

HCR

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Alaska State Legislature

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WHILE IN SESSION:
P.O. BOX V
JUNEAU, ALASKA 99811
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CHAIR
LABOR and COMMERCE COMMITTEE
HOUSE ETHICS COMMITTEE

RESOURCES COMMITTEE
MILITARY AND VETERANS' AFFAIRS
BUDGET SUBCOMMITTEE

Representative David Finkelstein
March 6, 1992

Jerome Komisar, President
University of Alaska
910 Yukon Drive
Fairbanks, Alaska 99775-2388

Dear Mr. Komisar:

I am interested in your comments about the dispute over employment contracts between the University of Alaska and the community college teachers. I feel it is necessary to ensure that the University of Alaska is adhering to the laws and regulations of the state in their dealings with their employees. The facts I have come to understand them are as follows. I realize that you probably disagree, so I'm writing this letter to get your point of view.

When the University of Alaska restructured itself and merged with the community colleges, the University claimed the right to ignore the collective bargaining agreement in force with its three hundred community college teachers. Under PERA, an opinion was requested of an arbitrator, Professor Timothy Bornstein. Bornstein ruled in January 1990 that the University was wrong to ignore the collective bargaining agreements. Despite this ruling, the University refused to make any changes. This action necessitated a new and expensive hearing. Again in April 1991, Professor Bornstein found the University to be wrong and assessed damages up to March 1989 (the expiration date of the collective bargaining agreement). The University still did not accept the decision and made no move to implement it except to pay a portion of the assessed damages.

Now, the affected employees are before the State Labor Relations Agency seeking an extension of the assessed damages from 1989 to the present and an order mandating that the University recognize their collective bargaining rights.

It seems as if the community college employees have tried to follow the proper steps by taking their issues to the PERA board. It appears, however, that the the University of Alaska has not acted in good faith and dealt fairly with the community college employees.

DISTRICT THIRTEEN

CREEKSIDE • ELMENDORF AIR FORCE BASE • ELMRICH • MOUNTAIN VIEW • NUNAKA VALLEY • PTARMIGAN • RUSSIAN JACK • WONDER PARK

My concern is that if final damages are assessed, the University of Alaska will simply pass the costs back through their budget as a necessary expense. The Legislature has already allocated \$1.2 million dollars for this purpose. I want to ensure that through failure to implement the arbitrator's awards, the University of Alaska has not created an additional liability of millions more.

I would like to know the University's position on this situation. Your prompt reply would be appreciated.

Sincerely,



David Finkelstein

cc: Wendy Redman, VP for University Relations

1. The Arbitrator did not define a bargaining unit, but defined a "remedy" unit which the Union wants as a "successor" unit

Your letter includes a common misunderstanding... the Bornstein decision did not conclude with a determination regarding a "successor unit"

Komisar, p. 1, par. 2

The Bornstein III decision defined a unit for the purposes of the remedy and assessed damages payable to members of that unit. While the ACCFT contends that this remedy unit should now be considered as the "successor unit" (i.e., no vote), the University contends that this unit has no meaning because there is no common community of interest.

Komisar, p. 1, par. 3

The University claimed from the start that the restructuring voided the contractual obligations it had with the ACCFT, under a legal theory which provides that when a company is sold, the contractual obligations of the new owner to the "successor unit" may be substantially reduced. The Union held that the University had merely transferred employees internally, or, at best, represented an "alter ego" of its former self, and, thus, could not claim these "successor unit" rights.

Professor Bornstein found this to be the central issue:

The crucial question to be decided is a familiar one in American labor law, a so-called unit issue.

Bornstein II Decision and Award p. 5

He concluded, in clear and simple language, that the University was wrong:

Although the parties' briefs argue whether or not the new regional universities are alter egos or successors within the meaning of the NLRB decisions, I conclude that the "employer" continues to be the Board of Regents which approved the restructuring. But that restructuring simply did not eradicate the contractual bargaining unit.

Bornstein II Decision and Award p. 13

Bornstein found not a "successor unit", but an "intact unit" with all rights. There was no need to further define the unit. The unit was the same as it had been on June 30, 1987:

Based on the evidence, I conclude that the bargaining unit of the former community college faculty remains largely intact.

Bornstein II Decision and Award p. 13

The University, of course, still refused to recognize the Union, even in the face of further clarification as described below. It is a mockery of justice that the University continues, to this day,

to promote and argue this issue of a "successor unit", and to continue to claim that Professor Bornstein has not made his decision clear on the issue of the unit.

2. The assertion that the University "refused to make any changes" is inaccurate

Your assertion that the university refused to make any changes, "despite this ruling", is not accurate. The Bornstein II decision directed the University and the ACCFT to meet together to determine a "remedy" for the University's actions"

Komisar, p. 1, par. 2

Both the University and the Union asked Bornstein to withhold any action on a remedy, asking that he simply say who was right and wrong in the dispute. Both sides claimed a good faith intention to abide by his award, and to fashion an appropriate remedy.

Since the Arbitrator found the University to be in the wrong, three main actions were necessary. Recognition of the Union, reinstatement of the contract, and a remedy for the violation period.

The University acted, however, as though it had won the decision. It refused to reinstate the contract, claimed that Bornstein had not defined a unit, and argued that no damages were due. Nothing changed in the University's position relative to the Union.

To summarize this as "the university refused to make any changes", is entirely reasonable and accurate.

Professor Bornstein made clear that the University's intransigence was wrong in his findings under Phase III.

The University maintains that the only appropriate remedy in this case is a retroactive bargaining order and that neither damages nor an extension of the contract is proper. This argument rests largely on the premise that my Phase II decision did not hold that the University had an obligation to apply the contract's provisions after the July 1, 1987, restructuring and transfer of community college bargaining unit members.

The premise of the University's position is simply wrong.
Bornstein III Decision and Award p. 46

The Arbitrator could do no more than to point out that this point was "the central question" in the Phase II decision, and issue a lengthy correction of the University's misinterpretation of his earlier findings which concludes:

And, because the bargaining unit survived, fundamental principles of labor law and arbitral jurisprudence prohibited

the University's withdrawing recognition from the Union, the exclusive bargaining agent for that unit. Equally well-settled principles of labor law and arbitral jurisprudence dictate that the proper remedy for unlawful withdrawal of recognition during the term of an existing contract is the restoration or reinstatement of the parties' agreement.

Bornstein III Decision and Award p. 47

Even in the face of this forceful reiteration, the University still refuses to reinstate the agreement, and still refuses to recognize the Union.

3. There is no identifiable "community of interest" in the unit

A central issue of concern to the University continues to be that following restructuring, faculty at all the campuses have been integrated with the total University faculty, and the community of interest that once existed is difficult to see today.

Komisar, p. 2, par. 3

This is also an issue which was raised by the University during the Arbitration hearings, and has been specifically considered and answered by the Arbitrator. This issue was, in fact, crucial in the determination of the unit issue referred to above:

Whether a particular grouping of employees constitutes a "unit appropriate for the purposes of collective bargaining," in the language of Section 9 of the National Labor Relations Act -- a concept universally adopted in the public sector bargaining statutes of the states, including Alaska's -- depends on various factors. But unquestionably, as the University's own brief observes (at p. 12), the "most important factor" is whether those employees share a significant "community of interest."

Bornstein II Decision and Award p. 5

Despite the University's argument to the contrary, the Arbitrator stated concisely and unequivocally:

Based on a close review of this record, relevant administrative agency and court decisions, and informed by two decades' experience in higher education, I find that there is a "community of interest" among former faculty members of the community college system that has survived the restructuring of the University of Alaska.

Bornstein II Decision and Award p. 6

4. Continued progress of integration destroys the unit

The faculty at each campus are integrated into academic departments with their colleagues in the regional university

structure; the professional environment and obligations have changed; and in many cases the workload has changed significantly ... From a management standpoint, it is difficult to imagine how a (sic) educational institution could be effectively run with this type of collective bargaining situation.

Komisar, p. 2, par. 3

This issue, like the others, was a part of the University's original argument. Professor Bornstein considered the argument, but found against the University:

The contract's recognition clause, Article 1.2(B), quoted above, stresses that "membership in the Community College Faculty shall be based upon job content . . . and not upon the source of funding." The parties, in adopting this language, obviously contemplated that administrative changes, funding changes or other bureaucratic changes might take place, and they wished to assure that the integrity of membership in the bargaining unit would not be jeopardized. The changes that have occurred as a result of the 1987 restructuring have been largely bureaucratic and have not significantly changed "job content" of former community college faculty members.

Bornstein II Decision and Award p. 12

And in Phase III, the Arbitrator found that the University was wrong in its argument that continued progress toward integration caused the bargaining unit to be "extinguished".

Most of the University's evidence in Phase III was directed to this point. This argument is also unpersuasive.

