

3/27/2017

Dear United Academics Colleague,

Your UNAC negotiation team (Candi Direnfield, UAF; Pat Fort, UAA; Tony Rickard, UAF; Mike Stekoll, UAS; Cyndee West, UNAC;) met with the University of Alaska negotiation team (Geoff Bacon, UA Statewide; Keli Hite McGee, UA Statewide; Paul Layer, UAF; Deborah Lo, UAS; John Petraitis, UAA) March 24-25, 2017, in Anchorage. As always, special thanks to our UNAC members who attended UA/UNAC negotiations and supported your union!

To recap the status of UA/UNAC negotiations, we have reached tentative agreement with UA on 16 of the 23 articles of our UA/UNAC collective bargaining agreement. Going into the March 24-25 negotiation sessions, the Articles of our CBA that are still under negotiation are Article(s) 1/22: Agreement and Duration (these have been two separate Articles, but will likely be combined), Article 3: Recognition, Article 9: Faculty Status – Appointment, Evaluation, Promotion, Tenure, and Termination, Article 13: Workload, Article 15: Compensation, and Article 16: Personnel Benefits. Going into the March 24-25 negotiation sessions, all of these Articles were on the UA side of the table except Article 3, which your UNAC team is holding under advisement. UA/UNAC negotiations have been ongoing for over six months.

The UA team began the March 24 negotiation session by presenting their “last, best, and final offer” for Articles 1/22, 9, 13, 15, and 16. While UA and UNAC are largely in agreement on Article 13: Workload, the UA proposals on the other CBA Articles are substantially different and far apart from what your UNAC team has been proposing and arguing for in negotiations. Here are some highlights of the most major differences between UA and UNAC proposals:

Article 1/22. UA is now proposing a two-year, rather than a three-year CBA. Your UNAC team believes our membership deserves the stability of a fair and competitive three-year agreement. Moreover, UA is rejecting a UNAC proposal to return to the bargaining table if the Alaska Legislature fails to approve financial terms of our CBA, as per Alaska Statute 23.40.215.

Article 9. Your UNAC team has worked hard with UA for months to develop a clearly defined and inclusive promotion process for all of our non-tenure track members throughout the UA system. Both UA and UNAC have had language in prior proposals to define such a process. In their March 24 counter proposal, however, UA removed all of this prior work, arguing that expanding promotion to all non-tenure track UNAC members would expose UA to a financial burden to fund the 10% adjustment to base salary for successful promotions. UA proposes to keep language in the expired CBA restricting the promotion process to only cooperative extension, clinical, and research UNAC members. Your UNAC team firmly believes that all of our non-tenure track members, who comprise nearly half of our membership, deserve an inclusive and well-defined promotion process.

Article 15: While UA continues to propose to provide \$300,000 per year to our approximately 850 UNAC members in competitive professional development funds, this would now be for two years, not three and this annual amount is still less than the salary of the UA president. Moreover, UA continues to refuse to provide any across the board raises; recall that your UNAC team has proposed no raise in the first year of our contract to give UA time to work with the Alaska Legislature and reallocate funds, but frontload \$1000 into the first year for each UNAC member for professional development. UNAC further proposes that across the board raises of 3% plus \$1150 lump sum (to base) would occur in both years two and three of the agreement. The UA proposal would allow up to 1.35% of UNAC payroll for market adjustments for each year of their proposed two-year agreement, but only at the sole discretion of UA (in other words, no guarantee of anything); your UNAC team has proposed that UA distribute the full 1.35% of UNAC total payroll to our members who are below market salaries for their disciplines in years two and three of the new CBA. Also, recall that a study conducted by your UNAC negotiation team shows that UNAC faculty are about 20% underpaid relative to the cost of living in Alaska compared to our Lower 48 peers and the market adjustments do not close this gap, but they do allow our under-market members to at least be paid the same dollar amount as peers in their disciplines.

