

BEFORE THE STATE OF ALASKA RAILROAD

LABOR RELATIONS AGENCY

UNITED TRANSPORTATION UNION,)
LOCAL 1626,)
)
Petitioner,)
)
vs.)
)
ALASKA RAILROAD CORPORATION,)
)
Respondent.)
_____)

Case No. RR ULPC 86-2

ORDER AND DECISION NO. RR-1

SUBJECT: DEFERENCE BY AGENCY TO ARBITRATOR OF ARBITRABLE
DISPUTES UNDER COLLECTIVE BARGAINING AGREEMENT

Petitioner United Transportation Union, Local 1626 ("UTU") filed an unfair labor practice charge on April 18, 1986, alleging that the Alaska Railroad Corporation refused to implement wage increases referenced in the UTU's National Agreement. The Alaska Railroad Labor Relations Agency (the "Agency") convened a hearing on July 21, 1986 in Anchorage to take testimony and consider evidence. At the hearing, Chairman C. R. "Steve" Hafling and members Jan Steele and Robert Piazza were present and so constituted a quorum. UTU presented its case through Michael W. Olson, general chairman of Local 1626. The Railroad Corporation presented its position through counsel, William F. Mede. In light of the position taken by the Agency, no sworn evidence or testimony was submitted. The Agency having considered the arguments, prehearing briefs filed by each party, and deeming itself sufficiently advised, renders the following order and decision.

FINDINGS OF FACT

1. The UTU represents certain operating employees of the Alaska Railroad Corporation. This representation is pursuant to a collective bargaining agreement with the Railroad Corporation in effect at the time of filing the unfair labor practice charge.

2. In 1985, the Alaska Railroad was transferred from federal ownership to the Alaska Railroad Corporation, an entity owned by the State of Alaska, pursuant to the terms of the Alaska Railroad Transfer Act of 1982 (45 USC 1201 et seq.) and the Alaska Railroad Corporation Act (AS 42.40). As provided in 45 USC 1203(d)(3)(B), the agreements in force and effect at the time of the transfer would remain in effect for a period of up to two years and during that time, the UTU and the Alaska Railroad Corporation have undertaken renegotiation of the collective bargaining agreement governing the affected employees represented by UTU.

3. The collective bargaining agreement currently in force and effect between UTU and the Alaska Railroad Corporation provides at section 9.1 concerning wage policy that:

The making of agreements in regard to rates of pay, including rules related thereto, shall be governed by the following wage policy:

a. To establish a means of understanding in reaching fair and equitable wage settlements on the Alaska Railroad, now and in the future, the following principles and procedures will govern the wage negotiations:

1. That the wage rates payable to the employees of the Northern Pacific Railway constitute a fair and equitable pattern to be used as the basis for determining wage rates for operating employees of the Alaska Railroad.

UTU contends that language such as the foregoing provides for an automatic increase in wages due UTU employees of the Alaska Railroad Corporation in Alaska when and if adjustments arise in the wage rates paid to the Northern Pacific Railway (now called the Burlington Northern Railway). On October 31, 1985, UTU's National organization and the National Carriers Conference Committee reached an agreement relating to wages and working rules which provided for an increase in rates due to the Burlington Northern employees. The Railroad Corporation has taken the position that the wage rates in that agreement do not provide for automatic wage increases due Alaska Railroad employees, but form the basis for negotiation concerning the rates.

4. The collective bargaining agreement between UTU and the Alaska Railroad Corporation also provides for mandatory arbitration of disputes over wage rates or related wage rules. Section 10.4 provides:

Disputes over wage rates or related wage rules shall be resolved in accordance with provisions of arbitration contained in the following procedures...

* * *

(d) the award of the [Arbitration] Board shall be final and conclusive upon the parties hereto as to the facts determined by the Board, and as to the merits of the controversy decided, unless disapproved by the Secretary of Transportation within 30 days from receipt in the office of the Secretary, Department of Transportation, of the complete record and minutes of the findings in award of the Board.

Should either party object to the findings of the Board and enter into correspondence or communications with the Secretary of Transportation, other parties of the Board shall receive copies of such correspondence and communications...

5. The parties have not submitted this controversy to arbitration.

6. The Railroad Corporation maintains that when a difference of opinion exists in the interpretation of section 9 with respect to wage rules, the arbitration procedures of section 10 of the existing collective bargaining agreement must be followed, and that until those steps are followed, the Agency is without jurisdiction.

CONCLUSIONS OF LAW

1. The Agency is constituted pursuant to AS 42.40.730. It is authorized to investigate, conciliate and render orders and decisions concerning unfair labor practice charges (AS 42.40.770-790); eliminate prohibited practices; obtain voluntary compliance with AS 42.40.710-42.40.890; and enforce collective bargaining agreements between the parties (AS 42.40.860(b)).

2. The claim presented by UTU in this matter involves on its face a dispute over "wage rates and related wage

rules" under the existing collective bargaining agreement. No evidence has been presented that the interpretation posed by the Railroad Corporation is so frivolous as to be a pre- text for an unfair labor practice. The collective bargain- ing agreement on its face provides for arbitration of dis- putes over "wage rates or related wage rules." Section 10.4.

3. Cases on labor law have long held that griev- ance procedures and arbitration are parts of the continuous collective bargaining process and should not be interfered with by reviewing agencies such as the National Labor Rela- tions Agency, and by implication the Railroad Labor Rela- tions Agency. See for example Steel Workers v. Warrior & Gulf Navigation Company, 363 U.S. 574, 581 (1960); Collyer Insulated Wire, 192 NLRB 837, 77 LRRM 1931 (1971); Local 959 v. King, 572 P.2d 1168 (Alaska 1977).

ORDER AND DECISION

Based on the foregoing findings of fact and conclu- sions of law, the Agency unanimously orders and decides that:

1. UTU has failed to set forth an unfair labor practice charge or, by implication, a petition to enforce an agreement in that the issue presented is a dispute between the employer and the Union concerning the terms of the parties' collective bargaining agreement and specifically subject to arbitration.

2. The parties are ordered to submit the dispute raised in this action to an arbitrator pursuant to the collective bargaining agreement.

3. The Agency will retain jurisdiction over this dispute for purposes of insuring timely submission and compliance with the mutually agreed-upon dispute resolution provisions.

4. UTU's unfair labor practice charge is dismissed subject to the foregoing retention of jurisdiction.

DATED this 30 day of July, 1986.

RAILROAD LABOR RELATIONS AGENCY

By _____
C.R. "Steve" Hafling
Chairman