

ALASKA LEGISLATURE COMMITTEE FILES 1991-1992 8672

7544 SENATE LABOR & COMMERCE

98

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, appearing to read "Howard Nugent".

Howard Nugent, President

cc: Virginia Collins

Dick Eliason

Rick Halford

Jay Kertulla

APR 8 1991

ROD



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,

H. Watt & Scott is a non-union construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with unions on public construction projects would be extremely harmful to everyone involved.

It forces contractors like ourselves to deal with hiring out of state employees, nonselectively, thereby leaving ourselves open to inferior labor forces. Worst of all, it could severely limit or eliminate competitive bidding on publicly funded construction projects. We would like to see public projects continue to be bid openly & competitively. We believe that this arrangement would drive the cost of construction up and possibly over the funds allocated for many projects. The competitive market is what our country is based on. Alaska for Alaskans!

We have always preferred to put local people to work, and realize that we get the best quality of work from this policy. It is difficult to believe that any legislator not associated with union influences would not see this bill for what it is. The unions nearly caused the downfall of free enterprise in the contracting world in the early seventies, lets not repeat that mistake.

We ask that you carefully review the affects of this bill, and do everything possible to see that it **does not pass**.

Thank you for your time.

*Glenn Watts*

Glenn Watts  
Pres.

cc: VIRGINIA COLLINS  
DICK ELIASON  
RICK HALFORD  
JAY KERTULA

**JAMES P. SHELDON CO., INC.**  
**JAMES P. SHELDON CO., INC.**

3/21/91

Senator Dru Pierce  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Pierce:

I would like to take this opportunity to express my very serious concerns with regards to CS SB 95, a bill seeking to allow the state and/or its political subdivisions to enter into project labor agreements. My concerns involve the economic and ethical impact which this bill could conceivably project for both the construction industry and the Alaskan populace in general.

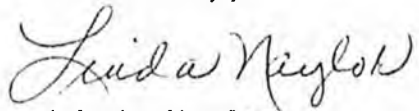
As a small business owner (a material supplier) I am necessarily involved in and dependent upon the construction industry as a whole. Though we provide construction materials rather than labor, we would be affected adversely by any legislation which discounts free and open enterprise within our industry. To dictate to a contractor or sub contractor which labor force must be used essentially mandates the course of an entire government contract - financially restricting, if not eliminating, many contractors. This, in turn, affects all of the other entities which might be potentially involved in or stand to benefit from a public contract. In our particular business, we are always affected by a contractor's budget and, in the case of a budget deficit, are subject to after bid "shopping" which often results in financial loss. Out of state material bargaining and inferior material qualities are two very conceivable means by which an over budget contractor might compensate for labor restrictions imposed by a labor bill such as SB 95. As private businessmen, surely Mr. Rodey and Mr. Menard can appreciate the inability of a business to successfully survive and thrive within a vacuum.

It is equally important that the inequalities exemplified in the proposed content of SB 95 not be ignored. The Alaskan populace in general should be concerned with the implications of this proposed legislation. The state (and its political subdivisions) should not have to be reminded that they, in essence, are not a separate entity but are, and have always been, comprised of every individual Alaskan. The state (and its political subdivisions) are primarily supported by the individuals of the state of Alaska, not vice versa. The state (and its political subdivisions) should, ethically, not even consider legislation which proposes to restrict, prohibit or mandate the rights of its individual citizenry to work public projects due to private "labor agreements". One does not have to work in the construction industry to recognize such improprieties.

Thank you for taking the time to read this and I sincerely hope you will try to understand the broad implications of SB 95 and that those who oppose it are certainly not anti-labor or anti-union. I think, rather, it is a matter of pro-choice and pro-labor for

everyone.

Sincerely,

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

Linda Naylor  
Vice President  
James P. Sheldon Company, Inc.

# JAY-BRANT GENERAL CONTRACTORS

460 GRUBSTAKE AVE., HOMER, ALASKA, 99603 (907) 235-8400 FAX (907) 235-8731

April 5, 1991

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

Subject: CS SB95

Dear Senator Pearce:

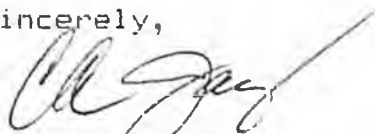
Jay-Brant General Contractors is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor,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



C. A. Jay, Partner  
JAY-BRANT GENERAL CONTRACTORS

# J.N. MALAPANES CONSTRUCTION Co.

P.O. Box 872040  
Wasilla, Alaska 99687  
376-5130

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.

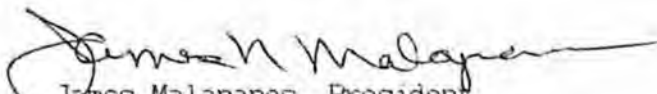
J.N. Malapanes Construction Company is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including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

  
James Malapanes, President  
J.N. Malapanes Construction Company

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

APR 9 1991



P.O. BOX 795, WRANGELL, ALASKA 99929 • PHONE (907) 874-2375

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:

Johnson Construction & Supply, 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,

A handwritten signature in cursive script that reads "Harley Johnson".

Harley Johnson  
Vice President

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

Johnson Controls, Inc  
Systems and Services Division APR 12 1991  
4212 Spenard Road  
Anchorage, AK 99517  
Tel. 907/243 3737  
FAX 907/248 1978

JOHNSON  
CONTROLS

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

April 9, 1991

SUBJECT: CS SB95

Dear Senator Pearce:

Johnson Controls, 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.

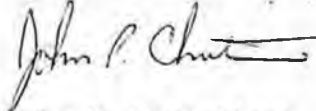
First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

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.

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,  
JOHNSON CONTROLS, INC.



John P. Christians  
Installation Manager

cc: Virginia Collins  
Dick Eliason  
Jay Kerttula  
Rick Halford

MAR 25 1991



March 20, 1991

201 E. Third Ave., Suite #102  
Anchorage, Alaska 99501  
(907) 278-1865  
Fax (907) 279-8690

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

Subject: Senate Bill 95

Dear Senator Pearce,

This letter is written to express Knik Construction's opposition to the Committee substitute for Senate Bill Number 95. From Knik's perspective, this bill raises many legal questions as well as disenfranchising many non-union Alaskan contractors and their employees.

Please register our strong opposition to this bill and do not allow passage.

Very truly yours,

KNIK CONSTRUCTION

A handwritten signature in black ink, appearing to read "David W. Haugen", with a long, sweeping flourish extending to the right.

David W. Haugen  
Vice President

DWH:am

ROD

APR 5 1991

**KOBUK CONSTRUCTION INC.**  
General Contracting / Construction Management  
1634 West 13th Avenue  
Anchorage, Alaska 99501  
(907) 279-6094



March 8, 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;

Hopefully by now you have heard a few comments about SB 95 (I call it the proposed "Lose Your Right To Work Law").

It's been tough trying to survive in the construction business over the past few years and just when I begin to see daylight this comes along.

I'll come to the point. This bill represents a fundamental change in the relationship between contractors, their employees and State agencies. Effectively turning the control of contracting over to the labor unions.

If the labor unions feel that it is so important for their organizations to get into the contracting business may I suggest that they get a contractors license and go into the business.

Of course they have no intention of doing that, not with this bill pending. If this legislation passes the unions will have a lock on the State's construction spending without incurring any of the risk or investment that a contractor assumes every time he bids a job.

I urge you not to support this bill.

Sincerely

Patrick Clark  
General Manager, Kobuk Construction Inc.

*Korobkin*

Korobkin Construction Co.  
6633 Brayton Drive  
Anchorage, Alaska  
99507 2127  
(FAX) 349 5601  
907/344-9424

TRD

April 2, 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:

Korobkin Construction Co. is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State of 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 Alaskans 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,

*Dianne L. Dyer*

Dianne L. Dyer  
President

Korobkin Construction Co.  
DD/tdg  
MISC/LEGISL

CC: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula



Landis & Gyr Powers, Inc.

April 9, 1991

Senator Drue Pearce, Chairman  
Senate Labor & Commerce Committee  
Alaska State Legislature  
P.O. Box V (MS 3100)  
Juneau, AK 9811

Subject CS SB95

Dear Senator Pearce:

Landis & Gyr Powers, 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.

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,

Neil L. Butler

cc: Virginia Collins  
Dick Eliason  
Jay Kerttula  
Rick Halford

*Senator Pearce  
I'm in the supported project  
but he has me I could not  
have... I don't... I support  
Neil Butler*

APR 5 1991



## LASH CORPORATION

GENERAL CONTRACTORS

2705 Mill Bay Road • Kodiak, Alaska 99615

Alaska Bus. License #073464

Alaska Contractors License #AA7732

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 SB95

Dear Senator Pearce:

Lash Corporation 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,

LASH CORPORATION

*Barry N. Steel*  
Barry N. Steel President



**LEASE  
KISSEE  
CONSTRUCTION  
CO.**

APR 2 1991

**GENERAL CONTRACTORS**

7801 East 36th Avenue • Anchorage, Alaska 99504  
(907) 333-6516

March 28, 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:

Lease Kisse Construction Co. 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 organization 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.

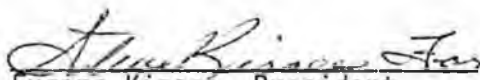
Second, the political agency and the labor organization could refrain from doing business with a contractor, subcontractor, or other person. In essence, this provision might allow an innocent party to be "blacklisted" from bidding on work subject to a project labor agreement.

