

State of Alaska
Grievance Form Continuation Sheet
Bargaining Unit: General Government Unit
Represented by the
Alaska State Employees Association
Contract Year July 1, 2013 – June 30, 2016

Name of Grievant: Working Conditions Class Action

Block 13. Remarks:

The Union claims that the Employer has violated the Preamble and Articles 37.C, 1.01, 3.01, 14, 29, and 6.01 by implementing universal space standards and a “clean desk” policy, and has filed a class action grievance on behalf of its affected members. Each concern will be addressed below.

The Employer agrees that, although not subject to the grievance process, the Preamble of our collective bargaining agreement (Agreement) is an important statement of the parties’ intentions towards each other. The Employer understands its obligation to foster harmonious and cooperative relations, as well as resolve disputes in a rational manner, and will continue to engage the Union in respectful and constructive dialogue about matters of mutual concern.

Article 37.C requires the Employer to negotiate with the Union prior to enacting any change to the express terms of the Agreement, or prior to enacting any change in a *mandatory* subject of bargaining not established by a specific provision of the Agreement. Space standards are not addressed in the express terms of our Agreement, therefore for 37.C to apply, the Union must be asserting that the size and design of office space is a mandatory subject of bargaining. The Employer disagrees that this is the case. The size and design of the working space does not affect employee wages, hours, or terms and conditions of employment. However, work space allocation does implicate core functions of Management such as efficiency, responsible use and distribution of resources, and the right to direct the work and determine the methods, materials, and tools to accomplish the work. These are not only recognized generally as legitimate rights of Management, they are expressly reserved by the terms of our Agreement under Article 4. Because the Employer has acted within the scope of its reserved rights, there has also been no violation of Article 1.01 or Article 3.01.

The Union asserts the Employer has violated Article 14 by imposing policies on which discipline can occur without first negotiating. The Employer disagrees that it has a duty to negotiate policies with the Union. The Employer may discipline for “just cause”, as is agreed to by the parties and stated expressly in Articles 4 and 14. While it is never stated, the Employer assumes the concerning policy is the “Clean Desk” policy. The Clean Desk policy is for the purpose of safeguarding confidential information, which is and has been an obligation of all State employees. Should

discipline be issued in relation to this policy, the Union retains all rights to the grievance process.

The Union asserts a violation of Article 29, but provides no evidence to suggest or support that the health and safety of employees will be in anyway compromised by the new office designs. In fact, the new design allows for enhanced worker comfort through maximization of access to natural light (a critical health concern to many during Alaska's long winters), more efficient heating, cooling, and ventilation, and ergonomic workstations (which include standing desks). The new office design is also fully compliant with the Americans with Disabilities Act.

The Union's final assertion is that the Employer has violated Article 6.01 by applying the space standards to ASEA members and not to others. As a preliminary matter, Article 6.01 is an affirmation by the Employer that it will not engage in illegal discrimination and will use due diligence to ensure that members are selected, appointed and promoted based on their qualifications and not on the basis of "race, color, religion, national origin, age sex, physical or mental disability, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief, or Union affiliation, or as otherwise specified in law". Here, there has been no "selection, appointment or promotion", accordingly, Article 6 does not apply. That being said, the Union's assertion that the space standards are being implemented "for ASEA members without equal application to other state employees" is not supported by the facts. Members of other Unions, as well as exempt employees, share the offices which are affected, and are also subject to changes in their work space.

In addition, the Union has requested, both through the grievance and in ongoing conversations with the Employer, several documents and access to information concerning the universal space standards. The Employer will continue to work cooperatively with the Union to answer questions and address the concerns of the Membership.

There have been no actions taken by the Employer in this instance that are contrary to the Agreement

Block 14. Decision:

Grievance denied.