


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


## **ARTICLE 6**

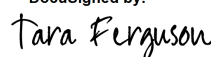
### ***Academic Freedom and Responsibility***

- 6.1 The University of Alaska and United Academics agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning. ~~Nothing~~ contained in this Agreement shall be construed to limit or abridge any individual's right to free speech or to infringe upon the academic freedom of any member of the University community.
- 6.2 Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to indicate when appropriate that one is an institutional representative.
- 6.3 The University of Alaska and United Academics endorse the “1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments,” issued by the American Association of University Professors and the Association of American Colleges, and the 1999 statement “On Collegiality As a Criterion for Faculty Evaluation,” issued by the American Association of University Professors.
- 6.4 The University of Alaska and United Academics agree that all members of the academic community have an obligation to maintain accepted standards of civility and professionalism, such as disclosing potential conflicts of interest as outlined in BOR policy 04.10.

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

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

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

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

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

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

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

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

The University of Alaska and United Academics endorse the “1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments,” issued by the American Association of University Professors and the Association of American Colleges, and the 1999 statement “On Collegiality As a Criterion for Faculty Evaluation,” issued by the American Association of University Professors.

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

**University of Alaska**

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*Tara Ferguson*  
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Date: October 12, 2022

**United Academics**

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*Melanie Arthur*  
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Date: October 12, 2022

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## **ARTICLE 15**

### ***Compensation***

#### 15.1 Purpose

Bargaining unit~~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 bargaining unit~~UNAC~~ members. This is to be accomplished by maintaining a competitive compensation plan and salary structure consistent with the University's needs and resources. Visiting Faculty in their first year of employment are not subject to the provisions of Article 15.

#### 15.2 Salary Minimums

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

Rank/Status	Minimum
Post Doctoral Fellow	<del>\$36,600</del> <u>38,800</u>
Instructor/Lecturer	<del>\$47,500</del> <u>50,350</u>
Assistant Professor	<del>\$57,000</del> <u>60,420</u>
Associate Professor	<del>\$63,000</del> <u>66,780</u>
Professor	<del>\$69,000</del> <u>73,140</u>

#### 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 bargaining unit~~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

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(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 bargaining unit~~UNAC~~ members shall occur in the manner prescribed in this ~~a~~Article.

##### 15.4.1 Across the Board Salary Increases

In accordance with the terms of this Agreement, the University shall provide across the board salary increases to eligible bargaining unit members effective the first full pay period after July 1, 2022, July 1, 2023, and July 1, 2024. There shall be no annual salary increases after December 31, 2024.

Tenure-track bargaining unit members who have been notified of non-retention in accordance with provisions of Article 9.3.3.e. are not eligible for across the board salary increases for their terminal year.

In FY23, eligible bargaining unit members shall receive a three percent (3.0%) across the board increase to base salary.

In FY24, eligible bargaining unit members shall receive a two point seven five percent (2.75%) across the board increase to base salary.

In FY25, eligible bargaining unit members shall receive a two point five percent (2.5%) across the board increase to base salary.

The University will seek an appropriation for an adjustment to the across the board compensation increase for bargaining unit members equal to the percentage by which a request for an appropriation for an across the board compensation increase for University of Alaska employees outside the UNAC bargaining unit exceeds the across the board increases set forth in this agreement for Fiscal Year 2023, Fiscal Year 2024, or Fiscal Year 2025. The request will be calculated based on the fiscal year of the contract for which the request arises and is limited to across the board increases. For example, if, during the term of this agreement, the University sought an appropriation for a three percent (3%) across the board increase for non-bargaining unit members for Fiscal Year 2024 of this agreement, the University would also request an additional one-quarter percent (0.25%) increase for bargaining unit members for Fiscal Year 2024.

There are no one-time lump sum payments included in this contract. However, the University will seek an appropriation for any across the board one-time lump sum payments for bargaining unit members equal to the dollar amount per employee by which a request

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for an appropriation for an across the board one-time lump sum payment for University of Alaska employees outside the UNAC bargaining unit is made during the term of this agreement.

To the extent any such requests are rejected, barred, or not otherwise paid or appropriated by the Legislature, the University shall have no obligation under this provision.

