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ALASKA STATE EMPLOYEES)
ASSOCIATION, AFSCME LOCAL 52,)
AFL-CIO,)
Petitioner,)
)
vs.)
)
STATE OF ALASKA,)
)
Respondent.)
_____)

Case No. 08-1541-CBA

DECISION AND ORDER NO. 288

The board heard this petition to enforce the parties' collective bargaining agreement on January 27, 2009. Hearing Examiner Mark Torgerson presided. The petition was decided based on the evidence submitted, the testimony and arguments presented at the hearing, and the written closing arguments. The record initially closed on March 3, 2009, when the Board completed its deliberations.[1] The record reopened briefly when we considered the April 7, 2009, filing of supplemental authority (a recent Alaska Supreme Court opinion) by the State. The parties indicated they saw no need for additional briefing. The record again closed on April 8, 2009.

Digest: The Agency will not order the parties to arbitration when an alleged violation by the employer does not reasonably bear on the application or interpretation of a term of their collective bargaining agreement.

Appearances: Douglas Carson, Business Agent for the Alaska State Employees Association; Michael Barber and Cheri Cadiente, Labor Relations Analysts for the State of Alaska.

[1] Board members Isaacs and McSorley were unable to attend the hearing. After completion of the January hearing, and following submission of written closing arguments, agency staff sent copies of the oral hearing record and the written arguments to board members Isaacs and McSorley, and arguments to member Askren.

Panel: Aaron Isaacs, Jr., Vice Chair; Matthew McSorley; and Will Askren.

DECISION

Statement of the Case

The Alaska State Employees Association (ASEA) filed a petition to enforce its collective bargaining agreement (CBA) with the State of Alaska (State). ASEA asks this Agency to order the parties to attend arbitration pursuant to their grievance/arbitration clause. ASEA contends the State violated Article 4, the management rights article of the parties' CBA, by disclosing the social security number and other personal information of an employee in a criminal proceeding. ASEA asserts that by doing so, the State violated the management rights clause and also the employee's right to privacy. The State has refused to arbitrate this dispute, contending that ASEA's allegations do not constitute a grievance and are therefore not arbitrable. The State argues that this dispute meets the definition of "complaint" in Article 15 of the agreement.

Issues

1. Does the alleged violation of the management rights clause in the collective bargaining agreement reasonably bear on the application or interpretation of a term in the parties' collective bargaining agreement?

2. Does the alleged violation of privacy reasonably bear on the application or interpretation of a term in the parties' collective bargaining agreement?

Findings of Fact

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

1. The State, an employer under AS 23.40.250(7), recognizes ASEA "as the exclusive bargaining representative for all permanent, probationary, provisional and nonpermanent personnel . . . in the General Government Unit (GGU) for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment." (ASEA/State Collective Bargaining Agreement (Exhs. 13 and A, Article 1.01, at 6).[2]

2. ASEA and the State entered into a collective bargaining agreement for the period July 1, 2004, through June 30, 2007. (*Id.*).

[2] Each party submitted a copy of their 98-page collective bargaining agreement. We encouraged the parties and continue to encourage parties in the future to submit joint exhibits where possible for economy and efficiency.

3. During negotiations for the above agreement, the parties retained without any substantive discussion the management rights clause contained in the previous collective bargaining agreement. This management rights clause provides:

> It is recognized that the Employer retains the right to manage its affairs, to determine the kind and nature of work to be performed and to direct the work force except as otherwise provided in this Agreement. All of the functions, rights, powers and authority not specifically modified or abridged by the express terms of this Agreement are the sole and exclusive prerogative of the Employer. Such functions, rights, powers and authority include, but are not limited to:
>
> . . . .
>
> 3. Assign and direct the work; determine the methods, materials and tools to accomplish the work; designate duty stations and assign personnel to those duty stations
>
> . . . .

(Exhs. 13 and A, Article 4, at 9).

4. There is no provision in the collective bargaining agreement that addresses the consequences of statutory violations by the employer.

5. Article 16 contains a grievance/arbitration process. Section A defines a grievance as "any controversy or dispute involving the application or interpretation of the terms of this agreement arising between the union or an employee or employees and the Employer." (*Id*., Article 16.01A, at 30). The section provides that the grievance procedure in Article 16 is the "sole means of settling grievances, except where alternative dispute resolution and appeal procedures have otherwise been agreed to in this Collective Bargaining Agreement, in which case the applicable alternative procedure shall be the exclusive appeal process available to the employee or employees." (*Id.*).

