

COLLECTIVE BARGAINING AGREEMENT

Between the

UNIVERSITY OF ALASKA

And the

**UNIVERSITY OF ALASKA FEDERATION OF
TEACHERS**

January 1, 2015 – December 31, 2017

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ARTICLE 1

Agreement

1.1 Purpose

The purpose of this Agreement is to define the terms and conditions of employment for employees of the University of Alaska represented by the University of Alaska Federation of Teachers, Local 2404, AFL-CIO.

1.2 Term of Agreement

- A. The effective dates of this Agreement are January 1, 2015, to December 31, 2017.
- B. The three appendices (A, B, and C) are incorporated as a part of this Agreement.
- C. At the expiration date of this Agreement, and at every subsequent expiration date, this Agreement shall be renewed for another calendar year, unless written notice that changes are desired is given by either party to the other party. If written notice is provided by either party, the Agreement shall expire on the expiration date. Such written notice must be given not later than March 1 of the year of the expiration of the agreement.
- D. The Agreement will be made available to Bargaining Unit Members electronically.

1.3 Recognition of Rights

The terms of this Agreement and the conditions of appointment constitute the terms of the appointment of each Bargaining Unit Member. Written conditions of appointment shall be signed by the Bargaining Unit Member to acknowledge receipt.

1.4 Sharing of Information

- A. On written request the University and the Union shall make available information which is relevant and legally necessary for the negotiation and implementation, application and administration of this Agreement. Information is to be provided on a cost reimbursable basis when the cost per information request over a rolling 30-day period exceeds \$100. Information requested under this paragraph is expected within ten working days; if either party is unable to meet this time frame, the other party shall be notified of the approximate date the information will be provided.
- B. Neither of the parties shall be required to provide the other with information which is privileged, is confidential or which would require revealing personnel information of a private nature, or which has been gathered specifically for purposes of preparing for or conducting collective bargaining.

- C. Nothing in this section is to be construed so as to require either party to compile or manipulate information or perform calculations if such data are not already in the form requested.
- D. Twenty one days following each pay period the University shall electronically transmit to the Union a Membership Report.

1.5 Negotiations

Negotiations shall be scheduled at mutually acceptable times and places. Unless otherwise agreed to by the parties, negotiations shall be held in Anchorage and in no event will start later than August 15.

1.6 Availability of Parties

The Union and the University agree that they will meet and confer at mutually acceptable times and places concerning this Agreement, its interpretations, applications, continuations, or modification. Both parties agree that an obligation exists to meet and confer expeditiously and in good faith. If no agreement is reached, the Agreement will remain unchanged.

ARTICLE 2

Definitions

Following are definitions of terms as used in the context of this Agreement:

Bargaining Unit Member: a University of Alaska employee covered by the recognition clause in this Agreement.

Board of Regents: the governing body of the University of Alaska.

BOR: see Board of Regents.

Campus Executive: a non-represented, salaried senior administrator of UA who has authority over a broad range of matters at a particular campus or extended site; also referred to as a director in the context of “dean, director or designee.”

Community Campus: see Extended Site.

Community College: the physical facility or facilities of a community college established by the Board of Regents pursuant to the Alaska Community Colleges Act, AS14.40.560, *et seq.*

Date: If a specified date in this Agreement falls on a Saturday, Sunday or University-designated holiday, it shall be treated as falling on the next working day.

Designee: an individual identified to have responsibility for an action that would otherwise have been completed by the person making the designation. Deans, directors, provosts, chancellors or the President may delegate responsibility to such an individual according to the terms of this Agreement.

Dependent: any dependent as defined by the Internal Revenue Code, as amended, and Internal Revenue Service Regulations.

Director: see Campus Executive.

Effective Date of the Agreement: the date upon which the terms and conditions of the Agreement are enforceable.

