

# **COLLECTIVE BARGAINING AGREEMENT**

between the

**University of Alaska**

and

**Alaska Graduate Workers Association**

July 1, 2024 – December 31, 2026

COLLECTIVE BARGAINING AGREEMENT

between the

UNIVERSITY OF ALASKA

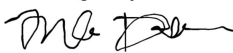
and the

ALASKA GRADUATE WORKERS ASSOCIATION

July 1, 2024 - December 31, 2026

For the University of Alaska:

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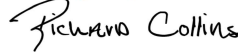
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## **ARTICLE 1**

### ***Agreement and Duration***

This Agreement is made and entered into this first day of July 2024, by and between the University of Alaska ("University"), and the Alaska Graduate Workers Association ("AGWA/UAW" and/or "Union").

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon Union ratification, approval by the University Board of Regents in accordance with Policy 02.01.050., and Policy 04.11.020.B, and Department of Administration approval as required by AS 23.40.212(b), and ending on December 31, 2026.

The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the one-hundred and twentieth (120th) day immediately preceding the termination date of the Agreement.

The monetary terms of this Agreement are not effective until funds are appropriated by the legislature pursuant to AS 23.40.215.

## **ARTICLE 2**

### ***Management and Academic Rights***

- 2.1 Except as specifically limited by law or this Agreement, the University reserves all rights and privileges heretofore exercised by the University or granted to it by law. Examples of management and academic rights reserved to the University include the right to:
- a. enact and modify policies or regulations for the governance of the University;
  - b. appoint officers, administrators, supervisors, and other employees who are not bargaining unit members;
  - c. establish and modify policies and procedures in support of the educational, research, and service missions of the University;
  - d. establish and direct programs of instruction at the University;
  - e. declare and respond to financial exigency;
  - f. administer the University;
  - g. select, direct, set the number, assign, and evaluate bargaining unit members;
  - h. adopt and enforce work rules and regulations applicable to bargaining unit members;
  - i. provide and utilize technology in areas including, but not limited to, distance education;
  - j. determine the organizational structure of the University;
  - k. set and determine performance and productivity standards;
  - l. establish, modify, reduce, or eliminate positions consistent with terms of this Agreement, programs, departments, colleges, schools, centers, or other units of the University;
  - m. transfer bargaining unit members across academic programs, departments, colleges, schools, centers, geographic locations, or other units of the University;
  - n. discipline bargaining unit members, including but not limited to coaching or other corrective action, to comply with appropriate federal or state law or the terms of this Agreement;
  - o. establish and administer procedures, rules and regulations, and direct and control University operations, including the subcontracting of all or any portion of any operations;
  - p. determine or modify any processes and criteria by which bargaining unit members' performance is evaluated;
  - q. establish and require bargaining unit members to observe applicable University rules and regulations;

- r. establish or modify the academic calendars, including holidays and holiday scheduling;
- s. assign work locations;
- t. schedule hours of work;
- u. determine who is taught, what is taught, how such content is taught, where applicable, and who delivers the instruction;
- v. determine in its sole discretion all matters relating to admissions and appointments, admission standards, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress;
- w. establish tuition, fees, and charges;
- x. determine matters involving financial aid where applicable, including, but not limited to, recipients of financial aid and the terms of financial aid;
- y. decide matters related to research methodology and materials where applicable;
- z. decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
- aa. exercise sole authority on all decisions involving academic matters, and academic standards.

2.2 The University's exercise or failure to exercise any right, prerogative, responsibility, or function hereby reserved to management shall not be considered a waiver of the University's right to exercise such right, prerogative, responsibility or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 3**

### ***Union Rights***

- 3.1 Within fifteen (15) days of the start of each semester, the Union shall provide the University with a list of names, official addresses, and phone numbers of all the duly certified officers and representatives, and will make good faith efforts to maintain that list's currency.
- 3.2 **Union Access**
- Union representatives shall be permitted to conduct union business in and at University facilities only if such activities do not interfere with the professional responsibilities of bargaining unit members or with University operations.
- No bargaining unit member shall engage in any Union activities while on working time, including the distribution of literature.
- 3.3 Union representatives may use their university email account in accordance with applicable University policy regarding electronic mail/electronic communications.
- 3.4 Upon request, the University will provide two (2) unfurnished offices for use by the Union – one (1) office at the UAF campus and one (1) office at the UAA campus. The Union will enter into a lease agreement with the University governing the terms of the lease and will reimburse the University for the office space at the University's prevailing lease rates.
- 3.5 Subject to and consistent with the Family Educational Rights and Privacy Act (FERPA), the University shall provide a list of current bargaining unit members to the Union every biweekly pay period. The list shall include name (including preferred names as available), address, phone number (if available), University e-mail address, assignment date, job title, position control number, ECLS code, department and MAU. The University shall make a good faith effort to provide accurate bargaining unit member lists. The Union will make a good faith effort to timely inform the University of inaccuracies in bargaining unit member lists.
- 3.6 Following ratification and approval by the parties, the University shall provide a link to the Agreement on the Labor & Employee Relations website.
- 3.7 The Union will be allowed to attend and participate in campus-wide graduate student worker orientations. The University will make a good faith effort to provide the Union with reasonable and adequate notice of such orientations. Nothing shall be construed as prohibiting voluntary Union attendance at department-wide graduate student orientations.



- 3.8 The Union may access and use the University's meeting facilities for union business with bargaining unit members on the same basis as other non-University organizations at each campus.
- 3.9 The University shall provide to the bargaining unit member (a) notice that the bargaining unit member is in the bargaining unit represented by AGWA; and (b) an electronic copy of the Union Membership Election/Dues Deduction Form to each new bargaining unit member with their letter of appointment. Bargaining unit members will be instructed to submit any completed forms to the Union via the contact information included on the form(s).

## **ARTICLE 4**

### ***Union Security***

4.1 Bargaining unit members who are appointed to a position covered by this Agreement, and who receive compensation in the form of wages, may elect to join the Union and pay membership dues and fees.

Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.

4.2 Upon notification from the Union of a bargaining unit member's written authorization, the University shall deduct Union dues from each paycheck, and remit, to the Union, the same together with a list of names of the bargaining unit members from whom deductions were made, including the University ID number, amount of dues, and gross wages. The University shall transmit this data in electronic format.

4.3 The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than ten (10) working days prior to the implementation of a new deadline.

