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UNIVERSITY OF ALASKA)
CLASSIFIED EMPLOYEES)
ASSOCIATION, APEA/AFT,)
AFL-CIO,)
Complainant,)
vs.)
UNIVERSITY OF ALASKA,)
Respondent.)
_____)
CASE NO. 94-308-ULP)

DECISION AND ORDER NO. 185

This matter was heard on February 15, 1995, in Anchorage, Alaska, before a panel of the Alaska Labor Relations Board, with members Alfred L. Tamagni, Sr., and Robert A. Doyle present at the hearing and member Karen J. Mahurin participating on the basis of a review of the record. Hearing examiner Jan Hart DeYoung presided. The record closed on February 15, 1995.

Appearances:

Joan M. Wilkerson, regional manager, for petitioner University of Alaska Classified Employees Association, APEA/AFT, AFL-CIO; W. D. Bennett and Kimberly K. Geariety, attorneys, for respondent University of Alaska.

Digest:

Rules governing smoking policy at a work site are mandatory subjects for bargaining. However, by agreeing to follow policy on subjects not specifically superseded in the collective bargaining agreement, UACEA has expressly agreed for the term of the collective bargaining agreement to the smoking policy adopted by the University regents.

DECISION

A hearing was conducted on February 15, 1995, at which the parties presented testimony and other evidence. Upon consideration of the record, the panel finds the facts as follows:

Findings of Fact

1. The University of Alaska is a state-funded institution of postsecondary education with three major campuses, located in Fairbanks, Anchorage, and Juneau.
2. The University of Alaska Classified Employees Association (UACEA) is a labor organization affiliated with the Alaska Public Employees Association/American Federation of Teachers representing the general maintenance, skilled trades, and custodial employees of the University of Alaska. The unit consists of approximately 233 employees of whom 152 are located in Fairbanks. Exh. N.

3. UACEA filed its petition to represent a unit of University employees on January 21, 1992. This Agency defined the unit in UA Classified Employees Ass'n v. University of Alaska, Decision & Order No. 148 (Nov. 25, 1992), and conducted an election among members of the unit. The Agency certified UACEA as bargaining representative for the unit on May 3, 1993.
4. History of smoking at the University. Initially, the University did not regulate smoking and employees could smoke without restriction. Students could smoke in the classroom with the consent of the instructor. However, in 1984 state law on smoking changed and the University took steps to comply with those changes by designating smoking and nonsmoking areas that year.
5. In 1988 the University regents addressed smoking as follows:

Smoking in University Buildings

In order to protect university students, employees and visitors from the hazards associated with secondary smoke, smoking shall be prohibited in all university facilities open to the public, except that reasonable smoking areas may be designated by the cognizant Chancellor or his/her designee in accordance with A.S. 18.35.320 unless such designation is prohibited for the protection of the public safety or the protection and preservation of the building and its contents.

- Regents' Policy 06.02.03 (Nov. 17, 1988), Exh. C. This policy was implemented and smoking areas were designated after December 20, 1988. Exh. G. The list of locations where smoking was permitted appears in Exhibit G, at 4. Smoking areas were not designated in all buildings because the design of some buildings did not allow smokers to be adequately segregated from nonsmokers. The offices and maintenance plant of the physical plant were specifically designated as smoking areas without restriction. Exh. G, at 6.
6. The southeast campuses of the University banned smoking in all university buildings effective March 20, 1989. Exh. L. The Anchorage campus adopted a smoking ban on August 8, 1989, effective October 1, 1989, Exh. L, at 2.
 7. The University enforced the smoking policy. For example, on September 15, 1992, the director of the physical plant was advised that smoking was allowed only in designated smoking areas. Exh. G, at 3.
 8. The Fairbanks campus staff council, a University advisory group, initiated a smoking ban on the Fairbanks Campus rather than the University management or regents. On December 4, 1992, the staff council approved a motion requesting that smoking be banned in all nonresidential buildings owned or leased by the University of Alaska, Fairbanks campus. Exh. O.
 9. The staff council included members of the UACEA unit. Exh. Q. A UACEA organizer who later participated in negotiations, John Orbeck, participated at the staff council meeting. Orbeck, who works in the physical plant in the electric shop, however, did not participate in any representative capacity for UACEA.
 10. UACEA bargaining unit members knew about the staff council's action. UACEA member Gary Seaman stated he was aware that the staff council was taking a look at smoking in the winter or spring of 1993.
 11. Notice of staff council's action was published in the Cornerstone. The Cornerstone describes itself as a faculty and staff newsletter. Dr. Rice stated that policy announcements are made in the cornerstone. It is distributed around the University of Alaska, Fairbanks campus and copies are provided with employees' paychecks.¹
 12. The Cornerstone for January 8, 1993, addressed smoking in announcements from the chancellor, as follows:

