

COLLECTIVE BARGAINING AGREEMENT

Between the

University of Alaska

and

United Academics – AAUP/AFT

January 01, 2011 – December 31, 2013

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ARTICLE 1

Agreement

This agreement is made and entered into this first day of January 2011 by and between the University of Alaska ("University"), and United Academics -AAUP/AFT ("United Academics", "Association" and/or "Union").

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 purposes 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 insure that the above stated principles shall be best served.

It is recognized that unit members are uniquely qualified to participate in the academic governance of the University. It is also recognized that 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 unit members to participate in the governance of the University is important to its effective operation. It is further agreed that unit members' voluntary participation in University governance is an integral part of the University community's culture.

Participation by United Academics' 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, counselors, rehabilitation faculty, advisors, cooperative extension agents, and other academically related personnel and department heads/chairs.

- 3.2 Excluded from the bargaining unit are post doctoral fellows in their first and second 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 university will not make a claim that department heads/chairs are supervisors based solely on their status as department heads/chairs or on their participation in the evaluation process.
- 3.3 If a faculty member's assignment changes in such a manner as to alter 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

Membership, Dues Deduction, and Agency Fee

- 4.1 All bargaining unit members, as a condition of employment and continued employment, shall be members of United Academics, or in lieu of membership, pay to United Academics a service fee which shall not exceed the cost of Union dues, to the extent such dues represent bona fide expenses of representing the bargaining unit in negotiations and contract administration. In determining these bona fide expenses, and requesting discharge, United Academics shall abide by all applicable federal and state law.
- a. Prior to requesting discharge, United Academics will provide to the bargaining unit member all information, notices, and procedures required by law (*e.g. Chicago Teachers' Union v. Hudson, 475 U.S. 292 (1986), and 8AAC 97.305-.320*) regarding the collection of the service fees.
 - b. If within thirty (30) days of the date United Academics provides notice required by law, a bargaining unit member fails to sign a deduction form or make adequate arrangements with United Academics for payment of a service fee limited to the bona fide expenses of representing bargaining unit members, United Academics will request in writing that the university terminate the employment of the bargaining unit member. Along with the request, United Academics will provide to the University's Statewide Office of Labor and Employee Relations acceptable evidence that United Academics has provided to the bargaining unit member in a timely manner all information, notices, and procedures required by law, as well as a copy of the materials provided.
 - c. Within five (5) working days of receipt of United Academics' request, the University will either notify United Academics of any deficiencies in the information provided to the bargaining unit member, or send notice to the bargaining unit member that failure to make arrangements with United Academics to pay appropriate services fees, including any arrearage, within ten (10) working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to United Academics.
 - d. Upon expiration of this 10 (ten) day period, United Academics will certify to the University's Statewide Office of Labor and Employee Relations any continuing non-compliance by the bargaining unit member. Upon receipt of written certification of continued non-compliance, the University will terminate the employment of the bargaining unit member. Such termination may not be grieved by United Academics nor will United

Academics assist the bargaining unit member with respect to such a grievance.

- 4.2 All bargaining unit members shall:
 - a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of membership dues or agency fees in accordance with Article 4.4; or
 - b. Make alternate arrangements with United Academics to pay the membership dues or agency fees.
- 4.3 In the event of claims, demands, suits or grievances brought by or on behalf of one or more unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.
- 4.4 The University agrees to deduct the membership dues or the agency fee of United Academics 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 unit member for each category of charge (i.e., one category for membership dues, and one category for agency fee). The aggregate deduction from all 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 unit members' names and the amount deducted. The deduction authorization shall terminate on December 31, 2013, unless revoked before that date by the unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties.
- 4.5 The University shall remit the amount collected to the Union at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care.
- 4.6 Unit members authorizing deductions shall use the form agreed upon by the parties. The form shall include two levels of deduction, one for membership dues and one for an agency fee limited to the bona fide expenses of representing the bargaining unit in negotiations and contract administration. A single part deduction form shall be provided to the unit member by the University.

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 facilities only if such activities do not interfere with the professional responsibilities of unit members or with University operations.
- 5.2 Release Time:
- a. United Academics may purchase the release of up to 48 workload units per semester upon payment to the University for the released portion of each unit member's salary and benefits. United Academics may distribute release time in any combination of workload units to unit members.
 - b. United Academics shall notify the University no later than March 15 as to the 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 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 unit member, upon presentation by the University of a billing statement.
 - d. The University may, at its discretion, substitute other unit members or non-unit members to perform the portions of the workloads from which unit members have been released. Funds remaining after substitute credit hours have been paid shall be used for faculty development. The parties shall meet and confer regarding the distribution of these funds.
- 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 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.
- 5.6 The University shall provide two offices for use by United Academics, one at UAA and the other at UAF, upon payment of \$5,000 by United Academics to the University no later than September 1 of each academic year. The office space

currently occupied by United Academics at UAA and UAF will continue to be designated for this purpose unless unusual 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.

- 5.7 The University shall provide (a) notice that the unit member is in the bargaining unit represented by United Academics; (b) a copy of the Authorization of Payroll Deduction of Dues and Agency Fee form to each new unit member within thirty (30) days of their initial date of employment; (c) and notice to each current unit member and to each new unit member within thirty (30) days of initial date of employment that an electronic copy of this agreement is available on the University's and United Academics' websites.
- 5.8 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 both in printed and machine-readable versions. 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.
- 5.9 The University shall provide a list of current unit members to United Academics every biweekly pay period.

ARTICLE 6

Academic Freedom and Responsibility

- 6.1 The University 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. 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.

ARTICLE 7

Resolution of Disputes

7.0 Purpose

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

7.1 Definitions

- a. A "grievance" is:
 - i. an allegation by United Academics that there has been a specifically cited allegation of procedural errors or omissions made in reaching decisions involving academic judgment; or
 - ii. an allegation by United Academics or the University that an express term of the Agreement has been violated, misinterpreted or improperly applied; or
 - iii. an allegation by United Academics that there has been a violation of Regents' Policy or University Regulation to the extent it concerns a term and condition of employment as defined in the Public Employment Relations Act.
- b. A "complaint" is an allegation by United Academics involving substantive academic judgments.
- c. A "grievant" refers to the unit member represented by United Academics alleging a grievance or the University alleging a grievance.
- d. A "complainant" refers to the unit member represented by United Academics alleging a complaint.
- e. A "day" is a working day, Monday through Friday, at the unit from which the grievance or complaint arose, i.e., a day on which the University of Alaska Anchorage, University of Alaska Fairbanks, or University of Alaska Southeast, respectively, are open for business, even if classes are not scheduled.
- f. A "filing" is the receipt of a written grievance or complaint by personal delivery, certified mail or facsimile. If personal delivery is used, the administrator shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery. If facsimile is used, the

facsimile cover sheet shall be signed by the receiving party and returned to the grievant or complainant, thus establishing date of delivery.

- g. A "response" is the receipt of the written response to a grievance or complaint by certified mail.
- 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. A "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 30 days after the event giving rise to the grievance, or within 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 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 10 days, schedule a meeting with the grievant and a United Academics' representative to occur as soon as it can be mutually arranged. Within 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 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 10 days, schedule a meeting with the grievant and United Academics to occur as soon as it can be mutually arranged. Within 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 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 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 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 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 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 30 days prior to an arbitration hearing, the parties shall provide each other tentative witness lists, statements of the issues, and copies of documentary evidence expected to be introduced in the hearing. In the interest of expediting the arbitration process, the parties shall attempt to stipulate to issues, facts, and evidence to be presented in arbitration.

d. Arbitration Hearing and Costs

The arbitrator shall schedule and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association. The parties in the grievance, who are United Academics and the University, shall share equally the costs and fees of the arbitrator, with the exception of fees charged for postponement, unilateral withdrawal, or cancellation, which shall be borne by the party initiating such action. Each party shall be responsible for the costs of presenting its case.

e. Authority of the Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of the Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement. Where provisions of the Agreement call for the exercise of academic judgment, the arbitrator shall not have the authority to substitute her/his judgment for that of the official making such judgment, but shall be confined to whether the procedural steps have been followed. If the arbitrator finds that the procedural steps have not been followed, and that the procedural error was substantially prejudicial to the substantive decision with respect to the grievant, the arbitrator shall remand the case to the decision level where the error occurred for reevaluation and may extend an appointment not to exceed one year. In no case, shall the arbitrator have the authority to grant a remedy which includes an appointment of greater than one 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 30 days prior to the date the grievance was filed.

7.2.6 General Provisions

a. Failure to Respond

If, at any step in 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. The representative's role shall be decided by the grievant.

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 unit member for exercising 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 30 days after the event giving rise to the grievance occurred or within 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 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).