... Restructuring was not intended to extinguish the mission of the community colleges, but to weave their two year programs into the new, regional universities. The planning for integration after restructuring contemplated a continuation of similar courses and of a bipartite (four parts teaching, one part service) workload for transferred faculty. The goal of restructuring was not to eliminate the bipartite model but to integrate community college courses into a combined curriculum...

Bornstein III Decision and Award p. 54

5. The unit must allow for a vote by those hired after July 1987

An additional issue of concern is that the ACCFT proposal for a successor unit does not allow for a vote by the membership, which would include many new faculty who were hired after the implementation of restructuring in 1987, and who never had any relationship with a community college or with the ACCFT.

Komisar, p. 2, par. 3

This argument was made as part of the University's case before the Arbitrator:

The University also argues that any remedy should be limited to the 260 faculty and others who transferred from the community college system on July 1, 1987.

Bornstein III Decision and Award p. 36

And this argument was rejected:

...I respectfully reject the University's argument that the bargaining unit ceased to exist before the expiration of the contract. I also reject its argument that faculty hired to replace transferred faculty may not properly be viewed as unit members.

Bornstein III Decision and Award p. 58

As the above sections demonstrate the University had the chance to argue each of these points before the Arbitrator, and lost. These issues have already been adjudicated.

It is unconscionable that the University continues to refuse to meet its obligation under law and the collective bargaining agreement to implement the Arbitrator's decision. The agreement provides in Article 4, C, Step 4, 4:

The decision of the Arbitrator shall be accepted in good faith as final by both parties to the grievance, and both will abide by it. The decision of the Arbitrator shall be enforceable as provided by law. The University and the Union agree that all arbitration awards shall be followed fully and immediately. If an arbitration award is questioned, it will nevertheless be complied with, subject to further adjudication.

It is scandalous that the University is so brazen as to claim as justification for its refusal the very arguments which have already been rejected by the Arbitrator. It is clear that the University, armed with an apparently unlimited legal budget, recognizes no boundaries in its attempt to drag this matter from the arena of right to the arena of power.

In concluding his letter, President Komisar accuses the Union of standing in the way of the University's attempts to negotiate with the faculty of Prince William Sound Community College. While it is not germane to the issue of compliance with the Arbitrator's award, and is merely a bald attempt to discredit the Union, it is necessary that I comment. The fact is that every proposal which the University was willing to discuss at the bargaining table necessitated the Union's agreement that the entire bargaining unit consisted only of the faculty at PWSCC. This insistence did, of course, make it impossible for negotiations to be carried on. This was an early example of the lengths to which the University would go in imposing its will on the Union and destroying the bargaining unit. President Komisar's letter is merely the latest example of the University's single-minded purpose.

As this letter makes clear, the President's claim that the University has acted in good faith is simply untrue. The

University continues to take no action to implement the award, except for paying out less than half of the damages which the legislature funded last session. It is shameful that the University has taken no other steps. As Professor Bornstein pointed out in rejecting the University's claim for recoupment of unilaterally granted wages and benefits:

The University was well aware when it withdrew recognition from the Union and repudiated the contract in July 1987 that the Union would challenge its actions. The University took a calculated risk when it withdrew recognition and repudiated the contract, and under the guise of recoupment it cannot insulate itself from the risk and potential liability that it knowingly undertook in 1987.

...In short, the University is not entitled to profit from its contract breaches.

Bornstein III Decision and Award p. 60

By claiming that it cannot identify the unit, by claiming that it cannot see any community of interest, by claiming that integration has wiped out the unit, and by claiming that it must protect faculty with a vote, the University "insulates itself" and "profits" by continuing to claim the right to not recognize the Union and by continuing to repudiate the contract.

The University has not acted in good faith. Good faith demands that honest errors be corrected. The issues in this case have been adjudicated. The University has lost.

It is common, of course, for people convicted of all manner of crimes to continue to plead their innocence. However, these pleadings are given little weight, and cannot be used as a shield against penalties being carried out.

The University's refusal to budge reeks of bad faith. I am including copies of the Decision and Award from both Phase II and Phase III. Anyone who reads the decisions and awards of the arbitrator must, in the interest of justice, demand that the University immediately recognize the Union and reinstate the collective bargaining agreement as ordered.

Thank you for your attention to this matter, and your support for a just end to this dispute.

Sincerely,

Ralph

Ralph McGrath
President,
ACCFT

UNIVERSITY OF ALASKA

March 18, 1992

Representative David Finkelstein
Alaska State House of Representatives
P. O. Box V
Juneau, AK 99811

RE: The University of Alaska and the ACCFT

Dear Representative Finkelstein:

Many questions and concerns have been expressed to me in recent months regarding the University's relationship with the Alaska Community College Federation of Teachers (ACCFT), including the faculty at Prince William Sound Community College in Valdez. I appreciate your request for my views on these issues, and I apologize in advance for the length of this reply. As is usually the case in labor relations, however, the issues are complicated and difficult to explain without a full understanding of the context within which they are taking place. For your information, I have attached a rather lengthy review of the situation following the restructuring of the University of Alaska system that provides a more detailed explanation of the issues facing the ACCFT and the University today (Attachment #A).

Your letter includes a common misunderstanding regarding the Bornstein Arbitrations that is explained in detail in the attached. In summary, however, the Bornstein decision did not conclude with a determination regarding a "successor unit" to that represented by the ACCFT in the pre-restructured University of Alaska system. Bornstein did, however, conclude that the University erred in not recognizing the ACCFT as the bargaining agent for the former community college faculty at the time of restructuring. Your assertion that the university refused to make any changes, "despite this ruling", is not accurate. The Bornstein II decision directed the University and the ACCFT to meet together to determine a "remedy" for the University's actions. Since nearly 2 1/2 years had elapsed since the date of the original Bornstein hearings, and restructuring had continued to evolve during that time, the prior "unit" proved illusive. The University contended that it should be composed of all former community college faculty; the ACCFT contended that it should also include all faculty hired into positions that were formerly budgeted at a community college regardless of what the current workload might be. Since the parties were not able to reach agreement on this issue, and since Bornstein had retained jurisdiction in the matter, we returned to him for settlement of the remedy question.

The Bornstein III decision defined a unit for purposes of the remedy and assessed damages payable to members of that unit (Attachment #2 and #3 describe the award and the status of payments). While the ACCFT contends that this remedy unit should now be considered as the "successor unit" (i.e., no vote), the University contends that this unit has no prospective meaning because there is no common

community of interest. The remedy unit attempted to reconstruct the original, pre-restructuring unit by taking all former members regardless of their current work assignment (i.e., administrative, staff, etc.), and those replacement faculty who were teaching "...courses traditionally taught by former community college faculty on the basis of a bipartite workload". Mr. Bornstein was very careful to limit his findings to the period that ended with the expiration of the contract, March 31, 1989, and he scrupulously avoided taking any position on whether a community of interest exists today. In correspondence responding to a request from the ACCFT for clarification on the issue of a prospective unit definition, Mr. Bornstein indicated that the answer to that question should probably come from the State Labor Relations Agency.

The University and the ACCFT have met several times in an attempt to reach an informal agreement as to a possible successor unit. At the same time, the University has sought the assistance of the State Labor Relations Agency in helping to clarify the question. The ACCFT continues to contend that the remedy unit defined in the Bornstein II arbitration should automatically be accepted as the successor unit, and the University contends that that unit has no community of interest and would present significant academic and administrative problems.

The unit definition that existed prior to restructuring was established by the State Labor Relations Agency and was based on a community of interest for faculty who were employed at a community college. A central issue of concern to the University continues to be that following restructuring, faculty at all the campuses have been integrated with the total University faculty, and the community of interest that once existed is difficult to see today. The faculty at each campus are integrated into academic departments with their colleagues in the regional university structure; the professional environment and obligations have changed; and in many cases, the workload has changed significantly from what it was when the individuals were community college faculty. These issues are particularly dramatic on the Anchorage campus, where faculty from traditional academic disciplines such as history, english, biology, etc., who were formerly teaching in separate institutions to separately enrolled students, are now members of an integrated faculty co-located with their colleagues, and teaching to an integrated student body. The ACCFT version of a bargaining unit would result in the bifurcation of virtually every academic department on the Anchorage campus. From a management standpoint, it is difficult to imagine how a educational institution could be effectively run with this type of collective bargaining situation. An additional issue of concern is that the ACCFT proposal for a successor unit does not allow for a vote by the membership, which would include many new faculty who were hired after the implementation of restructuring in 1987, and who never had any relationship whatsoever with a community college or with the ACCFT.

I agree with you that the "proper steps" are to take this issue to the State Labor Relations Agency, which is why I requested their assistance in May, 1991. The ACCFT argued vehemently in a preliminary hearing against such intervention, but the Agency has agreed to go forward with hearings, and we are awaiting word on a specific date. Subsequent to my request for Agency review, the ACCFT asked for reactivation of an unfair labor practice charge originally filed in 1987 and held in abeyance pending the outcome of the Bornstein arbitration. The motion for reinstatement requests that the Agency essentially adopt the remedy unit defined in the Bornstein II arbitration as the

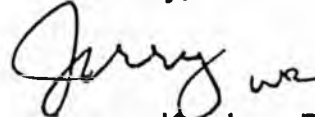
successor unit, and direct that the contract terminated in March of 1989 be extended to the present time. The ACCFT further requests that the Agency assign monetary awards, similar to those assigned by Bornstein, for the period of time from the contract termination to the present.