Extended Site: an educational facility or facilities not located on the principal campuses of the University of Alaska Anchorage, the University of Alaska Fairbanks and the Juneau campuses of the University of Alaska Southeast, including but not limited to the Bristol Bay Campus, Chukchi Campus, Interior-Aleutians Campus, Kenai Peninsula College, Ketchikan Campus, Kodiak College, Kuskokwim Campus, Matanuska-Susitna College, Northwest Campus, Prince William Sound College (aka Prince William Sound Community College), Sitka Campus, and the UAF Community and Technical College.

Intellectual Property: products of the human intellect that have commercial value and that receive legal protection. Intellectual property encompasses creative works, products, processes, imagery, inventions and services and is protected by patent, copyright, trademark, similar technology rights, or trade secret law.

Membership Report: an electronic list that includes the full name, mailing address, employee ID number, university, TKL, department, adjusted service date, job begin date, job end date, job status, job title, employee class, FTE status, salary information, current service fee deduction amount and year-to-date total service fee deductions for each Bargaining Unit Member each pay period.

Provost: the chief academic officer for the University of Alaska Anchorage (UAA), the University of Alaska Fairbanks (UAF), or the University of Alaska Southeast (UAS).

TKL: Time-keeping location, the employee's home organization as recorded in the University's database.

UA: the University of Alaska system.

UAFT: the University of Alaska Federation of Teachers, Local 2404, AFL-CIO.

Union: see UAFT.

University: the University of Alaska (UA) system.

university: the University of Alaska Anchorage, University of Alaska Fairbanks, or the University of Alaska Southeast, formerly known as MAUs or Major Academic Units.

University Policy: the Board of Regents' Policy and University Regulation. No change in BOR policy or regulation made after Nov. 30, 2014 shall extend or abridge any right established by this Agreement during the period that this Agreement is in force.

Working Day: a day the university is open for business even when classes are not in session.

ARTICLE 3

Rights of the Bargaining Unit Member

3.1 Academic Freedom and Responsibility

- A. The University and the Union agree that academic freedom is essential to the mission of the University and that providing the environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any person's right to free speech or to infringe upon the academic freedom of any member of the University community.
- B. 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 not an institutional representative.
- C. The University and the Union 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.
- D. The University and the Union support University Policy on Freedom of Speech (P01.02.010). An environment of free and honest inquiry is essential to the functioning and mission of the University.

3.2 Nondiscrimination

Neither the University nor the Union shall discriminate on any basis prohibited by law, including union-related activity.

3.3 Governance

The University and the Union recognize that Bargaining Unit Members are uniquely qualified to participate in the academic governance of the University. Both parties recognize that Bargaining Unit Members acting in concert with other constituencies can provide valuable contributions at all levels of the University. Accordingly, the University and the Union agree that the opportunity for Bargaining Unit Members to participate in the governance of the University is important to its effective operation. It is further agreed that Bargaining Unit Members' voluntary participation in University governance is an integral part of the University community's culture. Such participation may be recognized as university service on the Bargaining Unit Member's workload agreement.

3.4 Bargaining Unit Member Files

- A. The University maintains two official files: (1) the Employment Record File and (2) the Academic Record File for each Bargaining Unit Member. The Employment Record File shall be maintained by the Campus Human Resources or Personnel Office and the

Academic Record File shall be maintained by the Office of Academic Affairs or by the Bargaining Unit Member's dean or campus executive. Other files containing information regarding Bargaining Unit Members may exist (e.g., confidential medical file when required by law); however, information in such files may not be placed in the official files if the information is more than one year old. The university shall not discipline a Bargaining Unit Member based on information not in the official file(s).

