BEFORE THE ALASKA LABOR RELATIONS AGENCY
STATE OF ALASKA
1016 WEST 6TH AVENUE, STE. 403
ANCHORAGE, ALASKA

ASEA/AFSCME LOCAL 52, )
) COMPLAINANT,
) )
) Vs.
) )
UNIVERSITY OF ALASKA, ) )
) )
RESPONDENT. ) Case No. 11-1600-ULP

COMPLAINANT'S MOTION TO AMEND PETITION
FOR CEASE AND DESIST ORDER AND
MEMORANDUM IN SUPPORT

COMES NOW COMPLAINANT, ASEA/AFSCME LOCAL 52, appearing herein through the undersigned and moves to amend the petition for the reason that new and additional grounds supporting violations of Employees bargaining rights have occurred and been discovered since the initial filing. These additional issues include:

1. Defamation of the Union and Union Organizers by email from Donald Smith, Executive Director of Human Relations of Respondent to all University employees. ULP Exhibit 15.

2. Refusal by Respondent to provide a useable list of employees in excel sheet format despite repeated requests and payment of more than $500. ULP Exhibits 16, 17 & 18.

3. Creation of sham employee representative groups controlled by the Respondent allegedly established to "represent employees in matters pertaining to wages, hours of work and conditions of employment." ULP Exhibit 19.

Complainant ASEA has filed its amended ULP Petition adding the foregoing issues in paragraphs 21 thru 33. Complainant ASEA's AMENDED STATEMENT OF FACTS is submitted in support of this motion.

FOIA Violation. An issue of immediate concern is Respondent University's knowing and intentional refusal to provide a list of employees in Excel format. In January, Respondent provided by e-mail in Excel format a list of its unrepresented employees. On July
29th, ASEA requested an updated list and asked that it be emailed as well. Exhibit 15. Complainant paid $527 for preparation of such electronic information in Excel format. Exhibit 16. Instead, Respondent UA printed off the list, copied it and sent the hard copy (an accompanying CD contained a scanned copy of the same list). Exhibit 17. Neither was usable. In fact, the copy was so truncated the names are difficult to read. Such information is clearly required under AS 40.25.110-200. Specifically, § 115 requires a public agency to make information available in usable electronic formats to the greatest extent possible.

This failure by Respondent not only violates the FOIA, but interferes with the ability of University employees to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. This continues tis Respondent’s violation of AS 23.40.080. ALRA is requested to order an end to this blocking behavior by directing the Respondent to provide the requested information without delay and in a useable Excel format as anticipated by AS 40.20.110-200.

**Defamation.** Another and continuing issue of immediate concern is defamation. Respondent UA’s latest HR director Mr. Smith began his reign by defaming Complainant. Respondent’s Smith claims “someone” told him ASEA had a falsified signature card so Mr. Smith decided that he would take matters into his own hands, without verifying his sources, and pass this unfounded claim to all the UA staff. Exhibit 18. Despite repeated demands that the name of the provocateur be provided to the Union so the claim could be checked against our own records, Mr. Smith claimed privilege. That of course makes him the culprit as well as the agent of the Respondent. His negligence in verifying the truth of the allegation is also the negligence of his employer the Respondent University. Such defamation interferes with the rights of the organizing committees on campuses as well as individuals to engage in concerted activities free from the employer’s intervention. AS 23.40.110(a) and (b) and AS 23.40.080.

