

Frequently Asked Questions

WAGES, BENEFITS, OTHER



Q. 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?

A. 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.

Q. I've noticed that my health costs are higher this year and that certain benefits—like massage and chiropractic visits—are now limited to 26 per year. Is it true that a union would have prevented these changes from being implemented?

A. It's true that employee health costs are higher this year and that some benefit plan changes have been made. But those changes were made after consultation with the joint health care committee and with the staff health care committee. Both committees, with active involvement by union and staff representatives, endorsed the change. Union and non-union employees of the university receive exactly the same health care and pharmacy benefits.

Q. Is it true I'd get more pay and better benefits with a union representing me?

A. No. If a majority of employees **who vote** ratify union representation, the university would enter into contract negotiations. During negotiations the parties (management and the union) would negotiate what wages, hours and conditions of employment would be included in the contract. The contract would then need to be ratified by union members, and approved by the Board of Regents and funded by the Alaska State Legislature. The university faces the same economic conditions regardless of whether the employees are in a unionized or non-unionized environment.

Q. 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?

A. 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

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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.

Q. Why did the university eliminate the 2 percent annual COLA in Regents' policy?

A. The board was forced to change its two-pronged approach to staff compensation when the Legislature expressed in 2008 that it was unwilling to support a cost-of-living adjustment AND steps; without the university's acquiescence, the university feared employees would receive no increment. A switch to a single, across-the-board increment was considered best for all involved.

Q. Why is the staff salary schedule changing from the current system, with staggered steps ranging from 1 percent to 3 percent, to a 1 percent increment grid? Does this mean increases in the future will only be 1 percent?

A. The 1 percent grid is merely a structure and does not influence what percent increase is proposed by the Board of Regents for UA staff. In fact, the increase that will be given this year is 3 percent. Employees will see the increase in their paychecks beginning in the first full payroll period of July. For additional information, please see this explanation: <http://www.alaska.edu/bor/agendas/2009/sep-24-25/090924ref02.pdf>

Q. Can a union guarantee better total compensation, or must it negotiate under the same economic conditions?

A. The same economic conditions would be present in either a unionized or non-unionized situation.

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Q. What kind of guarantees can the university administration make regarding my employment or future wage increases?

A. The university can't make promises. The university must maintain the flexibility to manage the institution in the most effective manner for the benefit of our students, staff and the public. As management, our philosophy is to:

- Maintain staff to carry out the university's mission;
- Maintain competitive compensation, to both attract new employees and retain existing ones;
- Provide tools needed for the job within reasonable budgetary constraints;
- Remain a competitive and preferred employer;
- Maintain excellent benefit package at a very competitive price for employees, including health and retirement, the tuition waiver for employees and dependents, life insurance, long term disability coverage, the employee assistance plan (EAP), wellness offerings, etc.

Q. What is the benefit to having my wage determined on a year-to-year basis, as is now the case, versus a union negotiated contract that typically lasts for three years?

A. The university has, in favorable economic climates, fought for higher increases for our employees. For instance, in FY09 and FY10, the university successfully argued for and received a 4.5 percent staff increase. In some years, the increase was 1.5 percent. In others, it was more around 3 to 3.5 percent. With a three-year contract, as is typical of union contracts, wage amounts are established at the time the agreement is negotiated and are set for each year of the contract. The parties must do their best to forecast the economic environment that will be present in future years.

Q. I support the union. Why should non-unionized staff have to carry the budget shortfalls on their backs with lower annual increases than faculty or other unionized staff? P.S. I am an exempt staff person with supervisory responsibilities over non-exempt staff.

A. Annual salary increases for university staff are generally similar to increases negotiated for union employees, although union contracts are typically negotiated for 3 years at a time compared to the annual budget process for staff salary increases.

As an example, for FY10, staff received 4.5 percent in an across the board (ATB) wage adjustment. Unionized employees received similar amounts:

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- Local 6070 received the same amount in total adjustments although their monetary package was not all distributed ATB.
- One faculty union (UAFT) received 3.5 percent ATB and 1.5 percent in market adjustments.
- A second faculty union (United Academics) received 3.4 percent ATB and 1% in market adjustments.

On the issue of your supervisory status, you should be aware that by state law, supervisors may not be in the same unit as non-supervisory employees.

Q. How does my total compensation, including retirement and health benefits, the employee/dependent tuition waiver and other benefits, compare to similar employee groups?

A. The university believes you compare very well. A UA employee making \$45,531 annually, for example, actually earns \$80,673 in total compensation including the UA pension, the health plan, PERS, annual and sick leave, and some other benefits.

Q. My friend and I work at the university. She has a very involved supervisor who has conducted positive performance evaluations that resulted in merit increases. My supervisor, by contrast, has never done a performance evaluation and rarely gives me feedback. Won't a union improve this situation?

A. The university is working hard to address issues raised in the above question. These are not matters resolved by unionization but rather are addressed by a workplace culture that supports professional development, training for both supervisors and staff and rewarding and promoting employees based on performance and ability.

With the help of staff governance, UA is reviewing a draft version of a standardized, system-wide performance evaluation tool. A new evaluation tool and process will help ensure regular performance evaluations of all university employees, including supervisors. Annual evaluations will play an important role in fairly assessed salary adjustments, positive communications, goal-setting and fostering an overall positive work environment.

Q. 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?

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.

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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.

Q. 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?

A. 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,

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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.

Q. What is the current grievance process available to non-union staff? What would the process be under union representation?

A. The university recognizes that a dispute and grievance resolution process is an important mechanism in identifying and resolving problems. Many problems can be worked out directly, or with the intervention of Human Resources. If not, there are procedures for dispute and grievance resolution defined and explained in Regents' Policy and University Regulation 04.08. The process begins with informal dispute resolution. Mediation services also are available. If informal resolution is not possible, the process can continue with involvement of higher-level supervisors, including the chancellors and president, in a formal grievance process.

If university staff vote for union representation, the grievance process will be governed by provisions negotiated by the university and the union. The union would represent the employee in any proceedings.

Q. 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?

A. 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/>)

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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.

Q. What if there is a strike and I need to work?

- A. Unions expect their members to join a strike. Unions can legally fine union members who return to work or cross a strike picket line.

More information can be found at: www.alaska.edu/labor/