4.4 The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to AGWA within fifteen (15) working days following each pay period in which deductions are made.

The University shall remit the amount collected to the Union Treasurer at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care.

4.5 The Union shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with deducting dues and providing lists referenced in this Article. The University shall deduct such charges from the dues service amounts it remits to the Union.

4.6 Deduction authorizations shall terminate 180 days after the expiration of the collective bargaining agreement on December 31, 2026, or any extension thereof, unless revoked before that date by a bargaining unit member as addressed above, or unless extended by express mutual written agreement of the parties.

4.7 In the event of claims, demands, suits, or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article, the Union shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.

**ARTICLE 5**  
***Job Postings***

- 5.1 The parties recognize that the University has discretion over who is hired as a Graduate Student Employee, the qualifications for Graduate Student Employee positions, and the methods used to make such hiring decisions.
- 5.2 The parties also acknowledge that Graduate Student Employee appointments may be made without posting, including appointments to fulfill a commitment of support made to a Graduate Student Employee, and through departmental assignment, in connection with advising relationships with faculty members, or through arrangements made between departments.
- 5.3 The University recruitment website may be utilized to post positions not filled as stated in 5.2 of this Article. The positions posted on the University recruitment website will include necessary and legally required information.
- 5.4 Nothing in this Article will prohibit an employing unit from advertising or filling an available position in a manner other than the University recruitment website.

## **ARTICLE 6**

### ***Appointments***

- 6.1 Appointments for bargaining unit members shall be offered at the sole discretion of the University and shall not be subject to the grievance resolution process provided in this Agreement. Appointments shall be for at least one (1) semester unless funding or course needs require a shorter appointment period.

Appointments shall be presented in the form of a written letter or notice 30 days prior to the beginning of the work assignment (or as soon as practicable after the appointment is offered), which will include the following information to the extent known at the time of offer: position offered, a general description of the job duties, FTE, salary, information about the applicable collective bargaining agreement, and effective dates of the appointment, as applicable. Bargaining unit members are encouraged to work with supervisors regarding timesheet obligations. Such notices shall be transmitted electronically.

Appointments shall not create or carry any right or expectation of additional future appointments or of any other term or condition of employment not expressly provided in this Agreement.

Bargaining unit member terms of student employment will follow University of Alaska Board of Regents Policy and University Policy Regulation 09.05, and the applicable University academic catalog requirements, and other applicable policies, as may be amended from time to time.

An individual must be enrolled as a graduate student and in good standing to hold an appointment.

- 6.2 During the academic year, the average workweek for a bargaining unit member is intended to be no more than twenty (20) hours over the course of a semester with the emphasis placed on meeting the responsibilities assigned to the position. The average workweek for appointments greater or less than 50% FTE is intended to be adjusted in accordance with the change in FTE. In the summer or over winter break, when authorized, a bargaining unit member may work up to forty (40) hours a week. Specific hours worked each week will fluctuate for some bargaining unit members due to the nature of their work. Required work schedules must be reasonable and related to the assigned job duties.
- 6.3 Bargaining unit members are encouraged to informally resolve any concerns about the hours worked/scheduled to be worked with their supervisor.
- 6.4 When available, bargaining unit members shall be offered appointments of 25% to 50% full time equivalent (FTE).

## **ARTICLE 7**

### ***Discipline and Discharge***

- 7.1 Decisions about academic standing or dismissal from an academic program shall be at the University's sole discretion, and shall not be subject to the grievance resolution process provided in this Agreement.
- 7.2 The discipline or discharge of a bargaining unit member that results from conduct that relates to the job performance of the bargaining unit member, (including but not limited to absenteeism; lateness; failure to adhere to stated course or research deadlines; failure to aid in the preparation of course or research materials; failure to hold sections, labs, or office hours; failure to grade, failure to perform assigned lab duties, willful abandonment of teaching or research assignments; etc.) shall be only for just cause.
- 7.3 For purposes of this Agreement, discharge means termination of an appointment before it would otherwise have ended but does not include non-appointment or non-reappointment of an individual, termination at the conclusion of a research or teaching appointment, or termination resulting from a loss of funding with 14 days written notice. Failure to provide notice shall not result in continuation of appointment. All such decisions shall be at the University's sole discretion, and shall not be subject to grievance or arbitration.
- 7.4 When possible, before a discipline or discharge for reasons described in 7.2, a meeting will be held with the bargaining unit member and their supervisor. The bargaining unit member may request to have Union representation present at the meeting.
- 7.5 The University will promptly notify the bargaining unit member and the Union in writing of the issuance of discipline.
- 7.6 If the Union desires to contest a discipline or discharge, it shall give written notice thereof to the University within ten (10) working days from the date of receipt of notice of discharge or discipline. In such event, the dispute shall be submitted and determined under the Resolution of Disputes procedure in this Agreement, commencing at Step 3 of the process.

## **ARTICLE 8**

### ***Intellectual Property***

#### 8.1 Purpose and Superseding Obligations

- a. The purpose of the University of Alaska is the discovery and dissemination of knowledge, an essential part of which is stimulating the production of intellectual property by bargaining unit members. The public interest and learning are best served by creating an environment in which creative effort and innovation can be encouraged, supported, and rewarded, while retaining for the public, the University, and its learning communities reasonable rights in, access to, and use of intellectual property created with University support. To accomplish these purposes this article allocates rights between bargaining unit members and the University of Alaska in varying degrees as may be appropriate or required under the circumstances.
- b. The provisions of this article are subject to and limited by federal and state law, pre-existing obligations to collaborators, or in related grants, contracts, or other agreements with organizations other than the University of Alaska. The bargaining unit member and the University shall execute all documents required to effectuate these allocations of rights.

#### 8.2 Definitions

The following definitions shall apply in Article 8:

- a. "Intellectual Property" refers to products of the human intellect that have commercial value and that receive legal protection. Typically, intellectual property encompasses creative works, products, processes, imagery, inventions and services and is protected by patent, copyright, trademark, or trade secret law. This article addresses "works" and "inventions" as intellectual property that may be created by bargaining unit members.
- b. A "work" is any original work of authorship that is fixed in any tangible medium of expression and which is copyrightable under federal copyright laws. Examples of materials which may be works include but are not limited to fiction or non-fiction literature, poetry, diagrams, graphic designs, motion pictures, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, recorded lectures and presentations, musical or dramatic compositions, choreography, pictorial or graphic works, sculptural works, syllabi, assignments, tests, and other instructional materials whether in physical or electronic form and traditional academic works, such as journal articles, textbooks, and monographs.
- c. An "invention" is anything that is patentable under U.S. federal patent laws. Examples of inventions may include a new, nonobvious, and useful discovery, invention, process (including computer programs), machine, instructional material, composition of matter, article of manufacture, know-how, design, model,

technological development, strain, variety, culture of any organism, or portion, modification, translation, improvement or extension of these items.

