



THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Administration

KELLY TSHIBAKA, COMMISSIONER

10<sup>th</sup> Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.465.2200  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

Dear Marina,

The State of Alaska believes the Union's final offer continues to contain an unlawful provision in contravention of the Alaska Public Employment Relations Act. Specifically, among other reasons, AS 23.40.210(a) requires that any agreement between the Union and the State include a pay plan that provides for a cost-of-living differential between the salaries paid to employees residing in the State and employees residing outside of the State. Because the statutory language governing the Cost of Living Differential (COLD) is mandatory, the State does not have legal authority to negotiate this provision. The Union's proposal of a "zero" COLD clearly violates the mandatory provisions of AS 23.40.210. Accordingly, the State of Alaska is formally requesting your Union to either withdraw, or to amend, its proposal to bring it into compliance with the mandatory provisions of the statute.

As you are likely aware, under Alaska law, if employees engage in strike activity in support of your unlawful proposal, such strike would, in our opinion, be considered unprotected. If the strike is unprotected, each and every striking employee (or one, or some, or all of them) would be subject to summary termination from their employment with the State. Moreover, your Union likely will be responsible for reimbursing the State for any and all damages to the State caused by any unlawful strike, including but not limited to lost revenues from ferry operations and related services and costs occasioned by an unlawful strike. Please exercise all of your best efforts to protect your employees and ensure that the State does not have to take disciplinary action against one, some or all of them for engaging in an unlawful and/or unprotected work stoppage, or take action against your Union occasioned by damages caused by any unlawful strike.

I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "K. Tshibaka", written in black ink.

Kelly Tshibaka  
Commissioner, Department of Administration



# Inlandboatmen's Union of the Pacific

MARINE DIVISION -- INTERNATIONAL LONGSHORE & WAREHOUSE UNION  
NATIONAL OFFICE • 1711 W NICKERSON ST, SUITE D • SEATTLE, WA 98119 • (206) 284-6001 • FAX (206) 284 5043



July 24, 2019 10:15pm

Ms. Nancy Such  
Deputy Director  
Division of Personnel & Labor Relations  
Department of Administration  
State of Alaska  
Email: Nancy.Sutch@Alaska.gov

Dear Nancy,

We received your letter. To clarify, the demands that have led the IBU to strike AMHS are the following:

1. 3% wage increase for each year -2019, 2020, 2021
2. Rule 33 Pass language adding 30 more feet
3. Southwest Supplemental
4. Lituya wages fall under the Master
5. Tazlina LOA until operated as a true dayboat i.e.; returns to its homeport of Juneau every night,  
Water/Coffee, 168- hour for all workers, including the night positions,  
add it to the Dispatch Selection Form, and prepaid hotels in Juneau.
6. Zero Cold

The Union is willing to amend its proposal by changing from a Zero Cold to a \$.25 Cold. While again, we do not believe our previous proposal on Cold was a violation, we are willing to make this change in order to reach an agreement on a new collective bargaining agreement. We continue to remain available anytime to meet on details of our proposal.

We hope that this clears up any confusion on your part and relieves you of the effort of continuing to attempt to find excuses to characterize our strike as unlawful and unprotected.

Sincerely,

Marina Secchitano  
President

cc: IBU Membership

## REGIONAL OFFICES

### PUGET SOUND

1711 W. Nickerson, Ste. D  
Seattle, WA 98119  
(206) 284-5040  
FAX: (206) 284-5043

### REGION 37

1711 W. Nickerson, Ste. D  
Seattle, WA 98119  
(206) 284-5321  
FAX: (206) 284-5043

### COLUMBIA RIVER

2435 NW Front Ave.  
Portland, OR 97209  
(503) 228-6000  
FAX: (503) 223-2556

### SAN FRANCISCO

450 Harrison Street Ste. 103  
San Francisco, CA 94105  
(415) 896-1224  
FAX: (415) 896-1226

### HAWAII

451 Atkinson Drive  
Honolulu, HI 96814  
(808) 944-0611  
FAX: (808) 944-8051

### SOUTHERN CALIFORNIA

1911 N. Gaffey, Ste. A-B  
San Pedro, CA 90731  
(310) 521-9003  
FAX: (310) 521-9094

### ALASKA

211 4th Street, Ste. 108  
Juneau, AK 99801  
(907) 790-9644  
FAX: (907) 790-9646

### KETCHIKAN

317 Stedman St., #C  
Ketchikan, AK 99901  
(907) 225-6360

TA NS  
2:41 pm  
7/25/19

NS  
3518

Union  
7/25/19  
1:20 pm

## RULE 5 - UNION MEMBERSHIP

**5.01** Persons employed in the bargaining unit shall be notified by the Employer at the time of hire that they have fourteen (14) days to contact the appropriate Union office ~~to be informed of the Union security provisions of this Rule.~~ The employee shall contact the Union office on their own time and shall be introduced to the Inlandboatmen's Union of the Pacific, Alaska Region, (IBU) Ship's Delegate by the Purser.