The University has acted in good faith, and has consistently taken actions that we believe are in the best interests of our faculty and students. While it is still our preference that the University and the ACCFT find a joint solution to the central issue of unit definition without third party intervention, both parties must feel that they have more to gain than to lose if such discussions are to be successful. At this point, it appears that the ACCFT is ambivalent on this question. Given the failure of joint discussions, we will continue to seek the assistance of the State Labor Relations Agency. In collective bargaining, these are the appropriate avenues of resolution.

Although you did not ask specifically about Prince William Sound Community College, I would like to briefly address the particularly perplexing problems that have evolved regarding our ability to properly negotiate a contract with these faculty. From the original implementation date of restructuring, the University has recognized the ACCFT as the appropriate representative for the faculty at PWSCC. The University has attempted to enter into negotiations with the ACCFT on behalf of the faculty to no avail. The ACCFT has consistently refused to bargain with the University relative to these faculty, contending at each encounter that they (the ACCFT) are representing, and bargaining, for a larger unit of approximately 285 unspecified members. Since the University's refuses to negotiate a contract for a group that cannot be defined, and the ACCFT refuses to negotiate for the PWSCC faculty, we have failed to successfully enter into negotiations. I believe that the University has acted in good faith in its efforts to properly negotiate a contract with the PWSCC faculty, and we have gone beyond the requirements of the law in attempting to treat them fairly relative to salary increases that would normally be considered only as a part of a negotiated contract. The University remains ready to enter into full negotiations with the PWSCC at any time.

Again, I appreciate your interest in this issue, and I encourage you to contact me if you have additional questions or concerns.

Sincerely,



Jerome Komisar, President
University of Alaska

CC: Members, Board of Regents
Chancellors Behrend, Wadlow, Lind
Vice Presidents Kauffman, Redman, Rogers, Christianson

AWARD

1. The University is directed to pay damages for dues and agency fees that would have been paid to the Union from July 1, 1987, to March 31, 1989, pursuant to the agency fee and checkoff provisions, less dues or agency fees actually paid by unit members to the Union during this period.

2. The University is directed to reimburse the Union for conference calls among campus representatives held in lieu of monthly meetings between July 1, 1987, and March 31, 1989.

3. The University is directed to pay campus representatives three days' pay for the 1987-1988 academic year and two days' pay for the 1988-1989 academic year year, based on their salaries provided by the contract.

4. The University is directed to pay individuals holding these Union offices the following percentages of salaries due under the contract for the period from July 1, 1987, to March 31, 1989: 40% to the Union President; 10% to the State-wide Grievance Chairperson; 10% to the Union Treasurer; and 10% to the Union's Salary Placement Chairperson.

5. The University is directed to pay unit members additional compensation, if any, due under the contract in excess of compensation actually received for the period from July 1, 1987, to March 31, 1989.

6. The University is directed to pay any unit member who actually participated in the dependent life insurance program immediately prior to July 1, 1987, any benefits that would have

been received if that member had participated in that program until March 31, 1989, less the premiums that would have been paid.

7. The University is directed to pay any unit member for teaching bank credits not already reimbursed.

8. The University is directed to pay accumulated sick leave benefits to any employee or employee's beneficiary entitled to such benefits under the provisions of Article 9.4.B.10, Article 9.4.B.12 during the contract period. The University is further directed to pay any employee who would have been eligible to draw from the Disability Leave Bank compensation for leave denied in violation of Article 9.4.C. during the life of the contract.

9. The University is directed to pay each bargaining unit member the single sum of \$500 for multiple contract violations for the 1987-1988 academic year and an additional single sum of \$500 for multiple contract violations for the 1988-1989 academic year while the contract was in force.

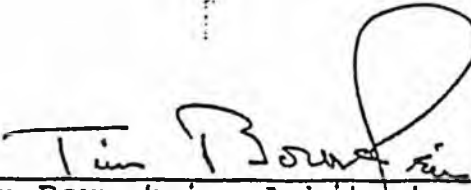
10. The University is directed to notify unit members of their right to request removal of negative performance appraisals or material placed in their personnel files between July 1, 1987, and March 31, 1989.

11. The University is directed to notify unit members terminated between July 1, 1987, and March 31, 1989 -- other than those subject to termination under Article Article 3.4.B -- of their right to challenge such terminations through the grievance procedure and their right to Union representation in processing such grievances.

12. University is directed to return any Union-owned furniture taken from faculty lounges or to reimburse the Union for such furniture at an agreed upon price.

13. I will retain jurisdiction over this proceeding for a period of 90 days from the date of this award during which period either party may request that I (a) reconsider any part of this award, (b) clarify any part of this award, or (c) assist the parties in implementing and complying with this award.

14. Under the terms of Article 4.C, Step 4(5), I hereby allocate the costs of my travel expenses and fees for the nine hearing days in this Phase III proceeding equally between the parties. I hereby allocate the cost of 22 study/writing days that I have devoted to preparing this Decision and Award against the University as "the losing party."


Tim Bornstein, Arbitrator

April 27, 1991



UNIVERSITY OF ALASKA ANCHORAGE

ATTCH.

3890 University Lake Drive
Anchorage, Alaska 99508

PERSONNEL SERVICES

February 12, 1992

To: Bill Kauffman
Vice-President and General Counsel

UNIVERSITY OF ALASKA

FEB 12 1992

From: Steve DeSoer 

GENERAL COUNSEL

Subject: Bornstein Phase III - Award Status Report

Following is a status report of the awards provided for in the Bornstein decision (by award element pg. 86 TB³ Decision):

1. Agency Fees and dues - paid to the ACCFT 10/4/91
TOTAL \$208,263.93
2. Conference Calls - paid to the ACCFT 10/4/91
TOTAL \$4,854.50
3. Compensation to Campus Representatives - paid to individuals
1/24/92 (amended 2/2/92 with adjustments to be paid
2/21/92) (see attached list)
TOTAL \$14,592.71 (with benefits)
4. Compensation to Union Officers - paid to individuals 12/27/91
(amended 2/2/92, with adjustments to be paid 2/21/92)
TOTAL \$66,350.93 (with benefits)
5. Compensation for overload - yet to be determined by
questionnaire evaluation
6. Dependent Life Insurance - no claims submitted
7. Teaching Credit Bank - paid to individuals March 1991
TOTAL \$60,680.03 (with benefits, see attached list)

8. Sick Leave and Disability Leave Bank - yet to be determined by questionnaire evaluation
9. Lump Sum awards - paid to individuals as damages 11/15/91
TOTAL 87-88 - \$129,500.00 (259 faculty @ \$500 ea.)
TOTAL 88-89 - \$120,000.00 (240 faculty @ \$500 ea.)
10. Removal of documents - all individuals notified 7/30/91, no requests submitted (unless included in the questionnaire responses)
11. Access to grievance procedure for terminated faculty - four individuals eligible, two individual requested consideration.
12. Return of Union Owned Property - University and Union have agreed that the University will continue to store the furniture until other issues are resolved.

TB3 ARTICLE 6(A) - Campus Representatives
 COMPENSATION WORKSHEET
 (amended 2/2/92)

Computation Method

- a. Individuals bi-weekly salary in FY 88 & 89 (the bi-weekly salary did not change during those two FYs')
- b. divided by 10 (number of work days in a pay period)
- c. times three days for FY 88 and two days for FY 89 (as specified in Art. 6(a)).

Individual	Bi-weekly Pay	3 days FY 88	2 days FY 89	Total
Joe Connors	2528.80	758.64	505.76	1264.40
Beverly Grogan	1474.40	442.32	N/A (LWOP)	442.32
Phil Slattery	2506.67	752.00	501.33	1253.33
Eric Leegard	2137.60	641.28	427.52	1068.80
Priscilla Schulte	2167.20	650.16	adj. 2/2/92	650.16
Robert Warner	2597.60	adj. 2/2/92	519.52	519.52
William Phillips	2013.60	604.08	407.85	1011.93
(note: his was the only salary that changed from FY88 to FY89)				
Charlotte Hatfield	2433.60	730.08	486.72	1216.80
Chuck Wade	2244.80	673.44	448.96	1122.40
John Rogers	2036.80	611.04	407.36	1018.40
Sam Rogers	2597.60	779.28	519.52	1298.80
Art Schneider	N/A	N/A	N/A	
(note: - he was a faculty member at PWSCC and received appropriate release time under the contract.)				
Radene Schroeder	2668.80	<u>800.64</u>	<u>533.76</u>	<u>1334.40</u>
Salary		7,442.96	4,758.30	12,201.26
Benefits		1,458.82	932.63	2,391.45
		TOTAL		\$14,592.71

**TB3 ARTICLE 6(B) - UNION OFFICERS COMPENSATION
WORKSHEET
(amended 2/2/92)**

Computation Method

- a. Individuals bi-weekly salary in FY 88 & 89 (the bi-weekly salary did not change during those two FYs')
- b. times the number of pay periods
 - 19.4pp for FY 88
 - 16.5pp (8/15/88-3/31/89) for FY 89
- c. times the percentage specified Art. 6(b).

