

**ARTICLE 1**  
***Agreement and Duration***

This agreement is made and entered into this first day of January ~~2022~~2017 by and between the University of Alaska (“University”) and United Academics - AAUP/AFT Local 4996 ("United Academics", "~~UNAC~~Association" and/or "Union").

This Agreement shall be effective as of January 1, ~~2022~~2017, and shall remain in full force and effect to and including December 31, ~~2024~~2019. No later than August 1, ~~2024~~2019, either party may serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty calendar days, but in no event shall either party be required to commence negotiations prior to May 1, ~~2024~~2019.

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

## ARTICLE 2

### *Purpose*

This agreement establishes the terms and conditions of employment for all members of the bargaining unit.

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote the basic mission and purpose of the University of Alaska. The parties share in the commitment of the University community to the achievement of optimal conditions for discovering and disseminating knowledge within an atmosphere of academic freedom, fairness, and individual and institutional accountability. The parties commit themselves to administer this Agreement in such a way as to ~~ensure~~ ensure that the above stated principles shall be best served.

It is recognized that ~~UNAC bargaining unit~~ UNAC bargaining unit members are uniquely qualified to participate in the academic governance of the University. It is also recognized that ~~UNAC bargaining unit~~ UNAC bargaining unit members acting in concert with other constituencies can provide valuable contributions at all levels of the University. Accordingly, United Academics and the University agree that the opportunity for ~~UNAC bargaining unit~~ UNAC bargaining unit members to participate in the governance of the University is important to its effective operation. It is further agreed that ~~bargaining~~ bargaining unit members' voluntary participation in University governance is an integral part of the University community's culture.

Participation by ~~United Academics bargaining unit~~ United Academics bargaining unit members in activities recognized in Article 13.1.3(c) (2) in this agreement is also recognized as a valuable contribution to the University.

### 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, ~~C~~ounselors, ~~R~~ehabilitation ~~F~~aculty, ~~A~~dvisors, ~~cooperative extension agents~~, 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 Academic Adjuncts, post doctoral fellows during their first, second and third years of employment and visiting faculty in their first year of employment.~~ 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 ~~or who are employed (a) by a community college, (b) at an extended site (i.e., site of a present or former community college), (c) as vocational technical instructors, or (d) to teach exclusively at the lower division level.~~ The ~~U~~niversity 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~~his/her 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.

## 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. The deduction authorization shall terminate on December 31, 2021, unless revoked before that date by the bargaining unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties.~~
- 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 ~~Bargaining unit members may:~~
- ~~a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of voluntary membership dues in accordance with 4.1;~~
  - ~~b. Revoke the deduction authorization at any time by written notice to United Academics and the University.~~
- 4.45 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

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As Tentatively Agreed October 31, 2022

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.

## 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 UNAC 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 UNAC bargaining unit members.
  - b. United Academics shall notify the University no later than March 15 as to the UNAC 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 UNAC bargaining unit member, upon presentation by the University of a billing statement.
  - d. The University may, at its sole discretion, substitute other UNAC bargaining unit members or non-UNAC bargaining unit members to perform the portions of the workloads from which bargaining unitUNAC members have been released. Funds remaining after substitute credit hours or non-credit hour workload units have been paid shall be used for faculty ~~travel for~~ 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 UNAC bargaining unit 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 UNAC bargaining unit member ~~travel~~ professional development. ~~and e~~Each Provost will convene a joint labor management group of two (2) membersrepresentatives 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 bargaining unit members~~faculty~~ who received such funds, including amounts awarded, in the previous fiscal year.

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- 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 UNAC bargaining unit members on the same basis as other organizations.
- ~~5.5 The University shall permit posting of official United Academics notices on a bulletin board specifically designated for such use at each MAU.~~
- ~~5.65.5~~ The University shall provide two unfurnished offices for use by United Academics, one at UAA and the other at UAF, upon payment of \$16,~~000-655~~ by United Academics to the University no later than July 5 of each year. The office space consists of rooms ~~489, 489A, and 489B309A, 309B, 309C, 310 and 310A~~ in Constitution Hall/Duckering Building at UAF, as well as rooms ~~21402 and 204~~ 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.
- ~~5.75.6~~ 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) 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~~Authorization of Payroll Deduction of Dues and Agency Fee~~ form to each new UNAC bargaining unit member within no later than thirty ten (10) days after of their initial date of employment; (c) and notice to each current UNAC bargaining unit member and to each new UNAC bargaining member within no later than thirty ten (10) days after of initial date of employment that an electronic copy of this agreement is available on the University's and United Academics' websites.
- ~~5.85.7~~ 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.
- ~~5.95.8~~ The University shall provide a list of current bargaining unit~~UNAC~~ 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.

## 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.



**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.

## **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 judgement; 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 UNAC bargaining unit member represented by United Academics alleging a grievance or the University alleging a grievance.
- d. A "complainant" refers to the UNAC 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. e-mail 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 e-mail 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.
- 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.

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 his or her~~ 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.

##### 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 judgement, the arbitrator shall not have the authority to substitute ~~her/his~~their judgement for that of the official making such judgement, 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 (1) year. In no case, shall the arbitrator have the authority to grant a remedy which includes an appointment of greater than one 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.

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 UNAC bargaining unit member for exercising their his or her 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.

### 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 ~~UNAC-bargaining unit~~ member's receipt of such official notification, file an appeal with the chancellor. The ~~c~~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) UNAC-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 judgement. In the event a member of the board is excused, the original appointing party shall appoint a replacement. A ~~UNAC-bargaining unit~~ member's participation on an MAU appeals board will qualify for inclusion in the service component of the ~~UNAC bargaining unit~~ member's workload. To facilitate a timely appeals process, ~~bargaining unit~~~~UNAC~~ 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 judgements 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 judgement 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 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 ~~UNAC 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~~UNAC member within five (5) days of the informal resolution meeting. United Academics may, within five (5) days after the ~~UNAC 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 ~~UNAC 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 UNAC 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 UNAC bargaining unit member for exercising ~~his or her~~their rights under this procedure.

## ARTICLE 8

### *Construction of 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.

## ARTICLE 9

### *Faculty Status: Appointment, Evaluation, Promotion, Tenure, and Termination*

#### 9.1 Faculty Appointment

Except as provided herein, there shall be ~~four (4)~~<sup>three (3)</sup> categories of appointment applicable to ~~bargaining unit UNAC~~ members: appointment with tenure, tenure track appointment, ~~and non-tenure track term appointment, and Post Doctoral Fellow appointment. Visiting Faculty in their first year of employment may be appointed at will and shall not be subject to the provisions of Article 9 other than Article 9.1, any of the provisions of Article 13, and any of the provisions of Article 15.~~ The appointment of ~~UNAC bargaining unit~~ members to these categories shall be at the sole discretion of the University. The initial appointment of ~~UNAC bargaining unit~~ members to one (1) of these categories shall not be subject to the dispute resolution processes provided in this Agreement.

#### 9.1.1 Appointment with Tenure

Tenure denotes the status of holding a nine (9)-month appointment on a continuing basis. Such appointments shall be renewed annually unless terminated as provided by the terms of this Agreement.

A tenured appointment may be made at less than one hundred (100) percent, but no less than fifty-one (51) percent, of full-time equivalent (FTE) status. Any increase in the ~~UNAC bargaining unit~~ member's percent of FTE status from that held at the time the ~~UNAC bargaining unit~~ member was appointed with tenure shall be made only upon consent of the ~~UNAC bargaining unit~~ member with recommendation through the tenure evaluation process and approval of the chancellor. Any decrease in the ~~UNAC bargaining unit~~ member's percent of FTE status from that held at the time the ~~UNAC bargaining unit~~ member was appointed with tenure shall be made with the consent of the ~~UNAC bargaining unit~~ member and the approval of the chancellor.

The titles of associate professor and professor shall be used to denote the rank held by tenured ~~UNAC bargaining unit~~ members.

#### 9.1.2 Tenure Track Appointment

A tenure track appointment is one that leads to eligibility for consideration for appointment with tenure. Time spent in a tenure track appointment in the academic unit within which tenure is sought shall count toward the time for mandatory review for tenure. Notification of the year of mandatory review shall be made in the initial appointment letter. Non-

retention of a tenure track appointment shall be made in accordance with the notification time periods required by this Agreement.