Smoking Policy

The Staff Council has passed a motion calling for non-smoking in all UAF buildings(except residential

halls) and vehicles. I've sent the motion to the Faculty Senate and to ASUAF for their review and reaction. I invite your views, and ask that you send them to the Faculty Senate, to ASUAF or directly to me.

Exh. 3; Exh. D.

13. A forum for comment on the issue of "A smoke-free environment at UAF" was announced for April 14, 1993. Exh. E. Several hundred people were present at the forum and participated in the discussion, although there was no evidence UACEA members attended.

14. Chancellor Wadlow signed the staff council request, approving it with modifications, on May 5, 1993. Exh. O, at 2.

15. A memorandum announcing the decision of Chancellor Wadlow to make UAF a smoke free environment, effective July 10, 1993, was distributed to deans, directors, and department heads. Unattributed, Memorandum (May 28, 1993) Exh. G, at 8. It is not likely, however, that the memorandum would have been distributed to UACEA members.

16. The Cornerstone issued on July 9, 1993, announced the change in the smoking policy to a policy of no smoking in all UAF public buildings and vehicles, except residential apartments and houses and in individual rooms in residence halls. The change was effective July 10, 1994. Exh. 4; Exh. D.

17. Dr. Michael Rice Vice Chancellor for administration is responsible to enforce the ban and to his knowledge it had been enforced since implementation. For example, the police have been notified four times of violations although they have not assessed any fines.

18. Gary Seaman, UACEA member and a smoker, first learned of the ban in the Cornerstone, and began smoking outside the physical plant where he worked. He continued, however, to smoke in the vehicle assigned to him. He did not tell Bruce Ludwig, APEA business representative, about the ban because, at the time of the ban, he believed that management had the right to impose it. In January of 1994 Seaman was censured at work for smoking in his vehicle.

19. The smoking ban was publicized in Fairbanks newspapers. Fairbanks Daily News Miner (Oct. 18, 1993), The University of Alaska Fairbanks Sun Star (Oct. 26, 1993), Fairbanks Daily News Miner (Nov. 4, 1993), Fairbanks Daily News Miner (Nov. 5, 1993), Fairbanks Daily News Miner (Nov. 11, 1993), Fairbanks Daily News Miner (Nov. 16, 1993). Only one article predated the ban --University of Alaska Fairbanks Sun Star (Feb. 9, 1993), Exh. F.

20. The University regents adopted a facilities policy at their December 1994 meeting prohibiting smoking in all nonresidential facilities open to the public. Regents' Policy 05.12.04 (C), Exh. P, at 12. The rationale for permitting smoking in residential facilities is that these facilities are personal residences. The public areas are posted as nonsmoking areas but residents are allowed to smoke in their rooms.

21. The University did respond to some concerns addressed about the ban, see e.g., Exh. J (regarding safe outdoor smoking areas) and Exh. K (research about smoking huts), but it did not bargain these issues with UACEA.

22. Gary Seaman described the application of the smoking policy at the physical plant, where between 50 and 80 of the bargaining unit members affected by the ban work. Before the ban smoking was permitted in a number of rooms in the physical plant but banned in others. For example, smoking was allowed in central receiving, the sheetmetal shop, and the heavy equipment room. It was prohibited in the carpentry, electrical, and paint shops and in the smaller offices. Design of the facility, fire marshal concerns, and exposure of nonsmokers appear to have been considered in designating the smoking areas. Exh. 6. Dr. Rice believes that the ventilation is inadequate in the physical plant and nonsmokers cannot be protected in that facility.

23. The University offered a ten week program to assist employees to quit smoking, which began on September 16, 1993. Exh. I.

24. History of bargaining. UACEA announced to unit members that it had been certified their collective bargaining representative by letter dated May 5, 1993. J. Bhend, Memorandum (May 5, 1993), Exh. M.