- d. "University supported" shall mean works and inventions which are produced with the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University. University support does not include use of University facilities or resources that are available commonly to the general public. Examples of such University-supported works include syllabi and other course materials. Ownership of such works shall fall under section 8.3(a)(2) discussed below.
- e. "University sponsored" shall mean works and inventions which are specifically commissioned by the University and identified as such by a written agreement signed by the University and the bargaining unit member; funded by such means as a specified course release or overload payment which designates the product as University sponsored; or which are funded in whole or in part by a third-party grant or contract.
- f. "Net proceeds" are the gross receipts derived from trademarks, materials, inventions, discoveries and/or intellectual properties, including but not limited to, rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the University and the bargaining unit member in connection therewith. Such costs include but are not limited to all direct costs and expenses, apportioned indirect costs and expenses, costs and expenses of obtaining, securing and protecting patents, copyrights and trademarks, marketing costs, and all attorney's fees. Gross receipts do not include tuition and fees and research funding received by the University of Alaska.
- g. "Independent efforts" are works or inventions made in the course of independent efforts of the bargaining unit member. The ideas for these works or inventions came from the bargaining unit member; the work or invention was not University supported as defined herein.

### 8.3 Works

#### a. Ownership, Rights, and Responsibilities

##### 1. Independent Efforts

A work made in the course of independent efforts is the property of the bargaining unit member who has the right to determine the disposition of such work and net proceeds derived from such work. Bargaining unit members are solely responsible for works created through independent efforts. Independent efforts remain subject to the requirements and prohibitions of the Alaska Executive Branch Ethics Act.

##### 2. University-Supported Efforts

The bargaining unit member shall retain ownership and control of University supported work produced by the bargaining unit member. Such work shall not

be used in a manner which conflicts with the interests of the University. The University and the bargaining unit member shall share the net proceeds from supported works according to the 8.3(c). The bargaining unit member shall not commit any act which would tend to defeat the University's interest in the work and shall take any necessary steps to protect such interest. The University reserves the right to use all supported works on a royalty free basis.

3. University-Sponsored Efforts

If the work was sponsored by the University, the University retains all rights and net proceeds, unless a written agreement between the bargaining unit member and the University, reached prior to the start of work and approved by the president or designee, provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; collaborator rights; consultation rights; compensation with respect to requested revisions; and nonexclusive use of the sponsored work by the bargaining unit member for educational purposes while employed at the University.

b. Disclosure of Works/University Review

1. A bargaining unit member shall fully disclose a work with commercial value prior to sharing it in a publication or otherwise with the public. The bargaining unit member shall disclose to the president or designee and the MAU's technology transfer office. Further in accordance with the terms of this Agreement, the bargaining unit member hereby assigns and shall complete all documents necessary to assign rights to the University for such University-Supported or University-Sponsored works.
2. Following disclosure, the president or designee, will inform the bargaining unit member whether the University disclaims an interest in the work as a sponsored, supported or independent work. The bargaining unit member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the University has an interest. Disclaimer of interest as a University sponsored work does not limit the author/creator's obligations to disclose and share proceeds from supported works per the terms of this article.

c. Distribution of Net Proceeds from Works

Subject to the provisions of this article, the net proceeds from works shall be allocated between the bargaining unit member or bargaining unit member's heirs, successors or assigns and the University in accordance with the schedule in effect at the time of disclosure or pursuant to a written agreement negotiated between the bargaining unit member and the president or designee prior to start of work. The current schedule is provided below.



Total Net Royalty or Revenue per work	Author/Creator's Distribution	University's Distribution
First \$10,000	100%	0
Subsequent net royalty or revenue	50%	50%

- d. A bargaining unit member who terminates employment with the University retains all rights and obligations, such as sharing of net proceeds, to works as provided in this article unless otherwise governed by a written agreement between the University and the bargaining unit member. The terms of the Collective Bargaining Agreement in effect at the time of disclosure shall govern the distribution of net proceeds (royalties) between the University and the former bargaining unit member.

#### 8.4 Inventions

##### a. Ownership, Rights, and Responsibilities

###### 1. Independent Efforts

An invention made in the course of independent efforts is the property of the bargaining unit member, who has the right to determine the disposition of such work and net proceeds derived from such work. The bargaining unit member and the president, or designee, may agree that the patent for such invention be pursued by the University and the proceeds shared.

###### 2. University-Supported Efforts

An invention made using University support is the property of the University. The bargaining unit member shall share in the net proceeds therefrom according to Article 8.4(d). The bargaining unit member shall not commit any act which would tend to defeat the University's interest in the invention and shall take any necessary steps to protect such interest.

###### 3. University Sponsored Efforts

If the University sponsored the effort leading to the invention, the University retains all rights and net proceeds, unless a written agreement between the bargaining unit member and the University provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; licensing rights; and marketing and commercialization plans.

##### b. Disclosure of all Inventions/University Review

1. A bargaining unit member shall fully disclose an invention prior to sharing it in a publication or otherwise with the public. The bargaining unit member shall

disclose to the president or designee and the MAU's technology transfer office. Further, in accordance with the terms of this Agreement, the bargaining unit member hereby assigns and shall complete all documents necessary to assign rights to the University for such University-Supported or University-Sponsored inventions.

