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Presented September 30, 2024

ARTICLE 3
Recognition

3.1 The 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: 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, Counselors, Rehabilitation Faculty, Advisors, and other academically related personnel and department heads/chairs.

3.2 Excluded from the bargaining unit are faculty in the adjunct bargaining unit represented by United Academics Adjuncts. In addition, excluded are all other employees of the University including, but not limited to, employees in the above ranks who are supervisory or confidential. The University will not make a claim that department heads/chairs are supervisors based solely on their status as department heads/chairs or on their participation in the evaluation process.

3.3 If a faculty member's assignment changes in such a manner as to alter their bargaining unit status, the University will implement the appropriate change in status within a reasonable length of time. The Union will inform the 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.

For UNAC - Signature is for TA'd package

For UA - Signature is for TA'd package

DocuSigned by:
Jill Dumesnil
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September 30, 2024

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ARTICLE 4

Voluntary Deductions and Membership Dues

- 4.1 The University agrees to deduct the voluntary membership dues from the pay only of those bargaining unit members who authorize in writing that such deductions be made. All union charges, including but not limited to dues, initiation and service 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 (i.e., one category for membership dues). The aggregate deduction from all bargaining unit members for each payroll period shall be remitted to United Academics within fifteen (15) working days following the deduction, with a listing of the bargaining unit members' names and the amount deducted. Such deduction authorization shall remain in effect until or unless the deduction form is revoked in writing by the bargaining unit member.
- 4.2 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.
- 4.3 Bargaining unit members authorizing deductions shall use the deduction form agreed upon by both parties and provided by the University.
- 4.4 In the event of claims, demands, suits or grievances brought by or on behalf of one or more bargaining unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.

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ARTICLE 5

United Academics Representatives and Privileges, Release Time and Faculty Development

- 5.1 Representatives of United Academics shall be permitted to conduct Union business in and at University of Alaska facilities only if such activities do not interfere with the professional responsibilities of bargaining unit members or with University operations.
- 5.2 Release Time:
- a. United Academics may purchase the release of up to a total of forty-eight (48) workload units per semester upon payment to the University for the released portion of each bargaining unit member's salary and benefits. Exclusively in the case of bargaining unit members without credit hour assignments in their workloads, United Academics may buy out non-credit hour workload units as part of the total. United Academics may distribute release time in any combination of workload units to bargaining unit members.
 - b. United Academics shall notify the University no later than March 15 as to the bargaining unit members who are to receive releases during the subsequent academic year. In exceptional circumstances, changes may be made by United Academics no less than sixty (60) days prior to the beginning of a semester.
 - c. Payment to the University for released time must be made prior to the release of a bargaining unit member, upon presentation by the University of a billing statement.
 - d. The University may, at its sole discretion, substitute other bargaining unit members or non-bargaining unit members to perform the portions of the workloads from which bargaining unit members have been released. Funds remaining after substitute credit hours or non-credit hour workload units have been paid shall be used for faculty professional development. On September 15 of each year of this agreement, the funds will be distributed to the three MAUs based upon the percentage of bargaining unit members assigned to each. The funds will be designated to the office of the Provost for bargaining unit member professional development. Each Provost will convene a joint labor management group of two (2) representatives from each party to review requests and rank the requests for funding. Annually, by July 31, the University will provide to United Academics a list of bargaining unit members who received such funds, including amounts awarded, in the previous fiscal year.
- 5.3 United Academics 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.
- 5.4 United Academics may use the University's meeting facilities for United Academics' business with bargaining unit members on the same basis as other organizations.
- 5.5 The University shall provide ~~two (2)~~ **one (1)** unfurnished offices for use by United Academics, one at UAA and the other at UAF, upon payment of ~~\$16,555~~ **5,665** by

United Academics to the University no later than July 5 of each year. The office space consists of rooms 489, 489A, and 489B in Duckering Building at UAF, ~~as well as room 214 of the Professional Studies Building at UAA.~~ These rooms occupied by United Academics at ~~UAA and~~ UAF will continue to be designated for this purpose unless circumstances arise that make it necessary for alternate space to be considered. In such an event, the University will meet and confer with United Academics regarding an acceptable alternate space.

