



Power of Alaska Public Sector Unions

## Description

# *A Teacher's Dilemma*

Updated story first published October 16, 2019



**Mark Janus, Public Employee Agency Fee Payer**

More than 8,000 teachers work for k-12 government schools in Alaska and an estimated 2,000-4000 cycle annually in and out of the jobs provided in more than 50 school districts. Most of these districts

provide teacher employment contracts as part of **Collective Bargaining Agreements (CBA)** negotiated with a local union affiliate of the **National Education Association, (NEA)** whose state affiliate is **NEA-Alaska**. NEA-Alaska provides bargaining assistance to local negotiations.

Until the **US Supreme Court Janus Decision**, teachers in most Alaska Districts were required to be members of the union and dues were collected by the district bag men to be forwarded to the NEA union bosses in fat checks or direct deposit.

### **This is the Factory Model of Education**

**Not all government teachers who work in Alaska have been members of the union, however. Some have chosen to be what are called Agency Fee Payers, who only contribute the local portion of dues, which are required as a condition of employment under those CBAs. This is based on the idea that union efforts get members the salary and benefits they enjoy as public employees. Therefore, all employees of that class should have to at least pay for that portion of union services.**

Union teachers also sometimes refer to Fee Payers derisively as **free loaders**. But in Alaska, great teacher, acceptable teacher, bad teacher, terrible teacher doesn't matter. All pay the same dues and receive the same union benefits/protections under a legal doctrine known as **Duty of Fair Representation**.

[1]National Labor Relations Board: Duty of Fair Representation

**This union protection inoculates Teachers from  
accountability for many objectionable behaviors or  
accountability for academic outcomes.**

**Full disclosure: This writer worked two years in Juneau as Database Technician for the Association of Alaska School Boards, leading the charge against having a third party arbitrator decide teacher salary and benefits with Binding Arbitration as the final step in Government school negotiations. I then worked for NEA-Alaska in the Juneau Headquarters Office over nine years during the time government teachers got the Right to Strike in state law. Over 13 years, NEA-Alaska had fought for Binding Arbitration and settled for Right to Strike after advisory arbitration. I later became an Alaska certified teacher and was required to be a member of NEA over one year in a rural district. I chose to not work for an employer requiring union membership over the rest of my teaching career, between 2003-2017.**