**The Company Union.** The Respondent has established and controls a group it calls the Staff Alliance. Ostensibly, the Alliance is set up to address issues of hours, wages and working conditions. The group is organized by Respondent, paid for by Respondent, and fed the information Respondent believes the group needs to make decisions on behalf of the
unrepresented employees regarding health care benefits, pay increases, Holiday pay, hours of work, and the like. Exhibit 20. This is nothing more than a sham set up to interfere with the true independent Union organization offered by Complainant. Since Employers are prohibited from dominating or interfering with the formation, existence, or administration of an organization – such as ASEA or the group set up by UA as a sort of proxy, i.e., the Staff Alliance or any organization of employees who might attempt to exercise their PERA rights – this activity clearly violates AS 23.40.110(b). This is yet another in a string of unfair labor practices engaged in by Respondent UA to prevent the free exercise of employee rights under PERA. Exhibits 19 & 20. UA employees are denied their right of free choice without the interference of their employers

Complainant has previously filed all affidavits and exhibits 1-14 and requests that these be incorporated into the amended pleading. COMPLAINANT files Exhibits 15 – 20 which previously have not been submitted.

Complainant expressly requests ALRA to exercise its authority under AS 23.40.140 and issue a cease and desist order.

Complainant also requests a hearing on the pending petition as amended and supplemented.

DATED this 9th day of November, 20/11 at Anchorage, Alaska.

[Signature]

Michael Robbins
Business Agent

Certificate of Service

I certify that on 11/19, 20/11, a copy of this document, with affidavits, exhibits, and attachments, if any, was hand-delivered/mailed/faxed to:

Patrick K. Gamble, President
University of Alaska
202 Butrovich Bldg.
Fairbanks, AK 99775

[Signature]

By:

John Burns, Attorney General
State of Alaska
Department of Law
P. O. Box 110300
Juneau, AK 99811-0300
AMENDED
CHARGE AGAINST EMPLOYER

SEE ATTACHED INSTRUCTIONS and FILING REQUIREMENTS

<table>
<thead>
<tr>
<th>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT (Respondent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Name of Employer</td>
</tr>
<tr>
<td>University of Alaska</td>
</tr>
<tr>
<td>b. Employer Representative to contact</td>
</tr>
<tr>
<td>Patrick K. Gamble, President</td>
</tr>
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<td>c. Address (street, city, state, and ZIP code)</td>
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<tr>
<td>202 Butrovich Bldg.</td>
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<tr>
<td>Fairbanks, AK 99775</td>
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<tr>
<td>d. Telephone Number</td>
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<tr>
<td>(907) 450-8000</td>
</tr>
<tr>
<td>Facsimile Number</td>
</tr>
<tr>
<td>(907) 450-8012</td>
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<tr>
<td>E-mail</td>
</tr>
<tr>
<td><a href="mailto:ua.president@alaska.edu">ua.president@alaska.edu</a></td>
</tr>
</tbody>
</table>

2a. Full name of party filing charge (if labor organization, give full name, including local name and number)
ASEA/AFSCME Local 52, AFL-CIO

2b. Address (street, city, state, and ZIP code)
1577 C Street, Ste. 201
Anchorage, AK 99501

2c. Telephone Number (907) 277-5200
Facsimile Number (907) 277-5206
E-mail
aseahq@afscmeocal52.org

2d. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) American Federation of State, County & Municipal Employees, AFL-CIO

3. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of AS 23.40.110(PERA) or AS 42.40.760 (Railroad). The employer has committed the practice described in

☒ 23.40.110(a)(1) - or 42.40.760(a)(1) Interference, coercion, restraining exercise of rights guaranteed in AS 23.40.080 or AS 42.40.720 *

☒ 23.40.110(a)(2) - or 42.40.760(a)(2) Domination or interference with formation, existence or administration of union.

☐ 23.40.110(a)(3) - or 42.40.760(a)(3) Discrimination in hire or tenure or employee or terms of employment to discourage or encourage union membership.

☐ 23.40.110(a)(4) - or 42.40.760(a)(4) Discharge or discrimination against employee for participating in proceedings under P.E.R.A.

☐ 23.40.110(a)(5) - or 42.40.760(a)(5) Refusal to bargain in good faith.
4. Collective Bargaining Agreement

Indicate one:

- There has never been a collective bargaining agreement covering the parties involved.
- A copy of the current (or most recent) applicable collective bargaining agreement is attached.