- 5.6 The University shall provide:
- a. Notice that the faculty member is in the bargaining unit represented by United Academics including providing the United Academics website link (~~www.unitedacademics.net~~) (unitedacademicsak.org) in the recruitment postings for positions that would be represented by United Academics;
 - b. Notice of and access to a copy of the voluntary Membership & Dues Payment and Deduction Authorization form to each new bargaining unit member no later than ten (10) days after their initial date of employment; and
 - c. Notice to each current bargaining unit member and to each new bargaining unit member no later than ten (10) days after initial date of employment that an electronic copy of this agreement is available on the University's and United Academics' websites.
- 5.7 The University shall provide United Academics, upon reasonable request, and within thirty (30) days of said request, with the information and data necessary to administer this agreement. Said data shall be made available in an accessible format. United Academics 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 United Academics at no cost.
- 5.8 The University shall provide a list of current bargaining unit members to United Academics every biweekly pay period. The University shall provide to United Academics a separate list of all bargaining unit members on August 15 and January 10.

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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.

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ARTICLE 7

Resolution of Disputes

7.0 Purpose

In the interest of promoting harmonious and cooperative relations between the University of Alaska and United Academics, the parties hereby agree to the following terms for the resolution of disputes.

7.1 Definitions

- a. A "grievance" is:
 - i. an allegation by United Academics that there has been a specifically cited allegation of procedural errors, or omissions made in reaching decisions involving academic judgment; or
 - ii. an allegation by United Academics or the University that an express term of the Agreement has been violated, misinterpreted, or improperly applied; or
 - iii. an allegation by United Academics 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.
- b. A "complaint" is an allegation by United Academics involving substantive academic judgments.
- c. A "grievant" refers to the bargaining unit member represented by United Academics alleging a grievance or the University alleging a grievance.
- d. A "complainant" refers to the bargaining unit member represented by United Academics alleging a complaint.
- e. A "day" is a working day, Monday through Friday, on which the University of Alaska is open for business, even if classes are not scheduled.
- f. A "filing" for all steps in the grievance process is:
 - i. email with demonstration of submission (e.g., copy to the originator from the originator), or
 - ii. hand delivery, or;
 - iii. USPS or a courier service with receipt of submission.

For purposes of timeliness, filing within the system constitutes delivery. For example, the moment an email is sent or the moment a letter is given to the delivery service is equivalent to filing.
- g. A "response" is the filing of the written response to a grievance or complaint.

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- h. An "administrator" is the first level University official outside the bargaining unit with administrative responsibility for the academic unit in which the grievant or complainant is employed. This would normally be the dean or the director.
- i. A "meeting" can be conducted with the parties at one physical location or the parties connected by teleconference, videoconference, or other appropriate technology.
- j. An "MAU" is a major administrative unit. These are the University of Alaska Anchorage, University of Alaska Fairbanks, and the University of Alaska Southeast.
- k. A "supervisor" is the first level of administration above the administrator. This would normally be the provost of an MAU.

7.2 Grievance Resolution Process

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

7.2.1 Step 1: Informal Resolution

United Academics must notify the responsible administrator of the grievance and must attempt an informal resolution with the administrator. Notification that there is a grievance must be given in writing to the administrator within thirty (30) days after the event giving rise to the grievance, or within thirty (30) days after the grievant became aware, or reasonably should have been aware of the event giving rise to the grievance, whichever is later.

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

7.2.2 Step 2: Formal Resolution at First Level

The formal grievance shall be signed by a United Academics' representative and shall include the following:

- a. the specific term(s) of this Agreement, Board of Regents' Policy, or University Regulation 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. the remedy sought;
- d. the name(s), academic unit(s), MAU, telephone number, and address at which the grievant shall receive all correspondence related to the grievance; and
- e. the name, telephone number, and address of the grievant's representative.