- B. Bargaining Unit Members shall have the right to examine their Employment and Academic Record Files at any time during normal business hours. Bargaining Unit Members shall have the right to receive a copy of the official Employment and Academic Record Files upon submission of advance written request to the custodian of the record. Bargaining Unit Members may place in their official Employment and Academic Record Files a response to adverse information.
- C. The Union representative, having written authorization from the Bargaining Unit Member and subject to the University's duty to provide for security of the records, may examine and copy the official Employment and Academic Record Files of that Bargaining Unit Member.
- D. When disciplinary action or unsatisfactory job performance is reduced to writing by a supervisor, that information shall be placed in the Bargaining Unit Member's appropriate file(s). No such material may be placed in a Bargaining Unit Member's Academic Record File without the signature of the dean or campus executive, or designee, and Bargaining Unit Member. The Bargaining Unit Member will be provided a copy of the signed material. The Bargaining Unit Member's signature acknowledges receipt of and notification of any action. Upon written request to a Bargaining Unit Member's dean or campus executive, or designee, disciplinary material may be removed after two years.
- E. The Employment Record File may contain the following, including but not limited to:
 - 1. Information relating to the Bargaining Unit Member's original hire, such as application; job posting or current job description; curriculum vitae; transcripts; and hire documents, including benefit enrollment forms.
 - 2. Correspondence relating to the individual's employment.
 - 3. Documents showing the history of the Bargaining Unit Member's work assignments and compensation, including workers' compensation documents and letter(s) of appointment.
 - 4. Bargaining Unit Member responses to the above, if any.
- F. The Academic Record File may contain the following, including but not limited to:
 - 1. Commendations; official reprimands, including notices of unsatisfactory performance; disciplinary action; and appropriate material relating to the Bargaining Unit Member's job performance.

2. Correspondence relating to the individual's employment.
 3. Grievance and appeal correspondence.
 4. Performance evaluations and documents relating to promotion, retention, tenure and contractual obligations.
 5. Faculty workloads.
 6. Bargaining Unit Member responses to the above, if any.
- G. The university shall not include material in Bargaining Unit Member's official files unless the material's source is identified. Anonymous material shall be removed by the university upon request of the Bargaining Unit Member, or if discovered by the university with written notice to the Bargaining Unit Member.
- H. No items, except for anonymous material, may be removed from a Bargaining Unit Member's official files without notification to the Bargaining Unit Member, except for brief inspection or copying.

3.5 Seniority

- A. Acquisition: A Bargaining Unit Member shall acquire bargaining unit seniority commencing on the Bargaining Unit Member's initial employment date. Bargaining Unit Members having the same initial employment date shall have equal bargaining unit seniority.
- B. Accrual: A Bargaining Unit Member whose employment has not been terminated by resignation, discharge, or death, and whose bargaining unit seniority has not been lost under Paragraph 3.5.D, will accrue seniority in these cases:
1. While actively employed; or
 2. While on leave for military service which complies with the conditions of such leave for which there is a statutory right to re-employment but not to include voluntary extensions; or
 3. While on any leave for illness or disability so long as the Bargaining Unit Member complies with the conditions of such leave.
 4. Bargaining unit seniority shall not accrue for service in positions not included in this bargaining unit, except for service as a department head/chair.

- C. Retention: A Bargaining Unit Member whose employment has not been terminated by resignation, discharge, or death, and whose seniority has not been lost under Article 3.5.D, will retain, but not accrue, seniority in these cases:
1. While on leave of absence; or
 2. For ninety (90) days while on assignment to a position not included in this bargaining unit, except seniority shall be retained for the entire term of service as a department head/chair; or
 3. Up to three (3) years following termination based on financial exigency; or
 4. Up to two (2) years following termination of a tenured Bargaining Unit Member based on program discontinuation or reduction.
- D. Loss: Except as otherwise stated in this Agreement, a Bargaining Unit Member will lose seniority and all re-employment rights by:
1. Resignation; or
 2. Termination of employment, unless voluntarily rescinded by the University or vacated by a valid arbitration/grievance award or unless otherwise provided below; or
 3. After ninety (90) days while on assignment to a position not included in the bargaining unit, except for service as a department head/chair; or
 4. After three (3) years following termination based on financial exigency; or
 5. After two (2) years following termination of a tenured Bargaining Unit Member based on program discontinuation or reduction.
- E. A Bargaining Unit Member's seniority shall be established at the Bargaining Unit Member's initial day of continuous hire as a Bargaining Unit Member. Bargaining unit seniority shall not accrue for service in positions not included in this bargaining unit, except for service as a department head/chair.