2. The president, or designee, shall conduct an investigation that shall assess the respective equities of the bargaining unit member and the University in the invention and determine its importance and the extent to which the University should be involved in its protection, development and promotion. If the University determines not to disclaim its interest, it will provide the bargaining unit member with a written plan for the protection, development and promotion of the invention as soon as is practicable.
3. Upon the University disclaiming its interest or rights in the invention, the president, or designee, shall inform the bargaining unit member of the University's decision regarding ownership of the invention and the University's legal rights thereto.
4. The University and the bargaining unit member shall execute a written statement reflecting the distribution of net proceeds set forth in Article 8.4(d).

c. Release of Rights

1. The president or designee may elect to disclaim the University's interest in an invention at any point. In the event of a disclaimer, the University will facilitate a bargaining unit member's efforts to obtain prompt determinations on the part of interested parties regarding their exercise or release of rights with respect to the invention. If all interested parties also release or disclaim interests, the University shall transfer any rights it has in the invention to the bargaining unit member. Unless otherwise agreed in writing by the president or designee, in the event of such a transfer, the costs incurred by the University or on its behalf shall be assessed against the future revenues received by the bargaining unit member. In addition, unless otherwise agreed, the University will be entitled to twelve point five percent (12.5 %) of net proceeds, and the invention shall be available royalty-free for University use.
2. If the University offers or sells a patent to an invention or other rights to an invention, the agreement with the third party purchaser shall incorporate the provisions of this article regarding the bargaining unit member's share of the net proceeds unless a written agreement signed by the bargaining unit member specifies otherwise.

d. Distribution of Net Proceeds from Inventions

Subject to the provisions of this article, the University agrees, for and in consideration of patent rights, to pay annually to the bargaining unit member, the bargaining unit member's heirs, successors or assigns, a royalty share of the net proceeds, received by the University for each patent or other intellectual property

right assigned to the University according to the schedule in effect at the time of disclosure or pursuant to a written agreement negotiated between the bargaining unit member and the president or designee prior to start of work. The current schedule is provided below.

Total Net Royalty or Revenue per invention	Inventor’s Distribution	University’s Distribution
First \$10,000	100%	0
Subsequent net royalty or revenue	50%	50%

- e. A bargaining unit member who terminates employment with the University retains all rights and obligations, such as net proceeds, to inventions as provided in this article, unless otherwise governed by a written agreement between the University and the bargaining unit member. The terms of the Collective Bargaining Agreement in effect at the time of disclosure shall govern the distribution of net proceeds (royalties) between the University and the former bargaining unit member.

8.5 Outside Activity and Intellectual Property

Outside activities are subject to the requirements and prohibitions of the Alaska Executive Branch Ethics Act, including advance disclosure of outside employment and activities, and use of information or opportunities learned of in the course of official duties. See Article 12.8 of the Agreement.

Before a bargaining unit member enters a contract that requires the bargaining unit member to waive the bargaining unit member's or University's rights to any work or inventions which arise during the course of such outside activity, the contract must be disclosed to and approved by the president, or designee.

A bargaining unit member who proposes to engage in such outside activity shall furnish a copy of this article and the University's patent policy to the outside employer prior or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

**ARTICLE 9**  
***Salary***

9.1 Bargaining unit members will participate in direct deposit of net pay into a US-based bank. Using electronic means, the University will deposit net pay and other reimbursements into employee-designated financial accounts.

9.2 **Salary Minimums**

During the term of this Agreement, the following salary minimums will apply to eligible bargaining unit members during their Appointments. Consistent with the term of this Agreement, these salary minimums are effective from the beginning of the first full payroll period in July 2024. Nothing precludes the University from providing compensation to an employee at rates above those required in the Article in its sole discretion. If the university raises rates at its sole discretion, such raises shall not be subject to a union grievance.

Fiscal Year 2025 Minimums:

Minimums	UAA	UAF	UAS
Master’s student	\$24.50/hourly equivalent	\$24.50/hourly equivalent	\$24.50/hourly equivalent
PhD student	\$29.00/hourly equivalent	\$29.00/hourly equivalent	\$29.00/hourly equivalent

Effective the first full payroll period in July 2024, each bargaining unit member will receive an increase to their current salary to either the above applicable minimum rate or two point five percent (2.5%), whichever is higher.

Fiscal Year 2026 Minimums:

Minimums	
Master’s student	\$25.17/hourly equivalent
PhD student	\$29.80/hourly equivalent

Fiscal Year 2027 Minimums:

Minimums	
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Master's student	\$25.67/hourly equivalent
PhD student	\$30.40/hourly equivalent

9.2.1 Beginning in the first full payroll period in July of each subsequent year of the agreement, if the base salary exceeds the applicable salary minimum, the base salary shall increase by the following:

- a. In Fiscal Year 2026 eligible bargaining unit members will receive an increase to their current salary of two point seven five percent (2.75%).
- b. In Fiscal Year 2027 eligible bargaining unit members will receive an increase to their current salary of two percent (2.0%).

9.3 Bargaining unit members who are in Student Assistant 1 or Student Assistant 2 positions (e.g. SN/ST), and who are included in the bargaining unit, shall be paid according to the following table:

Fiscal Year 2025 Minimums:

Minimums	
Student Assistant 1	\$17.50/hour
Student Assistant 2	\$18.50/hour

9.4 The University will seek an appropriation for an adjustment to the across the board compensation increase for bargaining unit members equal to the percentage by which a request for an appropriation for an across the board compensation increase for University of Alaska employees outside the AGWA bargaining unit exceeds the across the board increases set forth in this agreement for Fiscal Year 2025, Fiscal Year 2026, or Fiscal Year 2027. The request will be calculated based on the fiscal year of the contract for which the request arises and is limited to across the board increases. For example, if, during the term of this agreement, the University sought an appropriation for a three percent (3%) across the board increase for non-bargaining unit members for Fiscal Year 2026 of this agreement, the University would also request an additional one-quarter percent (0.25%) increase for bargaining unit members for Fiscal Year 2026.

There are no one-time lump sum payments included in this contract. However, the University will seek an appropriation for any across the board one-time lump sum payments for bargaining unit members equal to the dollar amount per employee by which a request for an appropriation for an across the board one-time lump sum payment for University of Alaska employees outside the AGWA bargaining unit is made during the term of this agreement.

9.5 To the extent any such requests are rejected, barred, or not otherwise paid or appropriated by the Legislature, the University shall have no obligation under this provision.