5. Status of Grievance Proceedings (check all that apply)

a. A grievance has been filed and a copy is attached of each grievance step filing and all employer responses.

b. A copy of the grievance filed at each step and the employer's response(s) is being furnished for investigative purposes only. (Service on employer not required.)

c. Arbitration is scheduled for ____________.

d. An arbitration award has been issued and is attached, or will be provided when received.

e. A grievance was not filed because: Petitioner is in the process of organizing and no CBA exists at the present time.

6. Statement of Facts

Clear and concise statements of the facts claimed by the party filing this charge to constitute the unfair labor practice(s) (including times, dates, places, occurrences, and participants in occurrences) are set forth in numbered paragraphs on separate sheets of paper attached to each copy of this charge. SEE ATTACHED AMENDED STATEMENT OF FACTS

7. Remedy Requested

The remedies requested for the claimed unfair labor practices are set forth on separate sheets of paper attached to each copy of this charge. SEE ATTACHED AMENDED REMEDY

8. DECLARATION

I, Jim Duncan, say on oath or affirm that I have read the foregoing document and believe that all statements made in the document are true.

By [Signature of representative or person making charge]

SUBSCRIBED AND SWORN TO before me at Anchorage, Alaska, this 9th day of November, 2011.

STATE OF ALASKA
NOTARY PUBLIC
Suzan L. Hartlieb
My Commission Expires: 08/05/15

I certify that on [date] I mailed or hand delivered (circle one) a true and correct copy of this charge, to (include employer representative and, if the state is the employer, include the Attorney General and the Commissioner of Administration) Enter the name and address of person(s) served in the space provided below:

Signature

ALRA\P&P\ULP\ULP03NEWWITHINSTRUCTIONS.DOC
AMENDED STATEMENT OF FACTS

1. ASEA/AFSCME Local 52, AFL-CIO, Complainant ("ASEA"), is a labor organization organized under state law and represents public employees. It is affiliated as Local 52 with the American Federation of State, County & Municipal Employees, AFL-CIO. Jim Duncan is ASEA's Business Manager.

2. Pursuant to lawful notice of intent to organize dated September 20, 2010, (Ex. 1) ASEA began a second round of organizing the non-supervisory unit of employees of the University of Alaska.

3. Respondent, University of Alaska ("UA"), is a public entity of the State organized in accordance with state law. As such UA administers campuses and employees located in communities throughout the State.

4. Both Complainant and Respondent are governed in the organizing effort by the Public Employment Relations Act, AS 23.40.070-260 ("PERA"). More specifically, UA is a "public employer" pursuant to AS 23.40.250(7); ASEA is a labor or employee organization existing for the primary purpose of dealing with employers such as UA concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of employment pursuant to AS 23.40.250(5).

5. Public Employees of UA have the right to self-organize and form, join, or assist an organization to bargain collectively, and engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Legislature guaranteed these rights under PERA, AS 23.40.080.
6. Section 110 (Unfair labor practices) of PERA prohibits Respondent UA or its agents from engaging in activities that interfere with, restrain, or coerce an employee in the exercise of the employee’s rights guaranteed in AS 23.40.080.

7. ASEA has requested UA to provide the email addresses of the employees who were identified by UA as being part of the nonsupervisory bargaining unit that are under the direction and control of Respondent UA. Respondent denied providing this list in a usable format. (Ex. 2)

8. Respondent UA has interposed its HR office as a screening agent for employees who have questions about ASEA.

9. Respondent UA publishes questions and answers without notifying Complainant of the questions, identifying the person posing the question, or allowing ASEA an equal opportunity to respond to the questions.

10. Respondent UA allows the anonymous questions to be posed so as to negatively affect union organizing efforts.

11. For instance, one question-and-answer “FAQ” effectively isolates individuals wearing a Union button to work from “his” co-workers. (Ex. 3)

12. Respondent publishes other question-and-answer scenarios designed to discourage union participation. These are attached as Exhibit 4 and set up on a webpage that the union is not permitted to access or to respond. The Respondent continues to send email to its employees with the website address while refusing to provide the union with these email addresses that are uniquely under the control of Respondent.

