University of Alaska

and

United Academics – AAUP/AFT Local 4996

Negotiations Ground Rules Fall 2021

United Academics – AAUP/AFT Local 4996 (UNAC) and the University of Alaska (UA) agree that to foster sound bargaining relationships and to establish a basis for good faith bargaining, a mutually satisfactory set of guidelines shall be followed during negotiations for a successor agreement to the January 1, 2017 thru December 31, 2019 and extended by mutual agreement through December 31, 2021 collective bargaining agreement (CBA) between UNAC and UA.

- 1. The parties shall meet in person and/or via Zoom at mutually agreed times and locations; Zoom meetings for negotiations will allow the UA and UNAC teams to be co-hosts. Notwithstanding any other provision of this agreement, absent agreement between the parties regarding COVID-19 precautions during any proposed in-person negotiation session, the negotiation session shall be conducted via Zoom, and each party shall be responsible for following appropriate precautions for their teams and related personnel. The parties will negotiate in good faith, pursuant to AS 23.40.070-260.
- 2. Physical locations for in person negotiations must be sufficiently large to allow for social distancing of all team members from both teams.
- 3. Each team will be represented by a chief negotiator or designated alternate, who will manage and direct the activities of the negotiation process for their representative team. Any communications between the parties concerning aspects of negotiations must include the participation of both chief negotiators. The chief negotiators of each party shall have the authority to reach tentative agreement on any and all provisions of the CBA during the negotiation process.
- 4. Negotiation sessions will be open to the public via Zoom, unless the parties mutually agree otherwise. Notwithstanding such an agreement, student representatives shall be permitted to attend and observe negotiations via Zoom to the extent required by AS 23.40.245. Recordings of negotiation sessions may be used only as a surrogate for note taking by the parties. No such recordings shall be used or disclosed for any other purpose, including in any dispute resolution, administrative, or legal proceeding. Laptop computers, tablets and smartphones may be used by any team member. Each party is responsible for its own notes. Each party's notes are proprietary to that party and neither party can be compelled to disclose notes to the other party. Disclosure of specific notes does not constitute a waiver

of any kind or require disclosure of other notes. Either party may caucus at any time upon request. UNAC representatives shall have use of the meeting room during caucuses. Either party may engage subject matter experts to address specific issues and to address the bargaining teams via Zoom.

- 5. All joint statements by authorized spokespersons of the parties to the media shall be in the form of written statements signed by the chief negotiators.
- 6. Requests for information and materials relevant for collective bargaining will be made in writing and processed through the chief negotiators. The requesting party will pay the cost of assembling the information if such cost is in excess of \$100, except that there will be no cost for pre-existing reports or for information that is required by federal or state law to be provided to UNAC at no cost. Information requested will be provided as soon as possible, with a goal of providing it within ten working days of the request date, and the expectation that it will be provided within 20 working days.
- 7. The parties agree that as soon as practical, any comprehensive tentative agreement reached shall be submitted to UNAC membership and the UA Board of Regents for ratification.
- 8. The terms of the current CBA between UA and UNAC shall remain in full force and effect to the extent required by Alaska law.
- 9. These ground rules for the negotiation process shall remain in full force and effect until a successor agreement is ratified and approved by the parties, except that these ground rules may be modified at any time by written mutual agreement of the parties.

For the University of Alaska:

For United Academics AAUP/AFT Local 4996:

