THE STATE OF ALASKA
BEFORE THE ALASKA LABOR RELATIONS AGENCY

UNIVERSITY OF ALASKA,

Petitioner,

v.

UNIVERSITY OF ALASKA FEDERATION
OF TEACHERS, LOCAL 2404, APEA/AFT
(UAFT); and UNITED ACADEMICS-
AAUP/AFT, AFL-CIO,

Respondents.

Case No. 08-1537-UC
SUPPLEMENTAL PRE-HEARING
STATEMENT BY UNITED
ACADEMICS-AAUP/AFT, AFL-
CIO ("UNAC")

On March 4, 2010, the Alaska Labor Relations Agency issued an order directing the parties to submit supplemental Pre-Hearing Statements concerning the above Unit Clarification petition. Notice of Prehearing Conference (March 4, 2010). This is the written submission of United Academics-AAUP/AFT, AFL-CIO ("UNAC" or "United Academics").

I. INTRODUCTION

This unit clarification dispute centers upon the unit definition of two bargaining units both composed of faculty members, librarians, and counselors employed by the University of Alaska ("University").

Until 1996, the University of Alaska Federation of Teachers ("UAFT") (previously "ACCFT"), was the sole bargaining unit. ACCFT was certified in 1974 as the bargaining representative of a unit of instructional staff at the fourteen community colleges. In 1987 the community college and four-year university faculty reorganized into one combined University
of Alaska system covering an area one-third the size of the United States. Today, UAFT members continue to serve the community college mission of teaching exclusively lower-division and technical/vocational courses and conducting service activities within the University of Alaska system.

In 1996, the ALRA established the bargaining unit represented by UNAC. United Academics, AAUP/AFT, AFL-CIO, et al. v. University of Alaska, Dec. No. 202 (April 29, 1996) ("Decision 202"). The ALRA affirmed the creation of UNAC as the mirror image of the UAFT bargaining unit. Id. at 2. Prior to the establishment of UNAC, its members were unrepresented. By design, each bargaining unit excluded the members of the other. Today, United Academics unit members teach a mix of lower and upper division and graduate level courses in support of the larger four-year university mission of teaching, research and creative activity, and service. That mission is to provide baccalaureate and masters degree programs, graduate degree programs, and continuing education in support of professional programs.

II. STATEMENT OF FACTS

A. Composition of United Academics and UAFT today

United Academics faculty members are active at all three campuses (Fairbanks, Anchorage, and Southeast) of the University of Alaska and related locations. Among UNAC’s 970 members, 184 faculty members are primarily researchers, 786 faculty members teach a mixture of upper (300 level and above) and lower division courses, and of these approximately 155 faculty members do not have research assignments.

UAFT represents approximately 356 faculty members. Today UAFT/ACCFT continues to represent the interests of those faculty members teaching in educational facilities not located

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1 Attached to Unit Clarification Petition as Exhibit B.
on the principal campuses (i.e. "extended sites") as well as those few former community
college faculty members teaching on the main campuses. There are three UAFT faculty groups
who currently teach on the main campuses: (1) vocational education instructors; (2) faculty
teaching exclusively lower division courses; and (3) approximately 16 faculty members who
have historically taught a mixture of upper and lower division courses.

On the main campuses today, the breakdown between United Academics and UAFT is
as follows:

<table>
<thead>
<tr>
<th>Campus</th>
<th>United Academics</th>
<th>UAFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>UAA main campus</td>
<td>352</td>
<td>140</td>
</tr>
<tr>
<td>UAF main campus</td>
<td>547</td>
<td>3</td>
</tr>
<tr>
<td>UAS main campus</td>
<td>71</td>
<td>14</td>
</tr>
</tbody>
</table>

The remaining 200 UAFT faculty members teach in the extended sites. Of the above United
Academics faculty, a handful report to the main campus programs but are physically based
outside of the main campus.

B. History of the Bargaining Units

The Alaska Labor Relations Agency ("ALRA") affirmed the creation of United
Academics in April 1996. See Dec. 202. Prior to the establishment of UNAC, its members
were unrepresented. The Alaska Community Colleges’ Federation of Teachers, Local 2404,
AFT, AFL-CIO ("ACCFT"), now University of Alaska Federation of Teachers ("UAFT"), was
the only bargaining unit at the University of Alaska. ACCFT was certified in 1974 as the
bargaining representative of a unit of instructional staff at the fourteen community colleges. In
1987 the community colleges were consolidated into three regional universities.

Between 1987 and 1991, ACCFT and the University were locked in conflict. This was
the result of the University’s decision to eliminate the community college system and “rehire”
the same faculty through its regional university system to complete the same work. The University refused to recognize ACCFT’s continuing contractual rights under its collective bargaining agreement. Through a series of decisions referred to as the Bornstein Arbitrations, ACCFT prevailed in large part. It secured University recognition and damages.

However, due to the adversarial relationship then established between ACCFT and the University, it proved too difficult to persuade the unrepresented faculty located at the main campuses to join ACCFT. Consequently, with the assistance of both AFT and AAUP, the unrepresented faculty formed a second mirror-image union. ACCFT supported the formation of United Academics and joined in its petition for certification to the ALRA.

