

UNAC Proposal Presented 8/30/21

UA Counterproposal 1 Presented 9/13/21

~~rejected language from UNAC~~

UNAC Counterproposal 1 Presented 9/14/21

~~rejected language from UA~~

UA Counterproposal 2 Presented 9/20/21

~~rejected language from UNAC~~

**Proposed language** in either font color highlighted in gray have not been rejected or changed by the other team in counter proposals.

UNAC Counterproposal 2 Presented 10/4-5/21

UA Counterproposal 3 Presented 10/18/21

UNAC Counterproposal 3 Presented 1/25/22

UA Counterproposal 4 (package 6) Presented 2/7/22

UNAC Counterproposal 4 (Packaged) Presented 2/21/22

## ARTICLE 1

### *Agreement and Duration*

This agreement is made and entered into this first day of January ~~2022~~2017 by and between ~~the two legal entities by and between the administration of~~ the University of Alaska ("University" ~~"UA Administration" and/or "Management"~~), ("University") and United Academics - AAUP/AFT ~~Local 4996~~ ("United Academics", ~~"Faculty,"~~ "UNAC Association" and/or "Union"). ~~\*The University is made up of three independently accredited institutions of higher education, each composed of faculty, students and staff, who accomplish the academic missions of each university. The University is managed by designees of the President ("Management"), who is charged by law with the responsibility to manage and administer the affairs of the institution.~~ (From \* UA deleted in Counter Proposal 9/20/21)

~~The University and United Academics jointly acknowledge that we live and work on Indigenous lands. We agree that our shared missions involve promoting and enhancing the knowledge of and respect for Alaska Native peoples and their status as federally-recognized, sovereign tribes. We recognize the responsibility of our institutions to include Alaska Native peoples in all domains of university work. We commit to cooperating with all members of the University of Alaska community to end systemic and institutional racism.~~ (UA deleted in Counter Proposal 9/13/21)

~~The University and United Academics jointly acknowledge that we live and work on Indigenous lands. We agree that our shared missions involve promoting and enhancing the knowledge of and respect for Alaska Native peoples and their status as federally-recognized, sovereign tribes. We recognize the responsibility of our institutions to include Alaska Native peoples in all domains of university work. We commit to cooperating with all members of the University of Alaska community to end systemic and institutional racism.~~ (UA deleted in Counter Proposal 9/20/21)

~~The University and United Academics jointly acknowledge that we live and work on Indigenous lands. We agree that our shared missions involve promoting and enhancing the knowledge of and respect for Alaska Native peoples and their status as federally-recognized, sovereign tribes. We recognize the responsibility of our institutions to include Alaska Native peoples in all domains of~~

~~university work.~~ (UA deleted in Counter Package Proposal 2/7/22)

This Agreement shall be effective as of January 1, ~~2022~~2017, and shall remain in full force and effect to and including December 31, ~~2024~~2019. No later than August 1, ~~2024~~2019, either party may serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty calendar days, but in no event shall either party be required to commence negotiations prior to May 1, ~~2024~~2019.

The monetary terms of this Agreement are not effective until ~~they have been approved~~ funds are appropriated by the legislature pursuant to AS 23.40.215. ~~If the legislature does not approve the monetary terms of this Agreement, then the parties agree to renegotiate the Agreement.~~ (UA deleted in Counter Proposal 9/13/21) ~~If the legislature does not approve the monetary terms of this Agreement, then the parties agree to renegotiate the Agreement.~~(UA deleted in Counter Proposal 9/20/21)

UNAC Proposal Presented 8/30/21

UA Counterproposal 1 Presented 9/13/21 ~~rejected language from UNAC~~

UNAC Counterproposal 1 Presented 9/20/21 ~~rejected language from UA~~

UA Counterproposal 2 Presented 10/4/21 ~~rejected language from UNAC~~

UNAC Counterproposal 2 Presented 10/5/21 ~~rejected language from UA~~

UA Counterproposal 3 Presented 10/19/21

UNAC Counterproposal 3 Presented 10/25-26/21

UA Counterproposal 4 Presented 1/18/22

UNAC Counterproposal 4 Presented 1/24/22

UA Counter Proposal 5 (Package 6) Presented 2/7/22

UNAC Counterproposal 5 (Packaged) Presented 2/21/22

~~Proposed language~~ in either font color highlighted in gray have not been rejected or changed by the other team in counter proposals.