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.

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,

LEASE KISSEE CONSTRUCTION CO.

  
Eugene Kisse, President

cc: Virginia Collins  
Dick Eliason

Jay Kerttula  
Rick Halford

APR 5 1991

**MADSEN DEVELOPMENT**  
**P.O. BOX 32399**  
**JUNEAU, ALASKA 99803**  
**(907)789-7206**

April 3, 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:


Madsen Development is an open shop construction contractor in the State of Alaska. We feel this legislation allowing to 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 could 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,



Martin Madsen

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

APR 2 1991

**MAD/TIFF DEVELOPMENT**  
**P.O. BOX 33679**  
**JUNEAU, ALASKA 99803**  
**(907)586-2508**

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 SB95

Dear Senator Pearce:

Mad/Tiff Development is an open shop construction contractor in the State of Alaska. We feel this legislation allowing to 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,



Donald C. Madsen

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

MAR 22 1991

## *Martin Construction Inc.*

9361 N. DOUGLAS HWY. JUNEAU, ALASKA 99801  
(907) 586-1884

March 21, 1991

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

RE: Senate Bill 95

Dear Senator Pearce:

My name is Lyle T. Martin, President of Martin Construction Inc., a General Contracting firm, in Juneau, since 1973. Martin Construction Inc., has worked on a number of projects throughout the State of Alaska. Primarily in the remote areas. Because of the remoteness of these areas we have had to hire local and unskilled labor, or non-union labor. These employees have received training through our company and have obtained the skills necessary for not only our projects, but skills that can be used in future employment.

If we hired "Union" employees, the cost to us would have been drastic and these individuals would not have received valuable job skills that make their community a more productive one.

As a former union member of the Laborers Union, I am aware of the union pressures and tactics during labor negotiations.

Senate Bill 95, should be recognized for what it is, an outright attempt to allow union control over the entire construction industry. Through failure at the bargaining tables the unions are now trying to succeed through legislation.

If you allow this bill to be enacted, it will spell disaster for the construction industry, giving the unions total control of the contractors. It would limit competition to only those who chose to bow to union demands.

I, do not see this bill doing anything for the State of Alaska, to help reduce unemployment in remote and outlying areas, where there is a labor surplus.

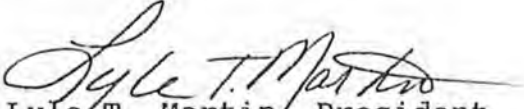
Senator Drue Pearce, Chairman  
Senate Labor & Commerce Committee  
RE: Senate Bill 95

March 21, 1991  
Page 2.

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

Thank you for your consideration.

Sincerely,

  
Lyle T. Martin, President  
Martin Construction Inc.

LTM:dm

cc: Senators  
Virginia M. Collins  
Rick Halford  
Jay Kerttula  
Jim Duncan



# M-B CONTRACTING CO., INC.

7101 DeBarr Rd., Anchorage, Alaska 99504 • Phone (907) 333-5527 • FAX 333-5871

April 1, 1991

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

Subject CS SB95

Dear Senator Pearce:

M-B Contracting Co., 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.

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

Sincerely,

Michael D. Miller



MAR 19 1991



## M-B CONTRACTING CO., INC.

7101 DeBarr Rd., Anchorage, Alaska 99504 • Phone (907) 333-5527 • FAX 333-5871

March 15, 1991

Senator Drue Pearce  
Chairman, Labor & Commerce Committee  
PO Box V  
Juneau, Alaska 99811

Re: Senate Bill No. 95

Dear Senator Pearce:

First, let me ask a question. What is the problem the proposed legislation is intended to fix? I believe the purpose of new legislation is either (1) to correct an existing problem, or (2) to address a newly discovered problem. In other words, "if it ain't broke, don't fix it!" If we can first identify the purpose of this bill, and read it with that in mind, we can better understand the bill.

Section 1(a) does state the purpose of the bill. It is "to structure labor relations at the job site of a public construction project in the interests of industrial harmony . . ." Please tell me what is wrong with the present "industrial harmony."

... and "to permit public agencies to make optimal use of their construction resources." Construction resources are made up of people and money. This bill will cost the State a great deal in people and money to (1) negotiate PLA's for each project for each labor organization on that project, and (2) "retain substantial control of job site labor relations" (Sec 1(c)). I suggest that this be reviewed with Millett Keller and/or Frank Turpin.

The State may negotiate with "one or more labor organizations." We know this refers to the union. There is only one labor organization (union) representing each craft in the State of Alaska.

The PLA obviously replaces all terms and conditions of existing labor agreements entered into by the Contractor. Thus, the State has all authority over employees but none of the responsibility of an employer (Sec 1(g)).



Senator Drue Pearce  
March 15, 1991  
Page two

There are no constraints in this bill limiting the provision for PLA's. It may apply to none or all projects depending upon the appointed representatives who administer the bill. Is it judicious for the legislature to so empower the agency?

Having made these limited comments from my perspective of the effects of this bill, I ask that you re-read the first paragraph and answer my question: What is the real purpose of this bill?

Sincerely yours,



Erma H. Bolick  
160 Ocean Park Drive  
Anchorage, AK 99515

CC: Committee Members  
Commissioner Millett Keller  
Commissioner Frank Turpin

APR 16 1991

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## MF CONSTRUCTION, INC.

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P.O. BOX 231361  
ANCHORAGE, ALASKA 99523  
(907) 696-4727

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:

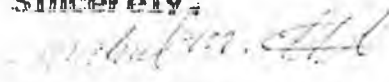
MF Construction, Inc., is a open shop construction contractor in the State of Alaska. We feel this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management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

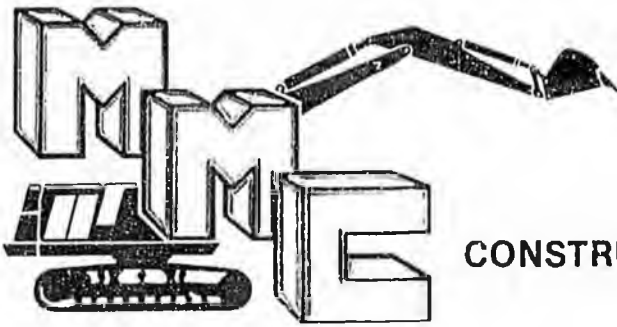
First, it seeks to equate union hire with local hire and thereby associates open shop contractors with non-local hire. This inference is simply not true and a great disservice to Alaskan open shop businesses. Second, it allows public employers to force employees into involuntary union membership. Finally, 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 you not support it in any way.

Sincerely,

  
Michael Fitch, President  
MF CONSTRUCTION, INC.



CONSTRUCTION, INC.

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:

MMC Construction 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 influence 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,

John C. Belarde, President

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

# **MVF** General Contractor Inc.

4/5/91

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:

MVF GENERAL 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.

Thank you



General Manager

APR 3 1991



# MERO'S ASPHALT PAVING, INC.

8210 HARTZELL ROAD  
ANCHORAGE, ALASKA 99507  
(907) 522-1291

April 1, 1991

Senator Drue Pearce, Chairman  
Labor and Commerce Committee  
P. O. Box VMS 3100  
Juneau, Alaska 99811

RE: SB 95

Dear Senator Pearce:

I am writing to you in response to SB 95. As I understand the intent of the bill, only companies signing an agreement with unions would be allowed to work on Public Projects thus "insuring" Alaska hire.

Our company is considered a small business. We engage in Public Projects for 90% of our work. We employ in peak season approximately twenty people, all of which reside in Alaska.

If SB 95 were to be passed, we could add another twenty people on the unemployment list.

We urge you to vote against SB 95.

Sincerely,

MERO'S ASPHALT PAVING, INC.

A handwritten signature in cursive script, appearing to read "Gary E. Lanning".

Gary E. Lanning  
Vice President

GEL/jal

MAR 18 1991



**NEAL & COMPANY, INC.**



2396 KACHEMAK DRIVE • HOMER, ALASKA 99603 • (907) 235-8141

March 4, 1991

Representative Mike Navarre  
Alaska State Legislature  
PO Box V  
Juneau, AK 99811

Dear Mike:

Senate Bill No. 95 is harmful to Alaska and I hope you will do your best to defeat it. It allows public employers like cities and boroughs to form labor agreements with unions to exclude non-union contractors for performing work for the public employer. Advocates of the bill say that its purpose is to promote the hiring of local labor. I disagree with that premise. I think that the result would be the opposite and that there would be less local labor hired, but there are many other dangers in this bill.

First, it violates our important rights as citizens. Every properly documented contractor should have the right to obtain work from a public employer where the construction funds are derived from public sources. For example, our company and most others on the Kenai Peninsula are forbidden to bid on HEA electrical work because HEA has an agreement like this with the Brotherhood of Electrical Workers. Believe me, being excluded from bidding on HEA work annoys me a great deal.

The bill would also encourage public employers to undertake high risk construction work utilizing their own employees rather than using the private sector. Some public employers could be encouraged to enter high risk fields of construction without the safeguards provided by "contracting out" through the competitive bidding system.

