



Alaskans Working For Alaska!

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July 10, 2013

VIA Email: becky.hultberg@alaska.gov; DOA.DOP.LaborRelations@alaska.gov

Becky Hultberg, Commissioner
Department of Administration
STATE OF ALASKA
P.O. Box 110200
Juneau, AK 99811-0200

Re: Step III – A2013-G-86

Dear Commissioner Hultberg:

This class action grievance is being filed at Step III pursuant to Article 16.07.B as the class comprises members working in more than one department.

Our Members have been working in various offices throughout the State of Alaska in working spaces considerably greater than 54 sq. ft.¹ Providing these work spaces constitutes a past practice regarding working conditions, thus is a mandatory subject of bargaining between the parties and must be negotiated before implementation. The parties so agreed per Article 37.C.

Our members also have been providing various items for personal or shared use such as small refrigerators, microwaves, electric teapots, etc. These have been routinely maintained within their personal work spaces for years. Therefore, this work condition also has been a past practice existing between the parties. Negotiation is necessary before the employer changes this working condition under Article 37.C.

Our members also have maintained their working areas in accordance with their individual working styles, were granted permanent employment status, and have not been subject to discipline or instruction regarding paper work in their respective work areas. This is another past practice that exists between the parties. Any change must be negotiated and cannot be unilaterally imposed. Art. 37.C.

¹Working space is defined as an area of floor space within an office environment which is made available for a bargaining unit member to work in on an exclusive basis.

The Employer's attempt to impose restrictive working standards unilaterally without negotiating any of these changes violates PERA as current terms and conditions of work have been established as a matter of past practice accepted by both parties from the time the first CBA was in effect between the parties. All of these changes must be negotiated before being implemented. Therefore, the Union requests negotiation on the standards that have been announced by the Employer before same are implemented. A failure to negotiate violates the Preamble as terms and conditions of employment are to be included in the CBA; Article 1.01 by ignoring ASEA as the exclusive representative of the GGU by unilaterally imposing the aforementioned terms and conditions of work; Article 3.01 by directly or indirectly interfering with the Union's representation of its members and discriminating against them; Article 14 by imposing policies on which discipline can occur without negotiating these new terms and conditions of employment; Article 29 by failing to study and research the safety and health aspects of the work space modifications; Article 37.C by seeking to enact changes in the terms and conditions of employment without negotiating with the Union.

The Union also submits, on information and belief, that the work space restrictions announced by the Employer are not being applied uniformly throughout all state offices. Rather the space restrictions are being implemented for ASEA members without equal application to all other state employees, thus treating ASEA members disparately. This disparate or unequal treatment operates contrary to Article 6.01.A.

In order to address fully all of the Union's concerns it is necessary that the following be made immediately available:

1. All documents, studies, reports, memoranda, photos, etc., obtained by the Employer in developing its Universal Space Standards.
2. All financial data reviewed by the Employer in developing its estimated 10 year savings of over \$50 million and a 20 year savings of over \$125 million.
3. Approval by the legislature for the expenditure to remodel the workspace. *See, e g.,* SB 18 – FY 2014 Capital Budget.

This is filed as a Step 3 class action grievance under Article 16.07.B. The Union is willing to consider these standards but is entitled to full information regarding the adoption of such standards. This is part of the Employer's duty to bargain in good faith by providing all requested and relevant supporting documentation prior to compelling changes in the working space of our Members. In addition, the Members are entitled to bargain over policies limiting personal items in work spaces and the clean desk policy.

REMEDY. The Union requests bargaining over all aspects of the employer's Universal Space Standards prior to implementation. If this is declined then the Union requests that the standards be found inapplicable in whole or in part to ASEA members. The employer should

Becky Hultberg, Commissioner

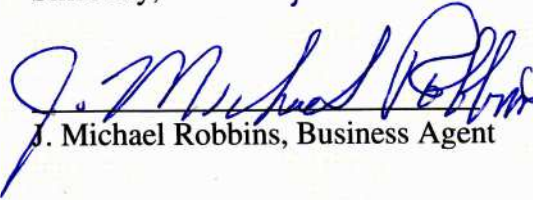
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bargain over all new policies it seeks to implement pertaining to the GGU. Otherwise the policies should be found inapplicable to the GGU.

Sincerely,



J. Michael Robbins, Business Agent

Enclosure