In its 1996 decision, the ALRA created UNAC as the mirror image of ACCFT/UAFT. By design, each bargaining unit excluded the members of the other. Dec. 202. The ALRA recognized UNAC as representing all regular, nonadjunct faculty not represented by ACCFT/UAFT. Id. at 1. United Academics faculty specifically excluded ACCFT/UAFT members, whom the ALRA described as follows:

All employees who are recognized by the University of Alaska as represented by the Alaska Community Colleges’ Federation of Teachers, Local 2404, AFT, AFL-CIO who are on the faculty as follows: faculty, librarians and counselors of a community college established by the University of Alaska Board of Regents; faculty, academic counselors and librarians whose principal assignment is at an extended site of the University of Alaska (other than cooperative extension); faculty whose principal assignment is vocational-technical instruction; and faculty who are employed to teach exclusively at the lower division level with a single part service assignment.
Id. at 2. The unit definition contained in the collective bargaining agreement between the University and UNAC mirrors the language adopted by the ALRA.\(^2\) By contrast, the UAFT definition includes those University of Alaska faculty that the UNAC definition excludes.\(^3\)

As established by the two unit definitions and as recognized by the ALRA at the time United Academics was formed, the historic distinction between UNAC and UAFT is the community of interest of each unit. On the one hand, UAFT members serve the community college mission of teaching lower-division courses exclusively and conducting service activities at the former community colleges and extended sites within the University system. This mission is reflected in UAFT’s recognition clause, which is limited to:

1. faculty of community colleges (location dependent);
2. faculty whose principal assignment is at an extended site (location dependent);
3. faculty whose principal assignment is vocational-technical instruction (job content dependent); or
4. faculty who are employed to teach exclusively at the lower division level with a single part service assignment (job content dependent).

This final language limiting UAFT faculty to those teaching “exclusively at the lower division level” dates back to at least 1992, well before United Academics was formed.

On the other hand, United Academics unit members teach a mix of lower and upper division and graduate level courses in support of the larger four-year university mission of teaching, research and creative activity, and service. That mission is to provide baccalaureate and masters degree programs, graduate degree programs, and continuing education in support


\(^3\) Collective Bargaining Agreement Between University of Alaska and the University of Alaska Federation of Teachers, Art. 9.1 at 42 (July 1, 2007-June 30, 2010).

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of professional programs. By function of its mirror image recognition clauses, membership in UAFT is specific and limited while United Academics includes all regular faculty not falling within the UAFT unit definition.

III. NATURE OF THE DISPUTE AND POSITION OF UNITED ACADEMICS

A. Upper Division Teaching

Prior to the inception of the United Academics bargaining unit, the University occasionally assigned ACCFT/UAFT unit members to teach upper division courses (300 level and above) on the main campuses. Although UAFT’s recognition clause limits its representation of main campus faculty members to those “employed to teach exclusively at the lower division level,” ACCFT/UAFT and the University agreed to a waiver provision within its CBA, to accommodate the practice of occasional upper division teaching on the main campuses. Art. 5.1(A); Art. 9.1 UAFT CBA; App. B. This waiver predates the existence of United Academics.

By the terms of Article 5.1, the University and ACCFT/UAFT agreed to permit assignment of upper division courses to UAFT unit members on a case by case basis. The language at Article 5.1 states:

The assignment of an upper division course or courses is permitted, provided that the Faculty Member and appropriate University administrator agree to the assignment and such agreement is reduced to writing. (Appendix B).  

Art. 5.1 UAFT CBA. By its terms, the waiver language required specific consent of both the University and the faculty member before an upper division assignment could be made.

4 This language has developed and changed over the years. See University’s Prehearing Statement at 4-5.
It is unclear how many UAFT faculty members had a history of occasionally teaching upper division courses on the main campuses prior to the inception of United Academics. The figure may have been as much as 25 percent as of 1988. *Bornstein Phase II* at 32.

When the ALRA certified United Academics in 1996, it does not appear that ACCFT/UAFT asserted any interest in teaching upper division courses and no such right was recognized. *Dec 202*. Nor was any such right acknowledged in the earlier *Bornstein* arbitrations. Instead, the ALRA approved the parties’ proposed recognition clause, which divided the units on the main campus cleanly between those who teach “exclusively lower division” and those who do not. *Dec. 202* at 2.

United Academics ratified its first collective bargaining agreement with the University in 1998. After isolated complaints from union members, United Academics discovered that the University was continuing to assign occasional upper division courses to ACCFT/UAFT members despite the clear recognition clause language excluding upper division teaching from the ACCFT/UAFT unit. Beginning in 2002, United Academics requested that the University comply with its collective bargaining agreement by placing in its bargaining unit those faculty members assigned to teach upper division courses at the main campuses. Further negotiations, grievances, and unfair labor practice charges followed.

