

President's Report September 2010

Chancellor's Convocation

Staff Council was asked for input as to topics for discussion at the Chancellor's convocation, I would like to thank everyone who fill out the google survey.

If you missed convocation you can find a recorded copy at the following link:

<http://www.alaska.edu/oit/cts/streaming/archive/2010/chancellor/convocation2010.html>

If you would like to provide feedback on how you felt convocation went follow this link:

http://www.surveymonkey.com/s/Fall_Convocation_2010_survey

Administrative Review

*The administrative review is a result of the executive leadership workshop.

**This is the administrative review that Chancellor Rogers referred to in his convocation.

***VCAS Pat Pitney is a guest at our September meeting, at this time she will discuss the administrative review process.

Review Process Goals

1. Develop a mechanism to understand the current status for various functions.
2. Develop criteria for rating importance, efficiency, and effectiveness among functions.
3. Identify common processes to implement streamline.

For further information please refer to the following website. Information on the process will be posted here: <http://www.uaf.edu/adminsvc/admin-review-process/>

Christmas Closure

This year there will be an extended period of reduced activity rather than a soft closure. The three days before the hard closure (December 20-22, 2010) and the week following the hard closure (January 3-7, 2011) will have reduced staffing. It will be up to departments on how they will staff. An official memo from the chancellor will go out shortly.

RIAA – Copyright Infringement

About 1.5 years ago, the RIAA Act went into effect. OIT went through HRC and set up two processes of notification, one for staff/faculty and one for students. Since then, there have been unintended consequences of the process.

In one case that came up over the summer an employee was told by a department computer tech that the employee was in serious trouble for downloading a TV series. SW/UAF OIT knew that the computer was not in the same building as the individual and the department tech could verify the computer had been passed on, but since the NetReg was still under this individual's name it was the employee's responsibility to find the computer/user. In this case a proactive employee was able to find the computer, and found out later that there were six computers that were on Network Registration to this

individual, whereas there only should have been two.. (Even though your computers are “wiped clean” when recycle, it is a separate action that is required to clear the network registration. The MAC address has to be wiped as well as the hard drive or employees may be legally liable for copyright infringement on any computer with their name on it.

-Staff Alliance and UAF Staff Council have worked this summer with OIT to have the NetReg system purged and to have the threatening language of the notice revised.

New President

President Gamble started in June. UAF Governance groups had an opportunity to meet with President Gamble over the summer and discuss current concerns and issues. For staff he mentioned that his door is always open.

Fisher Review

The Rasmuson Foundation provided funding for the University to engage a review of the UA system. This team will evaluate the present condition of the UA system and make specific recommendations for strategic focus. Thanks to all Staff Council Members who were able to attend the review last week. I was informed by President Gamble that he intends to use this review at the system level with other reviews, like the McTaggart report, to see where we were, where we are now, and where we need to go.

Unionization

Election ballots will be mailed October 19, 2010, elections will close November 5, 2010. Only ballots received by this deadline will be counted.

For further updates please refer to the following website:

<http://www.alaska.edu/labor/union-organizing/index.xml>

Copy of SAA video Q&A:

<http://vimeo.com/14835018>

UAA written questionnaire attached.



Questionnaire: Implications of Union Organizing Efforts at UA

Introduction

These questions were compiled by members of [UAA's Classified Council](#), which is the governance group that represents all hourly staff at the University of Alaska Anchorage's campuses. The questions were submitted to [Statewide Human Resources](#) and the [Alaska State Employees Association \(ASEA\)](#) for response. We recognize responses from these sources may differ, but feel this will allow our constituents to make their own informed decisions.

Please note that the responses are presented verbatim. No clarifications or modifications of any kind (language, formatting for emphasis) have been made to any of the responses.

1. **Would University of Alaska (UA) staff be included in the same unit as other State of Alaska employees already represented by ASEA, or in a separate unit? If it was a shared unit, which unit would it be?**

ASEA Response:

ASEA for UA's bargaining unit will be a separate unit from ASEA's General Government Unit (GGU) for state employees or the municipal bargaining unit. UA staff will elect our own members to serve on the ASEA Executive Board.

SW HR Response:

If the union is voted in, UA staff will be in a specific bargaining unit, comprised of university employees **only**. The Notice of Petition currently posted in UA facilities provides the detailed list of positions that are in the proposed bargaining unit ASEA seeks to represent. You can also access an electronic version of the Notice of Petition at www.alaska.edu/labor.

