COLLECTIVE BARGAINING AGREEMENT

between the

University of Alaska

and

United Academic – Adjuncts
AAUP-AFT/AFL-CIO

March 01, 2017 – February 28, 2020

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ARTICLE 1
Agreement and Duration

This Agreement is made and entered by and between the University of Alaska ("University"), and United Academic-Adjuncts, American Association of University Professors (AAUP)/American Federation of Teachers (AFT) ("United Academic-Adjuncts" and/or "Union").

This Agreement shall be effective March 1, 2017, when ratified by bargaining unit members and approved by the Board of Regents and shall remain in full force and effect to and including February 28, 2020. No later than July 1, 2019, either party may serve written notice on the other of its desire to continue, modify, or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty (60) calendar days, but in any event no sooner than August 1, 2019.

The monetary terms of this Agreement are not effective until they have been funded by the legislature pursuant to AS 23.40.215.

ARTICLE 2
Purpose

This agreement establishes the terms and conditions of employment at the University for all members of the United Academics – Adjuncts bargaining unit.

The University and United Academics - Adjuncts desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote the basic purposes of the University of Alaska. The parties share in the commitment of the 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 that the above stated principles shall be best served.

Unit members may continue to participate in governance activities to the extent they are expressly provided in MAU (MAU) policies and procedures, as amended from time to time.

ARTICLE 3
Recognition

3.1 The University recognizes United Academic-Adjuncts as the sole and exclusive representative for the members of the bargaining unit described below for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment as set forth in A.S. 23.40:

> All adjunct faculty in the following ranks: Instructor, Lecturer, Assistant Professor, Associate Professor, Professor; Research Assistant Professor, Research Associate Professor, Research Professor; Visiting Instructor, Visiting Lecturer, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor.

3.2 For purposes of this Agreement, "adjunct faculty" are faculty who are employed by the University of Alaska whose exclusive professional appointment is to teach one or more courses of up to and including 15 credit hours (as defined in University Regulation 10.04.09) or other academic assignment of less than 50 percent of a full-time appointment in an academic year or whose exclusive professional appointment is at least 10 but no more than 19 hours per week of instructional activity in a traditional classroom program for periods at least a semester or equivalent in length.

3.3 Excluded from the bargaining unit are: all regular faculty; faculty who teach non- credit courses less than a semester or equivalent in length; faculty who teach non- credit courses less than 10 hours or more than 19 hours per week; and all other employees of the University including, but not limited to, members of other bargaining units, executive officers, and employees in the above ranks who are supervisory or confidential. Notwithstanding the language of this article, employees who hold both adjunct appointments and temporary employee (nonacademic/non-student) appointments shall be in the bargaining unit. Extended Temporary employees, as defined in Board of Regent Policy and University Regulation 04.01.050, are excluded from the bargaining unit.

ARTICLE 4
Deductions, Membership Dues, and Representation Agency Fee

4.1 Obligations Regarding Membership Dues and Representational Agency Fee

4.1.1 All bargaining unit members, as a condition of employment and continued employment, shall be members of United Academic-Adjuncts, or in lieu of membership, pay to United Academic-Adjuncts a representational agency fee which shall not exceed the cost of Union dues, to the extent such dues represent bona fide expenses of representing the bargaining unit in negotiations and contract administration. In determining these bona fide expenses and in communicating with its members, United Academic-Adjuncts shall abide by all applicable federal and state law.

a. Notwithstanding paragraph 4.1.1, the following bargaining unit members are not required to either join the Union or pay a representational agency fee:

1. Visiting faculty in their first year of employment. (Visiting faculty are defined as faculty with appointments at another institution of higher education); and

2. Emeriti of the University of Alaska.

4.1.2 All bargaining unit members shall:

a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of membership dues or representational agency fees; or

b. Make alternate arrangements with United Academic-Adjuncts to pay the membership dues or representational agency fees.

4.1.3 Discharges for Non-Compliance

United Academic-Adjuncts will provide to the bargaining unit member all information, notices and procedures required by law (e.g. *Hudson*, *Knight*, 8 AAC 97.305-.320) regarding the collection of agency fees.

If a bargaining unit member fails to sign the representational agency fee deduction form or make adequate arrangements with the Union, to the Union's satisfaction, for the payment of this obligation within 20 days of the date the Union provides notices required by law, the Union will request that the University terminate the employment of the bargaining unit member. Along with the request, the Union will provide to the University's Statewide Office of Labor Relations acceptable evidence that the Union has provided to the bargaining unit member in a timely manner all information, notices and procedures required by law, as well as a copy of the materials provided.

Within five working days of receipt of the Union's request, the University will either notify the Union of any deficiencies in the information provided to the bargaining unit member, or send notice to the bargaining unit member that failure to make arrangements with the Union to pay appropriate agency fees, including any arrearage, within 10 working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to the Union.

Upon expiration of this 10-day period, the Union will certify to the University's Statewide Office of Labor Relations any continuing non-compliance by the bargaining unit member. Upon receipt of written certification of continued non- compliance, the University will terminate the employment of the bargaining unit member. Such termination may not be grieved by the Union nor will the Union assist the bargaining unit member with respect to such a grievance.

4.1.4 United Academic-Adjuncts shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liabilities that arise by actions taken by either party pursuant to this Article.

4.1.5 The University agrees to deduct the membership dues or the representational agency fee of United Academic-Adjuncts from the pay only of those bargaining unit members who authorize in writing that such deductions be made. Subject to the language below, a bargaining unit member's deduction authorization shall be preserved in the University's Banner system for 24 months from the expiration of a unit member's appointment unless earlier revoked by the unit member by giving written notice to the treasurer of United Academic–Adjuncts or to the University. The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to United Academic-Adjuncts within 15 working days following the deduction, with a listing of the bargaining unit members' names and the amount deducted.

