

STATE OF ALASKA  
before, THE DEPARTMENT OF LABOR,  
LABOR RELATIONS AGENCY

FAIRBANKS FIREFIGHTERS ASSOCIATION )  
Union-petitioner )  
)

and

)

CASE NO. UC-F84-1

CITY OF FAIRBANKS )  
Employer )  
\_\_\_\_\_ )

DECISION AND ORDER NO. 85-2

Upon a petition duly filed under 2 AAC 10.050, careful investigation and consideration took place. Upon the entire record in this case, the Agency finds:

1. The employer is a public employer within the meaning of the Act and it will effectuate the purpose of the Act to assert jurisdiction herein.
2. The petition proposes to exclude the classification of Battalion Chief on the basis that those classifications are "midmanagement." The difficulty in processing grievances from bargaining unit members against Battalion Chiefs is cited as an example of a lack of a community of interest.
3. This divergence of interests has existed since at least 1978. The duties performed by the Battalion Chiefs were a subject of negotiations in previous contracts and exist today substantially as negotiated by the association and employer.
4. In 1983, the Fairbanks Fire Fighters Association filed a petition to represent a Fire Fighters unit which included the positions currently entitled Battalion Chief. Subsequently, a contract was negotiated on behalf of the unit, including the Battalion Chief position. The duration of that contract is January 1, 1984 through December 31, 1986.

DISCUSSION

The jobs alleged by the petitioner to be midmanagement or supervisory have existed in their current form for many years and their status has not changed since the execution of the current contract. Additionally, under the jurisdiction of the Department of Labor, Labor Relations Agency, supervisors may appropriately be included in a bargaining unit with nonsupervisory employees. International Longshoreman's and Warehousemen's Union v. City of Unalaska, A83-2.

As stated in 2 AAG 10. 440, relevant decisions of the NLRB will be given great weight in making determinations under A.S. 23.40 and the PERA regulations. Guiding cases for this issue are Wallace-Murray Corporation, Schwitzer Division, 192 NLRB 160, ( 1971) Northwest Publications, 200 NLRB 105, ( 1972)

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. In those cases, the Board found that to entertain a petition for unit clarification mid term of an existing contract would be disruptive of the bargaining relationship

voluntarily entered into by the parties. We find that rationale appropriate to this case clarification of the bargaining unit is not warranted. This does not, however impinge upon the party's ability to modify the contract by mutual agreement, as per the contract.

ORDER

Accordingly, it is hereby ordered that the petition herein be, and it hereby is, dismissed.

Signed at Anchorage, Alaska, this 7th day of January, 1985.

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Robert J. Bacolas  
Chairman  
Department of Labor  
Labor Relations Agency

[Seal Affixed and Signature on File]