitutional rights and insults the intelligence of Alaska's people. This is an attempt to lock up public monies for those elite few we all know as, unionized employees. How can an American in good conscience propose such a Bill as this?

Please reply

No reply necessary

SIGNED



APR 29 1991



FAX (907) 562-4714
PHONE (907) 563-1911

4900 FAIRBANKS STREET
ANCHORAGE, ALASKA 99503

April 24, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, Alaska 99811

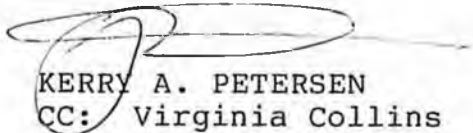
SUBJECT: CS SB 95

Dear Senator Pearce:

Please find attached our comments regarding proposed legislation above referenced.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely yours,



KERRY A. PETERSEN
CC: Virginia Collins
Dick Eliason
Rich Halford
Jay Kerttula
Curt Menard
Pat Rodey

Paint	Varnish	Cabinets	Appliances	Custom Cabinets	Vanities	Countertops			
	Marlite Paneling	Tools	Thinners	Adhesive	Wall Paper	Vinyls	Floor Tile	Carpet	Linoleum
		Formica Tops	Acoustical Tile and Mechanical Systems			Glass	Mirrors	Ceramic Tile	
		Plastics	Windows	Store Fronts	Window Wall	Curtain Wall			

Menard Bill is Ill-Advised

Imagine that you live in a rural area and that you have an aching tooth. The nearest dentists are in the large town down the road a distance. Since you are on a limited budget you select the least expensive qualified dentist. At the appointment, you advise the dentist that you do not want the regular staff to work on your tooth; in fact, you have personally hired your local neighbors to do the work. Furthermore, you inform the dentist that he must pay wages to them in the amount you promised and that he personally must guarantee and insure their work. He inquires why. You respond that your neighbors were out of work and they they needed some employment. He inquires if they are qualified. You respond that you don't know but if he doesn't like the arrangement, you will take your business elsewhere. Of course the dentist refuses your business and eventually you find another dentist. He of course charges you substantially more to accommodate the arrangement you seek.

Senator Menard, a dentist, would have us believe that the above scenario makes so much sense that we should pass legislation and make it law. Furthermore, he isn't talking of dentistry and of a few dollars, he's talking of every large public construction project in Alaska and of billions of dollars.

Senate Bill 95, co-sponsored by Senators Curt Menard and Pat Rody would allow the state and local governments the power to negotiate with labor bargaining units (unions) and then force the contractors to only hire the same union employees. The terms, conditions, and crew make-up of employment would not be set by the employer, but by the government and the employee's union. There would be no bargaining allowed by the contractor.

The local media would have us believe this is a union vs non-union debate. This is untrue. Associated General Contractors which represents the majority of Alaska's union and non-union contractors is on public record as unanimously opposing this bill. The focal issue here is whether or not the state and local governments should have the right to force the construction industry into contracts with employees with whom the contractors have no right to bargain. The contractor is contractually bound to the government to provide and warranty his work and he is further heavily penalized with liquidated damages if the project is late; yet, he has no control over who he hires nor can he in most cases use his own trained regular employees. This effects both union and non-union contractors.

In military terms, the contractor is not unlike the soldier sent to war with both hands tied behind his back.

How can Senators Menard and Rodey believe that government control is more cost effective and efficient than free enterprise and competition? Why not have government therefore build all its own buildings and public works? All they need to do is to look to our neighbor to the East, the Soviet Union, to see the error of their thinking.

Senators Menard and Rodey would have us believe that local hire will be increased. Impossible! Suppose a school is to be built in the typical Alaskan village. Unions do not of course exist in the village, so the State has to deal with unions where they exist: Anchorage and Fairbanks. A deal is cut. Who do you think the Union sends, the largely untrained village residents who must join the union, or the trained men already sitting on the bench in the local union hall? Now here's the clincher...Suppose the state does require local villagers to be enrolled and used, but since they are not

as skilled, who pays for productivity loss? The State, the Union, or the Contractor? You guessed it: the Contractor. After the project, what happens to the local villager? As a union member, he cannot do non-union work; however, there may not be another public construction job (union work) in his village for years. Consequently, he is somewhat permanently unemployed or he can break with the union and forfeit most of his pension money back to the union since he would not be fully vested.

Alaska's contractors police themselves as to Alaska hire. Accept the challenge to drive through any public construction site's parking lot and find a non-Alaskan license plate. They do not exist. All public construction work in Alaska is regulated by the "Davis-Bacon" wage laws which simply state that all workers get paid a government predetermined wage whether they be union, non-union, local or non-resident employees. These wages are publicly posted, the payrolls are publicly reviewed, and a contractor publicly debarred from further work if he cheats. Therefore, as long as the wages are set, what advantage does the contractor have in flying in workers from outside the locality and having to pay the costs of airfare, room and board if there were local help available for which these costs could be eliminated? Local hire is always first option if there are adequately trained workers. The senate bill under consideration cannot nor will not change this simple fact. I, personally, as a union flooring contractor have advertised in newspapers covering the entire state looking for either union or non-union flooring installers. To date I have never received a response except from the major population centers. The unions' rolls are no different.

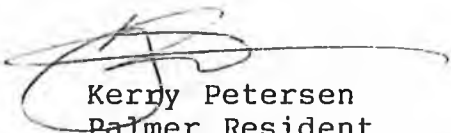
Senator Rodey states that the bill will "introduce more competition." The exact opposite is true. Since wages are already set by law and they are the same for all contractors, large numbers of both union and non-union firms currently bid public work. This bill will skew labor agreements toward union firms. Under current bargaining agreements, once a non-union firm signs an union agreement, all his work, public or private, is now union. Many will be reluctant to enter such agreements considering the major decline and uncompetitiveness in recent times of union contractors doing private work. Consequently, it is not unreasonable to assume that many publicly active non-union contractors will cease further bidding on public works so as not to jeopardize what is predominantly non-union in private construction. In fact, the author knows of two electric utilities that used non-union contractors recently for building additions for competitive reasons even though in the past they only allowed union building contractors to bid their work.

Senator Menard indicates that the bill would provide the advantage of no-strike clauses. The industry without the help of the government is already self-regulating through contractual language between contractors and subcontractors. When, in recent memory, has there been a construction job held up by strikes?

Senator Menard further states the bill "has the potential of saving the state a pile of money in construction costs and lawsuits." Don't you think for a minute that a contractor will not raise his overhead and profit for dealing with the impact of this bill. If you had to use untried and perhaps untained employees forced upon you and then guarantee their work and still have the project done on time, wouldn't you build in a "little extra" for contingencies? Tax payers should also beware since a portion of schools and other public buildings come from local funds and property taxes. As to lawsuits, every time the state tries to favor one locality of the

State over another and calls it local hire, they invite more lawsuits (every one of which in the past the State has always lost).