4.1.6 Deduction authorizations shall terminate 90 days after the expiration of the collective bargaining agreement on February 28, 2020, unless revoked before that date by a unit member as addressed above, or unless extended by express mutual written agreement of the parties.

4.1.7 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.

4.1.8 Bargaining unit members authorizing deductions shall use the form agreed upon by the parties and provided by the University. The form shall include two levels of deduction, one for membership dues and one for representational agency fees.

4.1.9 All union charges, including but not limited to dues, initiation and agency fees of any kind, shall be charged as a percentage of compensation exclusive of any benefits, which percentage shall be equal for each bargaining unit member for each category of charge.

4.2 Additional Deduction

4.2.1 The University will establish a process to deduct from the pay of those bargaining unit members who authorize in writing that such a deduction be made, a payroll deduction to APEA/AFT for contributions or benefits pursuant to a voluntary agreement between an individual bargaining unit member and APEA/AFT.

4.2.2 The authorization shall be made on a form provided by the University to APEA/AFT, shall be provided to the bargaining unit member by APEA/AFT, shall be submitted by the bargaining unit member to APEA/AFT and shall be transmitted by APEA/AFT, sorted by MAU, to the University Labor and Employee Relations office in Fairbanks not more often than every two weeks.

4.2.3 The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to APEA/AFT within 15 working days following the deduction, with a listing of the bargaining unit members' names and the amount deducted. The deduction authorization shall terminate if revoked by the bargaining unit member by giving written notice to the treasurer of APEA/AFT or to the University.

4.2.4 Subject to the provisions of Article 4.2.3, the University may honor a deduction authorization signed during a prior period of employment. The University reserves the right to limit the number of times a bargaining unit member may initiate, change or revoke a deduction during a term of employment.

4.2.5 The University shall have no obligation to United Academic–Adjuncts APEA/AFT or bargaining unit members under this article other than to use ordinary care to remit any amount actually collected to the APEA/AFT Treasurer at the address provided by the APEA/AFT. Where the University fails to deduct or remits to APEA/AFT more or less than an amount due from a bargaining unit member, any adjustment shall be the sole responsibility of APEA/AFT and the bargaining unit member.

4.2.6 United Academic-Adjuncts/APEA/AFT shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liabilities that arise by actions taken by either party pursuant to this Article.

ARTICLE 5
Union Representatives, Rights, Membership Lists, Union Activities, and E-mail Use

5.1 The Union shall provide the University with a list of names, official addresses, and phone numbers of the duly certified officers and all representatives, and maintain that list's currency.

5.2 United Academic-Adjuncts representatives shall be permitted to conduct union business in and at University facilities only if such activities do not interfere with the professional responsibilities of bargaining unit members or with University operations.

5.3 The Union may use the University's meeting facilities for union business with bargaining unit members on the same basis as other non-University organizations at each campus.

5.4 The University shall provide a link on UAOnline and other appropriate university webpages to the United Academic-Adjuncts website where the Union may post information for bargaining unit members.

5.5 The University shall provide to the bargaining unit member (a) notice that the bargaining unit member is in the bargaining unit represented by United Academic-Adjuncts; and (b) a copy of the Authorization of Payroll Deduction of Membership Dues/Representational Agency Fees form to each new bargaining unit member with their letter of appointment. The Union will distribute copies of the contract to bargaining unit members.

5.6 The University shall provide the Union, upon reasonable request, and within 30 days of said request, with the information and data necessary to administer this Agreement. Said data shall be made available both in printed and electronic versions, if available. The Union shall pay for the cost of gathering, producing, copying, assembling, and otherwise providing requested information, except where the information requested is required by federal or state law to be provided to the Union at no cost.

5.7 The University shall provide a list of current bargaining unit members to the Union every biweekly pay period. The list shall include name, address, University phone number (if available), University e-mail address, assignment date, department and MAU. The University shall make a good faith effort to provide accurate bargaining unit member lists. The Union will make a good faith effort to timely inform the University of inaccuracies in bargaining unit member lists.

5.8 The Union may use the University's campus mail systems, including the electronic mail system, in accordance with law, Board of Regents' Policy, University Regulation and requirements as established by the University Office of Information Technology.

5.9 During their term of appointment, bargaining unit members shall have access to the University's electronic mail system in accordance with law, Board of Regents' Policy,

University Regulation and requirements as established by the University Office of Information Technology.

5.10 The parties agree that there shall be no retribution or reprisal against bargaining unit members or officers or representatives of the Union, for their participation in lawful union activities.

5.11 The Union will be allowed to attend and participate in campus-wide adjunct orientations. The University will make a good faith effort to provide the Union with notice of adjunct orientations.

ARTICLE 6
Academic Freedom & Responsibility

6.1 The University and United Academic-Adjuncts 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 bargaining unit member's academic freedom, in accordance with Board of Regents Policy & Procedures (P04.04.01).

6.2 The University and United Academic-Adjuncts agree that academic freedom is accompanied by the responsibility to provide objective and skillful exposition of one's subject, with an emphasis on accuracy, appropriate restraint, respect for the opinions of others, and to indicate when appropriate that one is an institutional representative.

6.3 The University and the Union agree that the University and its students are best served when well qualified and skillful faculty work in an atmosphere of mutual respect, regardless of their employment status.

ARTICLE 7
Resolution of Disputes

7.0 Purpose

It is the objective of the parties to encourage the prompt and fair resolution of disputes between the University of Alaska and United Academic-Adjuncts as they arise. The parties further agree that they may utilize mediation in the resolution of disputes upon mutual agreement of both parties. In the event such disputes become grievances, this Article provides the orderly procedures for the satisfactory adjustment of grievances.

7.1 Definitions

a. A "grievance" is:

i. an allegation by United Academic-Adjuncts that there has been a specifically cited allegation of procedural error or omission made in reaching decisions involving academic judgment; or

ii. an allegation by United Academic-Adjuncts or the University that an express term of the Agreement has been violated, misinterpreted or improperly applied; or

iii. an allegation by United Academic-Adjuncts that there has been a violation of Regents' Policy or University Regulation to the extent it concerns a term and condition of employment as defined in the Public Employment Relations Act.

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

b. A "grievant" is the party alleging a grievance and who has been damaged in some manner by the alleged violation.

c. Unless otherwise specified in this article, a "day" is a working day, Monday through Friday, at the unit from which the grievance arose, i.e., a day on which the University of Alaska Anchorage, University of Alaska Fairbanks, or University of Alaska Southeast, respectively, are open for business, even if classes are not scheduled.

d. A "filing" is the receipt of a written grievance by personal delivery, electronic and/or certified mail or electronic mail with a confirmed read-receipt. If personal delivery is used, the administrator shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery.

e. A "response" is the issuance of a written decision to a grievance by electronic and/or

certified mail with a confirmed read receipt, or personal delivery. If personal delivery is used, the Union shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery. Reasonable efforts will be made to avoid inappropriate disclosure of correspondence.

f. An "administrator" is the first level dean or director outside the bargaining unit with administrative responsibility for the academic unit in which the grievant is employed and the grievance arose.

g. A "meeting" can be conducted with the parties at one physical location or the parties connected by teleconference, videoconference, or other appropriate technology.

h. A "MAU" is a Major Administrative Unit. The MAUs are the University of Alaska Anchorage, the University of Alaska Fairbanks, and the University of Alaska Southeast.

7.2 Grievance Resolution Process

The Grievance Resolution Process is the sole and exclusive process for resolving grievances as defined in 7.1(a).

7.2.1 Step 1: Informal Resolution

The grievant or the Union must notify the responsible administrator of the grievance and must attempt an informal resolution with the administrator. The Union may inform Statewide Labor Relations of the grievance in an attempt to arrive at a mutually acceptable resolution of the matter. Notification that there is a grievance must be given in writing to the administrator within 30 calendar days after the event giving rise to the grievance, or within 30 calendar days after the grievant became aware, or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The administrator may delegate responsibility to respond to the grievance at this level.

If, within 10 days of notification of the administrator in Step 1, the attempt at an informal resolution of the grievance is not successful and the grievant chooses to pursue the grievance, the Union must file a formal grievance in writing with the administrator.

7.2.2 Step 2: Formal Resolution at First Level

The formal grievance shall be signed by a Union representative and shall include the following:

a. the specific term(s) of this Agreement alleged to have been violated, misinterpreted, or misapplied;

b. a description of the grounds of the grievance including names, dates, places, and times necessary for a complete understanding of the grievance;

c. a description of the damage suffered by the grievant;

d. the remedy sought;

e. the name(s), academic unit(s), MAU, telephone number, and address at which the grievant shall receive all correspondence related to the grievance; and

f. the name, telephone number, and address of the grievant's representative.

The administrator receiving the grievance shall, within 10 days, issue a written response to the Union representative.

If the Union is not satisfied with the response of the administrator at Step 2, the grievance may be advanced in writing to the chancellor within 10 days of the Union's receipt of the Step 2 response, or the date the response was due, whichever occurs first. The Union may copy Statewide Labor Relations with the grievance in an attempt to arrive at a mutually acceptable resolution of the matter.

If the administrator in Step 2 is the chancellor, the grievance shall move immediately to Step 4. If the administrator in Step 2 is the president, the grievance shall move immediately to Step 5.

7.2.3 Step 3: Appeal to Chancellor

Within 10 days following the receipt of grievance, the chancellor, or designee, shall issue a written response to the Union representative.

If the Union is not satisfied with the response of the administrator in Step 3, the grievance may be advanced in writing to the president of the University within 10 days of the Union's receipt of the Step 3 finding or the date the response was due, whichever occurs first.

7.2.4 Step 4: Appeal to President

The president, or designee, shall have the opportunity to review any grievance filed at or appealed to Step 4. The president, or designee, shall have 10 days to review the evidence and render a decision, or may request a meeting with dates, time limits, and other details to be agreed upon between the parties. In no case shall this review result in more than a 10 day delay in moving to the arbitration process described below, without the written consent of the parties. The president may, at any time, waive Step 4 and refer the parties to Step 5, arbitration.