Finally, in August 2004, the University notified both unions that it would honor United Academics’ request to represent the group of faculty members assigned to teach upper division courses on the main campuses in light of the CBA between the University and United Academics. The University has since comported with the UNAC collective bargaining agreement by (1) assigning new faculty teaching upper division courses not at an extended site to UNAC; and (2) declining to make new upper division assignments to UAFT faculty where
the class will not be taught at an extended site. These practices do not conflict with the UNAC CBA.

UAFT filed unfair labor practice charges against the University on October 17, 2007 and June 24, 2008. See Case Nos. 07-1514-ULP and 08-1536-ULP. These ULPs claimed, in essence, that the University’s refusal to assign upper division courses to UAFT members was an unfair labor practice. Although the remedy sought directly impacted the interests of United Academics, UAFT did not name UNAC as a party.

On August 18, 2008, the University filed the pending petition for unit clarification seeking to convert the unfair labor practice charges into a unit clarification petition. Both unions are named in the unit clarification proceedings. UAFT filed certain objections to the University’s petition for unit clarification.

In a series of 2009 decisions, the ALRA rejected the substance of UAFT’s unfair labor practice charges, accepted jurisdiction over the unit clarification proceeding, and deferred consideration of UAFT’s additional procedural critiques. It held in abeyance until after the unit clarification hearing those portions of the unfair labor practice charge it deemed sufficient to support a finding of probable cause. 5

5 The ALRA agreed with UAFT that a hearing is warranted on three issues:

(1) whether twenty-five main campus faculty who are alleged to have had exclusively lower division workloads may have been assigned to United Academics mistakenly. April 28, 2009 Notice at 40 and 3-4.

(2) whether by refusing to allow Assoc. Prof. Carol Klamser to teach upper division and graduate level courses, based on her union membership in the UAFT bargaining unit, if the course was to be taught at an extended site, the University committed an unfair labor practice. Feb. 19, 2009 Notice at 15.

(3) whether the University instituted a policy “of refusing to allow any faculty member who is in the UAFT bargaining unit to teach any upper-division courses unless she or he is willing to give up UAFT bargaining unit membership”, and if so whether the University committed an unfair labor practice by unduly interfering with the union membership. Feb. 19, 2009 Notice at 17-19.

It is the view of United Academics that the outcome of these remaining ULPs is unlikely to alter the substance of the present dispute.
After reviewing the lengthy ULPs, the hearing officer made two findings, which are likely to influence any future decision by the ALRA in the unit clarification proceeding and are therefore pertinent to the unit clarification petition:

(1) the UAFT contract does not mandate that the University assign an upper division course to a UAFT faculty member who desires to teach one. Notice of Probable Cause and Partial Dismissal (April 28, 2009), Case No. 07-1514 ULP at 28-29; Notice of Probable Cause and Partial Dismissal (Feb. 19, 2009), Case No. 08-1536 ULP at 17-18; and

(2) the University is not required to assign new faculty members who teach a mix of upper and lower division courses to the UAFT bargaining unit. Case No. 07-1514 ULP at 31.

The hearing officer reached these conclusions based on a plain reading of the contract language, which clearly reserves to the University the discretion to assign upper division courses and plainly defines UAFT’s unit as excluding faculty teaching upper division courses.

UAFT claims that certain faculty should be assigned to their unit because they either carry a two-part (“bipartite”) workload or because they only occasionally teach upper division courses. These faculty are current members of United Academics because they teach upper division courses. The teaching of upper division courses on the main campuses falls squarely within the work jurisdiction of United Academics under the applicable contractual language. Faculty members teaching upper division courses have not historically been represented by UAFT nor do they share a community of interest with the community college mission of UAFT. There exists a clear dividing line between the “exclusive lower division” teaching of UAFT faculty and the mix of upper and lower division coursework typical among United Academics members.

B. United Academics Faculty Outside of Main Campus

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6 Historically, “bipartite” faculty members carried a teaching and service workload while “tripartite” faculty members had teaching, service, and research/creative activity assignments. Today a bipartite workload may include teaching/research or research/service assignments as well. While UAFT may cite the Bornstein opinions, these opinions circa 1991 do not contemplate the existence of United Academics and do not speak to the division between the unions.

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It is the longstanding practice of the University to assign certain faculty working outside of the main campuses to UNAC. These faculty include (1) cooperative extension faculty and agents (these faculty are specifically included within the UNAC unit definition per Art. 3); and (2) faculty connected to the University of Alaska Fairbanks ("UAF") who work outside of the main campus. UAFT has recently questioned the appropriateness of these UAF assignments.

There are 39 United Academics members currently working outside of the main Fairbanks campus. None of these faculty members work in programs historically associated with UAFT. These programs are fully integrated within the Fairbanks campus departments. Each faculty member is supervised and receives direction from the corresponding department on the main Fairbanks campus. UAFT has claimed that a practice of issuing letters of assignment through the Fairbanks campus for work offsite is a "fiction." Considering the research duties and connection these faculty share with the main campus programs, it is clear that these faculty members share a greater community of interest with United Academics.

