

**UNIVERSITY OF ALASKA
LABOR and EMPLOYEE RELATIONS REPORT**

Acronyms commonly used in reporting Labor Relations activities:

ALRA	Alaska Labor Relations Agency
CBA	Collective Bargaining Agreement
LMC	Labor-Management Committee
MAU	Major Academic Unit (UAA, UAF, UAS)
ULP	Unfair Labor Practice Charge
<u>Unions:</u>	
Adjuncts	United Academic – Adjuncts
Local 1324	Fairbanks Fire Fighters Association (UAF Fire Fighters)
Local 6070	Alaska Higher Education Crafts and Trades Employees
UAFT	University of Alaska Federation of Teachers (Community college and extended campus faculty)
UNAC	United Academics

(BOLD text indicates updated information)

LABOR - MANAGEMENT COMMITTEES/EVENTS

The university and UAFT have not met since May 07, 2013.

The university and UNAC representatives have not met since April 2013.

GRIEVANCE and ARBITRATION ACTIVITY

University of Alaska Federation of Teachers (UAFT)

- **UAF College of Rural and Community Development:** The union filed a Step 2 grievance on October 02, 2009, alleging that the university violated Article 9.1 of the CBA by placing two new faculty members at an extended site into the United Academics bargaining unit rather than into the UAFT unit. The university responded to the union on November 11, 2009, recommending that the substance of the grievance be reviewed and determined by the ALRA as part of the unit

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clarification proceeding. Grievance timelines are being held in abeyance pending the outcome of the Unit Clarification Petition before ALRA.

- **Statewide Office of Labor and Employee Relations:** UAFT filed a Step 2 grievance on July 25, 2012 alleging the university violated Article 1.3.A of the CBA by demanding that the union agree in writing to pay all costs associated with a request for information prior to providing them with the information. The union further alleges that the university violated the implied duty of good faith and fair dealing. The parties met on March 04, 2013, and continue to work to resolve the matter.

United Academics (UNAC)

- **No grievances are pending.**

Local 6070

- No grievances are pending.
- Local 6070 filed an Unfair Labor Practice (ULP) with the Alaska Labor Relations Agency (ALRA) on May 31, 2013, with regard to an employee initiated reclassification action at UAA. The ULP contains 37 allegations. The university responded on July 1 to ALRA. The university believes the ULP is without merit. The university is waiting for ALRA to schedule a hearing with the parties.

United Academic – Adjuncts

- No grievances are pending.

Local 1324

- No grievances are pending.

ISSUES BEFORE THE ALASKA LABOR RELATIONS AGENCY

Unit Clarification Petition: On October 17, 2007, UAFT filed an ULP charge with the Alaska Labor Relations Agency (ALRA) alleging that the university violated the CBA by its placement of new faculty with upper-division teaching assignments into the UNAC bargaining unit. In response, the university filed a Unit Clarification Petition. On August 25, 2009, the ALRA accepted the university's petition for unit clarification and placed the ULP complaints in abeyance pending the determination of that petition. The

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ALRA hearing began on April 05, 2010, and lasted until April 22, 2010. Post hearing briefs and response briefs were filed and the issue is before the Agency for a decision. On October 04, 2011, the ALRA notified the parties that they wanted briefings on the appropriateness of one unit of non-adjunct faculty at the university. File briefs were submitted to ALRA on December 21, 2011. A decision is still pending.

NEGOTIATIONS

LOCAL 6070: The university started negotiations with Local 6070 on September 12, 2012. The CBA expired on December 31, 2012. **The next negotiation sessions are scheduled for September 9, 10, and 11, 2013. Tentative agreement has been reached on five of fifteen articles.**

United Academics (UNAC): The university will begin negotiations with UNAC on September 23 and 24, 2014. The CBA expires on December 31, 2013.

EMPLOYEE RELATIONS HIGHLIGHTS

- **UAF Community and Technical College (formerly Tanana Valley Campus):** A non-exempt employee at Tanana Valley Campus was non-retained pursuant to Regents' Policy and University Regulation. The employee grieved the issue and requested a hearing. The UAF chancellor upheld the nonretention following the hearing officer's recommendation based on pre-hearing briefing. The employee filed suit in Superior Court challenging the university's right to nonretain non-probationary employees. The judge issued a preliminary order adverse to the university. The university's request for reconsideration was denied and the university subsequently filed a petition for review with the Alaska Supreme Court on November 12, 2010. The Court accepted the petition and consolidated this case with the Anchorage case referenced below which raised similar issues but with a different result. **On June 28, 2013, the AK Supreme Court ruled that UA policy & regulation did not make clear that the employee did not have "for cause" protections which would require pre-termination due process and just cause to terminate. Additionally, the court stated that nonretention did not qualify as an exception to "for cause" procedures when performance issues were involved.**
- **UAA Police Department:** An employee was terminated for cause and simultaneously issued notice of non-retention after writing himself parking tickets which he later destroyed to avoid paying parking fees. The employee requested a hearing, and the UAA chancellor accepted the hearing officer's recommendation to uphold the termination. On administrative appeal the superior court reversed the cause termination but upheld the non-retention. The employee appealed the matter to the Alaska Supreme Court, and the university cross appealed on the termination for cause. **On June 28, 2013, the Alaska Supreme Court**

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reinstated the termination for cause, finding that the employee had notice through policies that his conduct could result in termination; knew his conduct was wrong; and, by virtue of his position, had additional reason to be held to a high standard of conduct. However, the Supreme Court disallowed the nonretention for the reasons discussed in the companion case. This results in UA owing back pay until the chancellor finalized the cause termination.