

ARTICLE 11

Disciplinary Action

11.1 Just Cause

Disciplinary action may be taken against a UNAC bargaining unit member only for just cause.

If discipline of a UNAC bargaining unit member is being considered, an investigation or research inquiry must be conducted and the actions outlined in 11.2 must occur before any disciplinary action is taken. ~~In cases of alleged misconduct in research, scholarly work or creative activity, the University shall initiate a research inquiry as outlined in Regulation 10.07.060 prior to a disciplinary investigation. At the time a research inquiry is initiated, the University will simultaneously notify the unit member and United Academics. Research inquiry findings will not result in disciplinary action unless an investigation is conducted.~~

11.1.2 Considerations Prior to Disciplinary Action

- a. Verbal discussion may be the first step in resolving minor concerns with a bargaining unit member's performance or conduct prior to any steps of disciplinary actions.
- b. If verbal discussion does not resolve the issue, the supervisor will incorporate verbal counseling as a management strategy to help the bargaining unit member understand expectations and be successful in their position. Verbal counseling is not disciplinary in nature and may be memorialized by the supervisor in writing or presented to the bargaining unit member as a written Letter of Expectations with a copy to United Academics. The parties agree and acknowledge that under just cause discipline, there are situations where verbal counseling would not be effective or prudent.
- c. While the notification requirements of Article 11.2 must be met before a bargaining unit member is subjected to a disciplinary investigation, those requirements do not preclude the University from taking preliminary actions and due diligence to determine whether an investigation or research inquiry is warranted.
- d. The above considerations are not disciplinary in nature but may be considered in future disciplinary actions. The timeline for retention of Letters of Expectations will be two years.
- e. A disciplinary investigation must precede any disciplinary action.

11.2 Disciplinary Investigation and Research Inquiry

11.2.1 Disciplinary Investigation

Prior to an investigation required by Article 11.1, the ~~UNAC bargaining unit~~ member and United Academics shall be provided written notice of the investigation, the allegations being considered, the possibility of disciplinary action and the right to union representation. The ~~bargaining unit~~UNAC member shall be provided an opportunity to meet with the appropriate administrator to respond to the allegations and may be represented by United Academics representatives. ~~UNAC-Bargaining unit~~ members subject to investigation may be placed on investigatory leave with pay during the course of an investigation if their continued presence poses a threat of harm to themselves, others, or the University, as determined by the University. Such investigatory leave shall not be considered disciplinary action.

In the investigatory meeting, the ~~UNAC bargaining unit~~ member shall be permitted to respond to questions and to provide information or evidence relevant to the allegations under investigation.

11.2.2 Research Inquiry

In cases of alleged misconduct in research, scholarly work or creative activity, the University shall initiate a research inquiry to the extent required byas outlined in Regulation 10.07.060 prior to a disciplinary investigation. At the time a research inquiry is initiated, the University will simultaneously notify the bargaining unit member and United Academics of the inquiry, the allegations being considered, the possibility of disciplinary action and the right to union representation. Research inquiry findings will not result in disciplinary action unless a Disciplinary Investigation is conducted after the Research Inquiry is completed.

11.2.3 The University shall conduct and complete all investigations and inquiries as soon as practicable. During the course of an inquiry or investigation, the University shall provide the UNACbargaining unit member and United Academics substantive updates on the process of the investigation upon request. The University shall provide the UNACbargaining unit member and United Academics written notice of the outcome of an investigation.

11.3 Disciplinary Action

Just cause for discipline will be determined in accordance with Alaska law.

11.3.1 Disciplinary action shall proceed according to the process set forth herein in cases of misconduct, including refusal to perform a legitimate assignment, dishonesty, harassment, assault, substance abuse, theft, or grounds that constitute violations of law.

- a. The University shall provide the ~~UNAC bargaining unit~~ member and United Academics written notice of disciplinary action in advance of a meeting with the UNAC bargaining unit member. The notice shall include a statement of the disciplinary action and notice that the ~~UNAC bargaining unit~~ member may have the right to challenge the disciplinary action as provided in Article 7. The findings of the investigation will be enclosed with the notice of disciplinary action. If the ~~UNAC bargaining unit~~ member does not attend the meeting, the notice shall be mailed to the UNAC bargaining unit member's last known address, with a copy to United Academics.
- b. Disciplinary action up to termination may take effect immediately upon notice to the UNAC bargaining unit member. Termination may take effect five (5) days after notice to the ~~UNAC bargaining unit~~ member and United Academics, during which time the UNAC bargaining unit member may be suspended without pay, at the discretion of the University.

11.3.2 Disciplinary Action for Academic Incompetence

Disciplinary action shall proceed according to the process set forth herein in cases of academic incompetence involving demonstrated inability to perform assigned professional responsibilities in an adequate manner.

- a. The University shall provide the written findings of the investigation and the proposed disciplinary action to the ~~UNAC bargaining unit~~ member, United Academics, and the MAU disciplinary committee, a standing committee composed of three (3) ~~UNAC bargaining unit~~ members appointed by United Academics.
- b. Within ten (10) days of receipt of the findings, the MAU disciplinary committee shall conduct a due process hearing on the record at which the ~~UNAC bargaining unit~~ member, with assistance from designated United Academics representatives, shall be provided the opportunity to respond to the findings and a University representative may respond. The hearing shall be closed to all except the parties (i.e., the committee, the UNAC bargaining unit member, United Academics representatives, and administration representatives), unless otherwise agreed to by the parties.
- c. Within ten (10) days of the conclusion of the hearing, the MAU disciplinary committee shall provide its recommendation and the reasons therefore on the proposed disciplinary action to the dean or director, the ~~UNAC bargaining unit~~ member and United Academics. Normally the dean or director will accept the recommendation and proceed accordingly except in compelling circumstances wherein the dean or director believes that the best interests of the University would not be served in accepting the recommendation. If the dean or director intends to take an action other than that recommended by the committee, the dean or director shall specify the reasons in writing, which will be provided by the University to the ~~UNAC bargaining unit~~ member

and United Academics, and a meeting of the dean or director and the committee shall be convened prior to step d. below to discuss the matter.

- d. The University shall provide the UNAC bargaining unit member and United Academics written notice of disciplinary action. The notice shall be provided in advance of a meeting with the bargaining unit member. The UNAC bargaining unit member may request the presence of designated United Academics representatives. The notice shall include notice that the UNAC bargaining unit member may have the right to challenge the disciplinary action as provided in Article 7. If the UNAC bargaining unit member does not attend the meeting, the notice shall be mailed to the UNAC bargaining unit member's last known address, with a copy to United Academics.
- e. Disciplinary actions taken pursuant to Article 11.3.2 shall be considered substantive academic judgments and shall not be subject to the grievance or arbitration process. However, an allegation that the disciplinary action has resulted from an error of procedure shall be subject to the grievance or arbitration process.
- f. Disciplinary action up to and including termination may take effect immediately upon notice to the UNAC bargaining unit member. Termination may take effect five (5) days after notice to the UNAC bargaining unit member and United Academics, during which time the UNAC bargaining unit member may be suspended without pay, at the discretion of the University.

11.3.3 Notice of disciplinary action shall be placed in the UNAC bargaining unit member's academic record file, and a copy thereof simultaneously given to the UNAC bargaining unit member and to United Academics in accordance with Article 12.5.

11.3.4 By mutual written agreement of the parties on a case by case basis, all timelines in this Aarticle may be modified.

11.3.5 By mutual agreement of the parties, all meetings referred to in this Aarticle may be conducted by teleconference or through an alternate virtual platform.

~~11.3.6 11.3.6. The University shall conduct and complete all investigations as soon as practicable. During the course of an inquiry or investigation, the University shall provide the UNAC member and United Academics substantive updates on the process of the investigation upon request. The University shall provide the UNAC member and United Academics written notice of the outcome of an investigation.~~

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, ~~and~~ 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 UNAC 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~~UNAC~~ 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 the his/her dean or 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~~UNAC~~ member(s) who reported the conditions and to United Academics.

17.2.4 The University will make available to bargaining unit~~UNAC~~ 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~~UNAC~~ members agree to

use such equipment properly and as directed by the University to prevent injury and accidents.

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

17.3 Other Required Training

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

17.4 Bargaining Unit~~UNAC~~ Member Hours

Bargaining unit~~UNAC~~ members shall maintain hours that meet the teaching, research/creative activity and service responsibilities of their assigned workload and other University obligations. Bargaining unit~~UNAC~~ 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~~UNAC~~ member's scheduled office hours, whether they are in person and/or virtual, shall be submitted to and approved by the bargaining unit ~~UNAC~~-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~~UNAC~~ members' ability to meet the entire workload expectations.

17.6 Assignments Requiring Travel or Use of Personal Vehicle

17.6.1 Bargaining unit~~UNAC~~ 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~~UNAC~~ 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~~UNAC~~ 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~~UNAC~~ 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 unitUNAC member whom it intends to transfer.

17.8 Outside Activities

17.8.1 Bargaining unitUNAC Mmembers 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 unitUNAC member by the ~~OMA~~U human resources office or statewide office of Hhuman Rresources.

17.8.2 Outside activities means work or activities which are not within the scope of the regular employment duties of the bargaining unitUNAC 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 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.