

COLLECTIVE BARGAINING AGREEMENT

between the

University of Alaska

and

Alaska Graduate Workers Association

July

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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,

- 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

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 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

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

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

ARTICLE 9
Salary

9.1 Bargaining unit members

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 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:

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 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. TJE11f0.000 g0 gupar

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.

- 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

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

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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

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, i

ARTICLE 19
Union-Management Committee

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