3.6 Notification

- A. New Bargaining Unit Members, no later than thirty calendar days after contract start date, shall receive a new employee orientation. At new employee orientation, the Bargaining Unit Member will be given access to materials which communicate University Human Resources policies and regulations, applicable benefits, and the UAFT Service Fee Deduction Authorization form.
- B. The university will provide appointment letters to Bargaining Unit Members. Returning Bargaining Unit Member appointment letters will be provided prior to the beginning of

the next contract period. New Bargaining Unit Member appointment letters will be provided within thirty days of hire. Appointment letters shall be signed by the Bargaining Unit Member to acknowledge receipt. The university will forward copies of appointment letters to the Union. Appointment letters will include at least the following information:

1. Term of the appointment.
2. Percentage of full-time.
3. Annual salary and biweekly pay, including geographic salary differential.
4. Rank and notification of tenure status and review other than annual review. In case of a failure to correctly notify the Bargaining Unit Member of a required review, the Bargaining Unit Member may choose to either
 - a. proceed with the review or
 - b. delay the review, in which case an appropriate extension of time, not to exceed one year, will result.
5. Location of personnel files.

3.7 Disciplinary Process

Disciplinary action as well as termination may be taken for just cause. The following must occur before discipline is considered.

A. Disciplinary Investigation

Prior to an investigation the Bargaining Unit Member and the Union shall be provided written notice of the investigation. The notice will contain the allegations, the possibility of discipline, and the right to union representation.

The Bargaining Unit Member shall be provided an opportunity to meet with the appropriate administrator and respond to the allegations. The Bargaining Unit Member may be represented by a UAFT campus representative or a UAFT officer. Bargaining Unit Members subject to investigation may be placed on investigatory leave with pay during the course of an investigation at the discretion of the university. Investigatory leave is not discipline. At the investigatory meeting, the Bargaining Unit Member will have the opportunity to respond to questions and to provide information or evidence relevant to the allegations. A Bargaining Unit Member who refuses to answer questions during an investigatory meeting is considered to have waived their right to respond to the allegations prior to discipline.

B. Implementation of Discipline

The university will arrange a disciplinary meeting with the Bargaining Unit Member, and at the discretion of the Bargaining Unit Member a UAFT representative. Notice of the meeting will be provided to the Union. At this meeting the university will provide the Bargaining Unit Member and the Union with a written notice of discipline. The notice shall include the findings of the investigation. The Bargaining Unit member may have rights as required by Article 4. If the Bargaining Unit Member does not attend the meeting, the notice shall be mailed to the Bargaining Unit Member's address of record, with a copy to the Union. Discipline may take effect immediately upon written notice to the Bargaining Unit Member.

Termination shall take effect immediately upon written notice to the Bargaining Unit Member. A terminated Bargaining Unit Member may request a hearing to contest the termination by submitting a written request within five working days to the university's Human Resource Director and SW LER, according to University Regulation R04.08.080A(2).

3.8 Intellectual Property Rights

The parties agree to abide by BOR Policy and University Regulation regarding Intellectual Property.

ARTICLE 4

Grievance Procedure

The parties encourage the prompt and informal resolution of disputes between Bargaining Unit Members, the Union, and the University. This Article provides orderly procedures for resolving grievances.

A. Definition of Grievance

A grievance is an allegation that the university has violated the terms of this Agreement, Board of Regents Policy, or University Regulation. No other matters are subject to the grievance procedure. The grievance procedure enumerated in this Article is the exclusive procedure for grievances.