6. The parties' collective bargaining agreement also contains a complaint resolution process in Article 15. This process covers any differences of opinion not subject to the Article 16 grievance process. Article 15.01A defines a complaint as,

> (1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer which does not concern the application or interpretation of the terms of this Agreement, or (2) is the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification or (3) is a controversy, dispute or disagreement with respect to long-term nonpermanent employment. Such matters shall be the sole means of settling complaints.

7. Kathy Williams is a Criminal Justice Technician II for the State of Alaska. She worked for the Department of Public Safety from April 2005 to December 2006. She has worked at the Department of Health and Social Services since December 2006. While working at the Department of Public Safety, she was records custodian for cases in which criminal defendants were charged with failure to register as sex offenders.

8. Williams and other employees who worked in the criminal justice system for the State had access to the Alaska Public Safety Information Network, or APSIN. This database network contains information on most Alaskans, including personal information such as their social security number.

9. Williams learned that her personal information may have been improperly released in conjunction with her duties as a records custodian. On September 17, 2006, she wrote Leonard M. Linton at the state's district attorney's office and expressed concern. (Exh. 1). She stated in part:

> It has come to my attention from one of your staff, that my personal information has been released to the Public Defender's office through the process of[] 'Discovery', in preparation for a Failure to Register trial I was to testify in. . . While I do understand the need to 'Discover' certain aspects of my personal information to the Defense, I do not believe all of the information that is displayed on a Basic person page is necessary, such as my social security number, my mailing and residential address[,] and other personal information.

(*Id*. at 1).

10. Williams went on to note that it was her understanding that the district attorney's office normally obtains a curriculum vitae (CV) on witnesses who are expert witnesses or records custodians who will provide the records in a hearing. The district attorney then provides this CV to the public defender's office during the discovery process. This CV does not contain social security numbers or addresses.

11. Williams was concerned that a criminal defendant could gain access to her social security number, home address, or both, and that her identity could then be stolen or personal safety compromised.

12. Williams contacted her union, ASEA, and ASEA filed a Step I grievance on September 22, 2006. (Exh. 2). The grievance alleged a violation of Article 4 of the CBA "and all others that apply." The grievance asserted that Williams had discovered that the district attorney's office released a

> Basic Person Report from the APSIN criminal justice information system to one or more attorneys representing individuals charged with crimes by the State. This Basic person report contains confidential information

> about Ms. Williams including her Social Security Number, birth date, and home address. The release of this information has compromised Ms. Williams' personal safety and financial security. In this day and age, it is hard to imagine any more grievous violation of her right to privacy as well as her right to confidentiality under AS 39.25.080.

(*Id*., grievance letter by business agent Douglas Carson).[3]

13. ASEA demanded that the Department of Public Safety conduct an investigation and implement procedures to prevent disclosure of confidential information in the future. ASEA also demanded that the Department conduct training for all personnel.

14. The State received the grievance on October 3, 2006. (Exh. 4 at 3). Lorena Bukovich-Notti, the Department of Public Safety's Project Coordinator, responded to Douglas Carson on October 6, 2006. "As has been communicated to you previously, we take this matter very seriously and are working with the Department of Law to understand what took place and why it took place." (Exh. 3). Bukovich-Notti posed a series of questions to Williams in conjunction with the Department's investigation.

15. Carson responded by email to Bukovich-Notti's questions on October 17, 2006. (*Id*. at 2-3). He wrote that Williams was informed by Stacy Park, a paralegal at the district attorney's office, that Park observed a law office assistant forwarding Williams' APSIN Basic person printout to the public defender's office "without redacting any information that was relevant to Ms. Williams' qualifications to testify in the Edwards case." (*Id*. at 2). As far as potential disclosure to another party, Williams was relying on what she was told by Park. Williams had not been threatened and there was no other impact except that she was "expending money on a more regular basis to check her credit report to make sure her identity hasn't been stolen." (*Id*.).

