

University of Alaska

And

Alaska Graduate Workers Association - United Auto Workers

Negotiations Ground Rules 2024

Alaska Graduate Workers Association - United Auto Workers (AGWA-UAW) and the University of Alaska (UA), hereinafter referred to as “Parties”, 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 new collective bargaining agreement (CBA). The Parties will negotiate in good faith, pursuant to AS 23.40.070-260.

These ground rules shall remain in full force and effect until an agreement is ratified and approved by the Parties or impasse is reached in accordance with Alaska law, except that these Ground Rules may be modified at any time by written mutual agreement of the Parties.

1. Both Parties represent they have the lawful authority to make binding Tentative Agreements on behalf of their respective groups, subject to ratification of the proposed Agreement by both Parties.
2. Each bargaining team will be responsible for the selection of its team members. Each bargaining team will be represented by a chief spokesperson 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 spokespersons. The chief spokesperson of each Party shall have the authority to reach tentative agreement on any and all provisions of this initial collective bargaining agreement during the negotiations process.
3. Bargaining team members are expected to coordinate with their supervisors to ensure their participation in bargaining sessions can be managed along with their employment responsibilities.
4. Scheduling: the Parties are committed to bargaining in good faith and reaching an agreement as soon as possible. The Parties agree to schedule bargaining sessions at agreeable dates and times at least two weeks in advance of each session, when possible. Bargaining shall begin at the agreed upon start time. The Parties agree to schedule negotiations between 9:00 a.m. and 5:00 p.m., Monday through Friday, and outside of those hours as mutually agreed. To the

extent possible, the Parties shall be prepared to begin each bargaining session at the agreed upon time. If it is not possible to begin on time, the Party unable to begin on time shall notify the other Party and indicate when they will be ready to bargain.

- a. Meeting Cancellation: If one or both Parties cannot proceed with a meeting due to unforeseen circumstances, it shall notify the other Party no less than twenty-four (24) hours in advance for remote negotiation sessions and no less than three (3) business days in advance of in-person negotiation sessions.
5. Venue: Bargaining sessions shall be held in-person and each Party shall be responsible for making appropriate arrangements for their teams and related personnel. Hybrid meetings (a combination of in-person and Zoom) are not preferred but may be held if agreed upon by the Parties. Notwithstanding the possibility of hybrid meetings, each Party's chief spokesperson, designated alternate, and notetaker will be in-person at each session (i.e., those individuals will not participate via Zoom).
6. Access: Negotiation sessions will be closed **to the public** to the public unless the Parties mutually agree otherwise. Notwithstanding such an agreement, student representatives shall be permitted to attend and observe negotiations to the extent required by AS 23.40.245. Laptop computers, tablets and smartphones may be used by any team member consistent with the terms of this paragraph.
7. Notes: Each Party is responsible for its own notes. Except as set forth in Paragraph 6, above, no electronic recordings may be made of any session. 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.
8. Agenda: At the end of each bargaining session, the Parties will endeavor to agree on an agenda and start and end time for the next session so everyone comes prepared and has the appropriate people for discussion/decision-making at the table. The existence of an agenda does not limit either Party from raising any issue it deems appropriate at any time.
9. Communication: Each Party will make its best efforts to respond to any emails regarding the upcoming bargaining session within a timely manner prior to the commencement of the meeting. Neither party will make statements of any kind that individually attribute statements made at the bargaining table to individual bargaining team members. **The parties shall endeavor to make all statements to the media jointly.** ~~No statements to the media will be made by either Party unless/until ratification or impasse.~~
10. Requests for information: All proposals, requests for information, or general concerns will be submitted to the Chief Spokesperson. Proposals and requests for information will be in writing, unless mutually agreed to otherwise. With respect to requests for information, the requesting Party will pay **Alaska Statute AS 40.25.110 where applicable** 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 AGWA-UAW at no cost. Information requested will be provided as soon as possible, with an expectation that it will be provided within 30 standard work days from the date of the initial request. If a delay in providing the information is unavoidable, the chief spokesperson will notify the other spokesperson electronically (by email) with an expected date that the information will be provided.

11. Conduct of meetings:

- a. Screen sharing: In the event of an agreed upon Hybrid meeting using Zoom, each Party will designate at least one member of their team who will receive access to screen sharing.
- b. Speakers: Either Party may invite subject matter experts to a negotiation session with at least twenty four (24) hours notice to the other Party, unless a lesser timeframe is mutually agreed upon.
- c. Caucuses: Either Party may caucus at any time upon notice to the other Party. A private area will be made available for each Party to caucus with their negotiation team. If the Party requesting the caucus has reason to believe the duration will be more than 30 minutes, or if after caucusing, determines additional time beyond 30 minutes is required, a recess shall be called for a specific duration as a courtesy to the other Party.
- d. In the event of an agreed upon Hybrid meeting, Participants should have their video cameras on, when possible, at the bargaining table.

12. Meeting minutes: There will be no joint minutes.

13. Tentative agreements (TA): All agreements reached are tentative and non-binding until the Parties reach a final comprehensive agreement. In the interim, however, as agreements are reached on individual articles, the Parties shall sign and date these tentative agreements. Tentative agreements shall be signed, dated, and marked with a "TA" by designated signatories for both Parties and may be signed electronically. Once an item or Article is "TA'd", the item or Article may be reopened only if there is mutual agreement by both Parties. Each chief spokesperson will advocate for ratification and full funding of the comprehensive TA'd Agreement. No TA'd Agreement shall be final and binding on any Party until the Union membership and the UA Board of Regents have appropriately ratified or approved the complete Agreement. Pursuant to AS 23.40.215, no monetary terms of any Agreement are effective until funds are appropriated by the Alaska Legislature.

14. Proposal tracking: All proposals and counter-proposals will be in writing (typed) using strike-through to show deletions and underlined to show additions. Proposals, counter-proposals, and tentative agreements will be electronically shared between the Parties immediately after their discussion so that the proposals and tentative agreements can be tracked. All proposals, tentative agreements, and counter-proposals will contain the name of the Party proposing and the date of the proposal on the document.

- a. Each Party will be responsible for the cost of its own copies, proposals, counter-proposals, and related materials.

