



## Mediation Never Stopped



Dear United Academics Members,

University of Alaska system president Pat Pitney sent out an email yesterday that, as usual, misrepresents the status of collective bargaining between UA and United Academics. Her email also demonstrates that the UA administration does not seem to understand Alaska labor statutes nor understand what it means to bargain in good faith. And let's not forget, the management team sat on key compensation proposals for over 3.5 months and now blames UNAC for not reaching agreement on time.

Further, President Pitney misrepresents the contents of her "last best offer," and compares it to our pre-mediation proposals. What is correct in President Pitney's email is that UNAC and UA are scheduled to work with a federal mediator next week on June 20 and 23.

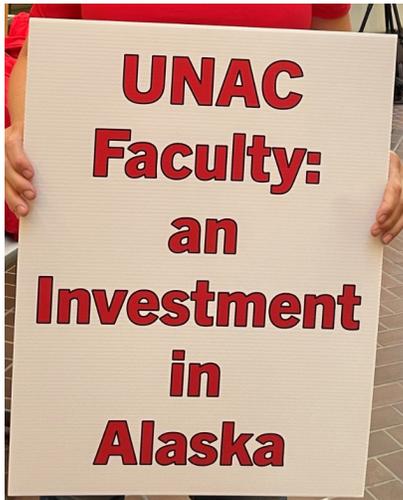
Below is an update of where things actually stand in our negotiations.

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### Claims of Implementing Last Best Offer

Declaration of impasse requires that both parties agree to an impasse, and United Academics has not agreed.

In a [recent Alaska Beacon article about our ongoing bargaining](#), Alaska Labor Relations Agency (ALRA) Administrator/Hearing Examiner, Nicole Thibodeau, wrote, "*To be at a valid impasse the parties must either agree that they are at impasse, or the Alaska Labor Relations Agency must make a determination that they are.*" Thibodeau said a case between the University and United Academics has not come before the state agency."



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## Alaska Statutes Matter

By Alaska law, funding for a new contract cannot be dispersed by the legislature until the two negotiating teams have reached a tentative agreement. Management's claims that we'd reached impasse and they'd implemented a "Last Best Offer" without going through ALRA don't add up, and legislators knew it.

[Alaska Statute 23](#) explains why the unprecedented, unilateral, last-minute attempt to secure funding without a new Tentatively Agreed contract failed. The statute clarifies:

*"The Department of Administration shall submit the monetary terms of an agreement to the legislature within 10 legislative days **after the agreement of the parties**, if the legislature is in session, or within 10 legislative days after the convening of the next regular session... In this subsection, **"tentative agreement" means an agreement that has been reached by the negotiators for the employer and the bargaining unit but that may not yet have been ratified by the members of the bargaining unit.**"*

The bargaining units have not reached agreement, and we have not agreed that we are at impasse, nor has our state labor agency confirmed that we are at impasse, as required by state law. The monetary terms, or any terms, of a CBA cannot be unilaterally implemented by an employer.

[Alaska Statute 23.40.070](#) verifies that public employees in collective bargaining units *"have become more responsive and better able to exchange ideas and information on operations with their administrators"* and requires *"public employers to negotiate with and enter into written agreements with employee organizations on matters of wages, hours, and other terms and conditions of employment."*

Unions are inconvenient to employers who want to rule with an iron fist, but Alaska law, written by Alaskan lawmakers and supported by federal law, mandates that employers must bargain in good faith with unionized workers. That includes faculty throughout the UA system.

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## Setting the Record Straight: A Mediation Timeline

- **May 6:** Both teams agreed to three future mediation dates: May 9, May 12, May 18.
- **May 9 and May 12:** The two teams met with a mediator from the Federal Mediation and Reconciliation Commission.
- **May 12:** Before the teams had finished talking with the mediator on May 12, President Pitney unilaterally declared mediation a failure, and claimed that impasse was reached.
- **May 13:** BOR, in Executive Session with President Pitney, UA's chief negotiators, and a variety of executives, voted to support UA's unilateral declaration of impasse.
- **May 16:** BOR gave President Pitney authority to implement their team's LBO (despite the upcoming mediation session scheduled for two days later) and to seek funding from the legislature without following Alaska statute.
- **May 18:** Both teams again met with the mediator for a previously agreed upon mediation session, despite the administration's unprecedented actions to implement their Last Best Offer and seek legislative funding without a TA'd new contract.
- **May 18:** *while her team met with the mediator*, and after only two previous mediation sessions, President Pitney announced to the entire UA community that mediation had failed AND that she had failed to obtain legislative approval for the unilaterally imposed CBA, thus faculty would not receive any compensation increases during the 2022-23 Academic year. She buried this information at the end of a lengthy description of what the legislature DID approve in the University budget.
- **May 25:** Representatives of UNAC and UA's negotiating teams again met with the mediator and scheduled additional mediation sessions at the next available dates of June 20 and June 23.
- **June 5-6:** BOR met in-person for the first time since the start of COVID, attended by UNAC members, and President Pitney reported that UA's negotiating team is returning to mediation because we are "moving much closer" on key issues.
- **June 20 and 23:** Mutually agreed upon dates for upcoming mediation sessions.

While everyone wants this to be over, and faculty deserve a competitive and fair new CBA, it's important to note that mediation commonly takes multiple sessions spanning weeks to months, according to the [National Mediation Board](#). President Pitney was given authority to implement the management team's Last Best Offer after just two mediation sessions had concluded. It didn't work.

