

Labor Relations Agency Stationery]

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE)
FEDERATION OF TEACHERS,)
LOCAL NO. 2404)
)
Petitioner,)
)
vs.)
)
UNIVERSITY OF ALASKA,)
)
Respondent.)
_____)

ULPC 83-1

ORDER AND DECISION NO. 80

On March 22, 1983, the Alaska Community College Federation of Teachers, Local No. 2404, (hereinafter Union), charging party, charged the University of Alaska, (hereinafter University), with an unfair labor practice alleging violation of AS 23.40.110(A) (1) (5) that the employer had insisted on all negotiations take place at Building A, at the Anchorage Campus of Alaska Community Colleges. That the Union proposed alternate meeting places but the University refused to meet at any other location than Building A and refused to discuss any alternate meeting places.

Hearings were held on said charge during the week of June 20, 1983, and an oral Order and Decision was reached on June 24, 1983.

The background facts of this unfair labor practice charge is that the University and Union had met in over 40 prior sessions at the University Chancellor's conference room. That on

or about the 18th of March, 1983, the Union wanted to discuss a change in negotiation places, meaning the conference room in Building A at the Anchorage Community College.

The University replied that §1.5 of the contract demanded that negotiations be scheduled for times and places that provided minimal interference with the instructional, administrative and other employment duties of the negotiating team. That the duties of Chancellor Biggerstaff, and other individuals involved in the University's negotiating team, could only be met by the meeting in Building A.

The Union's request was supported by the facts that there were other facilities available in Anchorage that were only a short drive from the University campus, that the bargaining unit members offices were 5-10 minutes away from the University campus. The parties had negotiated until March 18, 1983, in one conference room and this conference room became a consistent reminder of the parties' difficulties, a change in location could be helpful for both parties.

In reaching the Agency's decision, the Agency has considered the totality of the conduct. The Agency respects Chancellor Biggerstaff's position and his duties. The Agency respects the positions of the individuals who came to Anchorage from Kodiak and Bethel, who wanted to be close to their phones in order to engage in negotiations. However, in view of the

totality of the circumstances, the Agency finds that an unfair labor practice occurred by the University's inflexible position with respect to reasonable bargaining places. The Agency finds that the parties to date have met at reasonable times and makes the following Findings of Fact:

1. That from January 24, 1983 to March 18, 1983, over 45 negotiating sessions took place in Building A, of the Chancellor's Conference Room at the University Campus.

2. That the Union proposed a change to some other reasonable place in an attempt to aid the negotiation efforts.

3. That the University replied that \$1.5 of the contract, only allowed the Chancellor's Conference Room to be used as a meeting place. That the University's inflexible position to the proposed changes were unreasonable and made in bad faith.

THEREFORE, this Agency makes the following Conclusion of Law and Order:

1. That the University committed an unfair labor practice by refusing to discuss alternate meeting places with the Union and ORDERS the University to cease and desist from such practices. The Agency will maintain jurisdiction over the subject matter contained in this unfair labor practice for an indeterminate period of time, and would request either party to contact the Agency if they wish to argue that continuing

negotiations are not held at reasonable places.

DATED this 14th day of July, 1983

C. R. "STEVE" HAFLING, Chairman
THE ALASKA LABOR RELATIONS AGENCY

[Signature on File]