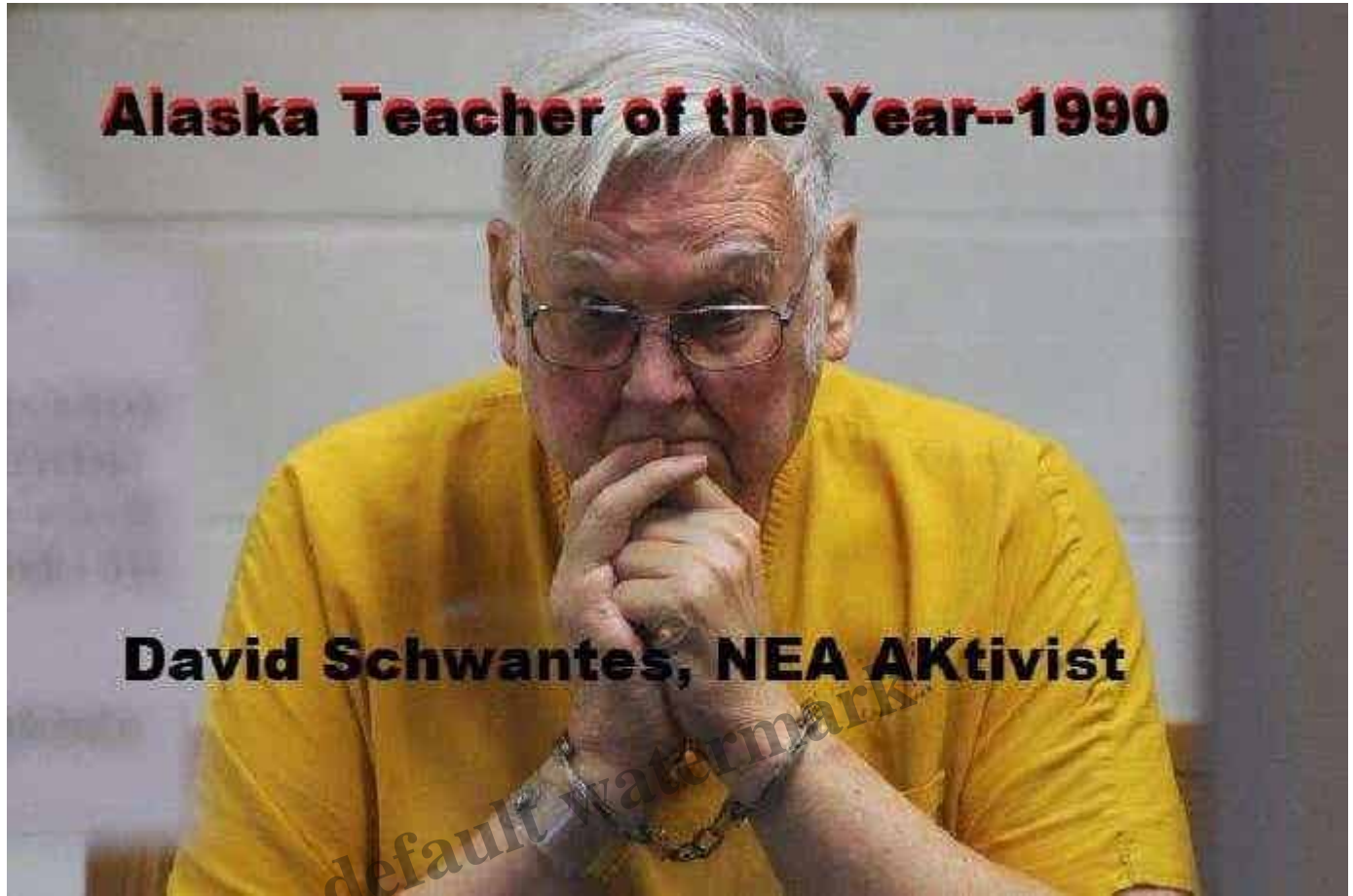
How the Government School Scam Works



David Nees at a candidate forum.

Local retired Anchorage School District (ASD) teacher **David Nees** was a Fee Payer over his 28-year career and during a recent interview explained why he refused to join the **Anchorage Education Association/NEA-Alaska/ NEA** cartel.

*I believe it was 1986 when we all went to **East High** to vote on a contract that had been sent to the arbitrator, and the union representatives said, 'Hey, this is a really good contract' so we got to vote for a pig in a poke (the union had negotiated), **said Nees**. Everybody voted for that pig in a poke; what we got was a three-year freeze of salaries and the union got Closed Shop. I became a Fee Payer at that point.*



David Schwantes was vice-president of NEA-Alaska over a few of the years I worked for that organization in Juneau. He was very active in raising money for political action. Not a penny of that money was ever returned upon his conviction as a pedophile.

**Closed Shop is defined as a place of work where membership in a union is a condition for being hired and for continued employment. A cartel is an association of manufacturers or suppliers with the purpose of maintaining prices at a high level and restricting competition. Unions supply workers and use withdrawal of services to coerce employers—in this case school boards whose members are often elected with union contributions and volunteers.**

Nothing the union does is meant to improve the quality  
of public education, utterly nothing.

According to Nees, from that time until today all ASD teachers are required to be members of AEA or formally declare their Fee Payer status, and pay what a judge annually determines is a “fair share” for union services. Additionally, former AEA President, **Andy Holleman** is a current elected member of the **ASD Board**.

But there is another way to look at this requirement.