C. UNAC Faculty in formerly Vocational-Technical or Historic Community College Programs

On the UAA and UAS main campuses there are a number of baccalaureate and graduate level programs, which have historic roots as vocational training or community college programs. These programs include programs in nursing, aviation, physical education, human services, and computer science. The University has placed a growing number of UNAC members into these programs to meet student needs for upper division coursework in newly developed baccalaureate and graduate degree programs. These faculty members teach a mixture of lower and upper division courses. It also appears that UAFT faculty members in these programs have been asked to teach some upper division courses.
UAFT apparently asserts that any course with historic roots in vocational, technical, or community college programs must remain the exclusive work jurisdiction of UAFT despite changes in the program over time. This argument raises questions about the meaning of "faculty whose principal assignment is vocational-technical instruction" within the UAFT recognition clause. This language is intended to assign to UAFT all faculty with principal assignments in associate degree and non-degree occupational certification programs.

Whether the UAFT faculty teaching upper division courses within the historic vocational programs should be permitted to teach upper division courses is an issue only recently discovered by United Academics. This continued practice is a violation of the United Academics recognition clause.

D. UAFT Faculty Teaching Upper Division Courses at Extended Sites

Over time, baccalaureate and even graduate degree programs have developed in the extended sites outside of the main campuses. In the context of a unit clarification petition in which the community of interest for each faculty member is subject to review, it is the view of United Academics that those UAFT faculty members teaching upper division courses at extended sites share a greater community of interest with other faculty teaching in baccalaureate and graduate degree programs located on the main campuses. Consequently, United Academics seeks the reassignment of these faculty members to its union.

E. UAFT Faculty Teaching Upper Division Courses on Main Campuses

Presently, a group of 16 UAFT faculty members teaching at UAA and UAS who have a history of teaching a mix of upper and lower division courses continue to teach occasional upper division courses. While no formal agreement exists as to these "grandfathered" individuals, United Academics has historically offered to acquiesce in this practice to facilitate
a final settlement of the upper division dispute. However, these faculty teaching upper division classes in baccalaureate and graduate programs on the main campus are indistinguishable from United Academics members and should be placed in United Academics.

F. A Single Community of Interest on the Main Campuses

On the main campuses the distinctions, if any, that remain between the UAFT and UNAC faculty are nearly undetectable. There exists a great fluidity in work assignments on the main campuses, with matters such as research assignment, bipartite/tripartite assignments, and course loads in year-to-year flux. It is apparent that some UAFT faculty members would prefer to teach occasional upper division courses if permitted to do so. Many UAFT members would choose to join UNAC if permitted to do so.

In particular, the distinctions between the two unions at the Anchorage and Southeast campuses have blurred to such a degree (with the possible exception of certain vocational-technical certificate programs) that it makes little sense to maintain two separate unions at these campuses. The 547 faculty members at the Fairbanks campus are already represented exclusively by United Academics. United Academics has long called for the merger of the two unions. Those merger efforts have not succeeded. Now, the University has suggested that the ALRA order the creation of one combined union for the Anchorage and Southeast main campuses, as exists in reality at the Fairbanks campus, by recognizing a “single community of interest.” See University Prehearing Statement at 20, 23-24.

United Academics will present witnesses establishing that there no longer remains a distinction worth preserving at UAA and UAS. A “wall-to-wall” bargaining unit represented by United Academics at all three main campuses is appropriate.
IV. FACTUAL ISSUES IN DISPUTE

The following factual issues appear in dispute. As to:

A. Faculty hired to teach a mixture of lower and upper division courses at the three main University of Alaska campuses of Fairbanks, Anchorage, and Southeast; and

B. United Academics Faculty Members working outside main campus; and

C. United Academics Faculty Members teaching in formerly vocational-technical community college programs; and

D. UAFT Faculty Members teaching upper division courses at extended sites; and

E. UAFT Faculty Members teaching upper division courses on main campuses:
   1. The nature of the job duties, skills, interests and working conditions; and,
   2. The similarity or dissimilarity of interest these faculty members share with the members of UAFT and UNAC; and,
   3. Bargaining history in the industry and between the parties concerning the disputed position; and,
   4. The appropriate assignment in light of the organizational structure of the University;
   5. The desires of the employees; and
   6. The degree to which unit placement will cause or avoid fragmentation.

In addition:

F. As to Faculty Members employed at the Anchorage and Juneau Campuses, whether there exists a distinct community of interest warranting separation of the two bargaining units, and if not, which bargaining unit is better situated to represent the interests of all faculty campus-wide.

V. LEGAL ISSUES IN DISPUTE

The following legal disputes are presented in this matter:

A. What is the appropriate bargaining unit for faculty members teaching a mix of lower and upper division and/or graduate level courses on the University’s main campuses and at other locations throughout the University system?
The determination of appropriate bargaining unit composition is frequently a fact-intensive inquiry that is to be conducted on a case-by-case basis. The ALRA, like the NLRB, will consider (1) the employees’ community of interest; (2) wages and hours; (3) desires of the employees; (4) bargaining history; and (5) the need to avoid fragmentation. See Dec. 202: AS 23.40.090.