7.3.1 Initiation of the Complaint

Upon formal notification of a decision involving substantive academic judgments, United Academics may, within 10 days after a unit member's receipt of such official notification, file an appeal with the chancellor. If the appeal is of a decision involving promotion, tenure, or non-retention, the appeal shall be referred by the chancellor to the Appeals Board Chair as provided in Article 7.3.3. Appeals of all other decisions involving academic judgments shall be referred by

the chancellor to the chief academic officer as provided in Article 7.3.2. All 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.

7.3.2 Reconsideration of the Appealed Decision

- a. Provost's Option to Remand

Upon transmittal of an appeal from the chancellor, the provost may, within 10 days and at his/her sole discretion, resubmit the appealed decision to the administrative level within the appropriate deliberative procedure wherein the judgmental decision being appealed occurred. The intent and purpose of resubmission is to permit, if possible, the reconsideration of the decision within the appropriate deliberative procedure.

If the provost elects to resubmit an appealed decision, the results of the review shall be returned to the provost within 10 days and the complainant and United Academics shall be kept informed of the reconsideration process. In the event there is a question concerning the proper level or process to be followed upon resubmitting an appealed decision, United Academics shall be consulted.

The provost shall decide the appeal considering the results of the resubmission within 10 days of the receipt of the results of the review. The decision shall be provided to the complainant and to United Academics.

- b. Provost's Option to Decide

Upon receipt of an appeal, the provost may, within 20 days at her/his sole discretion, issue a final and binding written decision to the complainant and to United Academics.

7.3.3 Appeal to the Appeals Board

If, pursuant to Article 7.3.1, United Academics files an appeal of a decision involving promotion, tenure, or non-retention, with the chancellor, the chancellor shall refer the appeal to the appropriate appeals board as composed in Article 7.3.4 (a) within 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.

7.3.4 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 3 unit members to be selected through a process defined by United Academics and 3 University representatives to be determined by the chancellor. United Academics will select the seventh member of the board who will serve as chair. Members shall be excused from considering any appeal if they have a professional or personal conflict such that they cannot render an impartial judgment. In the event a member of the board is excused, the original appointing party shall appoint a replacement. A unit member's participation on an MAU appeals board will qualify for inclusion in the service component of the unit member's workload.

b. Scope of the Appeals Board

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

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

c. Procedures of the Appeals Board

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

d. Recommendation of the Appeals Board

The board shall, within 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 bases and implications of its recommendation.

Normally, the chancellor will accept the recommendation and proceed accordingly except in compelling circumstances wherein the chancellor believes that the best interests of the University would not be served in accepting the recommendation. In those cases where the chancellor does not accept the board's recommendation, the chancellor shall set forth in writing the reasons for the rejection. The decision of the chancellor shall be rendered in writing within 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 10 days of their receipt.

7.3.5 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. The role of the representative shall be decided by the complainant.

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 unit member for exercising his or her rights under this procedure

ARTICLE 8

Construction of the Agreement

- 8.1 This Agreement shall supersede any other policy, rule, regulation, or practice of the University 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 negotiate over the change.

ARTICLE 9

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

9.1 Faculty Appointment

There shall be three (3) categories of appointment applicable to unit members: appointment with tenure, tenure track appointment, and non-tenure track term appointment. The appointment of unit members to these categories shall be at the sole discretion of the University. The initial appointment of unit members to one 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 100 percent, but no less than 51 percent, of full-time equivalent (FTE) status. Any increase in the unit member's percent of FTE status from that held at the time the unit member was appointed with tenure shall be made only with recommendation through the tenure evaluation process and approval of the chancellor. Any decrease in the unit member's percent of FTE status from that held at the time the unit member was appointed with tenure shall be made with the consent of the 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 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 100 percent, but no less than 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 unit members.

9.1.3 Non-tenure Track Term Appointment

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

A non-tenure track term appointment shall not lead to consideration for tenure. Except as otherwise agreed between the 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.

The titles of instructor, lecturer, assistant professor, associate professor, and professor may be used to denote rank of non-tenure track 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 unit member 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 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 Appointment Duration

A unit member's base appointment shall be for the academic year 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.

9.1.5 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.

9.1.6 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 unit members and concurrence of the chancellor and the president.

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

9.2 Evaluation

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 unit member has met the performance assignment, the extent to which the unit member's professional growth and development has proceeded, and the prospects for the 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 which shall be available to assist unit members in the improvement of performance.

Unit members annually shall provide current curriculum vitae (CV) and Annual Activity Reports for review by their dean or the dean's designee.

Nothing in this article may be construed as conferring supervisory status on department heads/chairs. Deans/directors shall only request formal written evaluations from tenured department heads/chairs. Informal assessments provided by non-tenured department heads/chairs to the Dean/director or other reviewers may be considered along with other information provided by the unit member or available to the reviewer.

Written documentation in support of such evaluation shall be made available to the affected unit member. These evaluations shall play a part in determining if the unit member shall be retained, promoted, or tenured.

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

9.2.1 Evaluation of Tenure Track Unit Members for Progression towards Tenure

Evaluation of tenure track unit members shall be conducted on an annual basis and no later than January 5 by the dean or director or the dean's designee, and, at the request of the dean, by the unit member's tenured department head/chair.

During the fourth year of a tenure track appointment the unit member shall receive a comprehensive and diagnostic review by peer unit member review committees and administrators in accordance with the procedures for evaluation provided in Article 9.2.5, the purpose of which is to assess progress toward tenure or promotion. The review, however, will proceed to the provost. The review may proceed to the chancellor only at the request of the unit member. A unit member who commences a fourth year review may not convert to a tenure or promotion review. If a unit member chooses to stand for promotion and tenure during the fourth year review period, the 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 unit member may continue to serve as a tenure track unit member but may not stand again for promotion/tenure prior to the mandatory year of review.

9.2.2 Evaluation of Tenure Track and Tenured Unit Members for Promotion

a. Evaluation Process

Evaluation of tenure track and tenured unit members shall be in accordance with the procedures for evaluation provided in Article 9.2.5. After considering the recommendations of the peer unit member review committees, appropriate administrators, and other relevant sources, the chancellor may promote qualified unit members for whom promotion would be consistent with institutional need, mission, and resources.

b. Denial of Promotion

If the decision of the chancellor is to deny promotion, the unit member shall retain current academic rank.

c. Withdrawal of Promotion File

A 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 unit

member otherwise would have been required to undergo a fourth year comprehensive review or a review conducted in the year of mandatory review for tenure.

d. Dispute Resolution

The dispute resolution process provided in Article 7 of this Agreement is applicable only when the final promotion decision has been made by the chancellor and communicated to the unit member.

9.2.3 Evaluation of Tenure Track Unit Members for Tenure

a. Evaluation Process

Evaluation of non-tenured unit members for tenure shall be in accordance with the terms and conditions of appointment and with the procedures on evaluation provided in Article 9.2.5. The chancellor may award tenure to such unit members as are, in the chancellor's opinion, qualified and for whom tenure would be consistent with the need, mission, and resources of the MAU and the unit in which the unit member would be tenured. The chancellor shall give consideration to the recommendations of the peer unit member review committees, appropriate administrators, and other relevant sources.

b. Denial of Tenure

If the decision of the chancellor is to deny tenure to a unit member in the mandatory year for review, the unit member shall be offered a terminal appointment. The process after denial of tenure shall be in accordance with Article 9.3.4(e).

c. Withdrawal of Tenure File

A 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 unit member otherwise would have been required to undergo a fourth year comprehensive review.

d. Dispute Resolution

The dispute resolution process provided in Article 7 of this Agreement is applicable only when the final tenure decision has been made by the chancellor and communicated to the unit member.

9.2.4 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. At the same time the process should review and encourage progress toward promotion where applicable, ongoing development, scholarship and productivity. Any alleged violation of this intent language is subject solely to the complaint process in Article 7.3.

a. Post Tenure Review Process

At least every three years a tenured unit member's dean, director or designee shall provide written evaluations to tenured unit members. The unit member will submit a self-evaluation covering the period of review (recommended length: 3 pages). A tenured unit member's tenured department head/chair shall also provide an evaluation at the request of the dean, director or designee.

Tenured unit members shall be evaluated comprehensively every six years by peer unit members and administrators. These evaluations shall be conducted in accordance with the procedures set forth in Article 9.2.5, except that unit members will submit a file consisting of only a complete CV, a self-evaluation covering the period of review (recommended length: 6 pages), and cumulative Annual Activity Reports for the period under review. The review will consider the CV, the self-evaluation, Annual Activity Reports, interim evaluations and other appropriate information, and will proceed to the provost. The review may proceed to the chancellor only at the request of the unit member.

A comprehensive post tenure review will be considered satisfactory if it concludes that during the period under review the unit member's performance has met expectations appropriate to his or her current rank as defined by the evaluation criteria in place for the unit member's MAU, college and discipline.

