



State of Alaska
LABOR RELATIONS AGENCY

P. O. BOX 6701 • ANCHORAGE, ALASKA 99502
TELEPHONE (907) 248-2630

C. R. "STEVE" HAFLING
CHAIRMAN
~~XXXXXXXXXX~~
MORGAN REED

BEFORE THE ALASKA LABOR RELATIONS AGENCY

WM. J. PAUZAUSKIE
CONSULTANT

ALASKA COMMUNITY COLLEGE)
FEDERATION OF TEACHERS,)
LOCAL NO. 2404,)
Complainant,)
and)
UNIVERSITY OF ALASKA,)
Respondent.)

ULPC 83-1

ORDER AND DECISION NO. 80A

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

Hearings were held on said charge during the week of June 20, 1983 and an oral Order and Decision was made on June 24, 1983. On July 14, 1983, the Agency issued written Order and Decision No. 80.

The University of Alaska (hereinafter called University) filed a Petition For Reconsideration and memorandum in support thereof on or about August 10, 1983.

The Petition For Reconsideration contained two requests for reconsideration of Order and Decision No. 80. The first request for reconsideration is that the Agency should reconsider and modify Order and Decision No. 80 because the Conclusions of Law contained therein that the University refused to discuss alternate meeting places with the Union is contrary to the Agency's express finding that the University did discuss alternate meeting places with the Union.

The second request for reconsideration is to the extent that Order and Decision No. 80 stated or implied that the University committed an unfair labor practice because it refused to compromise during bargaining, and the Decision should be modified.

The Agency having considered the Petition, and reviewed the evidence, it has been decided to amend Order and Decision No. 80. The amendment will reflect that the first issue (reconsideration and modification because the Conclusion of Law contained therein that the University refused to discuss alternate meeting places with Union is contrary to the Agency's express Findings of Fact that the University did discuss alternate meeting places with the Union) is GRANTED. Issue number two, the statement or implied statement that the University committed an unfair labor

practice because it refused to compromise during bargaining is DENIED. The reason that the second part of the Petition for Reconsideration is denied is based upon the fact that the unfair labor practice was not the lack of an agreement to move the negotiations to another place, but the lack of negotiation in good faith concerning the issue of whether negotiations should be moved to another place.

Order and Decision No. 80 Amended Findings of Fact

1. That from January 24, 1983 to March 18, 1983, over forty-five negotiating sessions took place in Building A of the Chancellor's conference room at the University Campus.

2. That the parties to date have met at reasonable times.

3. That the Union proposed a change of meeting places to some other reasonable place in an attempt to aid the negotiating efforts.

4. That the University replied that 1.5 of the contract (dated July 1, 1979 through March 31, 1981, Exhibit 9 of Case No.: ULPC 83-1) stated as follows:

"(a) Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative, and other employment duties of the negotiating team Negotiations shall be held in Anchorage."

5. That the University replied to the Union's efforts to change the place of negotiations by stating that the duties

of Chancellor Biggerstaff and the other individuals of the University's negotiating team could only be met by meeting in Building A, the conference room at the Anchorage Community College.

6. That the testimony of Chancellor Biggerstaff and Evan Johnson, the chief spokesman for the State of Alaska, clearly shows that the University refused to change their steadfast position of going off campus, and refused to discuss the possibility of the alternate places proposed by the Union.

This Board notes that there are other reasonable places located in the Anchorage area that are reasonable meeting places that would fit within the confines of 1.5 of the contract by providing minimal interference with the instructional and administrative needs of the University. That while we respect Chancellor Biggerstaff's position and those duties of the individuals who came from other campuses to be part of the University's negotiating team, we find that the Building A conference room was not the only place in Anchorage that could satisfy 1.5 of the collective bargaining agreement.

Good faith negotiations means negotiations with the bona fide intent to reach an agreement if an agreement is possible. The University did not exhibit good faith in their negotiations by demanding that the negotiations take place solely in the conference room in Building A.

8. While the University did give some reasons and had a short discussion concerning the refusal to move, the University

refused to negotiate the proposal to move in good faith.

THEREFORE, this Agency makes the following Conclusions of Law:

1. That the University committed an unfair labor practice by refusing to negotiate in good faith concerning alternate meeting places with the Union. AS 23.40.110(50) states:

A public employer or his agent 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.

AS 23.40.250 defines collective bargaining, in part, as:

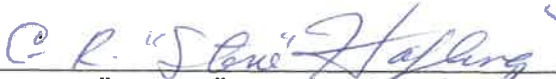
Collective bargaining means the performance of the mutual obligation of the public employer as designated representative and the representative of the employees to meet at reasonable times.

2. The statutory language contemplates meeting at reasonable places as well as reasonable times. 1.5 of the contract specifically states that the negotiations shall be scheduled at times and places that provide minimal interference The law contemplates meeting at reasonable times and places, and necessarily includes a good faith negotiation of what is included in reasonable times and places.

THEREFORE, the Agency reaffirms its Order of July 14, 1983, and ORDERS the University to cease and desist from the

practice of refusing to discuss alternate meeting places with the Union. The Agency will continue to 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 if continuing negotiations are not held at reasonable places.

DATED this 8 day of September, 1983.


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


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