In 1996, the ALRA certified the UNAC bargaining unit as excluding “faculty who are employed to teach exclusively at the lower division level with a single part service assignment.” Decision 202 at 2 (emphasis added). The ALRA identified these faculty as members of UAFT and designated them to remain members of UAFT. Id. This bright line rule — placing faculty who teach exclusively lower division courses in UAFT and placing faculty teaching both upper and lower division courses in UNAC — was codified into the parties’ respective collective bargaining agreement. 7

Nevertheless, UAFT contends that its members should be permitted to teach upper division courses, i.e. courses at the 300 level or above, while retaining their membership in UAFT. UAFT makes this assertion despite the plain language of the collective bargaining agreement and the prior decision of this agency, both of which divided the community of interest according to the teaching or non-teaching of upper division courses.

Within the University of Alaska system, upper division courses are offered almost (if not exclusively) within the University degree programs leading to a bachelor’s, master’s, or other graduate degree. Such degree programs fall outside of the traditional community college focus on associate degree and vocational programs. By definition, a faculty member possessing the job skills, training, degree or other academic qualifications, and interest sufficient to support teaching at the 300 level or above shares a common interest with the four-

7 Collective Bargaining Agreement Between University of Alaska and the University of Alaska Federation of Teachers, Art. 9.1 at 42 (July 1, 2007-June 30, 2010), attached as Exhibit A to the University’s petition; Collective Bargaining Agreement Between University of Alaska and the United Academics, Art. 3 at 7 (Jan. 1, 2008-Dec. 31, 2010), attached as Exhibit C to the University’s petition.
year university mission of teaching, research and creative activity, and service in the interest of providing baccalaureate, masters, and graduate degree programs, as well as continuing education in support of professional programs. UNAC represents this faculty interest and should continue to do so.

In light of the University’s unified organizational structure, placing all faculty hired to teach a mix of upper and lower division courses within one unified UNAC unit, also serves the separate administrative interest of permitting maximum flexibility for the University in the assignment of coursework. As tracked by the present unit recognition language in both contracts, it is the assignment to teach exclusively lower division courses that marks the division between UNAC and UAFT.

B. Does there remain a distinct community of interest of employees teaching exclusively lower-division and technical/vocational courses at the main campuses of Fairbanks, Anchorage, or Juneau?

In 1987 the Alaska Board of Regents merged the community college and four-year university faculty into one combined University of Alaska system. As a result of this merger, UAFT continued to represent a small portion of the main campus faculty. As the University accurately describes, the course and degree offerings provided on the main campuses have evolved over time to better meet the needs of a diverse student body. Today, on the main campuses of Fairbanks, Anchorage, and Juneau, UAFT and United Academics members teach many of the same classes, work side-by-side in the same academic departments, and serve on joint committees concerned with matters including tenure, curriculum review, and faculty governance.

In 1991, during the arbitration of earlier conflicts between UAFT and the University, arbitrator Tim Bornstein recognized that slow and incremental changes to the program offerings and administrative structure on the three main campuses could eventually lead to the “melting” of the community college bargaining unit like a “block of ice” into the larger...
University system. *Borenstein*, Phase III at 57. Arbitrator Borenstein determined that that transition had not yet occurred in 1991. *Id.*

Now, almost twenty years later, the ALRA has an opportunity to again assess the level of integration between the historic community college and four-year university faculty on the main campuses of Fairbanks, Anchorage, and Juneau. Of the 1,123 faculty members represented by the two unions on the Fairbanks, Anchorage, and Juneau campuses today, UAFT represents just under 14 percent of these main campus faculty members. Over time, the University reports an increasing need for faculty qualified to teach both upper and lower division courses within its baccalaureate and graduate degree programs. The present conflict stems from a desire amongst UAFT’s members to expand beyond the historic two-year college mission of the bargaining unit to join United Academics faculty members in teaching upper division courses in the baccalaureate and graduate degree programs. Thus, it seems apparent, even to the members of UAFT, that a unit designated to teach “exclusively lower division” courses is no longer viable on the main campuses. If, as the evidence makes clear, the lines between the two unions have blurred, then it is the appropriate role of the ALRA to re-establish a clear line between the two bargaining units.

The present geographic scope of the United Academics bargaining unit encompasses the main campuses at Fairbanks, Anchorage, and Juneau. In addition, a minority of UNAC faculty work outside of the main campuses – whether in degree programs, advanced research, or continuing education in support of professional programs. These faculty members are linked to the University and, more specifically to the four-year university mission of all UNAC members, through a reporting relationship with the main campus facilities. The geographic scope of the UNAC bargaining unit is necessarily broad but is only “as large as is reasonable” in light of the size of the employer and the unified organizational structure throughout the state. *See* AS 23.40.090.
Affirming the campus boundary lines as the dividing point between the two bargaining units avoids fragmentation among the represented parties. Rather than exclude the UAFT-represented faculty from the four-year University wage scale and the opportunity to teach upper and lower division courses within the University’s three main campuses, a merger of the two faculty groups within the larger United Academics unit will allow all faculty equal access to professional opportunities and a united voice in labor-management relations. A merger of the two units would remove the last vestige of division between the faculty members and best reflect the community of interest all faculty share in serving the mission of the four-year universities.