#### 15.4.2 Promotion Increases

In the year of promotion in rank (promotion from Assistant to Associate Professor, Associate Professor to Professor), a bargaining unitUNAC member shall receive a ten percent (10%) increase to~~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 bargaining unitUNAC member's promotion. Any violations of the express provisions of this Article will be subject to the grievance process.

#### 15.4.23 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. Bargaining unitUNAC members may challenge University decisions made pursuant to this Article. Such decisions shall be considered substantive academic judgments.

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

#### 15.4.43 Market Increases

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

Any market increases to eligible bargaining unitUNAC 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.~~ The University may distribute market increases in FY23,19 ~~and FY20~~ FY24, and FY25, if funds are made available and funded by the State.

If funds are made available and are appropriated and funded by the State, a joint Union and University Labor Management Committee for Market Salary Increase will be formed to analyze salaries and recommend~~determine~~ the distribution methodology 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

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and procedures for distributing the calculated pool using comparator market data appropriate to each MAU, program, and position. 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 for consideration and approval by the University of Alaska President.

~~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, 202419.

#### 15.5 Merit Bonuses

In addition to any base salary adjustments provided in this Article, the University may, ~~at its~~ sole discretion, award nonrecurring bonus payments to bargaining unit~~UNAC~~ members for extraordinary performance far beyond expectations. If the University determines that merit bonuses will be awarded, the dean or /director shall recommend to the provost those bargaining unit~~UNAC~~ members whose exemplary performance may warrant 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 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, 202419.

##### 15.5.1 Merit Bonus Factors

Recommendations and determinations of merit bonuses by the dean or /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

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- 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 or director, award nonrecurring bonus payments to bargaining unit~~UNAC~~ members not to exceed \$1,000, 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 bargaining unit~~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 bargaining unit~~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.



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## 15.6 Merit Pay Adjustments

Merit pay adjustments to base salary may be awarded to bargaining unit~~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 iIntellectual pProperty
- significant collaborations and mutually beneficial partnerships with business, government, or community

### 15.6.2 Notification to United Academics ~~UNAC~~ of Merit Bonuses and Merit Pay Aadjustments

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

### 15.6.3 Post-Tenure Merit Adjustments

A bargaining unit~~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 Non Tenure-Track Term Merit Adjustments

A non tenure-track term bargaining unit~~UNAC~~ member may qualify for a merit adjustment to base salary at the sole discretion of the MAU Provost. -Award of non-

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tenure track term merit adjustment is not subject to the dispute resolution process under Article 7.

### 15.7 Salary Augmentation

A bargaining unitUNAC 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 Heads/Chairs

Assignment as department head/chair shall be compensated by at least one of the following options, at the sole discretion of the dean or /director. Compensation for department head/chair assignments shall be considered a substantive academic judgment subject solely to the complaint procedure of Article 7.

- a. Release from at least one (1), three (3)-credit course per academic year, or an equivalent research or service effort
- b. At least one (1) month extension to the base academic year appointment
- c. A payment of up to six thousand five hundred dollars (\$6,500) distributed either as a one-time, lump-sum payment at the end of each academic year in which the bargaining unitUNAC 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 head/chair may, in the sole discretion of the dean, 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. Bargaining unitUNAC 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 (3)-month assignment.

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- 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 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 bargaining unitUNAC 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 bargaining unitUNAC member.

### 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 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 bargaining unitUNAC members will follow Board of Regents Policy P04.05.060 and University Regulation R04.05.060. Bargaining unitUNAC 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, 20~~17~~22, the University will allocate \$300,000 for FY20~~18~~23;

On September 15, 20~~18~~23, the University will allocate \$300,000 for FY20~~19~~24;

On September 15, 20~~19~~24, the University will allocate \$300,000 for FY20~~20~~25;

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The funds will be distributed to the three MAUs based upon the percentage of bargaining unitUNAC members assigned to each. ~~At UAS, travel funds will be designated to the Wilson Fund. At UAA and UAF, t~~The funds will be designated to the office of the Provost for bargaining unitUNAC member ~~travel-professional development. and e~~Each Provost will convene a joint labor management group of two (2) membersrepresentatives

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from each party to review ~~travel~~professional development requests and rank the requests for funding. Annually, by July 31, the University will provide to United Academics a list of ~~bargaining unit members~~ 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 ~~bargaining unit~~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.~~