Unit members who receive an unsatisfactory comprehensive post tenure review shall be ineligible for market and merit salary adjustments until they receive a satisfactory outcome in a subsequent post tenure review.

At any time prior to a scheduled evaluation, the unit member's dean or director may, as a result of other evaluations, initiate the post-tenure review process. In addition, a post tenure review shall be conducted upon the request of a unit member. For purposes of transition, the initial comprehensive review during the term of this Agreement shall be as currently scheduled unless that would result in a lapse of more than three

years between reviews. In that case the unit member will be evaluated through the process set out in paragraph 1 of this section. A scheduled review will in any event occur at least three years from the date of the unit member's most recent promotion, tenure or scheduled comprehensive post tenure review. Where a dean or director initiates an early comprehensive review, a unit member shall be notified no later than the end of the appointment period.

b. Dispute Resolution

The dispute resolution process provided in Article 7 of this Agreement is applicable only when the final decision has been made by the chancellor and communicated to the unit member.

9.2.5 Evaluation Process for Progression towards Tenure, Comprehensive Fourth Year Review, Promotion, Tenure, and Comprehensive Post-Tenure Review

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

- a. The unit member shall, by the end of his/her appointment period, advise the dean, director or designee that he/she plans to stand for tenure and/or promotion in the upcoming academic year, and submit to the dean, director or designee a complete CV and, upon request of the dean, director or designee, a list of two (2) external reviewers (no external reviews shall be requested for comprehensive fourth year reviews, retention reviews or any post-tenure reviews).
- b. The dean, director or the dean's designee shall, when an external review has been requested, distribute the unit member's curriculum vita to the two (2) external reviewers submitted by the unit member and up to two (2) additional external reviewers who may be selected by the dean, director or designee, by June 30. The external reviews selected by the dean, director or designee will be included in the file with the dean's, director's or designee's evaluation. The reviewers shall be requested to submit their reviews to the dean or dean's designee no later than September 1.
- c. The unit member shall, by September 10th (October 2 at UAF), submit to the appropriate dean, director or designee, a full file for evaluation. The file shall contain materials appropriate for the purpose of the review being conducted. For comprehensive post tenure review a unit member will submit only a complete CV, self-evaluation and Annual Activity Reports in accordance with Article 9.2.4 (a).

- d. The dean, director or designee shall, at their option, transmit the unit member's full file to the tenured department head/chair by the next business day for evaluation. If the tenured department head/chair is requested to provide a written evaluation, the written evaluation shall be provided to the dean, director or designee by September 25 (October 10 at UAF).
- e. The unit member shall submit any comments, in response to a tenured department head/chair's review, to the dean, director or designee not later than October 1 (October 17 at UAF);
- f. The dean, director or designee shall, by October 1 (October 18 at UAF), submit the file to a peer review committee, selected by unit members, with the concurrence of the dean, director or designee, in a department/cluster/unit as determined by the dean, director or designee, with the consent of the unit members. Absent such consent, the provost shall resolve issues over the definition of the appropriate department/cluster/unit. The peer review committee shall be composed of at least five (5) tenured faculty at the same or higher rank as the unit member being reviewed, with at least three (3) at the rank of full professor. At UAS these minimums shall be four (4) tenured faculty and three (3) full professors. Committees may determine whether discussions will be open or closed to the public and/or 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 unit member, no later than November 8 (November 10 at UAF).

Nothing shall preclude a department head/chair from serving as a peer reviewer of a unit member, provided the department head/chair has not submitted a formal written evaluation in the capacity as a tenured department head/chair of the unit member being reviewed by the peer review committee.

- g. The unit member shall submit any comments, in response to the unit peer review, to the dean, director or designee not later than November 13 (November 17 at UAF).
- h. The dean, director or designee shall complete a review and prepare recommendations to the provost with a copy to the unit member, no later than January 5 (December 12 at UAF). The dean, director or designee shall forward the file to the provost's office along with their recommendation.

- i. The unit member shall submit any comments in response to the dean's, director's or designee's review to the provost not later than January 12 (December 19 at UAF).
- j. The provost shall, by January 12 (December 20 at UAF), submit the file to a MAU Peer Review Committee appointed by the provost, composed of between three (3) and seven (7) tenured unit members, from a list of between six (6) and twelve (12) unit members submitted by the MAU governance organization. MAU Peer Review Committees may determine whether discussions will be open or closed to the public and/or the candidate. The vote of the MAU Peer Review Committee, however, shall be closed to the public and the candidate. The MAU Peer Review Committee shall provide its review and recommendation, without individual attribution, to the provost no later than March 1 (February 7 at UAF).
- k. The unit member shall submit any comments, in response to the MAU Peer Review Committee's review, to the provost not later than March 6 (February 14 at UAF).
- l. The provost shall review the file and make a recommendation. The provost shall provide a completed review and recommendation to the chancellor, with a copy to the unit member, no later than March 30.
- m. The unit member shall submit any comments in response to the provost's review to the chancellor not later than April 5.
- n. The chancellor shall review the file and make a decision regarding the unit member's performance (i.e. whether to retain, promote and/or tenure, or to determine whether the unit member's performance is satisfactory) and notify the unit member on or before May 1 of the decision.
- o. The parties will meet and confer regarding the adjustment of dates at each MAU and reduce any agreed modifications to memoranda of agreement (MOAs). If a date in this article or related MOA falls on a Saturday, it shall be treated as falling on the preceding Friday; if a date in this article or related MOA falls on a Sunday it shall be treated as falling on the following Monday.
- p. Timelines in this article or related MOAs may be extended by mutual consent of the parties, and such consent shall not be withheld unreasonably.

9.2.6 Evaluation of Non-tenure Track Unit Members

MAU rules and procedures shall provide for a performance evaluation process for non-tenure track unit members. Non-tenure track unit members shall be evaluated annually during their first three (3) years of employment at the University, then no less often than every three years, or upon a written request for an annual evaluation by the unit member to their dean, director or designee. A dean/director or designee may initiate an evaluation by giving written notice to the unit member at any time during the period of employment. The non-tenure track unit member shall submit a current CV, an activity report that includes a self-evaluation and that covers the period under review to the department head or chair, with a copy to the dean, director or designee at least one month prior to the date of the evaluation and no later than April 16. The evaluation process shall be separate and distinct from that of tenure track and tenured unit members. Non-tenure track unit members may not challenge a decision not to reappoint them because term appointments are expected to end at the completion date of the assignment.

9.3 Responsibilities, Rights, and Privileges of Tenure

9.3.1 Professional and Ethical Standards

A tenured unit member has a responsibility to maintain high standards of professional and ethical performance and conduct.

9.3.2 Locus of Tenure

Unit members shall be tenured within their discipline, at an MAU within the University of Alaska. Unit members may transfer with tenure to another academic unit in the same or another MAU only upon the mutual agreement of the unit member and the chancellor of the receiving academic unit. 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.

9.3.3 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 unit member, or of an academic administrator awarded faculty rank, if the unit members of the academic unit within which tenure would be held recommend against it.

9.3.4 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 unit members.

A unit member may submit a file and request an evaluation for award of tenure during any year of service but must be evaluated for tenure in the mandatory year for review. 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, unit members receiving such appointments without tenure shall be reviewed for tenure no later than the second (2nd) consecutive year of service. Appointments to full professor may continue beyond the third (3rd) year only with tenure.

Initial appointment to the rank of associate professor also may be made with or without tenure. Unit members receiving such appointments without tenure shall be reviewed for tenure no later than the fourth (4th) consecutive year of service. Appointments to associate professor may continue beyond the fifth (5th) year only with tenure.

b. Promotion to Associate Professor

Tenure track unit members undergoing review for promotion to associate professor shall also be reviewed for tenure. Promotion of tenure track 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 unit members appointed at the rank of assistant professor shall be reviewed for promotion and tenure no later than the seventh (7th) consecutive year of service. Service may continue beyond the eighth (8th) year only with tenure.

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 by the 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 unless an exception is requested by the unit member. No more than two (2) academic years or two (2) alternative nine (9) month periods may be excepted 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 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 unit member service (e.g., as in 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 unit member may continue to serve as a tenure track 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 unit member must stand for tenure no later than the mandatory review year. If tenure is not awarded in the mandatory review year, the unit member shall be offered a terminal appointment for one (1) additional academic year, or alternative ninth month period. See Article 9.4.3.

f. Rejection of Tenure

A 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.

9.4 Termination of Appointment

Termination, which severs the employment relationship of a unit member, shall be based on a considered decision to discontinue an existing employment relationship. A 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 Unit Members

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

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

- a. Within the first year, regardless of contract extensions, the 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 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 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 Unit Members

Non-renewal follows a decision not to continue the employment of a non-tenure track unit member. Written notification of termination shall be provided to the 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 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 unit member within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the unit member shall be notified no later than seven days prior to the expiration of the appointment.
- b. From the third (3rd) through the sixth (6th) years, regardless of contract extensions, the unit member shall be notified not less than 45 days prior to the expiration of the appointment.
- c. After seven (7) years, the unit member shall be notified not less than 90 days prior to the expiration of the appointment.