***ASD collects Anchorage Education Association dues, and sends them to AEA, meaning basically AEA works for the district, explained Nees. When you pay the local dues you are paying for local representation—so \$130 out of \$1,400 annual dues goes for local representation while the rest goes to state and national organizations to support the national agenda.***

Nees says there are other reasons he doesn't want to be a member of **NEA/NEA-Alaska**; he believes the national agenda is "leftist," meaning their political agenda doesn't reflect his views. In fact, that complaint has long been expressed by many teachers who refused to be members and only paid their local share.

**In this writer's own experience at *NEA-Alaska*, teachers were encouraged by the union to be political sheep. A few like Nees are black sheep—who don't accept things they think could be better just because that's the way those things have always been done.**

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“Wait! Wait! Listen to me! ...  
We don’t *have* to be just sheep!”

And Nees doesn’t vote Democrat with the herd, either.

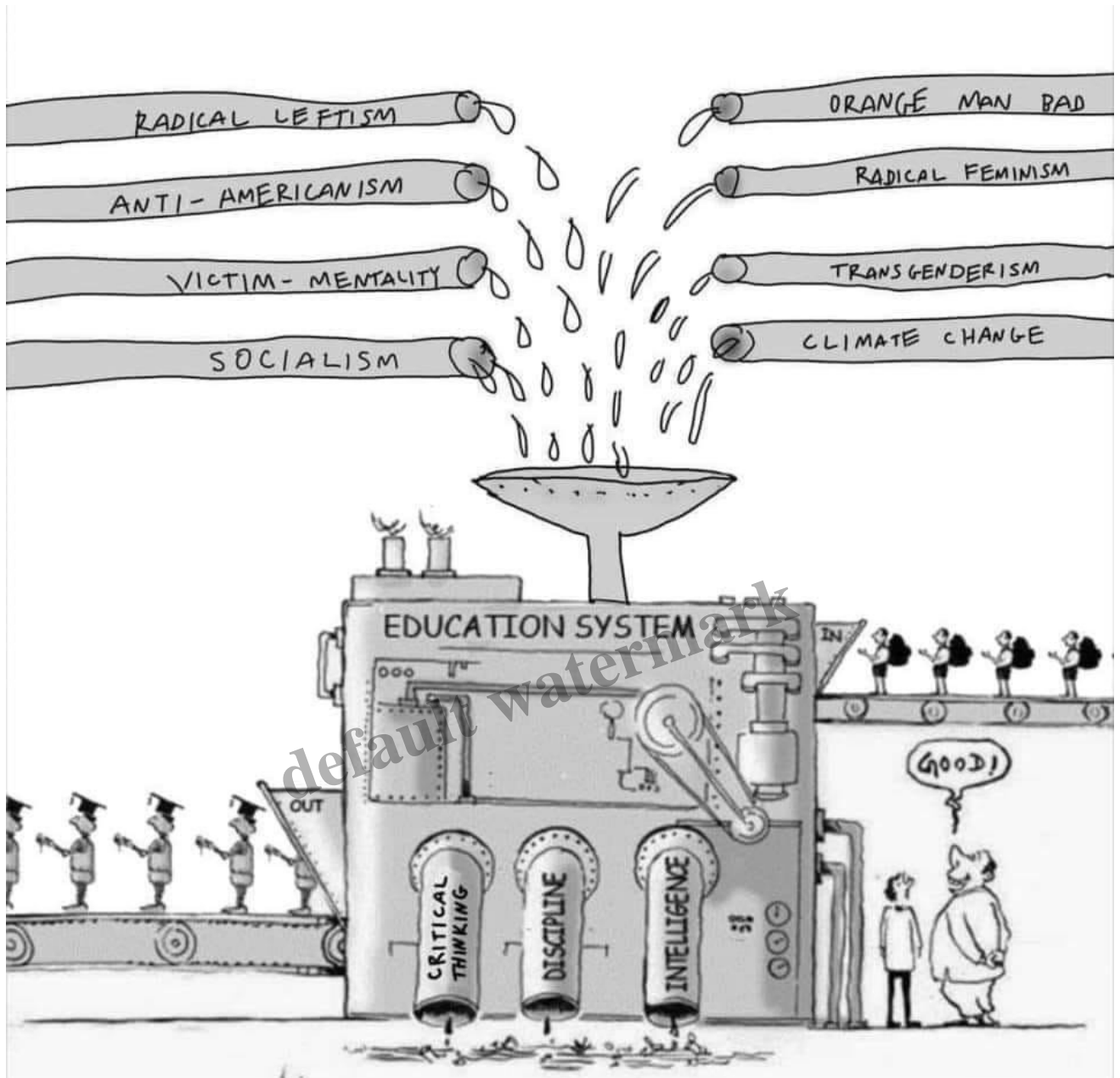
***I started teaching at Clark Middle School in about 1983; it was a poor side of town, kids were having trouble getting to school, we had 1,000 kids packed in the old building,” Nees reminisces. “About three years later I was transferred over to Hanshew—a school with 1,400 kids—and what I noticed right away was the kids were a year ahead of those I had been teaching at Clark!”***