25. On May 13, 1993, ten days after its certification as the exclusive representative of the trades, maintenance, and custodial unit, Bruce Ludwig, acting on behalf of UACEA, requested the name of the University's designated representative and information to assist negotiations. He also demanded that no changes be made to wages, hours, and other terms and conditions of employment until UACEA had an opportunity to negotiate. Ludwig specifically demanded to bargain health benefits because he had heard rumors about changes in that area. He made no other specific demands. B. Ludwig, Business Manager for APEA, letter to J. Komisar (May 13, 1993), Exh. 1.

26. By letter dated June 3, 1993, Mike Humphrey, then acting director of labor relations, responded on behalf of the University, advising that the University would not recognize the UACEA until its superior court appeal of the election had concluded. M. Humphrey, letter to B. Ludwig (June 3, 1993), Exh. 2.

27. The University did later agree in late July or early August to bargain with UACEA over wages and terms and conditions of employment. The parties met in negotiations for the first time to bargain ground rules on September 17, 1993. The University's chief spokesperson was Steve DeSoer.

28. UACEA did not demand to bargain over the smoking policy initially. UACEA's chief negotiator Bruce Ludwig was aware of smoking rules in September of 1993 during negotiations. No smoking was permitted inside the Butrovich building where the negotiations were held. Ludwig was not aware, however, that there had been any changes to the smoking rules. The changes were first brought to his attention by UACEA member Gary Seaman. Seaman had been one of the UACEA organizers. Seaman authored a petition dated January 30, 1994, signed by 30 members of the UACEA unit asking the UACEA negotiating team to negotiate the smoking ban of July 10, 1993. Exh. 5.

29. DeSoer stated that the UACEA first raised the issue of smoking on February 3, 1994. The University refused to negotiate on the issue.

30. By the time of the hearing on February 14, 1995, the parties had negotiated a tentative agreement. UACEA members had ratified the agreement and the agreement was scheduled for approval by the regents at their meeting set for February 16-17, 1995.

31. The agreement includes a management rights clause. Final Agreement Section 1.1 (Jan. 20, 1995), Exh. R, at 1. It also includes a zipper clause that provides:

This agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices and concludes all collective bargaining for the duration of this Agreement.

A. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of the Agreement, the Employer shall obtain the approval of Union in the form of a Memorandum of Understanding.

B. Prior to enacting any change in any mandatory subject of bargaining which:

1) is not established by a specific provision of this Agreement; or

2) was not the subject of a written negotiations proposal,

the Employer shall provide UACEA Staff written notice of the proposed change thereby providing the Union the opportunity for input and discussion on the proposed change. This Article in no way precludes the parties from using the Availability of Parties process to address items of concern which may arise through the normal course of implementation and interpretation of the Agreement.

Exh. R, at 2 - 3.

32. The agreement in section 1.8 reserves to the regents the authority to adopt policies on subjects not addressed in the collective bargaining agreement:

Unless superseded by a specific provision of this Agreement, the Board of Regents Policy and Regulations, as amended from time to time, shall apply to all Bargaining Unit Members without any obligation to bargain over such changes.

Id., at 4.

33. Procedure. UACEA filed an unfair labor practice complaint alleging the University violated AS 23.40.110(a)(5) on May 17, 1994.

34. The Agency investigated the charges, found probable cause to support the charge, and issued a notice of accusation on October 20, 1994.

Discussion

The dispute in this case is the University's refusal to bargain over the smoking policy on its Fairbanks campus. UACEA relies on a long tradition of bargaining over smoking policy in the private sector. The National Labor Relations Board has long held that, like other work health and safety rules, smoking rules are a mandatory subject of bargaining. By refusing to bargain over a mandatory subject, UACEA argues that the University violated AS 23.40.110(a)(5).

The University denies that it should be required to bargain over its smoking policy on a number of grounds. It argues that this Agency should depart from the NLRB's practice on this issue and find that smoking is not a mandatory subject of bargaining. It argues that the legislative enactment of AS 18.35.300, which labels smoking a public nuisance and a health hazard, requires a different result in Alaska. The University also argues that, even if this Agency finds smoking policy a mandatory subject of bargaining, the UACEA has waived its right to bargain in this case in two ways. First, UACEA failed to make a demand to bargain the issue until after the new policy had been implemented. Second, UACEA expressly waived its right to bargain this issue in the tentative collective bargaining agreement, recently ratified by UACEA members.