13. The Respondent has also threatened disciplinary action against employees who talk about union organizing in the workplace by directing co-workers to report them to supervisors. (Ex. 5)

14. On April 11, 2011, Respondent sent the attached email to all prospective employees who would be part of the non-supervisory unit subject to ASEA’s organizing effort. (Ex. 6) On April 13, 2011, Complainant ASEA requested an electronic list of all employees who received the email so that ASEA could correct the interference intended by the email. (Ex. 7) Complainant has received no response to date.

15. The April 11th email characterizes unnamed people as being “upset” with ASEA organizers and pronounces its version of “the law” inferring the ASEA organizing was a disruption of the workplace. In the same paragraph, Respondent pronounces that the organizers are NOT PERMITTED in work areas. In the same paragraph discussing “the law” the Respondent emailed its employees that “Unions are required to notify the university 24 hours before being on campus.” This blatantly discriminates against ASEA by singling it out from all other members of the public who go on campus. It also
intimidated employees who now believe that when a union organizer is talking to them, the employer must know and be watching since the movements of the organizers must be reported to Respondent whenever and wherever they move.

16. The Respondent then tells its employees that it is maintaining a “no contact” list as though it is a service. This intimidates and discourages employees from signing cards as they might be on the employer’s “other” list. The Respondent then sets itself up as the agent for employees in the organizing effort, a role that interferes with the employees’ statutory right to self-organize, or engage in concerted activities free from the influence of Respondent. (Ex. 6)

17. Respondent then tells the employees that ASEA is failing to comply with the law. While ALRA or the court system may have the right to determine who is failing to comply with the law, for Respondent to set itself up as the judicial tribunal on labor law is a method of coercion and interference.

18. Respondent defames ASEA by associating it with criminal activities of two people who are not employees of ASEA. One ceased her employment in November, 2010; the other was an Assistant Attorney General. The Respondent sets itself up as the employees’ protector from the criminal actions that it attributes to ASEA by association. Again the Respondent fails to list names of any employee who “expressed concern” but engages in the gossip and defamation nonetheless. This interferes with the rights of these employees to organize free of this type of interference by the Respondent, including the right to bargain collectively with a representative of their own choosing.

19. The Respondent then lists its exclusive webpage which is uniquely controlled by the Respondent and inaccessible to ASEA. At the same time the Respondent continues its email blitz of its captive employee audience but refuses to allow ASEA to have equal access so that the employees can hear the rest of the story and the record can be corrected.

20. The actions of the Respondent collectively and separately violate AS 23.40.110(1) and are unfair labor practices that interfere with, restrain, or coerce these employees in exercising their rights guaranteed in PERA including the right to choose their bargaining representative for collective bargaining purposes.

21. On July 29, 2011, Complainant ASEA submitted an FOIA request pursuant to AS 40.25-110-200 seeking unprivileged information regarding non-union represented University Employees (excluding directors and deans) as of July 29, 2011. Among other lawfully authorized information, ASEA requested work addresses, work email and work telephone numbers be provided via e-mail as well as recorded on a disk (understandably in excel format). Exhibit 15.

22. The respondent demanded payment in advance of $527.01. Exhibit 16. This was paid on or about August 16, 2011.
23. The Respondent provided no useable electronic copy of this information despite being paid. The list was virtually unusable, containing no addresses, phone numbers or email addresses and was not in an electronic format. The information obviously was copied from a printed off excel version and was truncated. Exhibit 17. This is a violation of AS 40.25.115 which provides that upon request and payment of a fee the requested information shall be provided in electronic format. This greatly interfered with ASEA’s ability to communicate and assist and respond to the unorganized employees in their efforts to meaningfully exercise their rights under PERA, AS 23.40.080.