7.2.5 Step 5: Arbitration

a. Arbitrator Selection

If the Union is not satisfied with the response of the president of the University, or his or her designee, and intends to advance the grievance to binding arbitration, it may do so by so notifying the University's Office of Labor Relations in writing within 20 days of the Union's receipt of the response or the date the finding was due, whichever occurs first. Within 10 days of notifying the University, the Union shall send a request to Federal Mediation & Conciliation Service (FMCS) for a list of arbitrators. Any fee for the arbitrators list shall be divided equally by the parties. The arbitrator shall be selected from this list by alternately striking names until only one name remains and will be the hearing arbitrator. The party striking first shall be determined by flip of a coin.

b. Arbitration Issues

Issues not specifically identified in writing in the Step 2 grievance filing or response shall not be submitted to the arbitrator for decision. The parties may mutually agree, in writing or on the record, to waive this provision, but neither party shall be obligated to do so. The arbitrator shall not consider allegations that are not filed and processed in a timely manner as prescribed in this Agreement.

c. Pre-Arbitration Communication

At least 10 days prior to an arbitration hearing, the parties shall provide each other tentative witness lists, statements of the issues, and copies of documentary evidence expected to be introduced in the hearing. In the interest of expediting the arbitration process, the parties shall attempt to stipulate to issues, facts, and evidence to be presented in arbitration.

d. Arbitration Hearing and Costs

To the extent consistent with the terms of this Agreement, the arbitrator shall schedule and conduct the hearing in accordance with the Rules of FMCS. The losing party shall pay the costs and fees of the arbitrator. Fees charged for postponement, unilateral withdrawal, or cancellation shall be borne by the party initiating such action. Each party shall be responsible for the costs of presenting its case.

e. Authority of the Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of the Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement for which there is a reasonable basis. Where provisions of the Agreement call for the exercise of academic judgment, the arbitrator shall not have the authority to substitute her/his judgment for that of the official making such judgment. In no case, shall the arbitrator have the

authority to grant a remedy that includes an appointment of any duration. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and established by applicable law. Damages may not exceed the amount of compensation for the term of the appointment under which the grievance was filed.

f. Retroactivity

An arbitrator's award may be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to the date the grievance was filed with the University.

7.2.6 General Provisions

a. Failure to File in a Timely Manner

If the grievant or Union does not initiate a grievance in accordance with the Article 7.2.1 of this Agreement, the grievance shall be considered invalid and shall not proceed any further in the grievance resolution process. The University may request the arbitrator decide the issue of timeliness prior to the arbitration on the merits. The timeliness issue shall be decided well in advance of the arbitration hearing on the merits.

b. Failure to Respond

If, at any step in Grievance Resolution Process, the University fails to respond within the time period prescribed, the Union may advance the grievance to the next step. If, at any step in the Grievance Resolution Process, the Union fails to respond within the time period prescribed, the instant grievance shall be considered permanently resolved on the basis of the University's latest response.

c. Grievance Meetings

Meetings between the grievance respondent and the grievant and/or the Union may be called by Labor Relations.

d. Modification of Timelines

By mutual agreement, the parties may extend the grievance filing and response timelines set forth in 7.2. Such agreements shall be confirmed in writing by the party requesting the extension. Extensions may be used to enable the parties to work informally to address and resolve disputes, either before or during the processing of grievances.

By mutual agreement, the parties may advance the step for filing a grievance, or may reduce the timelines set forth in Article 7.2. Such agreements shall be in writing signed by both parties.

e. Representation and Advice of Counsel or Staff

The Union and the University may be advised or represented by counsel or staff of their choice during any stage of grievance proceedings. Advice or representation by an attorney or staff person at any level shall not be the basis for disqualifying such attorney or staff person at any other stage. Any conflict of interest which might be raised upon the basis of such advice or representation is expressly waived with respect to all other stages of the process.

f. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a bargaining unit member for exercising, in good faith, his or her rights under this procedure.

7.2.7 Grievances Filed by the University

The University may file a grievance against the Union within 30 days after the event giving rise to the grievance occurred or within 30 days after the University became aware or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The grievance shall be filed by the University's director of labor relations with the president of the Union. If the grievance is not resolved within 30 days from the date of filing, the University may advance the grievance to arbitration pursuant to 7.2.5. The cost and fees of the arbitrator will be apportioned between the parties as determined by the arbitrator.

ARTICLE 8
Construction of the Agreement

8.1 This Agreement shall supersede any other policy, rule, regulation, or practice of the University which is contrary to, duplicative of, or inconsistent with its terms**.** It supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the University and the Union, and constitute the entire Agreement between the parties. Any supplemental amendment or agreement shall not be binding upon either party until the amendment or agreement has been reduced to writing and duly ratified by both parties. This Agreement shall likewise supersede any contrary, duplicative, or inconsistent terms contained in any individual contracts of unit members.

8.2 No change in policy, regulation, or rule made after the effective date of the Agreement ~~s~~hall extend or abridge any right expressly established by this Agreement during the period that this Agreement is in force, except through agreement with the Union.

8.3 No change made after the effective date of the Agreement in policy, regulation, or rule on a subject which affects the terms and conditions of employment of a bargaining unit member but is not specifically addressed in this Agreement shall be made by the University absent written agreement of the Union.

ARTICLE 9
Faculty Status: Appointment, Evaluation, Rank, End of Appointment

9.1 Faculty Appointment

Appointment of bargaining unit members shall be at the sole discretion of the University and shall not be subject to the grievance resolution process provided in this Agreement. Appointments shall be "at-will" and shall not carry any right or expectation of additional appointments, including adjunct and regular faculty appointments, or of any other term or condition of employment not expressly provided in this Agreement.

Bargaining unit members interested in further assignments are encouraged to share those desires with their Deans/Directors or designees. Methods of recording interest will be developed by the Labor Management Committee.

9.2 Evaluation

Bargaining unit members' performance may be evaluated at the sole discretion of the University. Any written evaluation of a bargaining unit member's performance shall be made available to the affected bargaining unit member in a timely manner. The bargaining unit member shall have the right to file a rebuttal to the evaluation, which rebuttal shall be appended to the evaluation.