**5.02** ~~All employees covered by this Agreement shall, within thirty (30) days after employment with the Employer, be or become members of the Union and shall thereafter as a condition of employment tender the dues and initiation fees or other fees as required by AS 23.40.220. The State shall collect bargaining unit dues and initiation fees upon written authorization of the employee, as required by Alaskan Statutes, Section 23.40.220, in a manner which respects and protects the legal and constitutional rights of all dues payors. The State will provide the Union advance notice of any changes to the current dues deduction process, form or system, which changes must comply with law, and allow the Union at least ten (10) days to provide input to the State before any changes are implemented by the State.~~ NS chf

**5.03** ~~The Union shall advise the Employer in writing the amount of its initiation fee and monthly dues, as duly adopted by its membership. The Employer, with the written consent of the employee, shall deduct monthly from the pay of each employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Treasurer or other officer of the Union as may be designated in writing by the Union. The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances and other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this section, except those actions caused by the Employer's negligence. If the Union undertakes the defense under this section, it shall at its option select counsel to conduct the defense.~~

**5.04** ~~Upon notice by the Union that an employee has been employed for more than thirty (30) days and is not in compliance with the provisions of this Rule and demonstration by the Union that it has provided employee with the procedural protections required by law the Employer shall terminate the employee. Termination shall become effective within thirty (30) days after receipt of the aforesaid notice to the Employer by the Union.~~

**5.045** The Employer agrees not to discriminate against any employee for membership in the Union or activity in behalf of the Union, provided such activity is not contrary to law or this Agreement.

**5.056** Each crew shall have a ship delegate designated in writing by the Union to check overtime and pay discrepancies and to handle shipboard disputes. The Union will notify the Employer in writing of all employees they designate as a ship delegate, and any changes to those designations. The Union and all ship delegates, through the Purser's Office, will be provided a copy of all Employer office directives pertaining to changes in work rules or conditions of employment. ~~The Union will notify the Employer in writing of any changes in designation of ship delegates.~~



THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Administration

KELLY TSHIBAKA, COMMISSIONER

10<sup>th</sup> Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.269.6293  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

July 24, 2019

Dear IBU-Represented Employees:

Yesterday the Inland Boatmen's Union notified us of an approval by their membership to go out on strike and shut down our State's Marine Highway system. In my opinion, a strike should be an action of last resort, not first resort, only to be exercised after all efforts to reach an agreement have been fully exhausted.

As you may know, the Department of Administration (DOA) has been in negotiations for a new contract with the IBU for some time now. While no new contract agreement has yet been reached, I hope that the IBU will continue meeting with the State and we will soon have our agreement.

On multiple occasions over the last week, in a spirit of good faith, we asked IBU leadership for another meeting with us and the Federal Mediator, sharing that the State had some new ideas to bridge our differences. The Federal Mediator recommended mediations continue due to the cooperation demonstrated by the State. He opposed the "last best offer" made by the IBU. The IBU has chosen to not meet with us, however, and has instead focused more on an unnecessary strike vote.

If the strike continues, the Alaska Marine Highway system may well be shut down and many State residents and visitors may well be adversely affected, some in a very serious and hurtful way. It is unfortunate that such unnecessary harm will be put upon our friends, fellow employees, neighbors and visitors. We urge all employees to report for work as scheduled.

We have been asked what happens to employees' pay and benefits during a strike and how long the strike may last. First, an employee on strike will, of course, receive no pay from the State for any time spent on strike. Second, employees on strike may have to pay all their premium costs for their health insurance through COBRA, or possibly lose their entire coverage, depending upon circumstances. Third, we have no idea how long a strike will last.

Finally, the State believes that any strike is unlawful and unprotected. If this is true, then striking employees could be subject to discipline, including termination, for striking in support of illegal bargaining proposals. If you have questions about the open issues in the negotiations, please contact your IBU leadership.

I hope this communication answers some of the questions you may have about possible personal impacts of an ongoing strike. If you have further questions, please submit them in writing to the Division of Personnel and Labor Relations ([DOA.DOP.LaborRelations@alaska.gov](mailto:DOA.DOP.LaborRelations@alaska.gov)) for our response and answer.

Sincerely,  
Kelly Tshibaka  
Commissioner, Department of Administration



THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Administration

KELLY TSHIBAKA, COMMISSIONER

10<sup>th</sup> Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.269.6293  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

July 25, 2019

This letter is in response to your letter dated July 24, 2019, which you emailed to us last night at 10:45 p.m. Please be aware that the State is willing to meet with your Union, under the auspices of the Federal Mediator, at the earliest convenience of the Federal Mediator. We have taken the liberty of notifying the Federal Mediator of the State's willingness to meet.