Every citizen of this state should have the right to pursue employment and every business should have the freedom to pursue legal commerce without undue government interference. Senators, please reconsider this ill-advised and unneeded legislation.



Kerry Petersen
Palmer Resident
Officer of Commercial Contractors Inc.
An Alaskan Union Contractor Since 1967

that this legislation is 180° in the wrong direction with what is happening in the real world.

6)The union requires that once you sign an agreement, all work public and private be with union workers. Any contractor who then does one public job, will then be uncompetitive on private sector work. This will open the doors to outside competition or force financial disabilities on the contractor. Union contractors historically have not been able to compete with non-union on private work.

7)This legislation assumes that all union workers are talented and qualified. What happens when they are not and union rules still require their employment on the project. Who pays for faulty-workmanship?


8)Many of our products require factory installers. This legislation precludes their use making non-manufacturer approved installations and voided warranty's a reality.

In short, this seems alot like Soviet socialism where the central government controls business and minimizes the freedom of commerce. It has been inefficient elsewhere and would also be for the State in our opinion. The system in place works fine and is not "broken". Why tinker with it in the manner proposed in this legislation? let the contractors, who bear the responsibility have controls over the decisions that effect their work and livelihoods.

In short, can you as a homeowner imagine contracting for a home improvement without letting the contractor use his own forces and further requiring he hires a force made up of only people with whom the owner has made separate agreements? The contractor has no idea if they are qualified, talented, fast, slow, or whatever. The improvement becomes a trial and error project which you may or may not like. If the workmanship or pricing is unacceptable, whose fault is it and would it even be acceptable to the homeowner?

Please consider the negative consequences of this ill advised and unnecessary legislation. Please do not support it in any way.

Sincerely yours,
COMMERCIAL CONTRACTORS, INC.
dba Allen & Petersen Company



KERRY A PETERSEN
KAP:bae
cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula
Steve Walsh
Curt Menard

ROD



April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

Subject: CS SB95

Dear Senator Pearce:

Alaska Mechanical, Inc. is a union construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations in public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

Second, the political agency and the labor organization could refrain from doing business with a contractor, subcontractor, or other person. In essence, this provision might allow an innocent party to be "blacklisted" from bidding on work subject to a project labor agreement.

Third, wage rates and fringe benefits are defined in the Davis-Bacon Act, and ensure that all Contractors, Union or Nonunion, pay the appropriate wages and benefits. If the public sector undertakes to reach Project Agreements with the Unions and to make those agreements binding on Contractors bidding and performing State funded projects, our current process of bargaining with these Unions will be subverted which is an integral part of our competitive bid process and free market economy.

We strongly urge you to consider the negative consequences of this bill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,

cc: Virginia Collins, Dick Eliason, Jay Kerttula, Rick Halford

ALASKA MECHANICAL INC.

MAIL - P.O. BOX 203649 - ANCHORAGE, ALASKA 99520 ■ PHONE (907) 349 8502 ■ FAX (907) 349 1324
MAIN OFFICE 8540 DIAMOND DR. CIRCLE ANCHORAGE, ALASKA 99515

APR 12 1991

AURORA ELECTRIC, INC.
6636 ROSEWOOD ST.
ANCHORAGE, AK. 99518
(907) 349-2100

Rod

April 8, 1991

Senator Drue Pearce
Alaska State Legislature
P.O. Box V
Juneau, Ak. 99811

Re: CS SB95

Dear Senator,

I urge you and your colleagues not to support this bill. In fact, I urge you to adamantly oppose it. My company has aggressively participated in public works projects for the last eight years. This includes federal, state, and municipal projects. We are an open shop. Our revenue in this area of work for 1990 was 2.7 million.

Having read this proposed bill, I cannot understand the motivation behind it. There really doesn't seem to be a legitimate reason for it. The end result, in the event of its passage, could be disastrous. It gives the state a tremendous amount of control over the contractor and subcontractor that it has absolutely no business having. The state should not have the power to control who the contractor hires on public works projects that have been awarded through the competitive bid process.

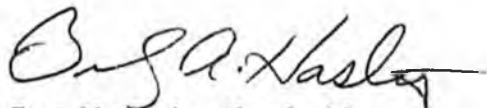
Senators Rodey and Menard should more specifically define their intent for this piece of legislation and tailor it accordingly. As it is, it would give the state an almost unlimited power over who can bid on certain projects and who they hire. If we lose control over who we hire then we have no control over our productivity and, hence, our profits. I hope this was not the intent behind the bill. If it was, one can only surmise that big labor (union in nature) is behind it. As a businessman and as a tax paying constituent, I really cannot imagine why the state would even want this kind of control.

There are already too many regulations for small business to contend with. Government should, as much as is practicable, let the FREE enterprise system take care of itself. The very nature of our system ensures that government pays the lowest possible price for public works projects while small business uses all available resources to ensure their survival. Survival of the fittest can only happen as long as we have control over our production. And this can only happen as long as we have control

over who we hire.

In closing I can only reiterate my concern over this proposed bill. Rumor in our industry has it that the IBEW strongly supports the bill as it would empower the state to require all contractors to hire their employees exclusively through union hiring halls.

Very truly,



Bradley A. Haslett
President



Jim Bosshart
Vice President

BAH/ml

MAR 21 1991

PHONE
(907) 280-6444 X
586-4392



BERG CONSTRUCTION CO., Inc.

GENERAL CONTRACTORS

Juneau, Alaska 99802

March 20, 1991

Senator Drue Pearce
Chairman, Senate Labor & Commerce Committee
P. O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pierce:

My name is Clifford Berg. I am President of Berg Construction Co., Inc., a General Contracting firm founded here in Juneau in 1937. We have been engaged in all types of construction throughout Southeast Alaska over the years. In the late 30's and early 40's when construction unions were first being formed in this area, we became signatory to labor agreements with all of the unions covering crafts utilized in our type of work.

We are familiar with the various union's pressures and tactics during labor negotiations consisting of wage rates, hiring provisions, work rules, etc.

We have also been a member of the Associated General Contractors of Alaska since 1952 and I would like to make this observation. About 15 years ago, there was only one General Contractor out of 100 or more in AGC Alaska that was an "open shop" contractor while all the rest were "union" contractors. This has changed in recent years with a change of the majority of Contractors to "open shop" status and presently there are only 5 or 6 that are still considered "union" contractors. This change has been made by choice to lower job costs and to reduce work restrictions and to avoid domination by union leaders.