A tenure track appointment may be made at less than one hundred (100) percent, but no less than fifty-one (51) percent, of full-time equivalent (FTE) status.

The titles of assistant professor, associate professor, and professor shall be used to denote rank of tenure track UNAC-bargaining unit members.

### 9.1.3 Non-tenure Track Term Appointment

A non-tenure track term appointment may be made at less than one hundred-(100) percent, but no less than fifty-one (51) percent, of FTE status; for a specific length of time. Performance expectations shall be specified by individual appointment letters and workload.

A non-tenure track term appointment shall not lead to consideration for tenure. Except as otherwise agreed between the UNAC-bargaining unit member and the hiring authority in writing at the time of hire into a tenure track position, time spent in a non-tenure track term appointment shall not count in the calculation of the time for promotion or mandatory review for tenure in any subsequent tenure track appointment in the University of Alaska.

Non-tenure track term appointments may be made for a period up to but no longer than five (5) years. Non-tenure track term appointments shall expire at the end of the specified period of appointment, unless renewed or provided notice in accordance with Article 9.4.2. In addition to provisions for termination provided in this Agreement, a non-tenure track term appointment may be terminated early if the terms of the performance assignment are not fulfilled, if the duration of the funded activity has expired, or if the program has been discontinued or reduced. Because non-tenure track term appointments are expected to end at the completion date of the assignment, non-tenure track term UNAC-bargaining unit members may not challenge a decision not to reappoint them.

The titles of instructor, lecturer, assistant professor, associate professor, and professor may be used to denote rank of non-tenure track term UNAC-bargaining unit members. In addition, qualified titles of rank, as specified below, may be used.

The titles of research assistant professor, research associate professor, or research professor shall be used to denote rank of non-tenure track term UNAC-bargaining unit members conducting research as a primary assignment and supported primarily by research funds.

The titles of clinical lecturer, clinical instructor, clinical assistant professor, clinical associate professor, or clinical professor shall be used for non-tenure track term UNAC

bargaining unit members who are also practitioners in health care delivery professions or in other professions to which such titles would be applicable.

#### 9.1.4 Post Doctoral Fellow Appointment

A Post Doctoral Fellow appointment may be made at less than one hundred percent (100%), but no less than fifty-one percent (51%), of FTE status, for a specific length of time. Performance expectations shall be specified by individual appointment letters and workload.

A Post Doctoral Fellow appointment shall not lead to consideration for a non-tenure track term appointment or tenure. Except as otherwise agreed between the bargaining unit member and the hiring authority in writing at the time of hire into a tenure track position, time spent in a Post Doctoral Fellow appointment shall not count in the calculation of the time for promotion or mandatory review for tenure in any subsequent tenure track appointment in the University of Alaska.

Post Doctoral Fellow appointments may be made for a period up to but no longer than three (3) years. Post Doctoral Fellow appointments shall expire at the end of the specified period of appointment, unless renewed or provided notice in accordance with Article 9.4.3. In addition to provisions for termination provided in this Agreement, a Post Doctoral Fellow appointment may be terminated early if the terms of the performance assignment are not fulfilled, if the duration of the funded activity has expired, or if the program has been discontinued or reduced. Because Post Doctoral Fellow appointments are expected to end at the completion date of the assignment, Post Doctoral Fellow bargaining unit members may not challenge a decision not to reappoint them.

The title of Post Doctoral Fellow may be used to denote rank of Post Doctoral Fellow bargaining unit members. In addition, a qualified title of rank, as specified below, may be used.

The title of Research Associate (Academic) may be used to denote the rank of Post Doctoral Fellow bargaining unit members supported primarily by research funds.

#### 9.1.49.1.5 Appointment Duration

A UNAC bargaining unit member's base appointment shall be for the academic year (nine (9)-month) as determined by the campus or for an alternative nine (9)-month period. A nine (9)-month appointment may be extended by up to three (3) months at the discretion of the

University. Such an extension may be included in the base assignment letter, but in any event an extension does not modify the tenured or tenure-track base appointment period of nine (9) months.

#### 9.1.59.1.6 Method of Appointment

All appointments other than those of Distinguished and University Professor shall be made by the chancellor or the chancellor's designee, under the appointment authority of the president of the University of Alaska.

#### 9.1.69.1.7 Appointments of Distinction

Tenured appointments as Distinguished Teaching Professor, Distinguished Research Professor, Distinguished Service Professor, or University Professor may be given by action of the Board of Regents on recommendation of the appropriate academic unit peer review committee and concurrence of the chancellor and the president.

Appointment as Distinguished Visiting Professor shall be made by the chancellor, following consideration of recommendations of the appropriate academic unit peer review committee. Such appointment shall be reported to the president and shall be a non-tenure track term appointment for a period of time not to exceed three (3) years. These appointments may be renewed, following consideration of recommendations of the appropriate academic unit peer review committee.

#### 9.1.79.1.8 Professional and Ethical Standards

UNAC-Bargaining unit members have a responsibility to maintain high standards of professional and ethical performance and conduct.

### 9.2 Evaluation

UNAC Bargaining unit members shall be evaluated regularly and in writing in accordance with this Agreement. Such evaluation shall be the responsibility of the chancellor or the chancellor's designee.

Evaluations shall appraise the extent to which each UNAC-bargaining unit member has met the workload assignment and professional responsibilities as identified in Article 13, the extent to which the UNAC-bargaining unit member's professional growth and development has proceeded, and the prospects for the UNAC-bargaining unit member's continued professional growth and development. Evaluations shall also identify changes, if any, in emphasis required for promotion, tenure, and continued professional growth and may result in the initiation of processes to improve performance. MAU rules and

procedures shall identify processes available to assist UNAC bargaining unit members in the improvement of performance.

All reviewers have an ethical responsibility to maintain the confidentiality of evaluation materials. Breaches of confidentiality by a UNAC bargaining unit member will be subject to disciplinary action as outlined in Article 11. Breaches of confidentiality by other university personnel will be subject to the grievance procedure as outlined in Article 7.

The nonprocedural aspects of the evaluation of UNAC bargaining unit members shall be considered substantive academic judgments.

#### 9.2.1 Annual Activity Report/Review

UNAC Bargaining unit members subject to review will follow processes and procedures for file preparation as outlined in this Article and MAU-specific guidelines.

Evaluation of UNAC bargaining unit members shall be conducted annually by the dean, director or designee. The UNAC bargaining unit member shall submit, by September 12 a current CV and Annual Activity Report including a brief self-evaluation narrative unless the UNAC bargaining unit member is undergoing a fourth-year comprehensive review, tenure review, promotion review, or post tenure review. The UNAC bargaining unit member may submit additional documentation at ~~their~~his or her discretion. The dean, director, or designee may consider additional information contained within the UNAC bargaining unit member's academic record file and other files as defined in Article 12.2.

For Post Doctoral Fellows working with a Principal Investigator or other bargaining unit member assigned to lead their work, in preparation for the Annual Activity Report, the Principal Investigator or other bargaining unit member assigned to lead their work will provide a written statement regarding the bargaining unit member's performance to the dean, director or designee who supervises the Post Doctoral Fellow.

The dean, director, or designee of the respective academic unit(s) will provide by January 15 a brief written statement regarding whether the UNAC bargaining unit member's performance was satisfactory or unsatisfactory unless the UNAC bargaining unit member is receiving a fourth-year comprehensive review, tenure review, promotion review, or post tenure review.

