

Memorandum of Agreement (MOA)
Between the
University of Alaska (UA) and
United Academic – Adjuncts (Union), AAUP-AFT/AFL-CIO

Re: Modifications to Article 4 – Deductions, Membership Dues and Representational Agency Fee

WHEREAS UA and the Union (the Parties) have recently tentatively agreed to extend by one year the March 01, 2017 – February 28, 2020, Collective Bargaining Agreement (CBA); and

WHEREAS the Parties have previously modified deduction forms and practices to comply with the US Supreme Court ruling in *Janus vs. AFSCME*; and

WHEREAS, the CBA contains language predating the *Janus* decision that does not comply with that ruling, but which is not being enforced by the parties; and

WHEREAS AS 23.40.212(b) requires the approval of UA labor agreements by the State of Alaska Department of Administration (DOA); and

WHEREAS the DOA has determined not to approve the CBA extension until the noncompliant language is struck from the CBA; and

WHEREAS the Parties wish to amend the CBA to strike noncompliant language in the current CBA, as well as the extension if approved by the DOA and the Board of Regents, and to otherwise take all steps necessary to ensure ongoing compliance with applicable law;

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

1. The entirety of Article 4 of the CBA between the University of Alaska and United Academics – AAUP/AFT, is struck and replaced by the following:

**ARTICLE 4
Deductions and Membership Dues**

4.1. Voluntary Membership Dues And Voluntary Fair Share Fees

4.1.1 The University agrees to deduct the voluntary membership dues or voluntary fair share fees of United Academic-Adjuncts from the pay only of those bargaining unit members who authorize in writing that such deductions be made. Subject to law and the provisions of Article 4, a bargaining unit member's dues deduction authorization and voluntary fair share deduction shall be preserved in the University's Banner system for 24 months from the expiration of a unit member's appointment unless earlier revoked by the unit member by giving written notice to the treasurer of United Academic-Adjuncts or to the University. The aggregate dues or fees deduction from all bargaining unit members for each payroll period shall be remitted to United Academic-Adjuncts within 15 working days following the deduction, with a listing of the bargaining unit members' names and the amount deducted.

4.3.2 United Academic-Adjuncts/APEA/AFT shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liabilities that arise by actions taken by either party pursuant to this Article.

4.3.3 Deduction authorizations shall terminate 90 days after the expiration of the collective bargaining agreement on February 28, 2020, or any extensions thereof, unless revoked before that date by a unit member as addressed above, or unless extended by express mutual written agreement of the parties.

This MOA does not establish a practice or precedent between the parties, and in a proceeding between the parties, may not be referred to, introduced, submitted, or used in any way, including but not limited to use in any future or pending grievance, arbitration, unfair labor practice, charge, action, tenure, promotion, retention, evaluation, review or any other matter or proceeding, except to resolve the issue referenced herein and enforce the terms of this MOA.

FOR THE UNIVERSITY:

DocuSigned by:
Tara Ferguson 1/17/2020
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Tara Ferguson, Date
Interim Director, LEE

FOR THE UNION:

Michael Koskie 1-17-20
Michael Koskie Date
Northern Region Manager

Kelly Tshibaka 1/17/2020
Kelly Tshibaka Date
Commissioner
Department of Administration