1. President

FY 88-Gerry Park	$\$2212.00 \times 18.0pp \times 40\% = \$15,928.40$
FY 88-Ralph McGrath	$\$2879.20 \times 1.4pp \times 40\% = \$ 1,612.35$
FY 89 Ralph McGrath	$\$2879.20 \times 16.5pp \times 40\% = \$19,002.72$

2. Treasurer

FY 88-John Nelson	$\$2176.00 \times 19.4pp \times 10\% = \$ 4,221.44$
FY 89-John Nelson	$\$2176.00 \times 16.5pp \times 10\% = \$ 3,590.40$

3. Grievance Co-Chairs

FY 88-Ralph McGrath	$\$0$ (per ACCFT ltr. 1/21/92)
-Don Mohr	$\$2457.60 \times 19.4pp \times 10\% = \$ 4,767.74$
FY 89-Ralph McGrath	$\$0$ (per ACCFT ltr. 1/21/92)
-Don Mohr	$\$2457.60 \times 16.5pp \times 10\% = \$ 4,055.04$

4. Salary Placement Co-Chairs

FY 88-Radene Schroeder	$\$2668.80 \times 9.5pp \times 5\% = \$ 1,267.68$
-John Nelson	$\$2176.00 \times 9.5pp \times 5\% = \$ 1,033.60$
FY 89-Gail Renardson	N/A - she is a bargaining unit member at PWSCC and received release time under the contract

	SALARY	\$55,477.37
	BENEFITS	\$10,873.56
TOTAL		\$66,350.93

CREDIT BANK PAYOUTS (APRIL 1991)

Name	Credits	Current Value (FY91 salaries)
Bish, Nancy	1	1,677.82
Connors, Joe	8	13,755.21
Donally, Jim	1	1,505.13
Hoke, Dave	1	2,129.69
Hong, Patti	1	1,519.09
Janis, Sally	.5	1,115.11
Kelley, Laura	3	4,730.74
Koshiyama, Lynn	3	4,588.76
McKay, J. Ellen	1	1,446.75
Miller, Don	3	7,193.66
Pannonc, Mike	2	4,003.42
Selk, Gary	2	3,280.86
Staed, Janet	1	1,634.42
Williams, Charlie	2	3,415.94
TOTAL		51,996.60
BENEFITS(@ 16.7% overload rate)		<u>8,683.43</u>
GRAND TOTAL		\$60,680.03

UNIVERSITY OF ALASKA AND THE ACCFT

BACKGROUND

In response to dramatic declines in state revenue that reduced the University budget by nearly 15%, the Board of Regents implemented an organizational restructuring plan on July 1, 1987. Following many months of discussion and debate as to possible alternatives, the Board implemented a plan that called for the restructuring of the system's three universities and 10 community colleges into three newly organized regional universities. Because it retained required local funding, Prince William Sound Community College in Valdez maintained its separate status as an independent community college. This restructuring resulted in an annual cost savings of nearly \$6 million and included the layoff of dozens of individuals in administrative and staff positions. The overriding principle of the Board of Regents in implementing this plan was to protect the instructional delivery capacity of the University and to maintain the missions inherent in both the university and the community college programs. As a result, no faculty positions were eliminated, the level of course offerings was maintained, and substantial administrative savings were realized.

New mission statements for the three universities were created that recognized the expanded instructional responsibilities of these newly created institutions. New policies and procedures were developed at each university that recognized the integration of the faculties of the former universities and community colleges. Common curriculums were established within each regional university resulting in the elimination of many of the transfer difficulties previously experienced by students moving between the community colleges and the universities.

BORNSTEIN I

Prior to the restructuring of the University of Alaska system the community college and rural education faculty were represented by the ACCFT, while faculty at the university campuses in Anchorage, Fairbanks and Juneau were not represented by any union. The University took the position that the collective bargaining agreement ceased to apply to the transferred faculty at the same time that the community colleges themselves ceased to exist. The ACCFT rejected offers by the University to negotiate concerning the effects of the restructuring and, in fact, directed their members to refuse participation in all discussions and decisions regarding the restructuring process. The ACCFT subsequently contended through a series of grievances that: 1) the University had no right to implement a restructuring plan that eliminated the separate identity of the community colleges, 2) that the University restructuring was the result of "anti-union animus", and 3) the union's representative status and collective bargaining contract should continue into the restructured universities. These issues were placed before Mr. Tim Bornstein for arbitration. A decision on the first two issues, known now as "Bornstein I", occurred in February, 1988,

stating that the Board of Regents had the authority to restructure the University without an obligation to bargain first with the union, and that there was no evidence of "anti-union" animus on the part of the University.

BORNSTEIN II

In August, 1988, Mr. Bornstein held a hearing on the question of whether the ACCFT representation of the former community college faculty should have continued beyond the implementation date of the restructuring. The University argued that after the restructuring the unit definition that had been established within the former collective bargaining agreement no longer existed. The ACCFT argued that the administrative restructuring and elimination of the community colleges did not alter the community of interest and that their representational rights extended into the new organization.

The hearing before Mr. Bornstein was held less than one year following the implementation of the restructuring. The University argued at the time that the restructuring, particularly the integration of faculty who were coming together from different academic cultures, was a process that would take several years to accomplish. At the time of his hearing, the full integration was just beginning. Under the collective bargaining agreement, faculty teaching at the community colleges were restricted primarily to lower division, developmental, vocational and community interest courses; did not hold academic rank; receive tenure; engage in research as a part of their workload; participate in peer review or evaluation; or involve themselves with faculty governance processes. Under the new policies and procedures that were being developed at the time of this initial Bornstein II hearing all of this was changing: revised tenure, promotion and evaluation policies were being written by the combined faculty; new mission statements were being developed by advisory committees; academic programs and departments were being consolidated with faculty from the former community colleges and universities sharing in the development and delivery of courses at all instructional levels; major remodelling and space allocations were being developed in Anchorage that reflected the needs of the integrated faculties; and the curriculum itself was being substantially revised to provide consistent course content and standards at each campus within the regional universities.

In January, 1990, Mr. Bornstein issued a ruling, now referred to as "Bornstein II", that concluded that at the time of his hearing, 18 months earlier, "...the working conditions and interests of the professional employees transferred from the community colleges to the three regional universities have not meaningfully changed", and further, that the university erred when it declined to continue recognition of the ACCFT as the representative of a bargaining unit following the initial restructuring. He directed that the parties meet together to seek a "...suitable remedy for the contractual and statutory violations...". The inordinate length of time taken by Mr. Bornstein to reach a decision in this arbitration created an unusual situation for both the University and the ACCFT. During the 18 months following the initial hearing, the

University proceeded with the evolution of the new institutions and the implementation of policies and procedures for the newly integrated faculty outlined above. While Bornstein could easily identify that a community of interest continued to exist within the university 9 months after the restructuring was initiated, it was far more difficult to determine what it should be in January of 1990 -- nearly 2 1/2 years later.

During the course of the next 9 months, the University and the ACCFT met several times to discuss the "remedy" directed in the Bornstein II decision. In order to determine a remedy for the Universities failure to recognize the ACCFT, it was necessary to identify who should be in the unit. The ACCFT contended that the unit should be composed of all former community college faculty, regardless of where they were in the new institutions (faculty, administrators, etc), and that it should also include all new faculty hired into positions that were formerly budgeted in a community college, regardless of what their new assignment might be. While vocational-technical faculty, the developmental and extended campus faculty continued in many instances to engage in work similar to that performed prior to restructuring, their conditions of employment had changed substantially. Another particular complexity involved the faculty in arts and sciences on the Anchorage campus. Following restructuring, these faculties came together in a way that made the distinction between "community college" and "university" difficult to determine. History 101 is now the same for all students whether they are seeking an associate degree, a baccalaureate, or taking the course for personal enrichment. Furthermore, under the faculty policies implemented at UAA, faculty are provided an option, depending on the teaching and research needs of the department, of selecting a tenure track option that may or may not include a research commitment. As a result, it is impossible to tell, based on workload, who is a "community college type" faculty member and who is not - particularly for faculty hired after the implementation of the restructuring. The union's contention that all positions **and individuals** formerly assigned to the community colleges, regardless of their current assignment, should be in the unit was simply not acceptable to the University. A unit that has no common community of interest makes little sense. The result of this unit would have been to create a bifurcated faculty, where for example, virtually every academic department at the Anchorage campus would have some of the faculty in a union and some not, and further, that this bifurcation would be based not on a common community of interest, but rather on the premise that positions and individuals who were once in a bargaining unit should forever continue in the bargaining unit regardless of their work assignment. From a management standpoint, this construct was and continues to be unworkable.