Conclusions of Law

1. The University of Alaska is a public employer under AS 23.40.250(7) and this Agency has jurisdiction under AS 23.40.110 to consider this complaint.

2. AS 23.40.110(a)(5) provides,

A public employer or an agent of a public employer may not . . . refuse to bargain collectively in good faith with an organization which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.

3. The duty to bargain in good faith prohibits the University from making a unilateral change in a term or condition of employment unless it has first negotiated to impasse with the bargaining representative. See Alaska Community Colleges Federation of Teachers, Local No. 2404 v. University of Alaska, 669 P.2d 1299, 1303-1304 & n. 4 (Alaska 1983). We have found that this duty to bargain attaches on the date of the election tally, if the labor organization prevails at the election. UA Classified Employees Ass'n v. University of Alaska, Decision & Order No. 169, at 14 (Dec. 28, 1993). A bargaining representative, however, can waive the right to bargain if it does not request it. Id., at 16; see also NLRB v. Spun-Jee Corp., 385 F.2d 379, 383-387, 66 L.R.R.M.(BNA) 2485, 2488-2489 (2d Cir. 1967), amended on rehearing 67 L.R.R.M.(BNA) 2308 (2d Cir. 1967). UACEA made a general demand to bargain on May 3, 1993, and the University was under a duty to bargain.

4. The first question is whether smoking policies are "terms and conditions of employment" under AS 23.40.070(2) and AS 23.40.250 (1) and (9) and a mandatory subject of bargaining.

5. This Agency has not previously addressed whether smoking rules are a mandatory subject of bargaining. The National Labor Relations Board has issued numerous decisions finding that they are. The NLRB analyzes the issue as a health issue and requires bargaining as a health and safety work rule. Allied Signal, Inc., 307 NLRB No. 118 (1992), 140 L.R.R.M.(BNA) 1121 (1992); *see also*, Hi-Tech Cable Corp., 309 NLRB No. 2, 142 L.R.R.M.(BNA) 1338 (1992) (management rights clause was not broad enough to waive negotiations of a no-tobacco policy); YHA, Inc., 307 NLRB No. 123, 140 L.R.R.M.(BNA) 1123 (1992), reversed on other grounds YHA, Inc. v. NLRB, 2 F.3d 1681, 143 L.R.R.M. (BNA) 3057 (6th Cir. 1993).

6. Decisions of the National Labor Relations Board and federal courts are given great weight by this Agency in determining what constitutes an unfair labor practice. 8 AAC 97.240(b) & 8 AAC 97.450(b).

7. Other public sector employee labor relations boards have decided the issue differently than the NLRB. For example, both California and Ohio have determined that smoking policy is a permissive subject of bargaining. Riverside Unified School Dist. California School Employees Ass'n Ch. No. 506 v. Riverside Unified School Dist., 12 Pub. Employee Rep. for California 19111 (Docket No. LA-CE-2609; June 21, 1988); State Employment Relations Board v. Forest Hills Local School District Board of Education, 10 Ohio Pub. Employee Rep. P 1290 (Docket No. 88-ULP-06-0301; May 14, 1993).

8. The University asks the Agency to depart from the NLRB on this issue. It argues that proof on the health risks of smoking and changes in public tolerance of smoking justify a new look at the subject. It relies on Alaska's law governing smoking in public buildings. AS 18.35.300--18.35.365.

9. AS 18.35.300 declares smoking "a nuisance and a public health hazard" and prohibits smoking in a "public . . . post-secondary educational institution." However, this prohibition does not apply if a place or vehicle is properly designated as a smoking section under AS 18.35.320. AS 18.35.310(1).

10. To determine whether a particular subject is a term or condition of employment and therefore a mandatory subject of bargaining requires a balancing test. The employee's legitimate interest in a subject is balanced against the management's need to direct the enterprise. Employing this test the NLRB found that smoking policy was "germane" to the employees' work environment but that protecting employee health and carrying out the recommendations of the surgeon general were not core entrepreneurial purposes of the employer's enterprise. It concluded smoking policy was a mandatory subject for bargaining. W-I Forest Products Co., 304 NLRB No. 83, 138 L.R.R.M.(BNA) 1089 (1991); *see* Kenai Peninsula Borough School District v. Kenai Peninsula Education Ass'n, 572 P.2d 416 (Alaska 1977) (weighing employee economic interests against school district's interest in educational policy).