Senate Bill 95 should be recognized for exactly what it is. It is a blatant attempt to permit union control over the entire construction industry. What the unions have failed to negotiate at the bargaining table, they are now trying to succeed legislatively.

If enacted into law, this bill will be a disaster for the construction industry. It will give the unions "carte blanche" to totally control the contractors. It will restrict the competition to only those chosen few who kow-tow to the union demands and become signatory to their agreements.

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Re: Senate Bill 95

March 20, 1991
Page Two

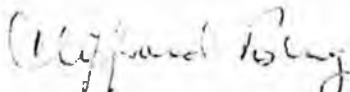
It certainly doesn't do anything for the State of Alaska to help reduce costs, create a safer work place, or provide for a more harmonious work place. I don't believe that this legislation is in compliance with the State Procurement Code and will almost certainly result in endless litigation.

Therefore, I urge you to vote against passage of this bill.

Thank you for your consideration.

Sincerely,

BERG CONSTRUCTION CO., Inc.


Clifford Berg, President

CB:p

cc: Senators

Virginia M. Collins
Rick Halford
Jay Kerttula

BOUNDS ELECTRIC & ENTERPRISES
14214 Harold Loop
Eagle River, Alaska 99577
Phone: (907)696-0555

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

Subject: CS SB95

Dear Senator Pearce:

Bounds Electric & Enterprises is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labour agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This ingeference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on public funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,

Yvonne J. Bounds

Yvonne J. Bounds
Partner

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerituis



BRECHAN ENTERPRISES, INC./GENERAL CONTRACTORS

2705 Mill Bay Road • Kodiak, Alaska 99615

March 29, 1991

Senator Drue Pearce Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, Ak 99811

Subject: CS SP95

Dear Senator Pearce:

Brechan Enterprises, Inc. is a union construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations in public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.


First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

Second, the political agency and the labor organization could refrain from doing business with a contractor, subcontractor, or other person. In essence, this provision might allow an innocent party to be "blacklisted" from bidding on work subject to a project labor agreement.

Third, wage rates and fringe benefits are defined in the Davis-Bacon Act, and ensure that all Contractors, Union or Non-union, pay the appropriate wages and benefits. If the public sector undertakes to reach Project Agreements with the Unions and to make those agreements binding on Contractors bidding and performing State funded projects, our current process of bargaining with these Unions will be subverted which is an integral part of our competitive bid process and free market economy.

Sincerely,

BRECHAN ENTERPRISES, INC.


Michael C. Brechan
President

BRECHAN ENTERPRISES, INC./GENERAL CONTRACTORS • 2705 Mill Bay Road, Kodiak, Alaska 99615
Ph. (907) 486-3215 • FAX (907) 486-4889
Alaska Business License #001858 • Alaska Contractors License #AA441



C & C COMPANY

Consulting & Construction

• P.O. Box 91438 • Anchorage, Alaska 99509 • Phone (907) 277-9977 • FAX (907) 276-1913

Josef Ressel
Owner

March 20, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

C & C Company is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

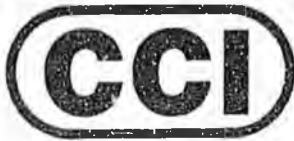
Sincerely,

Josef Ressel

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

P.S. If passed this law would not stand a constitutional test

APR 15 1991



**Catering Contractors International
of Alaska, Inc.**

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

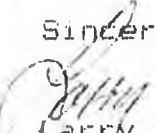
Catering Contractors International of Alaska is an open shop service company in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan service company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequence of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,


Larry Gill

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

P.S. I was going to write my own, but this was a good summary of our opinion.

1200 East 76th, Unit 1213 • P.O. Box 230089 • Anchorage, Alaska 99523-0089

Phone (907) 349-0400 • Fax (907) 344-1246

APR 11 1991

CDF INC
GENERAL CONTRACTORS
4938 MARION AVENUE
ANCHORAGE, ALASKA 99508
(907)337-7600

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

CDF INC., General Contractors is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the state to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principal of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,


Dennis O. French

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

APR 15 1991



CROOCH & HARRIS PLUMBING & HEATING CO., INC.

MECHANICAL CONTRACTORS
6250 TUTTLE PLACE #7
ANCHORAGE, AK 99507
(907) 561-5098
FAX (907) 562-7993

April 12, 1991

Senator Drue Pearce, Chairman
Senator Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, Ak. 99811

Subject: CA SB95

Dear Senator Pearce:

Crooch & Harris Plumbing & Heating Co., Inc., is a open shop construction in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask you not support it in any way.

Sincerely,

A handwritten signature in cursive script, appearing to read 'W. C. Harris'.

William C. Harris, President
CROOCH & HARRIS PLUMBING & HEATING CO., INC.



City Construction Company

ROD
APR 5 1991

P.O. BOX 81947
FAIRBANKS, ALASKA 99708
(907) 479-2927

GENERAL CONTRACTORS

April 1, 1991

Senator Drue Pearce, Chairman
Senate Labor and Commerce Committee
Alaska State Legislature
PO Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

I am writing to inform you of my opposition to Senate Bill 95 which is currently in the Senate Labor Committee. I feel very strongly that there is no need for such a bill, in fact I am quite concerned that it would even be introduced. I am a very strong believer in free and open competition and believe this bill would unduly restrict public agencies in their solicitations for construction work.

I believe that the SB 95 is an attempt to sell union hire as the only acceptable local hire alternative. This bill not only raises serious legal questions, but I believe that it will raise the cost of construction to the State while at the same time disenfranchising the many non-union Alaskan contractors and their employees.

I would very much appreciate your careful consideration of the negative impact of this bill. I strongly urge you to not support Senate Bill 95.

Sincerely,

Richard P. Euker

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

Red-bill files

MAR 14 1991

CITY ELECTRIC, INC.

ELECTRICAL CONTRACTORS

3700 RAINIER AVENUE SOUTH	SEATTLE, WASHINGTON 98144	(206) 722-0700	FAX: (206) 722-0119
819 ORCA STREET	ANCHORAGE, ALASKA 99501	(907) 272-4531	FAX: (907) 276-7213
3540 HOLT ROAD	FAIRBANKS, ALASKA 99701	(907) 452-7158	FAX: (907) 451-0141

REPLY TO Anchorage Office
 REFERENCE: March 11, 1991

The Honorable Drue Pearce
 P. O. Box V
 Juneau, AK 99811

Dear Senator Pearce:

This letter is for support of SB-95, authorizing State agencies to enter into project labor agreements (PLA's) such as private industry now does.

City Electric, Inc. has been an Alaskan business since 1946. We have seen many successful PLS's used over the years. We endorse PLA's since we believe they will control costs and help maintain a reliable future work force for the State of Alaska.