16. On October 31, 2006, Kathy Monfreda, Bureau Chief at the Department's Criminal Records and Identification Bureau, responded to the Step I grievance. (Exh. 4). Monfreda stated that the Department was asserting that the grievance was not properly a grievance but should be characterized as an Article 15 complaint. "Nevertheless, the department is taking the matter very seriously."

17. Monfreda added that disclosure of the APSIN record occurred as part of the discovery process in Criminal Rule 16, that the Department of Law's[4] discovery practices may need to be revised for this type of record, and that the Department of

[3] Exhibits 2, 4, and 7 contain a copy of the grievance form currently used by the State for bargaining unit disputes. Unfortunately, the form requires disclosure of the bargaining unit member's social security number. We note that our records are public records. We suggest the State utilize some other form of identification on the form.

[4] The prosecuting attorney's office is in the Department of Law.

Public Safety intended to "ensure that procedures, policies, and training are in place for Department of Law employees to prevent unauthorized and unnecessary disclosure of sensitive personal information" for employees who are called upon to testify as a function of their employment. (*Id*.).

18. Regarding the specific release, Monfreda asserted that "we have been assured by the Public Defender Agency that the APSIN information provided by the Department of Law to the Public Defender Agency about Ms. Williams **was not released to the defendant or to any unauthorized persons**. The Public Defender Agency was adamant in assuring us that they strictly enforce the APSIN dissemination requirements that are documented in the Alaska Control Terminal Agency (CTA) Directives." (*Id*.) (emphasis in original). Monfreda also informed Carson that "[i]n the course of our review of this matter, we are further reviewing the safeguards and policies applicable to all agencies with APSIN access. . . What happened in this case highlights . . . the need to scrutinize discovery practices and ensure that protections are in place. We appreciate this being brought to our attention." (*Id.*).

19. Williams is aware that the public defender's office is prohibited by law from disclosing APSIN information to a defendant.

20. ASEA filed a Step II grievance on November 14, 2006, in a letter from Douglas Carson to Camille Brill, senior management consultant to the state Department of Administration's Division of Personnel. (Exh. 5). While acknowledging that the State had broad rights to manage its affairs under Article 4 of the CBA, ASEA stated that "one of those rights does not include the right to disclose information in violation of state and federal law. Therefore, at a minimum, ASEA's allegations implicate a violation of Article 4 . . . ." ASEA alleged that the State violated AS 39.25.080 by disclosure of personnel-related information, and a violation of federal law by disclosure of Williams' social security number. (*Id.* at 1).

21. The State received the Step II grievance on November 16, 2006, and responded on December 15, 2006).[5] (Exh. 7). Brill, responding on the state's behalf, maintained that the matter was not subject to the grievance/arbitration process, but "it does not diminish the importance of Ms. Williams' concern." Brill noted that the Department of Public Safety was "making recommendations to the Department of Law to formulate a procedure for the discovery process for criminal justice employees to ensure sensitive information remains confidential." (*Id.* at 2).

22. ASEA filed a Step III grievance and the State again denied the grievance. ASEA then requested arbitration and the State denied the request. ASEA subsequently filed this petition to compel the parties to arbitration.

[5] There is no allegation that the state's response was untimely.

ANALYSIS

1. Does the alleged violation of the management rights clause in the collective bargaining agreement reasonably bear on the application or interpretation of a term in the parties' collective bargaining agreement?

AS 23.40.210(a) provides that the parties' collective bargaining agreement "shall include a grievance procedure which shall have binding arbitration as its final step." A party to the [collective bargaining] agreement has a right of action to enforce the agreement by petition to the labor relations agency." AS 23.40.210 grants jurisdiction in this Agency to decide issues of arbitrability. *Fairbanks Fire Fighters Ass'n v. City of Fairbanks*, 48 P. 3d 1165 (Alaska 2002) (*Fairbanks Fire Fighters*).

However, we will not decide an arbitrability issue if the parties' collective bargaining agreement gives the arbitrator authority to make this decision. In this case, the parties' agreement gives the arbitrator authority to decide issues of procedural arbitrability. (Exh. 13, Article 16.03, at 32).[6] We find that the issues for decision here are issues of substantive arbitrability. We will therefore decide arbitrability in accordance with the above Alaska Supreme Court opinion.[7]

"The common law and statutes of Alaska evince 'a strong public policy in favor of arbitration.'" *Department of Public Safety v. Public Safety Employees Ass'n*, 732 P. 2d 1090, 1093 (Alaska 1987), citing *University of Alaska v. Modern Construction, Inc.*, 522 P.2d 1132, 1138 (Alaska 1974). This Agency supports a policy of promoting arbitration by deferring to arbitration in appropriate cases. *Public Safety Employees Association v. State of* Alaska, Decision and Order No. 253, at 6 (April 25, 2001), citing *Alaska Public Employees Association v. Alaska State Housing Authority*, Decision and Order No. 133 (May 29, 2991).