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*Melanie Arthur*  
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October 12, 2022

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*David C Eisenberg*  
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## **ARTICLE 16**

### ***Personnel Benefits***

#### 16.1 Health Insurance

The University defined contribution will equal 82% of the net plan cost of the UA Choice health plan for covered employees.

a. UA Choice

1. The current UA Choice Plan shall be the health plan available to covered employees. The UA Choice Plan is a defined contribution plan with multiple coverage options, prospective employee charges, and a plan year based on a fiscal year. The defined contribution nature of the UA Choice Plan shall be preserved.
2. The University in good faith annually will establish an employee charge for each coverage option offered under the UA Choice Plan. Option charges shall be the same for all University employees selecting a coverage option. In establishing the charges the University shall consider prior year under and over collections related to the UA Choice Plan, consult with its benefits consultant and claims administrator, and will meet and discuss alternatives with the Joint Health Care Committee. Option charges will be collected on a fiscal year basis, and are not subject to negotiation.

b. The University shall provide life insurance, long-term disability, and accidental death and dismemberment coverage on the same basis as provided to bargaining unit UNAC members by the University Plan in place on the date of this Agreement.

c. United Academics and the University agree to participate in the Joint Health Care Committee with other union represented and non-represented UA employee groups, to review health benefits and to investigate, study and design possible solutions to rising health care costs and other mutual problems. The Joint Health Care Committee shall be advisory in nature. This committee shall meet at least monthly. Topics may include, but are not limited to, wellness programs, plan design, eligibility, cost containment, number and quality of benefits provided, deductibles, application of prior years' under and over-collections, preferred provider programs, competitiveness among providers, standardization of benefit design, utilization, promotion, and cost, and options designed to enhance benefit options while containing costs. Any proposed changes in coverage including out-of-pocket expenses (deductible, copay, coinsurance, and out of pocket maximum) to be implemented during the term of this agreement will be presented to

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the Joint Health Care Committee for review and recommendation. The University will not adopt changes suggested by this committee that would:

1. result in a violation of established laws or regulations;
2. alter the administration or management of health care benefits;
3. result in a projected cost increase to the University, in any year unless the parties agree by Memorandum of Agreement;
4. be detrimental to the financial interests of the University, as determined by the President.

The Joint Health Care Committee will be comprised of up to three (3) representatives selected by United Academics and up to three (3) members selected by each of the other union represented employee groups; up to two (2) representatives selected by Staff Alliance; and up to three (3) representatives selected by the University. A quorum for meetings shall require greater than fifty percent (50%) of voting committee members.

The University Benefits Director and the Chief Human Resources Officer shall be *ex officio* members of the committee.

Notes shall be taken of committee sessions and posted on the University of AlaskaStatewide HR website and/or other websites.

The committee will, to the extent possible, reach consensus on recommended actions. In the event consensus is not possible, the committee shall conduct a formal vote on any official recommendations regarding changes in health benefits, with a majority vote of members present needed to pass any recommendation.

The committee shall be chaired by a member of the committee who is a University employee and selected by a majority vote of the committee. The Chair shall be a full voting member of the committee.

The committee shall prepare written recommendations. The Chair shall forward those recommendations to the University Chief Human Resources Officer, and the president of each represented employee group.

The University will consider for implementation committee recommendations that are consistent with the purpose of the committee. The Chief Human Resources Officer (CHRO) may determine that the best interests of the University, its employees or the health care plan would not be served by accepting the recommendation. In those cases where the CHRO does not accept the committee's recommendation, the CHRO shall

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set forth in writing the reasons for that determination. The decision of the CHRO shall be rendered in writing within twenty (20) business days of the receipt of the committee's recommendations. The CHRO's decision is final and binding and not subject to further review. Copies of the committee's recommendations and the CHRO's decision shall be posted on the University of Alaska Statewide-HR Benefits wWebsite.

All expenses of serving on the committee and participating in committee activities shall be the responsibility of each party participating on the committee. A faculty member's participation on the joint health care committee will be recognized as service on faculty workloads.

All members of the Joint Health Care Committee will be trained on health care topics including committee processes, health benefit reporting and accounting, HIPAA compliance and other topics relevant to the role of the committee.

