

UA partial proposal presented 8/31/21 (15.4.3)

UNAC Proposal Presented 10/18/21

~~UA rejected language proposed by UNAC~~

~~UNAC rejected language proposed by UA~~

ARTICLE 15 *Compensation*

15.1 Purpose

UNAC members are compensated for their teaching, scholarship, creative activity and service to the public, their institution, and their profession. The University of Alaska's compensation program is designed to support the teaching, research, and service mission of the University through the recruitment and retention of outstanding UNAC members. This is to be accomplished by maintaining a competitive compensation plan and salary structure consistent with the University's needs and resources.

15.2 Salary Minimums

Minimum base academic year salaries for ~~the initial hire of~~ UNAC members shall be as follows:

Rank/Status	Minimum
Post Doctoral Fellow	\$42,250 36,600
Instructor/ Lecturer	\$55,100 47,500
Assistant Professor	\$66,100 57,000
Associate Professor	\$72,800 63,000
Professor	\$80,100 69,000

15.3 Initial Placement

The University and United Academics are committed to the recruitment and retention of high quality faculty members. The University will, in good faith, make initial placements of new faculty members competitive with appropriate market comparators. Initial and subsequent appointments, rank, type of appointment, and base academic year salary shall be established by the University. Rank, appointment, and salary shall be based on the needs and resources of the institution, the UNAC member's education and experience,

and prevailing market conditions as indicated by annual surveys of faculty salaries from sources appropriate to the hiring department or program which shall include, but not be limited to, the American Association of University Professors (AAUP), the Oklahoma State University (OSU), and the College and University Professional Association for Human Resources (CUPA).

15.4 Base Salary Adjustments

Increases in the base academic year salaries of UNAC members shall occur in the manner prescribed in this Article.

15.4.1 Annual Salary Increases

a. Cost of Living Adjustment (COLA)

The UA administration shall provide COLAs to eligible unit members effective the first full pay period after July 1, 2022, July 1, 2023, and July 1, 2024. COLAs shall be made before market increases are distributed.

There shall be no annual salary increases during the term of this Agreement after December 31, 2024.

In FY23, eligible bargaining unit members shall receive a three percent (3.0%) COLA increase to base salary or the previous calendar year annual percent change in the consumer price index (CPI) for urban Alaska, whichever is greater.

In FY24, eligible bargaining unit members shall receive a three percent (3.0%) COLA increase to base salary or the previous calendar year annual percent change in the CPI for urban Alaska, whichever is greater.

In FY25, eligible bargaining unit members shall receive a three percent (3.0%) COLA increase to base salary or the previous calendar year annual percent change in the CPI for urban Alaska, whichever is greater.

b. Each unit member will receive a lump-sum distribution (to base) of \$1000, prorated by FTE, in each year of the contract.

Unit members who are employed on September 15, 2021 and who remain employed as of September 15, 2022 are eligible for the distribution in FY23.

Unit members who are employed on September 15, 2022 and who remain employed as of September 15, 2023 are eligible for the distribution in FY24.

Unit members who are employed on September 15, 2023 and who remain employed as of September 15, 2024 are eligible for the distribution in FY25.

Payment to eligible unit members will be included in the first full pay period following September 15.

15.4.2 Promotion Increases

In the year of promotion in rank (promotion from Assistant to Associate Professor, Associate Professor to Professor), a UNAC member shall receive a ten percent (10%) increase in current base salary, in addition to all other base salary adjustments. The increase in base salary shall be effective the first full pay period after July 1, following the UNAC member's promotion. Any violations of the express provisions of this Article will be subject to the grievance process.

15.4.2 3 Retention and Equity Increases

Retention offers and equity salary adjustments shall be at the sole discretion of the University; however equity salary adjustments shall be discussed with United Academics prior to implementation. UNAC members may challenge University decisions made pursuant to this Article. Such decisions shall be considered substantive academic judgments. The UA Administration and UNAC will convene an Equity Labor-Management Committee (LMC) by January 2023. This Equity LMC will determine the process of an equity study to be completed by 1 June 2023. The UA Administration will provide at least \$1 million to bring all UNAC members to equitable levels of compensation.