#### 9.2.2 Evaluation of Tenure Track UNAC Bargaining Unit Members for Progression Towards Tenure

##### a. Annual Review



Tenure track ~~UNAC bargaining unit~~ members will undergo review following the procedures and timelines in Article 9.2.1 to assess progress toward tenure and retention.

b. Fourth-Year Comprehensive Review

During the fourth year of a tenure-track appointment the ~~UNAC bargaining unit~~ member shall receive a comprehensive and diagnostic review by the appropriate academic unit peer review committees and administrators in accordance with the procedures for evaluation provided in this ~~a~~Article. The purpose of the comprehensive review is to assess progress toward tenure and promotion. The review will proceed to the provost; it may proceed to the chancellor at the written request of the ~~UNAC bargaining unit~~ member. A ~~UNAC bargaining unit~~ member who commences a fourth-year review may not convert to a tenure or promotion review. If a ~~UNAC bargaining unit~~ member chooses to stand for promotion and tenure during the fourth-year review period, the ~~UNAC bargaining unit~~ member may not withdraw the file from consideration at any step in the process. If the decision of the chancellor is to deny tenure, the ~~UNAC bargaining unit~~ member may continue to serve as a tenure track unit member but may not stand again for tenure and promotion prior to the mandatory year of review.

The ~~UNAC bargaining unit~~ member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable, as defined by appropriate MAU criteria;
6. Summarized teaching evaluations for the years under review, where applicable;
7. Self-evaluation that summarizes the ~~UNAC bargaining unit~~ member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;

8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas;
9. Other materials as specified in academic unit peer and MAU criteria;
10. Other materials at the discretion of the ~~UNAC~~bargaining unit member.

9.2.3 Evaluation of Tenure Track and Tenured ~~UNAC~~Bargaining Unit Members for Promotion

a. Evaluation Process

Tenure track and tenured ~~UNAC~~bargaining unit members shall be evaluated for promotion according to the procedures provided in this Article. After considering the recommendations of the appropriate academic unit peer review committees, appropriate administrators, and other relevant sources, the chancellor may promote qualified ~~UNAC~~bargaining unit members when promotion would be consistent with institutional need, mission, and resources.

The ~~UNAC~~bargaining unit member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable, as defined by appropriate MAU criteria;
6. Summarized teaching evaluations for the years under review, where applicable;
7. Self-evaluation that summarizes the ~~UNAC~~bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas.
9. External review letters;

10. Other materials as specified in academic unit peer review and MAU criteria;

11. Other materials at the discretion of the UNAC bargaining unit member.

b. Denial of Promotion

If the decision of the chancellor is to deny promotion, the UNAC bargaining unit member shall retain current academic rank. A UNAC bargaining unit member denied promotion to the rank of professor may not reapply for promotion for at least one (1) year from the date of the chancellor's decision.

c. Withdrawal of Promotion File

A UNAC bargaining unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor except in cases where the bargaining unit member otherwise would have been required to undergo a fourth-year comprehensive review or a mandatory review for tenure. If a UNAC bargaining unit member withdraws their file prior to the ~~d~~Dean, ~~d~~Director or ~~d~~Designee's evaluation, the UNAC bargaining unit member must submit an Annual Activity Report by November 1.

d. Appeal ~~P~~rocess ~~r~~egarding ~~a~~ward for ~~p~~romotion

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the promotion recommendation has been made by the provost or the promotion decision has been made by the chancellor and communicated to the bargaining unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can be made only one (1) time, either before or after the evaluation by the chancellor.

9.2.4 Evaluation of Tenure Track UNAC Bargaining Unit Members for Tenure

a. Evaluation Process

Untenured UNAC bargaining unit members shall be evaluated for tenure in accordance with the terms and conditions of appointment and the procedures for evaluation provided in this Article. The chancellor may award tenure to UNAC bargaining unit members whom the chancellor judges to be qualified, when tenure would be consistent with the need, mission, and resources of the MAU and the unit in which the UNAC bargaining unit member would be tenured. The chancellor shall consider the

recommendations of the appropriate academic peer review committees, appropriate administrators, and other relevant sources.

The UNAC-bargaining unit member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable as defined by appropriate MAU criteria;
6. Summarized teaching evaluations for the years under review, where applicable;
7. Self-evaluation that summarizes the UNAC-bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas;
9. External review letters;
10. Other materials as specified in academic unit peer and MAU criteria;
11. Other materials at the discretion of the UNAC-bargaining unit member.

b. Denial of Tenure

If the decision of the chancellor is to deny tenure to a UNAC-bargaining unit member in the mandatory year for review, the UNAC-bargaining unit member shall be offered a one (1)-year terminal appointment. If tenure is denied as a result of a review process prior to the mandatory year, the UNAC-bargaining unit member will continue in the UNAC-bargaining unit member's appointment, but will not be eligible to apply for tenure until the mandatory year. The process following denial of tenure shall be in accordance with this Article.

c. Withdrawal of Tenure File

A UNAC bargaining unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor, except in cases where the tenure review is mandatory or the UNAC bargaining unit member otherwise would have been required to undergo a fourth-year comprehensive review. If a UNAC bargaining unit member withdraws their file prior to the ~~d~~Dean, ~~D~~irector or ~~D~~esignee's evaluation, the UNAC bargaining unit member must submit an Annual Activity Report by November 1.

d. Appeal Process Regarding Award of Tenure

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the tenure recommendation has been made by the provost or the tenure decision has been made by the chancellor and communicated to the UNAC bargaining unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can only be made one (1) time, either before or after the evaluation by the chancellor.

9.2.5 Post-Tenure Review

The post-tenure review process is generally intended to be a formative rather than a summative process of faculty evaluation, focused on faculty development. It is not intended to be the equivalent of the probationary evaluation of tenure track faculty. The process should review and encourage ongoing development, scholarship, and productivity, including feedback concerning progress toward promotion where applicable. Alleged violation of this intent language is subject solely to the complaint process in Article 7.3.

a. Post-Tenure Review Process

Every six (6) years, tenured UNAC bargaining unit members shall be evaluated comprehensively. A scheduled review will occur six (6) years from the date of the UNAC bargaining unit member's most recent post-tenure review or successful promotion review was initiated. A successful promotion "resets the clock" and the next post-tenure review will occur six (6) years after the initiation of the review process.

These evaluations shall be conducted in accordance with the procedures set forth in this Article. The UNAC bargaining unit member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;

4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of effective teaching for the years under review, where applicable, as defined by appropriate MAU criteria;
6. Summarized teaching evaluations for the years under review, where applicable;
7. Self-evaluation that summarizes the UNAC bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas;
9. Other materials as specified in academic unit peer and MAU criteria;
10. Other materials at the discretion of the UNAC bargaining unit member.

A post-tenure review is satisfactory if it concludes that during the period under review the UNAC bargaining unit member's performance has met expectations appropriate to ~~their~~~~his or her~~ current rank as defined by the evaluation criteria in place for the UNAC bargaining unit member's MAU, college, and discipline. If the overall evaluation of the post-tenure review by the academic unit peer review committee and dean, director, or designee is satisfactory, the review proceeds no further and is complete.

An unsatisfactory review by the peer review committee or the dean, director, or designee will proceed to the ~~university-wide evaluation~~MAU pPeer rReview ~~Committee~~ and the provost. The review may proceed to the chancellor only at the written request of the UNAC bargaining unit member.

UNAC Bargaining unit members who receive an unsatisfactory post-tenure review from the provost or chancellor shall produce a professional development plan, approved by the dean, director, or designee, that identifies specific objectives and outcomes. UNAC Bargaining unit members who receive an unsatisfactory comprehensive post-tenure review by the provost (unless the chancellor's review overrides the decision) are ineligible for merit ~~and market salary~~ adjustments. The UNAC bargaining unit member will again be eligible for merit ~~and market salary~~ adjustments following a satisfactory annual or post-tenure review. A scheduled review will occur six (6) years from the date that the unit member's most recent promotion, tenure or post-tenure review was initiated. A successful promotion "resets the clock"

and the next post-tenure review will occur six (6) years after the initiation of the review process.

At any time prior to a scheduled evaluation, the UNAC bargaining unit member's dean, director, or designee may, as a result of other evaluations, initiate the post-tenure review process. If a dean, director, or designee initiates an early review, a UNAC bargaining unit member shall be notified no later than the end of the appointment period. In addition, a post-tenure review shall be conducted upon the request of a UNAC bargaining unit member.

b. Dispute Resolution

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the recommendation has been made by the provost or the decision has been made by the chancellor and communicated to the UNAC bargaining unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can be made only one (1) time, either before or after the evaluation by the chancellor.