The members will meet, in good faith, to discuss issues regarding health, pharmacy and wellness data that would be useful to the committee, as well as the timing and frequency of University-provided reports. The University will facilitate information exchange between the plan's health care vendors and the Joint Health Care Committee to ensure timely receipt of information for committee use.

- d. The University may offer a Wellness Program for UA Choice participants.

## 16.2 Reimbursement Accounts, Tax Sheltered Annuities, University Pension

Bargaining unit~~UNAC~~ members shall be provided reimbursement accounts, tax sheltered annuities, and the University Pension Plan on the same basis as provided in the University plan in place on the date of this Agreement.

The University shall increase the University Pension Plan wage base to \$52,000 effective the first full pay period after July 1, 2023.

All disputes between a bargaining unit~~UNAC~~ member and the University regarding eligibility for and ongoing participation in such matters shall be subject solely to the dispute resolution procedures provided in the plan documents.

## 16.3 Education Benefits

Education benefits for bargaining unit~~UNAC~~ members conform to University Regulation R04.06.010 ~~(dated 12-06-12) and as outlined below.~~

- ~~a. After six months from date of hire, UNAC members shall have graduate and/or undergraduate course credit hours charges (tuition) waived for up to eight credits per~~

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~~semester for a maximum of sixteen credits per academic year, beginning with the fall semester and ending with the summer term, unless otherwise agreed to in the UNAC member's initial letter of appointment.~~

- ~~b. UNAC members eligible for education benefits who will be employed by the University for the following academic year and who are not employed by the University during the summer shall have graduate and/or undergraduate course credit hour charges (tuition) waived up to sixteen credits per summer within the sixteen credits per year limitation.~~
- ~~c. Once eligible for education benefits, a UNAC member's spouse, financially interdependent partner and dependent children under the age of twenty four shall have course credit hour charges (tuition) waived.~~
- ~~d. UNAC members who qualify as permanently disabled under the applicable state retirement system or have included University coursework as part of a leave of absence approved pursuant to this Article are entitled to educational benefits in accordance with University Regulation R04.06.010 (dated 12-06-12).~~
- ~~e. Education benefits provided in this Article do not apply to programs in which tuition or surcharges exceed the University norm.~~
- ~~f. Employees, spouses, and dependent children must maintain a 2.0 or better cumulative GPA to be eligible for undergraduate education benefits. Employees, spouses, and dependent children must maintain a 3.0 or better cumulative GPA to be eligible for graduate level education benefits. Grade appeals will be reviewed in accordance with the procedures for challenges to academic decisions set forth in University regulations and MAU rules and procedures.~~

#### 16.4 Holidays

- a. The following holidays are observed by the University:
  - 1. Day of Spring Recess
  - 2. Memorial Day
  - 3. Independence Day
  - 4. An additional day before or after July 4, as specified by the President or designee
  - 5. Labor Day



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6. Thanksgiving Day and the day immediately following
  7. An additional day before or after December 25, as specified by the President or designee
  8. Christmas Day
  9. New Year's Day
  10. An additional day before or after January 1, as specified by the President or designee
  11. Alaska Civil Rights Day
- b. Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.
- c. Religious holidays may be observed by bargaining unitUNAC members as Faculty Time Off or leave without pay. Advance approval must be obtained from the dean or director, or designee.

#### 16.5 Faculty Time Off

Bargaining unitUNAC members are expected to be on campus for convocation, registration, student advisement, graduation, regularly scheduled faculty meetings and other activities specified in their appointment letter. In addition to the holidays listed in this Article, bargaining unitUNAC members shall receive fifteen (15) days off during the nine (9) month contract period. These days include three (3) days of Winter Closure when the University is closed for business. The remaining twelve (12) days off shall be used when classes are not in session or as specifically approved in advance. Bargaining unitUNAC members shall request faculty time off prior to taking time off, with sufficient notice of the request prior to the date of the absence. Requests for time off may be taken after approval in writing by the dean, director, or designee. Requests for faculty time off shall not be unreasonably denied as we encourage bargaining unitUNAC members to take Faculty Time Off for their well-being.

Those bargaining unitUNAC members whose professional responsibilities are not instructional or in any other way coincidental with the academic calendar may use time off while classes are in session provided other professional obligations are met.

Two (2) days of additional time off shall be provided for each additional month of full-time appointment each year. Time off for appointments at less than full time shall be prorated~~pro-rated~~ accordingly.