*Nees continued: I spent the next 25 years of my life at that school. I taught mostly Math, occasionally Home Ec, and some other classes. I coached cross-country skiing, cross-country running, and track; all individual team sports, like what I mostly did as a kid. I really enjoyed the time there, raised my kids there, teaching junior high. My wife taught high school, and just retired this year after 39 years at ASD.*

The Nees are Alaskans planning on staying in Alaska. A lot of teachers who retire in Alaska cannot wait to go home—he estimates a third of his cadre of ASD teachers have stayed in Alaska after retirement.

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Over the years, Nees has also committed himself to examining education policy, even running for the **ASD Board of Education** and the **Anchorage Assembly**. He was chosen in 2014 as a teacher member of the **Alaska House of Representatives Sustainable Education Task Force**, over the strenuous objection of NEA.

### Threat to the Status Quo

That Legislative Task Force included two legislators, a former superintendent, a public member, a business accounting professional, a rural Native and Nees as a teacher representative. It examined Alaska public education and a report about what it found is on a shelf with many other reports examining Alaska public education without much consideration of the union influence on our schools.



## The Union Influence is Palpable.

There is new twist to the paradigm of unions herding Alaska government teachers: The **U.S. Supreme Court's** 2018 historic decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31* found that the **State of Illinois** cannot require nonunion public employees to be required to pay an "agency fee" to cover union expenditures for collective bargaining activities. In a 5-4 decision, the High Court concluded that the state's extraction of agency fees from non-consenting public employees violates the First Amendment.

### [2]Janus Decision

The mandate to extract proportional dues from Fee Payers was once in every Alaska state and local government employment contract with the various public employee unions. Additionally, these fee payers typically cannot vote in union elections or for proposed contracts. As a result of this 2018 Janus decision, the system has been modified and employees now have specific windows for opting out of paying dues, but once they sign up they are stuck paying dues until the next opportunity to withdraw membership.

The **Janus Decision** recognizes that coercing membership in an organization that takes political positions individual members do not agree with is a violation of the First Amendment of the U.S. Constitution. It says teachers like Nees should not have to contribute to tyranny of the majority in what he feels are leftist political agendas of the National and State unions.