The supervisor receiving the grievance shall, within ten (10) days, schedule a meeting with the grievant and a United Academics' representative to occur as soon as it can be mutually arranged. Within ten (10) days following that meeting, the supervisor shall issue a written finding to the grievant and to United Academics.

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If United Academics is not satisfied with the finding of the supervisor at Step 2, the grievance may be advanced in writing to the chancellor within ten (10) days of United Academics' receipt of the Step 2 finding, or the date the finding was due, whichever occurs first.

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

7.2.3 Step 3: Appeal to Chancellor

The chancellor, or designee, receiving the Step 3 grievance shall, within ten (10) days, schedule a meeting with the grievant and United Academics to occur as soon as it can be mutually arranged. Within ten (10) days following the meeting, the chancellor, or designee, shall issue a written finding to the grievant and to United Academics.

If United Academics is not satisfied with the finding of the supervisor in Step 3, the grievance may be advanced in writing to the president of the University within ten (10) days of United Academics' receipt of the Step 3 finding or the date the finding was due, whichever occurs first.

7.2.4 Step 4: Appeal to President

The president, or designee, shall, within thirty (30) days of receipt of the grievance, schedule a meeting with the grievant and United Academics to occur as soon as it can be mutually arranged. The president, or designee, shall issue a written finding to the grievant and United Academics within thirty (30) days following the meeting.

If United Academics is not satisfied with the finding of the president of the University, or the designee, it may advance the grievance to binding arbitration within ten (10) days of United Academics' receipt of the finding or the date the finding was due, whichever occurs first, according to the process set forth below.

7.2.5 Step 5: Arbitration

a. Arbitrator Selection

If United Academics is not satisfied with the finding of the president of the University, or their designee, and intends to advance the grievance to binding arbitration, it may do so by so notifying the American Arbitration Association (at its regional office). This notification must be in writing according to a form letter mutually agreed by the parties and appended to this agreement, with a copy to the director of labor relations, within thirty (30) days of the grievant's receipt of the finding or the date the finding was due, whichever occurs first. The arbitrator shall be selected in accordance with the Voluntary Rules of the American Arbitration Association.

b. Arbitration Issues

Issues not specifically identified in writing in the Step 4 grievance filing or response shall not be submitted to the arbitrator for decision. The parties may mutually agree to waive this provision, but neither party shall be obligated to do so.

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c. Pre-Arbitration Communication

At least thirty (30) 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

The arbitrator shall schedule and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association. The parties in the grievance, who are United Academics and the University, shall share equally the costs and fees of the arbitrator, with the exception of fees charged for postponement, unilateral withdrawal, or cancellation, which 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. Where provisions of the Agreement call for the exercise of academic judgment, the arbitrator shall not have the authority to substitute their judgment for that of the official making such judgment, but shall be confined to whether the procedural steps have been followed.

If the arbitrator finds that the procedural steps have not been followed, and that the procedural error was substantially prejudicial to the substantive decision with respect to the grievant, the arbitrator shall remand the case to the decision level where the error occurred for reevaluation and may extend an appointment not to exceed one year. In no case shall the arbitrator have the authority to grant a remedy which includes an appointment of greater than one (1) year or has the effect of granting retention, promotion, or tenure. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and applicable law.

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 thirty (30) days prior to the date the grievance was filed.

7.2.6 General Provisions

a. Failure to Respond

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

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b. Rights of the Bargaining Unit

A United Academics representative shall have the right to be present, either as an advocate for the grievant or as an observer, in all meetings that occur as part of the grievance procedure.

c. Extension of Timelines

By mutual agreement, the parties may extend the grievance filing and response timelines set forth in Article 7.2. Such agreements shall be confirmed in writing by the party requesting the extension.

d. Representation and Advice of Counsel

United Academics and the University may be advised or represented by counsel of their choice during any stage of grievance proceedings. Advice or representation by counsel at any level shall not be the basis for disqualifying such counsel 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.

e. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a bargaining unit member for exercising their rights under this procedure.

