

# University of Alaska and United Academics Collective Bargaining Negotiation FAQs

Revised 7/11/22

- 1. How is the proposal the University gave to UNAC on July 11, 2022, different from the Best and Final Offer that was implemented? (New 7/11/22)**
  - Some proposed monetary changes include a larger increase in the across the board (ATB) increases in FY24 and FY25, from 2.5% to 2.75% and 2% to 2.5% respectively, allowing for retroactive raises, increased salary minimums (doubling the increase from the BAFO), removal of the eligibility requirement for receiving ATB increases, and removal of the “no retroactivity” clause which would create an opportunity for ATB increases in FY23 with legislative appropriation.
  - Some proposed non-monetary concessions include increased notice periods for non-tenure track term faculty and adding training to the list of considerations for outside activities that are required to perform academic duties for the university.
- 2. When did negotiations begin?**
  - The university and the United Academics AAUP/AFT Local 4996 (UNAC) union began negotiations on August 30, 2021.
- 3. Did the university and United Academics (UNAC) tentatively agree (TA) on any articles?**
  - Yes. The Collective Bargaining Agreement has 22 articles, and the negotiation teams for UA and UNAC tentatively agreed (TA'd) on 14 of them, covering important issues such as processes involving (a) UNAC's collection of dues, (b) release time for UNAC members and connecting prospective members with the union, (c) resolution of disputes, (d) personnel files, (e) management rights, and (g) scheduled meetings between the union and university.
- 4. What did UA and UNAC not agree on?**
  - There has been a significant difference in compensation. UNAC's compensation proposals have included lump sum payments, market and equity adjustments, in addition to large across the boards (ATBs), and have totaled more than four times UA's Best and Final Offer (BAFO) from May 16th, 2022.
  - UA and UNAC also differed on eight articles including (a) a simple clarification to an endorsement of AAUP documents regarding Academic Freedom, Tenure, and Collegiality, which says, “The endorsement of these documents shall be understood as informing the parties' understanding of these important issues”, (b) mandatory multi-year contracts for non-tenure-track term faculty, (c) terms and conditions for post-doctoral fellows and visiting faculty, and (d) compensation and benefits.
- 5. Why did the university and the union agree to voluntary mediation?**
  - Little progress was being made on significant issues as the deadline for legislative appropriations for salary increases was rapidly approaching, so UA's negotiation team made its formal BAFO on these issues, and both sides agreed to non-binding, confidential mediation through the Federal Mediation and Conciliation Services (FMCS).
- 6. What happened during mediation prior to implementation?**
  - By FMCS rule and agreement of the parties, mediation is confidential. However, multiple sessions with the mediator did not result in an agreement between the parties.
- 7. Why did the university say that the negotiations were at an impasse?**

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- The parties were at deadlock as of April 25 and agreed to Federal mediation. Unfortunately, by mid-May mediation had not resulted in an agreement or altered the parties' positions on significant issues. That is the legal definition of labor impasse.

### **8. Did the University declare impasse illegally?**

- No. In contrast with the Alaska Railroad or municipal school districts, state law applicable to the university does not require either agreement by the parties or a finding by a mediator or the Alaska Labor Relations Agency that the parties are at impasse.
- In accordance with labor law, the university has implemented its BAFO, which has been on the table since April 25.

### **9. What happened after impasse was declared?**

- President Pitney sought Board of Regents (BOR) authority to (a) "implement" the TA'd articles and UA's BAFO, and (b) seek legislative appropriations for the financial terms in the BAFO. The BOR authorized President Pitney to implement, which she did on May 16, 2022.

### **10. Why did the University move to implementation?**

- The parties were at deadlock as of April 25 and agreed to Federal mediation. Unfortunately, by mid-May mediation did not result in an agreement or alter the parties' positions on significant issues.
- Once impasse was reached, the parties had choices to make. The University chose to implement its Best and Final Offer (including TA'd Articles) as is its right.
- Declaring impasse provided an opportunity to seek legislative appropriation for the monetary terms of the CBA this calendar year. The appropriation process can only move forward if there are official contract terms in place, so UA decided to implement its Best and Final Offer at that time. If the university did not implement, there was little chance for any faculty raises during 2022 since a special session on budget is unlikely.
- Consistent with President Pitney's stated goal of providing raises to faculty, implementation provided the only opportunity to provide pay raises this year.

### **11. What does it mean that UA is implementing the BAFO (Best and Final Offer), including TA'd articles?**

- This means UA will apply the terms of its BAFO, including the TA'd articles, as the terms and conditions of employment for the next three years, or until a full agreement can be reached. The caveat is that changes in monetary terms are not in effect until appropriated by the legislature.