Very truly yours,

CITY ELECTRIC, INC.



P. L. Poythress
 President

Jet



FAXED
3/11/91 1552



CLARION COMPANY

APR 12 1991

P.O. BOX 433 KODIAK, ALASKA 99615
(907) 486-3908 FAX (907) 486-3909

April 9, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

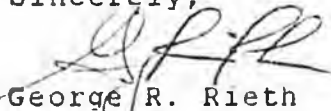
Dear Senator Pearce:

We at Clarion Company, an Alaskan general contractor, would like to take this opportunity to voice our strong opposition to the above reference legislation. This bill could severely limit competitive bidding on publicly funded construction projects.

We believe that the competitive bidding process that is currently in place provides good quality services at the best price. We do not need any laws in place that limit free and open competition. Every properly licensed and qualified contractor has a right to bid and obtain public work.

This unnecessary legislation has nothing but negative consequences to offer and I urge you to not support it in any way.

Sincerely,



George R. Rieth
Partner

**CONSOLIDATED ENTERPRISES, INC.**

633 E 81ST AVENUE • ANCHORAGE, ALASKA 99518
TELEPHONE (907) 344-4567 • FAX (907) 349-6390

TW-1
April 5, 1991

The Honorable Drue Pierce
Room 510 Capital Building
P.O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pierce:

I adamantly oppose Senate Bill 95. I see the bill as another attempt by organized labor to achieve employee representation through legislation instead of through the appropriate channels of employee election.

What purpose does this bill serve other than to unionize State projects? I see none.

Why is the State seeking to place organized labor at the control of State construction projects?

Let's not forget the power abuses of the Teamsters and other unions once they achieved a project labor agreement for construction of the Trans Alaska Pipeline. Employers and employees alike were at the mercies of the union and their power-wielding tactics.

This bill will effectively limit competition on State construction projects and consequently lead to higher construction costs. Open shop constructors whose employees do not want to be represented by organized labor will no longer bid State projects.

I see this bill as merely a piece of special interest legislation an attempt by Senator Rodey to payback a political debt to the unions. I ask that you step back and look at this legislation and ask yourself, "Is this piece of legislation good for the people of Alaska?" The answer you'll see is a resounding no!

Thank you for your time and consideration of my position. If I can be of further assistance, please contact me at my work number 344-4567.

Sincerely,

Tom White

TW/mk



CONSOLIDATED ENTERPRISES, INC.

633 E. 81ST AVENUE • ANCHORAGE, ALASKA 99518
TELEPHONE (907) 344 4567 • FAX (907) 349 6390

LS-1
April 5, 1991

The Honorable Drue Pierce
Room 510 Capital Building
P.O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pierce:

I adamantly oppose Senate Bill 95. I see the bill as another attempt by organized labor to achieve employee representation through legislation instead of through the appropriate channels of employee election.

What purpose does this bill serve other than to unionize State projects? I see none.

Why is the State seeking to place organized labor at the control of State construction projects?

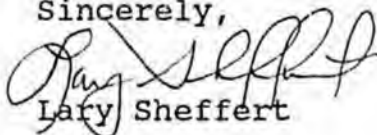
Let's not forget the power abuses of the Teamsters and other unions once they achieved a project labor agreement for construction of the Trans Alaska Pipeline. Employers and employees alike were at the mercies of the union and their power-wielding tactics.

This bill will effectively limit competition on State construction projects and consequently lead to higher construction costs. Open shop constructors whose employees do not want to be represented by organized labor will no longer bid State projects.

I see this bill as merely a piece of special interest legislation an attempt by Senator Rodey to payback a political debt to the unions. I ask that you step back and look at this legislation and ask yourself, "Is this piece of legislation good for the people of Alaska?" The answer you'll see is a resounding no!

Thank you for your time and consideration of my position. If I can be of further assistance, please contact me at my work number 344-4567 or my home number 337-2042.

Sincerely,



Lary Sheffert

LS/mk



CONSOLIDATED ENTERPRISES, INC.

633 E 81ST AVENUE • ANCHORAGE, ALASKA 99518
TELEPHONE (907) 344-4567 • FAX (907) 349-6390

JH-2
April 5, 1991

The Honorable Drue Pierce
Room 510 Capital Building
P.O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pierce:

I adamantly oppose Senate Bill 95. I see the bill as another attempt by organized labor to achieve employee representation through legislation instead of through the appropriate channels of employee election.

What purpose does this bill serve other than to unionize State projects? I see none.

Why is the State seeking to place organized labor at the control of State construction projects?

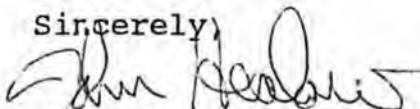
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Thank you for your time and consideration of my position. If I can be of further assistance, please contact me at my work number 344-4567 or my home number 338-3205.

Sincerely,



John Healow

JH/mk



CONSOLIDATED ENTERPRISES, INC.

633 E. 81ST AVENUE • ANCHORAGE, ALASKA 99518
TELEPHONE (907) 344-4567 • FAX (907) 349-6390

SS-1
April 5, 1991

The Honorable Drue Pierce
Room 510 Capital Building
P.O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pierce:

I adamantly oppose Senate Bill 95. I see the bill as another attempt by organized labor to achieve employee representation through legislation instead of through the appropriate channels of employee election.

What purpose does this bill serve other than to unionize State projects? I see none.

Why is the State seeking to place organized labor at the control of State construction projects?

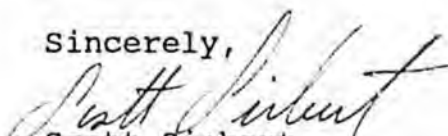
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Thank you for your time and consideration of my position. If I can be of further assistance, please contact me at my work number 344-4567.

Sincerely,


Scott Siebert

SS/mk

APR 11 1991



CONSOLIDATED ENTERPRISES, INC.

633 E. 81ST AVENUE • ANCHORAGE, ALASKA 99518
TELEPHONE (907) 344-4567 • FAX (907) 349-6390

FL-3
April 5, 1991

The Honorable Drue Pierce
Room 510 Capital Building
P.O. Box V
Juneau, Alaska 99811

Re: Senate Bill 95

Dear Senator Pierce:

I adamantly oppose Senate Bill 95. I see the bill as another attempt by organized labor to achieve employee representation through legislation instead of through the appropriate channels of employee election.

What purpose does this bill serve other than to unionize State projects? I see none.

Why is the State seeking to place organized labor at the control of State construction projects?

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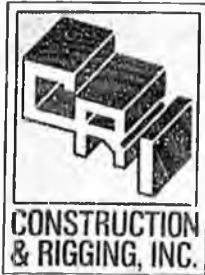
Thank you for your time and consideration of my position. If I can be of further assistance, please contact me at my work number 344-4567.

