UA Mediation Proposal Package (redlined against the January 1, 2017 - December 31, 2019 CBA) Comprised of Article 6 w/ Side Letter, Article 15, Article 16 Presented 10/11/22

ARTICLE 6 Academic Freedom and Responsibility

- 6.1 The University of Alaska and United Academics agree that academic freedom is essential to the mission of the University 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 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 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.
- 6.4 The University of Alaska 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.

TA'd

Docusigned by:

Melanie Arthur

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October 12, 2022

Docusigned by:

David C Eisenburg

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October 12, 2022

Docusigned by:

Tava Furguson

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October 12, 2022

UA Mediation Proposal Package (redlined against the January 1, 2017 - December 31, 2019 CBA) Comprised of Article 6 w/ Side Letter, Article 15, Article 16 Presented 10/11/22

SIDE LETTER AGREEMENT BETWEEN THE UNIVERSITY OF ALASKA AND UNITED ACADEMICS AAUP/AFT Local 4996, REGARDING ARTICLE 6.3

THIS SIDE LETTER AGREEMENT is entered into by and between the University of Alaska (University) and United Academics AAUP/AFT Local 4996 (United Academics) on this 11th day of October, 2022. Together, University and United Academics shall be referred to as "the Parties."

WHEREAS, the University and United Academics are bargaining a collective bargaining agreement (CBA) regarding the terms and conditions of employment of United Academics' bargaining unit members employed by the University; and

WHEREAS, the Parties have thus far been unable to agree to new language regarding Article 6.3; and

WHEREAS, the Parties also understand that Article 6.3 has existed in the Parties' prior CBA's; and

WHEREAS, the Parties wish to resolve their disagreement regarding Article 6.3.

NOW, THEREFORE, in consideration for the mutual promises that follow, the sufficiency of which is hereby acknowledged by the Parties, University and United Academics agree as follows:

- 1. Article 6.3's language shall remain as it was in the Parties' previous CBA that expired on December 31, 2021;
- 2. The Parties agree that 6.3 states that:

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.

3. Neither Party shall be able to rely on the Parties' bargaining history related to Article 6.3 in any dispute, grievance, claim, arbitration, or case. This limitation shall only apply to bargaining history from August 30, 2021, to present.

University of Alaska

(tau	cusigned by: VA FUYGUSON 06462E6179470.
Date:	October 12, 2022

United Academics