It's hard to claim that mediated negotiations are '[resuming](#),' since they never stopped. Our next sessions are scheduled for June 20 and June 23. The reason for the length of time between sessions is due solely to summer scheduling conflicts. UNAC will continue to bargain in good faith through our mediator.

As an example of what President Pitney called "[the spirit of the possible](#)," the state's own General Government Unit has a new [tentative agreement](#) with the State of Alaska, as of October, 2021, with raises of 3% on July 1, 2022, 2.5% on July 1, 2023, and up to 5% on July 1, 2024 (or CPI, if lower than 5%). Anything is possible.

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## The Facts About HB 226 and Executive Raises

Here is a link to the [final version of HB 226](#), where, on page 1, it states that the bill is "Relat(ed) to the compensation of certain employees of the executive branch, judicial branch, and *University of Alaska*." Section 5 of HB 226 references [AS 39.25.11](#), which

states that it applies to “officers and employees of the University of Alaska,” meaning certain exempt officers and employees of the UA system who are not in a collective bargaining unit will receive raises as outlined in HB 226.

Regardless of whether certain non-unionized UA execs will receive raises, the key takeaway from HB 226 and from the past ten months of UA/UNAC bargaining sessions is that ***we are up against strong anti-union, union-busting sentiment***. Giving small raises to non-represented employees, executives, and lawyers, while arguing and stalling with a union is meant to weaken collective power by punishing unionized employees. Unions give workers power when they unite around their working conditions, and employers know it. It's up to faculty to stand up together and fight for better wages and better working conditions, which is exactly what faculty have been doing, as illustrated in the pictures below.

Faculty are the union, and faculty are also the university. Without faculty, there would be no students, no programs or degrees, and no research. The faculty who make this university system possible deserve respect and collegiality from supervisors, safe and up-to-date working environments, and fair compensation. Faculty deserve a fair, competitive contract bargained for in good faith by both teams. State and federal law agree.

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## In Conclusion

In the end, faculty will receive a more competitive compensation package, and faculty will continue to have better workplace protections, than would exist without a collective bargaining agreement.

United Academics leadership understands all too well the growing stress and shrinking spending power faculty members are working under. A fair and competitive new CBA can start to rectify the stressful working conditions and decreased spending power that faculty have endured over the past six years.

Mediation sessions are confidential, but rest assured that UNAC will continue to bargain in good faith to reach a CBA that's fair to faculty. We need a new CBA that UNAC members can ratify, the BOR can approve, and the legislature can appropriate. What's good for UA faculty is also good for UA students, and for Alaska's communities.





**UA FACULTY DESERVE A**



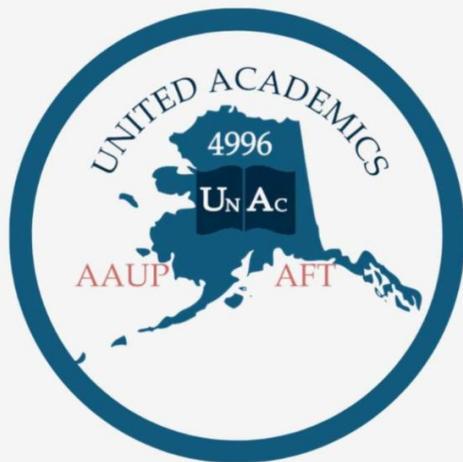
**FAIR CONTRACT NOW**

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## Upcoming Actions

**It's Juneau's turn for an action!** If you'll be in Juneau on Wednesday, June 22, join your UAS colleagues for the rally at the capitol, described in the flier below, created by a UAS faculty member.

We'll have signs, a banner, and some UNAC t-shirts. We encourage everyone to wear red and consider bringing a homemade sign. We'll be there, rain or shine, making noise to show that faculty support their UNAC bargaining team. Hope to see you there! Bring two friends, colleagues, or family members with you!



# Rally @ Capitol

**June 22  
Noon-1pm**

**University of Alaska Faculty (UNAC) deserve a fair contract NOW. Faculty working conditions are student learning conditions.**

- **UNAC faculty have gone six years with only a single 1% raise.**
- **Union and University Negotiation teams are currently engaged in mediation.**
- **Alaska AFL-CIO and APEA stand with UA faculty.**

**Community members, union members, families, students and allies are welcome to join and show support for Alaska's educators!**

more info:  
[unitedacademics.net](http://unitedacademics.net)



**Show solidarity from your campus!** Gather a couple UNAC members, friends, family members, or take a solo selfie. Make a sign supporting the UNAC bargaining team and wear red for your photo. Share it on our social media pages ([Facebook](#), [Twitter](#)) and with our Organizing Manager, Kate Quick (email below). You can also contact Kate if you are interested in organizing a photo but need a little help, if you want a UNAC shirt, or if you have other ideas or questions.

**Now is the time to show your support for the UNAC bargaining team.** Together, we will get the best possible CBA. It takes all of you to get us there.

Thank you for your continued support!

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United Academics Local #4996 (UNAC) is the bargaining unit that represents all non-adjunct, full-time faculty at the University of Alaska. UNAC is an affiliate of the American Association of University Professors (AAUP) and the American Federation of Teachers (AFT).

[Visit our Website](#)

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