There shall be no retention or equity increases during the term of this Agreement effective after December 31, 2024~~19~~.

15.4.3~~4~~ Market Increases

The University and United Academics are committed to the recruitment and retention of high quality faculty members.

15.4.4.1 Completion of the UA Market Compensation Project

The University will complete the distribution of the UA Market Compensation Project, i.e., phases 2 and 3, for all UNAC members with adjustments effective the first full pay period after July 1, 2022.

15.4.4.2 Market Increases

For market increases, the UA Market Compensation Project market competitor/comparison salary for each UNAC member will be increased by 20% to account for additional cost of living in Alaska.

Market increases to eligible UNAC members will be effective the first pay periods after July 1, 2023 and July 1, 2024, respectively.

A market salary increase pool of \$9 million will be made available by the University in each year of the second and third year of this agreement (\$18 million total) to be distributed to qualifying UNAC members for market increases to base salary following the UA Market Compensation Project process, with "cost of labor" increased by 20% (\$9 million for FY24, \$9 million for FY25). For each year,

qualifying UNAC members will receive their equiproportional share of the \$9 million market increase pool added to base salary; base salaries of UNAC members cannot be lowered as a result of this process.

~~Any market increases to eligible UNAC members will be effective the first full pay period after July 1, 2018~~ ~~the beginning of the specified fiscal year.~~

~~There shall be no market increases for FY18~~22~~. The University may distribute market increase in FY19~~23~~ and FY20~~24~~, if funds are made available.~~

~~If funds are made available, a joint Union and University Labor Management Committee for Market Salary Increase will be formed to analyze salaries and determine the distribution of the calculated pool. The Union and the University may each select up to three participants to serve on this committee. The committee shall determine relevant employment factors and procedures for distributing the calculated pool using comparator market data appropriate to each MAU. The joint Union and University Labor Management Committee for Market Salary Increase will document the procedure used to determine and distribute market salary increases in a joint Letter of Understanding.~~

If funds are made available, a joint Union and University Labor Management Committee for Market Salary Increase will be formed to analyze salaries and determine the distribution of the calculated pool. The Union and the University may each select up to three participants to serve on this committee. The committee shall determine relevant employment factors and procedures for distributing the calculated pool using comparator market data appropriate to each MAU. The joint Union and University Labor Management Committee for Market Salary Increase will document the procedure used to determine and distribute market salary increases in a joint Letter of Understanding.

~~Individual market adjustments will be made according to each eligible UNAC member's equiproportional share of the pool based on the amount of the individual UNAC member's negative residual in FY19 and FY20. No distributions will be made in excess of a UNAC member's full residual; nor will distributions be made if the amount of the residual is less than one percent (1.0%) of their nine-month base salary. The parties will meet and confer as needed regarding the salary analysis and will agree on the distribution of the pool in each year.~~

~~There shall be no further increases under this provision during the term of the agreement after December 31, 2019~~24~~.~~

15.5 Merit Bonuses

In addition to any base salary adjustments provided in this Article, the University ~~may, in its sole discretion,~~ **will** award nonrecurring bonus payments to UNAC members for extraordinary performance far beyond expectations. ~~If~~ **When** the University ~~determines that awards~~ merit bonuses ~~will be awarded,~~ the dean/director shall recommend to the provost those UNAC members whose exemplary performance ~~may~~ warrants a bonus. The

provost shall then determine the recipients and amounts of merit bonuses. Award of merit bonuses is not subject to the dispute resolution process under Article 7.

The University ~~may~~ will provide up to one percent (1%) of the total base payroll for merit bonuses each fiscal year. The one percent (1%) of the total base payroll will be calculated as of July 1 of each fiscal year.

There shall be no merit bonuses during the term of this agreement after December 31, 2024~~19~~.