7.2.7 Grievances Filed by the University

The University may file a grievance against United Academics within thirty (30) days after the event giving rise to the grievance occurred or within thirty (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 United Academics. If the grievance is not resolved within thirty (30) days from the date of filing, the University may advance the grievance to arbitration pursuant to Article 7.2.5. The cost and fees of the arbitrator will be apportioned between the parties as determined by the arbitrator.

7.3 Complaint Resolution Process

The Complaint Resolution Process is the sole and exclusive process for resolving complaints as defined in Article 7.1(b). A complaint concerning promotion, tenure, or non-retention is subject to the process described in 7.3.1. All other complaints are subject to the process described in 7.3.2. All formal complaints or appeals must include the following:

- a. a statement of the decision being appealed;
- b. the reasons why the complainant disagrees with the decision;
- c. the remedy sought;
- d. the name(s), academic unit(s), MAU, telephone number, and address at which the complainant(s) shall receive all correspondence related to the complaint; and
- e. the name, telephone number, and address of the complainant's representative.

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7.3.1 Complaints Regarding Promotion, Tenure, or Non-Retention

Upon formal notification of a decision involving promotion, tenure or non-retention, United Academics may, within ten (10) days after a bargaining unit member's receipt of such official notification, file an appeal with the chancellor. The chancellor shall refer the appeal to the appropriate appeals board as described below within ten (10) days of receipt of the appeal. The chancellor shall transmit the appeal to the chair of the appeals board for consideration by that body and a copy to United Academics.

The Appeals Board

a. Composition of the Appeals Board

An appeals board shall be formed at each MAU. The appeals board shall be composed of three (3) bargaining unit members to be selected through a process defined by United Academics and three (3) University representatives to be determined by the chancellor. United Academics will select the seventh member of the board who will serve as chair. Members shall be excused from considering any appeal if they have a professional or personal conflict such that they cannot render an impartial judgment. In the event a member of the board is excused, the original appointing party shall appoint a replacement. A bargaining unit member's participation on an MAU appeals board will qualify for inclusion in the service component of the bargaining unit member's workload. To facilitate a timely appeals process, bargaining unit member representatives for the upcoming academic year will be identified as part of the annual workload process.

b. Scope of the Appeals Board

The appeals board shall be empowered to consider appeals involving substantive academic judgments in matters of promotion, tenure, and non-retention. The function of the board is to hear the evidence relating to an appeal and to render a majority recommendation. The evidence subject to review by the board is limited to the documentary evidence considered in the original academic decision being appealed. The board may seek testimony from witnesses for clarification of the documentary evidence.

The board shall not substitute its judgment for that of the person or persons charged with the responsibility for making the appealed decision except that it may disagree with an appealed judgmental decision when, upon review of the entire record, the appealed decision is not reasonably supported by the evidence contained in the record.

c. Procedures of the Appeals Board

The board shall conduct its deliberations according to informal and non-adversarial procedures.

d. Recommendation of the Appeals Board

The board shall, within thirty (30) days of the receipt of the appeal from the chancellor, prepare a written recommendation addressing each issue included in the appeal presented to the board. The board's recommendation shall be forwarded to the

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chancellor as the final recommendation on the appealed decision. Members of the board not concurring with the majority opinion may submit a minority recommendation, which shall be presented in a meeting with the chancellor along with the majority recommendation.

e. Decision by the Chancellor

Upon advance written notice to the chair of the board, the chancellor may meet with the board at any time after receiving its recommendation for the sole purpose of seeking clarification concerning the basis and implications of its recommendation.

The decision of the chancellor shall be rendered in writing within twenty (20) days of the receipt of the board's recommendations. The chancellor's decision is final and binding and not subject to further review. Copies of the board's recommendations and the chancellor's decision shall be transmitted by the chancellor to the complainant and to United Academics within ten (10) days of their receipt.