C. Whether the unit clarification petition is timely.

The adopted practice of the ALRA is to permit unit clarification petitions to proceed as disputes arise. 8 AAC 97.050; Alaska Vocational Technical Educational Center Teachers Assoc., NEA-Alaska v. State of Alaska (“AVTECSTA”). Particularly in this case, involving a dispute between two bargaining units with collective bargaining agreements expiring on separate calendars, there is no more opportune time to hear the matter.

D. Whether the unit clarification petition is appropriate.

The present dispute raises a question of unit composition for both UAFT and UNAC. 8 AAC 97.050(a)(1) authorizes a public employer or public employee representative to file a petition seeking:

Clarification of an existing bargaining unit, where no question concerning representation exists, in order to resolve a question of unit composition raised by changed circumstances since certification.

There is no question that circumstances have changed since the certification of UAFT. These changes include the creation of a mirror image bargaining unit in UNAC, negotiated changes to the collective bargaining agreements over time, failed efforts to mediate the dispute that has

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With the exception of integrated faculty in distance placements as noted above.

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arisen between the units concerning unit definition, as well as changes at the community colleges and extended sites, such as the increase in degree program offerings and increased connection with the main university campuses and further integration of those few UAFT faculty on main campus into their departments.

VI. PRELIMINARY WITNESS LIST

United Academics may call the following witnesses for the purpose of establishing its case in chief. UNAC reserves the right to amend or revise this list and to call additional rebuttal witnesses.

(1) **Ray Bailey**, Professor, biomedical program (WAMMI), UAA, tel: 786-4766, fax: 786-4474, afrbp@uaa.alaska.edu. Mr. Bailey is familiar with the community of interest of UNAC faculty with bipartite assignments who teach exclusively upper division and/or graduate level courses.

(2) **Faculty members assigned to UNAC who teach or have taught a mix of upper and lower division courses on the main campuses with a bipartite assignment.** These witnesses will have knowledge of the community of interest, wages and hours, desires of the employees, and organizational structure relating to teaching a mix of upper and lower division courses on the main campuses:

a. **Jeff Bailey**, Professor of Elementary Education / Chair, Educational Leadership, UAA Education/Teaching & Learning & Educational Leadership, tel: 786-4301, jeffb@uaa.alaska.edu;

b. **Edgar Blatchford**, Associate Professor, Journalism and Public Communications, Native Studies, UAA, tel: 786-4188, fax: 786-4179, eblatchford@jpc.alaska.edu;

c. **Hilary Davies**, Professor, Chair, Mathematical Sciences, UAA, tel: 786-1745, afhmd@uaa.alaska.edu;

d. **Don Davis**, Professor, Engineering, Chair of Geomatics, UAA, tel: 786-6433, fax: 786-1079, afkd@uaa.alaska.edu;

e. **Jill Dumesnil**, Associate Professor of Mathematics, Dept. of Natural Sciences, UAS, tel: 796-6242, jadumesnil@uas.alaska.edu;

f. **Liz Dodd**, Adjunct Professor of English, UAS, *UNAC will supplement*;

g. **Khrystyne Duddleston**, Associate Professor, Biological Sciences, UAA, tel: 786-7752, afkd1@uaa.alaska.edu.
h. Larry Foster, Assoc. Professor, Mathematics, UAA, tel: 786-4868, fax: 786-6162, afmft@uaa.alaska.edu;

i. Karla Jones, Assoc. Professor, School of Nursing, UAA, tel: 786-4579, fax: 786-4559, afkrj@uaa.alaska.edu;

j. Pamela Kelley, Asst. Professor, Justice Center, UAA, 786-1822, SZG4PX9TO1@alaska.edu;

k. Mara Kimmel, Assistant Professor, Political Science, UAA, tel: 786-4774, fax: 786-4647, afmek3@uaa.alaska.edu;

l. Eva Kopacz, Professor / MSW Field Coordinator, Center for Human Dev., UAA, Academic Social Work School, tel: 786-6909, fax: 786-6912, afeyk1@uaa.alaska.edu;

m. Latrice Laughlin, Instructor, Mathematics and Statistics, Math & Stat Lab Coordinator, UAF, 474-5427, linaughlin@alaska.edu;

n. George Mastroyanis, Professor, College of Education, Teaching and Learning, tel: 786-4433, fax: 786-4473, afgsm@uua.alaska.edu.

o. Francisco Miranda, Assoc. Professor, Mathematics, UAA, tel: 786-4035, fax: 786-4190, affin1@uua.alaska.edu;

p. Claudia Wakefield, Assistant Professor of Spanish, Arts & Sciences – Humanities, UAS, tel: 796-6008, fax: 796-6406, claudia.wakefield@uas.alaska.edu; and

q. Rosemary Walling, Asst. Professor, Arts & Sciences, Dept. of Natural Resources, UAS, tel: 796-6586, rswalling@uas.alaska.edu.