Sincerely,

Fred Lind

FL/mk

APR 5 1991



P.O. BOX 230070 • ANCHORAGE, ALASKA 99523-0070 • CONTRACTOR #AA3778
GENERAL CONTRACTOR • TELEPHONE (907) 563-3422 • FAX (907) 563-5023

March 29, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

Subject CS SB95

Dear Senator Pearce:

Construction & Rigging, Inc. is a union construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations in public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

Second, the political agency and the labor organization could refrain from doing business with a contractor, subcontractor, or other person. In essence, this provision might allow an innocent party to be "blacklisted" from bidding on work subject to project labor agreement.

Third, wage rates and fringe benefits are defined in the Davis-Bacon Act, and ensure that all Contractors, Union or Non-union, pay the appropriate wages and benefits. If the public sector undertakes to reach Project Agreements with the Unions and to make those agreements binding on Contractors bidding and performing State funded projects, our current process of bargaining with these Unions will be subverted which is an integral part of our competitive bid process and free market economy.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,
CONSTRUCTION & RIGGING, INC.

H. *Bardie Scarbrough*
H. Bardie Scarbrough
Vice President

corres/unionltr.sen

cc: Virginia Collins
Dick Eliason
Jay Kerttula
Rick Halford

Cullips Excavating

7107 ARCTIC BLVD.
ANCHORAGE, AK 99518
349-4914 Office
257-7604 Mobile

Senator Due Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS3100)
Juneau, Alaska 99811

Ref: CS SB95

Senator Pearce:

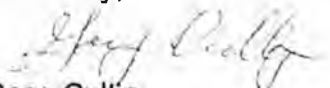
Cullips Excavating is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality service for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and the long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequence of this ill advised and unnecessary legislation and ask that you NOT support it in any way.

Sincerely,


Gary Cullip,
Owner, Cullips Excavating

CC: Virginia Collins
Dick Eliason
Rich Hanford
Jay Kerttula



HELENE L. NUENKE DAVISON
BRUCE E. DAVISON, P.E.

MEMBER OF
ALASKA AND
WASHINGTON
STATE BAR

April 4, 1991

Senator Drue Pearce
LABOR AND COMMERCE COMMITTEE
Alaska State Legislature
P.O. Box V
Juneau, AK 99811

Re: Senate Bill 95

Dear Senator Pearce:

I am writing to express my opposition to Senate Bill 95. As I understand the Bill, all state agencies and municipal governments would be permitted to enter into agreements with labor unions that would restrict the types of businesses who could do design and construction for these entities. Nothing could be worse for the businesses of this State than the possible but not unlikely scenario that any business performing design or construction services in the State be a union shop. If agencies and local governments were permitted to enter into these types of agreements, this would open doors for requirements that all subcontractors, sub-subcontractors, material men and suppliers would also have to be union members.

The argument that these types of agreements would promote safety are nonsense. Between the State of Alaska and the federal government's Occupational Safety and Health Acts (OSHA), Alaska has extremely stringent job safety requirements. Most major insurance companies and contractors establish and implement their own in-house safety training and programs. In addition, the fear of law suits has resulted in a continuing monitoring of job site safety by all persons at a construction site.

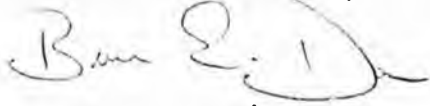
The argument that this type of Bill would promote local hire is also false. The pool of labor in Alaska that is available is rather constant at the present time and available to all general contractors. It is more likely that for large construction projects, local union halls would rely on their "outside affiliates" to supply labor. This could easily end up like the situation we had in the pipeline days where if you wanted to weld on the pipeline, you had to be dispatched out of Tulsa, Oklahoma from Local 798.

Senator Drue Pearce
Page Two
April 4, 1991

This Bill has no purpose other than to strengthen and enhance the power of organized labor in the State. Alaskans have always respected freedom of choice and equal opportunity to pursue whatever type of gainful employment they choose. To permit Senate Bill 95 to become law would severely restrict or remove those fundamental rights that all Alaskans should enjoy.

Very truly yours,

DAVISON & DAVISON, INC.



Bruce E. Davison
Attorney at Law

BED:jke.a\0208

DAVISON & DAVISON

APR 23 1991



D. J. EXCAVATION
& DEVELOPMENT, INC.

2970 COTTLE LOOP • WASILLA, ALASKA 99687
TELEPHONE (907) 376-3443
FAX (907) 376-6069

April 16, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

D.J. EXCAVATION & DEVELOPMENT, INC. is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the Principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,
D.J. EXCAVATION & DEVELOPMENT, INC.

Dorwin R. Smith
President

DRS/kl

EARTH MOVERS OF FAIRBANKS, INC.**GENERAL CONTRACTOR**925 Aurora Drive
Fairbanks, Alaska 99709-2197BL. 035813
REG. AA253Phone (907) 456-5087
(907) 452-5634
Fax (907) 451-7632

April 1, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Re: CS SB95

Dear Senator Pearce:

Earth Movers of Fairbanks, Inc. is a union construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations in public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

Second, the political agency and the labor organization could refrain from doing business with a contractor, subcontractor, or other person. In essence, this provision might allow an innocent party to be "blacklisted" from bidding on work subject to a project labor agreement.

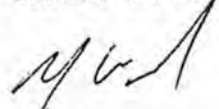
Third, wage rates and fringe benefits are defined in the Davis-Bacon Act, and ensure that all contractors, union or non-union, pay the appropriate wages and benefits. If the public sector undertakes to reach Project Agreements with the unions and to make those agreements binding on contractors bidding and performing State funded projects, our current process of bargaining with these unions will be subverted which is an integral part of our competitive bid process and free market economy.

Senate Labor & Commerce Committee
April 1, 1991
Page -2-

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it any way.

Sincerely,

EARTH MOVERS OF FAIRBANKS, INC.



Randy Brand
Vice President

cc: Virginia Collins
Dick Eliason
Jay Kerttula
Rick Halford
Interior Delegation

RB/lm

APR 2 1991

E & E CONSTRUCTION, INC.

GENERAL CONTRACTOR
P.O. BOX 2287
PALMER, ALASKA 99645
PHONE 745-5081
FAX (907) 746-1569

March 29, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS-3100)
Juneau, Alaska 99811

SUBJECT: CS SB95

Dear Senator Pearce:

E & E Construction, Inc. is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most important, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,

E & E CONSTRUCTION, INC.



Floyd L. (Butch) Ehmann
Vice President

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

ELECTRICAL CONSTRUCTION & CONSULTING INC.

