



State of Alaska
LABOR RELATIONS AGENCY

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C. R. "STEVE" HAFLING
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ORDER AND DECISION NO. 22
PERTAINING TO PETITION FOR CLARIFICATION
OF COLLECTIVE BARGAINING AGREEMENT BETWEEN
TRI-TRADES PUBLIC SERVICE COUNCIL AND
STATE OF ALASKA

Findings of Fact

1. The State of Alaska and the Alaska Tri Trades Public Service Council jointly executed a collective bargaining agreement on September 4, 1975. The term of the Agreement is from January 1, 1975 through December 31, 1976, with automatic renewals for one year periods thereafter unless timely notice is given by either party of a desire to renegotiate.

2. The collective bargaining agreement has a provision for reopening negotiations with respect to classifications, wages, health insurance coverage, and sick leave, which states that negotiations will begin in November to expedite agreement by January 1, 1976.

3. Article VII, Section 7 of the Agreement between the parties states:

"The parties agree that there shall be no strikes or lockouts during the life of this agreement, except as provided in Article IX, Section 2, Paragraph (c)."

The pertinent language of Article IX, Section 2, Paragraph (c) is as follows:

"Should either party fail or refuse to abide by the decision of the arbitrator, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement."

4. On or about February 9, 1976, the Tri Trades Public Service Council petitioned the Alaska State Labor Relations Agency to conduct a strike vote as a necessary preliminary, under the Public Employment Relations Act, to taking economic action.

5. A hearing was held before a quorum of the Labor Relations Agency in Anchorage on February 17, 1976, at the request of the State for clarification. Both the State and the Tri Trades were given the opportunity to present all relevant and material evidence and arguments.

Conclusions

The right to strike under PERA is not unlimited. It is conditionally granted to some, but not all, public employees. A further condition on the right to strike is the existence of a valid collective bargaining agreement, which in this case specifically states that there shall be no strikes during the life of the agreement, without exception being made as to the reopening clause.

If the parties had intended, at the time the current agreement was negotiated, to suspend the no strikes or lockouts provision of the agreement in the event impasse was reached in connection with the reopener, the agreement should have reflected such intention; it does not.

The collective bargaining agreement between the parties forecloses strikes or lockouts at least until after December 31, 1976. Therefore, although impasse may indeed have been reached

with respect to the reopening provision of the Agreement, it is not an impasse that paves the way for economic action, and therefore the petition for a strike vote election should be dismissed as being untimely and inappropriate.

DECISION AND ORDER

The petition of the Tri Trades Public Service Council requesting the Labor Relations Agency to conduct a strike vote election or to approve procedures for such an election is denied.

Signed: C. R. "Steve" Hafling
C. R. "Steve" Hafling, Chairman

Signed: /s/ Ronald M. Henry
Ronald M. Henry, Member

Dated: APRIL 21, 1976

(Morgan Reed, Member, absent and not voting)