BORNSTEIN III

Mr. Bornstein retained jurisdiction over the matter in the event that the parties could not reach an agreement, and at the request of the University and the ACCFT, hearings were initiated in November 1990. The issue before Mr. Bornstein was to define a unit for purposes of establishing a remedy in

response to the University's failure to recognize the ACCFT as the bargaining agent for the former community college faculty following restructuring. During these hearings, the ACCFT argued that the contract that existed at the time of restructuring should be unilaterally extended, and that close to \$30,000,000 in awards and damages be made for the University's failure to honor the contract following the implementation of restructuring. The University argued that a full integration of the faculty, while it had not taken place at the time of the initial hearing in July of 1988, was essentially in place prior to the termination of the contract and that the period of time covered by the award should end, at the latest, with the beginning of the fall semester of 1988. The University further argued that if the contract was found to be in effect at any point following restructuring, that it should be applied *in toto*, and that all wages and benefits assigned to faculty outside of the contract provisions should be rescinded. On the issue of unit determination, the ACCFT argued that all new faculty hired to replace former community college faculty should be part of the unit, while the University argued that none of them should be considered because they did not fall into the community of interest defined by the contract itself.

Mr. Bornstein's final decision, known now as the "Bornstein III", received in May, 1991, defines a unit for purposes of the remedy that includes all former community college members and "new faculty hired to teach courses traditionally taught by former community college faculty on the basis of a bipartite workload"¹ Mr. Bornstein rejected most of the ACCFT's claims for damages, and fashioned a financial remedy that addresses itself to specific contract terms and conditions that were not continued following restructuring. The decision rejected the ACCFT position that the contract should be unilaterally extended and rejected the University's argument that the contract, if found to be in effect, should be applied, *in toto*. Instead, Mr. Bornstein's decision directed a compromise by limiting the time frame for awarding damages to the period July 1, 1987 (the implementation of the restructured University) to the expiration of the contract, March 31, 1989. He also concluded that wages and benefits extended by the University outside of the provisions of the collective bargaining agreement could not be rescinded.

In reaching his compromise on the term for awarding damages, Mr. Bornstein rejected the University's claim that a full integration of former community college faculty into the new University was completed prior to the expiration of the contract on March 31, 1989. While he acknowledged that there was movement in that direction, he was not persuaded that there were significant alterations in the working conditions prior to the expiration of the contract. He points out that many of the most significant changes in the working conditions, including the development of new faculty promotion and evaluation criteria, were implemented close to or after the March 31, 1989 contract

¹ Faculty workloads consist of 5 equal parts. A tripartite load is composed of three parts teaching, one part research, and one part public service. A bipartite workload is composed of four parts teaching and one part public service.

expiration date. In his words, "...the ice continued to melt during the 1988-89 academic year, but when the contract expired on March 31, 1989, there was still a large and identifiable block of ice in place."

The legislature appropriated a total of \$1.2 million in FY92 for payment of the award established in the Bornstein III arbitration. This amount was the best estimate that the University and the ACCFT could make as to the potential costs associated with each award element. Copies of Mr. Bornstein's award (Attachment #1) and the status of the pay-out to date (Attachment #2) are included here for your information. As of today, the only element remaining to be determined is the amount due to individuals for various overload payments that were allowed under the collective bargaining agreement. For instance, under the terms of the contract faculty members were eligible to receive additional pay beyond their annual salary for courses taught beyond their normal course load; for days worked beyond the academic year defined in the contract; for class preparation days; for time spent as a substitute for an absent faculty member; for committee assignments, etc. The payment of these individual overloads required that faculty submit documentation prior to payment. This process is nearing completion. Initial estimates are that these payments will be in excess of \$700,000. If additional funds are necessary to pay all aspects of the award, the University will submit a request for a supplemental appropriation as is the case with all state arbitration awards.

PRINCE WILLIAM SOUND COMMUNITY COLLEGE

From the original implementation date of restructuring, the University has recognized the ACCFT as the appropriate representative for the faculty at PWSCC. The University has attempted to enter into negotiations with the ACCFT on behalf of the faculty to no avail. The ACCFT has consistently refused to bargain with the University relative to these faculty, contending at each encounter that are representing, and bargaining, for a larger unit of approximately 285 unspecified members. Since the University refuses to negotiate a contract for a group that cannot be defined, and the ACCFT refuses to negotiate for the PWSCC faculty, we have failed to successfully enter into negotiations.

Our inability to enter into negotiations with the faculty at PWSCC has been especially frustrating. However, the University is obligated to recognize the ACCFT as their rightful agent, and as long as their agent refuses to negotiate on their behalf, it is difficult to see what option exists for us. In an effort to encourage the reopening of negotiation on behalf of the PWSCC faculty, we sent a copy of a new contract proposal to the ACCFT in December, 1991 with copies to each of the PWSCC faculty members. The ACCFT has subsequently filed an Unfair Labor Practice Charge against the University for this action. In a further effort to achieve some level of fairness for the PWSCC faculty, who have not received any salary increases in recent years, the University authorized, with the acceptance of the ACCFT, the payment of salary increases to the

PWSCC faculty at the same level as that received by other University employees during the past three years.

The University remains prepared to enter into full negotiations with the PWSCC faculty at any time.

CURRENT STATUS

The Bornstein arbitrations did not address the issue of whether a collective bargaining relationship continued to exist between the University and the ACCFT following the expiration of the contract in March of 1989. Mr. Bornstein was very careful to limit his findings to the period that ended on March 31, 1989 and he scrupulously avoided taking any position on whether a community of interest exists today. The ACCFT contends the remedy unit defined in the Bornstein II arbitration should automatically be accepted as the "successor unit", (i.e., no vote) for future negotiations. The University contends that the remedy unit has no meaning as a prospective bargaining unit because there is no common community of interest. The unit definition that existed prior to restructuring was established by the State Labor Relations Agency and was based on a community of interest for faculty who were employed at a community college. In correspondence responding to a request from the ACCFT for clarification on the issue of a prospective unit definition, Mr. Bornstein indicated that the answer to that question should probably come from the State Labor Relations Agency. In May of 1991, President Komisar wrote to the State Labor Relations Agency requesting their assistance in clarifying the representative status of the ACCFT and the composition of a bargaining unit that they might determine had a common community of interest. (Attachment #3) In September of 1991, the ACCFT made a motion to the Agency to reinstitute an Unfair Labor Practice charge originally filed in 1987 and held in abeyance pending the outcome of the Bornstein arbitration. The motion for reinstatement requests that the Agency essentially adopt the remedy unit defined in the Bornstein II arbitration as the successor unit, and direct that the contract terminated in March of 1989 be extended to the present time. The ACCFT further requests that the Agency assign additional monetary awards similar to those assigned by Bornstein for the period of time from the contract termination to the present. The Agency has agreed to hear these cases and will begin hearings in the very near future.

At the same time, the University has continued to engage in informal discussions with the ACCFT in an effort to determine whether we can agree on an appropriate bargaining unit without the third party intervention of the State Labor Relations Agency. The University continues to believe that a bargaining unit must represent a group that shares a common community of interest. The ACCFT continues to believe that they have a "right" to all of the individuals and positions that were formerly assigned to the community colleges, regardless of what their current assignments or conditions of employment may be.

A central issue of concern to the University continues to be that following restructuring, faculty at all the campuses have been integrated with the total University faculty, and that the community of interest that once existed is difficult to see today. The faculty at each extended campus are integrated into academic departments with their colleagues in Anchorage, Fairbanks or Juneau, the professional environment and obligations have changed, and in many cases, the workload has changed significantly from what it was when the individuals were community college faculty. These issues are particularly dramatic on the Anchorage campus, where faculty from traditional academic disciplines such as history, english, biology, etc., who were formerly teaching in separate institutions, to separately enrolled students, are now members of an integrated faculty co-located with their colleagues, and teaching to an integrated student body. The ACCFT version of a bargaining unit would result in the bifurcation of virtually every academic department. From a management standpoint, it is difficult to imagine how a educational institution could be effectively run with this type of collective bargaining situation. An additional issue of concern is that the ACCFT proposal for a successor unit does not allow for a vote by the membership, which would include many new faculty who were hired after the implementation of restructuring in 1987, and who never had any relationship whatsoever with a community college or with the ACCFT.

While it is still our preference that the University and the ACCFT find a joint solution to the central issue of unit definition without the intervention of the State Labor Relations Agency, both parties must feel that they have more to gain than to lose if such discussions are to be successful. At this point it appears that the ACCFT is ambivalent on this question. The University is attempting to resolve the issue through negotiations and failing that, we will seek the assistance of the the State Labor Relations Agency. In collective bargaining, these are the appropriate avenues of resolution.