### **12. What Collective Bargaining Agreement should bargaining unit members and supervisors now use?**

- Bargaining unit members and their supervisors should use the terms in UA's Best and Final Offer (BAFO) and the TA'd Articles. A comprehensive document with the 2022-2024 University of Alaska Best and Final Offer Collective Bargaining Terms is available on the [UA Labor Relations UNAC Faculty website](#).

### **13. Has the university implemented terms that include take-backs (removal of rights that faculty had under the old CBA)?**

- No, UA's Best and Final Offer (BAFO) contains no take-backs. In fact, the BAFO includes improvements in non-monetary and monetary terms, including raises and an increase in the pension wage base.
- If you look at the terms of the BAFO, it becomes apparent that faculty terms and conditions are improved (all changes are shown as redline). The [UA Best and Final Offer Collective](#)

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[Bargaining Terms](#) includes the articles tentatively agreed to (TAs) by the parties, as well as UA's BAFO on the articles on which the parties could not reach an agreement. It also can be found on the [UA Labor Relations UNAC Faculty website](#), along with other documents regarding bargaining: [FY23 Bargaining | Labor and Employee Engagement](#).

### 14. How does the BAFO improve faculty working conditions?

- UA provides nearly a million dollars for faculty development. In the prior CBA use was limited to travel for professional development, but is now expanded to include all types of professional development.
- Builds in consideration of multi-year contracts for non-tenure track term faculty if they secure full grant or contract salary funding.
- Eliminates the five-years-in-rank requirement for promotion of non-tenure track term faculty.
- Provides alternatives to disciplinary action.
- Explicitly recognizes additional workload activities, including supervision of student projects and service as a program coordinator or chair.
- Subject to Legislative appropriation provides across-the-board increases of 3% in FY23, 2.5% in FY24, 2.0% in FY25, and increases UA pension plan wage base from \$42k to \$52k.
- Eliminates the 6-month waiting period for eligibility for educational benefits, and allows tuition benefits to apply to programs with super-tuition.
- Continues use of UAFT sick leave bank post-merger with UAFT for "serious health conditions."
- Permits virtual office hours.
- Requires consideration of activities required for certification, licensure, and professional requirements when reviewing outside activities.

### 15. Are negotiations over or will both sides continue to work toward an agreement?

- Once impasse occurred, the requirement to negotiate was temporarily suspended. The parties have since agreed to return to mediation. We are hopeful that continued negotiations through mediation will result in an agreement.

### 16. The legislature did not consider the faculty raises in the BAFO during the regular legislative session. What happens now?

- By law (AS 23.40.215) no union raises can be paid until funds to pay them are appropriated by the Legislature. Although the regular 2022 legislative session is over, the university will pursue a supplemental appropriation for this purpose. That is likely to start when the Legislature reconvenes in regular session in January, and may not conclude until Spring of 2023.

### 17. Why can't the university just take money from its budget to pay salary increases?

- State law actually prohibits doing so for union contracts unless there is a specific Legislative appropriation for the monetary terms. AS 23.40.215(a) states: "(a) The monetary terms of any agreement entered into under AS [23.40.070](#) - [23.40.260](#) (PERA) are subject to funding through legislative appropriation." PERA is the Alaska Public Employment Relations Act.
- This is long-settled law. A 1999 Alaska Supreme Court case (CEA/ACCFT v. UA, 988 P.2d 105) rejected 6070 (then CEA) and UAFT (then ACCFT) arguments that UA could simply pay raises out of other monies when the Legislature declined to appropriate monetary terms of their CBAs.

- UA could only be required to reallocate to pay monetary terms if the Legislature includes appropriation language for monetary terms but provides no new funding for those terms, or the governor vetoes UA funding.

**18. Is UA imposing “take-backs” on academic freedom and tenure?**

- No. In Article 10 of the 2017-2109 CBA, and in ALL prior CBAs, UNAC and UA agreed to the reduction of faculty positions, including tenured positions, during program reductions and discontinuations. UNAC, however, now maintains that the endorsement of AAUP statements in Article 6 on Academic Freedom prohibits the reduction of tenured faculty. Because UNAC has misused this endorsement language, UA must insist on a clarification that simply says, “The endorsement of these [AAUP] documents shall be understood as informing the parties' understanding of these important issues”. See Article 6.3 in the BAFO.