Article 16. Areas of major disagreement between UA and UNAC regarding personnel benefits include the issue of Faculty Time Off (FTO). Currently, UNAC members receive 15 days of FTO each academic year and, whether we take FTO or not, we are still paid the same academic year salary. However, as is widely known, during the past two years academic units throughout the UA system have had funds removed from their budgets for unused FTO. Moreover, overhead charged to our members' grants now includes a rate for FTO in addition to salaries paid from the grant(s) and overhead rates for other personnel benefits. It appears to your UNAC team, and to many of our UNAC members, that funds are, essentially, being skimmed off from our members' academic units and grants and it is not clear what the funds are being used for. We believe this adversely affects all of our members, as financial resources for both our academic units and grants are, apparently, being used for something else other than faculty work, particularly our teaching and research, thus impacting our students. This, in turn, puts further pressure on our UNAC members, and our Deans and Directors, to somehow plug budget holes in grants, budgets, and/or expand class sizes and workloads to continually do more with less. The attempts of your UNAC team to work with the UA team to clarify all of this have not been successful, and our proposal to specify that FTO should have no financial value and is merely a tool for record keeping (thus leaving the funds with our academic units and grants to be appropriately used for academic work), has been rejected by UA, leaving the current opaque system in place at the discretion of UA. Your UNAC team has also proposed in Article 16 to increase the salary cap of the University Pension Plan for our members from \$42,000, where it has been frozen since the 1980s, to the social security wage base (currently about \$127,000), as is the case for Alaska state employees. This UNAC proposal would have the effect of increasing UA

contributions to the retirement accounts of all of our UNAC members; this too has been rejected by UA.

Where we are now. Your UNAC negotiation team believes that, unfortunately, the March 24 UA proposals are actually a step backward in what have been very difficult negotiations. Over more than six months of UA/UNAC negotiations, your UNAC team has worked with UA in good faith. As described in our last update, we are sensitive to the financial constraints of both UA and Alaska and we have carefully constructed proposals that are based on extensive evidence and analysis, are fair and competitive for our membership, and are realistic. We have also focused on nonfinancial improvements to the CBA (also described in prior updates and documents), and in these we have had some mutual successes working with UA. Now, however, even some of these accomplishments are in jeopardy. For example, while we remain committed to including in the CBA an inclusive and well-defined promotion process for all of our non-tenure track members, UA has now reversed course in our mutual work on this. Additionally, the differences between UNAC and UA on financial terms of the CBA remain huge. To put the financial terms of UNAC proposals in perspective, UA has estimated that the additional cost of our UNAC proposals, as described above, would add about \$10.5 million to the cost of our CBA over three years, or, on average, about \$3.5 million per year. \$3.5 million per year is about 0.39% of the current UA operating budget – that’s 39 cents of each \$100 bill of the UA budget and we are worth every penny (literally!). Recall that our roughly 850 UNAC members, as described in our prior update, collectively generate tuition and external funding of at least \$106 million per year for UA, and that exceeds the total cost of our salaries, our benefits, and the UA estimate of about \$3.5 million to fund our proposals for our CBA. While decisions about budgeting and financial allocations are appropriately the purview of UA administration, your UNAC team has extensively analyzed the UA budget to work with UA to find solutions for how the limited resources we have can be (re)allocated to fund a fair and competitive CBA for our members that is within the ability of UA to fund. We believe our proposals meet these criteria, but UA has increasingly resisted meaningful discussion of these issues.

What happens next? When one party in negotiations, particularly in public employer/employee negotiations such as UA/UNAC, presents a “last, best, and final offer,” it is incumbent on the other side to either accept or reject the offer. Since the UA team presented their March 24 proposals as their “last, best, and final offer”, your UNAC team had to decide whether to accept the final offer from UA or reject it. We rejected it. Subsequently, on March 25, your UNAC team discussed with UA that we are now at impasse and that the next step is for both UA and UNAC to work together to determine a mutually acceptable mediator and to proceed with UA/UNAC negotiations through mediation. UA has agreed to this it is our intent to work quickly with UA to jointly retain an acceptable and highly qualified mediator. Once this is accomplished, the mediator will work with both sides and try to facilitate completion of negotiations for a new CBA. UA and UNAC have also mutually agreed that our ground rules and, therefore, our expired CBA, remain in

effect until the new CBA is finalized. In a nutshell, negotiations will continue, albeit in a different format. Your UNAC team will continue to work with the UA team in good faith for the good of our members and UA.

At this time, there is no next UA/UNAC negotiation session scheduled. However, members of the UA and UNAC negotiation teams are meeting and working together to select and retain a mediator and we will then resume negotiations through mediation. As always, we will keep you posted on further developments and we will notify the membership when negotiations are scheduled. Meanwhile, please visit your union website at [www.unitedacameemics.net](http://www.unitedacameemics.net) for this and prior updates, as well as UA and UNAC documents used during UA/UNAC negotiations. Please feel free to contact members of your UNAC negotiation team if you have questions.

Thank you for your support of your union, United Academics AAUP/AFT Local 4996, and UA/UNAC negotiations,

In solidarity,

Tony Rickard, UAF.