7241 Michelin, Suite A
Anchorage, Alaska 99518

(907) 344-5130 FAX 522-3963

April 5, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

Electrical Construction & Consulting, Inc. is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

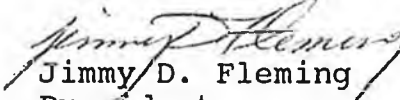
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As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

This appears to me as an attempt by the State to further interfere with private industry. Try reducing the operating budget instead.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,


Jimmy D. Fleming
President

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula



Electric, Inc.

Electrical Contractors

2609 A STREET
ANCHORAGE, ALASKA 99503
PHONE (907) 277-1431

March 08, 1991

Senator Pat Rodey
P O Box V
Juneau, AK 99811

Subject: SB-95 - Project Labor Agreement

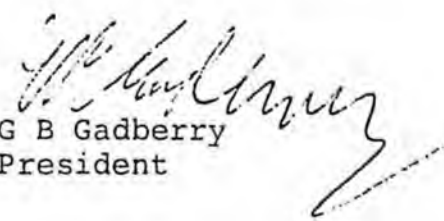
Dear Senator Rodey:

I have just read the work draft of subject bill and your 2/20/91 memorandum. I am very much in favor of this bill and sincerely hope that you can get it enacted into law.

Keep up the good work.

Very truly yours,

ELECTRIC, INC


G B Gadberry
President

CONTRACTOR Support Letters

Engineers & Contractors, Inc.

Electrical Contractor

P.O. BOX 113267 ANCHORAGE, ALASKA 99511-3267

PHONE: (907) 345-4044

FAX: (907) 345-4098

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

Subject: CS SB95

Dear Senator Pearce:

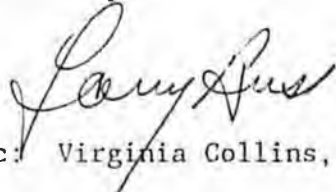
Engineers & Contractors, Inc. is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,



cc: Virginia Collins, Dick Eliason, Rick Halford, Jay Kerttula

EXCLUSIVE LANDSCAPING & EXCAVATING, INC.
P. O. BOX 72103
FAIRBANKS, ALASKA 99707
(907)451-8585
FAX 452-8586

ROD
APR 5 1991

April 1, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V (MS 3100)
Juneau, Alaska 99811

Subject : CS SB95

Dear Senator Pearce:

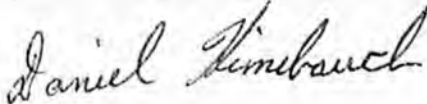
Exclusive Landscaping & Excavating, Inc. is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

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We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,
EXCLUSIVE LANDSCAPING & EXCAVATING, INC.



Daniel Himebauch
President

cc : Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula

George L.
Miller
Miller
Const., Inc.

APR 5 1991

Phone (907) 488-9577

5.2 Mile Badger Road • P.O. Box 2057 • Fairbanks, Alaska 99707

GENERAL CONTRACTOR

April 2, 1991

Senator Druc Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK. 99811

Subject: CS SB95

Dear Senator Pearce:

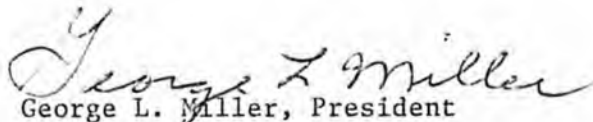
George L. Miller Const., Inc. is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,


George L. Miller, President

cc: Virginia Collins
Dick Eliason
Rick Halford
Jay Kerttula



MAR 25 1991

GHEMM COMPANY, INC.

General Contractors

Contractors License No. AA116

P.O. Box 70507

FAIRBANKS, ALASKA 99707

March 22, 1991

Senator Drue Pearce
Chairman, Labor & Commerce Committee
P.O. Box "V", MS 3100
Juneau, AK 99811

Re: SB 95

Dear Senator Pearce:

We are very much opposed to SB 95 and sincerely believe if passed into law, its affects would be detrimental to the welfare of all Alaskans.

We are a union contractor and might even see a very short term benefit due to preference in bidding. But that would not last and the stabilizing affect resulting from open and free competition between union contractors like ourselves and our open shop competitors, would be lost forever to the detriment of the Public.

The affect of SB 95 would be to make local hire control more elusive and probably would open the door to more schemes and scams. Within the various state employees unions and other municipal union agreements, the record on local hire is not always that great.

Project agreements, touted as being so desirable by business representatives of the unions are often a disaster. The Alyeska Pipeline Agreement was a classic example of a mess that we have struggled for more than a decade to finally overcome.

The basic argument I would like to make is that the State should not be doing anything to enhance the solidarity of the Public Employee Union movement.

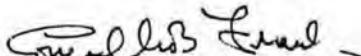
Senator Drue Pearce
March 22, 1991
Page two

As stated above, we are a union contractor and we are satisfied with that arrangement. When we bargain for agreement renewals its done with an incentive for both sides to achieve its goals. In the case of Public Employee Union bargaining, there is little economic incentive to hold the line. The fear of loss of work to open shop contractors is part of what makes our negotiations successful. Our fear, and that of our unions also, is that if we allowed wage scales to get too high the union member could become the highest wage-rated in the world but with no employment in site, and we , the union contractor, would be without contracts.

Thank you.

Very truly yours,

GHEMM CO., INC.


Conrad G. B. Frank
Chairman

cc: Senator Collins
Senator Eliason
Senator Halford
Senator Frank
Senator Kerttula
Senator Zharoff
Senator Hoffman
Senator Sturgulewski
Alaska AGC

GILCO CONSTRUCTION INC.

General Contractor AK. Lic. #10987

6251 TUTTLE PLACE SUITE 104 ANCHORAGE, ALASKA 99507

(907) 561-2155

March 28, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (M53100)
Juneau, Alaska 99811

Dear Senator Pearce,

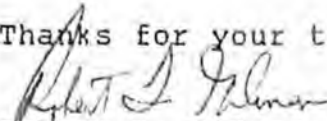
I have reviewed Senate Bill 95 and I cannot believe that this bill is even being considered. I have been a general contractor for 10 years and have a long list of dedicated Alaskan employees who would virtually be shut-out of public works projects because we are a non-union contractor. These tradesmen are as talented and competent as men in any organization and have for years worked on these same public projects and depended on them for their livelihood. It is for them also that I am writing this letter.

Secondly, this bill could be devastating to all in the construction industry (union and non-union) as it would encourage many state agencies to do work "in house" with negotiated labor agreements. NO CONTRACTOR can compete against the government who is spending tax-payer money and using PUBLIC ASSETS and EQUIPMENT. This kind of bull-shit was obvious when the City of Kotzebue bid on the State Airport job several years ago and when successful in cutting out all legitimate contractors, used public property to perform the work.