7.3.2 Resolution of All Other Complaints

Prior to initiation of a formal written complaint, the bargaining unit member shall attempt an informal resolution of the dispute. Upon failure to reach a resolution during the informal process, a formal notification of a decision from the dean, director, or designee shall be provided in writing to the bargaining unit member within five (5) days of the informal resolution meeting. United Academics may, within five (5) days after the bargaining unit member's receipt of such official notification, file an appeal with the provost. The provost shall require a written response from the dean, director, or designee within five (5) days explaining the reason(s) for the decision. The provost has ten (10) days to make a decision, which within that time shall include a joint meeting with the bargaining unit member and dean, director, or designee. The decision of the provost is final and not subject to further appeal. The provost's final decision will be sent in writing to the bargaining unit member and United Academics.

7.3.3 General Provisions

a. Rights of the Bargaining Unit

A United Academics representative shall have the right to be present, either as an advocate for the complainant or as an observer, in all meetings that occur as part of the complaint procedure.

b. Extension of Timelines

By mutual agreement, the parties may extend the complaint filing and response timelines set forth above. Such agreements shall be confirmed in writing by the party requesting the extension.

c. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a bargaining unit member for exercising their rights under this procedure.

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ARTICLE 8

Construction of the Agreement

- 8.1 This Agreement shall supersede any other policy, rule, regulation, or practice of the University of Alaska which is contrary to, duplicative of, or inconsistent with its terms, and supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the University and United Academics, and shall constitute the entire Agreement between the parties. This Agreement shall likewise supersede any contrary, duplicative, or inconsistent terms contained in any individual contracts of unit members.
- 8.2 Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment or agreement has been reduced to writing and duly signed by both parties.
- 8.3 No change in Policy, Regulation, or rule made after the date of this Agreement shall extend or abridge any right established by this Agreement during the period that this Agreement is in force, except through agreement with United Academics.
- 8.4 No change made after the date of this Agreement in policy, regulation, or rule on a subject which affects the terms and conditions of employment of a unit member but is not specifically addressed in this Agreement shall be made by the University without providing advance notice to United Academics and an opportunity to meet and confer concerning the change.

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ARTICLE 14

Intellectual Property

14.1 Purpose and Superseding Obligations

- a. The purpose of the University of Alaska is the discovery and dissemination of knowledge, an essential part of which is stimulating the production of intellectual property by the faculty. The public interest and learning are best served by creating an environment in which creative effort and innovation can be encouraged, supported, and rewarded, while retaining for the public, the University, and its learning communities reasonable rights in, access to, and use of the intellectual property created with University support. To accomplish these purposes this article allocates rights between bargaining unit members and the University in varying degrees as may be appropriate or required under the circumstances.
- b. The provisions of this article are subject to and limited by federal and state law, preexisting obligations to collaborators, or in related grants, contracts, or other agreements with organizations other than the University. Bargaining unit members and the University shall execute all documents required to effectuate these allocations of rights.

14.2 Definitions

The following definitions shall apply in Article 14:

- a. "Intellectual Property" refers to products of the human intellect that have commercial value and that receive legal protection. Typically, intellectual property encompasses creative works, products, processes, imagery, inventions and services and is protected by patent, copyright, trademark, or trade secret law. This article addresses "works" and "inventions" as intellectual property that may be created by bargaining unit members.
- b. A "work" is any original work of authorship that is fixed in any tangible medium of expression and which is copyrightable under federal copyright laws. Examples of materials which may be works include but are not limited to fiction or non-fiction literature, poetry, diagrams, graphic designs, motion pictures, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, recorded lectures and presentations, musical or dramatic compositions, choreography, pictorial or graphic works, sculptural works, syllabi, assignments, tests, and other instructional materials whether in physical or electronic form and traditional academic works, such as journal articles, textbooks, and monographs.
- c. An "invention" is anything that is patentable under U.S. federal patent laws. Examples of inventions may include a new, nonobvious, and useful discovery, invention, process (including computer programs), machine, instructional material, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, improvement or extension of these items.