Courts favor arbitration of collective bargaining grievances to such an extent that, in contracts containing an arbitration clause, "there is a presumption in favor of arbitrability in the sense that '[a]n order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible [of] an interpretation that covers the [asserted] dispute. Doubts should be resolved in favor of coverage.'" *Ahtna, Inc.* v. Ebasco Constructors, Inc., 894 P.2d 657, 662, n.7 (Alaska 1995), citing *United Steelworkers v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 582-83, 80 S.Ct. 1347, 1352-53, 4 L.Ed. 2d 1409 (1960).

On the other hand, notwithstanding the presumption, a request to compel arbitration should only be granted if the parties have agreed in their collective bargaining agreement to arbitrate the specific dispute. "[A]rbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so

[6] Article 16.08 provides the parties with an opportunity to submit their issue to mediation if not resolved at step 3. The parties apparently chose to not utilize this option.

[7] The parties did not dispute this agency's authority to decide this arbitrability issue.

to submit." *AT&T Technologies v. Communications Workers of America*, 475 U.S. 643, 121 L.R.R.M. (BNA) 3329 (1984) (*AT&T Technologies*). Otherwise, there would be no reason to define the parameters of arbitration in the contract. Further, the "presumption . . . does not extend beyond the reach of the principal rationale that justifies it, which is that arbitrators are in a better position than courts *to interpret the terms of a CBA*." *Wright v. Universal Maritime Service Corporation*, 525 U.S. 70, 78 (1998) (italics in original).

The Alaska Supreme Court has addressed arbitrability in the context of the presumption. In *University of Alaska v. Modern Construction, Inc.*, 522 P.2d 1132 (Alaska 1974), the court held that ambiguous contract terms should "be construed in favor of arbitrability where such construction is not obviously contrary to the parties' intent." (*Id*. at 1138). The court has also held that "[a]ny ambiguity with regard to arbitrability is to be construed in favor of arbitration." *Classified Employees Association v. Matanuska-Susitna Borough School District*, 204 P.3d 347, 353 (Alaska 2009) (*Classified Employees*), citing *Ahtna*, 894 P.2d, at 662.

In *Classified Employees*, the Supreme Court further analyzed the presumption in the arbitration context:

> But the presumption in favor of arbitration is limited. Arbitration is a creature of contract, and if there are terms in a contract that either exclude arbitration or indicate that an issue should not be subject to arbitration, then requiring that the matter be sent to arbitration would be inappropriate . . . Accordingly, if a dispute is not, under a plausible interpretation, covered under the arbitration clause of a collective bargaining agreement, it should not be arbitrated . . . .

Classified Employees, 204 P.3d at 353.

In making the determination whether the parties have agreed to arbitrate a specific contract dispute, we must analyze whether there is a reasonably arguable connection between language in a contract term and the substance of the parties' dispute. "If such a dispute is involved, or if it is reasonably arguable that such a dispute is involved, then the claim would be arbitrable." *PSEA*, 658 P.2d at 773. Put another way, "if a dispute is not, under a plausible interpretation, covered under the arbitration clause of a collective bargaining agreement, it should not be arbitrated because 'a party cannot be required to submit to arbitration any dispute which he had not agreed so to submit.'" *Classified Employees*, 204 P.3d at 353, citing to *AT&T Technologies*, 475 U.S. at 648.

If it was determined that there was unauthorized disclosure of sensitive, personal information of Ms. Williams, we agree that such an event would be very unfortunate. We fully understand her concern if such an event occurred. But we must analyze this dispute in the context of its arbitrability under the parties' collective bargaining agreement. We cannot support a request for arbitration merely because there may have been an

unfortunate disclosure.[8] We must base our determination on whether it is reasonably arguable that such an alleged disclosure is covered under a plausible interpretation of the parties' agreement. Before we can order arbitrability, ASEA must prove by a preponderance of the evidence that the application or interpretation of a contractual term reasonably bears on the parties' dispute.