**ARTICLE 10**  
***Personnel Files***

- 10.1 The University maintains a personnel file for each bargaining unit member who is an employee of the University. Upon request, the bargaining unit member shall be informed as to the location of the personnel file. The University of Alaska shall not include material in the bargaining unit member's official personnel files unless the source is identified and there is a record of the date on which the material was placed in the file.
- 10.2 Bargaining unit members shall have the right to examine their personnel file at any time during normal business hours and shall have the right to receive a copy of their official personnel file upon submission of advance written request to the Campus Academic Administration or University of Alaska Human Resources Office.
- 10.3 A Union representative, having written authorization from the bargaining unit member concerned, and subject to the University's duty to provide for the security of the records, may examine and copy the official personnel file of that bargaining unit member.
- 10.4 The bargaining unit member shall have the right to request removal or correction of materials believed by the bargaining unit member to be inaccurate from their personnel files, attach a concise written statement in response to any item in the files, and/or seek removal of material proven inaccurate from the files.
- 10.5 Confidentiality of personnel files will follow University of Alaska Board of Regents Policy P04.01.062 as may be amended from time to time.
- 10.6 If a disciplinary action or delinquency in job performance is reduced to writing by the appropriate administrator, the document shall be signed, dated, placed in the bargaining unit member's official personnel file and a copy provided to the bargaining unit member. The bargaining unit member shall sign in writing to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. The right to challenge the action is limited to placement of the bargaining unit member's response in the file.
- 10.7 No items, except for anonymous material, may be removed from the bargaining unit member's official personnel file without the express written authorization of the bargaining unit member, except for brief inspection or copying.

## **ARTICLE 11**

### ***Personnel Benefits***

#### 11.1 Healthcare

11.1.1 Benefits and applicable cost-sharing terms of the 2023/24 and 2024/25 graduate student assistant health insurance plans shall be provided to eligible bargaining unit members in 2025/26. Choice of available health insurance plans will be at the sole discretion of the University.

11.1.2 The parties may discuss aspects of the current bargaining unit member health insurance plans including but not limited to experience/utilization, benefits, cost-sharing, provider networks, or plan administration during union-management committee meetings.

11.1.3 In the Fall semester of 2025, the parties jointly agree to reopen Article 11.1 (Healthcare) and propose changes, including but not limited to benefits, cost-sharing, plan eligibility, or the provider network, to the following year's bargaining unit member health insurance plan.

#### 11.2 Retirement

Bargaining unit members who are employees of the University and who receive compensation in the form of W-2 wages shall be eligible to participate in retirement plans which are available for part-time employees and are within the University's control. The terms of those Plans, as they exist now, or may be amended, will apply. Information concerning eligible retirement plans may be found in the benefits section of the University's Human Resources webpage.

#### 11.3 Tuition and Fee Benefits

Tuition benefits will be provided to eligible bargaining unit members for the duration of their appointment, maintained at current levels. Bargaining unit members who do not receive a fee waiver will receive at least a 100% waiver towards consolidated and infrastructure fees for each semester of active appointment. The University may provide additional tuition and/or fee benefits at its sole discretion. Late fees will be waived unless they result from action or inaction of a bargaining unit member.

#### 11.4 Professional Development

The University and Union agree that bargaining unit members may be afforded opportunities for professional development. Nothing in this Agreement will preclude the University from providing or enhancing professional development opportunities for bargaining unit members.

#### 11.5 Observed Holidays

The following holidays are observed by the University:



- New Year’s Day (plus one day before or after as specified by the President)
- Martin Luther King Jr. Day in Celebration of Alaska Civil Rights (third Monday in January)
- Day of Spring Recess
- Memorial Day
- Independence Day (plus one day before or after as specified by the President)
- Labor Day
- Fall Break and the day immediately following
- Christmas Day (plus one day before or after as specified by the President)

Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday. Religious holidays may be observed by bargaining unit members as leave without pay. Advance approval must be obtained from the bargaining unit member’s supervisor, or designee.

Holidays may be changed at the discretion of the University.

#### 11.6 Jury Duty

A bargaining unit member shall not have any reduction of stipend or pay due to jury duty service, or if subpoenaed to serve as a witness in a legal proceeding in which the bargaining unit member is not a party to the dispute.

#### 11.7 Family Leave

All eligible bargaining unit members may take up to three (3) weeks of unpaid leave from an active appointment as parental leave or to care for their own serious health condition or that of a family member, the birth, adoption, or fostering of a child. To be eligible for family leave, a bargaining unit member must be on a current appointment or have been on an appointment in the semester immediately prior to the leave of absence with the expectation of returning to an active appointment. Employing units will not intentionally decrease or terminate the assistantship of a bargaining unit member seeking family leave as a means of reducing the bargaining unit member’s access to family leave.

#### 11.8 Scheduled Time Off

Supervisors must make reasonable efforts to allow bargaining unit members to arrange their work schedule allowing for sixteen (16) hours of scheduled time off per semester, taking into account the university’s business needs. Bargaining unit members with appointments for less than one semester shall not receive scheduled time off. When possible, a request for scheduled time off must be made in writing and sufficiently in advance of the schedule change to allow for planning for the absence. The supervisor will respond to the request for scheduled time off within a reasonable timeframe. Such requests shall not be unreasonably denied. This language does not limit a supervisor’s ability to permit additional schedule adjustments. Scheduled time off not taken within the term of the bargaining unit member’s appointment will be forfeited.

## 11.9 Shower Access

For an eligible bargaining unit member who is employed and physically assigned to the University of Alaska Fairbanks Troth Yeddha' campus, UA will extend campus shower access for the bargaining unit member and their dependent family and maintain current campus shower access where available including between academic year appointments. Bargaining unit members shall be notified of interruptions to shower access as soon as practicable.

## **ARTICLE 12**

### ***Working Conditions***

#### 12.1 Nondiscrimination

12.1.1 Neither the University nor the Union shall discriminate on the basis of Union related activity.

12.1.2 A bargaining unit member shall have the right to use the Board of Regents Policy (i.e. P.01.02.020 Nondiscrimination, P01.02.025 Discrimination, P01.04 Sex and Gender-Based Discrimination Under Title IX) and University Regulation, or any external administrative agency dispute procedures should an allegation regarding legally prohibited discrimination arise.

#### 12.2 Professional and Ethical Standards

The University and the Union are committed to maintaining accepted standards of civility and professionalism.

All University employees have a responsibility to maintain high standards of professional and ethical performance and conduct.

#### 12.3 Preferred Name and Pronoun Usage

The parties recognize the importance of using a bargaining unit member's preferred name and pronouns. As the University's data management systems evolve, priority will be placed on integrating this information across University platforms.