## ARTICLE 2

### *Purpose*

This agreement establishes the terms and conditions of employment for all members of the bargaining unit.

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote the basic mission and purpose of the University of Alaska. The parties share in the commitment of the ~~U~~University community to the achievement of optimal conditions for discovering and disseminating knowledge within an atmosphere of academic freedom, fairness, and individual and institutional accountability. The parties commit themselves to administer this Agreement in such a way as to ~~insure~~ ensure that the above stated principles shall be best served.

It is recognized ~~that UNAC bargaining~~ unit members are uniquely qualified to participate in the academic governance of the University ~~provided that they avoid conflicts of interest in doing so provided that they avoid conflicts of interest in doing so~~. It is also recognized that unit members acting in concert with other constituencies can provide valuable contributions at all levels of the University. Accordingly, United Academics and the ~~UA Administration~~ University agree that the opportunity for ~~unit UNAC bargaining~~ unit members ~~(other than the Executive Board and representatives of UNAC) (other than the Executive Board and representatives of UNAC)~~ to participate in the governance of the University is important to its effective operation. It is further agreed that ~~unit UNAC bargaining~~ unit members' voluntary participation in University governance is an integral part of the University community's culture.

Participation by ~~United Academics~~ bargaining unit members in activities recognized in Article 13.1.3(c) (2) in this agreement is also recognized as a valuable contribution to the University.

UNAC Proposal Presented 9/13/21

UA Counterproposal 1 Presented 10/4/21

~~rejected language from UNAC~~

UNAC Counterproposal 2 Presented 10/5/21

~~rejected language from UA~~

UA Counterproposal 2 Presented 10/19/21

UNAC Counterproposal 3 Presented 10/25-26/21

UA Counterproposal 3 Presented 11/8/21

UNAC Counterproposal 4 Presented 11/9/21

UA Counterproposal 4 Presented 11/15/21

UNAC Counterproposal 5 Presented 11/16/21

UA Counterproposal 5 (Package 6) Presented 2/7/22

UNAC Counterproposal 6 (packaged) Presented 2/21/22

**Proposed language** in either font color highlighted in gray have not been rejected or changed by the other team in counter proposals.

## ARTICLE 3

### *Recognition*

3.1 The ~~UA Administration~~ University recognizes United Academics as the sole and exclusive representative for the members of the bargaining unit described below:

All regular non-adjunct faculty in the following ranks, ~~positions, and roles~~: Instructor, Assistant Professor, Associate Professor, Professor; Research Assistant Professor, Research Associate Professor, Research Professor; Visiting Instructor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor; Cooperative Extension Faculty and/or Agents, Post Doctoral Fellows; Librarians, ~~Ce~~counselors, ~~R~~ehabilitation ~~F~~aculty, ~~A~~advisors, ~~cooperative extension agents~~, and other academically related personnel, ~~such as program coordinators or program chairs~~, and ~~Department/Program Heads/Chairs/Coordinators~~ department heads/chairs department heads/chairs ~~Department/Program Heads/Chairs/Coordinators~~ department heads/chairs.

3.2 Excluded from the bargaining unit are ~~post doctoral fellows during their first, second and third years of employment, visiting faculty in their first year of employment, and f~~faculty who are in the ~~United Academics Adjuncts~~ adjunct bargaining unit represented by United Academics Adjuncts; ~~post doctoral fellows during their first, second and third years of employment, visiting faculty in their first year of employment. In addition, excluded are post doctoral fellows during their first, second and third years of employment, visiting faculty in their first year of employment. In addition, excluded are post doctoral fellows during their first, second and third years of employment, visiting faculty in their first year of employment. In addition, excluded are post doctoral fellows during their first, second and third years of employment, visiting faculty in their first year of employment. In addition, excluded are~~ and In addition, excluded are all other employees of the University of Alaska including, but not limited to, employees in the above ranks who are supervisory or confidential. ~~or who are employed (a) by a community college, (b) at an extended site (i.e., site of a present or former community college), (c) as vocational technical instructors, or (d) to teach exclusively at the lower division level.~~ The ~~UA Administration~~ university

University will not make a claim that ~~Department/Program Heads/Chairs/Coordinators~~ department heads/chairs department heads/chairs ~~Department/Program Heads/Chairs/Coordinators~~ department heads/chairs are supervisors based solely on their status as ~~Department/Program Heads/Chairs/Coordinators~~ department heads/chairs department heads/chairs ~~Department/Program Heads/Chairs/Coordinators~~ department heads/chairs or on their participation in the evaluation process.