24. On September 12, 2011, Donald Smith, Executive Director of Labor and Employee Relations for the Respondent, sent an email to all university employees. In this email, Mr. Smith purported to share “recent developments” in the organizing campaign that ASEA/AFSCME, Local 52 (the “Union”) is currently conducting at the University. Discussing these developments, Mr. Smith stated that “the University has received reports of falsified union interest cards.” He further stated that information regarding the “falsified” interest cards “has been provided to appropriate law enforcement,” and that employees should contact Labor and Employee Relations staff if they discover a falsified interest card. Exhibit 18.

25. Respondent’s email conveyed to employees that the University had recently received multiple reports of falsified interest cards, and that law enforcement agencies were currently reviewing or and investigating those reports. These implications are clear from Respondent’s stated purpose of sharing “recent developments,” its reference to reports (plural), and the omission of any information that would inform the recipients that it was discussing a single allegation made during the prior organizing efforts, the investigation of which had already concluded.

26. The implication of Respondent’s email is that Union organizers are lawbreakers, and that employees should not associate with them. The reference to an ongoing investigation by law enforcement further suggests that any employee who becomes involved with the organizing effort could be swept up in criminal wrongdoing. Finally, these statements indicated that the employees’ union activities would be futile, because any election could be set aside based on the falsification of interest cards. Respondent’s email clearly was thus a clear attempt intended to prevent current employees from engaging with union representatives and supporters for the protected purpose of discussing and securing union representation.

27. Demand was made that Respondent disclose the name of the Kodiak UA employee who Respondent claimed called Mr. Smith to tell him that a “signature card” had been forged. Signature cards, when signed, are closely held documents that are not copied and handed
about the workplace but are maintained with strictest confidence. This is known by ALRA as well as Respondent. 8 AAC 97.060(d).

28. Respondent’s statements, taken alone or in conjunction with other conduct that is the subject of the charges pending with ALRA, constitute an unfair labor practice. Clearly, public employees “may self-organize and form, join, or assist an organization to bargain collectively through representatives of their own choosing.” AS 23.40.080. In turn, it is a ULP to “interfere with, restrain, or coerce an employee in the exercise of the employee’s rights guaranteed by AS 23.40.080.” AS 23.40.110. An email from the Executive Director of Labor and Employee Relations that is sent directly to all employees, and which falsely claims that a union is engaging in illegal activity in its organizing campaign, clearly falls within the conduct prohibited by the statute.

29. Respondent UA has and is engaged in the unfair labor practice of interfering with, restraining or coercing its unrepresented employees in the exercise of their right to self-organize and bargaining collectively for wages, hours, and other terms and conditions of employment, which practice violates AS 23.40.080 and is prohibited AS 23.40.110(a)(1).

30. Respondent UA has established an organization, the UA Staff Alliance, controlled and dominated by it, whose establishment, agenda and meetings are attended by and controlled by UA management. Exhibit 19.

31. Respondent UA appointed the representatives who compose the UA Staff Alliance. On information and belief the Staff Alliance is composed of a management sponsored entities including the Classified Council (consisting of unrepresented employees), the APT Council (consisting of Administrative, Professional and Technical staff) who would likely be supervisory level employees, exempt from FLSA and therefore possessing significantly inapposite employment goals from classified employees, and various HR representatives whose interests obviously are that of management.

32. Complainant ASEA believes, on information and belief, that Respondent’s UA Staff Alliance is created to represent the unrepresented employees of respondent on matters of wages, hours, and conditions of employment, among other topics. The Staff Alliance Handbook (Exhibit 20 - Excerpt, pp. 1, 24-25) states:

Staff Alliance

It is the responsibility of the Staff Alliance to represent the Classified and APT (Administrative Professional and Technical) employees who are not represented by a collective bargaining agent in areas that may include but are not limited to: staff affairs, excluding those relating exclusively to faculty; personnel policies
and regulations; compensation and benefits; and other issues affecting the work environment and/or the general welfare of the university staff.