**19. Is UA denying basic salary and workload protections for Post Docs?**

- No. UA is maintaining the status quo previously agreed to by UNAC.
- Because of the nature of Post Docs as training positions, UNAC and the university have repeatedly agreed since 1998 to exclude Post Docs **entirely** from the bargaining unit for a period of time after initial employment ranging from one to three years. Since 2014 that period has been three years.
- UA’s BAFO eliminates the exclusion of Post Docs from the bargaining unit but excludes them from certain appointment, evaluation, workload, and compensation provisions. UA has done so for the same reasons the parties previously agreed to exclude them altogether from the unit: their recognized transitional status, the absence of specific CBA terms and policies appropriate to that status, and the fact that they are supervised by UNAC bargaining unit members.
- UNAC’s argument that it could not include Post Docs in its bargaining unit until the 2018 merger of UNAC and UAFT is demonstrably false; post docs have historically been in the UNAC bargaining unit as defined by the Alaska Labor Relations Agency. Historical CBAs confirm that since 1998, UNAC and UA repeatedly have agreed to exclude post docs from the unit for various periods after initial employment. If post docs had not been in the unit, the parties would not have had any basis for agreements to exclude them.

**20. Is UA refusing to pay any faculty for the assigned services they perform?**

- No, that would be unfair and a violation of the existing CBA and the BAFO. UA has declined to accept UNAC’s proposal to require a mandatory service component for all faculty workloads, even where the university or public service has not been assigned.

**21. Why won’t UA agree to guarantee multi-year contracts for non-tenure track term faculty after a certain number of years of service?**

- Because mandated multi-year appointments for term faculty would not make sense for term faculty or UA. It could force the university to pay someone when there isn’t sufficient work/funding, and as a result, could result in a reluctance to re-employ long-term term faculty.
- UNAC’s proposal would have required multi-year renewals, beginning after only three years of term faculty employment, if the appointment was renewed. That would require UA to either terminate the term faculty member after three years or reappoint for two years. After five years of service, the required appointment would be three years. These mandatory terms would not be based on program needs or funding availability. Since

reappointment could cause serious harm to self-funded research functions, this requirement would likely result in increased turnover in these positions.

- Term faculty are not tenure track or tenured, thus UA offers no guarantee of continued employment **after** the appointment term ends. During the term, the appointment can only be ended on specified contractual grounds, including cause.
- While renewal is not guaranteed, as already provided for in past CBAs and the current UA Best and Final Offer, term faculty can be considered for appointments ranging from one to five years when program needs and funding support extended terms.
- UA also incorporated into its BAFO a provision calling for consideration of multi-year appointments if backed by full grant or contract salary funding.

**22. UNAC says the university can seek a supplemental budget request from the legislature and get an appropriation to fund monetary terms anytime. Is that true?**

- No. The university can only introduce a supplemental budget request when the Legislature is in session. The university cannot force a special session on its budget, nor can it force consideration of monetary terms, as was demonstrated by the legislature not considering the BAFO before the end of their regular session in May.
- A special session to consider UA's supplemental request is very unlikely.

**23. Did UA delay negotiations?**

- Not at all. UNAC's proposals contained over 190 separate changes to the previous CBA, impacting over 120 different provisions. That many changes required significant time for UNAC to present and for UA to consider thoroughly.
- UNAC's lack of any sense of urgency, and preferred style of negotiation, i.e., to repeatedly debate every proposal and counterproposal, also contributed to the slow pace of negotiations.
- UA provided a comprehensive proposal, including compensation, on February 7, 2022. UNAC responded on February 21.

**24. Why did UA wait so long to try mediation?**

- UA was willing to start mediation on March 23 and responded affirmatively to UNAC's suggestion to pursue mediation. UNAC, however, then declined to mediate and wanted to continue negotiating.
- With talks stalled, UA provided its best and final offer on April 25. UNAC agreed to voluntary mediation at that point.

**25. Are the parties able to resume mediation? (Updated 7/11/22)**

- Yes. In fact, the parties have returned to mediation beginning June 20, 2022. The university is hopeful that mediation sessions will result in an agreed upon CBA.

**26. Why won't UA agree to a change allowing the use of donated leave in the Sick Leave Bank for parental leave?**

- Because use for parental leave would create a retroactive taxable event for long-past donors. The IRS has ruled that sick leave donations to an employer "bank" are taxable to the **donor** unless the use is limited to "medical emergencies"/serious health conditions.
- Parental leave does not require the existence of a serious health condition or medical emergency. If a serious health condition arises in relation to childbirth or a dependent child, the bank is available.
- When the UAFT Sick Leave Bank was established, and continuing throughout its existence, contributions by the donors were not taxed since the bank was and

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continues to be limited to serious health conditions to comply with the IRS ruling. Allowing the use of parental leave would create retroactively taxable events for each individual who donated the leave.