9.3 Rank

The University reserves the right to appoint faculty to any rank included in the bargaining unit as set forth in Article 3.1.

9.4 Termination of Appointment

Appointments end at the expiration of the term of the appointment period. A decision not to rehire a bargaining unit member requires no explanation, notice, or reason and is not grieveable.

Consistent with the "at-will" nature of adjunct faculty employment, the University retains the right to unilaterally sever the employment relationship at any point during the employment relationship on any grounds allowed by "at-will" employment relationships which are not prohibited by law or this Agreement. Notwithstanding this language, if an adjunct believes that the severance of his/her employment is in retaliation for union activities or actions taken to seek compliance with this Agreement, he/she may request the reason(s) for the severance of his/her employment. Such a request will be made to the Union and will be the subject of a discussion between the Union and the University.

Only those disputes over the following grounds for severance of the employment relationship, expressly relied upon by the University in writing to the bargaining unit

member may be grieved:

- Decision by the University that in the course of employment the bargaining unit member has violated applicable federal or state law, or this Agreement.

The following actions are specific management rights exercised for the purpose of managing instructional activities, programmatic and student needs, and are not considered termination of bargaining unit members and are therefore not grieveable. Management rights include, but are not limited to, the following decisions:

- decision by the University to cancel a class before or during its progress;
- decision by the University to reassign an ongoing class from a bargaining unit member to a regular faculty member or any other University employee;
- expiration of appointment by its own terms;
- decision by the University to not offer a class; or
- any other ground that does not involve the bargaining unit member's violation of law or this Agreement.

If the University identifies a basis for severance set forth above, no further explanation is required.

9.5 Appointment Letters

When possible, letters of appointment for full-term Fall and Spring semester shall be presented to bargaining unit members at least thirty days prior to the day the class is scheduled to begin. All letters of appointment for full-term Fall and Spring semester will be presented to bargaining unit members no later than the first meeting with the class. All other letters of appointment, however, will be presented to the bargaining unit member no later than the tenth working day following the bargaining unit member's first meeting with the class.

9.6 Cancellation of Classes

The University shall provide written notice of class cancellation, in addition to any verbal notice that may be provided, to both the bargaining unit member and United Academic-Adjuncts. Failure to provide written notice does not result in continuation of employment.

If a full-term Fall or Spring semester class is cancelled within ten working days prior to the first meeting, a bargaining unit member who has signed and returned a written appointment letter, and completed all required training, shall receive compensation equal to the compensation that would have been received in one pay period for the cancelled class. If a full-term Fall or Spring semester class is cancelled earlier than ten working days no compensation for cancellation is due.

Unit members may petition their Dean/Director or designee for compensation of preparation work that was performed for a class cancelled prior to ten working days before the class was scheduled to begin.

If a class is cancelled at or after the first meeting, the bargaining unit member will receive pro rata compensation based on the number of classes taught out of the total number of classes scheduled. In addition, the bargaining unit member shall receive the compensation that would have been received in one pay period for the cancelled class. If a bargaining unit member who has not been issued an appointment letter is requested to and meets the first class and the class is subsequently cancelled, the bargaining unit member will be provided compensation according to this paragraph.

If compensation is due under these provisions for an accelerated course, compensation will be limited as follows: if cancelled before the second meeting, one-seventh of the compensation due for the full course; if cancelled at or after the second meeting, pro rata compensation for the number of classes taught. An accelerated course is defined as a course compressed into a time period of less than a full academic year semester.

These amounts shall be considered liquidated damages and the bargaining unit member shall have no further claim against the university, nor shall the cancellation be subject to the dispute resolution provisions of this agreement.

If a bargaining unit member is notified that a class is being cancelled as a result of low enrollment, the bargaining unit member in his/her discretion may agree to teach the class for reduced compensation, provided the compensation is at least $100 per student per credit. The University may either proceed with or may cancel the class at its discretion, subject to the cancellation provisions of this Article. If there is an offer to the bargaining unit member to teach a low enrollment class for reduced compensation, he/she shall have up to two days to decide whether to accept the offer.

ARTICLE 10
Personnel Files; Contents of Personnel Files

10.1 The University maintains a personnel file for each unit member. Upon request, the bargaining unit member shall be informed as to the location of the personnel file.

10.2 Bargaining unit members shall have the right to examine the file at any time during normal business hours and shall have the right to receive a copy of the official personnel file upon submission of advance written request to the Campus Academic Administration or Human Resources Office or the bargaining unit member's Dean.

10.3 A Union representative, having written authorization from the bargaining unit member concerned, and subject to the University's duty to provide for security of the records, may examine and copy the official personnel file of that bargaining unit member.

10.4 Copies of documents containing adverse information regarding a unit member shall be copied to the bargaining unit member by delivery to the unit member in person if practicable, or by regular U.S. Mail within five days of placement in the personnel file. Bargaining unit members may place in the file a response to adverse information contained therein. See also Article 9.2 regarding unit member evaluations.

10.5 The University shall not include material in the bargaining unit member's official personnel file unless the source is identified. Anonymous material shall be removed by the University upon request of the affected bargaining unit member, or if discovered by the University, with written notice to the bargaining unit member.

10.6 No items, except for anonymous material, may be removed from the bargaining unit member's official personnel file without the express written authorization of the bargaining unit member, except for brief inspection or copying.

10.7 If a disciplinary action or delinquency in job performance is reduced to writing by the appropriate administrator, the document shall be signed, dated, placed in the bargaining unit member’s official personnel file and a copy provided to the bargaining unit member. The bargaining unit member shall sign in writing to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. The right to challenge the action is limited to placement of the bargaining unit member’s response in the file. Placement of a disciplinary document in a file is not subject to the dispute resolution provisions of this Agreement or the just cause standard.

