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Memorandum of Agreement (MOA)

Between the

University of Alaska (University)

and

Alaska Higher Education Crafts And Trades Employees Local 6070 APEA/AFT (AFL-CIO)

Pursuant to the terms of the July 1, 2023, through June 30, 2026, Collective Bargaining Agreement (CBA) between the University of Alaska (University) and Alaska Higher Education Crafts And Trades Employees, Local 6070, APEA/AFT (AFL-CIO):

WHEREAS, CBA Article 2.3 Zipper Clause states, in part, “This Agreement is the entire agreement between the University and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices whether documented or not. This Agreement concludes all collective bargaining for the duration of this Agreement.”; and

WHEREAS, Call-In Work is provided under CBA Article 4.4, specifically sections A) Local 6070 bargaining unit member reporting at the University's request (made outside of normal work hours) for work which is not scheduled in advance and which is outside of their regular work period shall be guaranteed two (2) hours pay at the premium pay rate of time and a half (1.5).; B) Local 6070 bargaining unit members are expected to respond to call-in work as requested by the University, but may decline the call-in work.; and C) All additional hours worked in call-in status beyond the two (2) hour premium shall also be paid at the premium pay rate of time and a half (1.5).; and

WHEREAS, CBA Article 10.12 Personal Safety Administrative Leave states “Local 6070 Bargaining Unit Members will use Personal Safety Administrative Leave if directed by the University in accordance with University Regulation 04.06.140.”; and

WHEREAS, University of Alaska Anchorage (UAA), Chancellor Parnell authorized personal safety administrative leave per University Regulation R04.06.140. Administrative Leave due to severe weather conditions at the UAA campus on November 9 and November 13, 2023; and

WHEREAS, University of Alaska Anchorage (UAS), Chancellor Palmer authorized personal safety administrative leave per University Regulation R04.06.140. Administrative Leave due to severe weather conditions at the UAS campus on November 20, 2023; and

WHEREAS, if during Fiscal Year 2024 (July 1, 2023, through June 30, 2024) the University of Alaska Anchorage (UAA), University of Alaska Fairbanks (UAF), and/or University of Alaska Southeast (UAS) Chancellors authorize personal safety administrative leave per University Regulation R04.06.140. Administrative Leave due to severe weather conditions at their respective campus;

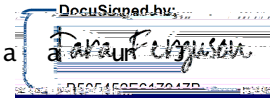
NOW THEREFORE, in consideration of the foregoing recitals, which are an integral part of this Agreement, and the mutual promises contained below, the parties agree as follows:

1. UAA Local 6070 bargaining unit members who claimed personal safety administrative leave under CBA Article 10.12, and who also responded to the University's request for call-in work on November 9 and/or November 11, 2023, may retroactively utilize both personal safety administrative leave and call-in work for only those hours worked using earnings codes on their timesheet for the R24 pay period which covers the period of November 5-November 18, 2023. Leave accrual will be updated accordingly.

2. UAS Local 6070 bargaining unit members who claimed personal safety administrative leave under CBA Article 10.12, and who also responded to the University's request for call-in work on November 20, 2023, may retroactively utilize both personal safety administrative leave and call-in work for only those hours worked using earnings codes on their timesheet for the R25 pay period which covers the period of November 19-December 2, 2023. Leave accrual will be updated accordingly.

3. Article 2.3 of the July 1, 2023, through June 30, 2026, CBA, states in part, "This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices whether documented or not." Notwithstanding the foregoing, during Fiscal Year 2024, if the University authorizes personal safety administrative leave for Local 6070 bargaining unit members under CBA Article 10.12, but a Local 6070 bargaining unit member responds to the University's request for Call-In Work, the Local 6070 bargaining unit member may utilize the Personal Safety Administrative Leave earnings code as authorized by the appropriate Chancellor and the Call In Work earnings code for actual hours worked.

4. Except as explicitly altered by this MOA, all other terms of the CBA remain unchanged and in full force and effect.

a  y n 19, 2024 [redacted] y n 19, 2024