HOUSE LABOR AND COMMERCE COMMITTEE

ALASKA STATE LEGISLATURE

P.O. BOX Y, JUNEAU 99811

(907) 465-3892



MEMORANDUM

April 1, 1992

To: Rep. Pat Carney, Co-Chair
Rep. Georgianna Lincoln, Co-Chair
House Health, Education, and Social Services Committee

From: Rep. David Finkelstein, Chair 
House Labor and Commerce Committee

I would like to request scheduling of HCR 55, a resolution relating to the labor problems at the University of Alaska.

Since the 1987 merging of the community colleges into the University of Alaska system, there has been a dispute between the community college teachers and the University about the bargaining rights of the Alaska Community College Federation of Teachers (ACCFT). The matter has been to arbitration three times, yet the University and the ACCFT have not settled their differences.

A hearing on HCR 55 will allow both sides to come to the table and present their case as to why the University and the ACCFT have not yet resolved their differences. I would find it very educational to be able to ask questions of both sides at the same time.

Thank you.

Sponsor Statement

April 6, 1992

Representative David Finkelstein
House of Representatives
Seventeenth Legislature, 2nd Session

Dear Representative Finkelstein:

This letter is in support of HOUSE CONCURRENT RESOLUTION NO. 55. We want the university to immediately stop spending funds and energies on unnecessary labor difficulties and get on with their guarantee that they would preserve the community college mission.

We are outraged at the behavior of the university since the 1987 merger of the community college system with the University of Alaska. The activities of the university administration have not been in the best interest of our students or its employees.

We have watched for almost five years as our local budget has been raided over and over again to cover "University" shortfalls. We have seen employee morale plummet to an all time low as the university struggles to unsuccessfully internally "reorganize" itself in order to accommodate institutions with vastly different missions. We have watched as the community college mission and programs in southwest Alaska have disappeared.

We have lost control of the educational direction of our institution and we want it back. We want all activities that distract from the delivery of quality education to our region to cease.

Sincerely,

Georgiana Wade, Registrar

Uma J. Ponce, Clerk Steno

Jili Mangum, Associate Professor of Business Education (1976-92)

John Smith, Associate Professor, UAF

Phil J. Maintenance

Cecilia R. Nantz, Assistant Professor

Vicki Keele, Coordinator Partners in Employment

Rosemary Malovich, Computer Lab Coordinator

John B. Charli, Media Technician

cc Representative Ivan
Senator Hoffman

Page two of signatures in support of HOUSE CONCURRENT RESOLUTION NO. 55.

Bridget Kline, Student Services Coordinator
Charles Wade, Associate Professor, Business Education (1977-92)
Grene Venes, Financial Aid Clerk
Aerese Sumpster, Community Education Coord.
~~Cynthia Simpson~~ Susan, Coordinator, Instructional Support

cc Representative Ivan
Senator Hoffman

April 7, 1992

Honorable members of the House and Legislators:

I am writing to you today to urge your support for HCR 55. I was an ACCFT bargaining unit member employed at Islands Community College in Sitka from 1985-1988 in the capacity of instructor. I moved to Sitka from Seattle after selling my home and liquidating my marine repair business. Having worked seasonally in the fishing industry in Bristol Bay for 15 years, it had been a dream to move north to live year round.

I applied myself to my new job and set about to bring new courses and materials to students not only in Sitka but many of the surrounding communities. I also provided classes at Mt. Edgecumbe School. My classes were well received and my evaluations positive.

After a year and a half of teaching and with the "re-organization" of the community college system fast becoming a reality, I was advised by the college president that, being the only faculty member without a masters degree, it might be a good time for me to apply for a leave of absence to further my education. This I did and was granted a leave without pay. The leave supposedly guaranteed my position in Sitka. Three months prior to the end of my leave I was informed by the University that upon my return I would be given a terminal appointment of one year. Two weeks before my return to Sitka, I was informed that my appointment was to be in Juneau NOT Sitka and further that if I couldn't be in Juneau by the specified date it would constitute a voluntary resignation. Being in Washington state with my wife and two small children and having to move to Juneau with two weeks notice there was absolutely no way I could respond. I ask for a little more time and was told "sorry." As I "voluntarily" resigned I was denied compensation for my move out of Alaska even though the University had paid for my move in.

I have filed a grievance with the University of Alaska, but to date have been unsuccessful in compelling the University to even so much as acknowledge the existence of the grievance, let alone have a fair hearing on the matter. It is my hope that in your support of HCR 55 you will encourage the University to end its legal maneuvering and abide by the remedies set forth in the Bornstein arbitration. The continuing antics on the part of the University to delay a resolution do nothing more than waste financial resources and damage the credibility of the University.

On my behalf, I ask only that the University abide by the tenets of the collective bargaining agreement which I and my fellow ACCFT members signed in good faith.

Sincerely


Roy C. Robinson

April 8, 1992

Mr. David Finkelstein:

Thank you very much for your consistent support of HCR 55, which addresses long-term labor relations problems within the University of Alaska Statewide System. Apparently, the Board of Regents needs the "encouragement" of our State Legislature in order to fulfill its legal and moral obligations.

Thank you also for realizing that HB 549 in no way would serve the interests of any employee or employee group in any unit of the University of Alaska. The administrative adjudication provisions of the Administrative Procedure Act are absolutely necessary to insure that U of A remains accountable for its actions towards all workers, from file clerks to faculty members to deans.

Sincerely yours,

Guy M. Liston

Guy M. Liston

Life-long Alaskan and UAA Alumnus
5000 Kenai Avenue
Anchorage, Alaska 99508

Letters of Support



Alaska State Legislature

Please enter into the record my testimony to the House HESS
committee name

committee on Resolution HERS, dated April 9, 1992
bill/subject

I'm sorry that I was unable to stay long enough to testify today, but I had a class to teach at 10:30.

I am an Associate Professor of Anthropology - Sociology at the UAS Ketchikan Campus. I had hoped to testify in favor of this resolution. From a teachers point of view the University's failure to resolve these issues is a tremendous drain in our energies as well as funds. Furthermore, many issues pertaining to program planning, teaching assignments and teacher evaluation have become confused due to the

Signed: _____

Testifier

Representing (Optional)

Address

Phone No.



Alaska State Legislature

Please enter into the record my testimony to the _____ committee name

committee on _____, dated _____ bill/subject

failure of the University to address employee issues. The vocational/technical faculty are hardest hit because they fit the University Professor Research Teaching model the least. However, all teaching faculty have difficulty fitting into this University Professor model in terms of work assignments & evaluation. This confusion is counterproductive and needs to be resolved.

Signed: Paulla Schutte Paulla Schutte
Testifier

Representing (Optional)

P.O. Box 5721 Ketchikan

Address

225-7349

Phone No.



Jerome B. Komisar
President

UNIVERSITY OF ALASKA STATEWIDE SYSTEM

202 BUTROVICH BLDG.
FAIRBANKS, ALASKA 99775-5560
PHONE: 474-7311
FAX: 474-7570

May 21, 1991

Alaska Labor Relations Agency
Alaska Department of Labor
3301 Eagle Street
Suite 208
P.O. Box 107026
Anchorage, Alaska 99510-7026

Dear Members of the Labor Relations Agency:

In the face of an ongoing dispute involving the University of Alaska and a union claiming to represent a number of its employees, I am writing to seek the expertise of your Agency in resolving the associated issues. To better understand the questions, some background is in order.

Almost four years ago the University of Alaska implemented a comprehensive restructuring of the University. This realignment, which included the consolidation of the former community colleges (with the sole exception of Prince William Sound Community College) with the four-year campuses, was necessitated by an unprecedented fiscal crisis triggered by the drastic drop in oil prices. As a part of the restructuring, the University of Alaska offered the former community college faculty the opportunity to transfer to the restructured four-year campuses and become an integrated part of the faculty of those comprehensive universities. This offer was accepted.

At that time the union representing the community college faculty filed two grievances. The first dealt with the obligation of the University to negotiate its decision to restructure and gain approval from the union before restructuring. Eventually, arbitrator Tim Bornstein opined that no such obligation existed. The second grievance of the Alaska Community Colleges' Federation of Teachers, Local 2404, focused on the effect on the bargaining unit of the integration of the former community college faculty into the four-year campuses. In August, 1988, Arbitrator Bornstein considered that question, but did not decide it until January, 1990. All the while, the University was continuing to integrate the former community college teachers with their new university counterparts by including them in tenure, promotion and sabbatical leave processes; providing compensation increases on the same basis as other faculty; rearranging or moving offices to provide for cohesive departmental units; expanding teaching assignments to the full range of academic offerings; and revising faculty governance processes to include the new faculty. In his January, 1990, Award, Arbitrator Bornstein concluded that the bargaining unit had transferred "largely in tact (sic)" as of July 1, 1987, and ordered the parties to negotiate a remedy for the

UNIVERSITY OF ALASKA

Alaska Labor Relations Agency
May 21, 1991
Page 2

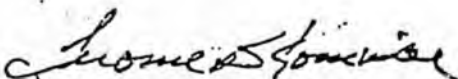
University's failure to recognize the union as the continuing representative of the transferred community college faculty. No agreement having been reached, Mr. Bornstein took nine days of testimony in November, 1990 and January, 1991 on the question of an appropriate remedy and issued his most recent award on April 27, 1991. That Award, which is presently being implemented, clarifies the obligations of the University to the union until March 31, 1989, which was the expiration date of the Collective Bargaining Agreement between the University and the union. Because of the integration of the faculty into the larger component of the four-year campuses, the composition of the unit was central to the matter before Arbitrator Bornstein. While he defined the unit for purposes of the remedy in a very generic sense, he at the same time acknowledged that incremental changes were continually occurring in the work environment of the former community college faculty, thus continuing the "gradual melting of the community college bargaining unit as a 'block of ice'".