9.4.3 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 unit member not less than twelve (12) months prior to the expiration of the final appointment.

9.4.4 Resignation or Retirement

Unit members intending to resign or retire from employment with the University of Alaska shall be expected to provide notice adequate to allow for their orderly replacement. Unit members shall file with the dean, director or designee, as soon as possible, a written resignation stating the effective date.

9.4.5 Just Cause

Any 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. 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.

9.4.6 United Academics Notice

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

ARTICLE 10

Reduction in Force

10.1 General

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

10.2 Discontinuance of Program

When a decision is made to discontinue a program, a good faith effort shall be made to place tenured unit members in another program where appropriate. The chancellor or the chancellor's designee shall notify 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 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 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 unit member shall be notified twelve (12) months prior to the expiration of the final appointment.

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

10.3 Reduction in Program

When a decision is made to reduce a program pursuant to University Regulation 10.06.01, a good faith effort shall be made to retain tenured unit members qualified in the discipline (as defined in Article 9) in preference to non-tenured unit members, to place in another program those tenured unit members qualified in the discipline (as defined in Article 9) in the MAU where appropriate, or to compose a workload for qualified 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 unit members qualified in the discipline in the following order:

Tenured unit members

Non-tenured, tenure track unit members

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

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

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

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 unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service with the University.

- a. Within the first year, regardless of contract extensions, the 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 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 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 unit members shall be invited to return in the order provided in this Section above prior to hiring new full-time unit members. The 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 unit member does not respond within thirty 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, 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 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 unit member only for just cause. If discipline of a unit member is being considered, an investigation must be conducted and the following actions must occur before any disciplinary action is taken.

11.2 Disciplinary Investigation

Prior to an investigation required by Article 11.1, the 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 unit member shall be provided an opportunity to meet with the appropriate administrator to respond to the allegations and may be represented by a United Academics representative. Unit members subject to investigation may be suspended with pay during the course of an investigation if their continued presence poses threat of harm to themselves, others, or the University, as determined by the University. Such suspension shall not be considered disciplinary action.

In the investigatory meeting, the unit member shall be permitted to respond to questions and to provide information or evidence relevant to the allegations under investigation. A unit member who elects not to attend, or who refuses to answer questions during the investigatory meeting, shall be considered to have waived the right to respond to the allegations prior to the potential disciplinary action.

11.3 Implementation of Disciplinary Action

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 unit member and United Academics written notice of disciplinary action in advance of a meeting with the unit member. The notice shall include a statement of the disciplinary action and notice that the 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 member does not attend the meeting, the notice shall be mailed to the 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 unit member. Termination may take effect five (5) days after notice to the unit member and United Academics, during which time the unit member may be suspended without pay, at the discretion of the University.
- 11.3.2 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 unit member, United Academics, and the MAU disciplinary committee, a standing committee composed of three (3) 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 unit member, with assistance from a designated United Academics representative, 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 unit member, a United Academics representative, 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 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, 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 unit member and United Academics written notice of disciplinary action. The notice shall be provided in advance of a meeting with the unit member. The unit member may request the presence of a designated United Academics representative. The notice shall include notice that the unit member may have the right to challenge the disciplinary action as provided in Article 7. If the unit member does not attend the meeting, the notice shall be mailed to the 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 unit member. Termination may take effect five (5) days after notice to the unit member and United Academics, during which time the 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 unit member's academic record file, and a copy thereof simultaneously given to the 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 Article may be modified.

11.3.5 By mutual agreement of the parties, all meetings referred to in this Article may be conducted by teleconference.

11.3.6 The University shall conduct and complete all investigations as soon as practicable.

ARTICLE 12

Personnel Files

- 12.1 The University maintains three (3) official personnel files for each 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 located in the campus academic administration or human resources office and the academic record file shall be located in the unit member's dean's office on the unit member's campus of their primary assignment. The medical record file shall be kept in either the campus academic administration office or human resources office, separate from other official personnel files.
- 12.2 Other files, in addition to the three (3) official personnel files, containing information regarding 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 year old. The University shall not take action with respect to a unit member based upon information that is not contained in the official personnel files.
- 12.3 Unit 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 campus academic administration or human resources office or the unit member's dean. Unit members may place in these files a response to adverse information contained therein.
- 12.4 A United Academics representative, having written authorization from the unit member concerned, and subject to the University's duty to provide for security of the records, may examine and copy the official personnel files of that unit member. Authorized University personnel or representatives of appropriate governmental agencies may examine official personnel files or 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 unit 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 unit member's academic record file, and a copy thereof simultaneously given to the unit member and to United Academics. No such material may be placed in a unit member's academic record file without an original signature of the dean, or designee, and the unit member. The unit 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.

12.6 The employment record file may contain the following:

- a. Information relating to the 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 unit member's work assignments and compensation, including workers' compensation payment documents and letter(s) of appointment.
- d. Other documents related to the unit member's employment status at the University.
- e. Unit 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 unit member's job performance.
- b. Correspondence relating to the individual's employment.
- c. Final grievance awards relating to the unit 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 unit member's academic record at the University.
- h. All documents included in the promotion and/or tenure file.

- i. Unit member responses to the above, if any.
- 12.8 The medical records file shall contain all confidential medical information related to a unit 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 unit 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 unit member.
- 12.9 The University shall not include material in the unit 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 unit member's official personnel files without the expressed written authorization of the unit member, except for brief inspection or copying.

ARTICLE 13

Workload

13.1 Definitions

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

13.1.2 A unit member's written workload shall be provided by the University to an individual unit member within the parameters set forth in this Agreement describing the specific activities that the unit member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill his/her professional responsibility to the University. The determination of a unit 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 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 substantial revision of an older course; 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; non-credit educational programs on-campus or elsewhere; and other activities benefiting students' academic development.
- b. Research: all professional activities leading to publication, performance or formal presentation in the unit member's field, or leading to external funding recognizing the unit member's current or potential contribution to that field. Such activities include: manuscript submission; grant proposal submission; supervision of externally funded research projects; development of patentable inventions; additions to a portfolio; and other original contributions appropriate to the unit member's field.

c. Service:

1. Public service: in organized, non-remunerative, educational and consultative activities which devolve from a unit member's professional expertise and further the interests or prestige of the University;
2. University service: as department head/chair, program director, or governance officer; on administrative and governance, department, college, school or university committees; and other tasks as deemed necessary by the University. In addition, service will be recognized when a unit 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. Unit members who serve as the MAU grievance chair will receive service credit of up to three (3) workload units.
3. Professional service: on grant, journal, accreditation review or professional licensing boards, as an ad hoc reviewer in the unit 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, etc.

13.2 Professional Responsibilities

- 13.2.1 The primary professional responsibilities of unit members are teaching, research, scholarship, creative activity, and service to the University and the public.
- 13.2.2 Unit members have additional professional responsibilities including, but not limited to: advising students; participating in MAU and statewide committees; maintaining reasonable office hours; working collaboratively and productively with colleagues; participating in conferences and seminars; taking academic and sabbatical leaves that provide additional opportunities for scholarship; and preparation for and participation in traditional academic functions.
- 13.2.3 It is understood between the parties that unit members may not normally participate in all professional activities identified in this article during each academic term or year.

13.3 Workload

13.3.1 The composition of professional duties and responsibilities of unit members will be determined by the appropriate administrator after consultation with the department head/chair and unit member as provided in Article 13.3.4.

13.3.2 In the determination of a unit member's workload, consideration shall include those items listed in Article 13.1.3 and the following factors: accountability; historical workloads, the missions and goals of academic units, including unit criteria developed for the evaluation of faculty; the level, duration, and mode of delivery of a workload activity; the requirements of externally funded contracts and grants; and whether an activity requires individual or group activity of extended contact hours.

13.3.3 Unit members shall be responsible for thirty (30) workload units per academic year. Subject to the criteria in 13.3.2 and the process in 13.3.4, one workload unit equals one credit of teaching or equivalent research 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 unit 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 Workload Determination Procedure:

- a. Individual unit members shall consult with the department head/chair and prepare in writing the proposed workload for each semester or other specified time period. The proposed workload shall account for factors including those specified in 13.3.2 and be completed and submitted to the department head/chair by March 3 or at least sixty (60) days prior to the end of the contract period preceding the contract period to which the proposed workload assignment applies.
- b. The department head/chair shall submit the following information to the appropriate administrator by April 3 or at least thirty (30) days prior to the end of the contract period preceding the contract period to which the proposed workload applies: all the unit members' proposed workloads for the department and a memorandum summarizing the courses and student-credit hours to be delivered and the aggregate research and service activities to be accomplished by the department.
- c. The administrator shall notify unit members of their workload for the subsequent contract period by May 3 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, when possible the administrator will consult with the unit member.