10.8 Documentation concerning disciplinary actions or delinquencies in job performance may be removed from a personnel file on request of the bargaining unit member after the expiration of two years.

ARTICLE 11
Job Assignment

11.1 The composition of professional duties and responsibilities of bargaining unit members will be determined by the appropriate administrator. A bargaining unit member engaged solely to teach is not required to attend faculty meetings (other than initial organization or orientation meetings, which include required trainings) or to engage in other activities unrelated to instruction of the assigned course(s), unless specifically compensated for this activity in the minimum amount of $30.00 per hour.

11.2 Bargaining unit members shall be responsible for instruction or other effort as defined in Article 3.2 for up to and including 15 credit hours, or equivalent, per academic year or equivalent period, or no more than 19 hours per week in the case of hourly employees. Bargaining unit members are responsible for advising the University if this limit is about to be exceeded and the University may unilaterally at its discretion cancel assignments to bring the job assignment into compliance with this limit. If cancellation of an assignment is the result of the bargaining unit member's failure to advise the University that this limit is about to be exceeded, the cancellation payment provided under Article 9.6 may be withheld at the discretion of the University.

11.3 Bargaining unit members shall be notified of their job assignment prior to the beginning of the academic term or as soon as reasonably possible as described in Article 9.5.

11.4 United Academic-Adjuncts recognizes the University's need for flexibility in determining Bargaining unit members' professional job assignments as the needs of the University change. When the need arises, an appropriate administrator may revise a bargaining unit member's job assignment. In such an event, the appropriate administrator shall notify the affected bargaining unit member in writing regarding the revised job assignment as soon as practicable.

11.5 The University recognizes the commitment made by long term adjunct personnel to the University and its students. Bargaining unit members who have taught for the University are welcomed and encouraged to apply for full-time term or tenure track positions as they become available. Bargaining unit members are encouraged to communicate with and seek guidance from the University's Human Resources departments regarding the University's application process as well as any questions that may arise.

11.6 As members of the academic community, bargaining unit members may apply for grants as part of their assigned job assignments. Grant applications shall be considered according to the procedures in place at the various MAU's as amended from time to time.

11.7 The University's decisions regarding bargaining unit members' professional job assignments are substantive academic judgments and are therefore not grievable.

11.8 Bargaining Unit Members will be reimbursed for travel expenses related to a professional job assignment, in accordance with university regulations regarding travel.

11.9 The same procedures for determining maximum class size for regular faculty will be used for bargaining unit members.

ARTICLE 12
Intellectual Property

The parties agree to be bound by Board of Regents' Policy P10.07.010 and University Regulation R10.07.010 regarding Intellectual Property as of the effective date of this Agreement.

ARTICLE 13
Salaries

13.1 Purpose

Bargaining unit members are compensated for their instructional service to the University. The University of Alaska's compensation program is designed to support the instructional mission of the University through the recruitment and appointment of outstanding bargaining unit members. This is to be accomplished by maintaining a competitive compensation plan and salary structure consistent with the University's needs and resources. Bargaining unit members will not be asked to accept or be paid less than the rates established in this Article, except as specifically allowed by the terms of this Agreement.

In determining a bargaining unit member's assignment and salary, consideration may include, but is not limited to, the following factors: the missions and goals of academic units, programmatic and student needs, the level, duration, and mode of delivery of a workload activity, and whether an activity requires extended contact hours.

13.1.1 Pay Delivery and Pay Period Advice

United Academic-Adjuncts bargaining unit members will participate in direct deposit of net pay. Using electronic means the University will deposit net pay and other reimbursements into employee designated financial accounts. Using electronic means the University will make available employee pay period advices.

13.2 Base Salaries

Bargaining unit members shall be paid at least the following rate for each semester credit hour taught from the beginning of the first full payroll period beginning in July 2016:

Number of Semesters Taught at UA	Minimum Rate
0-5	$1,186.93
6-11	$1,324.50
12 +	$1,469.36

Hourly Rate: The hourly rate of bargaining unit members who are paid on an hourly rather than per credit basis will equal at least the minimum per credit rate for their length of service divided by 45.

Bargaining unit members who traditionally have been compensated on a basis other than an hourly or per credit basis will continue to be compensated on that basis. Paper graders will be compensated at minimum of $10.75 per paper, or other rate as established by the administrator and the bargaining unit member.

Length of service for purposes of salary placement will be identified in the appointment letter. It shall be the responsibility of the bargaining unit member to verify his/her length of service and address any differences with the dean/director or hiring authority.

Movement of the minimum rate does not require movement of individual bargaining unit member's rates if such rates are in excess of the minimum rate.

13.3 Salary Placement

Salary placement shall be established by the University based on the needs and resources of the institution, the bargaining unit member's education and experience, and prevailing market conditions. Initial placement in excess of the minimum rates established in Article 13.2 may be made at the discretion of dean or director of the unit at which the bargaining unit member is employed. Salary placement decisions are not subject to dispute resolution under Article 7 of this Agreement unless the bargaining unit member and United Academic-Adjuncts allege that salary placements do not meet the minimum requirements.

13.4 Merit Bonus

Specifically limited to the term of this Agreement, the University may, at its sole discretion, award nonrecurring bonus payments to bargaining unit members for extraordinary performance, not to exceed $500 per bargaining unit member per fiscal year. The University will remind Deans/Directors each semester about merit bonuses. If the University determines that a merit bonus will be awarded, the dean/director or designee shall document the extraordinary performance in a written memorandum to include the name of the bargaining unit member, a description of the extraordinary performance and the amount of the merit bonus to be awarded. This memorandum shall become part of the bargaining unit member's official personnel file.

