

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

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

WHEREAS UA and the Union (the Parties) have recently tentatively agreed to extend by one year the January 01, 2017 – December 31, 2021, 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, re-titled, and replaced by the following:

**ARTICLE 4**  
**Voluntary Deductions and Membership Dues**

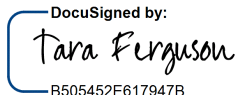
- 4.1 The University agrees to deduct the voluntary membership dues from the pay only of those bargaining unit members who authorize in writing that such deductions be made. All union charges, including but not limited to dues, initiation and service fees of any kind, shall be charged as a percentage of compensation exclusive of any benefits, which percentage shall be equal for each unit member for each category of charge (i.e., one category for membership dues). The aggregate deduction from all unit members for each payroll period shall be remitted to United Academics within fifteen working days following the deduction, with a listing of the unit members' names and the amount deducted. The deduction authorization shall terminate on December 31, 2021, unless revoked before that date by the unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties.
- 4.2 The University shall remit the amount collected to the Union Treasurer at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care.
- 4.3 Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.

4.4 Bargaining unit members may:

- a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of voluntary membership dues in accordance with 4.1;
- b. Revoke the deduction authorization at any time by written notice to United Academics and the University.

4.5 In the event of claims, demands, suits or grievances brought by or on behalf of one or more unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.

FOR THE UNIVERSITY:


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Tara Ferguson,                      Date  
Director, Labor and Employee Engagement

May 27, 2020

FOR THE UNION:



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Abel Bult-Ito                      Date  
President                              05-27-2020