(3) Faculty members assigned to UNAC who teach or have taught a mix of upper and lower division courses on the main campuses with a tripartite assignment. These witnesses will have knowledge of the community of interest; wages and hours, desires of the employees, and organizational structure relating to teaching a mix of upper and lower division courses on the main campuses.

a. Abel Bult-Ito, Professor, College of Natural Science & Mathematics, Dept. of Biology & Wildlife, UAA (Fairbanks), tel: 474-6482, abultito@alaska.edu;

b. Gerald McBeath, Professor, College of Liberal Arts, Dept. of Political Science, UAF, tel: 474-6505, fax: 474-7244, ffjam@uaf.edu;

c. Virginia Mulle, Professor, Dept. of Sociology, UAS, tel: 796-6419, fax: 796-6406, virginia.mulle@uas.alaska.edu;
d. **John P. Riley**, Sociology Department, UAA, tel: 786-1817, fax: 786-1737, afjpr@uaa.alaska.edu;

e. **Mike Stekoll**, Professor, Arts & Sciences, Dept. of Natural Sciences, UAS, tel: 796-6279, fax: 796-6447, msstekoll@alaska.edu;

f. **Jordan Titus**, Assoc. Professor, College of Liberal Arts, Sociology, UAF, tel: 474-5387, jjtitus@uaf.edu; and

g. **Toby Widdicombe**, Professor, Arts & Sciences, Dept. of English, UAA, tel: 786-4377, afrtw@uaa.alaska.edu.

(4) **Faculty members assigned to UNAC who teach in the School of Fisheries** in semi-permanent research facilities outside of the main campuses. These witnesses will have knowledge of the community of interest; wages and hours, desires of the employees, and organizational structure relating to teaching and research outside of the main campuses.

a. **Reid Brewer**, Research Assoc. Professor, Marine Advisory Program, tel: 581-4589, rsbrewer@alaska.edu;

b. **Charles Crapo**, Professor, School of Fisheries/Kodiak, UAA, tel: 486-1515, fax: 486-1540, dfcacc@uaa.alaska.edu; and

c. **Matthew Cronin**, Research Assoc. Professor, Agricultural & Forestry Experimentation Station, UAF, tel: 227-1753, macronin@alaska.edu.

(6) **Faculty members assigned to UNAC who teach in the College of Rural and Community Development and in the Department of Native and Rural Development** integrated with the main campus and not historically connected to the community colleges. These witnesses will have knowledge of the community of interest; wages and hours, desires of the employees, and organizational structure relating to teaching in the DNRD program.

a. **Michael Davis**, Associate Professor, Alaska Native and Rural Development Department, UAF (Dillingham), tel: 842-8316, fax: 842-5692, mdavis@uaf.edu;

b. **Ralph Gabrielli**, Associate Professor, Alaska Native & Rural Development, UAF (Fairbanks) tel: 474-5808, fax: 474-6325, nfrbg@uaf.edu; and

c. **Theresa John**, Assistant Professor, Alaska Native and Rural Development Department, UAF (Bethel) tel: 474-6528, fax: 474-6325, tflj@uaf.edu.

(7) **Faculty members assigned to UNAC who teach in the School of Natural Resources and Agricultural Sciences** and are engaged in research activities with minimal teaching. These witnesses will have knowledge of the community of interest; wages and hours, desires of the employees, and organizational structure relating to teaching in the SNRAS program.
a. **Anthony T. Nakazawa** UAA, tel: 907-460-0825, anatm@uaa.alaska.edu.

(8) **Faculty members assigned to UNAC who teach upper division courses in formerly vocational-technical or historic community college programs.** These witnesses will have knowledge of the community of interest; wages and hours, desires of the employees, and organizational structure relating to teaching in the former vocational-technical and community college programs:

a. **UAA Nursing**

1. **Jill Janke**, Professor, School of Nursing, UAA, tel: 786-4570, ujlm8kt01@alaska.edu;

2. **Karla Jones**, Asst. Professor, School of Nursing, UAA, tel: 798-6579, fax: 786-4559, afkrj@uaa.alaska.edu;

3. **Dorothy Kinley**, Nursing Faculty, UAA, afdkjk1@uaa.alaska.edu; and

4. **Carolyn Wohlers**, Term Assistant Professor, School of Nursing, Health Sciences UAA, tel: 786-4567, afcsa@uaa.alaska.edu.

b. **UAA College of Health and Social Welfare**

1. **Rhonda M. Johnson**, Assoc. Professor, Dept. of DPL, Chair/Coordinator, MHP Program, tel: 786-6545, Rhonda.Johnson@uaa.alaska.edu; and

2. **John O. Riley**, Instructor/Coordinator, Physician Assistant Program, tel: 786-6570, afjor@uaa.alaska.edu.

c. **UAA Human Services Dept.**

1. **Sue Fallon**, Term Assistant Professor, tel: 786-6442, afrmfl@uaa.alaska.edu.