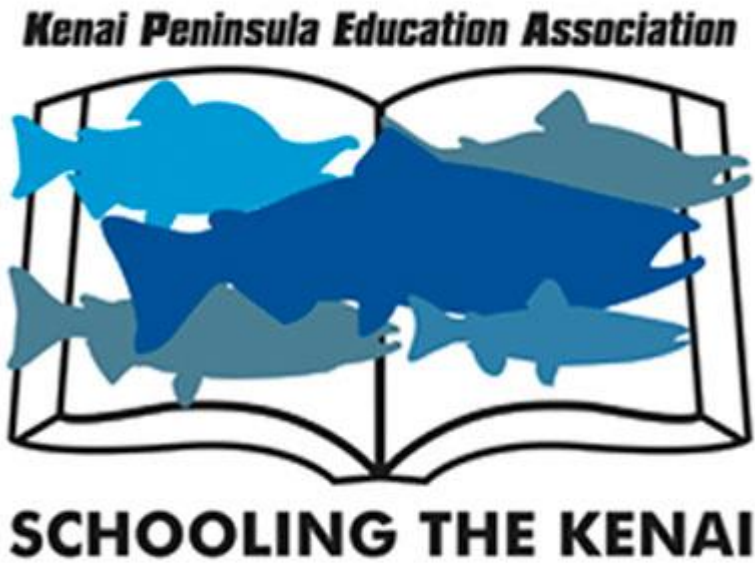
A suit against ASEA/AFSCME Local 52 by two Alaska state employees attempted to enforce the Janus dues extortion because "Such a waiver must be "freely given and shown by 'clear and compelling' evidence." The plaintiffs in this case had originally signed up willingly and the court ruled they did not meet the threshold for denial of First Amendment rights.

### [\*]Creed v ASEA/AFSCME Local 52

In fact, the reason why the unions need to coerce and intimidate government teachers is because they run the schools. Collective Bargaining Agreements establish the significant role of the union in our education factories. Alaska school administrators, most of whom are former NEA members, know it as do School Boards.

Power of the union is evident in the current

KPEA teacher contract.



2021-2024

### Union Recognition

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#### 101 ASSOCIATION RECOGNITION

The District hereby recognizes the Kenai Peninsula Education Association/National Education Association-Alaska as the exclusive representative for all certificated employees in the Kenai Peninsula Borough School District, excluding the Superintendent, Associate Superintendents, Assistant Superintendents, Chief Financial Officer, Directors, Assistant Directors, Coordinators, Principals, Assistant Principals, Principal/Teachers, day to day substitute teachers and any other whose job description requires a B Certificate.

The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.

Most Employees in other categories are members of other unions, who call themselves Professional Organizations instead of what they really are: Cartels.

### Membership & District Dues Extraction Services

Previous Language declared membership *as a condition of employment*:

1. Employees represented by the bargaining unit shall not be required to join KPEA; however, all

employees who choose not to join KPEA shall be required as condition of employment to pay a representation fee to KPEA. The representation fee shall be an amount equal to the regular KPEA, NEA-Alaska, and NEA dues.

The district is required to provide collection and accounting services for dues extraction at no charge.

**This is the new language:**

#### **550 DUES, DEDUCTIONS, CONTINUING MEMBERSHIP**

- A. All dues deductions will be made only upon written authorization of the employee. It is the responsibility of the employee to notify the Association at the same time.
- B. Payment of such dues shall be deducted from members in nine (9) monthly payments commencing with the September payroll as directed by the Association.
- C. Payroll deduction will continue from year to year unless a different method of payment is requested in writing by the Association or the individual teacher. The District shall notify the Association in writing of members dropping deductions.
- D. The Association will supply the District with the authorization forms of teachers for continuing dues deductions.
- E. At the end of each payroll period, the District shall remit within two (2) weeks, to the Association, all Association dues withheld that month.
- F. The District will deduct any dues/fees not paid prior to the issuance of final check for terminating teachers. The Association shall not hold the School Board responsible for deducting dues of teachers terminating, if termination is after issuance of final check.
- G. The Association agrees to indemnify and hold the District harmless against any liability and pay all costs and attorney's fees that may arise by reason of any action taken by the Board in complying with the provisions of this article.

#### **Free Union Leave Time**

One principal of labor relations is that employees EARN leave time. But the teacher unions and School Boards in Alaska have arrived at a system that furthers the union's grip on the soul of our schools by rewarding those who use the union to feather their own nest. Calling free leave for union work "Professional Leave" is an oxymoron; dedicated quality teachers usually don't have a lot of extra time during the school year to do Union Business.