Since March, 1989, there has been even more "melting" of the ice. In fact, it is the University's judgment that contemporaneous with the ending of the contract, any separately identifiable community of interest among the former community college teachers ceased to exist, with the single exception of Prince William Sound Community College. Because of the fact that the union has steadfastly refused to accept the University's perspective, I am writing to request the assistance of the Labor Relations Agency in guiding us to a resolution of this long-standing dispute.

While I am not sure as to the exact process to be employed, the University requests that the Labor Relations Agency review this matter and determine that the only remaining residual of the community college bargaining unit is at Prince William Sound Community College. If the Agency determines that I am wrong in this contention and finds the existence of a distinct, identifiable community of interest within the larger population of faculty, then I seek your assistance in ordering an election so that those faculty can express their will concerning the issue of representation.

I recognize that this request for assistance may compel extraordinary relief by the Agency, but this is an extraordinary problem for the University occasioned by extraordinary circumstances.

Very truly yours,



Jerome B. Komisar
President

JBK
(781)

cc: Ralph McGrath, President, ACCFT
Members, Board of Regents

Post-It™ brand fax transmittal memo 7671 # of pages 1

To <i>Sen. Pat Pouchot</i>	From <i>Brian Rogers</i>
Co.	Co. <i>University of Alaska</i>
Dept.	Phone # <i>474-7448</i>
Fax # <i>465-2069</i>	Fax # <i>474-5140</i>

UNIVERSITY OF ALASKA RESTRUCTURING-RELATED LEGAL FEES AND COSTS

Case Name	Vendor	FY-87	FY-88	FY-89	FY-90	FY-91	FY-92	TOTAL	
Arbitration/Restructuring Grievance	Timothy Bornstein	0.00	4414.00	0.00	8720.00	21532.00	0.00	34666.00	3
Bornstein I (Reorganization Grievance)	Owens & Turner	34334.45	2011.12	0.00	0.00	0.00	0.00	36345.57	1
Bornstein II (Rules/Parking Lot)	Owens & Turner	0.00	4220.80	41440.55	24164.94	0.00	0.00	69826.29	3
Bornstein III (Remedy)	Owens & Turner	0.00	0.00	0.00	47930.77	152972.97	6100.43	207004.17	3
Carlson v. UA	Ashburn & Mason	0.00	5426.99	30925.89	57934.57	0.00	0.00	94287.45	2
Carlson v. UA (Appeal)	Ashburn & Mason	0.00	0.00	0.00	849.25	5982.24	0.00	6831.49	2
Community College Coalition v. UA	Gross & Burke	40823.47	67814.08	12855.39	780.12	0.00	0.00	122273.06	1
Community College Coalition v. UA	Owens & Turner	51207.73	35297.78	6122.52	3567.42	0.00	0.00	96195.30	1
Ketchikan School District v. UA	Gross & Burke	8009.01	0.00	0.00	0.00	0.00	0.00	8009.01	1
Kingry v. UA	Baily & Mason	0.00	668.23	0.00	0.00	0.00	0.00	668.23	2
Mohr/McGrath v. UA	Owens & Turner	0.00	1124.50	69680.25	12360.27	7018.25	19200.74	109384.01	3
Morris, Littell & Phlaum v. UA	Ashburn & Mason	0.00	318.75	15971.01	11009.50	0.00	0.00	27299.26	2
Reorganization Disputes	Owens & Turner	0.00	0.00	3811.84	0.00	0.00	0.00	3811.84	2
Reorganization ULPC	Owens & Turner	0.00	7407.48	62.75	0.00	1195.04	3915.77	12581.04	3
University of Alaska v. McAlpine	Gross & Burke	0.00	34576.75	10072.61	0.00	0.00	0.00	44649.36	1
University Reorganization	Owens & Turner	39671.10	2310.28	1938.09	0.00	0.00	0.00	43919.47	1
Zuelsdorf v. UA	Gail Ballou	0.00	8054.00	11140.35	6622.40	8561.68	4712.99	39091.42	1
Totals		174045.61	173644.76	204021.25	173939.24	197262.18	33929.93	956842.97	

- 1- Litigation involving Board's authority to restructure - \$351,391.77
- 2- Non-AFT related restructuring issues - \$132,398.27
- 3- AFT initiated grievance/arbitration - \$433,461.51

THE FOLLOWING DOCUMENTS MAY NOT FILM
LEGIBLY BECAUSE OF THE POOR QUALITY OF
THE ORIGINAL

AGENCY: UNIVERSITY OF ALASKA
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: STATEWIDE PROGRAMS & SERVICES
 SUB-PROGRAM: STATEWIDE SERVICES

LEG. FIN.

* * * * * GOV AMD ANALYSIS * * * * *

OBJECT GROUP	VARIATION		DESCRIPTION: GOV AMD (\$12,967.5) VERSUS FY90AUTH (\$12,356.6)
1 PERS. SERV.	374.7	6.4%	
2 TRAVEL	32.0	8.5%	
3 CONTRACTUAL	21.1	0.4%	
4 COMMODITIES	-40.1	-10.6%	
5 EQUIPMENT	7.3	70.9%	
7 GRANTS, CLMS	300.0	100.0%	
8 MISC.	-84.1	-13.1%	
* TOTALS	610.9	4.9%	

* * * * * SENATE ANALYSIS * * * * *

OBJECT GROUP	VARIATION		DESCRIPTION: SENATE (\$12,538.1) VERSUS GOV AMD (\$12,967.5)
1 PERS. SERV.	-48.4	-0.8%	REDUCE INDUSTRIAL HYGIENIST <\$28.4> GF, ELIMINATE STUDENT ASSESSMENT PROJECT <\$20.0> GF.
2 TRAVEL	-20.0	-4.9%	REDUCE INDUSTRIAL HYGIENIST <\$5.0> GF, ELIMINATE STUDENT ASSESSMENT PROJECT <\$15.0> GF.
3 CONTRACTUAL	-50.0	-1.0%	REDUCE FEDERAL SINGLE AUDIT <\$30.0> GF, REDUCE INDUSTRIAL HYGIENIST <\$10.0> GF, ELIMINATE STUDENT ASSESSMENT PROJECT <\$10.0> GF.
4 COMMODITIES	-6.0	-1.8%	REDUCE INDUSTRIAL HYGIENIST <\$1.0> GF, ELIMINATE STUDENT ASSESSMENT PROJECT <\$5.0> GF.
5 EQUIPMENT	-5.0	-28.4%	REDUCE INDUSTRIAL HYGIENIST <\$5.0> GF.
7 GRANTS, CLMS	-300.0	-100.0%	ELIMINATE TUITION WAIVERS <\$300.0> GF.
* TOTALS	-429.4	-3.3%	

THE \$300.0 FOR TUITION WAIVERS HAS BEEN REDISTRIBUTED TO THE FOLLOWING COMPONENTS: KUSKOKWIM \$75.0, ANCHORAGE \$70.0, JUNEAU \$65.0, FAIRBANKS \$90.0.

LEGISLATIVE INTENT:

IT IS THE INTENT OF THE LEGISLATURE THAT THE UNIVERSITY OF ALASKA SEEK A SUPPLEMENTAL REQUEST TO FUND ALL COSTS ASSOCIATED WITH THE IMPLEMENTATION OF THE BORNSTEIN ARBITRATION BETWEEN THE UNIVERSITY AND THE ALASKA COMMUNITY COLLEGE FEDERATION OF TEACHERS (ACFT). FOR ALL COSTS ASSOCIATED WITH THE NEGOTIATION AND IMPLEMENTATION OF ALL SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE UNIVERSITY AND THE ACFT.