d. **UAA School of Social Work**

1. **Patrick Cunningham**, Assoc. Professor, tel: 786-6902, afpmc@uaa.alaska.edu;

2. **Randy Magen**, Professor/MSW Coordinator, tel: 786-6901, magen@uaa.alaska.edu; and

3. **Eva Kopacz**, Professor, MSW Field Coordinator, 786-6909, afeykl@uaa.alaska.edu.
e. Community & Technical College

1. Michael Chriss, Asst. Professor, Community & Technical College, Health Physical Education and Recreation (HPER), UAA, tel: 786-4066, fax: 786-4069, afmcl@uaa.alaska.edu.

f. UAS School of Management, Info Systems Dept.

1. Colleen McKenna, Assistant Professor, Information Systems, UAS Juneau/Sitka, tel: 796-6349, fax: 796-6549, colleenmcbrien@alaska.edu;

g. School of Engineering, Geomatics Dept.

1. Don Davis, Professor, Chair of Geomatics, ENGR 211, tel: 786-6433, fax: 786-1079, afdd@uaa.alaska.edu.

(9) Carol Gold, Professor, History, Women's Studies, UAF, tel: 474-6509, fax: 474-5187, cg@alaska.edu. Member of the original negotiating team, United Academics. Dr. Gold has knowledge concerning the community of interest represented by United Academics and the bargaining history of UAFT, UNAC, and the University. Dr. Gold also has knowledge of the community of interest, wages and hours, desires of the employees, and organizational structure relating to UNAC members with a tripartite assignment teaching a mix of upper and lower division courses on the main campuses.

(10) Faculty members assigned to UNAC who have non-teaching workloads. These witnesses will have knowledge of the community of interest, wages and hours, desires of the employees, and organizational structure relating to non-teaching faculty.

a. Lee Henrikson, Technology Integrator, Alaska Educational Innovations Network (AEIN), tel: 786-4431, fax: 786-4318, lee@uaa.alaska.edu; and

b. Janet Schichness, Internship Coordinator, Undergraduate Advisor, UAF, 474-6163, jcschichness@alaska.edu.

(11) Michael Jennings, former president, United Academics c/o Frank Freed Subit & Thomas, LLP. Dr. Jennings has knowledge concerning the community of interest represented by United Academics and the bargaining history of UAFT, UNAC, and the University. Dr. Jennings also has knowledge concerning the community of interest of faculty teaching upper division courses at the extended sites and historic community colleges.

(12) Carl Shepro, Professor, Arts & Sciences, Dept. of Political Science, President, United Academics, c/o Frank Freed Subit & Thomas, LLP. Dr. Shepro has knowledge concerning the community of interest represented by United Academics, bargaining history regarding UAFT, UNAC, and the University, and the University structure. Dr. Shepro also has knowledge concerning the community of interest of faculty teaching upper division courses at the extended sites and historic community colleges.

SUPPLEMENTAL PRE-HEARING STATEMENT
BY UNITED ACADEMICS AAUP/AFT,
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(13) **Cyndee West**, United Academics contract manager c/o Frank Freed Subit & Thomas, LLP. Ms. West is knowledgeable concerning terms of the collective bargaining agreement, the wages and hours of United Academics members, and the placement of UNAC faculty throughout the University system.

(15) **Faculty members assigned to UNAC who teach in the UAA College of Education.** These witnesses will have knowledge of the community of interest; wages and hours, desires of the employees, and organizational structure relating to teaching in the College of Education;

a. **Claudia Dybdahl**, Professor, Elementary Education, tel: 786-4422, afcsd@uaa.alaska.edu;

b. **George Mastyyanis**, see supra; and

c. **Allan Turner**, Professor, Education Foundations, Educational Leadership, tel: 786-4419, afaat@uaa.alaska.edu.

**VII. REMEDY SOUGHT**

United Academics seeks an order from the ALRA:

(1) Reaffirming the composition of the United Academics bargaining unit as composed of faculty members teaching a mix of lower and upper division and graduate level courses in support of the larger university mission, of teaching, research and creative activity, and service;

(2) Directing that faculty teaching upper division courses in baccalaureate, masters, or graduate degree programs, or continuing education in support of professional programs throughout the University of Alaska system be assigned to United Academics; and

(3) Reaffirming the composition of the UAFT bargaining unit as composed of faculty members teaching exclusively lower-division and/or technical/vocational courses throughout the University of Alaska system, or, in the alternative, directing the merger of faculty members at the Fairbanks, Anchorage, and Juneau main campuses into one unit to be represented by United Academics.
VII. TIME TO PRESENT CASE

United Academics estimates it will need five (5) hearing days to complete presentation of its case.

RESPECTFULLY SUBMITTED this 12th day of March, 2010.

FRANK FREED SUBIT & THOMAS, LLP

By: Cliff Freed, WSBA #14348
Beth Barrett Bloom, WSBA #31702
Attorneys for Respondent United Academics, AAUP/AFT, AFL-CIO