This leave has a value beyond the dues extracted by District Management from union members. That value at the local district is passed on to **NEA-Alaska** and **NEA** at the national level for use in electing public officials who do the union's bidding.



## 545 KPEA PROFESSIONAL LEAVE

### A. ASSOCIATION LEAVE

The School Board shall grant a minimum of one and a half (1.5) days of the bargaining unit. The unused leave will be allowed to accumulate negotiation years.

### B. NEA LEAVE

NEA leave shall be granted to State officers and to members of committees requested by the State or National Associations. A maximum of fifteen days at District expense, to be used for official NEA State or National Association business.

### C. PRESIDENT RELEASE TIME

The District agrees to grant a leave time request for the President of the NEA Association for each year of the current contract, if requested. The leave shall be granted by the District, provided that the following conditions are met:

- a. the Association shall pay the full salary and benefits costs for the President during the leave time.
- b. the President shall not be released until the District has found a replacement who can perform the President's professional duties and responsibilities. The replacement shall be made in writing prior to April 15 of each year for the following year. At the end of the president's term, the employee shall have the first right of refusal to the position which the employee is qualified at the school in which the employee is currently employed.

As an employee of **NEA-Alaska** I witnessed what happened when local NEA affiliates came to Juneau to lobby the legislature for more money and whatever other benefits for employees they could dream of. I also knew personally the various NEA-Alaska Presidents, including two from Kenai in less than 10

years. The local there has high activity and influence. Intimidation is easy.

Real Alaska Teachers Shouldn't need a Union.

**Parents must insist that the teachers of their children not be in the union. Additionally, voters must not elect School Board Candidates who receive so much as one dollar from the union. We must return to a balance of power in government schools.**

Another important education reform cases was ruled on *On June 30, 2020. The U.S. Supreme Court decided one of the most important education reform cases in the past half-century, Espinoza v. Montana Department of Revenue. It held that the U.S. Constitution does not allow states to discriminate against religious parents or schools if policymakers choose to enact a private educational choice program to empower parents to choose the educational environment best suited to their own children.*

[4]Institute for Justice explanation – Espinoza v. Montana Department of Revenue

Public sector unions are parasites on government and

ultimately parasites kill their host.

References:

[1]National Labor Relations Board – Duty of Fair Representation

<https://www.nlr.gov/about-nlr/rights-we-protect/the-law/employees/right-to-fair-representation#:~:text=You%20have%20a%20right%20to,good%20faith%2C%20and%20without%20disc>

[2]Janus Decision

<https://libertyjusticecenter.org/cases/janus-v-afscme/>

In a major victory for First Amendment rights, the U.S. Supreme Court ruled on June 27, 2018 in [\*Janus v. AFSCME\*](#) that non-union government workers cannot be required to pay union fees as a condition of working in public service. This landmark case restores the First Amendment rights of free speech and freedom of association to more than five million public school teachers, first responders and other government workers across the country.