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- d. "University supported" shall mean works and inventions which are produced with the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University. University support does not include use of University facilities or resources that are available commonly to the general public. Examples of such University-supported works include syllabi and other course materials. Ownership of such works shall fall under section 14.3(a)(2) discussed below.
- e. "University sponsored" shall mean works and inventions which are specifically commissioned by the University and identified as such by a written agreement signed by the University and the bargaining unit member; funded by such means as a specified course release or overload payment which designates the product as University sponsored; or which are funded in whole or in part by a third-party grant or contract.
- f. "Net proceeds" are the gross receipts derived from trademarks, materials, inventions, discoveries and/or intellectual properties, including but not limited to, rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the University and the bargaining unit member in connection therewith. Such costs include but are not limited to all direct costs and expenses, apportioned indirect costs and expenses, costs and expenses of obtaining, securing and protecting patents, copyrights and trademarks, marketing costs, and all attorney's fees. Gross receipts do not include tuition and fees and research funding received by the University of Alaska.
- g. "Independent efforts" are works or inventions made in the course of independent efforts of the bargaining unit member. The ideas for these works or inventions came from the bargaining unit member; the work or invention was not University supported as defined herein.

14.3 Works

a. Ownership, Rights, and Responsibilities

1. Independent Efforts

A work made in the course of independent efforts is the property of the bargaining unit member, who has the right to determine the disposition of such work and net proceeds derived from such work. Bargaining unit members are solely responsible for works created through independent efforts. Independent efforts remain subject to the requirements and prohibitions of the Alaska Executive Branch Ethics Act.

2. University-Supported Efforts

The bargaining unit member shall retain ownership and control of University supported work produced by the bargaining unit member. Such work shall not be used in a manner which conflicts with the interests of the University. The University and the bargaining unit member shall share the net proceeds from supported works according to Article 14.3(c). The bargaining unit member shall not commit any act which would tend to defeat the University's interest in the work

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and shall take any necessary steps to protect such interest. The University reserves the right to use all supported works on a royalty free basis.

3. University-Sponsored Efforts

If the work was sponsored by the University, the University retains all rights and net proceeds, unless a written agreement between the bargaining unit member and the University, reached prior to the start of work and approved by the president or designee, provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; collaborator rights; consultation rights; compensation with respect to requested revisions; and nonexclusive use of the sponsored work by the bargaining unit member for educational purposes while employed at the University, or for inclusion in the bargaining unit member's evaluation materials.

b. Disclosure of Works/University Review

1. A bargaining unit member shall fully disclose a work with commercial value prior to sharing it in a publication or otherwise with the public. The bargaining unit member shall disclose to the president or designee and the MAU's Office of Intellectual Property and Commercialization or equivalent. Further in accordance with the terms of this Agreement, the bargaining unit member hereby assigns and shall complete all documents necessary to assign rights to the University for such University-Supported or University-Sponsored works.
2. Following disclosure, the president or designee, will inform the bargaining unit member whether the University disclaims an interest in the work as a sponsored, supported or independent work. The bargaining unit member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the University has an interest. Disclaimer of interest as a University sponsored work does not limit the author/creator's obligations to disclose and share proceeds from supported works per the terms of this article.

c. Distribution of Net Proceeds from Works

Subject to the provisions of this article, the net proceeds from works shall be allocated between the bargaining unit member or bargaining unit member's heirs, successors or assigns and the University in accordance with the schedule in effect at the time of disclosure or pursuant to a written agreement negotiated between the bargaining unit member and the president or designee prior to start of work. The current schedule is provided below.

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Total Net Royalty or Revenue Per Work	Author/Creator's Distribution	University's Distribution
First \$10,000	100%	0
Subsequent net royalty or revenue	50%	50%

- d. A bargaining unit member who terminates employment with the University retains all rights and obligations, such as sharing of net proceeds, to works as provided in this article unless otherwise governed by a written agreement between the University and the bargaining unit member. The terms of the Collective Bargaining Agreement in effect at the time of disclosure shall govern the distribution of net proceeds (royalties) between the University and the former bargaining unit member.

14.4 Inventions

a. Ownership, Rights, and Responsibilities

1. Independent Efforts

An invention made in the course of independent efforts is the property of the bargaining unit member, who has the right to determine the disposition of such work and net proceeds derived from such work. The bargaining unit member and the president, or designee, may agree that the patent for such invention be pursued by the University and the proceeds shared.