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Time off shall not accrue from one contract period to the next if not used, and no payment is made for time off not used when a bargaining unitUNAC member terminates employment.

Provided the other requirements of this article are met, bargaining unitUNAC members may use time off received in a fiscal year during that same fiscal year, without regard to whether the use occurs during the base or additional assignment (contract extension).

~~Bargaining unit Effective January 1, 2018, UNAC~~ members who have utilized and reported at least five (5) days (40 hours or its ~~prorated~~pro-rated equivalent for less than full-time bargaining unitUNAC members, which include the three (3) days of mandatory closure) may cash ~~in-out~~ up to five (5) days (40 hours or its ~~prorated~~pro-rated equivalent for less than full-time bargaining unitUNAC members) of unused Faculty Time Off during each academic year. The University shall provide an annual Faculty Time Off cash-in form to be completed before the last day of the contract period. The cash-~~in-out~~ may only be made while the bargaining unitUNAC member is in pay status (i.e., on contract).

#### 16.6 Sabbatical Leave

Sabbatical leaves for professional development may be made available to bargaining unitUNAC members with a tenure track or tenured appointment who meet the requirements set forth below.

Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experiences of professional value that meet the objectives of sabbatical leave and may include associated travel. The objective of such leave is to increase the bargaining unitUNAC member's value to the University and thereby improve and enrich its programs. Such leaves shall be granted only when it is shown that the applicant is capable of using the time in a manner that shall increase the bargaining unitUNAC member's value to the University.

##### a. Eligibility

Tenured or tenure track bargaining unitUNAC members who shall have completed at least five (5) consecutive years of service within the MAU shall be eligible for consideration to take sabbatical leave during the sixth or subsequent year of service. Applicants who shall have completed at least five (5) consecutive years of service within the MAU from the date of return from any previous sabbatical leave shall be eligible to be granted another sabbatical leave to be taken during the sixth or subsequent year.

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In computing consecutive years of service for the purpose of Article 16.6, periods of time off and periods of sick leave with salary shall be included. If requested in writing at the time of appointment, a partial year of service that includes at least one (1) semester of full-time ~~bargaining unit~~UNAC member service may be approved by the chancellor, or designee, as a full year of service and counted toward eligibility for sabbatical leave. Periods of leave of absence (other than time off and sick leave with salary) and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

b. Terms and Conditions

Sabbatical leaves shall be granted only for periods of one (1) academic year at the rate of six (6) months' salary or one (1) semester at the rate of one (1) semester's salary. Sabbaticals are granted at the sole discretion of the university and are subject solely to the complaint process. ~~Bargaining unit~~UNAC members may, with the prior approval of the chancellor, or designee, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. If it is the ~~bargaining unit~~UNAC member's desire to supplement their salary with said funding, they shall be paid up to the amount of their normal base academic year salary, and the chancellor or designee cannot disallow the use of funding in this manner provided the terms of the sabbatical plan are honored. ~~Bargaining unit~~UNAC members shall not be paid in excess of their normal academic year salary, and the chancellor or designee shall monitor sabbatical funding to ensure that ~~bargaining unit~~UNAC members do not receive a salary that exceeds the amount of their normal base academic year salary. Non-teaching overloads that have received prior approval and reported consulting activities that are not part of a normal academic year workload are exempt from this restriction provided the terms of the sabbatical plan are honored. A sabbatical proposal that extends beyond the academic year may be approved, but no additional compensation will be paid. A ~~bargaining unit~~UNAC member on a terminal appointment shall lose any rights to a sabbatical leave.

c. Applications

Applications for sabbatical leaves shall be submitted to the chancellor, or designee. Each application shall include a statement outlining the program to be followed while on sabbatical leave and indicate any prospective income from outside of the MAU.

d. Obligation to Return

The recipient shall be obligated to return to the University for further service of at least one (1) appointment period. Failure of the recipient to fulfill this obligation shall require forfeiture of retirement accrued during the leave. Additionally, failure of the recipient to fulfill this obligation shall require the full and immediate repayment of

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salary and benefits received from the University while on leave, except in extenuating circumstances acceptable to the chancellor, or designee.