We conclude that ASEA has not met this burden of proof. We find there is no connection between the alleged disclosure of personal information and a term in the parties' agreement. We disagree that the management rights clause reasonably bears on the parties' dispute.

Although there is federal law that restricts utilization of social security numbers, and similar Alaska state legislation will become effective July 1, 2009, that does not mean that an alleged disclosure of a social security number is subject to the grievance and arbitration provisions of the agreement. (See Exhs. 10 and 12). In order to trigger the right to arbitration, ASEA must show that the parties reasonably intended that such an allegation would be subject to the grievance/arbitration provisions in the agreement.

The Alaska Supreme Court addressed a dispute in which the union sued the State for housing claims that, it argued, violated both state law and the Alaska Constitution. In *Public Safety Employees Association v. State*, 658 P.2d 769 (Alaska 1983), the court was asked whether union employees who resided in state-provided bush housing could file suit in court alleging statutory (e.g., right of offset) and constitutional violations, or would they be required to pursue a remedy under the grievance/arbitration provisions of the parties' collective bargaining agreement. The trial court held that the exclusive remedy lay in the grievance/arbitration provisions of the parties agreement. The Alaska Supreme Court reversed. The court held that the parties' arbitration clause was only applicable to questions regarding "the meaning or application of the express terms of the Agreement." (*Id.* at 773). The court concluded that the parties' collective bargaining agreement contained "no terms . . . that arguably bear on the right of offset." (*Id).* Further, the court held that the constitutional claim was beyond the powers that the parties' agreement granted to the arbitrator.

We find no terms *in the agreement* that arguably bear on the right to non-disclosure of personnel records, including an employee's social security number.[9] ASEA contends that the management rights clause prohibits disclosure of an employee's personal information, and that its request is therefore arbitrable. We do not believe that this is a "reasonably arguable" position. (*Id).* As we indicated above, there is no language in the management rights clause, express or implied, that would arguably bear

[8] It is not our province to decide whether there was an unauthorized disclosure here. Our jurisdiction is limited to determining the arbitrability of this dispute.

[9] Although we must not decide the merits of this controversy as we are limited to determining arbitrability, we understand the union's and the employee's concerns about the potential disclosure of her social security number or other personal information. We observe that identity theft is a major concern today. We urge the parties to address this issue to insure the safety of employees' personal information.

on an alleged prohibition against disclosure of personal information. We believe that there is no term in the agreement that expresses the parties' agreement to arbitrate disputes over allegations regarding unauthorized disclosure of bargaining unit members' personal information. While there may be statutory restrictions pursuant to, for example, the Privacy Act of 1974 regarding utilization of social security numbers and other personal information, the parties' collective bargaining agreement does not contain language or terms that grant an arbitrator authority to decide such allegations as those made here. *See, e.g., Public Safety Employees Association v. State*, 799 P.2d 315 (Alaska 1990).

Accordingly, we deny ASEA's petition to compel arbitration of the alleged disclosure of the employee's social security number and other personal information.

Although we have concluded that this issue is not arbitrable under the grievance/arbitration provisions in Article 16 of the parties' agreement, we note that it is still subject to the complaint process in Article 15. In fact, this issue seems tailor-made for the complaint process, which was a deliberate addition by the parties to their agreement. The complaint process covers any "controversy, dispute, or disagreement" that does not concern application or interpretation of a contract term. It provides a process for resolution of disputes that do not meet the definition of a grievance.

2. Does the alleged violation of privacy reasonably bear on the application or interpretation of a term in the parties' collective bargaining agreement?

ASEA contends that the State violated the bargaining unit employee's right to privacy by disclosing the employee's personal information during a criminal proceeding. The State denies the assertion and, in any event, disputes the arbitrability of this issue.

ASEA argues that the management rights clause in Article 4 prohibits disclosing an employee's personal information generally and disclosing a social security number specifically. ASEA concedes that the management rights clause gives the State "broad rights" to manage its workforce. (ASEA January 13, 2009 prehearing brief, at 4). However, ASEA maintains that Article 4 does not give the State the right "to disclose confidential information in violation of an individual's right to privacy and the law. In other words, the State does not have the right to manage its workforce in violation of the law. This is just common sense." (*Id*.).