33. By dominating or interfering with the formation, existence, or administration of such an employee organization, Respondent is in violation of AS 23.40.110(a)(2).

**AMENDED STATEMENT OF REMEDY**

1. The ALRA is requested to issue an order directing the Respondent to cease and desist from in any manner interfering with, restraining, or coercing its unrepresented employees in the exercise of their rights to self-organize, to form, join or assist Complainant ASEA, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining and other mutual aid or protection without management representatives being present and privy to such activities;

2. The ALRA is requested to issue an order directing the Respondent to cease and desist discouraging or interfering with its employees in having contact with Complainant by taking the following affirmative steps:

   a. Respondent shall make no further references to Complainant in reports, emails, correspondence or other publication;

   b. Respondent shall provide to Complainant in usable electronic format all work addresses, work email and work telephone numbers regarding non-union represented University employees (excluding directors and deans) as of November 1, 2011. Said information must be provided via email as well as recorded on a disk in Excel format no later than five days following a directive from ALRA. Respondent shall supplement said information in identical format quarterly thereafter (i.e., 2/1, 5/1, 8/1, 11/1, etc.). Respondent shall provide this information without charge to Complainant.

3. That ALRA issue a cease and desist order directing Respondent:

   a. To refrain from discouraging membership in ASEA by directly or indirectly referring to illegal incidents alleged to have occurred involving one or more current or past employees of Complainant.

   b. To withdraw all recognition from the UA Staff Alliance or any similar group as representative of any of its unrepresented employees for the purpose of dealing with the respondent concerning wages, hours, and conditions of employment and to immediately disestablish the Classified Council as such representative.

   c. To post notices in conspicuous places throughout its campuses, including without limitation all bulletin boards wherever situated on all of respondent’s campuses.
stating (1) that said Classified Council is so disestablished, and that the respondent will refrain from any such recognition thereof; (2) that respondent will cease and desist in the manner stated above; and (3) that such notice will remain posted for a period of at least ninety (90) consecutive days.

d. That ALRA order the Respondent to make a written public retraction of its allegations objected to by Complainant and to post said retraction on all bulletin boards wherever situated on all campuses and worksites of said respondent.

4. The ALRA is requested to recognize as timely all signature cards obtained in the course of the current organizing effort until such time as the effort is discontinued by Complainant.

5. Such other and further relief as is deemed appropriate under the circumstances of this case.

6. The ALRA is requested to set this matter on for hearing at the earliest possible date.
July 29, 2011

Kate Ripley, Director of Public Affairs
University of Alaska
Butrovich Building, Suite 206
Fairbanks, AK 99775

Beth Behner, Chief Human Resources Officer
University of Alaska
Butrovich Building, Suite 212
Fairbanks, AK 99775

Dear Ms. Ripley and Ms. Behner:

Pursuant to Alaska Statutes, AS 40.25.110 – 40.25.200, also known as the Alaska Public Request Act (APRA) and the Freedom of Information Act (FOIA), ASEA/AFSCME Local 52 hereby requests the following information from the University of Alaska System (UAA, UAF, UAS and Statewide) regarding non-union represented University Employees (excluding directors and deans) as of July 29, 2011:

- Name (Last, First, Middle)
- Classification
- Bargaining Unit Designation
- Pay Grade and Step
- Date of Hire
- Overtime Status (exempt/non-exempt)
- Fulltime, Part-time, Long-Term Temporary, Short-Term Temporary
- Department/Division
- Work Location (City, Campus)
- Work Address (Street, Building Name, Suite, Office Number)
- Work E-Mail
- Work Telephone

ASEA/AFSCME Local 52 requests that the information be provided in electronic format via e-mail as well as recorded on a disk.