#### 12.4 Health and Safety

12.4.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, the prevention of accidents, and response to national or local health crises, are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees at all university facilities, following applicable requirements. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall participate in all required safety and accident prevention programs and trainings. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no bargaining unit member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

12.4.2 Any bargaining unit member who is injured or who is involved in an accident during the course of employment, no matter how slight the injury, shall file an accident report with their supervisor or designee or designated reporting system, prior to the end of the workday or as soon as possible after the injury or accident.

- 12.4.3 The University agrees to assess any unsafe or unhealthy working conditions in a timely manner and will take remedial actions it determines to be appropriate. Results of such assessments shall be reported to the bargaining unit member(s) who reported the conditions and to the Union.
- 12.4.4 The University will make available to bargaining unit members all information required by local, state, and federal law dealing with occupational safety and health. The University will make available to bargaining unit members information regarding national or local health crises that may impact the University workplace.
- 12.4.5 The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. Bargaining unit members agree to use such equipment properly and as directed by the University to prevent injury and accidents.
- 12.5 Training
- Bargaining unit members shall participate in all University required training (e.g., FERPA, Title IX, emergency response).
- Bargaining unit members shall receive University-required training necessary to complete their job duties, within the bargaining unit member's work week expectations, at no additional cost to the bargaining unit member.
- 12.6 Workspace and Technology
- 12.6.1 When practicable, the University will strive to make available access to workspace, desk space, facilities, equipment, materials, internet access, distribution of business mail in the normal manner, and other network services required to perform assigned job duties. This section is not intended to take the place of a remote work agreement. A bargaining unit member who is required and authorized to purchase materials, equipment, or services must do so in compliance with University procurement procedures.
- 12.6.2 If there is a need to move a bargaining unit member's work location or substantially alter their workspace, the affected bargaining unit member shall be notified as soon as practicable. If a bargaining unit member is expected to resume use of their original workspace, they will be notified as soon as practicable.
- 12.7 Assignments Requiring Travel or Use of Personal Vehicle
- 12.7.1 Bargaining unit members who are required and authorized to travel as part of their job duties will be reimbursed in accordance with applicable provisions of University Policies and Regulations, including mileage (when applicable), as may be amended.
- 12.7.2 Bargaining unit members assigned to non-routine activities shall be given verbal or written notice as soon as practicable.
- 12.8 Outside Activities

- 12.8.1 Bargaining unit members may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a bargaining unit member by the Office of Human Resources.
- 12.8.2 Outside activities means work or activities which are not within the scope of the appointment of the bargaining unit member. It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the employee's regular University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services.

**ARTICLE 13**  
***No Strike/No Lockout***

The parties agree that there shall be no strikes or lockouts during the term of this Agreement.

**ARTICLE 14**  
***Severability***

In the event any provision of this Agreement is held to be illegal, void, or invalid, in whole or in part by any court or administrative agency having competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as if the illegal, void, or invalid matter had never been incorporated in this Agreement.

**ARTICLE 15**  
***Totality of the Agreement***

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the University, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.



## **ARTICLE 16**

### ***Recognition***

In accordance with ALRA Case 23-1784-RC, the University recognizes the ALASKA GRADUATE WORKERS ASSOCIATION (AGWA)/UAW (“Union”) as the sole and exclusive representative for members of the bargaining unit described below.

All employees of the University of Alaska in the following categories who are enrolled in graduate academic programs:

- Graduate Assistants, including Teaching Assistants, Research Assistants, Service Assistants, and Engagement Assistants (ECLS Codes: GT and GN)
- Student Assistants (ECLS Codes: SN and ST)
- Fellows

Excluded from the bargaining unit are any individuals included in another bargaining unit; all undergraduate student employees; supervisors; confidential employees; guards; all other employees of the University.

The parties agree and understand that individuals included in this unit are individuals enrolled in graduate programs who hold the following positions:

(1) Graduate Assistant (ECLS Code GN/GT):

- GRAD ASST RESEARCH
- GRAD ASST TEACHING

(2) Student Assistant (ECLS Code SN/ST):

- GRAD SERVICE ASST
- STUDENT ASSISTANT
- STUDENT ASSISTANT: WS
- STUDENT ASSISTANT 1
- STUDENT ASSISTANT 1: WS
- STUDENT ASSISTANT 2
- STUDENT ASSISTANT 2: FWS
- STUDENT ASSISTANT 2: W
- STUDENT ASSISTANT 2: WS
- STUDENT ASSISTANT 2: WSP
- STUDENT ASSISTANT C

(3) Fellows/Graduate students receiving a Fellowship

- a. Certain specific provisions for Fellows/Graduate students receiving a Fellowship are included in Article 17 Fellows.

**ARTICLE 17**  
***Fellows***

If a Fellowship is being paid to a graduate student through payroll and the graduate student receives a W-2, the graduate student is a bargaining unit member and is subject to the terms of this Agreement.

Internal or external Fellowship awards to support a course of study for qualified graduate students are excluded from this Agreement. These Fellows receive financial support to focus on their graduate education without the requirement of service to the university (teaching, research, service, or engagement). These types of Fellows/Graduate students will abide by the terms of their specific Fellowship, to include, but not limited to the award amount.

The above language does not modify the definition of the bargaining unit as described and certified in the ALRA Case 23-1784-RC. The parties shall meet to discuss implementation of the above no later than September 2024.

## **ARTICLE 18**

### ***Resolution of Disputes***

#### 18.1 Purpose

It is the objective of the parties to encourage the prompt and fair resolution of disputes between the University of Alaska and the Union. It is also the objective of the parties to encourage the prompt and informal resolution of disputes. The parties further agree that they may utilize mediation in the resolution of disputes upon mutual agreement of both parties. In the event such disputes become grievances, this Article provides the orderly procedures for the satisfactory adjustment of grievances.

#### 18.2 Definitions

- a. A "grievance" is:
  - i. An allegation by Alaska Graduate Workers Association or the University that an express term of the Agreement has been violated, misinterpreted or improperly applied; or
  - ii. an allegation by Alaska Graduate Workers Association that there has been a violation of Regents' Policy or University Regulation to the extent it concerns a term and condition of employment as defined in the Public Employment Relations Act.
- b. A "grievant" is the party alleging a grievance and who has been damaged in some manner by the alleged violation. "Grievant" may also refer to multiple bargaining unit members affected by the same grievable action by the same administrator.
- c. Unless otherwise specified in this article, a "day" is a working day, Monday through Friday, at the unit from which the grievance arose, i.e., a day on which the University of Alaska Anchorage, University of Alaska Fairbanks, or University of Alaska Southeast, respectively, are open for business, even if classes are not scheduled.
- d. A "filing" is the receipt of a written grievance by personal delivery, electronic and/or certified mail or electronic mail with a confirmed read-receipt. If personal delivery is used, the administrator shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery.
- e. A "response" is the issuance of a written decision to a grievance by electronic and/or certified mail, or personal delivery. If personal delivery is used, the Union shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery. Reasonable efforts will be made to avoid inappropriate disclosure of correspondence.
- f. An "administrator" is the first level supervisor, dean or director outside the bargaining unit with administrative responsibility for the unit in which the grievant is employed and the grievance arose.