Sincerely,

Tony Neal

TN/pch  
Pd903.gen



## NEWBERY ALASKA, INC.

1848 POST ROAD • ANCHORAGE, ALASKA 99501 • PHONE: (907) 258-9073 • FAX: 258-9074

March 11, 1991

Senator Pat Rodey  
P.O. Box V  
Juneau, Alaska 98111

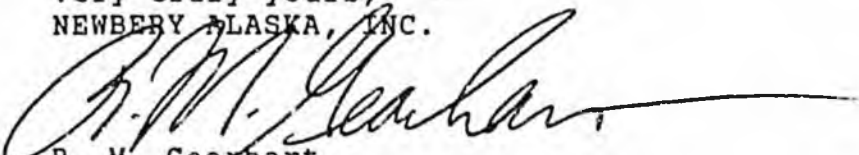
Dear Senator Rodey:

It has been brought to my attention that you have introduced legislation that would permit state agencies to enter into project labor agreements. It is with great pleasure that I extend this letter of support for SB-95. As a long time Alaskan construction contractor, I believe project labor agreements can not only bring about cost savings, but assure local hire of Alaskan's. It is a proven fact that union hiring hall's strictly enforce residence preference when screening for dispatch, and can ensure a reliable and skilled source of labor to meet the needs of a project.

Newbery Alaska, Inc. has performed a number of projects over the years under project agreements including the Anchorage-Fairbanks Intertie, the Red Dog Mine, and the Bradley Lake Hydroelectric Project Transmission Line. The latter project was finished five months early allowing construction power to be backfed to the Power House site, which allowed the Alaska Energy Authority to abandon diesel generating facilities at the site, and providing economic commercial power for the completion of construction at this important facility.

A union project labor agreement can contain special wage rates, overtime provisions and working conditions which will benefit a project of any magnitude and will give all interested contractors level playing field to work from and will ensure that a work force is available to meet construction needs.

Very truly yours,  
NEWBERY ALASKA, INC.

  
R. M. Gearhart  
Vice President and General Manager

APR 10 1991



## *Olgoonik Corporation*

GENERAL CONTRACTOR  
P. O. BOX 29 · MAIN STREET · WAINWRIGHT, ALASKA 99782

April 3, 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:

Olgoonik Corporation 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 Alaska 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 Alaska 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,

L. June Childress,  
President OCC

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kertulla



OMP Building & Supply

PH. 907 383-5230

FAX 907 383 5233

P.O. BOX 392

SAND POINT, ALASKA 99661

April 2, 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;

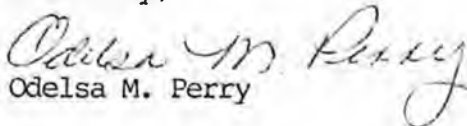
OMP Building & Supply is an open shop construction contractor in the State of Alaska. We feel that this legislation allowing the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management, 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 is 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 "iv" and unnecessary legislation and ask that you not support it in any way.

Sincerely,

  
Odelsa M. Perry

MAR 22 1991



ALASKA:  
P.O. Box 91268  
Anchorage, AK 99509  
Telephone: (907) 563-4188  
Fax: (907) 563-2661

## Pacific Partition Systems

HAWAII:  
P.O. Box 30357  
Honolulu, HI 96820  
Telephone: (808) 833-9060  
Fax: (808) 833-2904

March 19, 1991

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

Attn: The Honorable Drue Pearce

Re: Senate Bill  
CS SB 95

Senator Pearce,

I am writing to ask you to defeat Senate Bill CS SB 95 out of grave concern.

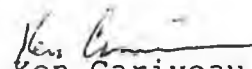
This bill allowing, the State to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management, and the public welfare.

- 1.) It would be a direct threat to free enterprise.
- 2.) It would negate the labor-management relationship, and diminish the bargaining process.
- 3.) It would result in inefficiency, and higher costs for public construction.
- 4.) It would increase the cost of state governments, without obtaining any beneficial goal.

As the President of the Southern Alaska Painting and Decorating Contractors of America, and also a foreman journeyman in the field, I have many years of experience on both sides of this matter.

I respectfully urge you to support the opposition to this bill.

Thank you,

  
Ken Cariveau  
Vice President

KC/dr

APR 8 1991

POD

(SAMPLE LETTER FOR OPEN SHOP CONTRACTORS)  
(Your company letterhead)

*Paul's Service*

*Box 836*

*Homer AK 99603*

(Date) *3-29-91*

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:

*Paul's Service*  
(your company name)

\_\_\_\_\_ 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.

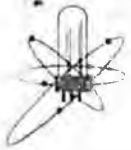
We strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you not support it in any way.

Sincerely,

(Your Name)

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

*Why is everyone involved with unions always  
Trying to take away our freedom, it is not right.  
They lose their own freedom without realizing  
what they're doing - Paul Roderick.*



# Precision Electric, Inc.

8881 GOLOVIN STREET, ANCHORAGE, ALASKA 99507  
(907) 522-3771 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

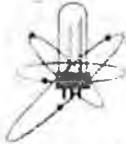
Subject: CS SB95

Dear Senator Pearce:

Precision Electric, 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.



**Precision  
Electric, Inc.**

---

8881 GOLOVIN STREET, ANCHORAGE, ALASKA 99507  
(907) 522-3771 FAX: 522-3963

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,

A handwritten signature in cursive script that reads "Roger E. Schenk".

Roger E. Schenk  
President

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

APR 15 1991

# Quality Electric

COMMERCIAL & RESIDENTIAL WIRING

8331 Northwind • Anchorage, Alaska 99504 • (907) 338-7605

April 7, 1991

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

Subject: CS SB95

Dear Senator Pearce:

Quality Electric 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 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.

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.

Respectfully,

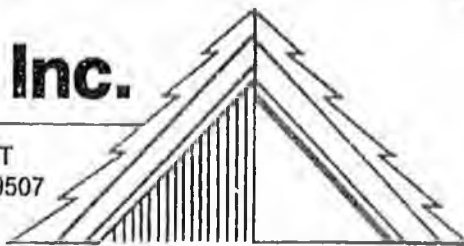
  
Margot J. Bias

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kertula

MAR 25 1991

# Rain Proof Roofing Co. Inc.

2201 EAST 84TH COURT  
ANCHORAGE, ALASKA 99507  
(907) 344-5545



March 21, 1991

Senator Drue Pearce  
Capitol Building  
Pouch V  
Juneau, Alaska 99811

Re: Senate Bill No. 95

Subject: Defeat in Committee

Dear Senator Drue Pearce:

The purpose of SB95 is to allow the State or political subdivisions of the State to enter into project labor agreements with labor organizations on publicly funded construction projects. Many supporters of SB95, specifically I.B.E.W. Local Union 1547 conceive "that it promises to secure for Alaska a legal means to insure local hire" and "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." (Copy Attached) The result of this bill will be to lock-out non-union contractors from bidding on publicly funded projects. This being accomplished under the guise of a local hire bill.

To allow passage of this bill will jeopardize the two most fundamental concepts of free enterprise.

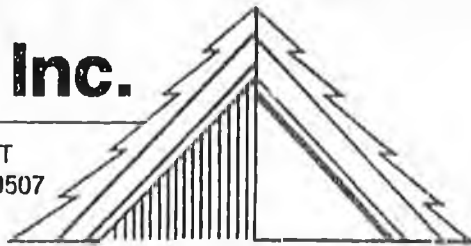
- 1) It allows Public Employers to force employees to join unions without a vote by the employees
- 2) It will severely limit or possibly eliminate competitive bidding on publicly funded projects

It is inconceivable that the legislature would consider mandating what group, i.e. union, will represent an employer's employees with the employees having no vote or voice in the decision making process. We are a family owned and operated roofing contracting business that was founded in Anchorage in 1962. Our companies employees were represented by the union from 1962 through 1978. After considerable thought and weighing the pros and cons of union affiliation vs non-union affiliation, we made the decision to become a non-union shop. Our company provides benefits to our employees comparable to their having union representation; Medical and Dental Coverage, Profit Sharing, Pension Plan (with immediate vesting), Safety Training Programs, On-the-Job Training, and Educational Employment Training.

Our gravest concern is that labor organizations are inferring that union correlates to local hire and non-union correlates to non-local hire. We are appalled that this inference has been made. As an Alaskan company averaging sixty employees annually, less than 3% of our entire workforce are non-residents of Alaska. In actuality, non-residents are only employed when the Alaska workforce has been exhausted, and then only for the time frame necessary to catch up before winter weather sets in, resulting in less than 1% of the total hours worked being non-residents of Alaska.

# Rain Proof Roofing Co. Inc.

2201 EAST 84TH COURT  
ANCHORAGE, ALASKA 99507  
(907) 344-5545



Page 2  
March 21, 1991

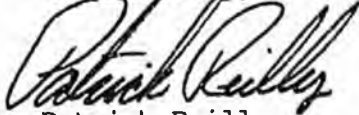
Re: Senate Bill No. 95

Subject: Defeat in Committee

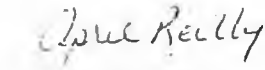
It is not clear whether the passage of this bill may violate the National Labor Relations Act and the Sherman Antitrust Act for private sector employees and employers. But the litigation which will surely ensue if this bill were to pass will put the construction industry in the State of Alaska in total confusion and disorder. Something this state can ill afford after finally beginning to rise from the depths of recession.