2. **Who would represent UA staff in negotiations if they were a part of ASEA? Would it be UA staff representing ourselves, people employed directly by ASEA, or possibly ASEA members from other State of Alaska agencies if we were all in the same unit? If UA employees represented ourselves, how would that work? How would our representatives be chosen?**

Is the answer to this question different for negotiation of the initial contract and for future negotiations on more specific topics like benefits and grievances? If so, how?

ASEA Response:

ASEA for UA members will elect a contract negotiating team from staff in the bargaining unit. Our elected team will be assisted by experienced professional negotiators from ASEA staff. Bargaining unit members and the negotiating team will collectively determine priorities of UA staff. The negotiating team will bargain with management during negotiating sessions; once an agreement has been reached all members of the University bargaining unit will have the opportunity to vote on ratification of the contract before it goes into effect. The other ASEA bargaining units will not be involved in negotiating our contract nor will they vote on ratification.

SW HR Response:

By law, ASEA would be the exclusive bargaining representative and would determine the chief negotiator and team members for negotiations with the university. Individuals who are not UA employees may be chosen to lead and participate on a union bargaining team. The university does not know if ASEA has bylaws or other rules regarding unit member participation or bargaining teams or input into team makeup.

This answer applies to the first negotiations as well as later negotiations.

3. **Would UA staff still be on the UA health care plan if they were represented by ASEA, or would they join a health care plan that other represented State of Alaska employees are on? If UA staff would join a plan other ASEA employees are already on, is there a resource where we can learn more about that plan?**

ASEA Response:

ASEA for UA staff will have the ability to negotiate with management about the employer contribution and other aspects of the UA health care plan. If our negotiating team and members feel that we are not being adequately served by the UA health care plan we



will have the opportunity to do research into a plan that may better serve us. If UA staff want to change the type of health insurance plan or the contribution formula, such changes would need to be negotiated between the ASEA for UA bargaining team and the University. More information about ASEA's health trust can be found on the trust's website at: <https://www.aseahealth.org/>

SW HR Response:

If the union is voted in, the university and ASEA would negotiate the amount of money UA contributes toward the health plan and what health plan employees would be on. Because health coverage is subject to negotiations, it is unknown whether UA staff would remain on the university's health plan or become part of the ASEA trust. If UA staff become part of the health care trust that covers ASEA unit members working for the State of Alaska, it is likely the University's only responsibility would be to send the negotiated amount of money to the trust. If that occurred, the health trust would make all plan decisions, hear appeals and respond to questions for UA staff and other employees covered under the plan(s) governed by the health care trust.

Article 19.3 of the ASEA CBA covering General Government Unit employees at the State of Alaska contains the provision on their health care trust. <http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/contracts/ASEA2010-2013Contract.pdf>

4. If staff chose representation by ASEA, what would the timeline look like during initial negotiations? How long would these negotiations take? Would salaries and benefits stay the same during the negotiation period? If they would stay the same during negotiations, would it also freeze other salary decisions like reclassifications and in grade adjustments?

ASEA Response:

As soon as the election for representation is complete, ASEA for UA will ask to open initial contract negotiations and assist UA Staff with electing our negotiating team and determine priorities from our membership.

While we cannot guarantee when the University will agree to negotiate, we hope that a first contract will be negotiated swiftly.

During contract negotiations, the University could not make major unilateral reductions or changes in wages and benefits. Existing procedures like requesting reclassifications because a staff member is "working out of class" would continue. Salaries and benefits would continue with the current system in place under the Board of Regents Policy.

SW HR Response:

If a majority of those employees **who vote**, vote in favor of union representation, ASEA will become the exclusive bargaining representative. The university's and the union's bargaining teams would enter into negotiations some time following certification of election results. During negotiations, UA and ASEA would negotiate wages, hours and working conditions. Upon successful conclusion of the bargaining process, contract terms would be included in a tentative collective bargaining agreement (CBA). Union members must then ratify the tentative CBA, the Board of Regents must adopt it, and the Legislature would have to fund it.

The timeline for negotiations is uncertain. Any negotiations process can be lengthy, as significant amounts of information have to be exchanged and reviewed as the parties develop and consider each others' proposals. In the case of an initial CBA, the process can be more extensive as both parties are starting from scratch in preparing proposals for consideration and researching issues related to each proposal.