- g. A "meeting" can be conducted with the parties at one physical location or the parties connected by teleconference, videoconference, or other appropriate technology.
- h. A "MAU" is a Major Administrative Unit. The MAUs are the University of Alaska Anchorage, the University of Alaska Fairbanks, and the University of Alaska Southeast.

### 18.3 Grievance Resolution Process

The Grievance Resolution Process is the sole and exclusive process for resolving grievances as defined in 18.2(a).

#### 18.3.1 Step 1: Informal Resolution

The grievant or the Union must notify the responsible administrator of the grievance and must attempt an informal resolution with the administrator. The Union may inform Labor Relations of the grievance in an attempt to arrive at a mutually acceptable resolution of the matter. Notification that there is a grievance must be given in writing to the administrator within 30 calendar days after the event giving rise to the grievance, or within 30 calendar days after the grievant became aware, or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The administrator may delegate responsibility to respond to the grievance at this level.

If, within 10 days of notification of the administrator in Step 1, the attempt at an informal resolution of the grievance is not successful and the grievant chooses to pursue the grievance, the Union must file a formal grievance in writing with the administrator.

#### 18.3.2 Step 2: Formal Resolution at First Level

The formal grievance shall be signed by a Union representative and shall include the following:

- a. the specific term(s) of this Agreement alleged to have been violated, misinterpreted, or misapplied;
- b. a description of the grounds of the grievance including names, dates, places, and times necessary for a complete understanding of the grievance;
- c. a description of the damage suffered by the grievant;
- d. the remedy sought;
- e. the name(s), employment unit(s), MAU, telephone number, and address at which the grievant shall receive all correspondence related to the grievance; and
- f. the name, telephone number, and address of the grievant's representative. The administrator receiving the grievance shall, within 10 days, issue a written response to the Union representative.

If the Union is not satisfied with the response of the administrator at Step 2, the grievance may be advanced in writing to the chancellor within 10 days of the Union's receipt of the Step 2 response, or the date the response was due, whichever occurs first. The Union may copy Labor Relations with the grievance in an attempt

to arrive at a mutually acceptable resolution of the matter.

If the administrator in Step 2 is the chancellor, the grievance shall move immediately to Step 4. If the administrator in Step 2 is the president, the grievance shall move immediately to Step 5.

#### 18.3.3 Step 3: Appeal to Chancellor

Within 10 days following the receipt of grievance, the chancellor, or designee, shall issue a written response to the Union representative.

If the Union is not satisfied with the response of the administrator in Step 3, the grievance may be advanced in writing to the president of the University within 10 days of the Union's receipt of the Step 3 finding or the date the response was due, whichever occurs first.

#### 18.3.4 Step 4: Appeal to President

The president, or designee, shall, have the opportunity to review any grievance filed at or appealed to Step 4. The president, or designee, has 10 days to review the evidence and render a decision, or may request a meeting with dates, time limits, and other details to be agreed upon between the parties. In no case shall this review result in more than a 10 day delay in moving to the arbitration process described below, without the written consent of the parties. The president may, at any time, waive Step 4 and refer the parties to Step 5, arbitration.

#### 18.3.5 Step 5: Arbitration

##### a. Arbitrator Selection

If the Union is not satisfied with the response of the president of the University, or their designee, and intends to advance the grievance to binding arbitration, it may do so by so notifying Labor Relations in writing within 20 days of the Union's receipt of the response or the date the finding was due, whichever occurs first. Within 10 days of notifying the University, the Union shall send a request to the Federal Mediation & Conciliation Service (FMCS) for a list of seven arbitrators. Any fee for the arbitrators list shall be divided equally by the parties. The arbitrator shall be selected from this list by alternately striking names until only one name remains and will be the hearing arbitrator. The party striking first shall be determined by the flip of a coin.

##### b. Arbitration Issues

Issues not specifically identified in writing in the Step 4 grievance filing or response shall not be submitted to the arbitrator for decision. The parties may mutually agree, in writing or on the record, to waive this provision, but neither party shall be obligated to do so. The arbitrator shall not consider allegations that are not filed and processed in a timely manner as prescribed in this Agreement.

##### c. Pre-Arbitration Communication

At least 10 days prior to an arbitration hearing, the parties shall provide each other

tentative witness lists, statements of the issues, and copies of documentary evidence expected to be introduced in the hearing. In the interest of expediting the arbitration process, the parties shall attempt to stipulate to issues, facts, and evidence to be presented in arbitration.

d. Arbitration Hearing and Costs

To the extent consistent with the terms of this Agreement, the arbitrator shall schedule and conduct the hearing in accordance with the Rules of FMCS. The losing party shall pay the costs and fees of the arbitrator. Fees charged for unilateral postponement, withdrawal, or cancellation shall be borne by the party initiating such action. Each party shall be responsible for the costs of presenting its case.

e. Authority of the Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of the Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement for which there is a reasonable basis. Where provisions of the Agreement call for the exercise of academic judgment, the arbitrator shall not have the authority to substitute their judgment for that of the official making such judgment. In no case, shall the arbitrator have the authority to grant a remedy that includes an appointment of any duration or on any academic matter reserved to the University. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and established by applicable law. Damages may not exceed the amount of compensation for the term of the appointment under which the grievance was filed.

f. Retroactivity

An arbitrator's award may be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to the date the grievance was filed with the University.