3.3 If a ~~faculty bargaining unit~~ faculty member's assignment changes in such a manner as to alter ~~their~~ ~~his/her~~ bargaining unit status, the ~~UA Administration~~ University University will implement the appropriate change in status within a reasonable length of time. The Union will inform the ~~UA Administration~~ University University of incorrect unit placements within a reasonable length of time. Any concerns regarding timeliness under this provision shall be addressed by the parties in a meeting pursuant to Article 20.

UNAC Proposal Presented 8/30/21

UA Counterproposal 1 Presented 9/21/21

~~rejected language from UNAC~~

UNAC Counterproposal 1 Presented 10/4/21

~~rejected language from UA~~

UA Counterproposal 2 Presented 10/18/21

UNAC Counterproposal 2 Presented 10/19/21

UA Counterproposal 3 Presented 11/29/21

UNAC Counterproposal 3 Presented 11/29/21

UA Counterproposal 4 (Package 6) Presented 2/7/22

UNAC Counterproposal 4 (Packaged) Presented 2/21/22

**Proposed language** in either font color highlighted in gray have not been rejected or changed by the other team in counter proposals.

## ARTICLE 6

### *Academic Freedom and Responsibility*

6.1 The University of Alaska ~~UA Administration~~ University and United Academics agree that academic freedom is essential to the mission of the University of Alaska and that providing an environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any individual's right to free speech or to infringe upon the academic freedom of any member of the University of Alaska community.

6.2 Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate when appropriate that one is an institutional representative.

~~6.3 The UA Administration University of Alaska and United Academics endorse the "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments," issued by the American Association of University Professors and the Association of American Colleges, and the 1999 statement "On Collegiality As a Criterion for Faculty Evaluation," issued by the American Association of University Professors. (Rejected by UA counter 9/21/21)~~

6.3 The University of Alaska and United Academics endorse the "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments," issued by the American Association of University Professors and the Association of American Colleges, and the 1999 statement "On Collegiality As a Criterion for Faculty Evaluation," issued by the American Association of University Professors. **(Elimination rejected by UNAC in counter proposal 10/4/21)** ~~Nothing in this article shall be construed to supersede, modify, or affect any other article of the collective bargaining agreement. Nothing in Article 6.3 shall be construed to supersede, modify, or affect any other article other than Article 6 of the collective bargaining agreement. Nothing in Article 6.3 shall be construed to supersede, modify, or affect any other article other than Article 6 of the collective bargaining agreement~~

6.4<sup>34</sup>—The University of Alaska ~~University of Alaska Administration~~ and United Academics agree that all members of the academic community have an obligation to maintain accepted standards of civility and professionalism, ~~such as disclosing potential conflicts of interest as outlined in BOR policy 04.10.~~

(UNAC Proposal Presented 1/25/22–Not reflected in draft below)

UA Counterproposal (Package 6) Presented 2/7/22

~~rejected language from UNAC~~

UNAC Counterproposal (Packaged) Presented 2/21/22

~~rejected language from UA~~

## ARTICLE 10

### ***Reduction in Force Due to Discontinuance or Reduction of Program or Financial Exigency ~~or Furloughs~~***

#### 10.1 General

Prior to a decision to discontinue an academic program which would result in the termination of UNAC bargaining unit members, the University shall meet and confer with United Academics. Prior to a decision to reduce an academic program which would result in a significant change in the workload of UNAC bargaining unit members, the University shall attempt to confer with the UNAC bargaining unit member. Upon request of United Academics, the University shall provide available information regarding the potential program reduction or discontinuance, including a list of UNAC bargaining unit members whose positions are under consideration for elimination, and the criteria used for determination of those positions.

#### 10.2 Discontinuance of Program

The chancellor or the chancellor's designee shall notify non-tenure track UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.
- b. From the third through the sixth years, regardless of contract extensions, the UNAC bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the UNAC bargaining unit member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

Failure to provide notice as provided above shall not result in renewal of appointment. If notice is provided after the dates prescribed above, the University shall pay the UNAC bargaining unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short.

When a decision is made to discontinue a program, a good faith effort shall be made to place tenured UNAC bargaining unit members in another program where appropriate.

