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STATE OF ALASKA,)
)
COMPLAINANT,)
)
vs.)
)
INTERNATIONAL ORGANIZATION OF)
MASTERS, MATES, & PILOTS PACIFIC)
MARITIME REGION ILA, AFL-CIO,)
)
AND)
)
DISTRICT NO. 1 MARINE ENGINEERS)
BENEFICIAL ASSOCIATION,)
)
RESPONDENTS.)
)

Case Nos. 02-1135-ULP and 02-1136-ULP (consolidated).

DECISION AND ORDER NO. 265

Digest: The Complainant failed to prove that the respondents committed an unfair labor practice by negotiating with state employee Robert Doll, who was not a member of the complainant's negotiating team. The Respondents' December 2, 1999, meeting with Doll regarding unmanned layups did not interfere with or coerce the Complainant in its designation of representative for collective bargaining negotiations with Respondents by asserting that Doll had the requisite authority to bind the Complainant to any agreement.

Appearances: Greg Elliot and Art Chance, Labor Relations Analysts for Complainant State of Alaska (State); Steven Ross, attorney for Respondents Masters, Mates and Pilots (MM&P), and Marine Engineers Beneficial Association (MEBA) (Unions);

Panel: Aaron Isaacs, Jr.; Chair; Dick Brickley[1]; and Raymond Smith.

[1] Due to a last-minute change of circumstances, Board member Brickley attended the hearing by telephone.

DECISION

Statement of the Case

The State of Alaska (State) filed unfair labor practice complaints against the International Organization of Masters, Mates and Pilots (MM&P) and the Marine Engineers Beneficial Association (MEBA) (Unions). The State asserts the Unions failed to bargain in good faith by interfering with the State's selection of its bargaining representative for collective bargaining negotiations with the Unions. The State alleges that the Unions committed an unfair labor practice by negotiating with state employee Robert Doll over a procedure for unmanned layups. The State contends Doll did not have authority to negotiate or bind the State. The Unions dispute the charge. The Unions contend they did not interfere in the State's selection of its bargaining representative.

The board heard this dispute in Juneau on August 6 and 7, 2002. Hearing Examiner Mark Torgerson presided. The Board based its decision on the evidence admitted and testimony presented during the hearing. The record closed on August 7, 2002.

Issue

1. Did the Unions fail to bargain in good faith with the State by meeting with state employee Robert Doll outside the formal negotiating process and then attempting to coerce the State into implementing the oral agreement on unmanned layups that they reached with Doll on December 2, 1999? If so, did the Unions commit an unfair labor practice under AS 23.40.110(c)(1)(B) by interfering with the State's right to designate its negotiating representative for purposes of collective bargaining?

Findings of Fact

The panel, by a preponderance of the evidence, finds the following facts:

1. MM&P is recognized as the exclusive bargaining representative for deck officers employed by the Alaska Marine Highway System (AMHS).

2. MEBA is recognized as the exclusive bargaining representative for the AMHS's marine engineers.

3. MM&P and MEBA and the State commenced negotiations for new collective bargaining agreements (for the 2000-2003 period) in 1999. MM&P and MEBA negotiated separately with State negotiators.

4. Prior to the start of negotiations, the parties agreed to ground rules for the negotiations. The ground rules between the State and each of the Unions provide that only the

chief spokespersons can bind a party and enter into tentative agreements. The ground rules between MEBA and the State, signed October 19, 1999, list Louie Bud Jacque as chief spokesperson for MEBA, and Tyler Andrews as the State's chief spokesperson. (Exh. I). MM&P's ground rules, signed May 5, 1999, list the chief spokespersons as Steve Demeroutis for MM&P, and Andrews for the State. (Exh. D).[2]

5. The ground rules between MEBA and the State describe the authority of the chief spokespersons in paragraphs 5 and 6. Paragraph 5 provides: "Only written proposals presented by each chief spokesperson will be considered valid." (Exh. I at 1).

Paragraph 6 provides:

> All tentative agreements shall be reduced to writing, initialed and dated by the chief spokesperson for each side at the meeting at which tentative agreement is reached and an initialed copy shall be provided to each bargaining team. All tentative agreements on given items are contingent upon overall agreement reached by the parties. No tentative agreement on any item shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties, including legislative authorization as required by law.

(Exh. I at 2).