The university's draft budget proposal goes to the Board of Regents (BOR) for review during the September meeting each year. The Regents formally vote on the proposed budget during the November BOR meeting. From there, the Regents' proposed budget goes to the legislature for review of the funding request. If the union is elected as the bargaining representative for UA staff, the university will no longer identify annual compensation adjustments for staff in the initial proposed budget request. Instead of staff adjustments being included automatically by the university, any adjustments in wages and benefits for represented staff must be first bargained with the union and then ratified and approved as discussed above. That process would occur before amounts would be included in the university's budget request. In some years, CBA negotiations may be ongoing while the Regents are working on UA's proposed budget. In that situation, the university will not know the amount to include for staff salary and benefits increases, so will not insert an amount for an increase in salary and benefits until the adjustments have been established in the bargaining process and ratified by both parties. If the parties fail to reach an agreement within the time required by the legislative budget approval process, it could cause a delay in salary adjustments.

Most likely, reclassifications of positions would continue to occur throughout negotiations. However, the current process of in-grade step adjustments being granted to an employee by that person's supervisor and Human Resources is likely to change if UA



staff become unionized. Employee compensation mechanisms, whether used for merit, retention or excellent performance, directly affect wages and would be subject to negotiation.

- 5. How would union organization affect pay raises going forward? Would annual step increases be reinstated? Would all future pay raises (including in grade movement and reclassifications) have to be negotiated through the union? Will this remove the incentive to be a star employee if everyone gets a yearly, negotiated raise regardless?**

ASEA Response:

UA Staff will decide what negotiating proposals they wish to make with respect to wages. How the university provides or does not provide step increases will no longer be a unilateral decision of management.

Having a union at work means that we will get the opportunity to negotiate over our pay raises and have a voice in our future raises. Generally, contracts have a 3 year term where annual raises will be negotiated into the contract.

Many universities who are represented by a union still have “merit increases” which are given based on annual performance evaluations. In such cases, the union will usually negotiate over a fair system to evaluate performance and prevent favoritism in granting merit increases.

SW HR Response:

Some of these topics have been addressed in the response to #4, above.

It is unknown whether ASEA would propose (or the university would agree) to reinstate a system of annual steps for employees. Such a method of distributing pay increases would be subject to negotiation. Additionally, even if annual steps were contained in a CBA negotiated between the parties, it would not mean that an employee’s overall pay increase for an annual period would be higher. An allocation for salary adjustments in which part of the amount is used for an increase to the grid and part of the amount is used for steps for eligible employees is just a different way of distributing increases than having one grid adjustment that distributes increases across the board. Having annual steps does not mean the amount of the total increase is greater, and thus is not necessarily more advantageous to employees.

In a union setting, an individual employee would not be able to negotiate salary issues with their supervisor. The union, as the unit’s exclusive representative, has authority to agree with the university’s requests to grant individual employees adjustments for merit, for retention offers or for extraordinary performance. But the union may choose to disagree with such requests. The university could not give increases to represented employees unless they are bargained for under the CBA, including any provisions to reward exceptional employees. Currently, the university decides compensation questions directly with individual employees.

The unionized setting would fundamentally change the relationship between employees and their supervisors. The university’s experience has been that unions will try to achieve increases that can be distributed across the board to all employees, and may not be willing to bargain or agree to incentives or rewards for exceptional employees.

- 6. I’ve heard that in a union environment, seniority plays a big part in promotions and layoffs. Is this true, or will departments still have the ability to pick the most qualified person for the job in both scenarios?**

ASEA Response:

We will have the opportunity to negotiate over things like seniority, promotions, layoffs and other terms and conditions of employment. There is always a balancing act between management’s right to promote who they deem to be most qualified and the employees desire to create a fair promotional process and reduce favoritism. The University and the UA Staff negotiating team will need to reach an agreement that protects both interests.

SW HR Response:

CBAs frequently contain provisions that require an employer to make decisions based on seniority. When layoffs are necessary for budgetary reasons, typical language in a CBA might say that the least senior employee would be the first one laid off. No other criteria could be used by the employer if the decision is to be based strictly on seniority.

CBA provisions might also require the bumping of employees in other job assignments in order to place more senior employees subject to layoff.



Excerpts of layoff provisions are provided below, from the CBAs between the University and Local 6070, as well as from the CBA between the State of Alaska and the General Government Unit represented by ASEA.

CBA between UA and Local 6070: “Layoffs will occur in the following order: 1. Temporary employees in that pool, 2. Probationary Bargaining Unit Members in that pool, 3. Bargaining Unit Members in that position and pool determined by seniority. The least senior Bargaining Unit Member in the seniority pool shall be the first laid off.”