Are Alaska legislators confident that statistics will prove that union contractors provide the best quality service for the best price, that publicly funded projects no longer need to be bid competitively? If this bill were to pass, it could preclude our company from bidding on publicly funded projects and/or force our employees and company to enter into a bargaining agreement, which may not be beneficial to the employees, to our company, or to the State. We strongly urge you to consider the consequences of passage of Senate Bill No. 95, and ask for its quick and decisive defeat in the Labor and Commerce Committee.

Respectfully,

  
Patrick Reilly  
President

Respectfully,

  
April Reilly  
Secretary/Treas



**RITCHIE**  
TRANSPORTATION CO., INC.

April 1, 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:

Ritchie Transportation Co., Inc. is an 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 that you not support it in any way.

Sincerely,

Allan V. Ritchie,  
President



Alaska Contractor's License #AA2149  
General Contractors • Sand & Gravel • Ready Mix Concrete • River Tugs & Barges

P.O. Box 777 • Wrangell, Alaska 99929 • (907) 874-2308

# ROCKFORD CORPORATION

APR 5 1991

PIPELINE CONSTRUCTION

Phone (907) 344-4551

GENERAL CONTRACTORS

P.O. Box 111706  
Anchorage, Alaska 99511

TANK ERECTION

FAX (907) 344-2130

April 3, 1991

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

Subject: Senate Bill 95

Dear Senator Pearce:

Rockford Corporation, an Alaskan corporation, has been performing work as a Union Contractor throughout Alaska for over twenty (20) years, with individual projects ranging in size to over ten (10) million dollars, for the Navy, Corps of Engineers, Air Force, Coast Guard, AIDEA, Cominco Alaska, BP Exploration, ARCO, and several other public and private owners, including the Municipality of Anchorage, Butler Aviation, and many others.

There are many aspects to the relationship between a contractor and a union, which are established through the collective bargaining process, either directly between the contractor and the union or between the authorized contractors' organization and the respective union. Some of the aspects involved include not only the hourly wage rate, fringe benefits, travel and subsistence, apprenticeship, work rules, crew size and make-up, coffee breaks, lunch breaks, overtime pay, shift hours and differential, rules for hiring, layoffs and firing, show-up time, supervisory authority, transfer of employees, responsibilities of stewards to work in a productive manner, dues check-off and other reporting requirements, but also many other subtle aspects which affect the welfare of the workers as well as the rights of the contractor to perform the work in a safe, productive, competitive manner.

Beside the unions, only the Contractor can truly understand these relationships, because beside the unions, only the Contractor has to live with all the clauses of the respective Collective Bargaining Agreement. The project Owner will inevitably look to the Contractor for competent, timely completion of the project at the lowest competitive price, to the standards and quality required by the plans and specifications.

If a project Owner or bureaucrat negotiates agreements with the unions and then imposes these agreements on the Contractor, the result will most certainly be higher project costs due to restricted competition and the reduced ability of the Contractor to control his work. Such a process would also water down the Contractor's ability to control adherence to safety and environmental requirements, for which the Contractor is held responsible by the respective State and Federal agencies involved, as well as the Owner itself.

Senate Bill 95 would unfairly restrict competition, not only by eliminating non-union contractors, but also tipping the balance toward any favored union contractors who do not object to whatever agreements the bureaucrats and the unions come up with. The potential result would be that the unions would be in a position to influence which contractors would realistically be able to perform on public construction project. The contractor would merely be the vehicle through which the bureaucrat runs the project and deals with the union. Such agreements would have a ripple effect on private construction work.

Senate Bill 95 would also have the effect of eliminating the right of construction workers to decide for themselves whether or not they wish to be represented by a union on public construction work.

**If Senate Bill 95 passes, you might as well eliminate the Contractor from the construction process, and open wide the public pocketbook. Senators Rodey and Menard should try to actually build a job as a project manager, and then see if this bill makes any sense.**

ROCKFORD CORPORATION respectfully requests that this bill be filed where it belongs - in the circular vertical file.

Very truly yours,

ROCKFORD CORPORATION



Dexter F. Smith  
VP/General Manager

DFS/GRS/ps

cc: Senator Kertula - Senate Labor & Commerce Committee  
Senator Eliason - Senate Labor & Commerce Committee  
Senator Collins - Senate Labor & Commerce Committee  
Senator Halford - Senate Labor & Commerce Committee  
Jim Lane - Exec. Director, AGC, Alaska Chapter

MAR 25 1991

# Schank Mechanical, Inc.

106 E. DOWLING ANCHORAGE, ALASKA 99518  
TEL. (907) 561-1525 FAX (907) 562-4919



March 20, 1991

Senator Dru Pierce  
Chairman Labor & Commerce Committee  
P. O. Box V  
Juneau, AK 99811

Dear Senator Pierce;

We hereby express our opposition to CS SB No. 95. This must be one of the worst pieces of legislation ever conceived. There is really no good part of this bill as written. We are a union shop, but, we reserve to ourselves the control of negotiation without the interference of the State of Alaska or any other political body.

This bill, as written, sets the State of Alaska or its designated agent to be not only the watchdog, but judge, jury and sentencing body for all public construction projects. Police state tactics are not welcome by either union or non-union shops. The right to hire and/or fire any individual must be the sole right of the entity that pays that person, with the exception of federal, state or municipal employees.

Yours truly,

A handwritten signature in cursive script that reads 'Leona M. Schank'.

Leona M. Schank, President  
Schank Mechanical, Inc.

APR 4 1991

ROD

Shaffer Construction Co.

Commercial and Residential Construction

P.O. BOX 1683

SITKA, ALASKA 99835

(907) 747-6721 or

747-5636 (Message)

Steve Shaffer

OWNER

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:

Shaffer Construction 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,

*Steve Shaffer*

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

Re: CS SB 95

Dear Senator Pearce:

SKW/Eskimos, Inc. is very concerned about the possible impacts of legislation allowing the State (or political subdivisions of the State) to enter into project labor agreements with labor organizations. As an organization that operates with both union and non-union construction arms, we understand the validity of some of the claims made on each side. However, we are a wholly owned subsidiary of Arctic Slope Regional Corporation and, as such, our mission statement reflects our charge to provide "commercial, industrial and other economic activities to enhance Inupiat cultural and economic freedoms". It appears to us that passage of this bill would be in direct conflict to our goal of providing employment opportunities to our shareholders.

This bill appears to equate union hire with local hire. In our case, that couldn't be further from the truth. If this bill passes, our shareholders would be forced to join a union they don't need in order to work on local village projects. It would prohibit us from hiring shareholders without the necessary experience to be on the union "A" list and would invite labor organizations to send "qualified" union members from other communities to take local shareholder jobs. As a consequence, it would prohibit hiring and training opportunities for shareholders who may not have the necessary experience but who could be offered training through employment on our local project.

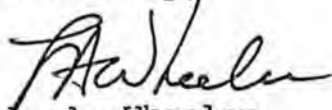
In addition, a small village project could be hampered by the "jurisdictional" difficulties associated with union employees. For instance, a union carpenter is unable to perform work outside his or her craft description. On a village project, all craftsmen are required to occasionally assist others to assure cost effectiveness. Being unable to call on all craftsmen for occasional or emergency assistance would be extremely inefficient use of manpower in a remote situation and would add greatly to the cost of public projects.

Senator Drue Pearce  
April 3, 1991  
Page 2

By allowing public agencies to enter into project agreements with labor organizations which become binding on contractors and subcontractors, it essentially subverts our bargaining rights and will have a very negative impact on the competitive construction business.

It is our feeling that this legislation is not only unnecessary but would be very destructive to our corporate goals. We request that you do not lend your support to its passage.

Sincerely,



L. A. Wheeler  
General Manager

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula  
Harry Kaleak - Arctic Slope Regional Corporation

# SKYLINE Electric Inc.

540 WEST POTTER DRIVE  
ANCHORAGE, ALASKA 99502 18

TELEPHONE  
(907) 561-1278

March 8, 1991

ED SCHENDERLINE  
PRESIDENT

Senator Pat Rodey  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Rodey:

It's been brought to my attention that you've introduced SB-95 authorizing State agencies to enter into project labor agreements.

As a longtime contractor in Alaska, I see many benefits to such agreements. First of all, such agreements can ensure a reliable source of labor is available to meet the needs of a project. This is critical to impacting the cost of any project.

I know one thing about construction, and that is the cost to a project when delays occur due to labor shortages or disruption is extremely high,

A union project labor agreement can contain special wage rates, overtime provisions and working conditions which will benefit a project of any magnitude. Quite candidly, from a project owner's perspective, the key to any project lies in ensuring the project is completed on a timely basis, thus reducing financing costs. This in itself may mean millions to the State of Alaska in savings.

Thanks for your efforts in this area.

Sincerely,

  
Ed Schenderline

# Spenard Plastering Company

7901 King Street  
Anchorage, Alaska 99502  
(907) 522-1185  
FAX (907) 349-5776

April 01, 1991

Senator Drue Pearce, Chairman  
Senate Labor & Commerce Committee  
Alaska State Legislature  
P.O. Box V (MS 3100)  
Juneau, Alaska 9811

Subject CS SB95

Dear Senator Pearce:

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

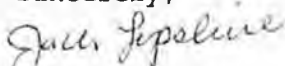
First, the legislation requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor.