I would like to remind you that the State has previously agreed through the Federal Mediator to certain aspects of your July 24, 2019 letter, including but not limited to the Southwest Supplemental, the Rule 33 Pass language, and the Lituya wages, among other things. However, the State continues to maintain that your current work stoppage is unlawful and must cease immediately.

As you are likely aware, if a work stoppage occurs in support of an unlawful bargaining proposal, the strike itself is unlawful and unprotected for the duration of the strike. As you acknowledged in your July 24 letter, the IBU's current strike was caused by a number of provisions. Among other things, you acknowledged that the demands leading to the strike included a "Zero Cold," which violates Alaska state law. Your Union's subsequent attempt to amend its proposal to remedy its unlawful bargaining activity and somehow convert the IBU's unlawful strike to a lawful strike is unavailing. As your legal counsel will no doubt inform you, the IBU's illegal strike must be remedied in full before the IBU can attempt to convert any job action to a lawful strike.

Moreover, any strike vote (if it was actually taken) was likely based upon a similarly unlawful package of bargaining proposals. This is yet another reason why the IBU's current strike was unlawful at its inception, and continues to be unlawful.

It is important that you and the IBU recognize that any monetary damages or economic harm suffered by the State or its citizens and guests will be the subject of a legal action for recovery of any and all monetary and other damages. In addition, the IBU's illegal strike activity continues to place the continued employment of your members at serious legal risk. As a result, the State requests, implores and demands that the IBU's unlawful activity cease immediately, that the IBU's improper conduct be fully remedied, and thereafter the bargaining process be exhausted, as called for by applicable Alaska law.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. Tshibaka".

Kelly Tshibaka  
Commissioner, Department of Administration



THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Administration**

KELLY TSHIBAKA, COMMISSIONER

10<sup>th</sup> Fl. State Office Building  
PO Box 110200  
Juneau, AK 99811-0200  
Main: 907.269.6293  
Fax: 907.465.2135  
[www.doa.alaska.gov](http://www.doa.alaska.gov)

July 23, 2019

Dear IBU Leadership,

The State stands ready to bargain. The State neither accepts nor rejects the Union's final offer. The State has some ideas that it believes can result in a voluntary agreement without a strike.

The State of Alaska likewise believes your latest contract proposal contains one or more unlawful provision(s). We are convinced, among other things, that portions of your proposal on Rule 5 - Union Membership are in conflict with the free speech protections accorded to all IBU-represented State employees by the First Amendment of the United States Constitution. *See, Janus v. AFSCME Council 31*, 138 S.Ct. 2448 (2018).

At this time, the State of Alaska is formally requesting your Union to either withdraw, or to redraft, the unlawful portions of your proposal on Rule 5 - Union Membership in order to comply with Constitutional requirements. If you do not amend your proposal, the State requests that you notify your members that any strike in support of your current bargaining proposal will likely be unprotected activity under Alaska collective bargaining law. Section 23, Chapter 40, *et seq.*

As you are likely aware, under Alaska law, if employees engage in strike activity in support of your unlawful proposal, such strike would, in our opinion, be considered unprotected. If the strike is unprotected, as you are likely also aware, each and every striking employee (or one, or some, or all of them) would be subject to summary termination from their employment with the State. Moreover, your Union likely will be responsible for reimbursing the State for any and all damages to the State caused by any unlawful strike, including but not limited to lost revenues from ferry operations and related services and costs occasioned by an unlawful strike. Please exercise all of your best efforts to protect your employees and ensure that the State does not have to take disciplinary action against one, some or all of them for engaging in an unlawful and/or unprotected work stoppage, or take action against your Union occasioned by damages caused by any unlawful strike.

I look forward to hearing from you.

Sincerely,

Kelly Tshibaka  
Commissioner, Department of Administration

cc: Kate Sheehan, Director, Division of Personnel and Labor Relations  
Nancy Sutch, Human Resource Consultant, Division of Personnel



# Inlandboatmen's Union of the Pacific

MARINE DIVISION -- INTERNATIONAL LONGSHORE & WAREHOUSE UNION  
NATIONAL OFFICE • 1711 W NICKERSON ST, SUITE D • SEATTLE, WA 98119 • (206) 284-6001 • FAX (206) 284 5043



July 23, 2019

Ms. Nancy Such  
Deputy Director  
Division of Personnel & Labor Relations  
Department of Administration  
State of Alaska  
Email: Nancy.Sutch@Alaska .gov

Dear Nancy,

In our last bargaining session of July 17, 2019, the Union, after two years and nine months of bargaining with the State including two days with a Federal Mediator, submitted to you the Union's last, best and final offer. On July 18, 2019, you responded by stating that the State has not rejected our last, best and final offer but would first like to know the results of the Union's democratic vote on accepting or rejecting the State's offer and authorizing a strike.