ASEA goes on to argue that disclosing state employees' social security numbers violates state law under AS 39.25.080. This law provides that "personnel records, including employment applications and examination and other assessment materials, are confidential and are not open to public inspection except as provided in this section." (AS 39.25.080). (Exh. 11).[10] Exceptions include job title, classification status, compensation and dates of service. (AS 39.25.080(b)).

[10] ASEA asserts that a bill passed by the Alaska Legislature and signed into law by Governor Sarah Palin will establish "the strictest prohibition against disclosure of Social Security Numbers anywhere in the United

Although ASEA may be correct that disclosing a social security number as part of a personnel file may be prohibited under this law, such a disclosure is not relevant unless there is a reasonably arguable contract connection. The question we must decide is whether the disclosure of the social security number and other personnel-related information raises a question about the application or interpretation of the collective bargaining agreement that triggers a right to resolution before an arbitrator.

We cannot find such a trigger expressly or by implication in the terms of the collective bargaining agreement. It would be one thing if the agreement specifically prohibited the State from violating this statute, or even more specifically, if the agreement prohibited the employer from in any way disclosing the employee's social security number or other personnel records to a third party without permission. But the agreement before us does not contain such a specific prohibition that could trigger arbitration over the allegations.

If ASEA is contending, in its privacy assertion, that the State violated the employee's *constitutional* right to privacy and that we should decide this issue, we decline to address this issue. Deciding a constitutional issue is beyond our jurisdiction or authority. *Dougan v. Aurora Electric Inc.*, 50 P.3d 789 (Alaska 2002); *State Department of Labor, Wage and Hour Div. v. University of Alaska*, 664 P.2d 575 (Alaska 1983). (Administrative agencies have no jurisdiction to decide issues of constitutional law such as a violation of one's right to privacy.) *See Alaska State Employees Association, AFSCME Local 52, AFL-CIO v. State of Alaska*, Decision and Order No. 261 (December 31, 2002).

If ASEA is contending that the State violated the employee's right to privacy under the management rights clause and we should compel the parties to arbitration of this issue, we disagree with the assertion. We find no reasonably arguable right to privacy under the management rights clause. In addition, we find no other term of the agreement that arguably bears on a bargaining unit member's right to privacy.

As we stated earlier, Article 4 in the parties' contract addresses *management* rights, not employee rights. To conclude that each bargaining unit member has a right to privacy under the management rights clause would require us to turn the clause on its head. To construe a right to employee privacy into this or any other clause, without language that makes such a reading at least reasonably arguable, would expand the arbitrability of disputes beyond the terms of the parties' agreement. Unless appropriate language exists in the contract, a request to arbitrate must be denied.

States." ASEA Closing Brief, at 6, citing to Exhibit 12. Notwithstanding the restrictions in this law, it has no force or effect until July 1, 2009.

CONCLUSIONS OF LAW

1. The Alaska State Employees Association is 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 AS 23.40.210 to consider ASEA's petition to enforce the grievance/arbitration provisions in the parties' collective bargaining agreement.

3. As petitioner, ASEA must prove each element of its case by a preponderance of the evidence. 8 AAC 97.350(f).

4. ASEA has failed to prove by a preponderance of the evidence that the management rights clause or other terms of the parties' collective bargaining agreement reasonably bear on the parties' dispute and ASEA's request for arbitration.

5. This Agency does not have jurisdiction to decide a right-to-privacy constitutional issue in ASEA's petition.

ORDER

1. The petition by the Alaska State Employees Association to compel arbitration is denied and dismissed.

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

_____
Aaron Isaacs, Jr., Vice Chair

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Matthew McSorley, Board Member

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Will Askren, 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 mailing 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 *Alaska State Employees Association, AFSCME Local 52 AFL-CIO vs. State of Alaska*, Case No. 08-1541-CBA, dated and filed in the office of the Alaska Labor Relations Agency in Anchorage, Alaska, this 3rd day of June, 2009.

_____
Cynthia J. Teter
Administrative Clerk III

This is to certify that on the 3rd day of June, 2009, a true and correct copy of the foregoing was mailed, postage prepaid, to:

Douglas A. Carson, ASEA
Michael Barber, State

_____
Signature