9.2.6 Evaluation Procedures

Except as specifically provided otherwise, evaluation of UNAC bargaining unit members for annual review, progression towards tenure review, comprehensive fourth-year review, promotion, tenure, and post-tenure review shall be conducted according to the procedures provided below.

- a. A UNAC bargaining unit member who plans to stand for tenure and/or promotion in the next academic year, shall, by the end of the current appointment period, advise the dean, director, or designee in writing of the intent to stand. At the same time, the UNAC bargaining unit member shall submit to the dean, director, or designee a complete CV and a list of two (2) external reviewers. ~~(External reviews are required only for tenure or promotion reviews).~~
- b. The dean, director, or designee shall, when external reviews have been requested, distribute the UNAC bargaining unit member's CV to external reviewers by June 30. Two (2) external reviewers are selected by the UNAC bargaining unit member and up to two (2) additional external reviewers may be selected by the dean, director, or designee. The external reviews selected by the dean, director, or designee will be included in the file with annotation that they were requested by the dean, director, or designee before the file goes into the review process. The reviewers shall be asked to submit their reviews to the dean, director, or designee no later than September 1. The reviews will be forwarded by September 8 to the candidate, accompanied by a written



notice from the dean, director or designee of the number of reviews requested and the number of reviews received, for inclusion in the file.

- c. The UNAC bargaining unit member shall, by September 12, submit to the appropriate dean, director, or designee, a file for evaluation following MAU-specific guidelines and procedures. The file shall contain materials as specified in this Article.
- d. The dean, director, or designee shall, by September 15, submit appropriate files to a peer review committee representing a department/cluster/academic unit as determined by the dean, director, or designee, with the consent of members from that department/cluster/academic unit. Absent such consent, the provost shall resolve issues over the composition of the peer review committee.

The peer review committee for review of tenured and tenure-track bargaining unit members shall be composed of at least five (5) tenured faculty, with at least three (3) at the rank of full professor. At UAS these minimums shall be four (4) tenured faculty including two (2) full professors. The dean, director, or designee recommends tenured committee members at the appropriate rank, with the consent of members from that department/cluster/academic unit and in accordance with procedures established at each MAU. Any disagreement about committee membership shall be resolved by the provost. UNAC Bargaining unit members with a conflict of interest as outlined in BOR Policy and Regulation 04.10 with respect to the faculty member under review shall recuse themselves from participation.

Committees may determine whether discussions will be open or closed to the public and the candidate. The vote of the peer review committee, however, shall be closed to the public and the candidate. The peer review committee's review and recommendation, without individual attribution, shall be provided to the dean, director, or designee, with a copy to the UNAC bargaining unit member, no later than October 15.

- e. The UNAC bargaining unit member shall submit any written comments, in response to the unit peer review, to the dean, director, or designee not later than October 22.
- f. The dean, director, or designee shall complete a review and prepare written recommendations to the provost with a copy to the UNAC bargaining unit member, no later than December 20. The dean, director, or designee shall forward the file and recommendation to the provost's office.
- g. The bargaining unit member shall submit to the provost any written comments in response to the review of the dean, director, or designee no later than January 3.



- h. The provost shall, by January 3, submit the file to an MAU ~~pPeer Rreview Ccommittee~~ appointed by the provost per MAU faculty evaluation guidelines. The MAU ~~pPeer Rreview Ccommittees~~ may determine whether discussions will be open or closed to the public and the candidate. The vote of the MAU ~~Ppeer rReview cCommittee~~; however, shall be closed to the public and the candidate. The MAU ~~pPeer rReview cCommittee~~ shall provide its review and written recommendation without individual attribution to the provost, with a copy to the UNAC bargaining unit member, no later than February 20.
- i. The UNAC bargaining unit member shall submit to the provost any written comments in response to the MAU ~~pPeer Rreview Ccommittee~~'s review, no later than February 26.
- j. The provost shall review the file and make a written recommendation. The provost shall provide a completed review and recommendation to the chancellor, with a copy to the UNAC bargaining unit member, no later than March 30.
- k. The UNAC bargaining unit member shall submit any written comments in response to the provost's review to the chancellor no later than April 5. If United Academics opts to appeal the provost's recommendation, the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days. Subsequent deadlines will be mutually agreed upon by United Academics and the University.
- l. The chancellor shall review the file, recommendation of the provost, and the recommendation of the Appeals Board (if applicable) and make the final decision regarding the UNAC bargaining unit member's performance (i.e. whether to retain, promote and/or tenure, or whether the UNAC bargaining unit member's performance is satisfactory). The UNAC bargaining unit member shall be notified in writing of the chancellor's decision no later than May 1. If United Academics opts to appeal the chancellor's decision (and if there was no appeal of the provost's recommendation), the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days.
- m. ~~The parties will meet and confer regarding the adjustment of dates at each MAU and reduce any agreed modifications to a memorandum of agreement (MOA).~~ If a date in this article ~~or related MOA~~ falls on a Saturday or Sunday it shall be treated as falling on the following Monday. If a date in this article ~~or related MOA~~ falls on a holiday it shall be treated as the first immediate business day following the holiday.
- n. Timelines in this article ~~or related MOAs~~ may be extended by mutual consent of the parties, and such consent shall not be withheld unreasonably.

9.2.7 Evaluation of Non-tenure Track Term UNAC Bargaining Unit Members

a. Annual Evaluation

Evaluation of non-tenure track term UNAC bargaining unit members shall be conducted annually by the dean, director or designee based on the UNAC bargaining unit member's annual activity report. The UNAC bargaining unit member may submit additional documentation at ~~their~~his or her discretion. The dean, director, or designee may consider additional information contained within the UNAC bargaining unit member's academic record file or other files as defined in Article 12.2. The written review by the dean or director or designee shall be completed no later than January 15.

b. Evaluation for Promotion

Non-tenure track term UNAC bargaining unit members ~~with five or more years of continuous service at rank~~ may request to be evaluated for promotion. The evaluation process shall be parallel to that of tenure track and tenured UNAC bargaining unit members. The procedural processes and dates will be the same as in Article 9.2.6 with the exception of the composition of the academic unit peer review and MAU peer review committees, which is described below. This process is the sole means for promotion for non-tenure track term UNAC bargaining unit members.

The unit peer review and MAU peer review committees for review of non-tenure track term UNAC bargaining unit members for promotion will be constituted in the same manner as described in Article 9.2.6 with the exception that the five (5) unit peer review committee members may include ~~addition of a one (1) or more~~ non-tenure track term UNAC bargaining unit members ~~member~~ at equal or higher rank. The non-tenure track term UNAC bargaining unit member(s) on the unit peer-review committee will be appointed by the ~~d~~Dean/, ~~D~~director or ~~d~~Designee with the consent of the UNAC bargaining unit members of the department/cluster/academic unit in accordance with procedures established at each MAU. Absent such consent, the provost shall resolve issues over the composition of the unit peer review committee. The non-tenure track term UNAC bargaining unit member(s) on the MAU peer review committee will be appointed by the provost per MAU faculty evaluation guidelines.

A successful promotion will result in a ten percent (10%) increase to the base salary of the non-tenure track term UNAC bargaining unit member in addition to all other base salary adjustments.

Promotion or denial of promotion does not imply future employment. Academic rank and salary increase of a promoted non-tenure track term UNAC bargaining unit member would only be guaranteed if the UNAC bargaining unit member had a renewed appointment in the same position, and at the same academic unit.

c. Denial of Promotion

If the decision of the chancellor is to deny promotion, the non-tenure track term UNAC bargaining unit member shall retain current academic rank. A UNAC bargaining unit member denied promotion may not reapply for promotion for at least one (1) year from the chancellor's decision.

d. Withdrawal of Promotion File

A non-tenure track term bargaining unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor. If a non-tenure track term bargaining unit member withdraws their file prior to the dean, director or designee's evaluation, the bargaining unit member must submit an Annual Activity Report by November 1.

e. Appeal Process Regarding Award for Promotion

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the promotion recommendation has been made by the provost or the promotion decision has been made by the chancellor and communicated to the non-tenure track term bargaining unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can be made only one (1) time, either before or after the evaluation by the chancellor.