At this point, I would like to inform you that the AMHS Bargaining Unit has overwhelmingly rejected the State's offer and has authorized a strike.

In light of that information, the Union reaffirms and maintains its position regarding our last best and final offer and awaits the States acceptance of said offer. This offer is limited and comprehensive and will be honored only until 5:00 p.m. today July 23, 2019. If the State rejects said offer, please be advised that your rejection will result in an impasse and the Union will move to an economic strike against AMHS over hours, wages and working conditions.

Additionally, the absence of a response by 5:00 p.m. today, will constitute the State's rejection of the Union's last, best and final offer.

Sincerely,

Marina V. Secchitano  
President

## REGIONAL OFFICES

**PUGET SOUND**  
1711 W. Nickerson, Ste. D  
Seattle, WA 98119  
(206) 284-5040  
FAX: (206) 284-5043

**REGION 37**  
1711 W. Nickerson, Ste. D  
Seattle, WA 98119  
(206) 284-5321  
FAX: (206) 284-5043

**COLUMBIA RIVER**  
2435 NW Front Ave.  
Portland, OR 97209  
(503) 228-6000  
FAX: (503) 223-2556

**SAN FRANCISCO**  
450 Harrison Street Ste. 103  
San Francisco, CA 94105  
(415) 896-1224  
FAX: (415) 896-1226

**HAWAII**  
451 Atkinson Drive  
Honolulu, HI 96814  
(808) 944-0611  
FAX: (808) 944-8051

**SOUTHERN CALIFORNIA**  
1911 N. Gaffey, Ste. A-B  
San Pedro, CA 90731  
(310) 521-9003  
FAX: (310) 521-9094

**ALASKA**  
211 4th Street, Ste. 108  
Juneau, AK 99801  
(907) 790-9644  
FAX: (907) 790-9646

**KETCHIKAN**  
317 Stedman St., #C  
Ketchikan, AK 99901  
(907) 225-6360



# Inlandboatmen's Union of the Pacific

MARINE DIVISION -- INTERNATIONAL LONGSHORE & WAREHOUSE UNION  
NATIONAL OFFICE • 1711 W NICKERSON ST, SUITE D • SEATTLE, WA 98119 • (206) 284-6001 • FAX (206) 284 5043



July 23, 2019 9:35pm

Ms. Nancy Such  
Deputy Director  
Division of Personnel & Labor Relations  
Department of Administration  
State of Alaska  
Email: Nancy.Sutch@Alaska .gov

Dear Nancy,

We are in receipt your email and letter from Kelly Tshibaka. Did you inform Ms. Tshibaka that Kate Sheehan approved the Union's proposal on Rule 5 following her 5-month review of the proposal and you then signed a tentative agreement on Rule 5 on November 21, 2018?

While we don't believe that our proposal on Rule 5 that you, the State, signed as a tentative agreement on November 21, 2018, after having reviewed it for over 5 months violates the law, we are willing to withdraw our proposal on Rule 5 if the State agrees to the remainder of the Union's last best and final. This will ensure no disruption to the ferry services that are relied on by thousands of residents.

Please respond as soon as possible as we will be striking tomorrow unless an agreement is reached.

Sincerely,

Marina V. Secchitano  
President

## REGIONAL OFFICES

<b>PUGET SOUND</b> 1711 W. Nickerson, Ste. D Seattle, WA 98119 (206) 284-5040 FAX: (206) 284-5043	<b>REGION 37</b> 1711 W. Nickerson, Ste. D Seattle, WA 98119 (206) 284-5321 FAX: (206) 284-5043	<b>COLUMBIA RIVER</b> 2435 NW Front Ave. Portland, OR 97209 (503) 228-6000 FAX: (503) 223-2556	<b>SAN FRANCISCO</b> 450 Harrison Street Ste. 103 San Francisco, CA 94105 (415) 896-1224 FAX: (415) 896-1226	<b>HAWAII</b> 451 Atkinson Drive Honolulu, HI 96814 (808) 944-0611 FAX: (808) 944-8051	<b>SOUTHERN CALIFORNIA</b> 1911 N. Gaffey, Ste. A-B San Pedro, CA 90731 (310) 521-9003 FAX: (310) 521-9094	<b>ALASKA</b> 211 4th Street, Ste. 108 Juneau, AK 99801 (907) 790-9644 FAX: (907) 790-9646	<b>KETCHIKAN</b> 317 Stedman St., #C Ketchikan, AK 99901 (907) 225-6360
---	---	--	--	--	--	--	--