[3]Creed v ASEA/AFSCME Local 52

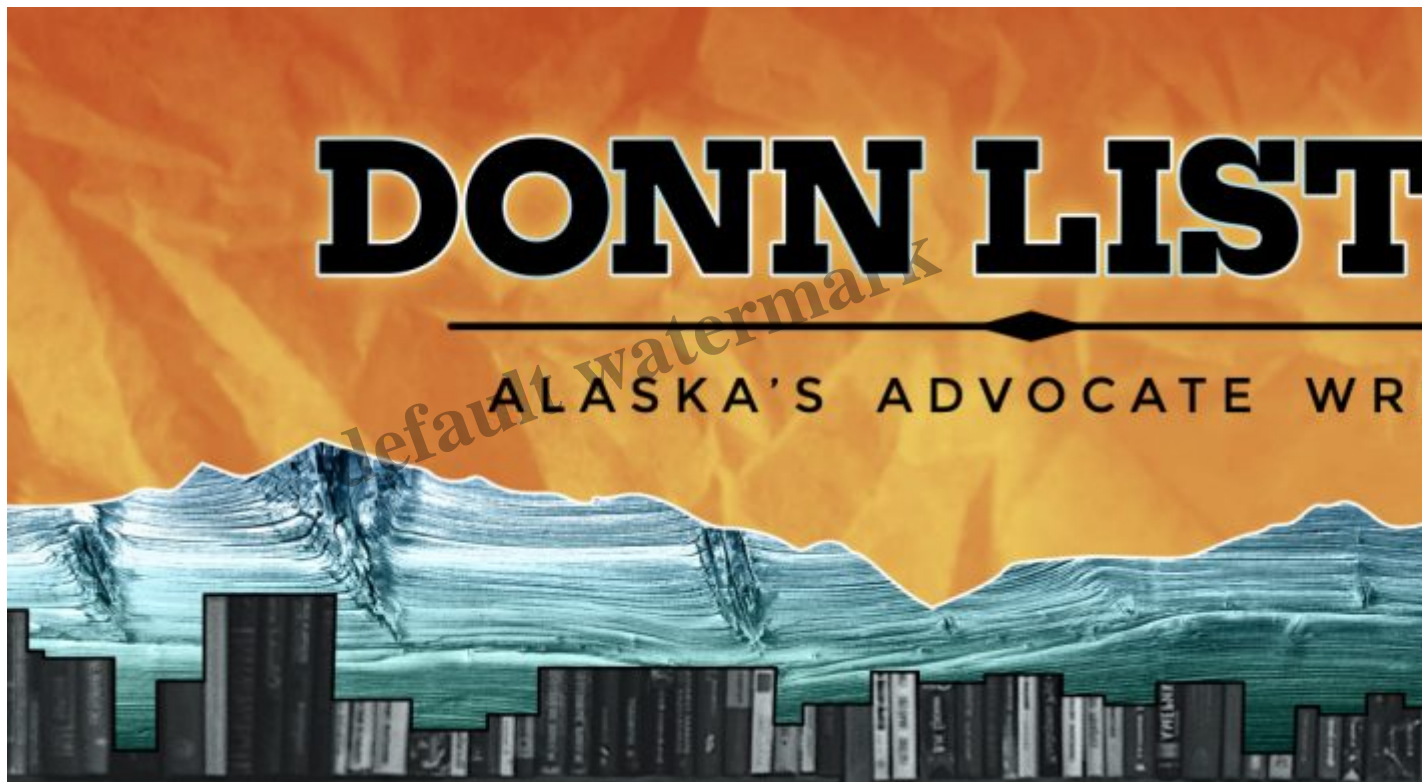
<https://libertyjusticecenter.org/wp-content/uploads/2020/03/37-Decision-Order.pdf>

[4]Institute for Justice explanation – Espinoza v. Montana Department of Revenue

<https://ij.org/case/montana-school-choice/>

*On June 30, 2020, the U.S. Supreme Court decided one of the most important education reform cases in the past half-century. This landmark case, *Espinoza v. Montana Department of Revenue*, held that the U.S. Constitution does not allow states to discriminate against religious parents or schools if policymakers choose to enact a private educational choice program to empower parents to choose the educational environment best suited to their own children. In his majority opinion, Chief Justice John Roberts wrote that while a “State need not subsidize private education[,] . . . once a State decides to do so, it cannot disqualify some private schools solely because they are religious.” The Court had already ruled in 2002, in *Zelman v. Simmons-Harris* (another IJ case), that allowing such options is permissible under the federal Constitution.*

[https://www.supremecourt.gov/opinions/19pdf/18-1195\\_g314.pdf](https://www.supremecourt.gov/opinions/19pdf/18-1195_g314.pdf)



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