e. Report and Evaluation

A written report detailing the professional activities and accomplishments for which the leave was granted and specifying the sources and amounts of additional funds secured for this period shall be submitted by the recipient to the chancellor, or designee, within three (3) months after returning from leave. A copy of this report shall be included in the materials submitted by the ~~bargaining unit~~UNAC member in the first evaluation cycle after the ~~bargaining unit~~UNAC member's return from a sabbatical. Failure to submit a report shall result in an unsatisfactory evaluation and in ineligibility for future sabbaticals.

f. Approval

The chancellor, or designee, shall approve such sabbatical leaves as the chancellor, or designee, deems appropriate, considering the merits of the applications and the needs of the institution.

g. Leave Credits

Faculty Time Off and ~~S~~sick leave credits shall not be accrued or used during sabbatical leave.

16.7 Sick Leave

- a. ~~Bargaining unit~~UNAC members are authorized sick leave benefits as outlined in University Regulation R04.06.130 and as noted below.
- b. The university will provide family and medical leave (FML) in accordance with applicable state law (A.S. 39.20.500), federal law and regulation (29 U.S.C. 2601 and 29 CFR Part 825), and University Regulation (R04.06.144) as they may be modified from time to time.
- c. Parental leave is available to ~~bargaining unit~~UNAC members and shall be granted in the order of sick leave with pay and sick leave without pay. All parental leave shall be granted in accordance with the Family Medical Leave Act and the Alaska ~~Maternity and~~ Family Leave Act.
- d. Sick leave may be used to arrange or attend a funeral, ~~memorial, or similar event~~. The eligibility rules for such use are as follows:

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1. The sick leave must be approved by the bargaining unit~~UNAC~~ member's dean or director, or designee.
2. Sick leave of up to ten (10) consecutive work days may be used to arrange or attend the funeral, memorial, or similar event of a member of a bargaining unit~~UNAC~~ member's immediate family. A written request for periods exceeding ten (10) consecutive work days must be provided and approved by the dean or director, or designee.
3. Up to one (1) work day of sick leave may be taken to attend the funeral, memorial, or similar event of a friend or relative not in the immediate family.
4. For the funeral, memorial, or similar event of a deceased bargaining unit~~UNAC~~ member, the dean or director, or designee, determines the number of bargaining unit~~UNAC~~ members who may attend. Sick leave is permitted, and the attendance must be reported as sick leave.

## 16.8 Other Leave

### a. Sick Leave Bank

1. United Academics and the University agree that the former University of Alaska Federation of Teachers, Local 2404, AFL-CIO (UAFT Sick Leave Bank (Bank)) shall continue, except that no further contributions shall be made to the Bank for the duration of this contract.
2. Bargaining unit members shall be eligible to withdraw from the Bank from the beginning of their employment with the University of Alaska, consistent with this provision.
3. A bargaining unit member on approved State or Federal Family Medical Leave (FML) for the bargaining unit member's serious health condition that makes the employee unable to perform the essential functions of their job or to care for an immediate family member (as defined in R04.06.144) with a serious health condition may withdraw sick leave days from the Bank, the primary sources of additional sick leave for bargaining unit members, immediately upon depletion of that bargaining unit member's personal accumulation of Sick Leave and Faculty Time Off. Bargaining unit members must withdraw the maximum available benefit from the Bank prior to requesting additional sick leave under the University Leave Share program.
4. A bargaining unit member may withdraw Bank hours once the bargaining unit member has met the eligibility requirements listed in section 3. A bargaining unit

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member becomes ineligible to withdraw sick leave days from the bank upon the bargaining unit member's termination date, or exhaustion of FML, whichever occurs first.

5. The Bank is administered by the University. The University will provide a report of Bank usage and remaining balance on a quarterly basis. The University and United Academics will meet and confer regarding administration of the Bank.

a.b. Leave Share

The University shall provide access to the leave share program in place as of the date of this Agreement and as it may be modified by the University from time to time. The University shall provide notice of any proposed changes to the program to United Academics and shall meet and confer on these changes upon written request from United Academics. The University retains the sole and exclusive right to change, modify, or terminate this program at any time.