6. In December 1999, Robert Doll was general manager of the AMHS. Although he was not a member of the State's negotiating team in its negotiations with MM&P or MEBA, he attended negotiations and advised the State's team.[3]

7. Representatives from the State, MEBA, and MM&P met several times, including sessions with the State and each union on December 2, 1999. The meetings took place in a conference room at the Department of Transportation and Public Facilities building in Juneau.

8. Jacque approached Andrews and told him that the three unions wanted to talk to Doll about procedures for unmanned layups. Andrews was agreeable to the meeting. Jacque asked Doll to meet with the Unions and with business manager Bob Provost of the Inlandboatmen's Union of the Pacific (IBU) during a break in the December 2 negotiations. The three unions wanted to convey their concern over procedures for unmanned layups. Jacque asked Doll to meet with Jacque, Demeroutis, Provost, and several members of the three unions. Approximately 20 union members met with Doll.

9. Doll asked George Capacci to attend the meeting with him. Capacci, AMHS Port Captain at the time of the December 2 meeting, was not a member of the State's negotiating team, but he attended negotiations and answered technical questions.

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[2] The record also includes ground rules for negotiations between the State and the Inlandboatmens's Union of the Pacific, Alaska Region. They list Ron Gillette as the State's Chief Spokesperson, and Robert J. Provost as IBU's Chief Spokesperson. IBU is not a party to this dispute.

[3] Doll described himself as an "interested observer" who advised the state's representative on almost every issue.

10. Andrews, the State's chief spokesperson, did not attend this meeting. The Unions did not invite him to the meeting. Andrews said he would not go to the meeting anyway. He was in between bargaining sessions, busy reviewing and typing up notes, and retyping proposals from the day's negotiating sessions. Andrews believed the meeting would be a preliminary discussion to talk about this issue. In his mind, any agreement that came out of the discussions would require a four-way letter of agreement "to make the proposal happen."

11. Prior to the meeting between Doll and the three unions, Andrews spoke briefly with Doll. Andrews did not give Doll authority to bind the State to any agreement reached at the meeting. Andrews told Doll that Doll did not have authority to bind the State to any agreement, or to reach an agreement that would be associated with the contracts. Andrews did not tell Jacque or Demeroutis whether Doll had authority to bind the State to an agreement, or not.

12. At the time of this meeting, the State was in the process of changing the ship M/V Malaspina to unmanned layup status. The AMHS was under pressure to operate the Malaspina profitably, and management representatives at AMHS hoped that changing to the unmanned layup procedure would reduce costs.

13. The State's procedure on ship layups had changed every year since 1994. Prior to the December 2, 1999 meeting, the State had previously implemented a procedure to put some ships up in unmanned layup status.

14. The December 2 meeting was less formal than the ongoing contract negotiations. The three unions expressed concern about unmanned layups. They wanted to have some "say-so" in the maintenance of state marine highway ships. They wanted to work out a procedure to protect the ships rather than have an outside vendor work on the ships.

15. Doll asked what he could do to resolve the issue. On behalf of the three unions, Jacque proposed that the State no longer tie ships up on dock in a "dead" (unmanned) condition but instead maintain the ships in layup by employing one engineer from MEBA, one mate from MM&P, and one IBU member.

16. Capacci did not believe manning of the vessels was necessary during layup. Capacci felt that utilizing unmanned layups was a feasible way for the AMHS to save money. Capacci tried to get Doll's attention on this issue during the meeting, but he was unsuccessful.

17. Doll responded enthusiastically to the three unions' proposal. He felt the proposal was a concession by the three unions because he believed the collective bargaining agreements required that if the State decided to man a ship while in layup, 14 union employees were required to work on the ship. When Jacque asked Doll if they had a deal, Doll said "done" and banged his fist on the table. Doll did not indicate there was any legislative action, written authorization, or other action needed to complete the deal. Doll did not tell the Unions there was any problem discussing this issue with him instead of with Andrews. Doll did not provide clarification of his negotiating authority or that Andrews instructed him that he had no authority to bind the State on the manning issue.

18. Doll felt he had authority to bind the State on contract changes. At the end of the December 2 meeting, Doll felt he had an agreement with the three unions although he still wondered how it would happen. He felt the agreement was "very sketchy" and that the parties needed to work out more details. At the same time, Doll knew that Andrews was the only person authorized to speak in negotiations on behalf of the State. Doll realized contract negotiations would be "channeled" through Andrews.