B. Grievance Initiation

1. A grievance is filed by the Union at:
 - a. Step One with regard to subjects of alleged contract violation or interpretation.
 - b. Step Two with regard to subjects of alleged contract violation or interpretation affecting multiple colleges within the same university.
 - c. Step Three with regard to:
 - i. matters that involve multiple universities across the University System (e.g., class action).
 - ii. termination of employment.
2. A grievance must be initiated not more than thirty days from the date the Bargaining Unit Member or Union should have become aware of the alleged violation. Failure to timely initiate a grievance renders the circumstances not subject to grievance.
3. A grievance must be submitted in writing at Step One, Two or Three and must contain the:
 - a. Specific term(s) of the Agreement or University Regulation or Board of Regents Policy allegedly violated.
 - b. Facts and information germane to the allegation.
 - c. Bargaining Unit Member contact information if applicable.
 - d. Union representative's signature and contact information.
 - e. Remedy sought.

C. Grievance Procedure

1. Step One

- a. Step One grievances are presented to the dean, director, or designee with authority in the matter. The Union may also submit a list of potential witnesses for the Step One meeting.

- b. Not later than ten days from receipt of the grievance, the dean, director, or designee will conduct a meeting with the Union to discuss the grievance. The dean, director or designee may invite other participants.
- c. Not later than ten days from the conclusion of the grievance meeting, the dean, director, or designee will provide a written response to the Union.
- d. Not later than ten days from receipt of the dean, director, or designee's response, the Union may advance the grievance to Step Two.

2. Step Two

- a. Grievances at Step Two are considered by the chancellor with authority in the matter or the chancellor's designee. The Union may also submit a list of potential witnesses for the Step Two meeting.
- b. Not later than ten days from receipt of the grievance, the chancellor or chancellor's designee will conduct a meeting with the Union to discuss the grievance. The chancellor or chancellor's designee may invite other participants.
- c. Not later than ten days from the conclusion of the meeting with the Union, the chancellor or chancellor's designee will provide a written response to the Union.
- d. Not later than ten days from receipt of the chancellor or chancellor's designee's response, the Union may advance the grievance to Step Three.

3. Step Three

- a. Step Three grievances are presented to the office of Statewide Labor & Employee Relations (SW LER). The Union may also submit a list of potential witnesses for the Step Three hearing.
- b. Not later than ten days from receipt of the grievance, the office of SW LER will conduct a hearing. SW LER will invite witnesses and the Union.
- c. Not later than ten days from the conclusion of the hearing, the office of SW LER will provide a written response to the Union.
- d. Not later than ten days from receipt of SW LER's written response, the Union may advance the grievance to arbitration.

4. Arbitration

- a. It is the responsibility of the Union to request arbitration within ten working days from SW LER Step Three decision. For each grievance advanced to arbitration, the Union shall request a list of not fewer than ten arbitrators available to adjudicate the grievance from the Federal Mediation Conciliation Service (FMCS).
- b. Within ten working days after the Union received the list of available arbitrators from the FMCS, the parties will select an arbitrator by means of alternately striking names. The party to strike first is determined by toss of a coin. The last name remaining after the parties strike names is the duly selected arbitrator.

- c. The FMCS fee for obtaining an arbitrator list is shared equally by the University and the Union.
 - d. The parties to the arbitration may not assert any ground or present any evidence not substantially similar to that presented at Step 3 of the grievance procedure.
 - e. The arbitrator shall limit the decision strictly to application and interpretation of the provisions of Agreement and shall be without proper authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
 - f. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and appealable as provided by law.
 - g. Each party shall bear the cost of preparing and presenting its own case.
 - h. The fees and expenses of the arbitrator shall be allocated by the arbitrator as follows:
 - i. Assign the arbitrator's fees and expenses to the losing party.
 - ii. If the arbitrator determines that neither party is the losing party, then the arbitrator shall assign the arbitrator's fees and expenses proportionally to the parties as judged to be equitable.
 - iii. Arbitration fees charged for postponement, unilateral withdrawal or cancellation, shall be assigned to the party initiating such action.
5. Service Methods and Timeliness:

- a. Timeliness:
 - i. If the University fails to meet prescribed time requirements the grievance is moved to the next step in the procedure.
 - ii. If the Union fails to meet prescribed time requirements the University's last response to the grievance prevails.
 - iii. Any reference to "days" in this Article is to "working days."
 - iv. The parties may agree in writing to adjust timelines in this Article.

b. Service:

Acceptable service methods for grievance processing are listed below:

- i. Facsimile.
- ii. E-mail with copy to SW LER.
- iii. Certified Letter.
- iv. FedEx, UPS, or other courier service.