Maintaining a healthy construction industry is by far the most efficient way to insure that public work will continue to be performed at the least cost to the public. It is absurd that our legislature even considers competing against public enterprise or indirectly hamper the competitive bid process.

If you would like more examples of how this bill would effect small businesses and their employees in this state, PLEASE call me personally.

Thanks for your time,


Robert L. Gilman, President
Gilco Construction, Inc.

APR 10 1991



Golden Heart Construction
GENERAL CONTRACTOR

P.O. Box 2728
Fairbanks, Alaska 99707
(907) 479-4722

April 4, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee

Alaska State Legislature

P.O. Box V (MS 3100)

Juneau, Alaska 99811

Subject: CS SB95

Dear Senator Pearce:

Golden Heart Construction, Inc. is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely

A handwritten signature in cursive script that reads "Craig Robinson".

Craig Robinson, President

cc: Virginia Collins

Dick Eliason

Rick Halford

Jay Kerttula

GREEN ALASKA, INC.

Contractors License #A19270

125 W. Fifth Avenue • Anchorage, Alaska 99501-2521 U.S.A.

Telephone (907) 279-5456 • Telex: 090-25-231 • Facsimile (907) 258-7984

April 3, 1991

Senator Drue Pearce, Chairman
Labor and Commerce Committee
P. O. Box V (MS 3100)
Juneau, AK 99811

Dear Senator Pearce:

SUBJECT: S.B. 95

Please allow me to add my voice, and that of Green Alaska Company, to the growing chorus of very concerned citizens and companies regarding the subject piece of legislation. The ramifications and ultimately manifestations of this bill are profound:

- * Free enterprise will be jeopardized
- * Governmental bureaucracies will flourish and so too will adherent costs.
- * The individual's right to choose union/non-union affiliation will be forfeited.

I implore you to vote against this bill. I also ask that you recognize it for what it is: a labor ploy to gain control of the public sector capital budget.

Sincerely,

GREEN ALASKA COMPANY



N. Jim Whitaker
Manager, Business Development

NJW:sr

MAR 27 1991

GREEN ALASKA, INC.
Contractors License #A19270
125 W. Fifth Avenue • Anchorage, Alaska 99501-2521 U.S.A.
Telephone (907) 279-5456 • Telex: 090-25-231 • Facsimile (907) 258-7984

March 22, 1991

Senator Drue Pearce
P. O. Box V
Juneau, AK 99811

Subject: SB95 "An Act relating to agreements between a
labor organization and a public employer."

Dear Senator Pearce:

I encourage you to aggressively oppose the enactment of the above referenced bill. Such a bill will have severe negative impact to the cost-effective development of Alaska. The bill will serve to benefit a small select special interest group at the ultimate expense of local residents, consumers, developers and private contractors/employers.

The effect of the above bill will create the following impact.

Free trade will be seriously curtailed if the public entity has the right to refuse to enter into a business transaction solely because the private sector employer is not signatory to a labor agreement stipulated by the public employer.

Private sector employers will be severely hampered in their own negotiations with unions. The bill could create the condition whereby the private employer would be forced to be contractually bound to an agreement that puts it into violation of other union agreements it is already signatory to.

The bill will decrease competition by providing conditions that private sector employers will be unwilling or unable to comply with public employer imposed labor contracts.

Lack of qualifying or interested contractors will cause increased cost for projects due to decreased competition.

Cost will increase due to uncompetitive wage rates. For example, an equipment operator referred by the International Brotherhood of Electrical Workers (IBEW) receives \$33.97 per hour, applying statutory employer taxes and insurance increases the hourly cost to \$41.85 per straight time hour. The same equipment operator referred by the International Union of Operating Engineers receives \$30.90 per hour, factored for taxes and insurance increases this rate to \$37.85. Without considering overtime the difference is a 10.6% cost differential. The same equipment operator working for a merit shop contractor would be paid \$21.00 per hour, factored for taxes and insurance increases this rate to \$25.60 translating to a 63.5% and a 47.85% savings to the public respectively.

Local union agreements include many restrictive work rules that translate into costs. These included travel pays, shift differentials, portal to portal pay, etc. These requirements coupled with subsistence and per diem payments can add up to an additional 14.5% to the hourly labor cost. Most local private contractors/employers have been successful in negotiating these requirements out of the union agreements. Given the public employers dismal record at union contract negotiations it would be an almost surety that these costs would be perpetuated in whatever agreements the public entity could impose on its contractors, service organizations and suppliers.

The conditions described above will encourage the public employer, state agency, municipality or public utility to attempt to do much more of their work themselves. Historically this has cost the consumer or public more than utilization of the small more cost effective contractor.

The contention is that SB95 will insure local hire. This concept is erroneous. Union membership does not guarantee that the worker is an Alaska resident. To the contrary the unions are forced to accept entry into their organization on the same basis for non-residents and residents alike or face federal discrimination suits. Our company has consistently employed over 95% of our workforce from Alaska residents without relying on organized labor or unconstitutional legislation to provide

Page 3

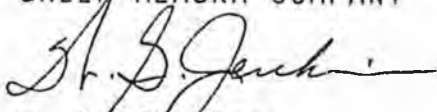
such journeymen. We find that policy simply to be good business. If the legislature wants to insure the highest level of local resident employment it must promote this policy within the Alaska business and contracting community. Further restriction of the contracting opportunities will not encourage the private sector. To the contrary it will cause fewer private employers to consider public works projects as a viable market.

In addition to the above, I would also add that SB95 is a highly discriminatory bill in that it singles out the construction industry alone. If it is the intent of the legislature to insure optimum local hire, why are other industries exempted from this bill?

In closing I again urge you to consider the ramifications of SB95 and work to kill this bill before it gets out of committee. I will be happy to answer any questions you may have on this subject. Please feel free to call me at 279-5456.