### 18.3.6 General Provisions

a. Failure to File in a Timely Manner

If the grievant or Union does not initiate a grievance in accordance with Article 18.3.1 of this Agreement, the grievance shall be considered invalid and shall not proceed any further in the grievance resolution process. The University may request the arbitrator decide the issue of timeliness prior to the arbitration on the merits. The timeliness issue shall be decided well in advance of the arbitration hearing on the merits.

b. Failure to Respond

If, at any step in the Grievance Resolution Process, the University fails to respond within the time period prescribed, the Union may advance the grievance to the next step. If, at any step in the Grievance Resolution Process, the Union fails to respond within the time period prescribed, the instant grievance shall be considered

permanently resolved on the basis of the University's latest response.

c. Grievance Meetings

Meetings between the grievance respondent and the grievant and/or the Union may be called by Labor Relations.

d. Modification of Timelines

By mutual agreement, the parties may extend the grievance filing and response timelines set forth in 18.3. Such agreements shall be confirmed in writing by the party requesting the extension. Extensions may be used to enable the parties to work informally to address and resolve disputes, either before or during the processing of grievances.

By mutual agreement, the parties may advance the step for filing a grievance, or may reduce the timelines set forth in Article 18.3. Such agreements shall be in writing, signed by both parties.

e. Representation and Advice of Counsel or Staff

The Union and the University may be advised or represented by counsel or staff of their choice during any stage of grievance proceedings. Advice or representation by an attorney or staff person at any level shall not be the basis for disqualifying such attorney or staff person at any other stage. Any conflict of interest which might be raised upon the basis of such advice or representation is expressly waived with respect to all other stages of the process.

f. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a bargaining unit member for exercising, in good faith, their rights under this procedure.

### 18.3.7 Grievances Filed by the University

The University may file a grievance against the Union within 30 days after the event giving rise to the grievance occurred or within 30 days after the University became aware or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The grievance shall be filed by the University's director of labor relations with the president of the Union. If the grievance is not resolved within 30 days from the date of filing, the University may advance the grievance to arbitration pursuant to 18.3.5. The cost and fees of the arbitrator will be apportioned between the parties as determined by the arbitrator.

## 18.4 Grievance Related to Complaints of Discrimination

### 18.4.1 Complaints

The Office of Equity and Compliance (OEC) or its equivalent at each university is responsible for investigating, as applicable, and responding to complaints of discrimination on behalf of the University. The Union may also file a grievance under this Agreement, which will be processed as set forth above in 18.3 and pursuant to 18.4.6, below.



#### 18.4.2 Timeline

The timeline for raising complaints or concerns shall be as set forth in Board of Regents Policy. The University encourages any complaints or concerns be raised as soon as possible so they can be addressed appropriately.

#### 18.4.3 Investigation

All complaints will be investigated pursuant to the applicable Board of Regents Policies and University Regulations.

#### 18.4.4 Supportive Measures

When a complaint is filed, the University will implement appropriate supportive measures, if any, and the bargaining unit member or, if authorized by the bargaining unit member to act as an advisor, the Union, may provide input concerning appropriate supportive measures. Measures shall be designed to allow the bargaining unit member to continue learning and working in an environment free from discrimination.

Supportive measures are non-disciplinary, non-punitive, individualized support services that are offered as appropriate, as reasonably available, and without fee or charge. Supportive measures may be made available to the parties at any point after a report and throughout the resolution process. Supportive measures may include counseling, extensions of deadlines or other course related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absences, increased security or monitoring of certain areas of the campus, or similar measures.

A bargaining unit member seeking supportive measures related to their employment may seek assistance through the dean or director of the college or school in which they are appointed at any time. The dean or director, in coordination with the Dean of the Graduate School or equivalent and other university offices as necessary and appropriate, may provide any of the supportive measures referenced above as well as switching the advisor or laboratory of the bargaining unit member with as minimal disruption to their employment and research as possible, work schedule modifications, and other reasonable supportive measures as necessary and appropriate. All supportive measures shall comply with Board of Regents Policy, applicable state and federal law (including Title IX), and any applicable regulations, and be taken in consultation with and with notice to OEC. Supportive measures under this provision shall not be grievable.

#### 18.4.5 Representation

Bargaining unit members shall have the right to be represented by an advisor of their choice as authorized in Board of Regents Policy and University Regulation, which may be a Union representative, in the University's process.

#### 18.4.6 Grievance Procedure

Grievance alleging violations of Article 18.4 will be forwarded by the University to the appropriate OEC. The parties may conduct a Step 3 meeting or defer this meeting

pending investigation by OEC. If a Step 3 meeting is held, an OEC representative will be present and may participate. A Step 3 meeting, if held, will be conducted within ninety (90) days of filing to ensure the parties can discuss supportive measures if appropriate. The parties may also discuss resolution of the grievance so long as any resolution is consistent with applicable Title IX guidelines and the OEC process. If the grievance is not resolved at Step 3, OEC will complete its investigation and issue findings and the parties may mutually agree to place the grievance in abeyance. If the Union determines that there remains a violation of this Agreement, the grievance may be appealed to Step 4 (Appeal to the President). Once both parties make efforts to ensure that this process is final, consistent with contractual timelines, including any applicable internal appeals permitted by Board of Regents Policy and University Regulations, if the Union determines that the University's findings or actions constitute a violation of this Agreement, and the bargaining unit member consents, the bargaining unit member may elect to appeal the grievance and findings to the Alaska Department of Office of Administrative Hearings. No evidence may be presented in a hearing that has not been shared with OEC in connection with its process. The hearing officer is without authority to render a remedy concerning any academic matter, any aspect of the bargaining unit member's status as a student, or any aspect of a non-bargaining unit member's employment or academic status.

#### 18.4.7 Additional Remedies

Nothing in this section shall be construed to prevent a bargaining unit member who alleged discrimination from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article.

#### 18.4.8 Compliance with Applicable Law

Article 18.4 will be interpreted and enforced in compliance with all applicable law, policy, and regulations, including Title IX.

**ARTICLE 19**  
***Union-Management Committee***

- 19.1 A Union-Management Committee consisting of up to three (3) bargaining unit members and three (3) University representatives may meet up to four times each year.
- 19.2 The committee shall meet at mutually agreeable times to review and discuss administration of this Agreement and related issues concerning the employment duties and working conditions of bargaining unit members, and may make recommendations for consideration by the University. This committee shall have no authority to alter, add to, subtract from, or otherwise modify the terms of this Agreement. This committee shall not have the authority to discuss, adjust or resolve grievances.
- 19.3 Each party shall designate its own members and will bear any expense it may incur. Discussion items shall be agreed upon in advance whenever possible, with both parties having equal opportunity to submit items.

# INDEX

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### Appointment

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