The chancellor or the chancellor's designee shall notify tenure track or tenured UNAC bargaining unit members of the decision to terminate employment in writing on the



following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

- a. Within the first year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than February 15, for appointments based on the academic year, or three (3) months prior to the end of an appointment, for appointments based on an alternative nine (9) month base.
- b. Within the second year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- c. After two (2) or more years of uninterrupted service, the UNAC bargaining unit member shall be notified twelve (12) months prior to the expiration of the final appointment.

If the discontinued program is reactivated within two (2) years, previously tenured and qualified UNAC bargaining unit members shall be invited to return prior to hiring new full-time UNAC bargaining unit members. The UNAC bargaining unit member shall, within thirty (30) days from the mailing of the invitation, notify the University of the decision to decline or accept. If the former unit member does not respond within thirty (30) days, the invitation is deemed to have been declined. Former UNAC bargaining unit members wishing to receive such invitations shall be responsible for maintaining a current mailing address and other contact information with the hiring authority.

- d. When a decision is made to discontinue an academic program, teach out plans shall be developed by the appropriate dean, /director, or /designee in consultation with impacted UNAC bargaining unit members. Opportunities for continued employment during a teach out shall be offered to UNAC bargaining unit members in the order described in Article 10.3.

### 10.3 Reduction in Program

When a decision is made to reduce a program pursuant to University Regulation 10.06.010, a good faith effort shall be made to retain tenured UNAC bargaining unit members qualified in the discipline (as defined in Article 9) in preference to non-tenured UNAC bargaining unit members, to place in another program those tenured UNAC bargaining unit members qualified in the discipline (as defined in Article 9) in the MAU where appropriate, or to compose a workload for qualified UNAC bargaining unit members from activities assigned to part- time faculty in the program.

Opportunities for continued employment in a reduced program, or transfer to another program, shall be offered to UNAC bargaining unit members qualified in the discipline in the following order:

Tenured UNAC bargaining unit members

Non-tenured, tenure track UNAC bargaining unit members

Non-tenure track term UNAC bargaining unit members on full-time appointments

Non-tenure track term UNAC bargaining unit members on less than full-time appointments

Overload or other additional assignments, only to the extent of the additional assignment

UNAC Bargaining unit members not provided opportunities for continued employment according to the terms of this Section shall be terminated.

The chancellor or the chancellor's designee shall notify non-tenure track UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.
- b. From the third through sixth years, regardless of contract extensions, the UNAC bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the UNAC bargaining unit member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

Failure to provide notice as provided above shall not result in renewal of appointment. If notice is provided after the dates prescribed above, the University shall pay the UNAC bargaining unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short.

The chancellor or the chancellor's designee shall notify tenure track or tenured UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service with the University of Alaska.

- a. Within the first year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than February 15 for appointments based on the academic year, or three (3) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- b. Within the second year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine month (9) period.
- c. After two (2) or more years of uninterrupted service, the UNAC bargaining unit

member shall be notified twelve (12) months prior to the expiration of the final appointment.

If the program is expanded within two (2) years, previously tenured and qualified UNAC bargaining unit members shall be invited to return in the order provided in this Section above prior to hiring new full-time UNAC bargaining unit members. The UNAC bargaining unit member shall be provided at least thirty (30) days from the mailing of the invitation to notify the University of the decision to decline or accept. If the former UNAC bargaining unit member does not respond within thirty (30) days, the invitation shall be assumed to have been declined. Former faculty members wishing to receive such invitations shall be responsible for maintaining a current mailing address with the hiring authority.

#### 10.4 Financial Exigency

Following a declaration of financial exigency in accordance with Regents' Policy 04.09.060, UNAC bargaining unit members are entitled to written notice of termination a minimum of sixty (60) calendar days in advance of the cessation of their employment.

#### ~~10.5 Furloughs~~

~~To address budgetary shortfalls in any unit of the University, bargaining unit members may be subject to furlough via temporary unpaid leaves of absence or via prospective, temporary reductions in pay and equivalent work hours.~~

~~Furloughs shall be implemented in accordance with Regents' Policy and University Regulation 04.07.115 Employee Furlough.~~ (rejected by UNAC 2/21/22)

#### 10.5 Other Rights of Retrenched UNAC Bargaining Unit Members

Any terminated faculty member whose re-employment rights have not expired shall have the right to purchase, through the University, insurance coverage identical to that offered to other faculty at group rates, with the full cost to be paid by the terminated person.

#### 10.6 Exclusions

Non-retention or non-renewal of appointments under Article 9, or disciplinary actions under Article 11, shall not be considered a discontinuance or reduction of a program.