2. University-Supported Efforts

An invention made using University support is the property of the University. The bargaining unit member shall share in the net proceeds therefrom according to Article 14.4(d). The bargaining unit member shall not commit any act which would tend to defeat the University's interest in the invention and shall take any necessary steps to protect such interest.

3. University Sponsored Efforts

If the University sponsored the effort leading to the invention, the University retains all rights and net proceeds, unless a written agreement between the bargaining unit member and the University, provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; licensing rights; and marketing and commercialization plans.

b. Disclosure of all Inventions/University Review

- 1. A bargaining unit member shall fully disclose an invention prior to sharing it in a publication or otherwise with the public. The bargaining unit member shall disclose to the president or designee and the MAU's Office of Intellectual Property and Commercialization or equivalent. Further, in accordance with the terms of this

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Agreement, the bargaining unit member hereby assigns and shall complete all documents necessary to assign rights to the University for such University-Supported or University-Sponsored inventions.

2. The president, or designee, shall conduct an investigation that shall assess the respective equities of the bargaining unit member and the University in the invention and determine its importance and the extent to which the University should be involved in its protection, development and promotion. If the University determines not to disclaim its interest, it will provide the bargaining unit member with a written plan for the protection, development and promotion of the invention as soon as is practicable.
 3. Upon the University disclaiming its interest or rights in the invention, the president, or designee, shall inform the bargaining unit member of the University's decision regarding ownership of the invention and the University's legal rights thereto.
 4. The University and the bargaining unit member shall execute a written statement reflecting the distribution of net proceeds set forth in Article 14.4(d).
- c. Release of Rights
1. The president or designee may elect to disclaim the University's interest in an invention at any point. In the event of a disclaimer, the University will facilitate a bargaining unit member's efforts to obtain prompt determinations on the part of interested parties regarding their exercise or release of rights with respect to the invention. If all interested parties also release or disclaim interests, the University shall transfer any rights it has in the invention to the bargaining unit member. Unless otherwise agreed in writing by the president or designee, in the event of such a transfer, the costs incurred by the University or on its behalf shall be assessed against the future revenues received by the bargaining unit member. In addition, unless otherwise agreed, the University will be entitled to 12.5 percent of net proceeds, and the invention shall be available royalty-free for University use.
 2. If the University offers or sells a patent to an invention or other rights to an invention, the agreement with the third party purchaser shall incorporate the provisions of this article regarding the bargaining unit member's share of the net proceeds unless a written agreement signed by the bargaining unit member specifies otherwise.

d. Distribution of Net Proceeds from Inventions

Subject to the provisions of this article, the University agrees, for and in consideration of patent rights, to pay annually to the bargaining unit member, the bargaining unit member's heirs, successors or assigns, a royalty share of the net proceeds, received by the University for each patent or other intellectual property right assigned to the University according to the schedule in effect at the time of disclosure or pursuant to a written agreement negotiated between the bargaining unit member and the president or designee prior to start of work. The current schedule is provided below.

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Total Net Royalty or Revenue per invention	Inventor’s Distribution	University’s Distribution
First \$10,000	100%	0%
Subsequent net royalty or revenue	50%	50%

- e. A bargaining unit member who terminates employment with the University retains all rights and obligations, such as net proceeds, to inventions as provided in this article, unless otherwise governed by a written agreement between the University and the bargaining unit member. The terms of the Collective Bargaining Agreement in effect at the time of disclosure shall govern the distribution of net proceeds (royalties) between the University and the former bargaining unit member.

14.5 Outside Activity and Intellectual Property

Outside activities are subject to the requirements and prohibitions of the Alaska Executive Branch Ethics Act, including advance disclosure of outside employment and activities, and use of information or opportunities learned of in the course of official duties. See article 17.8 of the Agreement.

