

## **ARTICLE 2**

### **Scope and Interpretation**

#### **2.1 Retention of Managerial Prerogatives**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to take actions necessary to maintain the cost effectiveness of University operations;
- to reprimand, suspend, discharge, or otherwise discipline employees;
- to determine the number of employees to be employed;
- to hire employees, determine their qualifications, and assign and direct their work;
- to promote, demote, transfer, lay off, recall to work, and rehire employees;
- to set the standards of productivity and the services to be rendered;
- to determine the classification and the amount and forms of compensation for employees;
- to maintain the efficiency of operations;
- to determine the personnel, methods, means, and facilities by which operations are conducted;
- to set the starting and quitting time, and the number of hours and schedules to be worked;
- to use independent contractors to perform work or services;
- to subcontract, contract out, close down, or relocate the operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
- to determine the number, location and operation of departments, divisions, and all other units of the University;
- to issue, amend and revise policies, rules, regulations, and practices;
- to take such actions as may be necessary to carry out the missions of the University in case of emergencies;
- to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University; and,
- to direct the University's employees.

The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## 2.2 Zipper Clause

This Agreement is the entire agreement between the University and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices and concludes all collective bargaining for the duration of this Agreement.

- a. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, the University shall obtain the approval of the Union in the form of a Memorandum of Understanding.
- b. Prior to enacting any change in any mandatory subject of bargaining which:
  1. is not established by a specific provision of this Agreement; or
  2. was not the subject of a written negotiations proposal,

The University shall provide Local 6070 staff written notice of the proposed change thereby providing the Union the opportunity for input and discussion on the proposed change. This Article in no way precludes the parties from using the Availability of Parties process to address items of concern which may arise through the normal course of implementation and interpretation of the Agreement.

## 2.3 No Strike or Lockout

The parties agree that there shall be no strikes or lockouts during the life of this Agreement. After expiration of this agreement, this provision shall in no way infringe the rights of the parties under the Alaska Public Employment Relations Act.

In the event of a strike or work stoppage by another bargaining unit, Local 6070 members shall not be required to do the duties normally performed by the employees engaged in the strike or work stoppage.

## 2.4 Savings Clause

The terms of this Agreement are subject to applicable law. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

## 2.5 Legislative Appropriation

The parties agree that any provision of this Agreement requiring legislative action; all monetary items; and other provisions requiring legislative funding to permit its implementation shall not become effective until the legislative body has taken the required action or provided the required funding.

## 2.6 Availability of Parties

The Union and the University agree to meet from time to time, at the request of either and the mutual convenience of both, concerning this Agreement, its administration, and interpretation.

## 2.7 Non-Discrimination

Neither the University nor the Union shall discriminate on the basis of Alaska Higher Education Crafts and Trades Employees, Local 6070, APEA/AFT (AFL-CIO) related activity.

The University's obligations to refrain from illegal acts under federal and state laws, Regents' Policy, University Regulation, and any other policy or procedure prohibiting discrimination or sexual harassment are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.

## 2.8 University Policy and Regulation

Unless superseded by a specific provision of this Agreement, the Board of Regents Policy and Regulations, as amended from time to time, shall apply to all Bargaining Unit Members without any obligation to bargain over such changes.

## 2.9 Contracting Out

- a. The University specifically reserves the right to contract out any work it deems necessary. Prior to a decision to contract out which would result in the layoff of Bargaining Unit Members, or a decision to renew a contract which resulted in the layoff of Bargaining Unit Members, the University will:
  1. Conduct a cost analysis;
  2. Supply the union with a copy of the cost analysis;
  3. The union at its option may schedule an appointment to meet with management to review the cost analysis and offer alternatives to contracting out.

4. Sixty (60) days after the cost analysis has been given to the union management may circulate an RFP.
  5. Give the Union sixty (60) days notice of its decision to circulate an RFP and provide the RFP to the Union. During this sixty (60) day period, the union may offer alternatives to contracting out; and,
  6. Notify the Union of the results of the Requests for Proposals review, including the basis for a decision to contract out.
- b. In the event Bargaining Unit Members are displaced because work was contracted out, they shall be eligible for the following:
1. Every effort will be made to place the Bargaining Unit Member elsewhere in the University system.
  2. The University will attempt to provide training, apprenticeships and/or trades helper opportunities available to prepare the Bargaining Unit Member for remaining available work.
  3. Bargaining Unit Members will receive first consideration for vacancies, for which they are qualified, including temporary openings.
  4. The Bargaining Unit Member will have Layoff and Recall rights under the provisions of Article 5.4 for three (3) years from the date of layoff.
  5. The University will provide continuation of health benefits for six (6) months from the date of layoff.
  6. The University will endeavor to provide employment opportunities with the Contractor for the Bargaining Unit Member.
- c. In the event the University conducts an audit of work that has been contracted out causing the displacement of Bargaining Unit Members, the University shall provide a copy of the audit to the Union.