- d. If a unit member wishes to challenge the workload assignment, the unit member shall process the challenge according to Article 7.3.
- 13.3.5 Workload components of individual unit 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 and service responsibilities
- 13.3.6 A unit member's workload shall be determined with the expectation that the unit member will have the opportunity to meet the established criteria for promotion, tenure, and satisfactory peer review.
- 13.3.7 Unit 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, and service needs of the unit, as determined by the administrator, are met.
- 13.3.8 United Academics recognizes the University's need for flexibility in determining unit members' workloads as the needs of the University change. When the need arises, an appropriate administrator may revise a unit member's workload. When possible, there will be consultation with the department head/chair and the unit member before a unit member's workload is revised. When a workload is revised, the appropriate administrator shall provide a copy of the revised workload to the unit member as soon as practicable and the unit member's salary shall not be reduced during the remainder of the unit member's contract period.

ARTICLE 14

Intellectual Property

14.1 Purpose and Superseding Obligations

- a. The purpose of the University 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 unit members and the university in varying degrees as may be appropriate or required under the circumstances.
- b. The provisions of this article are subject to and limited by federal and state law, preexisting obligations to collaborators, or in related grants, contracts, or other agreements with organizations other than the University. Unit members and the University shall execute all documents required to effectuate these allocations of rights.

14.2 Definitions. The following definitions shall apply in Article 14:

- a. “Intellectual Property” refers to products of the human intellect that have commercial value and that receive legal protection. Typically, intellectual property encompasses creative works, products, processes, imagery, inventions and services and is protected by patent, copyright, trademark, or trade secret law. This article addresses “works” and “inventions” as intellectual property that may be created by unit members.
- b. A "work" is any original work of authorship that is fixed in any tangible medium of expression and which is copyrightable under federal copyright laws. Examples of materials which may be works include but are not limited to fiction or non-fiction literature, poetry, diagrams, graphic designs, motion pictures, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, recorded lectures and presentations, musical or dramatic compositions, choreography, pictorial or graphic works, sculptural works, syllabi, assignments, tests, and other instructional materials whether in physical or electronic form and traditional academic works, such as journal articles, textbooks, and monographs.

- c. An "invention" is anything that is patentable under U.S. federal patent laws. Examples of inventions may include a new, nonobvious, and useful: discovery, invention, process (including computer programs), machine, instructional material, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, improvement or extension of these items..
- d. "University supported" shall mean works and inventions which are produced with the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University. University support does not include use of university facilities or resources that are available commonly to the general public.
- 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 unit member; funded by such means as a specified course release or overload payment which designates the product as university sponsored; or which are funded in whole or in part by a third-party grant or contract.
- f. "Net proceeds" are the gross receipts derived from trademarks, materials, inventions, discoveries and/or intellectual properties, including but not limited to, rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the university and the unit member in connection therewith. Such costs include but are not limited to all direct costs and expenses, apportioned indirect costs and expenses, costs and expenses of obtaining, securing and protecting patents, copyrights and trademarks, marketing costs, and all attorney's fees. Gross receipts do not include tuition and fees and research funding received by the University of Alaska.
- g. "Independent efforts" are works or inventions made in the course of independent efforts of the unit member. The ideas for these works or inventions came from the unit member; the work or invention was not University supported as defined herein.

14.3 Works

- a. Ownership, Rights, and Responsibilities
 - 1. Independent Efforts

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

2. University-Supported Efforts

The unit member shall retain ownership and control of University supported work produced by the unit member. Such work shall not be used in a manner which conflicts with the interests of the University. The University and the unit member shall share the net proceeds from supported works according to Article 14.3(c). The unit 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 shall retain all rights and net proceeds, unless a written agreement between the unit member and the University, reached prior to the start of work and approved by the president or designee, provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; collaborator rights; consultation rights; compensation with respect to requested revisions; and non-exclusive use of the sponsored work by the unit member for educational purposes while employed at the University, or for inclusion in the unit member's evaluation materials.

b. Disclosure of Works/University Review

1. Upon the creation of a work with potential commercial value of at least \$10,000, and prior to any publication, the unit member shall disclose to the president or designee such a work together with an outline of the project and the conditions under which it was done.

2. Within one hundred twenty (120) days after such disclosure, the president or designee, will inform the unit member whether the University disclaims an interest in the work as a sponsored, supported or independent work. The unit member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the University has an interest. Disclaimer of

interest as a University sponsored work does not limit the author/creator's obligations to disclose and share proceeds from supported works per the terms of this article.

c. Distribution of Net Proceeds from Works

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

Total Net Royalty or Revenue Per Work	Author/Creator's Distribution	Author/Creator's Program Distribution	University's Distribution
First \$10,000	100%	0	0
\$10,001 - \$100,000	45%	20%	35%
Over \$100,000	35%	20%	45%

d. A unit member who terminates employment with the University retains all rights and obligations, such as sharing of net proceeds, to works as provided in this article unless otherwise governed by a written agreement between the University and the unit member.

14.4 Inventions

a. Ownership, Rights, and Responsibilities

1. Independent Efforts

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

2. University-Supported Efforts

An invention made using University support is the property of the University. The unit member shall share in the net proceeds therefrom according to Article 14.4(d). The unit member shall not

commit any act which would tend to defeat the University's interest in the invention and shall take any necessary steps to protect such interest.

3. University Sponsored Efforts

If the University sponsored the effort leading to the invention, the University shall retain all rights and net proceeds, unless a written agreement between the unit member and the University, reached within one hundred twenty (120) days of the unit member's disclosure of the invention to the president or designee 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; licensing rights; and marketing and commercialization plans.

b. Disclosure of all Inventions/University Review

1. A unit member shall fully and completely disclose to the president, or designee, all inventions that the unit member develops or discovers while a unit member, together with an outline of the project and the conditions under which it was done.
2. The president, or designee, shall conduct an investigation that shall assess the respective equities of the unit member and the University in the invention and determine its importance and the extent to which the University should be involved in its protection, development and promotion. If the University determines not to disclaim its interest, it will provide the unit member with a written plan for the protection, development and promotion of the invention as soon as is practicable.
3. If the University disclaims its interest or rights in the invention, the president, or designee, shall inform the unit member of the University's decision regarding ownership of the invention and the University's legal rights thereto within one hundred and twenty (120) days of the unit member's disclosure to the president, or designee.
4. The University and the unit member shall execute a written statement reflecting the distribution of net proceeds set forth in Article 14.4(d).

c. Release of Rights

1. The president or designee may elect to disclaim the University's interest in an invention at any point. In the event of a disclaimer, the University will facilitate a unit member's efforts to obtain prompt determinations on the part of interested parties regarding their exercise or release of rights with respect to the invention. If all interested parties also release or disclaim interests, the University shall transfer any rights it has in the invention to the unit member. Unless otherwise agreed in writing by the president or designee, in the event of such a transfer, the costs incurred by the University or on its behalf shall be assessed against the future revenues received by the unit member. In addition, 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 unit member's share of the net proceeds unless a written agreement signed by the unit member specifies otherwise.

d. Distribution of Net Proceeds from Inventions

Subject to the provisions of this article, the University agrees, for and in consideration of patent rights, to pay annually to the unit member, the unit member's heirs, successors or assigns, a royalty share of the net proceeds, received by the University for each patent or other intellectual property right assigned to the University, as provided below.

Total Net Royalty or Revenue per invention	Inventor(s)' Distribution	University's Distribution
First \$10,000	100%	0%
Over \$10,000	50%	50%

- e. A unit member who terminates employment with the University retains all rights and obligations, such as net proceeds, to inventions as provided in this article, unless otherwise governed by a written agreement between the University and the unit member.

14.5 Outside Activity and Intellectual Property

Outside activities are subject to the requirements and prohibitions of the Alaska Executive Branch Ethics Act, including advance disclosure of outside

employment and activities, and use of information or opportunities learned of in the course of official duties. See article 17.7 of the Agreement.

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

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

ARTICLE 15

Compensation

15.1 Purpose

Unit 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 unit members. This is to be accomplished by maintaining a competitive compensation plan and salary structure consistent with the University's needs and resources.

15.2 Salary Minimums

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

Rank/Status	Minimum
Post Doctoral Fellow	\$31,000
Instructor/Lecturer	\$37,000
Assistant Professor	\$48,000
Associate Professor	\$53,000
Professor	\$58,500

15.3 Initial Placement

The University and United Academics are committed to the recruitment and retention of high quality faculty members. The University will attempt to 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 unit 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, the Oklahoma

State University, and the College and University Professional Association for Human Resources (CUPA).

15.4 Base Salary Adjustments

Increases in the base academic year salaries of unit members shall occur in the manner prescribed in Articles 15.4.1, 15.4.2, 15.4.3 and 15.4.4.