Jim Duncan
Business Manager
ASEA/AFSCME Local 52
August 22, 2011

Jim Duncan, Business Manager
ASEA/AFSCME Local 52
1577 C Street, Suite 201
Anchorage, Alaska 99501

RE: Alaska Public Request Act and Freedom of Information Act (FOIA)
Request dated July 29, 2011

Dear Mr. Duncan:

Per your request of July 29, 2011, my office has compiled a list of all University employees as of July 29, 2011 which includes the following information:

a) Name (Last, Middle, First)
b) Classification, Overtime Status (Exempt/Non-Exempt), Long-Term Temporary, Short-Term Temporary
c) Pay Grade
d) Pay Step
e) Date of Hire (DOH)
f) Department/Division
g) Email Address

University of Alaska Board of Regents Policy Chapter 06.02, defines that the University will provide copies of public records that are readily available upon written request and payment of applicable fees. The University used proprietary software to obtain and pull the information in response to your request. It took 13.5 staff hours to develop and extract the information. Such fees must be paid before the records will be disclosed.

Staff Time: 13.5 Hrs = $527.01

Further, developing a list that would include additional information you requested (ex: work address (Street, Building Name, Suite, Office Number), and Work Telephone), would be technically difficult, time consuming and expensive to create. However, I believe much of the information is available publicly through our website at: https://edir.alaska.edu/

Sincerely,

Donald F. Smith
Executive Director of Labor and Employee Relations

ASEA v. UA, Case No. 11-1600-ULP
EXHIBIT 16
Page 1 of 1
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Start Date</th>
<th>Rate</th>
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Dear University Employee,

Please let me introduce myself. My name is Donald Smith and I am the Executive Director of Labor and Employee Relations for the University of Alaska. I would like to share with you recent developments with regard to union organizing at the University.

The University has received a public records request from ASEA/AFSCME, Local 52, for a list of work and email addresses for all non-represented University employees. The law requires the University to comply with that request. Nonetheless, the University cannot predict, or control, how ASEA/AFSCME, Local 52 will use that information.

Addressing a related subject, the University has received reports of falsified union interest cards. That information has been provided to appropriate law enforcement. Employees have the right to ask union organizers for a copy of their expired interest card to verify the signature on that card is authentic. If you discover a falsified interest card please contact the Labor and Employee Relations staff using sylvrelations@email.alaska.edu or (907) 450-8230.

You are encouraged to call or email me with any questions or concerns you may have about union organizing. My direct telephone number is (907) 786-1389 and my email address is Donald.smith@alaska.edu

Thank you,

Donald Smith, Executive Director
Labor and Employee Relations
UA to vote on pay raises for non-unionized staff
by Jeff Richardson / jrichardson@newsminer.com
10.31.11 - 11:34 pm
FAIRBANKS — The University of Alaska Board of Regents on Wednesday will consider a 3.5 percent raise for non-unionized staff at the system's campuses.

Regents, who are meeting in Fairbanks, will vote on the raise as part of their approval of the fiscal 2013 budget process. The proposed raise, which is recommended by UA President Pat Gamble, would go to about 3,000 employees throughout the UA system.

Gamble, in a memo announcing his recommendation, said "a fair and market based annual increase is appropriate and necessary to attract and retain qualified and dedicated staff employees." The next fiscal year begins July 1.

Juella Sparks, chairwoman for the UA Staff Alliance, said the salary increase won't actually translate into more compensation for many employees. UA hiked the employee deductibles in its health plan in July, and workers also will pay a slightly larger share of health plan costs in the future.

Sparks said she'll actually take a small pay cut once the deductibles are factored in, even if regents do approve the 3.5 percent increase. But she said the Staff Alliance believed a larger raise wasn't likely, considering the tough economic climate.

"We proposed a 3.5 percent (increase) recognizing the fiscal challenges the university faces," she said.

The proposed staff salary increase follows new contracts approved with two UA faculty unions in June. The University of Alaska Federation of Teachers and United Academics, which represents more than 1,300 employees

combined, each agreed to three-year deals with 2.5 percent annual raises through 2013.