Second, the political agency and the labor organization could refrain from doing business with the 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.

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,



Jack Lopshire

cc: Virginia Collins  
Dick Eliason  
Jay Kerttula  
Rick Halford

MAR 22 1991

STUTZMANN ENGINEERING ASSOC., INC.

P.O. BOX 1429  
FAIRBANKS, ALASKA 99707  
(907) 452-4094

March 19, 1991

Senator Drue Pierce  
Chairman Labor and Commerce Committee  
Pouch V  
Juneau, Alaska 99811

Dear Sir:

I am writing this letter in opposition of Proposed C.S. SB 95 concerning State and Political Subdivisions thereof, Contractor's and Sub-Contractor's labor relations.

This bill is one more transgression of the State into an area that is properly the domain of the Private Sector, Contractor's, Their Sub-Contractor's and their employees.

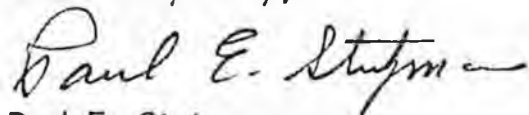
It is totally unnecessary for the State to interfere with these functions more than it already does.

Existing laws are more than adequate and have worked sufficiently well. More law will also, of course, create a need for more State bureaucracy to police the same and we certainly do not need that at this time.

One further consideration is that this law would also result in higher bid prices on effected projects.

Please Oppose This Bill.

Yours very truly,



Paul E. Stutzmann,



## TAMSHER CONSTRUCTION

A Division of Tamsher Enterprises & Rentals, Inc.

March 29, 1991

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

RE: Senate Bill 95

Dear Senator Pearce:

Tamsher Construction is opposed to SB 95 and believe that such a bill would be detrimental to the welfare of all Alaskans.

Such a bill would, in our opinion, at best be dictatorial. We cannot visualize what advantage such a law would be to the State of Alaska and its citizens. By limiting the awarding of contracts to only "Union Contractors" much of the competitive aspect of bidding would be eliminated therefore resulting in higher construction costs. Several years ago when the economy was rolling along, unions were to a large extent responsible for the high costs of construction. Many small and not so small contractors could not compete fairly in such an arena and were forced out of business by those very costs.

Since Alaska contractors must, by law, abide by the Davis-Bacon Act which ensures that all employees are fairly compensated for their labor and that Union and Non-union contractors pay the same wage scale and fringe benefits, SB 95 would be redundant and well as unconstitutional. It would also be another costly program to administer.

It is unthinkable that the State of Alaska, by enacting such a law would in effect go into "partnership" with the labor unions. SB 95 will not guarantee Alaska hire. It will, however, guarantee that Labor Unions are able to influence who will contract with the State of Alaska for State funded projects. This will increase the cost to the State for constructing projects. This cannot be in the State's best interest, or its citizens.


A person should not be discriminated against because he or she does not belong to a certain labor organization. Nor should a person be forced to join such an organization in order to get a job, Most definitely, a contractor should not be eliminated from bidding on State funded projects if he or she is not a union contractor. That would be like making a law which states that "only Democrats" or "only Republicans", or so on, can vote. In other words, such a law would be tantamount to rescinding one's freedom.

1889 E. Tudor Road • Suite # 304F  
Anchorage, Alaska 99508

Ph. (907) 562-4667

Every Alaskan should have the right to make the choice to belong or not to belong to an organization and not be punished for their choice. Such a law would do just that - punish those who do not wish to belong to the Unions and this punishment would be meted out by the State of Alaska.

Yours truly,

  
Pierrette T. Fletcher

PTF/pf

CC: Senator Jalmar Kertula, Senate Labor and Commerce  
    Senator Richard Eliason   "       "       "  
    Senator Virginia Collins   "       "       "  
    Senator Rick Halford       "       "       "  
    Senator Frank  
    Senator Zharoff  
    Senator Hoffman  
    Senator Sturgulewski  
    Mr. Jim Lane, Director AGC, Alaska Chapter

MAR 19 1991



March 14, 1991

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

Dear Senator Pearce:

Re: Committee Substitute for SB 95

As I sat through the hearings on this bill on March 13, I was struck by the thought that if, as Ms. Brooks said, this bill really isn't needed for the unions to enter into project labor agreements with government entities, then I had to agree with her analysis that the strong opposition to the bill is misplaced. Further, if the law is truly permissive and the government entity has the sole discretion to determine which projects might be subject to project labor agreements, then the bill seems as innocent as purported. However, I question those conclusions.

I was also struck with the fact that the bill was presented as a local hire solution, but no facts or studies were presented to support this hypothesis. I believe that if a study was undertaken of the projects performed for State agencies during the past five years, we would find that a vast majority of the workers employed on these projects would be Alaskan residents. Such information could be derived from the certified payrolls already on file with the Department of Labor. I do believe that a problem might exist on large "mega" projects which by their nature usually require specialty workers and which, because of their size would be performed by outside contractors. However, as we've seen on the Bradley Lake project, the contractor negotiated a project labor agreement with a number of labor organizations because both parties could realize benefits from such an agreement.

I believe that some of the provisions of the bill still present areas of concern. First, in Sec 2 (b)(3), 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. This provision should be either eliminated or the conditions for implementation clearly set forth.

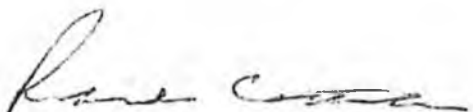
Second, Sec 2 (c) requires the political entity to retain substantial control of the means, manner, and standards of performance of all employees on the job. This requirement represents a monumental change in the traditional relationship between the owner and contractor. The contractor is traditionally responsible for the means, manner, and standards of performance necessary to prosecute the work in a timely, efficient manner. Historically, the intrusion of the owner into this area of the contractor's responsibility has led to construction claims if the intrusion negatively impacts the contractor in any manner. Such claims are almost always successful, and the responsibilities of the parties are so clearly established by both tradition and law, that owner's representatives clearly avoid any attempt to direct the work of the contractor. This provision should be eliminated or the political entities attempting to use this authority will most likely be forced to defend their actions in court.

Lastly, I still fail to understand the financial savings that are suggested. The wages and benefits that must be paid on a project are established by the Little Davis Bacon act and therefore will not be effected by such an agreement. Since the costs of a project are comprised of labor, equipment, materials, overhead, and profit, and since the project labor agreement only affects labor, we must assume that the savings are to be derived from some efficiencies in the utilization of labor since labor rates are established by law. If this is the case, then examples should be offered so that the efficiencies can be understood.

Perhaps the greatest concern regarding the intent of the legislation is the stated purpose set forth by the IBEW. In their February, 1991 newsletter, they say, *"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 could 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."*

Given the stated goals, I think you can understand the concerns expressed by the Administration and the AGC. We urge you to acknowledge the bill for what it is, an attempt by organized labor to take over the construction industry by attempting to control the source of a significant portion of the industries revenues, and ask that you stand with us to defeat this effort.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Richard Cattanach".

Richard Cattanach

cc: Senator Eliason  
Senator Collins  
Senator Halford  
Senator Kertulla

APR 15 1991



**UNIVERSAL OGDEN SERVICES**  
REMOTE SUPPORT WORLDWIDE

P.O. Box 100859  
TELEPHONE: (907) 561-1300

ANCHORAGE, ALASKA 99510-0859  
FAX: (907) 561-1896

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 BS95

Dear Senator Pearce:

Universal Ogden Services 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 require 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.

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,

Alan Johnson  
Assistant Division Manager  
Universal Ogden Services

cc: Virginia Collins  
Dick Eliason  
Jay Kerttula  
Rick Halford

Bob Tallent  
Vice President Alaska Division  
Universal Ogden Services

FAXED



**Peter Leathard**  
President

5151 Fairbanks Street  
Anchorage, Alaska 99503  
Telephone: (907) 584-6104  
Facsimile: (907) 584-6130

March 22, 1991

Senator Drue Pearce  
Room 113, Capitol  
P.O. Box V  
Juneau, AK 99811

Re: Senator Bill 95

Dear Senator Pearce:

I am concerned with the proposed Senate Bill 95.

In my opinion Senate Bill 95 will be detrimental to companies working in Alaska. It is imperative to maintain a balance between the union and non-union work forces. I believe Senate Bill 95 will unnecessarily upset that balance. Also, it is necessary to allow company management flexibility to manage effectively and competitively. This Bill will make governmental agencies be more involved creating unnecessary government controls and bureaucracy.

In addition, under certain conditions this bill may eliminate some companies and a large segment of the Alaskan work force from participating on public funded projects.

I believe it would be in the Alaska's best interest to reject this Bill.

Sincerely,

Pete Leathard  
President

:sg

MAR 20 1991

LEO A. WALSH, President

Phone 907-561-1591

**Walsh & CO.**

INCORPORATED

GENERAL CONTRACTING

93130  
Box ~~XXX~~ • Anchorage, Alaska 99509

March 18, 1991  
AHQ-1-52



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

Dear Senator Pearce:

In my some 42 years in the State of Alaska, I have yet to see what I consider a worse piece of legislation than CS SB 95.