LEGISLATIVE INTENT:

IT IS THE INTENT OF THE LEGISLATURE TO AGGRESSIVELY PURSUE RESOLUTION TO THE CONTINUED PROBLEM OF NON-TRANSFERABILITY OF COURSES AND CREDITS BETWEEN UNIVERSITY CAMPUSES OF THE STATEWIDE UNIVERSITY OF ALASKA SYSTEM. THE NEW PRESIDENT AND THE BOARD OF REGENTS SHOULD DIRECT THE CHANCELLORS AND DEANS TO ATTAIN THIS GOAL IN AN EXPEDITIOUS MANNER. THE UNIVERSITY SHOULD PREPARE A REPORT OF THEIR PROGRESS CONCERNING THIS ISSUE TO THE LEGISLATURE BY FEBRUARY 1, 1991.

University of Alaska Restructuring-Related Legal Fees and Costs

Case Name	Vendor	FY87	FY88	FY89	FY90	FY91	FY92	Total
Arbitration/Restructuring Grievance	Timothy Bornstein	0.00	4,414.00	0.00	8,720.00	21,532.00	0.00	34,666.00
Bornstein I (Reorganization Grievance)	Owens & Turner	34,334.45	2,011.12	0.00	0.00	0.00	0.00	36,345.57
Bornstein II (Rules/Parking Lot)	Owens & Turner	0.00	4,220.80	41,440.55	24,164.94	0.00	0.00	69,826.29
Bornstein III (Remedy)	Owens & Turner	0.00	0.00	0.00	47,930.77	152,972.97	6,100.43	207,004.17
Carlson v UA	Ashburn & Mason	0.00	5,426.99	30,925.89	57,934.57	0.00	0.00	94,287.45
Carlson v UA (Appeal)	Ashburn & Mason	0.00	0.00	0.00	849.25	5,982.24	0.00	6,831.49
Community College Coalition v UA	Gross & Burke	40,823.47	67,814.08	12,855.39	780.12	0.00	0.00	122,273.06
Community College Coalition v UA	Owens & Turner	51,207.58	35,297.78	6,122.52	3,567.42	0.00	0.00	96,195.30
Ketchikan School District v UA	Gross & Burke	8,009.01	0.00	0.00	0.00	0.00	0.00	8,009.01
Kingry v UA	Baily & Mason	0.00	668.23	0.00	0.00	0.00	0.00	668.23
Mohr/McGrath v UA	Owens & Turner	0.00	1,124.50	69,680.25	12,360.27	7,018.25	19,200.74	109,384.01
Morris, Littell & Phlaum v UA	Ashburn & Mason	0.00	318.75	15,971.01	11,009.50	0.00	0.00	27,299.26
Reorganization Disputes	Owens & Turner	0.00	0.00	3,811.84	0.00	0.00	0.00	3,811.84
Reorganizations ULPC	Owens & Turner	0.00	7,407.48	62.75	0.00	1,195.04	3,915.77	12,581.04
University of Alaska v McAlpine	Gross & Burke	0.00	34,576.75	10,072.61	0.00	0.00	0.00	44,649.36
University Reorganization	Owens & Turner	39,671.10	2,310.28	1,938.09	0.00	0.00	0.00	43,919.47
Zuelsdorf v UA	Gail Ballou	0.00	8,054.00	11,140.35	6,622.40	8,561.68	4,712.99	39,091.42
								0.00
TOTALS		174,045.61	173,644.76	204,021.25	173,939.24	197,262.18	33,929.93	956,842.97

(PAID ADVERTISEMENT)

YOU HAVE THE RIGHT TO KNOW !

1. STUDENTS HAVE THE RIGHT TO KNOW why tuition, activity fees and lab fees keep increasing at the University of Alaska.
2. STUDENTS HAVE THE RIGHT TO KNOW why too few sections of required classes are offered every semester at the University of Alaska.
3. STUDENTS HAVE THE RIGHT TO KNOW why so many important classes are either cancelled or changed to "self-support" (just another form of tuition increase) every semester at the University of Alaska.

PERHAPS IT'S BECAUSE...

1. THE UNIVERSITY OF ALASKA MISMANAGES ITS FUNDS. Over \$956,000 has been paid to external private attorneys who lose nearly every one of the University's cases! (See below).
2. THE UNIVERSITY OF ALASKA CONTINUES TO PAY THESE LAW FIRMS. One firm alone, Owens and Turner, has been paid over \$579,067.69!
3. THE UNIVERSITY OF ALASKA PAYS OUTSIDE FIRMS WHILE MAINTAINING INSIDE STAFF. While all these expenses have occurred, the University has also employed up to three staff attorneys and their clerical support teams!

READ THE UNIVERSITY'S OWN DOCUMENT FOR YOURSELF!

UNIVERSITY OF ALASKA RESTRUCTURING RELATED LEGAL FEES AND COSTS

Case Name	Vendor	FY-87	FY-88	FY-89	FY-90	FY-91	FY-92	TOTAL
Arbitration/ Restructuring Grievance	Timothy Bornstein	0.00	4,414.00	0	8,720.00	21,532.00	0	34,666.00
Bornstein I (Reorganization Grievance)	Owens & Turner	34,334.45	2,011.12	0	0	0	0	36,345.57
Bornstein II (Rules/Parking Lot)	Owens & Turner	0	4,220.80	41,440.55	24,164.94	0	0	69,826.29
Bornstein III (Remedy)	Owens & Turner	0	0	0	47,930.77	152,972.97	6,100.43	207,004.17
Carlson v. UA	Ashburn & Mason	0	5,426.99	30,926.89	57,934.67	0	0	94,287.45
Carlson v. UA (Appeal)	Ashburn & Mason	0	0	0	849.25	5,982.24	0	6,831.49
Community College Coalition v. UA	Gross & Burke	40,823.47	67,814.08	12,855.39	780.12	0	0	122,273.06
Community College Coalition v. UA	Owens & Turner	51,207.58	35,297.78	6,122.52	3,567.42	0	0	96,195.30
Ketchikan School District v. UA	Gross & Burke	8,009.01	0	0	0	0	0	8,009.01
Kingry v. UAA	Rally & Mason	0	668.23	0.00	0	0	0	668.23
Mohr/McGrath v. UA	Owens & Turner	0	1,124.50	69,880.25	12,360.27	7,018.25	19,200.74	109,384.01
Morris, Little and Phlaum v. UA	Ashburn & Mason	0	318.75	15,971.01	11,009.50	0	0	27,299.26
Reorganization Disputes	Owens & Turner	0	0	3,811.84	0	0	0	3,811.84
Reorganization ULPC	Owens & Turner	0	7,407.48	62.75	0	1,195.04	3,915.77	12,581.04
University of Alaska v. McAlpine	Gross & Burke	0	34,576.75	10,072.81	0	0	0	44,649.36
University Reorganization	Owens & Turner	39,871.10	2,310.28	1,938.09	0	0	0	43,919.47
Zuelchert v. UA	Gar Balkou	0	8,854.00	11,140.35	6,622.40	6,561.68	4,712.99	33,091.42
Totals		174,045.61	173,844.76	204,021.25	173,938.24	197,262.18	33,929.93	956,842.97

WHAT DOES THIS MEAN TO YOU AND OTHER STUDENTS?

1. \$956,000 = 310 Classes denied to students!
2. \$956,000 = 19,000 library books not purchased!
3. \$956,000 = 15 new full-time faculty members not hired to teach students!

WE BELIEVE STUDENTS HAVE THE RIGHT TO KNOW HOW THE UNIVERSITY OF ALASKA IS MISMANAGING ITS MONEY!

WE BELIEVE THE UNIVERSITY SHOULD SPEND ITS MONEY FOR ADDITIONAL CLASSES, BOOKS AND FACULTY!

If you believe its time to change the way the University conducts its business, let them know.

THIS AD WAS SPONSORED BY THE ANCHORAGE CENTRAL LABOR COUNCIL.

House Concurrent Resolution No. 55

A Resolution

Relating to labor problems at the University of Alaska

We the undersigned urge the Board of Regents of the University of Alaska

1. Immediately implement the arbitration award made by Professor Bornstein.
2. Cease and desist funding spurious litigation directed at avoiding the arbitrated awards.
3. Conduct negotiations in good faith with ACCPT 2404 to reach both a remedy and a successor collective bargaining contract.
4. Comply with legislative intent regarding preservation of the Community College mission, budget and identity.

Walt Peterson Instructions 4-4-92

Ray Ann Loyal Assoc. Prof 4.4.92

[Handwritten signature]

4/2/92

[Handwritten signature]

4/3/92

Paul Gimmann

4-3-92

Jim Waters

4-3-92

From University of AK Fairbanks

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Nike Andrews

J. C. Wingfield

Don K. Swanner

John F. Allen

Billie Lewis

Joe J. Thomas

Mitt Behr

Richard Leonard

Joe [unclear]

From University of AK Fairbanks

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Brigid Cammack 3040 Riverview Fbks 99707
Margaret R. Buechner 2249 King Rd. Fbks 99707
Eugene [Signature] Box 22067 FAIR. 99707
Charles [Signature] P.O. Box 81453 Fairbanks 99708
Charles D. Dyer 1578 Drake Street, Fairbanks, AK 99709

From University of AK Fairbanks