UA also signed agreements with its maintenance workers, adjunct faculty members and Fairbanks firefighters earlier in the year.

The proposed staff raise is part of a $924 million UA operating budget that regents will consider Wednesday, a 3.7 percent increase from the current fiscal year. The increases are attributable to salary increases, a 7 percent hike in utility costs, facility maintenance and repair, and operating costs for several new facilities.

Regents also will vote on a request for $202 million in state funds for the university's capital budget. Of that, $137.5 million would go toward deferred maintenance, with $50 million set aside for annual building renewal.

If approved by regents, the funding requests will be passed on to Gov. Sean

ASEA v. UA, Case No. 11-1600-ULP
EXHIBIT 19

http://newsminer.com/printer_friendly/16241908

11/8/2011
Parnell and the Legislature for consideration.

The meeting will be held at Room 109 at the Butrovich Building at the UAF campus. A full agenda is available at www.alaska.edu/bot/agendas.

Contact staff writer Jeff Richardson at 459-7518.

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Handbook

2011-2012
UNIVERSITY REGULATIONS
PART III – FACULTY, STAFF AND STUDENT GOVERNANCE
Chapter 03.01 - Faculty, Staff and Student Governance

A. Intent

It is the intent of the Board of Regents 1) that the faculty, staff and students shall share in the governance of the university, 2) that shared governance is an integral part of the business of the university and 3) that participants in shared governance are empowered by the Board of Regents to carry out their governance responsibilities to the best of their abilities without fear of reprisal.

B. Governance

1. Systemwide

The University hereby establishes a mechanism for faculty, staff and students to participate in system governance through the following organizations:

Faculty Alliance
Staff Alliance
Coalition of Student Leaders
System Governance Council

Additionally, alumni associations are established at the three academic units and participate ex-officio on the System Governance Council.

2. MAU-Specific

The University hereby recognizes that institution-specific governance groups are an integral part of and are established at the University of Alaska Anchorage (UAA), the University of Alaska Fairbanks (UAF), the University of Alaska Southeast (UAS), and the University of Alaska Statewide (SW).

C. Authority

1. Systemwide

The Faculty Alliance, Staff Alliance, Coalition of Student Leaders and System Governance Council receive their authority and shall carry out their functions subject to the authority of the Board of Regents and the President of the University.
2. **MAU-Specific**

Faculty and staff governance groups at UAA, UAF, UAS and SW receive their authority from their cognizant chancellor, with the Vice President for University Relations serving as the cognizant chancellor for SW.

Student governments receive their authority from Regents' Policy Part IX, Chapter 7, and corresponding University Regulations.

Alumni associations receive their authority from Regents' Policy 02.08.010.

D. **Purpose**

The purposes of the system governance groups within the University of Alaska are set forth and maintained in Regents' Policy 03.01.010.

E. **Organizational Responsibilities**

Governance groups shall carry out their functions subject to their respective charters, constitutions, and bylaws.

Responsibilities of the local governance groups are reflected in their respective charters, constitutions and bylaws. Responsibilities of the system governance groups are listed below.

1. **Faculty Alliance**

It is the responsibility of the Faculty Alliance to represent the faculty in areas that may include but are not limited to: coordination on matters relating to academic affairs such as academic program review; the addition, deletion or merging of academic programs; curriculum; subject matter and methods of instruction; degree requirements; grading policy; course coordination and transfer; student probation and suspension; standards of admission and scholastic standards; and other matters affecting the faculty, and/or the general welfare of the university and its educational purposes and effectiveness.

2. **Staff Alliance**

It is the responsibility of the Staff Alliance to represent the Classified and APT (Administrative Professional and Technical) employees who are not represented by a collective bargaining agent in areas that may include but are not limited to: staff affairs, excluding those relating exclusively to faculty; personnel policies and regulations; compensation and benefits; and other issues affecting the work environment and/or the general welfare of the university staff.