

Revised 7/11/22

Some proposed monetary changes include a larger increase in the across the board (ATB) increases in FY24 and FY25, from 2.5% to 2.75% and 2% to 2.5% respectively, allowing for retroactive raises, increased salary minimums (doubling the increase from the BAFO), removal of the eligibility requirement for receiving ATB increases, and removal of the "no retroactivity" clause which would create an opportunity for ATB increases in FY23 with legislative appropriation.

Some proposed non-monetary concessions include increased notice periods for non-tenure track term faculty and adding training to the list of considerations for outside activities that are required to perform academic duties for the university.

The university and the United Academics AAUP/AFT Local 4996 (UNAC) union began negotiations on August 30, 2021.

Yes. The Collective Bargaining Agreement has 22 articles, and the negotiation teams for UA and UNAC tentatively agreed (TA'd) on 14 of them, covering important issues such as processes involving (a) UNAC's collection of dues, (b) release time for UNAC members and connecting prospective members with the union, (c) resolution of disputes, (d) personnel files, (e) management rights, and (g) scheduled meetings between the union and university.

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There has been a significant difference in compensation. UNAC's compensation proposals have included lump sum payments, market and equity adjustments, in addition to large across the boards (ATBs), and have totaled more than four times UA's Best and Final Offer (BAFO) from May 16th, 2022.

UA and UNAC also differed on eight articles including (a) a simple clarification to an endorsement of AAUP documents regarding Academic Freedom, Tenure, and Collegiality, which says, "The endorsement of these documents shall be understood as informing the

The parties were at deadlock as of April 25 and agreed to Federal mediation. Unfortunately, by mid-May mediation had not resulted in an agreement or altered the parties' positions on significant issues. That is the legal definition of labor impasse.

No. In contrast with the Alaska Railroad or municipal school districts, state law applicable to the university does not require either agreement by the parties or a finding by a mediator or the Alaska Labor Relations Agency that the parties are at impasse. In accordance with labor law, the university has implemented its BAFO, which has been on the table since April 25.

President Pitney sought Board of Regents (BOR) authority to (a) "implement" the TA'd articles and UA's BAFO, and (b) seek legislative appropriations for the financial terms in the BAFO. The BOR authorized President Pitney to implement, which she did on May 16, 2022.

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Once impasse was reached, the parties had choices to make. The University chose to implement its Best and Final Offer (including TA'd Articles) as is its right. Declaring impasse provided an opportunity to seek legislative appropriation for the monetary terms of the CBA this calendar year. The appropriation process can only move forward if there are official contract terms in place, so UA decided to implement its Best and Final Offer at that time. If the university did not implement, there was little chance for any faculty raises during 2022 since a special session on budget is unlikely. Consistent with President Pitney's stated goal of providing raises to faculty, implementation provided the only opportunity to provide pay raises this year.

This means UA will apply the terms of its BAFO, including the TA'd articles, as the terms and conditions of employment for the next three years, or until a full agreement can be reached. The caveat is that changes in monetary terms are not in effect until appropriated by the legislature.

Bargaining unit members and their supervisors should use the terms in UA's Best and Final Offer (BAFO) and the TA'd Articles. A comprehensive document with the 2022-2024 University of Alaska Best and Final Offer Collective Bargaining Terms is available on the [UA Labor Relations UNAC Faculty website](#).

No, UA's Best and Final Offer (BAFO) contains no take-backs. In fact, the BAFO includes improvements in non-monetary and monetary terms, including raises and an increase in the pension wage base.

If you look at the terms of the BAFO, it becomes apparent that faculty terms and conditions are improved (all changes are shown as redline). The [UA Best and Final Offer Collective](#)



UA could only be required to reallocate to pay monetary terms if the Legislature includes appropriation language for monetary terms but provides no new funding for those terms, or the governor vetoes UA funding.

reappointment could cause serious harm to self-funded research functions, this requirement would likely result in increased turnover in these positions. Term faculty are not tenure track or tenured, thus UA offers no guarantee of continued employment the appointment term ends. During the term, the appointment can only be ended on specified contractual grounds, including cause. While renewal is not guaranteed, as already provided for in past CBAs and the current UA Best and Final Offer, term faculty can be considered for appointments ranging from one to five years when program needs and funding support extended terms. UA also incorporated into its BAFO a provision calling for consideration of multi-year appointments if backed by full grant or contract salary funding.

No. The university can only introduce a supplemental budget request when the Legislature is in session. The university cannot force a special session on its budget, nor can it force consideration of monetary terms, as was demonstrated by the legislature not considering the BAFO before the end of their regular session in May. A special session to consider UA's supplemental request is very unlikely.

Not at all. UNAC's proposals contained over 190 separate changes to the previous CBA, impacting over 120 different provisions. That many changes required significant time for UNAC to present and for UA to consider thoroughly. UNAC's lack of any sense of urgency, and preferred style of negotiation, i.e., to repeatedly debate every proposal and counterproposal, also contributed to the slow pace of negotiations. UA provided a comprehensive proposal, including compensation, on February 7, 2022. UNAC responded on February 21.

UA was willing to start mediation on March 23 and responded affirmatively to UNAC's suggestion to pursue mediation. UNAC, however, then declined to mediate and wanted to continue negotiating. With talks stalled, UA provided its best and final offer on April 25. UNAC agreed to voluntary mediation at that point.

Yes. In fact, the parties have returned to mediation beginning June 20, 2022. The university is hopeful that mediation sessions will result in an agreed upon CBA.

Because use for parental leave would create a retroactive taxable event for long-past donors. The IRS has ruled that sick leave donations to an employer "bank" are taxable to the unless the use is limited to "medical emergencies" /serious health conditions.

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continues to be limited to serious health conditions to comply with the IRS ruling. Allowing the use of parental leave would create retroactively taxable events for each individual who donated the leave.