CBA between the State of Alaska and GGU: “No permanent or probationary employee in the bargaining unit shall be laid off while there are emergency, nonpermanent or provisional personnel serving in the same agency and location in the same job class or other job classes performing work to which the permanent or probationary employee could reasonably be assigned consistent with the needs of the agency” (12.01 B). “Layoff seniority shall be computed based upon the employee’s length of probationary/permanent time in the classified service” (12.03 B).

For non-represented employees of the university, the layoff provisions in University Regulations apply. These may be read in full by reviewing University Regulation 04.07.110, at <http://www.alaska.edu/bor/policy-regulations/>.

UA Regulation governing layoffs: “The selection of the individual employees to be laid off will take into consideration the following factors in comparison to other affected employees in the unit: a. employee length of service; b. employee ability to do the work remaining in the unit affected by the layoff; c. employee status as temporary, probationary or regular, with preference being given to the regular over the others, and preference being given to probationary over temporary; d. employee past performance; e. source and specific nature of funding; and f. affirmative action goals and objectives. The final determination of the order for layoff will be made jointly by the administrative unit or department head and the appropriate human resources officer, subject to review by the chancellor or president of the university, as appropriate.”

This regulation provides the ability for the University to take quality of performance into account, as well as other specific criteria, in making layoff decisions. The decision is not required to be determined solely on seniority.

7. How do I find out how much I would personally pay in dues?

ASEA Response:

ASEA has a progressive dues structure with each employee paying a percentage of their salary towards contract negotiation and enforcement costs. You can use the dues calculator at: <http://aseaforua.org/>, to find the exact calculation of what your dues would be.

SW HR Response:

Unions determine the amount to charge for membership dues and agency fees. ASEA has asked that University staff interested in this information be referred to the ASEA website to use a dues calculator located there.

Additional information on the subject of dues may be found at the following University website: www.alaska.edu/labor.

8. If the union organization efforts are successful and I don’t want to be affiliated with a union, do I have a choice? If I do have a choice and choose not to be a member, will I still have to pay dues? If it is possible to choose not to be a member, what benefits would members get compared with non-members?

ASEA Response:

Under the agency shop provision of a collective bargaining agreement, staff who do not want to join the union have the right not to join and instead pay a fee for the services provided.

SW HR Response:

If you are an employee in the proposed bargaining unit and the union wins the election, you will become a represented employee. Opting out of actual union membership is possible, but you would still be responsible for paying agency fees to ASEA. ASEA establishes the amount of its membership dues and agency fees. Agency fees are usually slightly less than dues. You may want to inquire of ASEA what agency fees would cost per employee. The university does not have that information. Agency fee status does not entitle a member to vote for union officers or on issues such as ratification of the collective bargaining agreement.



9. If I'm a supervisor, will I be included in the union? What if I'm designated as a lead rather than a supervisor? If I'm not sure if I'll be included, how do I find out for sure?

ASEA Response:

No. If you are a supervisor you will not be included in the ASEA University Bargaining Unit. Alaska State Law on the subject precludes supervisors from being in the same unit as employees they supervise.

Under the Alaska Public Employees Relations Act AAC 97.990(a)(5) states that a

“supervisory employee means an individual, regardless of job description or title, who has authority to act or to effectively recommend action in the interest of the public employer in any one of the following supervisory functions, if the exercise of that authority is not merely routine but requires the exercise of independent judgment:

- A) employing, including hiring, transferring, laying off, or recalling;
- B) discipline, including suspending, discharging, demoting, or issuing written warnings; or
- C) grievance adjudication, including responding to first level grievance under a collective bargaining agreement.”

Under law, the University has the right to assign supervisory duties to an employee. The University has created a preliminary list of supervisors for the union election. We will know the University's official position when it gives the final list of employees to the Alaska Labor Relations Agency. Individuals who have been classified as a supervisor by the University, but do not actually perform supervisory responsibility may contact ASEA for UA to file a challenge to the University's supervisory designation.

SW HR Response:

The university must use the definition provided in the Alaska Administrative Code (state regulations) to determine whether or not someone is considered a supervisor for purposes of bargaining unit inclusion. The regulation defines that an employee who has the independent authority to hire, terminate or respond to a first level grievance or recommend such action for another employee in the same unit is considered a supervisor. There are no supervisors in the proposed bargaining unit as supervisors are not permitted to be in the same bargaining unit as non-supervisors.

