

ARTICLE 16

Personnel Benefits

16.1 Health Insurance

The University shall contribute up to six hundred thirty-four dollars and six cents (\$634.06) per unit member per month toward the cost of health benefits. The University contribution shall increase effective July 1, 2005 to \$760.87, effective July 1, 2006, to \$890.22, and effective July 1, 2007 to \$1023.75. 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 Unit Members shall not be altered without formal written agreement of the parties, following review and consideration of recommendations by the joint union- management committee for health care. However, notwithstanding any other provision of this article, the annual out-of-pocket maximum for pharmacy costs in the "Deluxe" option under UA Choice shall increase from \$100 to \$500 effective July 1, 2005.

a. "Traditional" Plan

The "Traditional" Plan will remain the health plan in place for unit members and other participating employees through June 30, 2005. The Plan Year for FSAs has been transitioned from calendar year to fiscal year. January – June 2005 is a six-month "benefit year," for flexible spending accounts with these accounts adjusted to half of their applicable annual limits.

b. UA Choice

1. The current UA Choice Plan shall be the health plan available to Unit Members effective July 1, 2005. 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 maintained.
2. The University in good faith annually will establish a 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 include 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 Union-

Management Committee. Option charges will be collected on a fiscal year basis, and are not subject to negotiation.

3. For FY06 and FY07, in addition to the charge for coverage options selected, the employee health care charge for Unit Members shall include an annual charge of \$1,066. This amount will be collected in equal installments (19 or 26) over the appointment period in place at the time the deduction begins. This annual charge will be prorated for partial year appointments. Unit members who are eligible to and who in fact do choose the “opt out” option of the UA Choice Plan shall not pay this annual charge.
- c. 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.
 - d. United Academics and the University agree to establish a joint union-management committee with the participation of ACCFT and Local 6070 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 quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, preferred provider programs, competitiveness among providers, standardization of benefit design, utilization, promotion, and cost, wellness programs and other options designed to enhance benefit options while containing costs. Each union will have two representatives on the Union-Management Committee. The University will have four representatives on the Union-Management Committee. This committee will conduct a formal vote on any official recommendations regarding changes in health benefits, with a two-thirds majority needed to pass any recommendation in the event that consensus cannot be reached. Minutes shall be taken of committee sessions. This committee shall be advisory in nature, and will forward its recommendations to the vice president for faculty and staff relations and each respective union president. The committee shall be co-chaired by a union representative and a management representative chosen by each respective group, with the co-chairs facilitating meetings on an alternating schedule. All expenses shall be the responsibility of each party participating on the committee. The unions will provide staff support for the committee. A unit member’s participation on the Union-Management Committee will be recognized as service, consistent with Article 13.1.3.c.

- e. In FY2006, the University will implement a Wellness Program for UA Choice participants. This program will be funded as part of the University's defined contribution as established by this article.

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 Educational Benefits

- a. Unit members shall have graduate and/or undergraduate course credit hours charges (tuition) waived 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.
- b. Unit members who shall 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) credit per year limitation.
- c. Spouses, financially interdependent partners 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. Educational benefits provided in this Article do not apply to programs in which tuition or surcharges exceed the University norm.

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 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

Provided all requirements are met as specified by the University of Alaska, whenever "spouse" is stated in this Article, a financially interdependent partner and his/her eligible dependent children would be included.

- a. Sick leave shall be taken for reasons of medical treatment or condition of the unit member, emergency care for immediate family members of the unit member, attendance at a funeral, childbirth by the unit member or the unit member's spouse, adoption of a child, or placement of a foster child

with the unit member. Use of sick leave is subject to the conditions provided in Article 16.7(e).

- b. 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.
- c. 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.
- d. 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 personnel office; or terminal leave which must be approved by the dean or director, or designee, and is defined as leave taken during pay periods immediately prior to an identified termination date. 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.
- e. Conditions of use of sick leave are as follows:
 1. The guidelines for the Family Medical Leave Act of 1993 and the Alaska Maternity and Family Leave Act of 1992 pertain to unit members.
 2. The use of sick leave requires the approval of the dean or director, or designee. The dean or director, or designee, may request evidence of the illness, at their discretion. 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.

3. 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.
- f. Sick leave shall be used by the unit member for:
1. An illness, disability, injury, or other medical condition of the unit member including the first three (3) days off work due to a work related injury or illness.
 2. An illness that continues for more than three (3) days when the unit member is on time off.
 3. A professional appointment or treatment recommended by a recognized health care professional covered by the University health care program.
 4. Avoidance of passing on a contagious disease.

g. 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 under 16.4(e). Conditions of Use of Sick Leave.

- h. Sick leave shall 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.

- i. Sick leave may be taken as terminal leave only upon approval of the dean or director, or designee. Terminal leave is defined as leave taken during pay periods immediately prior to an identified termination date.
- j. 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.
- k. 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
 - 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.
- l. 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 personnel office. The human resources office, after evaluation, shall forward its recommendations to the appropriate chancellor, or designee, for final determination. Copies of requests, recommendations and final determinations shall be provided to the statewide office of human resources.
- m. 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. The dean or director, or designee, may exercise discretion to accept other evidence in lieu of either or both of these requirements. If requested, a unit member is to provide to his/her dean or director, or designee, statements or certificates from the unit member's

health care provider as proof of need for sick leave. Failure to notify shall result in denial of sick leave unless the dean or director, or designee, decides the circumstances justify a waiver.

2. Unless it is known 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.
 3. During periods of sick leave in excess of two (2) biweekly pay periods (4 weeks), the unit member shall provide to his/her dean or director, or designee, statements at predetermined regular intervals from the unit member's or immediate family member's health care provider stating the condition of the unit member's availability for return to work.
 4. During a qualifying event of any duration, regardless of how long or short, the unit member should provide the dean or director, or designee, with as much advance notice as possible of the anticipated beginning and ending dates of the absence.
- n. 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 suffering from 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.