

ARTICLE 9

Union Rights

9.1 Recognition of the Union

- A. The University of Alaska recognizes the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO, as the exclusive bargaining representative for the following employees of the University of Alaska: faculty, librarians and counselors of a community college established by the University of Alaska Board of Regents; faculty, academic counselors and librarians whose principal assignment is at an extended site of the University of Alaska; faculty whose principal assignment is vocational-technical instruction; and faculty who are employed to teach exclusively at the lower division level, that is 200 level courses or below, or are employed to teach exclusively at the lower division level with a single part service assignment; but excluding department heads/chairs, supervisors, cooperative extension personnel, temporary personnel, aides, assistants, office clericals, those administrators who are not elected by the faculty and other persons not employed as instructional personnel or counselors as described above for more than fifty (50) percent of a full-time workload assignment or of the full-time workload assignment for the counselors and librarians described above.
- B. The professional assignment criteria set forth in 9.1.A. above determine unit membership.
- C. An individual shall be a Faculty Member at the time of appointment to a position meeting the professional assignment criteria set forth in 9.1.A above, except for: persons appointed to positions which by the term of the appointment is intended to be for less than one (1) academic year in duration; visiting faculty; and adjunct faculty. Visiting faculty meeting the professional assignment criteria set forth in 9.1.A above shall be a member of the bargaining unit only if appointed to the visiting position for more than one (1) academic year. For the purposes of this Agreement, "adjunct faculty" are employees who meet the definition of "adjunct" as it has been consistently used by the parties in the past.
- D. Should additional community colleges or extended sites of the University of Alaska be established, Faculty Members employed by the University meeting the criteria established in 9.1.A shall be covered by terms and conditions of this Agreement.

9.2 Agency Shop

- A. Except as provided herein, all Faculty Members shall, as a condition of employment or continued employment, pay to the Union a service fee which shall not exceed the

Union dues, to reimburse the Union for the expense of representing the Faculty Members.

- B. Except as provided herein, all Faculty Members shall, as a condition of employment or of continued employment, provide the University with a written authorization to deduct from each paycheck the Union service fee.

9.3 Checkoff

- A. The University agrees to deduct the service fee of the Union from the pay of those Faculty Members who authorize in writing that such deductions be made. Deductions shall be made in equal installments for the academic year, including those Faculty Members on ten (10), eleven (11) or twelve (12) month contracts. The aggregate deductions from all Faculty Members for each payroll period shall be remitted to the Union together with an itemized statement containing the names of the Faculty Members from whom the deduction has been made and the amount so deducted from each. The aforesaid remittance shall be made within fifteen (15) working days following the pay period in which such deductions have been made. Each Faculty Member's written authorization shall be irrevocable for the term of this Agreement or any extension thereof.
- B. The University shall remit the service fee (or dues) collected to the Union Treasurer at the address provided by the Union. The University's responsibility shall extend solely to collection and remittance and shall cease when the University's correct remittance check is cashed.
- C. The Union shall provide a Deduction Authorization Form to the University which shall be used by the University for all Faculty Members, Appendix C.

9.4 Union Campus Representative

- A. If the Union representative becomes subject to disciplinary action of any nature, the appropriate senior Union representative will be so notified and will together with the appropriate University administrator jointly investigate and report on the situation to the President of the Union and the President of the University within five (5) working days. Only following this investigation can the disciplinary process proceed.
- B. Official business between the Union and the University at each campus will be conducted through one designated Union representative.
- C. The Union shall provide the University with a list of duly certified officers, Union representatives, and senior representatives, including names, official addresses, and phone numbers, and maintain that list's currency.

- D. Substitutes will be provided for a Union campus representative from each campus to attend a regularly scheduled Union meeting on the first Friday of each month if the meeting conflicts with the representative's classroom duties or other duties for non-classroom members.
- E. Union campus representatives shall have their work assignment reduced according to the following schedule:
 - 1. The campus representatives who teach on those campuses where there are nine (9) or fewer Faculty Members shall have this activity fulfill a portion of their non-teaching assignment.
 - 2. The campus representatives who teach on those campuses where there are ten (10) or more Faculty Members shall have this activity fulfill their non-teaching assignment.
 - 3. Non-teaching Faculty Members shall have their workload reduced commensurately.

9.5 Union Use of University Facilities

- A. The Union may use the University's meeting facilities on the same basis as other organizations are permitted to use University facilities.
- B. The Union shall be permitted to use the University mail service for the purposes of intra-campus distribution on the same basis as other organizations are permitted to use University facilities.
- C. The University shall designate reasonable bulletin board space for the posting of official Union notices at each campus at which a Faculty Member is employed.
- D. University support services shall be provided the Union on the same basis as any other campus organization.

9.6 Union Office Space

The University will provide an unfurnished office in Building K, Room 214 or equivalent, with heat, lights, power, and two (2) telephone stations upon payment of \$5000 by the Union to the University no later than September 1 of each academic year.

9.7 Union Release Time

- A. The Union shall, in each semester of the regular academic year, have the right to buy out the classes or, proportionally, the work of other Faculty Members who serve as officers, or on Labor-Management committees or other work of the Union.

- B. The Union may, in each semester of the regular academic year, buy out thirty six (36) credits, or equivalent, at their sole option. It is understood by the parties that the Union may distribute these releases in any combination, including the buy out of all classes for one or more Faculty Members.

- C. The Union shall pay the University for the released time. In Academic Year 2007-2008, such cost for release time shall be one thousand four hundred dollars (\$1,400) per credit hour. In Academic Year 2008-2009, and 2009-2010, the cost for substitutes shall increase by a percentage equivalent to Faculty Members' across the board salary increase in each of those years, per Article 7. 1.C and 7.1.E.

- D. The past practice between the parties involving the mandatory release of Union officials is hereby extinguished. As of the date of this Agreement, the University has no further responsibility to provide unreimbursed release time, and the Union has no residual claim to unreimbursed release time.