9.3 Tenure

9.3.1 Locus of Tenure

UNAC Bargaining unit members shall be tenured within their discipline at an MAU within the University of Alaska. ~~UNAC-Bargaining unit~~ members may transfer with tenure to another academic unit in the same or another MAU only upon the mutual agreement of the UNAC bargaining unit member and the chancellor of the receiving MAU. For purposes of this Agreement, "discipline" shall be defined as the traditional academic field and recent teaching and research record as demonstrated in workload agreements, annual activity reports, and evaluations.

9.3.2 Method of Appointment to Tenure

Tenure shall not be awarded automatically. It is awarded only after careful consideration in accordance with the process set forth above. The chancellor must have approval from the president to award tenure at the time of initial appointment of a UNAC bargaining unit member, or of an academic administrator awarded faculty rank, if the bargaining unit members of the academic unit within which tenure would be held recommend against it.

### 9.3.3 Conditions for Consideration for Award of Tenure

Tenure may be awarded to faculty holding a tenure-track appointment. Tenure shall not be awarded to non-tenure track term UNAC bargaining unit members.

A UNAC bargaining unit member may submit a file and request an evaluation for award of tenure during any year of service but no later than the mandatory year for tenure review. UNAC Bargaining unit members evaluated for tenure prior to the mandatory year for review shall be evaluated on the basis of performance expectations that would exist at the time of mandatory tenure review.

The following considerations affect the determination of the mandatory year.

#### a. Initial Appointment to Full or Associate Professor

An initial appointment to the rank of professor may be made with or without tenure. However, UNAC bargaining unit members receiving such appointments without tenure shall be reviewed for tenure no later than the third consecutive year of service. Appointments to full professor may continue beyond the fourth year only with tenure.

Initial appointment to the rank of associate professor also may be made with or without tenure. UNAC Bargaining unit members receiving such appointments without tenure shall be reviewed for tenure no later than the fourth consecutive year of service. Appointments to associate professor may continue beyond the fifth year only with tenure.

#### b. Promotion to Associate Professor

Tenure track UNAC bargaining unit members undergoing review for promotion to associate professor shall also be reviewed for tenure. Promotion of tenure track UNAC bargaining unit members to associate professor shall not be made without prior or simultaneous award of tenure. Tenure shall not be granted at the assistant professor rank.

#### c. Review of Assistant Professor

All tenure track ~~UNAC bargaining unit~~ members appointed at the rank of assistant professor shall be reviewed for promotion and tenure no later than the seventh consecutive year of service. Service may continue beyond the eighth year only with tenure, unless covered elsewhere in this contract.

d. Years of Service Computation

All consecutive years of service, including periods of leave of absence at full salary and sabbatical leave, shall be counted in the determination of the time of mandatory tenure review. Periods of leave of absence at partial or no salary and partial years of service shall also be included unless exception is requested in writing by the ~~UNAC bargaining unit~~ member and approved at the time the leave is granted by the chancellor or chancellor's designee. Periods of parental leave shall be excluded. No more than two (2) academic years or two (2) alternative nine (9) month periods may be excluded from counting toward the mandatory year of tenure review.

Regardless of inclusion in the computation of total years, leave of absence shall not be deemed an interruption of otherwise consecutive service. Years of service preceding a break in consecutive years of university employment may be counted only upon agreement between the ~~UNAC bargaining unit~~ member and the chancellor or chancellor's designee at the time of re-employment.

If requested in writing at the time of appointment, a partial year of service that includes at least one (1) semester of full-time ~~UNAC bargaining unit~~ member service (e.g., a mid-year appointment) may be approved by the chancellor or chancellor's designee as a full year of service and counted toward both the time of mandatory tenure review and eligibility for sabbatical leave.

e. Failure to Receive Tenure

A candidate standing for tenure prior to the mandatory year of review may proceed through all steps in the process. If the decision of the chancellor is to deny tenure, the ~~UNAC bargaining unit~~ member may continue to serve as a tenure track ~~UNAC bargaining unit~~ member but may not stand again for tenure prior to the mandatory year of review. The decision of the chancellor in this instance is final.

A ~~UNAC bargaining unit~~ member must stand for tenure no later than the mandatory review year. If tenure is not awarded in the mandatory review year, the ~~UNAC bargaining unit~~ member shall be offered a terminal appointment for one (1) additional academic year, or alternative ninethe (9) month period. See Article 9.4.43.

f. Rejection of Tenure

A UNAC bargaining unit member who is offered tenure by an MAU pursuant to the terms of this Agreement, but who declines to accept it, may continue to be employed in a manner to be determined by the chancellor in consultation with the UNAC bargaining unit member.

#### 9.4 Termination of Appointment

Termination, which severs the employment relationship of a UNAC bargaining unit member, shall be based on a considered decision to discontinue an existing employment relationship. A UNAC bargaining unit member's appointment may be terminated in accordance with the provisions of this Agreement, including the following:

##### 9.4.1 Non-retention of Tenure Track Bargaining Unit Members

Non-retention follows a decision not to continue the employment of a tenure track UNAC bargaining unit member.

The chancellor or the chancellor's designee shall provide written notification of non-retention to the UNAC bargaining unit member. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a tenure track UNAC bargaining unit member within the University of Alaska.

- a. Within the first year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than February 15 for appointments based on the academic year, or three (3) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- b. Within the second year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- c. After two (2) or more years, the UNAC bargaining unit member shall be notified not less than twelve (12) months prior to the expiration of the final appointment.

##### 9.4.2 Non-renewal of Non-tenure Track Term UNAC Bargaining Unit Members

Non-renewal follows a decision not to continue the employment of a non-tenure track term UNAC bargaining unit member. Written notification of termination shall be provided to the UNAC bargaining unit member. Failure to provide notice as provided below shall not result in renewal of appointment. If notice is provided after the dates prescribed below, the University shall pay the UNAC bargaining unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short. The following schedule of notification shall be based upon consecutive years of

uninterrupted service as a non-tenure track ~~term UNAC bargaining unit~~ member within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the ~~UNAC bargaining unit~~ member shall be notified no later than ~~fourteenseven (147)~~ days prior to the expiration of the appointment.
- b. From the third through the sixth years, regardless of contract extensions, the ~~UNAC bargaining unit~~ member shall be notified not less than ~~sixtyforty five (6045)~~ days prior to the expiration of the appointment.
- c. After seven (7) years, the ~~UNAC bargaining unit~~ member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

#### 9.4.3 Non-renewal of Post Doctoral Fellow Bargaining Unit Members

Non-renewal follows a decision not to continue the employment of a Post Doctoral Fellow bargaining unit member. Written notification of termination shall be provided to the bargaining unit member. Failure to provide notice as provided below shall not result in renewal of appointment. If notice is provided after the date prescribed below, the University shall pay the bargaining unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short. The schedule of notification shall be based upon consecutive years of uninterrupted service as a Post Doctoral Fellow bargaining unit member within the University of Alaska.

Within the three (3) years maximum, regardless of contract extensions, the bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.

#### 9.4.39.4.4 Failure to Receive Tenure

Following denial of tenure in the mandatory year for tenure review, the chancellor or chancellor's designee shall provide written notification to the ~~UNAC bargaining unit~~ member no less than twelve (12) months prior to the expiration of the final appointment.

#### 9.4.49.4.5 Resignation or Retirement

~~UNAC Bargaining unit~~ members intending to resign or retire from employment with the University of Alaska are expected to provide three (3) months' notice. ~~UNAC Bargaining unit~~ members shall notify the dean, director, or designee, as soon as possible, and provide a signed written resignation stating the effective date.

#### 9.4.59.4.6 Just Cause

Any UNAC-bargaining unit member may be dismissed for just cause. Just cause shall include, but not be limited to, incompetence, neglect of duty, failure to perform assignment, unprofessional conduct, or other conduct or condition that interferes substantially with the continued performance of duties. UNAC-Bargaining unit members may be suspended immediately while proceedings are in progress for dismissal for just cause if their continued presence poses the threat of harm to themselves, others, or to the interests of the University, as determined by the University. Just cause terminations shall be conducted in accordance with Article 11.

9.4.69.4.7 United Academics Notice

The University shall provide United Academics written notice of all terminations or non-retentions concurrent with the written notice to the UNAC-bargaining unit member.