15.4.1 Promotion Increases

In the year of promotion in rank, a unit member shall receive a ten percent (10%) increase in current base salary, in addition to all other base salary adjustments. The increase in base salary shall be effective the first full pay period after July 1, following the unit member's promotion. Any violations of the express provisions of Article 15.4.1 will be subject to the grievance process.

There shall be no promotion increases during the terms of this Agreement effective after December 31, 2013.

15.4.2 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. Unit members may challenge University decisions made pursuant to Article 15.4.2. 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, 2013.

15.4.3 Annual Salary Increases

a. Across the Board Adjustments

The University shall provide across the board adjustment to eligible unit members effective the first full pay period after July 1, 2011, July 1, 2012, and July 1, 2013. Across the board adjustments shall be made before market increases are distributed.

There shall be no annual salary increases during the term of this Agreement after December 31, 2013.

In FY12, eligible bargaining unit members shall receive a two and one half percent (2.5%) across the board increase to base salary.

In FY13, eligible bargaining unit members shall receive a two and one half percent (2.5%) across the board increase to base salary.

In FY14, eligible bargaining unit members shall receive a two and one half percent (2.5%) across the board increase to base salary.

15.4.4 Market Increases

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

Market increases will be effective the first full pay period after July 1, 2012. No unit member shall receive more than \$10,000 total market increase over the term of this collective bargaining agreement.

There shall be no market increases for FY12.

In FY13 and FY14, the market increase pool will be calculated on the total base payroll of unit members as of March 1, 2012 and 2013 and will be applied to base nine (9) month salaries effective the first full pay period after July 1 of 2012 and 2013.

Distribution of the market increase pool for FY13 and FY14 to eligible unit members shall be calculated after across the board adjustments have been applied for each of those fiscal years.

In FY13, the University shall distribute up to one half percent (0.5%) of the base nine month United Academics salary pool to eligible unit members whose salaries are under their calculated market targets. No unit member shall receive more than \$10,000 total market increase over the term of this collective bargaining agreement.

In FY14, the University shall distribute up to four-tenths percent (0.4%) of the base nine month United Academics salary pool to eligible unit members whose salaries are under their calculated market targets. No unit member shall receive more than \$10,000 total market increase over the term of this collective bargaining agreement.

The University shall arrange for an independent study to be conducted to evaluate unit members' compensation as compared to relevant and appropriate market comparators. The Labor Management Committee for Market Salary Increase

shall be consulted regarding the methodology of and the compensation factors considered by the study. This salary study shall be completed by March 1, 2012.

A joint Union and University Labor Management Committee for Market Salary Increase will be formed to analyze salaries and determine the distribution of the calculated pool. The Union and the University may each select up to three (3) participants to serve on this committee. The committee shall determine relevant employment factors and procedures for distributing the calculated pool using the aforementioned salary study and comparator market data appropriate to each MAU.

Individual market adjustments will be made according to each eligible unit member's equiproportional share of the pool based on the amount of the individual unit member's negative residual in FY12 and FY13, as calculated after across the board adjustments have been applied for each of those fiscal years. No distributions will be made in excess of a unit member's full residual; nor will distributions be made if the amount of the residual is less than one hundred dollars (\$100). 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, 2013.

15.5 Merit Bonuses

In addition to the base salary adjustments provided in Articles 15.4 above, the University may, in its sole discretion, award nonrecurring bonus payments to unit members for extraordinary performance far beyond expectations. If the University determines that merit bonuses will be awarded, the dean/director shall recommend to the provost those unit members whose exemplary performance may warrant a bonus. The provost shall then determine the recipients and amounts of merit bonuses.

The University may provide up to one percent (1%) of the total base payroll for merit bonuses in FY12 and FY13. The one percent (1%) of the total base payroll will be calculated as of July 1 of FY12 and FY13.

In FY 14, the University shall fund and may award up to \$200,000 for merit bonuses.

A Joint Labor-Management Committee on Merit Bonuses, composed of up to three representatives selected by United Academics and up to three representatives selected by the University will be formed no later than September 2012. The purpose of the committee will be to:

1. determine the apportionment of the merit bonus pool among the three MAUs;
2. consider and recommend criteria by which unit members' may be deemed eligible for merit bonuses;
3. consider and recommend processes by which unit members will be considered for merit bonuses, including consideration and recommendation of the role of peer review in the merit bonus awarding process; and
4. review and comment on management practices followed in distribution of other forms of merit bonuses contained in this Agreement.

The nonprocedural aspects of decisions made pursuant to Article 15.5, including the selection of recipients of merit bonuses and the amounts of individual merit bonuses shall be considered substantive academic judgments subject solely to the complaint procedure of Article 7.3. The University shall provide written notice of merit bonuses to United Academics within a reasonable time and shall include the name of the unit member, a description of the extraordinary performance for which a merit bonus was awarded and the amount of the increase.

There shall be no merit bonuses during the term of this agreement after December 31, 2013.

15.5.1 Merit Bonus Factors

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

- formal or informal evaluations conducted by department heads/chairs
- quality of student evaluations
- number and quality of scholarly publications
- creativity in artistic works
- progress in establishing or developing a research program
- high level of instructional effectiveness
- quality of service to the university community or to the profession
- quality of outreach efforts through distance education
- strong and mutually beneficial linkages with business, government, or community partners
- other scholarly activity performed at an exemplary level

15.5.2 Limited Merit Bonuses

Specifically limited to the term of this agreement, the University may, at its sole discretion and according to factors determined by the dean/director, award nonrecurring bonus payments to unit members not to exceed \$500, 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

Specifically limited to the term of this agreement, the University may, at its sole discretion, award nonrecurring merit bonus payments, to unit 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 unit member and the amount of the bonus.

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

15.6 Salary Augmentation

A unit 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 Articles 15.6.2 and 15.6.3.

15.6.1 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/director. Compensation for department head/chair assignments shall be considered a substantive academic judgment subject solely to the complaint procedure of Article 7.3.

- a. Release from at least one 3 credit course per academic year, or an equivalent research or service effort ;or
- b. A one (1) month extension to the base academic year appointment; or
- c. A payment of up to five thousand five hundred dollars (\$5,500) distributed either as a one-time, lump-sum payment at the end of each academic year in which the unit 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.

15.6.2 Summer Appointments

Summer appointments may be made for summer session instruction, research or other activities. If a unit 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 unit member. Unit 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. Unit members holding an academic year appointment and employed in the summer for instructional purposes shall be compensated at a minimum of one thousand three hundred dollars (\$1,300) per credit hour, but not less than the current practice in place at each MAU as of the date of this Agreement.

15.6.3 Overload Appointments

Overload appointments may be made for additional and separate instructional or other work assignments during the base academic year appointment. Overload appointments shall be compensated at a minimum of one thousand three hundred dollars (\$1,300) per credit hour or equivalent research or service effort.

15.7 Geographic Differentials

15.7.1 The following shall be the geographic differentials applicable to unit members hired or transferred to a different campus after the effective date of this Agreement. Unit members must reside in the assigned geographic location in order to be eligible for the geographic differential.

Aleutian Islands/Adak/Sand Point	27
Anchorage/Girdwood/Chugiak/Eagle River	0
Aniak/McGrath/Galena	30
Barrow/Kotzebue	42
Bethel	38
Bristol Bay/Dillingham	27
Cordova/Glenallen/Copper Center	11
Delta Junction/Tok	16
Fairbanks	0

Ft. Yukon	42
Juneau	0
Kenai/Soldotna/Homer	0
Ketchikan	0
Kodiak.....	9
Nenana	20
Nome.....	34
Palmer/Wasilla.....	0
Seward.....	0
Sitka/Angoon	0
Skagway/Haines.....	5
Valdez	11
Yakutat.....	5

15.7.2 In the event the geographic differential rates in University Regulation 04.05.060 (dated 12-25-94) are modified during the term of this Agreement, the rates provided above shall be correspondingly modified as they affect unit members hired or transferred to a different campus after the effective date of this Agreement. A unit member whose existing geographic differential would be reduced due to modified geographic differentials shall not receive a reduction in rate of pay due to the modification.

ARTICLE 16

Personnel Benefits

16.1 Health Insurance

For Fiscal Years 2012, 2013 and 2014 (July 1, 2011 through June 30, 2014), the University will contribute \$1023.75 per employee per month toward the cost of health care. There shall be no University contribution for employees who choose to opt-out of the UA Choice plan. Notwithstanding the negotiated per employee per month defined contribution amount paid by the University for health care, in the event that total net plan costs increase such that the University's contribution falls below the following percentages of total net costs in any year of this contract, then the University shall contribute an additional amount. In year one, the minimum University defined contribution shall equal 83% of net plan costs; in year two 83% of net plan costs and in year three 82% of net plan costs. There shall be no further increases to the University's defined contribution during the term of this agreement, or any extensions thereto. Coverage provided to eligible employees may be altered, following review and consideration of recommendations by the joint health care committee. Costs of the benefits in excess of the University's contribution shall be borne by covered employees, prorated among all participants in UA Choice.