15.5.1 Merit Bonus Factors

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

- formal or informal evaluations conducted by department heads/chairs
- quality of teaching
- number and quality of scholarly publications
- success in securing externally funded grants, contracts or awards
- success in completion of grants, contracts or awards
- creativity in artistic works and performances
- progress in establishing or developing a research program
- high level of instructional effectiveness
- quality of service to the university community or to the profession
- development and commercialization of intellectual property
- quality of outreach efforts through distance education
- strong and mutually beneficial linkages with business, government, or community partners
- other scholarly activity performed at an exemplary level

15.5.2 Limited Merit Bonuses

Specifically limited to the term of this agreement, the University may, at its sole discretion and according to factors determined by the dean/director, award nonrecurring bonus payments to UNAC members not to exceed \$1000, for performance of

nonrecurring activities or service to the University. Limited merit bonuses shall not require written justification memoranda. The University shall not be required to provide written notice of limited merit bonuses to United Academics unless specifically requested to do so by the union.

Specifically limited to the term of this agreement, United Academics agrees that limited merit bonuses are not subject to dispute under Article 7.

15.5.3 Post-Tenure Evaluation Merit Bonuses

The University may, at its sole discretion, award nonrecurring merit bonus payments to UNAC members who achieve an exemplary post-tenure evaluation. The University shall provide written notice of merit bonuses to United Academics within a reasonable time and shall include the name of the UNAC member and the amount of the bonus.

United Academics agrees that post-tenure evaluation merit bonuses are not subject to dispute under Article 7.

15.6 Merit Pay Adjustments

Merit pay adjustments to base salary may be awarded to UNAC members for sustained exemplary performance. Award of merit pay adjustments are not subject to the dispute resolution process under Article 7.

15.6.1 Merit Pay Criteria

Criteria for such adjustments may include:

- number and quality of scholarly publications
- creativity in artistic works and performances
- success in establishing or developing a research program
- success in securing externally funded grants, contracts or awards
- high level of instructional effectiveness
- exemplary service to the state, university community, or the profession
- development and commercialization of Intellectual Property
- significant collaborations and mutually beneficial partnerships with business, government, or community

~~15.6.2 Notification to UNAC of merit bonuses and merit pay adjustments~~

~~The University will provide United Academics an annual report of all merit bonuses and~~

~~merit pay adjustments paid to UNAC members for the prior fiscal year by August 15.~~
(moved to 15.6.4, not omitted)

15.6.3-2 Post-Tenure Merit Adjustments

A UNAC member may qualify for a merit adjustment to base salary as a possible outcome from a post-tenure review process at the sole discretion of the MAU Provost. Award of post-tenure adjustment is not subject to the dispute resolution process under Article 7.

15.6.4-3 Non Tenure-Track Merit Adjustments

A non tenure-track UNAC member may qualify for a merit adjustment to base salary at the sole discretion of the MAU Provost. Award of non-tenure track merit adjustment is not subject to the dispute resolution process under Article 7.

15.6.4 Notification to UNAC of merit bonuses and merit pay adjustments

The UA administration will provide United Academics an annual report of all merit bonuses and merit pay adjustments paid to UNAC members for the prior fiscal year by August 15.

15.7 Salary Augmentation

A UNAC member's salary may be augmented during the term of an administrative assignment as department head/chair, upon receiving an overload (additional) assignment during the academic year, or upon receiving a summer appointment or contract extension. Augmentations expire at the end of the assignment.

Unusually heavy research and/or teaching responsibility during the academic year appointment shall not result in additional compensation. Extra compensation at an appropriate rate or other consideration as determined by the chancellor, or designee, may be provided under this Article.

15.7.1 Department/~~Program~~ Heads/~~Chairs~~/~~Coordinators~~

Assignment as department/~~program~~ head/~~chair~~/~~coordinators~~ shall be compensated by at least one of the following options, at the ~~sole~~ discretion of the dean/director ~~in consultation with the UNAC member~~. Compensation for department/~~program~~ head/~~chair~~/~~coordinators~~ assignments shall be ~~considered a substantive academic judgement subject solely to the complaint procedure~~ ~~dispute resolution process~~ of Article 7.