## ARTICLE 10

### *Reduction in Force Due to Discontinuance or Reduction of Program or Financial Exigency*

#### 10.1 General

Prior to a decision to discontinue an academic program which would result in the termination of UNAC bargaining unit members, the University shall meet and confer with United Academics. Prior to a decision to reduce an academic program which would result in a significant change in the workload of UNAC bargaining unit members, the University shall attempt to confer with the UNAC bargaining unit member. Upon request of United Academics, the University shall provide available information regarding the potential program reduction or discontinuance, including a list of UNAC bargaining unit members whose positions are under consideration for elimination, and the criteria used for determination of those positions.

#### 10.2 Discontinuance of Program

The chancellor or the chancellor's designee shall notify non-tenure track term UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.
- b. From the third through the sixth years, regardless of contract extensions, the UNAC bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the UNAC bargaining unit member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

Failure to provide notice as provided above shall not result in renewal of appointment. If notice is provided after the dates prescribed above, the University shall pay the UNAC bargaining unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short.

When a decision is made to discontinue a program, a good faith effort shall be made to place tenured UNAC members in another program where appropriate.

The chancellor or the chancellor's designee shall notify tenure track or tenured UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

- a. Within the first year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than February 15, for appointments based on the academic year, or three (3) months prior to the end of an appointment, for appointments based on an alternative nine (9) month base.
- b. Within the second year, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- c. After two (2) or more years of uninterrupted service, the UNAC bargaining unit member shall be notified twelve months prior to the expiration of the final appointment.

If the discontinued program is reactivated within two (2) years, previously tenured and qualified UNAC bargaining unit members shall be invited to return prior to hiring new full-time UNAC bargaining unit members. The UNAC bargaining unit member shall, within thirty (30) days from the mailing of the invitation, notify the University of the decision to decline or accept. If the former unit member does not respond within thirty (30) days, the invitation is deemed to have been declined. Former UNAC bargaining unit members wishing to receive such invitations shall be responsible for maintaining a current mailing address and other contact information with the hiring authority.

- d. When a decision is made to discontinue an academic program, teach out plans shall be developed by the appropriate dean, director, or designee in consultation with impacted UNAC bargaining unit members. Opportunities for continued employment during a teach out shall be offered to UNAC bargaining unit members in the order described in Article 10.3.

### 10.3 Reduction in Program

When a decision is made to reduce a program pursuant to University Regulation 10.06.010, a good faith effort shall be made to retain tenured UNAC bargaining unit members qualified in the discipline (as defined in Article 9) in preference to non-tenured UNAC bargaining unit members, to place in another program those tenured UNAC bargaining unit members qualified in the discipline (as defined in Article 9) in the MAU where appropriate, or to compose a workload for qualified UNAC bargaining unit members from activities assigned to part-time faculty in the program.

Opportunities for continued employment in a reduced program, or transfer to another program, shall be offered to UNAC bargaining unit members qualified in the discipline in the following order:

Tenured UNAC bargaining unit members

Non-tenured, tenure track UNAC bargaining unit members

Non-tenure track term UNAC bargaining unit members on full-time appointments

Non-tenure track term **UNAC bargaining unit** members on less than full-time appointments

Overload or other additional assignments, only to the extent of the additional assignment

**UNAC bargaining unit** members not provided opportunities for continued employment according to the terms of this Section shall be terminated.

The chancellor or the chancellor's designee shall notify non-tenure track **UNAC bargaining unit** members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the **UNAC bargaining unit** member shall be notified no later than seven (7) days prior to the expiration of the appointment.
- b. From the third through sixth years, regardless of contract extensions, the **UNAC bargaining unit** member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the **UNAC bargaining unit** member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

Failure to provide notice as provided above shall not result in renewal of appointment. If notice is provided after the dates prescribed above, the University shall pay the **UNAC bargaining unit** member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short.

The chancellor or the chancellor's designee shall notify tenure track or tenured **UNAC bargaining unit** members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service with the University of Alaska.

- a. Within the first year, regardless of contract extensions, the **UNAC bargaining unit** member shall be notified no later than February 15 for appointments based on the academic year, or three (3) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- b. Within the second year, regardless of contract extensions, the **UNAC bargaining unit** member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- c. After two (2) or more years of uninterrupted service, the **UNAC bargaining unit** member shall be notified twelve (12) months prior to the expiration of the final appointment.

If the program is expanded within two (2) years, previously tenured and qualified **UNAC bargaining unit** members shall be invited to return in the order provided in this Section

above prior to hiring new full-time **UNAC bargaining unit** members. The **UNAC bargaining unit** member shall be provided at least thirty (30) days from the mailing of the invitation to notify the University of the decision to decline or accept. If the former **UNAC bargaining unit** member does not respond within thirty (30) days, the invitation shall be assumed to have been declined. Former faculty members wishing to receive such invitations shall be responsible for maintaining a current mailing address with the hiring authority.

#### 10.4 Financial Exigency

Following a declaration of financial exigency in accordance with Regents' Policy 04.09.060, **UNAC bargaining unit** members are entitled to written notice of termination a minimum of sixty (60) calendar days in advance of the cessation of their employment.

#### 10.5 Other Rights of Retrenched **UNAC Bargaining Unit** Members

Any terminated faculty member whose re-employment rights have not expired shall have the right to purchase, through the University, insurance coverage identical to that offered other faculty at group rates, with the full cost to be paid by the terminated person.

#### 10.6 Exclusions

Non-retention or non-renewal of appointments under Article 9, or disciplinary actions under Article 11, shall not be considered a discontinuance or reduction of a program.

## 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 by ~~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 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 ~~UNAC~~bargaining unit member and United Academics substantive updates on the process of the investigation upon request. The University shall provide the ~~UNAC~~bargaining 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 12 *Personnel Files*

- 12.1 The University maintains three (3) official personnel files for each UNAC bargaining unit member, which consist of an "employment record file," an "academic record file" and, when required by law, a confidential "medical record file." The employment record file shall be maintained by the Office of hHuman rResources-office of the MAU of the primary assignment. The academic record file of the UNAC bargaining unit member shall be maintained by the office of the relevant dean/director or the academic affairs office on the UNAC bargaining unit member's campus of their primary assignment. The medical record file shall be maintained by the Office of hHuman Rresources-office of the MAU of the primary assignment, separate from other official personnel files.
- 12.2 Other files, in addition to the three (3) official personnel files, containing information regarding UNAC bargaining unit members may exist. However, information in such files may not be kept for longer than one (1) year, or contain information not in the official personnel files which is more than one (1) year old. The University shall not take action with respect to a UNAC bargaining unit member based upon information that is not contained in the official personnel files.
- 12.3 Bargaining unit UNAC members shall have the right to examine the official personnel files at any time during normal business hours and shall have the right to receive a copy of the official personnel files upon submission of advance written request to the Office of hHuman rResources-office of the MAU of the primary assignment or the location where the academic record resides. Bargaining unit UNAC members may place in these files a response to adverse information contained therein.
- 12.4 A United Academics representative, having written authorization from the bargaining unit UNAC member concerned, and subject to the University's duty to provide for security of the records, may examine and request a copy of the official personnel files of that bargaining unit UNAC member. Authorized University personnel or representatives of appropriate governmental agencies may examine official personnel files or may request a copy for routine administrative activity without notification, except as provided for in Article 12.8. Other persons may have access to the official personnel files only as provided by law, with notification to the bargaining unit UNAC member.
- 12.5 When a reprimand, disciplinary action, or delinquency in job performance is reduced to writing by a supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the bargaining unit UNAC member's academic record file, and a copy thereof simultaneously given to the bargaining unit UNAC member and to United Academics. No such material may be placed in a bargaining unit UNAC member's academic record file without an original signature of the dean/director, or designee, and the bargaining unit UNAC member. The bargaining unit UNAC member shall sign such material to signify receipt and notification of such action. Such signature shall not be construed as agreement or disagreement with material contents. Material on disciplinary reprimands shall be removed after two (2) years except for specific formal disciplinary action for sexual

harassment, physical assault, discrimination, theft, fraud, scientific misconduct, or substance abuse. Material on disciplinary suspensions and terminations shall be retained in the file. Upon mutual agreement of the University and United Academics, any disciplinary reprimand may be retained in a bargaining unit member's file for up to one (1) additional year.