19. The Unions did not question whether Doll had the authority or ability to craft an agreement with them, despite knowing that the negotiating ground rules tapped Andrews as the State's Chief Spokesperson.

20. Doll assumed the agreement to put three union members on board ships in layup would require modification of the collective bargaining agreements, since the contract language in effect for the three affected unions (MEBA, MM&P, and IBU) required that 14 union members man the boats in a manned layup.

21. After the meeting, Doll did not provide Andrews with any specific information about his conversation with the Unions. Doll could not recall what he told Andrews, although he was sure he told Andrews something. Jacque spoke briefly with Andrews and summarized the meeting. Andrews told Jacque that the unions needed to put together a proposal because Andrews was too busy and did not have time to do the staff work on any proposal. Neither Doll nor the Unions' chief spokespersons raised the unmanned layup issue or the December 2, 1999, conversation during subsequent formal meetings between the negotiating teams.

22. None of the participants at the December 2, 1999, informal meeting requested that the subject of the Doll/Unions' discussions be put into writing as a tentative agreement or letter of agreement prior to reaching agreement on a draft contract for the 2000 to 2003 period.

23. Jacque did not mention the December 2 Doll/Unions meeting during subsequent negotiating meetings because Jacque expected "Doll's word was good." Jacque had worked with Doll on previous issues and expected no problems related to this latest agreement. Jacque was "not at all" concerned about the oral nature of the agreement. Jacque did not think twice about it; he just thought it "would happen." Jacque felt MEBA had previously reached oral agreement with the State on other issues.

24. Doll first realized there were objections to his December 2 agreement with the unions approximately seven weeks after the December 1999 meeting. Eight weeks after the meeting Doll left his job as AMHS manager to accept a job as the State Department of Transportation's Regional Director of operations in Southeast Alaska. Capacci replaced Doll as AMHS manager.

25. MM&P and the State reached tentative agreement on February 3, 2000. (Exh. N). MEBA and the State reached a tentative agreement on February 17, 2000. (Exhs. O & P).

26. On March 30, 2000, the State sent MM&P a draft copy of the collective bargaining agreement for the July 1, 2000, to June 30, 2003, period. (Exh. R).[4] The State asked MM&P to proof the draft. Rule 16.03 of the draft provides: "When a vessel is in maintenance/layup status, the Employer shall determine crew requirements. However, during all times a vessel is in layup or in a shipyard, the Master shall be the first crew member assigned and the last crew member removed."

27. Jacque became concerned about the status of the unmanned layup agreement in March or April 2000, as MEBA wrapped up contract negotiations for the 2000-2003 period. Jacque's concern stemmed from phone calls from some of his engineers informing him that the State was still putting up ships alongside the dock in unmanned status. Jacque had told his members that, pursuant to the December 2 agreement, at least one engineer would be left on board ships in layup, for safety purposes.

28. On May 2, 2000, MEBA sent the State a proposed Letter of Agreement that reflected what MEBA felt the unions and the State agreed to at the December 2, 1999, meeting. (Exh. 3). MEBA's Seattle office sent the proposal to the State, including Andrews and Captain Doll. John McCurdy, Branch Agent for MEBA, signed the Letter of Agreement. The proposal provides:

> It is agreed and understood . . . that the following terms and conditions . . . are in addition to the provisions of Rule 16.08 of the collective bargaining agreement. In reference to the agreement reached between AMHS System General Manager Bob Doll and the three AMHS Unions (MEBA, MM&P and IBU) held Dec. 3, 1999, the following language is to be inserted.
>
> 16.08D. The minimum manning for any AMHS Vessel in layup status, Federal Project, or any other non-service status shall be one (1) Engineer, Permanent Vessel Chief. Engineers shall be given first priority in filling these positions. It is also understood that this language will be inserted into the master agreement at the next contract opening, and this letter of agreement is eliminated from file.

(Exh. 3).

29. MEBA's May 2, 2000, proposed letter of agreement was the first written proposal that the Unions submitted to the State after the December 2, 1999, meeting with Doll. Neither the Unions nor Doll had previously provided State negotiators with any details of the proposal.