A lead is not a supervisor. Lead duties may at times seem similar to those of a supervisor, but a lead does not have the independent authority that a supervisor does to hire, terminate and respond to a first level grievance or recommend such action.

If you are not sure whether or not you are included in the proposed bargaining unit you can contact SW Human Resources at 907-450-8230.

10. From what I understand, if I'm a supervisor or a confidential employee (like an HR technician), I won't be able to vote for or against union organization. If union negotiations will determine changes to my salary and benefits, it seems appropriate that I should have a vote in that matter. Will staff that are not included in the union be in a separate employee class, or will salary and benefit decisions still be made for staff as a whole?

ASEA Response:

Contract negotiations will only affect employees who are covered by the collective bargaining agreement. If you are a confidential or supervisory employee, the decisions regarding your wages and benefits will continue to be made unilaterally by the University.

SW HR Response:

Union negotiations only determine changes to salary and benefits of the employees in the bargaining unit. If you are not in the proposed bargaining unit, you will not be affected by the election. Moreover, your salary adjustments will continue to be determined in the same way they have in the past. You will also remain covered by the health care plan provided by the university, no matter what is negotiated with other bargaining units.

If university employees in the proposed bargaining unit vote in favor of union representation (**which takes 50 percent plus one of the eligible employees who vote**), the employees in the new bargaining unit represented by ASEA will be separate from all non-represented employees, including supervisors.

11. Would being unionized affect the way recruitment for staff is currently handled? Would all current staff that become part of the union need revised appointment letters?

ASEA Response:

Being unionized should not affect the way recruitment is currently handled and no employee should need a revised appointment letter to continue working.

SW HR Response:

Collective bargaining agreements normally have “management’s rights” provisions that reserve to the employer the ability to recruit, determine qualifications and select new hires. However, some CBAs have provisions that restrict management’s discretion in these matters, so a definite answer cannot be given at this time.

If UA staff vote in favor of union representation, new appointment letters will be created for positions in the bargaining unit. It is likely that revised appointment letters would be prepared for all current employees. Appointment letters for represented employees in the university’s current bargaining units inform individuals that they occupy a position within the specified bargaining unit, that there is a process for the deductions of union dues or agency fees and that payment of those amounts is a condition of employment. If an employee refuses to sign an authorization for the automatic deduction of the required amounts and does not otherwise pay those amounts, the union will ask that the employee be terminated at the end of a notice period.

12. Staff have a voice in the university through staff governance councils. For example, UAA’s Classified Council (<http://www.uaa.alaska.edu/governance/classified/index.cfm>) represents the hourly staff at all our campuses, and UAA’s APT Council (<http://www.uaa.alaska.edu/governance/apt/index.cfm>) represents all the salaried staff. If UA staff organize through ASEA, will staff governance still exist?

If staff governance will not exist anymore, will Board of Regents policy need to be changed to reflect this?

If it will still exist, how will it be different? For instance, will there be topics no longer open for discussion in staff governance groups? If so, which topics?

ASEA Response:

Like many other Universities across the country who have union representation, staff governance at UA can continue to exist. Most higher education institutions which are represented by AFSCME (the parent union of ASEA for UA) have continued staff governance councils after union representation.

Staff councils are advisory committees established by the university, unlike union representation which requires an independent employee representative. Everyone in our bargaining unit will be able to participate including grant funded employees and others that may be currently excluded from serving on staff governance. Staff will also be able to participate in the union without their supervisor’s approval, as is needed to be on staff governance. Once the staff choose union representation, the University would be prohibited from using staff councils as an alternative to bargaining. Therefore, staff councils would likely focus on providing advice to the University in areas related to the broader university mission as opposed to advice on wages and working conditions.

SW HR Response:

University Regulation 03.01 covers the topic of Staff Governance. Staff governance was designed to provide an opportunity for communication, input and involvement specifically to those employees who are “not represented by a collective bargaining agent....” (See UR03.01.E.2 at <http://www.alaska.edu/bor/policy-regulations/>)

If UA staff vote in favor of union representation, by law ASEA would be the exclusive bargaining representative, or collective bargaining agent, for the unit. The staff within the unit would no longer be eligible to participate in staff governance, according to current University Regulation. It is possible that staff governance could continue to exist for unionized staff if changes were made to the University Regulation. However, the topics addressed in staff governance meetings could not include wages, benefits and other terms and conditions of employment that are subject to collective bargaining between the university and ASEA.