Annually, as determined through a meet and confer, the University will provide to United Academics a sick leave usage report which outlines current sick leave balance and use during the previous twelve (12) month period.

b.c. Sick Leave Without Pay

1. A sick leave without pay absence may only be granted when a bargaining unitUNAC member has exhausted all accrued sick leave with pay.
2. The granting of sick leave without pay is subject to the same conditions as sick leave with pay, and is granted independently of leave without pay.

e.d. Jury Duty

1. In order that bargaining unitUNAC members may fulfill their civic responsibility as jurors or witnesses, regular bargaining unitUNAC members are granted leave of absence with pay for these purposes.
2. Definition: Jury duty or duty as a court witness is that service and time spent away from a University job as a result of a subpoena issued by a court. Service as a volunteer expert witness, representative of a party other than the University, or other volunteer court duty is not included in the provisions of this leave of absence.
3. Regulations: Deans or directors, or designees, are authorized to grant such leave with pay upon the presentation of a subpoena by the bargaining unitUNAC member. A record of absences for these purposes shall be maintained and reported as jury duty leave with pay.

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4. It is the responsibility of the bargaining unit~~UNAC~~ member to keep ~~his/her~~their dean or director, or designee, informed of the anticipated time to be spent away from the job for this purpose.
5. The bargaining unit~~UNAC~~ member's regular University pay shall continue to be paid during such leaves of absence.
6. Any pay received by a bargaining unit~~UNAC~~ member from a court system for service on jury duty or as court witness duty shall promptly be submitted by the bargaining unit~~UNAC~~ member to the University to offset part of the cost of such absences.

#### d.e. Military Leave

1. A regular bargaining unit~~UNAC~~ member who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence with pay to a maximum of sixteen and one-half (16 ½) working days in one (1) calendar year during which the bargaining unit~~UNAC~~ member is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the bargaining unit~~UNAC~~ member must provide a copy of the order that shall establish ~~his/her~~their eligibility for military leave.
2. For other than required training periods discussed above, regular bargaining unit~~UNAC~~ members are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to statutory benefits and rights to reemployment provided for by state or federal law. For a military leave of absence, the bargaining unit~~UNAC~~ member must give advance written or verbal notice of leave to the dean or director, or designee. If the leave was for more than thirty-one (31) days, the returning bargaining unit~~UNAC~~ member must, at the request of the supervisor, provide documentation, such as written orders, which establishes length and character of the service and the timeliness of the application for re-employment.
3. Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

#### e.f. Leave of Absence (nonmedical)

1. A leave of absence is without pay and must be approved by the chancellor, or designee. The bargaining unit~~UNAC~~ member's dean or director, or designee, may approve in writing a leave without pay request of ten (10) working days or less.

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2. Granting leave of absence shall not affect the bargaining unit~~UNAC~~ member's status except as provided by University Regulation or as agreed to in writing at the time leave is granted.
3. During the leave the bargaining unit~~UNAC~~ member is entitled to full rights and privileges as in regular service except that ~~they~~ he/she shall not receive salary and shall not accumulate sick leave. The bargaining unit~~UNAC~~ member may continue the health/life insurance and retirement programs to the extent allowed by law and/or University Regulation, and shall pay the bargaining unit~~UNAC~~ member and the University's portions of any cost.
4. Leave of absence may be granted for a variety of purposes. Leave of absence may be granted for up to one (1) year, and may be renewed for up to one (1) additional year. The justification and merit of an application for leave of absence shall be assessed in each individual case.
5. Unless otherwise agreed to in writing, the leave recipient shall return to the same position which ~~he/she~~they occupied before leaving, or, if the position no longer exists, to a comparable position.
6. A bargaining unit~~UNAC~~ member wishing to take leave of absence shall apply to ~~his/her~~their dean or director, or designee. The application shall be forwarded through normal administrative channels, with recommendations being added at each level, to the appropriate chancellor, or designee, who shall then notify the applicant in writing of the decision. Notification shall also be sent to the president of the University and the ~~statewide~~University of Alaska ~~o~~Office of H~~uman~~R~~esources~~. The applicant may withdraw an application for leave of absence prior to the making of a commitment by the University or change of position by the University.

f.g. Special Assignments

Special assignments shall not be considered breaks in service or affect the privileges and the status of that person with the University. Any special conditions of such special assignments shall be clearly set forth in writing. They shall become binding only after having been signed by the bargaining unit~~UNAC~~ member concerned and by the appropriate chancellor, or designee.

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