The bill is designed for the sole benefit of organized labor whose contribution to the State throughout the years has been questionable. Organized labor would gain a virtual monopoly on all labor pertaining to State contracts. Once in control of the employer's option to hire his personnel, they would be in a position to dictate the terms of who worked and who would remain unemployed. They would be in a position, in accord with Section 2 Subparagraph (b)(3), to require the State to cease or refrain or agree to cease or refrain from handling, using, selling, transporting, or doing business with a contractor, subcontractor or other person. This is extremely strong language and would no doubt lead to many court battles, leading to award of damages and the eventual declaration of the bill being unconstitutional.

Organized labor, with the power that they would gain from such legislation, would most likely be joined by organized crime and would soon control the State.

Protect the free enterprise system. Respect the employer's rights of management and get rid of this bad legislation serving the self interest of organized labor.

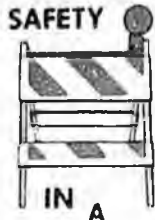
Very truly yours,

WALSH & CO., INC.

*Leo A. Walsh*  
Leo A. Walsh  
President

LAW:pb

cc: read, file



*flash*

## WARNING LITES OF ALASKA, INC.

MAIN OFFICE

591 W 67TH AVE. ANCHORAGE, ALASKA 99518-1555

PHONE (907) 562-2124



March 29, 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,

I am writing to express my concern of the effects that the passing of this bill would have on the construction industry in Alaska. This legislation, if enacted, will change the employment relations act (AS 23.40.070) which relates to public employees. Senate Bill 95 will cause this act to effect private employers and employees by severely limiting or eliminating the opportunities to be involved in publicly funded projects.

Section 2(3)(e) of the proposed bill appears to allow agreements between public employers and labor organizations whereby a public employer could agree not to solicit contracts from those who do not have a labor agreement with that organization. This will reduce the practice of a competitive bidding process on public projects which was designed to promote free enterprise, creativeness and "industrial harmony".

All Alaskan's now have the opportunity, the challenge and the hope of bidding on and securing public works projects. Don't pull the rug out from under our feet by promoting such biased legislation. Please consider the long range effects of this bill before sending it out of committee.

Sincerely,

*Marie Wilson*

Mrs. Marie Wilson  
President, Warning Lites of Aalska, Inc.

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttule

KENAI

BRANCH LOCATIONS

FAIRBANKS

MI 18 1/2 KENAI PUR RD. P.O. BOX 4173  
KENAI, ALASKA 99611  
(907) 283-8440

2135 DONALD AVE.  
FAIRBANKS, ALASKA 99701  
(907) 451-6199



WATTERSON CONSTRUCTION CO.

P.O. BOX 92619  
ANCHORAGE, ALASKA 99509-2619  
(907) 277-7664 FAX NO. (907) 274-8698

APR 18 1991

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:

As an Alaskan owned and operated Open Shop Contractor we believe the subject legislation is detrimental to everyone concerned including Labor, Management and the Public. It is narrow special interest legislation, which can only benefit the coffers of Labor Organizations.


As I am sure you are aware all publicly funded projects fall under the Prevailing Wage (Davis-Bacon) provisions of Public Works Contracting, therefore, the workmen receive the same total compensation, whether or not they are Union or Non-Union.

As a result of Non-Union Contractors inroads into the Alaska Construction Market, local hire has advanced significantly. The Open Shop Contractor has no requirement for joining a Labor Organization, therefore, he is free to hire any individual at any location with the only requirement being the individual's willingness to work. The subject bill would require that all local hire prospects be required to join the Union involuntarily prior to being hired.

The bill as presented could severely limit competitive bidding on publicly funded projects at a substantial increase in cost to the local Government entity. These increased costs would not only be a result of decreased competition, but also the cost of transporting Union employees to the site and providing Room & Board for same.

We recognize the economic benefits of hiring Alaskans and strongly oppose this legislation, which would place our employees into a position of being excluded from Alaskan Public Works Projects. We request that you oppose this negative legislation.

Sincerely,  
Watterson Construction Co.

  
William C. Watterson  
President

Wilco Contractors  
16701 Ransom Ridge  
Anchorage, Alaska 99516  
345-6288

MAY 3 1991

ROD

April 30, 1991

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

Subject: CS SB95

Dear Senator Pearce:

Wilco 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 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,



Bill Wilkinson

cc: Virginia Collins  
Dick Elianson  
Rick Halford  
Jay Kerttula

MAR 19 1991



WILDER CONSTRUCTION CO., INC.

March 15, 1991

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

RE: Senate Bill 95

Dear Senator Pearce:

Wilder Construction Company is a Union Contractor in the State of Alaska. We believe in the principles of free and open competition in bidding and obtaining public work. Senate Bill 95 contradicts the open competitive bid process, which assures that a project will be built for the lowest cost possible, in several ways:

1. Senate Bill 95 would restrict some Contractors from being able to bid on public work. It appears that the intent of this bill is to ensure Unions that only Union Contractors will be able to bid on State funded public work.
2. 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. It appears that the Labor Organizations are attempting to get this bill passed, partly for this purpose. It would be much more lucrative for them to bargain with the public sector, who may not know all the ramifications of what they are agreeing to, than to bargain with Contractors regularly engaged in the industry. 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. Work rules can be a very costly but under-analyzed portion of any agreement; people in the industry are better able to determine the costs, both direct and indirect, of rules and proposed rule changes. Senate Bill 95 would subvert this bargaining process which is an integral part of our competitive bid process and free market economy.

3. Senate Bill 95 if enacted and Labor Agreements were reached, would affect Private sector employers. These agreements would become precedent in Labor negotiations between Unions and Contractors.
4. Senate Bill 95 will not "guarantee" Alaska Hire. It will guarantee that Labor Organizations are able to influence who will contract with the State of Alaska for State funded projects. Most certainly, this will increase the cost to the State for constructing projects, which is not in anyone's interest.
5. The National Labor Relations Act provides recourse for all employees to decide whether they want Union representation. If Senate Bill 95 is enacted, you are aborting this employee prerogative.

Respectfully,



Paul Ross  
Wilder Construction Company

cc: Senator Jalmar Kertula, Senate Labor and Commerce Committee  
Senator Richard Eliason, " " " " "  
Senator Virginia Collins, " " " " "  
Senator Rick Halford, " " " " "  
Jim Lane, Director AGc, Alaska Chapter

APR 5 1991



**WILSON CONSTRUCTION, INC.**

Box 813 • CORDOVA, ALASKA 99574 • (907) 424-3452

April 3, 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:

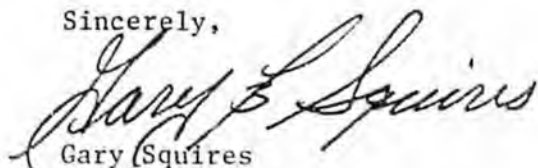
Wilson Construction, Inc. is an open shop construction contractor in the State of Alaska. We feel this legislation allowing the state to enter into project labor agreements with labor organizations on public construction projects would be highly detrimental to everyone concerned, including labor, management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



Gary Squires

CC: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

**WOLVERINE SUPPLY, INC.****GENERAL CONTRACTORS**

5101 East Parks Hwy. • Wasilla, AK 99687

Phone (907) 373-6572

Fax (907) 373-6504



Serving Alaska since 1964

APRIL 1, 1991

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

Subject: CS SB95

Dear Senator Pearce:

Wolverine Supply, 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,

  
 Marc Van Buskirk

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Nerstula

APR 15 1991



# Woodard CONSTRUCTION

907-563-3050

April 12, 1991

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

RE: CS SB95

Dear Senator Pearce:

Woodard Construction Company is a bona-fide construction contractor, now in our 40th year of continuous service in the Construction Industry. For the most recent 25 years, we have been a "resident" Alaskan Contractor. We are, and always have been, a "Union Contractor" and have constructed many public projects as you can see from our attached resume. A substantial number of these projects have been in the outlying or "bush" areas. In these remote areas, contractors are encouraged, and often "mandated" to utilize local hire. We believe this is as it should be, because residents of villages and remote areas often have very little opportunity to participate in the economy of this state. They need the income, the work and indeed there are many qualified workers in these areas who are deserving of the work.

In these areas, we have generally been guided by the "Little Davis Bacon Wage Rates." These rates have sometimes provided a real handicap to "local hire," because of the fact that no allowance was made in that wage structure for untrained - totally unskilled workers (we note here that the Federal Davis Bacon Act wage structure has now been modified to allow for the employment of "helpers"). When a contractor prepares his bid for the work, he must prepare it on the basis of utilizing his known skilled workers production capabilities for competitive reasons. (After all, our economy is best served by open and free competition by private enterprise!) But when the contractor has been awarded a contract, he often finds himself and his finances under what amounts to a "state of siege" against him. He has fulfilled all the bidding requirements, non-discrimination, equal opportunity rules and the multitude of other regulations that currently are imposed upon a construction contractor. Then he finds himself further restricted by the imposition of more "rules."

Senator Drue Pearce, Chairman  
April 12, 1991  
Page 2

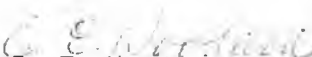
Example: The "local-local" hire as imposed by then Governor Cowper in the area above the Yukon River in 1986-87. During that period, Woodard Construction Company bid for and entered into a contract for an addition to the Huslia School. Woodard had been one of five firms competing for this project. We based our bid on production rates known to us.

