

ALASKA LABOR RELATIONS AGENCY
1016 WEST 6TH AVENUE, SUITE 403
P.O. BOX 107026
ANCHORAGE, ALASKA 99501
(907) 269-4895
Fax (907) 269-4898

RECEIVED
MAR 12 2007
ACOA

ALASKA CORRECTIONAL)
OFFICERS ASSOCIATION,)
)
)
Complainant,)
)
vs.)
)
STATE OF ALASKA,)
)
Respondent.)
_____)

CASE NO. 06-1481 ULP

BENCH ORDER

The ALRA Board panel heard this unfair labor practice charge in Anchorage on January 19, 2007. Art Chance represented the Alaska Correctional Officers Association (ACOA); William Milks represented the State of Alaska (State). The record closed on March 9, 2007, when the Board panel conducted final deliberations after reviewing the entire record, including closing briefs submitted on February 14, 2007.¹ An appealable decision and order will follow this abbreviated bench order.

ACOA alleges that the State committed an unfair labor practice by refusing to negotiate the changes to the Public Employees Retirement System (PERS) brought about by passage of Senate Bill 141. This bill, which applies to all public employees hired on or after July 1, 2006, creates a "Tier IV" retirement plan that changes the PERS retirement plan to a defined contribution plan instead of the defined benefit plan in effect for Tiers I, II, and III.

¹ Before the panel could deliberate, Board Member Gary Atwood was replaced, and his term expired March 1, 2007. The remaining panel members decided to proceed as a quorum, as authorized by AS 23.05.370(b).

ACOA requested that the State bargain this statutory change, and the State refused, asserting that it did not have a duty to bargain the change to retirement benefits. The State also asserts that ACOA waived its right to request bargaining over this change.

Based on the evidence and arguments filed into this record and presented at hearing, we find and conclude as follows:

1. ACOA bears the burden of proof by a preponderance of evidence.
2. AS 23.40.110(a)(5) requires a public employer "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."
3. AS 23.40.250(9) defines "terms and conditions of employment" to include "the hours of employment, the compensation and fringe benefits, and the employer's personnel policies affecting the working conditions of the employees; but does not mean the general policies describing the function and purposes of a public employer."
4. Retirement benefits are not a fringe benefit and therefore are not a mandatory subject of bargaining.
5. ACOA waived the right to bargain the statutory change to the Public Employees Retirement System, applicable to public employees hired after July 1, 2006.
6. On the basis of these findings and conclusions, we find ACOA failed to prove by a preponderance of evidence that the State committed an unfair labor practice. ACOA's complaint will be dismissed.

Dated: 3/9/2007.

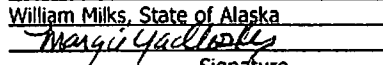
ALASKA LABOR RELATIONS AGENCY



Gary P. Bader, Chair



Dennis Niedermeyer, Member

This is to certify that on the 9th day of March, 2007, a true and correct copy of the foregoing was faxed and mailed, postage prepaid to
Art Chance & Brad Wilson, ACOA
William Milks, State of Alaska


Signature