Sincerely,

GREEN ALASKA COMPANY



W. G. Jenkins
President

WGJ:sr

APR 1 1 1991

TANKS • STRUCTURAL STEEL • WELDING

GREER

3140 LAKEVIEW DRIVE • P.O. BOX 1193

TELEPHONE 452-1711

April 3, 1991

FAIRBANKS, ALASKA 99707

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P.O. Box V (MS 3100)
Juneau, AK 99811

Subject: CS SB95

Dear Senator Pearce:

Greer Tank & Welding, Inc. is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop business. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

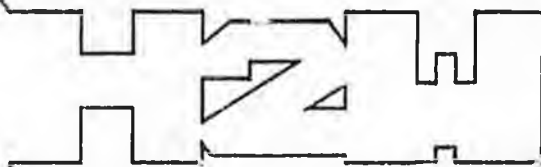
We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,



Kent Almquist, Operations Manager
Greer Tank & Welding, Inc

MAR 25 1991



CONSTRUCTORS INC.
ANCHORAGE, ALASKA

P.O. BOX 233929
ANCHORAGE, ALASKA 99523-3929
(907) 344-2522 / FAX (907) 344-2836

March 21, 1991

Senator Drue Pearce
P. O. Box V (MS 3100)
Juneau, AK 99811

Subj: Senate Bill No. 95

Dear Senator Pearce:

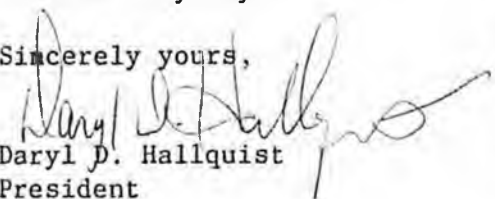
H2W Constructors, Inc. is an Open Shop construction contractor in the State of Alaska. We primarily build publicly funded projects in Southcentral and Western Alaska. We believe Senate Bill No. 95 is a terrible bill and harmful to the State in many ways.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with nonlocal hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.

We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely yours,


Daryl P. Hallquist
President

MAR 18 1991

HARDDRIVES, INC.

PAVING — EXCAVATION

8000 Petersburg, Anchorage, AK 99507

Telephone (907) 344-7576

FAX (907) 349-1730

March 13, 1991

Senator Drue Pearce
PO Box V
Juneau, Alaska 99811

Dear Senator Pearce:

Today I attended the workshop/hearing at the Anchorage Legislative Information office regarding SB95. First of all I would like to say:

1. I oppose SB95.
2. By being in the construction business in Anchorage since 1976 I can attest to Bill Reeves, Millett Keller and Sam Gaston's testimonies in opposition of SB95. There is justifiable opposition to this "small simple bill" as you put it.
3. I am non-union.
4. Fourth and not last SB95 would put small businesses out of business - SB95 would put me out of business.

I do sub-contract work for several Anchorage union construction firms who are regular customers. I do sub-contract work for a couple of Anchorage union construction firms, who also perform the same work as I do, but sub-contract at times to me to help them fulfill their Federal/State mandated Minority Goal participation to obtain a State project contract and to show at the end of their contract they have met the required minority goals and not be penalized.

In view of the above, passage of SB95 would:

- #1. Put me, a small business out of business. I would no longer be able to continue to work for my regular Anchorage union contractor customers. Thus a large decrease in my revenue.
- #2. I would not be able to continue to work for the Anchorage union construction contractors that use me to help fulfill their minority goals. And in essence SB95 would also hinder the General contractors on State projects in their ability to meet their Minority goals to obtain a State contract when they are low bidder. Not only in my field of work but General

March 13, 1991

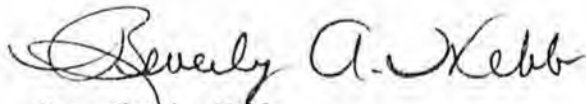
Senator Drue Pearce
SB95

Contractors rely on sub-contracting in other fields of construction to non-union entities such as surveying, trucking, concrete etc. to help them meet their Minority goals.

I urge you to reconsider your position on SB95.

Very truly yours,

HARDRIVES, INC.



Beverly A. Webb
Sec/Treas

:baw

cc: Senator Al Adams
Senator Virginia Collins
Senator Sam Cotten
Senator Jim Duncan
Senator Dick Eliason
Senator Bettye Fahrenkamp
Senator Paul Fischer
Senator Steve Frank
Senator Rick Halford
Senator Lyman Hoffman
Senator Lloyd Jones
Senator Jay Kerttula
Senator Curt Menard
Senator Pat Purchot
Senator Pat Rodey
Senator Dick Shultz
Senator Arliss Sturgulewski
Senator Rick Uehling
Senator Fred Zharoff



H. C. PRICE
CONSTRUCTION CO.

471 W. 38th, Sulte 201, Anchorage, Alaska 99503
Telephone (907) 581-4400, Telecopy (907) 583-3255
Telex 090-25370

April 18, 1991

VIA FAX NO. 463-5352

The Honorable Drue Pearce
Alaska State Senate
P. O. Box "V"
Juneau, Alaska 99811

Subject: CS for SB 95 and HB 223

Dear Senator Pearce:

My firm is a large and well established construction firm in Alaska. We have been here since 1974 and have participated in many major projects beginning with construction of the Trans Alaska Pipeline and including the almost completed Bradley Lake Powerhouse.

Our firm negotiates Project Labor Agreements or is signatory to Geographical Labor Agreements which have been negotiated by construction industry organizations such as the North Slope Contractors Association, the TAPS Contractors Association, and the Pipe Line Contractors Association.

We are currently performing the \$32 million Bradley Lake Powerhouse under a Project Labor Agreement negotiated between the successful contractors and the local unions. The PLA is working fine and does not put the State at risk since they are not party to the Agreement.

We oppose the subject bills on the grounds that the state has no business in a contractor's labor relations.

Labor Unions are fine organizations, however, they are notorious for trying to achieve their goals through political means rather than competing in the market place. Please do not help them further their goals at the expense of the private construction industry and by placing the citizens of the State of Alaska in the position of having no choice in the matter.

The passage of either bill would restrain trade and would unnecessarily increase the cost of all work performed under such a law.

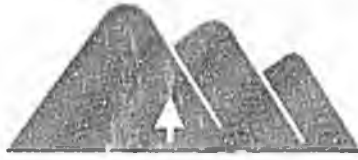
Very truly yours,

H. C. PRICE CONSTRUCTION CO.

W. P. Nason
Wesley P. Nason
Vice President & General Manager

WPN/rh/126

APR 5 1991



HOWDIE INVESTMENTS

4400 GRAY WOLF DR. WASILLA, ALASKA 99687
(907) 376-4711 FAX (907) 373-6773

April 1, 1991

Senator Drue Pearce, Chairman
Senate Labor & Commerce Committee
Alaska State Legislature
P. O. Box V(MS3100)
Juneau, Alaska 99811

Subject: CS SB95

Dear Senator Pearce:

Howdie Investments is an open shop contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management and the public.

First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This interference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, and most importantly, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We believe strongly in the principle of free and open competition in bidding and obtaining public work. It provides the best quality services for the lowest costs, and to pretend otherwise is simply bad public policy.

As an Alaskan construction company we recognize the short and long term economic benefits of hiring Alaskans. We cannot understand why Alaskan legislators would even consider placing our company in a position where our Alaskan employees would be excluded from Alaskan public construction jobs.