11. An issue may strike a different balance when the employer is a public employer. For example, one agency balancing the interests in smoking for a school district concluded that smoking was a permissive rather than a mandatory issue. The Indiana Public Employee Relations Board in West Washington Education Ass'n and West Washington School Corp., 18 Indiana Pub. Employee Rep. 24017 (Docket No. U-92-41-8220; June 17, 1993), found failure to bargain smoking policy a per se unfair labor practice, stating:

The Corporation offers the argument that the school board's adoption of a smoke policy was taken to implement IC 13-1-13-1, Clean Air Law. A statutory requirement that a policy be established does not alleviate the obligation and responsibility one has toward performing another statutory requirement. In this case, the parties could easily have developed and discussed a smoking policy prior to school board adoption. Then, both statutory requirements would have been carried out.

The Ohio State Employee Relations Board articulated its balancing test in State Employment Relations Board v. Forest Hills Local School District Board of Education, 10 Ohio Pub. Employee Rep. 1290 (Docket No. 88-ULP-06-0301; May 14, 1993):

To determine whether [a subject] is a mandatory subject of bargaining, we will weigh (1) the extent to which the subject is logically and reasonably related to wages, hours, terms and other conditions of employment; (2) the extent to which the employer's obligation to negotiate may significantly abridge its

freedom to exercise those managerial prerogatives set forth in and anticipated by O.R.C. 4117.08(C), including an examination of the type of employer involved and whether inherent discretion on the subject matter at issue is necessary to achieve the employer's essential mission and obligations to the general public; (3) the extent to which the subject matter had been addressed or preempted by legislation; and (4) the extent to which the mediatory influence of collective bargaining and, when necessary, any impasse resolution mechanisms available to the parties, are the appropriate means of resolving conflicts over the subject matter.

Applying this test, the Ohio SERB concluded that smoking in a public school district should be a permissive subject of bargaining:

. . . I conclude the subject of a smoking policy is a permissive subject of bargaining. On the second element of the test, as in ODOT, the smoking policy at issue was applicable to the public in general and not just to the Employer's employees. In addition to the concern about health issues and safety issues, the policy at issue also reduces property damage and contributes to the school district's educational mission. Thus, it is even more appropriate to the mission of a school district to have the right to adopt such policies without bargaining than it is to a state agency.

In public school cases the educational mission of the school district and the impact of employee smoking on students often tips the scales in favor of concluding that smoking is a nonmandatory subject of bargaining. See Riverside Unified School Dist. California School Employees Ass'n Ch. No. 506 v. Riverside Unified School Dist., 12 Pub. Employee Rep. for California 19111 (Docket No. LA-CE-2609; June 21, 1988) (a school's educational mission justified a refusal to bargain that part of a smoking policy banning smoking in sight of the students).

12. In the case of a postsecondary educational institution such as the University, we believe the balance favors negotiability. Employees, whether or not they smoke, have a genuine interest in smoking policy on the job site. It has a direct impact on their working conditions. Allowing bargaining, however, would not interfere with the essential educational mission of the University. The effect on students is not a motivation in this case. These students are adults and smoking is permitted in the residential facilities in the nonpublic areas to accommodate smokers in their homes. The fact that the staff council initiated the ban also supports negotiability. The smoking ban in this case was not a management initiative.

13. The legislature has not preempted the subject by addressing smoking in public facilities in legislation. AS 18.35.300, et seq., do not completely prohibit smoking in public facilities. AS 18.35.320 permits the University to designate smoking sections. Requiring bargaining provides the parties a forum for addressing the areas where there is discretion under the statute. Discussion on the design of a particular building, ventilation systems, ability to segregate the smokers, and safe smoking places and smoking huts, all issues under some consideration in this case, lend themselves to the negotiating process.

14. Discussion in the staff council cannot substitute for bargaining. Electromation, Inc., 309 NLRB No. 163, 142 L.R.R.M.(BNA) 1001 (1992).