12.6 The employment record file may contain the following:

- a. Information relating to the ~~UNAC~~-bargaining unit member's original hire, such as application, job evaluation form or current job description, curriculum vitae, transcripts, and hire documents, including benefit enrollment forms.
- b. Correspondence relating to the individual's employment.
- c. Documents showing the history of the bargaining unit~~UNAC~~ member's work assignments and compensation, including workers' compensation payment documents and letter(s) of appointment.
- d. Other documents related to the bargaining unit~~UNAC~~ member's employment status at the University.
- e. Bargaining unit~~UNAC~~ member responses to the above, if any.

12.7 The academic record file may contain the following:

- a. Commendations, awards, honors, current curriculum vitae, official reprimands, including notices of unsatisfactory performance, disciplinary action, and appropriate material relating to the bargaining unit member's job performance.
- b. Correspondence relating to the individual's employment.
- c. Final grievance awards relating to the bargaining unit~~UNAC~~ member's job performance or discipline.
- d. University authorized performance, peer, and student evaluations.
- e. Written documentation of faculty workload and evaluations relating to promotion, retention, tenure, and contractual obligations.
- f. Summaries of submitted proposals, notices of awarded grants and contracts, and summaries of donations or gifts received.
- g. Other documents relevant to the bargaining unit~~UNAC~~ member's academic record at the University.
- h. All documents included in the promotion and/or tenure file.

- i. Bargaining unitUNAC member responses to the above, if any.
- 12.8 The medical records file shall contain all confidential medical information related to a bargaining unitUNAC member's employment. Access to and use of information contained in the file shall only be as provided by applicable law. Authorized University personnel may examine or copy this file for routine administrative purposes without notification to the bargaining unitUNAC member. If a representative of an appropriate government agency requests access to the medical record file of one or more named individuals, the University shall notify those individuals within ten (10) working days. Other persons may have access to the medical record file only as provided by law, with notification to the bargaining unitUNAC member.
- 12.9 The University shall not include material in the bargaining unitUNAC member's official personnel files unless the source is identified and the material contains the date on which the material was placed in the file.
- 12.10 No items may be removed from the bargaining unitUNAC member's official personnel files without the expressed written authorization of the bargaining unitUNAC member, except for brief inspection or copying.

## ARTICLE 13

### *Workload*

13.1 Visiting Faculty in their first year of employment shall not be subject to the provisions of Article 13. Certain specific provisions for Post Doctoral Fellows are included herein.

~~13.1~~13.2 Definitions

~~13.1.1~~13.2.1 A workload is defined as the activities a ~~UNAC bargaining unit~~ member shall be required to perform to meet the requirements of a contract.

~~13.1.2~~13.2.2 A ~~bargaining unit~~UNAC member's written workload shall be provided by the University to an individual ~~bargaining unit~~ UNAC member within the parameters set forth in this Agreement describing the specific activities that the ~~bargaining unit~~UNAC member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill ~~his/her~~their professional responsibility to the University. The determination of a ~~bargaining unit~~UNAC member's workload is considered a substantive academic judgment; however, workloads and the workload determination procedure must be consistent with the express terms of this Agreement.

~~13.1.3~~13.2.3 The workload may consist of three parts: teaching, research (which may include scholarship and/or creative activity), and service.

- a. Teaching: classroom, studio, laboratory, and distance delivery instruction in regular academic courses with assigned contact hours; development and coordination of special undergraduate and graduate seminars; preparation of student materials for classes; preparation of a new course or program or substantial revision of an older course or program; general advising of undergraduate students; supervision of student mentorships; supervision of graduate student theses, dissertations, and research/creative projects; supervision of undergraduate theses and research/creative projects; supervision of directed study through individualized courses and student projects; non-credit educational programs on-campus or elsewhere; and other activities benefiting students' academic development.
- b. Research/Creative Activity: all professional activities leading to publication, performance or formal presentation in the ~~bargaining unit~~UNAC member's field, or leading to external funding recognizing the ~~bargaining unit~~UNAC member's current or potential contribution to that field. Such activities include: manuscript submission; grant/contract proposal submission; supervision of funded research projects; development and commercialization of intellectual property; additions to a portfolio;

digital projects; and other original contributions appropriate to the bargaining unitUNAC member's field.

c. Service:

1. Public service: serving in organized, non-remunerative, educational and consultative activities which devolve from a bargaining unitUNAC member's professional expertise and further the interests or prestige of the University;
2. University service: serving as department head/chair, program director, program coordinator, program chair, or governance officer; serving on administrative and governance, department, college, school or university committees; and performing other tasks as deemed necessary by the University. In addition, service will be recognized when a bargaining unitUNAC member serves as a member of the MAU appeals board, as a member of the MAU disciplinary committee or as a member of a joint labor-management committee or task force established by this Agreement. Bargaining unitUNAC members who serve as the MAU grievance chair will receive service credit of up to three workload units.
3. Professional service: reviewing grant/contract proposals, serving as an editor and/or reviewer for a journal, serving as accreditation reviewer, serving on a professional licensing board, as an ad hoc reviewer in the bargaining unitUNAC member's area of expertise; as an officer in a professional society; organizing and/or chairing conferences, symposia, seminars, etc.; teaching short courses, seminars, etc. that are not regular academic courses; editing journals, books, special volumes of papers, or other relevant activities.

13.2.13.3 Professional Responsibilities

13.2.13.3.1 The primary professional responsibilities of bargaining unitUNAC members are teaching, research, scholarship, creative activity, and service to the University and the public. Post doctoral fellows, in particular, may have workloads directed exclusively towards research.

13.2.13.3.2 Bargaining unitUNAC members have additional professional responsibilities including, but not limited to: maintaining reasonable office hours; working collaboratively and productively with colleagues; participating in conferences and seminars; maintaining currency in disciplinary subject matter, methodology, and pedagogy; and preparing for and participating in traditional academic functions. Post doctoral fellows may not have accountability for each of the professional responsibilities detailed above.

13.2.13.3.3 It is understood between the parties that bargaining unitUNAC members may not participate in all professional activities identified in this article during each academic term or year.

~~13.3~~13.4 Workload

~~13.3.1~~13.4.1 The composition of professional duties and responsibilities of each bargaining unitUNAC members will be determined by the appropriate administrator after consultation with the department head/chair or, if applicable, program coordinator/chair/director (if applicable) and the bargaining unitUNAC member as provided in Article 13.~~4~~3.4.

~~13.3.2~~13.4.2 In the determination of a bargaining unitUNAC member's workload, consideration shall include those items listed in Article 13.~~2~~4.3 and the following factors:

- the missions and goals of academic units, including unitUNAC criteria developed for the evaluation of faculty
- program needs and priorities
- accountability
- the requirements of externally funded grants/contracts
- historical workloads
- the level, duration, and mode of delivery of a workload activity
- extended contact hours
- professional growth and development
- course or program development

~~13.3.3~~13.4.3 Bargaining unitUNAC members shall be responsible for thirty (30) workload units per academic year. Subject to the criteria in 13.~~4~~3.2 and the process in 13.~~4~~3.4, one (1) workload unit equals one (1) credit of teaching or equivalent research/creative activity or service effort. A workload in excess of thirty (30) workload units per academic year shall constitute an overload and will be compensated as such. Overloads shall not be assigned without consent of the individual bargaining unitUNAC members; and failure to consent to an overload shall not be used as cause for an unsatisfactory annual review or non-retention.

~~13.3.4~~13.4.4 Workload Determination Procedure:

- a. Individual bargaining unitUNAC members shall collaborate with the department head/chair to prepare in writing a proposed workload for each semester of the next appointment period or other specified time period. The proposed workload shall account for factors including those specified in 13.~~4~~3.2 and be completed and submitted

to the department head/chair with a copy to the dean/director or designee by March 1 or at least sixty (60) days prior to the end of the current contract period.