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 confer 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 unit members by the University Plan in place on the date of this Agreement.

C. United Academics and the University agree to participate in a joint health care committee with other represented and nonrepresented UA employee groups, to review health benefits and to investigate, study and design possible solutions to rising health care costs and other mutual problems. 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. 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 two (2) representatives selected by other represented employee groups; up to two (2) representatives selected by Staff Alliance; up to three (3) representatives selected by United Academics; and up to three (3) representatives selected by the University. A quorum for meetings shall require no fewer than seven (7) committee members. The University Benefits Director shall be an *ex officio* member of the committee. The committee shall be advisory in nature, and will forward its recommendations to the University's chief human resources officer, each union president and the Staff Alliance president.

Notes shall be taken of committee sessions and posted on the Statewide 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 two-thirds majority needed to pass any recommendation.

The committee shall be chaired by a University employee selected by the committee. If the chair is not an existing member of the health care committee, then the chair will vote only in the event of a tie.

The committee shall prepare written recommendations. The Chair shall forward those recommendations to the University Chief Human Resources Officer, each union president and the Staff Alliance president.

Normally, the University will accept committee recommendations that are consistent with parameters described above and will proceed accordingly to implement the recommended changes. However, in exceptional circumstances, the Chief Human Resources Officer (CHRO) may determine that the best interests of the University and the health care plan would not be served in 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 20 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 Statewide HR Website.

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

Members of the health care committee will be trained on health care topics including employee-management committee processes, health benefit reporting and accounting, HIPAA compliance and other topics relevant to the role of the committee.

The parties will meet and confer in good faith 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 Wellness Program implemented in FY2006 for UA Choice participants will continue to be funded as part of the University's contribution as established by this article. In each year of this contract, the parties agree that up to \$300,000 will be available for use to reduce employee charges or to provide incentives for covered employees who participate in identified wellness activities and programs. The health care committee will identify the eligibility criteria and levels for the distribution of incentives, which shall not exceed \$500 per employee annually.

16.2 Reimbursement Accounts, Tax Sheltered Annuities, University Pension

Unit members shall be provided reimbursement accounts, tax sheltered annuities, and the University pension on the same basis as provided in the University plan in place on the date of this Agreement. All disputes between a unit 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

The changes to Education Benefits regarding the six month waiting period and the repayment of the education benefit for courses completed with a failing grade shall be effective as of the date of change to University Regulation (R04.06.010).

- a. After six months from date of hire, unit members shall have graduate and/or undergraduate course credit hours charges (tuition) waived for up to six (6) credits per semester for a maximum of twelve (12) credits per academic year, beginning with the fall semester and ending with the summer term, unless otherwise agreed to in the unit member's initial letter of appointment.
- b. Unit 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 twelve (12) credits per summer within the twelve (12) credits per year limitation.
- c. Once eligible for education benefits, a unit member's spouse, financially interdependent partner and dependent children under the age of twenty-four (24) shall have course credit hour charges (tuition) waived.
- d. Unit 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 Article 16.8(e) are entitled to the same educational benefits as regular unit members.
- e. Education benefits provided in this Article do not apply to programs in which tuition or surcharges exceed the University norm.
- f. Unit members will be required to repay the University for the full cost of the education benefit for any course for which a failing grade is received, whether the course was taken by the unit member, a spouse, a financially interdependent partner or a dependent.

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
 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
 8. Christmas Day
 9. New Year's Day
 10. An additional day before or after January 1, as specified by the President
 11. Martin Luther King, Jr. Day, in celebration of Alaska civil rights
- 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 unit members as leave without pay. Advance approval must be obtained from the dean or director, or designee.

16.5 Time Off

Unit members shall receive fifteen (15) days off to be used when classes are not in session during the nine (9) month contract period, only during Christmas closure, spring break, or as specifically approved by the dean or director, or designee. Two (2) days of 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 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 unit member terminates employment. Provided the other requirements of this article

are met, unit 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.

16.6 Sabbatical Leave

Sabbatical leaves for professional development may be made available to unit members with a tenure track or tenure 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 unit 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 unit member's value to the University.

a. Eligibility

Tenured or tenure track unit 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 (6th) or subsequent year of service. Applicants who shall have completed at least five (5) consecutive years of service within the MAU from the date of return from any previous sabbatical leave shall be eligible to be granted another sabbatical leave to be taken during the sixth (6th) 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 unit 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 semester at the rate of one semester's salary. Sabbaticals are granted at the sole discretion of the university and are subject solely to the complaint process. Unit 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. In such cases, the chancellor, or designee, may adjust the sabbatical leave salaries to reflect such income;

however the recipient's total earnings for the leave period shall not be reduced to an amount less than the full salary the recipient would have received had he/she not been on leave. A sabbatical proposal that extends beyond the academic year may be approved, but no additional compensation will be paid. A unit 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 unit member in the first evaluation cycle after the unit 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

Sick leave credits shall not be accrued or used during sabbatical leave.

16.7 Sick Leave

- a. Regular full-time unit members accrue 4.62 hours of sick leave per 80 paid hours pay period. Full-time and part-time unit members shall accrue sick leave on an hours paid basis. Unit members, excluding those on terminal leave, shall receive leave accrual on an hours paid basis in the pay period encompassing the date of termination.
- b. After terminations resulting from program reduction or elimination, sick leave accumulations are lost except that accumulations are reinstated following re-employment for unit members who are rehired in a regular/term-funded position within thirty-six (36) months (3 years). At retirement, any unused sick leave hours may count toward retirement, as provided in the TRS statute.
- c. Sick leave does not accrue during sabbatical leave; unpaid hours; special assignments; temporary overload, summer, or additional assignment contracts; periods for which workers' compensation benefits are paid; periods of suspension or other disciplinary action as approved by the regional human resources office; or terminal leave. However, sick leave shall accrue when a unit member receives a contract extension beyond the nine-month base assignment at the same rate of pay and the same FTE as his/her base assignment. Provided the other requirements of Article 16.7 are met, unit members may use accrued sick leave during a summer or additional assignment. Sick leave shall accrue on an hours-paid basis when a continuing unit member returns to a new fiscal year contract.
- d. Conditions of use of sick leave are as follows:

1. Sick leave will be granted only for a qualifying event. A “qualifying event” is an absence
 - a. for an illness, injury, healthcare professional appointment and/or treatment of the unit member;
 - b. to care for an immediate family member with an illness, injury, disability, healthcare professional appointment and/or treatment when care by the unit member is necessary. “Immediate family member” refers to a unit member’s spouse, financially interdependent partner, parent, child, sibling, stepparent, grandparent, parent of a spouse or financially interdependent partner, grandparent of a spouse or financially interdependent partner, and child of a financially interdependent partner.
 - (1) “Parent” refers to the biological parent of a unit member, or an individual who stood in place of the parent of the unit member when the unit member was either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.
 - (2) “Child” refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent.
 - c. to avoid the passing on of a contagious disease by the unit member;
 - d. to attend a funeral;
 - e. approved for University Family and Medical leave, except absences for a qualifying exigency and absences after the first three days off work due to a work-related injury or illness; or
 - f. for an illness which continues for more than three days when the unit member is on paid time off.
2. 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. Upon approval of the unit member’s request or need for FML, the unit member will be granted FML not to exceed the greater of the allowable periods under state and federal law, using a rolling 12-month period measured backward from the date the unit member uses any FML leave.

- a. State law. In accordance with A.S. 39.20.500, an eligible unit member may take leave for a qualifying serious health condition for a total of 18 workweeks during any 24-month period, and may take leave because of pregnancy and childbirth or adoption for a total of 18 weeks within a 12-month period.
- b. Federal law.
 - (1) In accordance with 29 U.S.C. 2612, an eligible unit member may take leave because of a qualifying serious health condition or because of the birth or placement of the unit member's child for a total of 12 workweeks during a 12 month period.
 - (2) An eligible unit member may take leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of a covered servicemember. A unit member who takes leave under this subsection is entitled to 26 workweeks of leave during a single 12-month period.

If a unit member's leave qualifies under both state and federal law, the leave used counts concurrently against the unit member's entitlement under both laws.

The use of leave for absences covered by University Family and Medical Leave (FML) requires approval of the regional human resources office. The unit member must provide the regional human resources office with sufficient medical certification or recertification upon request.