Before a bargaining unit member enters a contract that requires the bargaining unit member to waive the bargaining unit member's or University's rights to any work or inventions which arise during the course of such outside activity, the contract must be disclosed to and approved by the president, or designee.

A bargaining unit member who proposes to engage in such outside activity shall furnish a copy of this article and the University's patent policy to the outside employer prior or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

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ARTICLE 17

Working Conditions

17.1 Nondiscrimination

17.1.1 Neither the University nor United Academics shall discriminate on the basis of United Academics related activity.

17.1.2 A bargaining unit member shall have the right to use the Board of Regents Policy and University Regulation 04.02. General Personnel Policies or any external administrative agency dispute procedures should an allegation regarding illegal discrimination arise.

17.2 Health and Safety

17.2.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, the prevention of accidents, and response to national or local health crises, 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 at all university facilities, following applicable requirements. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall participate in all required safety and accident prevention programs and trainings. 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.

17.2.2 Any bargaining unit member who is injured or who is involved in an accident during the course of employment, no matter how slight the injury, shall file an accident report with their dean, director, or designee prior to the end of the workday or as soon as possible after the injury or accident.

17.2.3 The University agrees to assess any 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 Academics.

17.2.4 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. The University will make available to bargaining unit members information regarding national or local health crises that may impact the University workplace.

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

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

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17.3 Other Required Training

Bargaining unit members shall participate in all University required training (e.g., FERPA, Title IX, emergency response).

17.4 Bargaining Unit Member Hours

Bargaining unit members shall maintain hours that meet the teaching, research/creative activity, and service responsibilities of their assigned workload and other University obligations. Bargaining unit members shall establish, post, and maintain reasonable office hours that provide for student contact and that meet the educational and programmatic needs of the University. The bargaining unit member's scheduled office hours, whether they are in person and/or virtual, shall be submitted to and approved by the bargaining unit member's dean, director, or designee.

17.5 Faculty Offices and Office Technology

The University shall assign individual office space and provide office technology in a fair and nondiscriminatory manner which supports bargaining unit members' ability to meet the entire workload expectations.

17.6 Assignments Requiring Travel or Use of Personal Vehicle

17.6.1 Bargaining unit members incurring expenses while traveling on University business shall be reimbursed in accordance with applicable provisions of University Regulation 05.02.060.

17.6.2 Bargaining unit members shall be eligible for reimbursement of mileage expenses incurred while using a personal vehicle on University business. Reimbursement for vehicle transportation expenses shall be limited to the lower of commercial airfare or the standard vehicle mileage rate allowable for federal income tax purposes.

17.7 Relocation

Bargaining unit members who are transferred by the University to a work location more than sixty (60) miles from the current work location shall be reimbursed for moving expenses in an amount up to one (1) month's salary at the bargaining unit member's current rate of pay. Exceptions shall be as provided in University Regulation 05.02.060. The University shall give at least six (6) months' advance notice to any bargaining unit member whom it intends to transfer.

17.8 Outside Activities

17.8.1 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 copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a bargaining unit member by the Office of Human Resources.

17.8.2 Outside activities means work or activities which are not within the scope of the regular 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

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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 regular University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services. In reviewing outside activities, deans, directors, or their designee will consider whether outside activities are required for certification, training, licensure, or other professional requirements, if mandated by licensing bodies to perform academic duties for the university.

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ARTICLE 18 ***Management Rights***

- 18.1 Except as specifically limited by law or this Agreement, the University reserves all rights and privileges heretofore exercised by the University or granted to it by law. Examples of management rights include 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, tenure, and promote bargaining unit members;
 - h. adopt and enforce work rules and regulations applicable to bargaining unit members;
 - i. provide and 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. discipline bargaining unit members including, but not limited to, the right to reprimand, suspend, or discharge.
- 18.2 The University's exercise or failure to exercise any right, prerogative, responsibility, or function hereby reserved to management shall not be considered a waiver of the University's right to exercise such right, prerogative, responsibility or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

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ARTICLE 19
No Strike/No Lockout

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

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ARTICLE 21
Severability

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.

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ARTICLE 22
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, United Academics 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.