The University, at its sole discretion, may confer upon a bargaining unit member the title of University of Alaska Regents' Adjunct Faculty. Upon conferral of the title, the bargaining unit member will receive a lump-sum of $1,500. The criteria for this shall be developed by the Labor Management Committee.

The decisions made pursuant to this article, including the selection of recipients of merit bonus and the amounts of individual merit bonus shall not be grieveable.

At the request of United Academic-Adjuncts, the University shall provide written notice of merit bonuses to United Academic-Adjuncts within a reasonable time and shall include the names of the bargaining unit members, and the amount of the awards.

13.4.1 Merit Bonus Factors

Recommendations and determinations of merit bonuses by the dean/director for exemplary performance shall consider pertinent factors regarding bargaining unit member effort, such as the following:

- formal or informal evaluations conducted by department heads/chairs
- quality of student evaluations
- quality of research and/or grant awards
- creativity in artistic works
- high level of instructional effectiveness
- quality of service to the university community or to the profession
- quality of outreach efforts through distance education
- strong and mutually beneficial linkages with business, government, or community partners
- other instructional activity performed at an exemplary level

13.5 Most Favored Nation (Me-Too)

Should the University seek a salary adjustment consisting of across the board raises or lump sum payments for United Academics AAUP/AFT – Local 4996 bargaining unit members in its, FY19 or FY20 budget requests, it will seek an equivalent adjustment to salary minimums or an equivalent lump sum payment prorated by percentage of full time academic year employment for United Academic-Adjuncts unit members in its legislative budget request. In the event such a salary adjustment for United Academics AAUP/AFT – Local 4996 is rejected, barred or otherwise is not paid, the related adjustment for United Academic-Adjuncts unit members shall not be payable.

ARTICLE 14
Personnel Benefits

14.1 University Pension

Bargaining unit members are eligible for the University Pension, as amended from time to time, or Social Security, on the same basis as provided to bargaining unit members in place on the date of this Agreement. All disputes between a bargaining unit member and the University regarding eligibility for and ongoing participation in such matters shall be subject solely to the dispute resolution procedures provided in the plan documents.

14.2 Tax Deferred Annuities (TDAs)

As employees of the University, bargaining unit members are eligible to participate in TDA plans pursuant to IRS Section 403(b). Information concerning TDA retirement accounts may be found in the benefits section of the University's Human Resources webpage.

14.3 Educational Benefits

a. A bargaining unit member will earn a four credit tuition waiver in each semester of teaching. The waiver may be used by the bargaining unit member, his/her spouse, or dependent child under the age of 24, for graduate or undergraduate credit hour charges (tuition).

   Educational benefits provided in this Article are available to be used for courses on the same basis as may be used by other University employees.

b. A bargaining unit member must promptly apply for and document eligibility for the waiver prior to fee payment, and no refund of paid tuition will result from the application of this provision.

c. A bargaining unit member may accrue tuition waivers earned in accordance with this provision up to a maximum of 24 credits. Banked waivers shall expire 24 months after the bargaining unit member's last assignment in the bargaining unit represented by United Academic–Adjuncts or upon employment in another class of employment eligible for tuition waiver.

d. Once expired, a tuition waiver is not reinstated by subsequent employment.

14.4 Access to University Facilities and Services

During the term of appointment, bargaining unit members shall have access to libraries, public events, student recreation centers, and other facilities on the same basis as other university faculty.

14.5 Holidays

a. The following holidays are observed by the University:

1. Day of Spring Recess
2. Memorial Day
3. Independence Day
4. An additional day before or after July 4, as specified by the President
5. Labor Day
6. Thanksgiving Day and the day immediately following
7. An additional day before or after December 25, as specified by the President
8. Christmas Day
9. New Year's Day
10. An additional day before or after January 1, as specified by the President
11. Martin Luther King, Jr. Day in Celebration of Alaska Civil Rights

b. Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.

Religious holidays may be observed by bargaining unit members as leave without pay. Advance approval must be obtained from the Dean or Director, or designee.

c. Holidays may be changed at the discretion of the University.

14.6 Parking

During the term of an appointment to teach at the main campuses of UAS, UAA and UAF, non-premium parking permits for parking at the main campuses will be made available to bargaining unit members at a rate that is 50% less than is charged non- represented employees. For example, at UAA the discount would currently apply to Yellow semester or annual permits, and, at UAF, to monthly, 9 and 12 month permits, other than Gold reserved permits. In the event parking rates are increased for non-represented employees, the actual fee charged bargaining unit members will be increased proportionally. Refunds of parking permit fees to bargaining unit members will be provided on the same basis as non-represented employees.

14.7 Faculty Development

The University encourages professional development for all adjuncts. Bargaining unit members are encouraged to take advantage of a variety of professional development opportunities, such as pedagogical support, technology training, faculty seminars and workshops and peer mentoring, offered at various UA campuses. Bargaining unit members with current professional assignments and with a minimum of two semesters of instructional activity may annually submit a written proposal to their dean, director or designee requesting partial or full reimbursement of costs to attend professional conferences, meetings, seminars, or workshops directly related to their university job assignment. Expenses incurred by the bargaining unit member and documented by receipts may be reimbursed in part or entirely by the University at the sole discretion of the bargaining unit member's Dean, Campus Director, or designee. The bargaining unit member must obtain prior written approval consistent with University Policy and Regulations.