30. On May 8, 2000, the State sent MEBA a draft collective bargaining agreement for the July 1, 2000, to June 30, 2003, period. The State asked MEBA to review the agreement. (Exh. T). Rule 16.08(A) provides: "The minimum manning levels of licensed engineers assigned to a vessel in maintenance status, when licensed engineers are assigned to the vessel for repair work, shall be no less than as follows . . . ." Rule 16.08 goes on to provide that the M/V Columbia's manning level would be 1 Chief Engineer, 2 First Assistant Engineers, and 2 Second

[4] On March 30, 2000, the State also sent IBU a draft collective bargaining agreement reached between IBU and the State for the 2000 - 2003 period. (Exh. S).

Assistant Engineers. The M/V Le Conte would have 1 Chief Engineer, 1 First Assistant Engineer, and 2 Second Assistant Engineers. (*Id*. at 14).

31. The contract provisions for determining the manning of ships in layup did not change in the 2000 - 2003 collective bargaining agreements from the prior agreements between the Unions and the State.

32. The State utilized unmanned layups in 1998 and 1999, prior to the December 2, 1999, meeting between Doll and the Unions.

33. On May 19, 2000, the State sent MM&P another draft collective bargaining agreement for MM&P's review. The agreement was sent by computer diskette. (Exh. U).

34. Neither Andrews nor Doll had direct authority to sign letters of agreement on behalf of the State. Only the Commissioner of Administration or the Commissioner's designee was authorized to sign and bind the State to these letters. Andrews was authorized to discuss proposals with the unions. He would work out a proposal as a tentative agreement, analyze its financial impact on the State and the Unions, and email his analysis to the "next level up" for review.

35. Jacque was not concerned initially that the State did not immediately respond to MEBA's written manning proposal because negotiations with the State are often slow and drawn out.

36. Representatives from the State reviewed but never signed MEBA's May 2, 2000, proposed letter of agreement.

37. Andrews reviewed the proposed letter of agreement on unmanned layups and informed representatives of the Unions that the proposal was unacceptable.

38. There was no further attempt by the Unions to discuss the December 1999 unmanned layup agreement with the State prior to signing the new collective bargaining agreements.

39. On September 13, 2000, the State sent MM&P a final master collective bargaining agreement that included minor changes proposed by MM&P. (Exh. Y). None of the changes addressed manning procedures while vessels were in layup status.

40. On October 5, 2000, the State sent MM&P the master collective bargaining agreement, with an original signature page. The State notified MM&P that the State would place the agreement onto the State's website within a week. (Exh. BB).

41. On October 17, 2000, the State sent MEBA a copy of the parties' master collective bargaining agreement for the 2000 to 2003 period. The agreement included a Letter of Agreement the State and MEBA recently reached regarding MEBA's corrections proposed on

September 20, 2000. (Exh. AA). MEBA signed the master agreement on July 1, 2000, and the Letter of Agreement on October 11, 2000. (Jt. Exh. I).

42. The State filed unfair labor practice complaints against MM&P and MEBA, alleging coercion by the Unions in the State's selection of its bargaining representative. The Agency consolidated these complaints. The Unions denied the charge.

ANALYSIS

We must determine whether the Unions failed to bargain in good faith with the State by meeting with state employee Robert Doll outside the formal negotiating process and, in attempting to implement the oral agreement reached with Doll, interfering with or coercing the State in its selection of its representative for collective bargaining.

The State argues that the Unions committed an unfair labor practice by negotiating with an individual who did not have authority to negotiate on behalf of the State. The Unions respond that their meeting with Doll was not only appropriate but "was the same type of meeting that the State had been having with the Unions for years to informally resolve disputes." (Unions' brief at 9). The Unions contend that the parties met to resolve a manning-during-layup issue, not to negotiate a new collective bargaining agreement. (*Id*.). In other words, the Unions believe that Doll, as manager of AMHS, had authority to reach agreement with them over procedures for ships in layup status.

AS 23.40.110(c)(1)(B) provides: "A labor or employee organization or its agents may not restrain or coerce a public employer in the selection of the employer's representative for the purposes of collective bargaining or the adjustment of grievances[.]"

In Patrick Hardin and John E. Higgins, Jr., *The Developing Labor Law*, (4th ed. 2001), Hardin and Higgins discuss a similar provision under the National Labor Relations Act. They provide that "[s]ection 8(b)(1)(B) prohibits a union from interfering with an employer's choice of representatives for collective bargaining or the adjustment of grievances." *Id*. at 234.