- 3. The use of sick leave for absences that are not approved for FML leave requires the approval of the unit member's dean, director or designee. The unit member must submit medical certification or other evidence of the qualifying event to document the unit member's need for sick leave for absences that exceed ten workdays. The dean or director may also request evidence of an illness of less than ten days or medical appointments. During periods of sick leave in excess of two biweekly pay periods (4 weeks) the unit member must provide the dean or director with medical certification at predetermined regular intervals stating the condition of the unit member's availability for return to work.
- 4. Sick leave shall not be used in advance of accrual. The qualifying event period in excess of a unit member's accrued sick leave shall be charged as leave without pay. Sick leave shall not be used during a holiday or a regular day off. A unit member may use sick

leave during the three (3) day calendar year end holiday closure upon submission of written evidence of illness or a professional appointment or treatment recommended by a recognized health care professional covered by the University's health care program.

5. Sick leave benefits shall not be paid during any period for which workers' compensation benefits are paid. Eligible unit members shall receive workers' compensation benefits and shall continue to receive other regular University employer-paid benefits, but shall not accrue sick leave.

e. Parental leave.

Parental leave is available to unit 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 under 16.7(d), Conditions of Use of Sick Leave.

f. Sick leave may be used to arrange or attend a funeral. The eligibility rules for such use are as follows:

1. The sick leave must be approved by the unit member's dean or director, or designee.
2. Sick leave of up to five (5) consecutive work days may be used to arrange or attend the funeral of a member of a unit member's immediate family. A written request for periods exceeding five (5) 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 of a friend or relative not in the immediate family.
4. For the funeral of a deceased unit member, the dean or director, or designee, determines the number of unit members who may attend. Sick leave is permitted, and the attendance must be reported as sick leave.

g. Sick leave may be taken as terminal leave only upon approval of the chief human resources officer. Terminal leave is defined as leave taken during pay periods immediately prior to an identified termination date.

h. Sick leave is paid at the unit member's regular rate of pay effective for the time period for which leave is taken. Full payment for accumulated

unused sick leave is made to the unit member's estate in the event of the death of a unit member while employed by the University.

- i. Paid sick leave may be denied if a unit member fails to timely notify the dean or director, fails to provide evidence of the qualifying event, or fails to provide medical certification.
- j. Paid sick leave is discontinued immediately:
 - 1. Upon unit member's return to work status; or
 - 2. Upon determination by the unit member's dean or director, or designee, with professional medical advice that the unit member is able to return to work; or
 - 3. Upon refusal or failure by the unit member to submit clear evidence of a qualifying event on request or as required (in this case, the leave may be retroactively disallowed); or
 - 4. When the unit member is eligible and qualified for long term disability benefits provided in Article 16.1 or disability retirement under the applicable State Retirement System or Social Security; or
 - 5. Upon exhaustion of sick leave; or
 - 6. After the third day of disability, for a unit member with a workers' compensation claim; or
 - 7. Upon the expiration of a unit member's job assignment; or
 - 8. Upon termination.
- k. Sick leave requests which are not covered in this Agreement, or requests for special consideration, are to be submitted through administrative channels to the regional human resources office. The human resources office, after evaluation, shall forward its recommendations to the chief human resources officer for final determination.
- l. To qualify for sick leave benefits, the unit member is required to make proper notification as follows:
 - 1. The unit member who is absent because of illness must notify or if unable, have another notify his/her dean or director, or designee, within the first hour of the normally scheduled work day. If the need for sick leave is a result of an emergency condition, the unit member's supervisor must be notified as soon as possible.

2. During a qualifying event of any duration, the unit member must provide the dean or director with as much advance notice as possible of the anticipated beginning and ending dates of the absence.
 3. A unit member must provide at least 30 days advance notice before sick leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the unit member or of a family member, or the planned medical treatment for a serious injury or illness of a covered service member. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.
 4. Unless the unit member's absence is expected, the unit member must continue to notify the dean or director, or designee, each normal work day of an absence for the qualifying event.
- m. It is the policy of the University to recognize substance abuse as a treatable disease. Therefore, any unit member or unit member's immediate family member absent for treatment for alcoholism or another form of substance abuse will receive the same consideration that is extended to unit members having other qualifying events.

16.8 Other Leave

a. 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.

b. Sick Leave Without Pay

1. A sick leave without pay absence may only be granted when a unit 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.

c. Jury Duty

1. In order that unit members may fulfill their civic responsibility as jurors or witnesses, regular unit 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 unit 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 unit member to keep his/her dean or director, or designee, informed of the anticipated time to be spent away from the job for this purpose.
5. The unit member's regular University pay shall continue to be paid during such leaves of absence.
6. Any pay received by a unit member from a court system for service on jury duty or as court witness duty shall promptly be returned by the unit member to the University to offset part of the cost of such absences.

d. Military Leave

1. A regular unit 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 (16-1/2) working days in one (1) calendar year during which the unit 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 unit member must provide a copy of the order that shall establish his/her eligibility for military leave.

2. For other than required training periods discussed above, regular unit 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 re-employment provided for by state or federal law. For a military leave of absence, the unit 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 unit 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, are not eligible for military leave or military leave of absence.
- e. Leave of Absence (nonmedical)
1. A leave of absence is without pay and must be approved by the chancellor, or designee. The unit 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 unit 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 unit member is entitled to full rights and privileges as in regular service except that he/she shall not receive salary and shall not accumulate sick leave. The unit member may continue the health/life insurance and retirement programs to the extent allowed by law and/or University Regulation, and shall pay the unit member and the University's portions of any cost.
 4. Leave of absence may be granted for a variety of purposes. Leave of absence may be granted for up to one (1) year, and may be renewed for up to one (1) additional year. The justification and merit of an application for leave of absence shall be assessed in each individual case.
 5. Unless otherwise agreed to in writing, the leave recipient shall return to the same position which he/she occupied before leaving, or, if the position no longer exists, to a comparable position.
 6. A unit member wishing to take leave of absence shall apply to his/her 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 office of human resources. 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. 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 unit member concerned and by the appropriate chancellor, or designee.

ARTICLE 17

Working Conditions

17.1 Nondiscrimination

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

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 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. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no 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 unit 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 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 unit member(s) who reported the conditions and to United Academics.

17.2.4 The University will make available to unit members all information as required by local, state, and federal law dealing with occupational safety and health.

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

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

17.3 Unit Member Hours

Unit members shall establish, post, and maintain reasonable office hours, which will meet the educational and programmatic needs of the University. A copy of the notice posted by unit member shall be filed with the unit member's dean or director, or designee.

17.4 Faculty Offices

Office space shall be assigned by the University in a fair and nondiscriminatory manner.

17.5 Assignments Requiring Use of Personal Vehicle or Travel

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

17.5.2 Unit members incurring expenses while traveling on University business shall be reimbursed in accordance with applicable provisions of University Regulation 05.02.06.

17.6 Relocation

Unit members who are transferred by the University to a work location more than 60 miles from the current work location shall be reimbursed for moving expenses in an amount up to one month's salary at the unit member's current rate of pay. Exceptions shall be as provided in University Regulation 05.02.06. The University shall give at least six (6) months' advance notice to any unit member whom it intends to transfer.

17.7 Outside Activities

17.7.1 Unit Members may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a unit member by the MAU human resources office or statewide office of human resources.

17.7.2 Outside activities means work or activities which are not within the scope of the regular employment duties of the unit 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

Collective Bargaining Agreement

United Academics – AAUP/AFT

January 1, 2011 – December 31, 2013

the outside activities do not involve the appropriation of University property, facilities, equipment or services.

ARTICLE 18

Management Rights

- 18.1 Except as specifically limited by this Agreement or by law, the University reserves all rights and privileges heretofore exercised by the University or granted to it by law including 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 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 unit members;
 - h. adopt and enforce work rules and regulations applicable to unit members;
 - i. 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 unit members across academic programs, departments, colleges, schools, centers, geographic locations, or other units of the University, and
 - n. discipline unit members including, but not limited to, the right to reprimand, suspend, or discharge.

The University's exercise or failure to exercise any right, prerogative, or function hereby reserved to it shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude 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 than two times each semester to discuss the administration and interpretation of this agreement and any related issues. 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

Duration and Negotiation Procedure

This Agreement shall be effective as of January 1, 2011, and shall remain in full force and effect to and including December 31, 2013. No later than August 1, 2013, 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 (60) calendar days, but in no event shall either party be required to commence negotiations prior to May 1, 2013.

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

ARTICLE 23

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, the Union 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.

COLLECTIVE BARGAINING AGREEMENT

between the

University of Alaska

and

United Academics – AAUP/AFT

January 01, 2011 – December 31, 2013

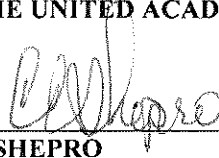
FOR THE UNIVERSITY OF ALASKA



BETH BEHNER

Date: June 30, 2011

FOR THE UNITED ACADEMICS – AAUP/AFT:



CARL SHEPRO

Date: 30 June 2011

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