ARTICLE 15
Working Conditions, Availability of Parties Meetings

15.1 Health and Safety

15.1.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no bargaining unit member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

15.1.2 Any bargaining unit member who is injured or who is involved in an accident during the course of his or her employment, no matter how slight the injury, shall file an accident report with his/her Dean or Director, or their designee, as soon as possible after the injury or accident and prior to the end of the workday, whenever possible.

15.1.3 Upon request of United Academic-Adjuncts, the University agrees to assess any good faith allegations of unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported to the bargaining unit member(s) who reported the conditions and to United Academic-Adjuncts. The undertaking shall not increase liability.

15.1.4 The University will make available to bargaining unit members all information as required by local, state, and federal law dealing with occupational safety and health.

15.1.5 The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. The University shall provide necessary training for the operation of such safety equipment. Bargaining unit members agree to use such equipment properly and as directed by the University to prevent injury and accidents.

15.1.6 A bargaining unit member shall not be required to operate University equipment which does not conform to local, state or federal safety requirements.

15.2 Outside Activities

15.2.1 Bargaining unit members may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A bargaining unit member must provide a completed statement of outside activities. A copy of the Alaska Executive Branch Ethics Act and other information regarding the Act is available at:

http://www.alaska.edu/hr/forms/hr_ethicsforms/

15.2.2 Outside activities means work or activities which are not within the scope of the adjunct employment duties of the bargaining unit member. It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the employee's adjunct University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services.

15.3 Office Space and Administrative Support

15.3.1 The parties recognize that it is common for the demand for office and work space to exceed supply. When possible, the University will provide bargaining unit members with access to office or workspace. When a bargaining unit member must engage a student in a conversation made confidential by law, the University will provide an appropriate space for that conversation.

15.3.2 The University will provide bargaining unit members with logistical, administrative and clerical assistance in support of their assigned duties. The University will identify an administrative point of contact name and telephone number in the bargaining unit member's appointment letter. Bargaining unit members must comply with departmental procedures and provide sufficient advance notice of his/her request for administrative support.

15.4 Labor Management Committee

The parties recognize the need to develop an atmosphere of professionalism in the working relationships between bargaining unit members and the University on a variety of levels. In order to pursue this goal and to develop greater mutual respect, the parties agree that representatives from the bargaining unit and management, will meet at least twice each academic year for the purposes of improving communication and resolving labor relations matters.

The meetings may be held by teleconference. These meetings will serve as a basis for enhancing professional treatment of bargaining unit members and of recognizing and facilitating their professional contribution to the University. Discussion items shall be agreed upon in advance whenever possible, with both parties having equal opportunity to submit items. Any matter agreed upon by both parties may be discussed; this committee shall have not authority to alter, add to, subtract from, or otherwise modify the terms of this agreement. This committee shall not have the authority to adjust or resolve grievances.

ARTICLE 16
Management Rights

16.1 Except as specifically limited by this Agreement or by law, the University reserves all rights and privileges heretofore exercised by the University or granted to it by law including the right to:

a. enact policy or regulation for the governance of the University;

b. appoint officers, administrators, supervisors, and other employees who are not bargaining unit members;

c. establish policies and procedures in support of the educational, research, and service missions of the University;

d. establish and direct programs of instruction at the University;

e. declare and respond to financial exigency;

f. administer the University;

g. select, direct, set the number, assign, evaluate, and determine the rank of bargaining unit members;

h. adopt and enforce work rules and regulations applicable to bargaining unit members;

i. utilize technology in areas including, but not limited to, distance education;

j. determine the organizational structure of the University;

k. set performance and productivity standards;

l. establish, modify, reduce, or eliminate academic positions, programs, departments, colleges, schools, centers, or other units of the University;

m. transfer bargaining unit members across academic programs, departments, colleges, schools, centers, geographic locations, or other units of the University, and

n. take necessary action against bargaining unit members including to comply with appropriate federal or state law or the terms of this Agreement.

16.2 The University's exercise or failure to exercise any right, prerogative, or function hereby reserved to it 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.

ARTICLE 17
No Strike/No Lockout

The parties agree that there shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 18
Meet and Confer

Either party may request a meeting to discuss the administration and interpretation of this Agreement and any related issues. Such meetings shall not substitute for meetings required under Article 7, Dispute Resolution, with respect to the processing of any grievance.

ARTICLE 19
Severability

19.1 In the event any provision of this Agreement is held to be illegal, void, or invalid, in whole or in part by any court or administrative agency having competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as if the illegal, void, or invalid matter had never been incorporated in this Agreement.

19.2 Upon written request from either party, received within 60 days of a ruling by a court or administrative agency invalidating a provision of this Agreement, the parties will meet for the purpose of negotiating language to deal with the provision ruled invalid. All remaining terms of the Agreement shall remain in full force and effect.

ARTICLE 20
Totality of the Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the University, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

COLLECTIVE BARGAINING AGREEMENT

Between the

UNIVERSITY OF ALASKA

And the

UNITED ACADEMIC – ADJUNCTS
AAUP-AFT/AFL-CIO

UNIVERSITY OF ALASKA:

Tara Ferguson, UA Statewide

Dianna James, UAF

John Mouracade, UAA

Jill Hanson, UAS

Geoffrey Bacon, Spokesperson

UNITED ACADEMC ADJUNCTS:

Frances Polumsky, President

Katie Boylan Lubowicki, Negotiator

Ann Sponholz, Negotiator

Bruce Bowler, Negotiator

Michael Koskie, Spokesperson

Pete Ford, APEA Business Manager

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