Hardin and Higgins further provide:

> While Section 8(b)(1)(B) prohibits a union from interfering with an employer's choice of representatives for collective bargaining or the adjustment of grievances, it "does not proscribe all restraint and coercion of an employer in the selection of its collective-bargaining or grievance representatives."[5] The proscribed conduct must take one of two forms: (1) conduct applied directly to force an employer to select or replace a particular Section 8(b)(1)(B) representative, or (2) conduct applied indirectly against an employer's Section 8(b)(1)(B) representative in order to affect adversely the manner in which the representative serves the collective bargaining function and engages in grievance processing or other activities, such as contract interpretation. Such adverse effect

[5] Hardin and Higgins at 234, n. 825, *citing Teamsters Local 507 (George R. Klein News Co.)*, 306 NLRB 118, 120, 139 LRRM 1145, 1147 (1992).

> will not be found in every instance of union coercion of an employer's representative. Only in those instances where the union's conduct affects the Section 8(b)(1)(B) representative's performance of duties in the capacity as an adjuster of grievances or as one who serves the bargaining function is such conduct violative of the Act.

Id. at 234.

After reviewing the record in this case, we conclude that the State failed to prove by a preponderance of the evidence that the Unions' conduct violated AS 23.40.110(c)(1)(B). First, the State did not produce any evidence that the Unions applied conduct directly to force the State to select Doll as the State's representative for negotiating the layup issue. Because of their previous dealings with Doll, and Doll's behavior during the December 2 meeting, the Unions could reasonably believe that Doll could negotiate a separate deal with them on layup procedures. We have already determined that the State did not appoint Doll to negotiate the layup issue. *See International Organization of Masters, Mates, & Pilots Pacific Maritime Region ILA, AFL-CIO and District No. 1 Marine Engineers Beneficial Association, AFL-CIO vs. State of Alaska*, Decision and Order No. 263 (April 18, 2003). Believing they had a separate agreement, the Unions could not have applied direct conduct to force the State to select Doll as bargaining representative for collective bargaining.

Under the second form of proscribed conduct explained by Hardin and Higgins, the Unions did not apply indirect conduct against the State's negotiating representative, Andrews. The Unions believed they had a separate enforceable agreement with the State regarding manning procedures during layup. Although Doll's actions could lead the Unions to believe they reached agreement, we rejected, in Decision and Order No. 263, the Unions' belief as a reason to enforce the agreement. We determined in Decision and Order No. 263 that the parties did not reach an enforceable agreement on unmanned layups.

Doll had no authority, delegated or otherwise, to bind the State to the oral terms discussed with the Unions in December 1999. Unlike Andrews and the other State employees in the chain of delegation, Doll was never delegated with authority to negotiate on the State's behalf. He took it upon himself to cut a deal with the Unions but did not communicate the deal to Andrews. Without authority to bind the State, there was no enforceable agreement. We view the 'agreement' Doll reached with the Unions as nothing more than a proposal to modify the contractual provisions on manning procedures for ships in layup.

For their part, the Unions could reasonably believe that Doll was simply cutting another side deal with them, separate from contract negotiations. He had done it in the past, and the Unions believed it was another such occurrence.

Doll himself felt that the parties needed to work out more details, including modification of the layup articles in the collective bargaining agreements, before the oral agreement was completed. Doll did not relay his feeling to either the Unions or State spokesperson Andrews. Thus, there was no work done on modification, and none of the chief spokespersons was aware that they needed to modify the layup articles.

However, based on Doll's actions, and their past dealings with him, the three unions could reasonably believe that Doll did have authority to deal with them on this issue. And it is difficult to swallow that the Unions forced the State to implement the layup issue when Doll himself thought he had authority to negotiate and thought the parties had a deal, albeit preliminary in nature. Andrews, the State's chief spokesperson, did not attend the meeting but he knew Doll would attend and discuss the issue of layup procedures with the three unions. Andrews did not object to Doll meeting with the three unions. This could have given the unions the mistaken impression that Doll did have some sort of authority to negotiate. Doll certainly acted the part of a negotiator, or someone possessing authority.