After the award and signing of the contract, this local-local hire of 97% was imposed upon Woodard Construction. Because of this condition, our total payroll was increased from \$60,000 to \$128,000. More than double our estimate, and, of course, resulting in a direct loss to Woodard Construction Company. We paid "Little Davis Bacon Act" wages, including wages for the Camp Cook (local hire) in excess of \$24.00 per hour.

This is a concrete example of why, for one reason, in our opinion the State has no business entering into the area of free and private enterprise.

We have successfully participated in labor negotiations for 39 years, have never had any labor disputes which resulted in work stoppage-discrimination, time overruns, or product quality deterioration. We do not believe anything can be gained, and much could be lost if the State or any agency thereof were to enter into the business of the free enterprise employer. The public has been served and will continue to be served best under our present system.

Sincerely yours,

  
C. E. Woodard

CEW/tlp  
Ser. 910029

Enclosure

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula  
AGC of Alaska - Anchorage

**RESUME**  
**WOODARD CONSTRUCTION CO., INC.**  
**511 WEST 54TH AVENUE**  
**ANCHORAGE, AK 99518**

**COMMERCIAL, OFFICE, PRIVATE AND PUBLIC FACILITIES**

*Togiak Eskimo Seafood Plant--Togiak Eskimo Corporation, Togiak, Alaska*  
*Redi Electric office/shop/warehouse--6151 "A" Street, Anchorage, Alaska*  
*Alaska Van and Storage--Post Road, Anchorage, Alaska*  
*Annabell's Elephant House--Alaska Zoo, Anchorage, Alaska*  
*Binky's Cage and Polar Bear Grotto--Alaska Zoo, Anchorage, Alaska*  
*Toyota Dealership, Universal Motors--Anchorage, Alaska*  
*Market Basket Store; 6,000 sq. ft. interior remodel--Mountain View area, Anchorage, Alaska--1983-1984*  
*Mountain View Post Office remodel--Anchorage, Alaska*  
*Alaska Winter Distribution Center building; 9,200 sq. ft. three story building--Spenard Road, Anchorage, Alaska--\$800,000*  
*Saint Elizabeth Ann Seton Catholic Church--Huffman Road, Anchorage, Alaska--\$1.2 million, 1989-1990*  
*Catholic Archdiocese of Anchorage; office building--Reka Drive and Bragaw St., Anchorage, Alaska*  
*Moose Club 1584; addition and remodel--Anchorage, Alaska--\$140,000, 1990*

**SCHOOLS AND LEARNING INSTITUTIONS--STATEWIDE, CITY AND VILLAGE COMMUNITIES**

*Alaska Skill Center; shop and classroom building--Seward, Alaska*  
*Tok School; addition and remodel--Gateway School District, Tok, Alaska*  
*Susitna Valley High School; new building and site development--Parks Highway, Montana Creek, Alaska--\$1.8 Million*  
*Tustumena Elementary School; addition--Kasilof, Alaska*  
*Northway High School--Northway, Alaska--\$1.6 Million, 1976*  
*Lime Village, Sleetmute, Telida Village Schools--Iditarod School District, McGrath, Alaska--\$1.4 Million*  
*Nicolai School; addition and remodel, 6,310 sq. ft.--Iditarod School District, McGrath, Alaska--\$2 Million*  
*Talkeetna Grade School; remodel and addition--Talkeetna, Alaska*  
*Levelock School; addition and interior remodel, 14,000 sq. ft.--Southwest Region School District, Dillingham, Alaska--\$2.1 Million, 1985-1986*  
*Huslia School; classroom addition--Yukon-Koyukuk School District, Huslia, Alaska*

## SCHOOLS AND LEARNING INSTITUTIONS CONTINUED

2

*McGrath School; shop addition--Iditarod School District, McGrath, Alaska*

## MULTIPLE DWELLING BUILDINGS

*Caye-Ann Apartments; 36 unit, 5 story building--8th and "B" Street, Anchorage, Alaska*

*Westwood Vista Condominiums; 20 units, 4 story building--Hillcrest Drive and Spenard Road, Anchorage, Alaska*

## BANKING FACILITIES

*National Bank of Alaska, Soldotna Branch; design build 10,000 sq. ft. new building with site development--Soldotna, Alaska*

*National Bank of Alaska, Kenai Branch; remodel, design build new exterior drive-up teller lanes and canopy--Kenai, Alaska*

*National Bank of Alaska Data Processing Center--Anchorage, Alaska*

*First Interstate Bank; 7,000 sq. ft. 2 story building--Sterling Highway, Soldotna, Alaska (Now occupied by 1st National Bank of Anchorage)--\$2 Million, 1983-1984*

*National Bank of Alaska Executive Office; remodel, 5th floor, Corporate Headquarters--Anchorage, Alaska*

## CONCRETE CONSTRUCTION

*FAA ARSR radar site; foundation and site development--Kenai, Alaska*

*Campbell Creek Bridge--Old Seward Highway and International Airport Road, Anchorage, Alaska*

*FAA; foundation for a Comtech Satellite Earth Station--Anchorage, Alaska*

*Bob's Distributing; exterior site retaining walls--76th Avenue and King Street, Anchorage, Alaska*

## GOVERNMENT AND MILITARY PROJECTS

*Airman's dormitories; remodel and renovate--Elmendorf Air Force Base--\$2.5 Million*

*Cape Chiniak vehicle maintenance facility--Kodiak Island, Alaska--\$2 Million*

*Tatalina Air Force station; Composite building--McGrath, Alaska*

*U.S. Army; Remodel Enlisted Men Exchange--Ft. Richardson, Alaska--\$600,000*

*Tatalina and Sparevahn Air Force Stations; Incinerator buildings*

*Gasoline filling station--Davis Highway, Elmendorf Air Force Base*

*Branch Shoppette Store--Elmendorf Air Force Base--\$900,000, 1975*

*Remodel two Movie Theatre Lobbies--Ft. Richardson, U.S. Army*

*Remodel NCO Club--Ft. Richardson, U.S. Army*

*Air Force Main Exchange; 16,000 sq. ft. addition and remodel--Elmendorf Air Force Base*

## GOVERNMENT AND MILITARY PROJECTS CONTINUED

3

*Houston Housing; bathroom remodel--Elmendorf Air Force Base \$635,000, 1982-1983*

*FAA Automated Flight Service Station--Kenai, Alaska--\$1.4 Million, 1986-1987*

*Elmendorf Youth Center, Recreational center; 17,000 sq. ft.--Elmendorf Air Force Base \$1.8 Million, 1988-1989*

*Billeting Office and Lounge; maintain, repair, alter--Elmendorf Air Force Base--\$400,000, 1988-1989*

*Kodiak National Guard Armory; interior and exterior office remodel--Kodiak, Alaska--\$200,000, 1989-1990*

## UNIVERSITY OF ALASKA PROJECTS

*Kenai Community College, Phase 4; addition and interior space remodel, 12,000 sq. ft.--Kenai, Alaska--\$1.2 Million*

*Kodiak Fisheries Building, Phase 2; site development, foundation construction and structural steel erection--Kodiak, Alaska--\$989,000, 1989-1990*

*Classroom building/library, Mat-Su Community college; 10,000 sq. ft.--Palmer, Alaska--\$2.4 Million, 1982-1983*

*University of Alaska Anchorage, Bookstore Building, site and parking lot development, 24,000 sq. ft.--Anchorage, Alaska--\$3.5 Million, 1985-1986*

*Matanuska Agricultural Laboratory Building; 13,500 sq. ft.--Palmer Experimental Farm, Palmer, Alaska--\$2.5 Million*

*University of Alaska Campus; Restroom and Handicapped Code upgrade--Anchorage, Alaska*

*University of Alaska Campus; Allied Science building, office and lab remodel--Anchorage, Alaska*

*University of Alaska Campus, Fine Arts building; equipment supply and installation--Anchorage, Alaska--\$750,000, 1987*

## STATE OF ALASKA PROJECTS

*Anchorage International Airport; runway lighting system, roads and navigational facilities--Anchorage, Alaska*

*Crooked Creek State Park; site and road development, construct public facility--Division of State Parks--Kenai, Alaska--\$150,000*

*Palmer Pioneer Home; two additional wings, Palmer, Alaska*

*Northway Village Road--Northway, Alaska--\$260,000, 1988*

*Kenaitze II sewer/water treatment upgrade and installation--\$83,000*

*McGrath Airport maintenance shop building--McGrath, Alaska*

MUNICIPALITY OF ANCHORAGE PROJECTS

4

*Huffman and O'Malley fire stations, including site development--Anchorage, Alaska--\$1.1 Million, 1975-1976*

*Vehicle maintenance and repair facility, design build 23,000 sq. ft.--Commercial Drive and Post Road--\$2.9 Million, 1982-1983*

INTERIOR OFFICE REMODEL AND TENANT IMPROVEMENTS

*Pippel Center--Eagle River, Alaska--\$700,000, 1986-1987*

*Denali Towers South; Talk of the Town Hair Salon--Anchorage, Alaska*

*Denali Towers North; 14th Floor, Alaska 100 Insurance--Anchorage, Alaska*

*Denali Towers South; main floor lobby upgrade*

*Denali Towers North; Westar Financial Services, 11th floor*

*Denali Towers North, GCI office expansion and new computer control room, 9th and 11th floors*

*Denali Towers North; Marsh & McLennan 15th floor office expansion*

*Denali Towers North; Sea Land, 16th floor Anchorage Administrative office*

*Denali Towers North; GCI, 10th floor office expansion, furnish and install back-up emergency generator system*

*Denali Towers North; E.F. Hutton, 14th floor*

*Denali Towers North; Dr. Wells, D.D.S., 12th floor*

*Denali Towers North; Dr. Mushovic, D.D.S., 5th floor*

*Denali Towers South; handicapped restroom upgrade, 7th floor*

*Tesoro Alaska Petroleum; main offices--3230 "C" Street, Anchorage, Alaska*

March 21, 1991

Senator Drue Pearce, Chairman  
Labor and Commerce Committee  
PO Box V MS 3100  
Juneau, Alaska 99811

Re: SB 95

Dear Senator Pearce:

I am appalled and aggrieved that this legislation has been introduced and is actually being considered for passage.