In cases where the Post Doctoral Fellow is working with a Principal Investigator, the Post Doctoral Fellow shall work with the Principal Investigator to develop an appropriate workload. The Principal Investigator and the Post Doctoral Fellow will jointly propose the Post Doctoral Fellow's workload to the dean/director or designee who supervises the Post Doctoral Fellow. The Principal Investigator's participation in the process is to ensure that the proposed workload will support the work of the Principal Investigator. However, in no circumstance is a Principal Investigator or other bargaining unit member permitted to directly supervise the work of a Post Doctoral Fellow.

- b. The department head/chair or appropriate administrator shall submit the following information to the appropriate administrator by April 1 or at least thirty (30) days prior to the end of the current contract period:
- all the bargaining unitUNAC members' proposed workloads for the department
  - a summary of the courses and student-credit hours to be delivered
  - a summary of the aggregate teaching, research/creative activity and service activities to be accomplished by the department
- c. The administrator shall review and notify bargaining unitUNAC members of their assigned workload for the next contract period by May 1 or at least five (5) working days prior to the end of the current contract period. In the event of a major change to the proposed workload, the administrator will attempt to confer with the bargaining unitUNAC member.
- d. If a bargaining unitUNAC member wishes to dispute the workload assignment, United Academics may initiate a complaint on behalf of the bargaining unitUNAC member. The dispute shall proceed according to the Complaint Resolution Process outlined in Article 7.3.

~~13.3.5~~13.4.5 Workload components of individual bargaining unitUNAC members within a department may vary from semester to semester and/or contract period to contract period to permit variations in emphasis across teaching, research/creative activity and service responsibilities.

~~13.3.6~~13.4.6 A bargaining unitUNAC member's workload shall be determined with the expectation that the bargaining unitUNAC member will have the opportunity to meet the established criteria for promotion, tenure, and satisfactory peer review.

~~13.3.7~~ 13.4.7 Bargaining unit~~UNAC~~ members who have externally funded research commitments shall be guaranteed the opportunity to buy out workload units as required to meet the commitments, provided that the overall teaching, research/creative activity, and service needs of the unit, as determined by the administrator, are met.

~~13.3.8~~ 13.4.8 United Academics recognizes the University's need for flexibility in determining bargaining unit~~UNAC~~ members' workloads as the needs of the University change. When the need arises, an appropriate administrator may revise a bargaining unit~~UNAC~~ member's workload. When possible, the appropriate administrator shall consult with the department head/chair (if applicable) and the bargaining unit~~UNAC~~ member before a bargaining unit~~UNAC~~ member's workload is revised. When a workload is revised, the appropriate administrator shall provide a copy of the revised workload to the bargaining unit~~UNAC~~ member as soon as practicable and the bargaining unit~~UNAC~~ member's salary shall not be reduced during the remainder of the bargaining unit~~UNAC~~ member's contract period.



## **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 UNAC members and the Universityuniversity 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. UNAC 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 UNAC 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.

- 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~~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 ~~of~~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 UNAC member; funded by such means as a specified course release or overload payment which designates the product as ~~University~~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~~university and the UNAC 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 UNAC member. The ideas for these works or inventions came from the UNAC member; the work or invention was not University supported as defined herein.

### 14.3 Works

#### a. Ownership, Rights, and Responsibilities

##### 1. Independent Efforts

- 2. A work made in the course of independent efforts is the property of the UNAC member, who has the right to determine the disposition of such work and net proceeds derived from such work. UNAC 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. University-Supported Efforts

The UNAC member shall retain ownership and control of University supported work produced by the UNAC member. Such work shall not be used in a manner which conflicts with the interests of the University. The University and the UNAC member shall share the net proceeds from supported works according to Article 14.3(c). The UNAC member shall not commit any act which would tend to defeat the University's interest in the work 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 UNAC 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 UNAC member for educational purposes while employed at the University, or for inclusion in the UNAC member's evaluation materials.

b. Disclosure of Works/University Review

1. A UNAC member shall fully disclose a work with commercial value prior to sharing it in a publication or otherwise with the public. The UNAC 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 UNAC 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 UNAC member whether the University disclaims an interest in the work as a sponsored, supported or independent work. The UNAC 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 UNAC member or UNAC 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 UNAC member and the president or designee prior to start of work. The current schedule is provided below.

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 UNAC 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 UNAC 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 UNAC 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 UNAC member, who has the right to determine the disposition of such work and net proceeds derived from such work. The UNAC 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 UNAC member shall share in the net proceeds therefrom according to Article 14.4(d). The UNAC 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 UNAC 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 UNAC member shall fully disclose an invention prior to sharing it in a publication or otherwise with the public. The UNAC 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 UNAC 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 UNAC 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 UNAC 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 UNAC member of the University's decision regarding ownership of the invention and the University's legal rights thereto.
4. The University and the UNAC 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 UNAC 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 UNAC 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 UNAC 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 UNAC member's share of the net proceeds unless a written agreement signed by the UNAC 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 UNAC member, the UNAC 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 UNAC member and the president or designee prior to start of work. The current schedule is provided below.

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 UNAC 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 UNAC 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 UNAC 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 UNAC member enters a contract that requires the UNAC member to waive the UNAC 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 UNAC 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.

## ARTICLE 15

### *Compensation*

#### 15.1 Purpose

Bargaining unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 ~~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



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 unit~~UNAC 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 unit~~UNAC 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 unit~~UNAC 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, 20~~24~~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 unit~~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.~~The University may distribute market increases in FY~~23,19 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

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, 2024~~19~~.

#### 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, 2024~~19~~.

##### 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

- 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 bargaining unitUNAC 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 unitUNAC members for the prior fiscal year by August 15.

### 15.6.3 Post-Tenure Merit Adjustments

A bargaining unitUNAC 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 unitUNAC member may qualify for a merit adjustment to base salary at the sole discretion of the MAU Provost. Award of non-

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.

- 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 unit~~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 ~~bargaining unit~~UNAC 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 unit~~UNAC members will follow Board of Regents Policy P04.05.060 and University Regulation R04.05.060. ~~Bargaining unit~~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, 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;

-

The funds will be distributed to the three MAUs based upon the percentage of ~~bargaining unit~~UNAC 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 ~~travel~~professional development. ~~and e~~Each Provost will convene a joint labor management group of two ~~(2) members~~representatives

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.~~

## **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 unitUNAC 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



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

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 Website](#).

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~~

- ~~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

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.

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

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eligible to be granted another sabbatical leave to be taken during the sixth or subsequent year.

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 unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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

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 unitUNAC member in the first evaluation cycle after the bargaining unitUNAC 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 unitUNAC 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 unitUNAC 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:



1. The sick leave must be approved by the bargaining unitUNAC 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 unitUNAC 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 unitUNAC member, the dean or director, or designee, determines the number of bargaining unitUNAC 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

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.

4. It is the responsibility of the bargaining unitUNAC 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 unitUNAC member's regular University pay shall continue to be paid during such leaves of absence.
6. Any pay received by a bargaining unitUNAC member from a court system for service on jury duty or as court witness duty shall promptly be submitted by the bargaining unitUNAC member to the University to offset part of the cost of such absences.

d.e. Military Leave

1. A regular bargaining unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC 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 unitUNAC member's dean or director, or designee, may approve in writing a leave without pay request of ten (10) working days or less.

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/shethey~~ 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/hertheir~~ 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 eOffice of ~~H~~human ~~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.

## 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 QMAU 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.

## **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 ~~UNAC 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 ~~UNAC bargaining unit~~ members;
  - h. adopt and enforce work rules and regulations applicable to ~~bargaining unit UNAC~~ 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 UNAC~~ members across academic programs, departments, colleges, schools, centers, geographic locations, or other units of the University, and
  - n. discipline ~~bargaining unit UNAC~~ 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



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it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**ARTICLE 19**  
***No Strike/No Lockout***

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

**ARTICLE 20**  
***Meet and Confer***

The parties agree that they shall meet no ~~fewer~~ less than ~~two times each semester~~ once per month to discuss the administration and interpretation of this agreement and any related issues-, unless both parties agree not to meet during a particular month. A party requesting a meet and confer session will provide to the other party a written agenda in advance of the meeting. Such meetings shall not substitute for meetings required under Article 7, Dispute Resolution, with respect to the processing of any grievance.

**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.

**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.