Although Andrews told Doll that Doll had no authority to negotiate a deal on the State's behalf, the three unions did not know that. When Doll slammed down his fist and signified that the parties had a "done" deal, the three unions could reasonably believe Doll had been authorized to negotiate and that they had successfully re-crafted a layup procedure with the State. MEBA and MM&P have not argued that their respective contracts should be modified. Instead, they have argued that the oral agreement reached with Doll was another separate agreement similar in procedure to previous agreements reached with Doll over issues of concern. However, we rejected that argument in *International Organization of Masters, Mates, & Pilots Pacific Maritime Region ILA, AFL-CIO and District No. 1 Marine Engineers Beneficial Association, AFL-CIO vs. State of Alaska*, Decision and Order No. 263 (April 18, 2003).

A decision of the Ohio State Employment Relations Board (SERB) illustrates an illegal interference case. In *In re State Employment Relations Board v Ohio Association of Public School Employees, AFSCME, Local 4, AFL-CIO and its Local 475*, 12 Ohio Pub. Employee Rep ¶ 1490 (June 6, 1995), the union representing bus drivers sent a letter to the president of the board of education criticizing the school district's negotiator. The union's letter suggested certain people who should be added to the district's negotiating team. The Ohio SERB concluded the union's letter could reasonably be viewed as an attack on the district negotiator directed to school board members, in other words, the letter was an illegal 'end run' around the school district's negotiator. There was also an implied threat that the union may not agree to a contract if only the current negotiator continued to represent the district. The Ohio SERB found the letter and attack was an illegal bargaining tactic that interfered with the district's selection of its representative.

Here the Unions did not criticize Andrews as negotiator, suggest a new negotiator, or explicitly or implicitly threaten that they would not negotiate with Andrews. In fact, both MEBA and MM&P continued to negotiate with Andrews, and they never brought up, during negotiations, the oral agreement reached with Doll. Further, the State effectively rejected the oral agreement when MEBA submitted the May 2000, written proposal to modify manning procedures during layup.[6]

This is clearly a case of a communications breakdown. It is not a case of the Unions interfering with the State's choice of negotiator for the purpose of collective bargaining, or

[6] There is no evidence that Andrews or other State negotiators were aware of any type of agreement reached between Doll and the Unions until the Unions filed unfair labor practice complaints.

forcing the State to accept an agreement, because there was no agreement. Doll had no authority to negotiate.

Accordingly, we conclude that the State failed to prove by a preponderance of the evidence that the Unions committed an unfair labor practice by interfering with the selection of the State's representative in the negotiating process.

CONCLUSIONS OF LAW

1. The International Organization of Masters, Mates and Pilots and the Marine Engineers Beneficial Association (the Unions) are each an organization under AS 23.40.250(5), and the State of Alaska is a public employer under AS 23.40.250(7).

2. This Agency has jurisdiction under 23.40.110 to determine whether the State of Alaska committed an unfair labor practice.

3. As complainant, the State must prove each element of its case by a preponderance of the evidence.

4. The State failed to prove that the Unions committed an unfair labor practice under AS 23.40.110(c)(1)(B) by interfering with the State's right to designate its negotiating representative.

ORDER

1. The Board dismisses the unfair labor practice complaint filed by the State of Alaska against the International Organization of Masters, Mates and Pilots, and the District No. 1 Marine Engineers Beneficial Association.

2. The State of Alaska shall post a notice of this decision and order at all work sites where members of the bargaining unit affected by the decision and order are employed or, alternatively, serve each employee affected personally. 8 AAC 97.460.

ALASKA LABOR RELATIONS AGENCY

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Aaron Isaacs, Jr., Chair

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Dick Brickley, Board Member

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Raymond Smith, Board Member

APPEAL PROCEDURES

This order is the final decision of this Agency. Judicial review may be obtained by filing an appeal under Appellate Rule 602(a)(2). Any appeal must be taken within 30 days from the date of filing or distribution of this decision.

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the order in the matter of the *State of Alaska vs. the International Organization of Masters, Mates and Pilots, Pacific Maritime Region ILA, AFL-CIO, and the District No. 1 Marine Engineers Beneficial Association, AFL*-CIO, Case Nos. 02-1135-ULP and 02-1136-ULP (consolidated), dated and filed in the office of the Alaska Labor Relations Agency in Anchorage, Alaska, this 8th day of May, 2003.

_____
Arvella Thomas
Administrative Clerk

This is to certify that on the 8th day of May, 2003, a true and correct copy of the foregoing was mailed, postage prepaid, to
Steven Ross, MM&P, MEBA
Art Chance, State of Alaska
Greg Elliot, State of Alaska

_____
Signature