I have been employed by a union general construction company for over 15 years. I cannot even begin to estimate the damage that this legislation would inflict upon the construction industry, both to business and employees. The state and the municipalities contained within it, have neither the experience nor the training to effectively perform collective bargaining for the diversity of trades involved with construction. A case at hand is Seward and Homer requiring bidders to be signatory to the IBEW agreement. The contractor performing the work will pay 8% to 10% more for an operator than if they were able to use the Operating Engineers agreement. The municipalities lack of expertise in this field is the direct cause of this cost increase. I feel the effects of this bill would be as follows:

- 1) In the short term (1 to 2 years), labor rates would remain steady and union contractors would benefit. Non-union contractors would be hurt.
- 2) A vast number of lawsuits from non-union contractors excluded from the bid process would be filed. Very expensive legal offenses and defenses would be prepared. Attorneys would benefit in the short term. The State and construction industry would be hurt.
- 3) In the long term, wage rates and employee benefits would increase dramatically, as there would be no competing labor force to counter-balance wage increases. The effect would be greater expense to the State, resulting in fewer projects, consequently putting construction personnel and companies out of work. All concerned parties would be hurt.

Local, State and Federal government have no right to bargain for the private sector. They do not have the first hand experience required to understand the needs and intricacies of the union construction contractor thus, could not bargain from a knowledgeable position. Further, the municipality employees involved in the bargaining process have no future economic interest in the

Senator Pearce  
Page 2

outcome of their struck agreement. They do not have to stay in business, as do contractors who have business interests at stake, and who otherwise would have entered into their own agreement with the unions. The effect of municipal bargaining would be to subvert the work done by private contractors.

Additionally, it would appear that the municipality enforcing a collective bargaining agreement, and requiring the successful bidder to become signatory, has a conflict of interest, as well as an obligation to provide to the contractor qualified personnel, whether the union can provide them or not. When an owner dictates who a contractor must hire, then the owner, not the contractor, becomes responsible for the actions of those employees. This should not be a function of government (witness the total collapse of the Soviet and Eastern block economies).

I appeal to you to do all possible to defeat this legislation. It has already been shown that unions cannot guarantee local hire. The local hire guise under which this bill is being promoted is false and without foundation, credibility or legality.

Again, please vote against the passage of this bill. If you have any questions or would like to discuss this matter in more detail, please do not hesitate to contact me by phone, fax or letter. Thank you for taking the time to hear my opinion. I look forward to your response.

Sincerely,



Albert Bell  
1300 Overhill Drive  
Fairbanks, Alaska 99709

Telephone: day 452-5191, evenings 479-3979  
Fax: 451-7797

cc: Sen. Collins  
Sen. Eliason  
Sen. Halford  
Sen. Kerttula  
Alaska AGC

March 22, 1991

Loren Boston  
415 Wedgewood Drive M-19  
Fairbanks, Alaska 99701

Senator Dick Eliason  
Labor and Commerce Committee  
P.O. Box V (MS 3100)  
Juneau, Alaska 99811

Re: Committee Substitute for SB 95

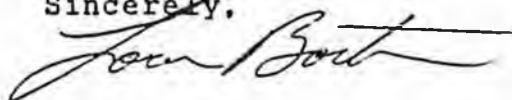
Dear Senator Eliason:

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,



Loren Boston

cc: Senator Pearce  
Senator Collins  
Senator Halford  
Senator Kerttula

MAR 25 1991

March 21, 1991

Seth Brown  
5199 Chena Hot Springs Road  
Fairbanks, Alaska 99712

Senator Dick Eliason  
Labor and Commerce Committee  
P.O. Box V (MS 3100)  
Juneau, Alaska 99811

Re: Committee Substitute for SB 95

Dear Senator Eliason:

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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,

*SETH BROWN*

Seth Brown

cc: Senator Pearce  
Senator Collins  
Senator Halford  
Senator Kerttula

April 3, 1991

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

RE: STATE BILL NO. 95

Dear Senator Pearce,

I feel that the above 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. I 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.

I recognize the short and long term economic benefit of hiring Alaskans, but I cannot understand why Alaskan legislators would even consider placing non-union Alaskan workers in a position to be excluded from Alaskan public construction jobs.

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

Sincerely,

Neil A. Browne Jr.  
DBA Wasilla Service Co.  
211 No. Knik St - Wasilla - AK

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

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Sincerely,

Lois C. Braune  
D/AM/ Wasilla Service Co.  
211 N Knik St Wasilla AK  
99687

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

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

Sincerely,

Dale Butcher

P.O. 694

Wasilla, AK 99687

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

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Sincerely,

  
\_\_\_\_\_  
Box 154  
\_\_\_\_\_  
Houston, AK 99694  
\_\_\_\_\_

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

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I strongly urge you to consider the <sup>ne</sup>egative consequences of this ill advised and unnecessary legislation and ask that you do not support it in any way.

Sincerely,

Uplonda Butcher

P.O. Box 674

Juneau, AK. 99807

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

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I strongly urge you to consider the <sup>ne</sup>gative consequences of this ill advised and unnecessary legislation and ask that you do not support it in any way.

Sincerely,

Stephanie J. Cass  
P.O. Box 873754  
Wasilla, AK 99657

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 3, 1991

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

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I recognize the short and long term economic benefit of hiring Alaskans, but I cannot understand why Alaskan legislators would even consider placing non-union Alaskan workers in a position to be excluded from Alaskan public construction jobs.

I strongly urge you to consider the <sup>ne</sup>gative consequences of this ill advised and unnecessary legislation and ask that you do not support it in any way.

Sincerely,

Chris M. Cass

P.O. Box 873756

Wasilla, AK 99687

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

APR 15 1991

April 3, 1991

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

RE: STATE BILL NO. 95

Dear Senator Pearce,

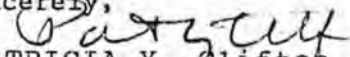
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Sincerely,

  
PATRICIA Y. Clifton

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PO BOX 1744

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PALMER AK 99645-1744

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cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 2, 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:

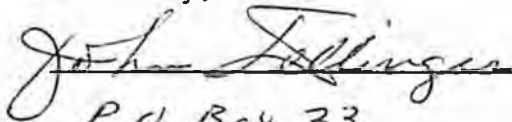
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I strongly urge you to consider the negative consequences of this ill advised and unnecessary legislation and ask that you do not support it in any way.

Sincerely,

  
\_\_\_\_\_  
P.O. Box 33

\_\_\_\_\_  
SUTTON, AK. 99674

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

APR 4 1991

RET

April 1, 1991

Senator Drue Pearce, Chairman  
Senate Labor & Commerce Committee  
Alaska State Legislature  
P. O. Box V (MS 3100)  
Juneau, Ak 98111

Re: CS SB95

Dear Senator Pearce:

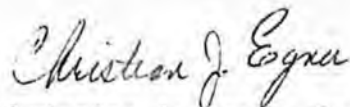
"Industrial harmony" as a result of "labor relations funtions" is a product of direct discourse between management and labor and not to be subverted by power brokers. The state is already making "best use" of construction resources by engaging in open house bidding.

I believe this to be another power grab by the unions and at the least a conflict of their interests; they are there to manage labor relations, not to control management by the use of special interest legislation.

I 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,

CHRIS-MAR CONSTRUCTION



Christian J. Egner, Owner

ROD

Floyd R. Ehmann  
P. C. Box 1582  
Palmer, Alaska 99645

April 2, 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:

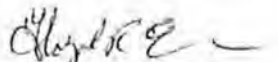
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Sincerely,

  
Floyd R. Enmann

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

April 2, 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:

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

Sincerely,

Jay R. Zimmerman  
PO Box 3323  
Palmyra AK 99645

cc: Virginia Collins  
Dick Eliason  
Rick Halford  
Jay Kerttula

March 22, 1991

Chuck Elwood  
P.O. Box 71799  
Fairbanks, Alaska 99707

Senator Dick Eliason  
Labor and Commerce Committee  
P.O. Box V (MS 3100)  
Juneau, Alaska 99811

Re: Committee Substitute for SB 95

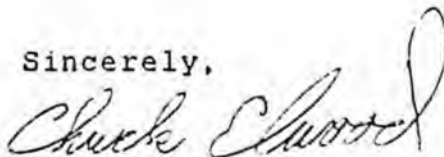
Dear Senator Eliason:

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,



Chuck Elwood

cc: Senator Pearce  
Senator Collins  
Senator Halford  
Senator Kerttula