- a. Release from at least one 3-credit course per academic year, or an equivalent research or service effort

- b. At least one month extension to the base academic year appointment
- c. A payment of a minimum of two thousand five hundred (\$2,500) and not to exceed up to six ~~seven~~ thousand five hundred dollars (\$~~6~~ 7,500) distributed either as a one-time, lump-sum payment at the end of each academic year in which the UNAC member has served in this capacity or over a specified series of pay periods within an academic year, not to exceed 19.5 pay periods.

An assignment as department/program head/chair/coordinators may, ~~in~~ at the ~~sole~~ discretion of the dean/director in consultation with the UNAC member, be compensated by a combination of the above options.

15.7.2 Summer Appointments

Summer appointments may be made for summer instruction, research or other activities.

- a. UNAC members holding an academic year appointment and employed in the summer for non-instructional purposes may receive up to one-ninth (1/9) of the academic year base salary for each month of such assignment, up to a maximum of one-third (1/3) of the base academic year salary for a three-month assignment.
- b. Summer instructional programs are intended to be provided on a self-support basis. Salary offered to regular faculty with an academic year appointment for summer session instruction ~~may range from \$1,500 per credit hour to a maximum rate~~ shall be set proportional to a faculty member's base academic year salary, ~~depending upon the needs of the summer instructional program~~. In no event shall the total per-credit amount paid to a faculty member exceed the proportional amount of the faculty member's base academic year salary. If a UNAC member's summer session assignment is canceled due to low enrollment, or some other factor, at the discretion of the University, no extra compensation shall be due the UNAC member. **UNAC members will have priority and first right of refusal for summer teaching assignments.**

15.7.3 Overload Appointments

Overload appointments may be made for additional and separate instructional or other work assignments during the base academic year appointment. Overload appointment compensation ~~may range from \$1,500 per credit hour or equivalent research or service effort to a maximum rate~~ shall be set proportional to a faculty member's base academic year salary, ~~depending upon the needs of the program~~.

15.8 Geographic Differentials

Geographic differentials for UNAC members will follow Board of Regents Policy P04.05.060 and University Regulation R04.05.060: ~~(02-07-2016)~~. UNAC members must reside and work in the assigned geographic location in order to be eligible for any geographic differential.

15.9 Faculty Development

The University will provide the following amounts to be used for faculty professional development:

On September 15, 2022-17, the University will allocate \$300,000 for FY2023-18;

On September 15, 2023-18, the University will allocate \$300,000 for FY2024-19;

On September 15, 2024-19, the University will allocate \$300,000 for FY2025-20;

The funds will be distributed to the three MAUs based upon the percentage of UNAC members assigned to each. ~~At UAS, travel~~ Faculty development funds will be designated to the Wilson Fund. ~~At UAA and UAF, the funds will be designated~~ to the office of the Provost for UNAC member travel and each Provost will convene a joint labor management group of two members from each party to review ~~travel~~ requests and rank the requests for funding. Annually, by July 31, the University will provide to United Academics a list of faculty who received such funds, including amounts awarded, in the previous fiscal year. The above professional development funds will be in addition to United Academics buyouts for UNAC members.

~~15.10 Faculty Initiative Fund~~

~~The University will allocate \$1 million between FY18 and FY20 for the Faculty Initiative Fund. In each year of the Agreement, UNAC members may apply to the Statewide Academic Committee (SAC) for funds to support initiatives including innovative research, creative activity or performance, or other scholarly endeavors. Faculty Initiative Funds may also be used as seed money toward the procurement of external grants and contracts. Decisions by the SAC are at the sole discretion of the University and not subject to the dispute resolution process under Article 7. United Academics will be notified by the University of award recipients and the amounts awarded to each.~~

~~15.11 University of Alaska Regents' Professor~~

~~The University, at its sole discretion, may confer upon a UNAC member the title of University of Alaska Regents' Professor. Upon conferral of the title, the UNAC member will receive a lump-sum of \$10,000.~~