15. Having determined that smoking is a mandatory subject of bargaining, we must next address whether the University violated its duty to bargain in good faith. The University did not provide formal notice to UACEA that it was changing its smoking policy on the Fairbanks campus, but employees active in UACEA did have actual notice of the pending change. Such notice can be adequate. YHA, Inc. v. NLRB, 2 F.3d 1681, 143 L.R.R.M. (BNA) 3057.²

16. Although UACEA members were aware that discussions on the smoking policy were pending, UACEA did not demand to bargain until six months after the changes were implemented. The University argues that, by failing to demand to bargain, UACEA waived any right it might have to bargain over smoking policy. YHA, Inc. v. NLRB, 2 F.3d 1681, 143 L.R.R.M. (BNA) 3057 (6th Cir. 1993); W-I Forest Products Co., 304 NLRB No. 83, 138 L.R.R.M. (BNA) 1089 (1991) (smoking policy is a mandatory subject of bargaining, but union waived its right to bargain by failing to request bargaining after notice of the proposed ban on smoking); Inlandboatmen's Union of the Pacific v. State, Decision & Order No. 141 (Aug. 7, 1992).

17. At the time UACEA would have demanded to bargain smoking, between May 3, 1993, and July 9, 1993, however, the University had refused to negotiate with UACEA on any subjects. A demand before September 17, 1993, when the parties commenced negotiating, would have been fruitless and to require one would be unfair. See University of Alaska Classified Employees Ass'n, APEA/AFT v. University of Alaska, Decision & Order No. 169, at 17-18 (Dec. 28, 1993).

18. UACEA did not waive its right to bargain over smoking policy by failing to make a timely demand.

19. The University argues also that UACEA has waived its right to bargain by entering into the tentative agreement with the University. A bargaining representative can waive a right to bargain in the collective bargaining agreement. The University and UACEA agreement contains clauses addressing management rights and a zipper clause.

20. Generally a management rights clause does not constitute a clear waiver of the right to bargain a mandatory subject of bargaining without a reference to the subject in the clause or negotiating history that supports a waiver. Hi-Tech Cable Corp., 309 NLRB No. 2, 142 L.R.R.M.(BNA) 1338 (1992). The parties' history can assist in determining whether a collective bargaining agreement waives a mandatory subject of bargaining. In one case, for example, the NLRB considered a zipper clause and a health and safety clause whose history showed that management had discretion to impose reasonable rules governing health and safety and found a contractual waiver of the right to negotiate on the issue of smoking. Allied Signal, Inc., 307 NLRB No. 118, 140 L.R.R.M.(BNA) 1121 (1992).

21. In this case the UACEA sought to negotiate the issue of smoking policy in January of 1994, approximately six months after the University imposed its smoking ban. The University refused to negotiate on the subject and UACEA filed this complaint. The parties, appropriately, continued to negotiate on the other issues and even reached a tentative agreement, ratified by UACEA members.

The parties' agreement contains a provision in section 1.8 in which UACEA agrees to follow regents policy and regulations unless the subject is specifically superseded in the agreement. Finding of Fact No. 32. Because the regents adopted a policy banning smoking in nonresidential University buildings, UACEA has expressly agreed to the policy for the term of the agreement.

22. We therefore find that UACEA has contractually waived bargaining on the subject of the University's smoking policy, and we do not find the University in violation of AS 23.40.110(a)(5).

ORDER

Because we find the University of Alaska Classified Employees Association, APEA/AFT, AFL-CIO, waived bargaining on the University of Alaska's smoking policy, we DISMISS its unfair labor practice complaint under AS 23.40.110(a)(5).

ALASKA LABOR RELATIONS AGENCY

Alfred L. Tamagni, Sr., Chair

Robert A. Doyle, Board Member

Karen J. Mahurin, Board Member

APPEAL PROCEDURES

An Agency decision and order may be appealed through proceedings in superior court brought by a party in interest against the Agency and all other parties to the proceedings before the Agency, as provided in the Alaska Rules of Appellate Procedure and the Administrative Procedures Act.

The decision and order becomes effective when filed in the office of the Agency, and unless proceedings to appeal it are instituted, it becomes final on the 31st day after it is filed.

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the Decision and Order in the matter of University of Alaska Classified Employees Association, APEA/AFT, AFL-CIO v. University of Alaska, Case No. 94-308-ULP, dated and filed in the office of the Alaska Labor Relations Agency in Anchorage, Alaska, this 13th day of April, 1995.

Victoria D. Scates

Administrative Clerk III

This is to certify that on the 13th day of April, 1995, a true and correct copy of the foregoing was mailed, postage prepaid, to

W. D. Bennett/UOACEA

Joan Wilkerson/UOA

Signature