Entry into the system satisfies time requirements. For example, the moment an e-mail is sent establishes delivery.

ARTICLE 5

Appointment, Workload Agreement and Professional Responsibilities

5.1 Bargaining Unit Member Appointment

There shall be three categories of appointment applicable to Bargaining Unit Members:

- 1) initial appointment with tenure,
- 2) tenure track appointment, and
- 3) non-tenure track appointment.

The appointment of Bargaining Unit Members to these categories shall be at the sole discretion of the university and not subject to grievance. Tenure denotes the status of holding a nine month appointment on a continuing basis and shall be renewed annually unless terminated as provided by the terms of this Agreement.

5.1.1 Initial Appointment with Tenure

Initial appointments may be made with tenure. If an initial appointment includes the award of tenure and faculty rank, Bargaining Unit Members in the academic unit of the locus of tenure will have the opportunity to review the award of tenure.

An initial appointment with tenure may be made at less than 100 percent, but must be more than 50 percent, of FTE status.

The Bargaining Unit Member's percent of FTE status can only be increased or decreased with the consent of the Bargaining Unit Member and the approval of the chancellor with the recommendation from the provost and appropriate dean or campus executive.

5.1.2 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 and subsequent appointment letters. 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 must be more than 50 percent, of FTE status.

The Bargaining Unit Member's percent of FTE status can only be increased or decreased with the consent of the Bargaining Unit Member and the approval of the chancellor with the recommendation from the provost and appropriate dean or campus executive.

5.1.3 Non-tenure Track Appointment

A non-tenure track appointment may be made at less than 100 percent, but must be more than 50 percent, of FTE status, for a specific length of time.

A non-tenure track appointment shall not lead to consideration for tenure. Time spent in a non-tenure track appointment shall not count in the calculation of the time for promotion or mandatory review for tenure in any subsequent tenure track appointment, except as otherwise agreed to in writing at the time of hire into a tenure-track position.

Non-tenure track appointments may be made for a period up to three years. Non-tenure track appointments shall expire at the end of the specified period of appointment, unless renewed or provided notice in accordance with this Agreement. In addition to provisions for termination provided in this Agreement, a non-tenure track appointment may be terminated early if the terms of the workload agreement (WLA) are not fulfilled, if the duration of the funded activity has expired, or if the program has been discontinued or reduced.

5.1.4 Appointment Duration

A Bargaining Unit Member's base appointment shall be for the academic year as determined by the university or for an alternative nine month period. A nine month appointment may be extended by up to three months at the discretion of the university and agreement of the Bargaining Unit Member. An extension does not modify the tenured or tenure-track base appointment period of nine months. Bargaining Unit Members and deans or directors may mutually agree to an alternative nine month appointment period.

5.1.5 Changing Full-Time Equivalent Status for Tenured Bargaining Unit Members

A tenured appointment may be made at less than 100 percent, but must be more than 50 percent, of full-time equivalent (FTE) status. The Bargaining Unit Member's percent of FTE status can only be increased or decreased with the consent of the Bargaining Unit Member and the approval of the chancellor with the recommendation from the provost and appropriate dean or director (i.e. campus executive).

5.1.6 Method of Appointment

All appointments shall be made under the authority of the University President and with the concurrence of a university's chancellor and provost.

5.1.7 Professional and Ethical Standards

Bargaining Unit Members have a responsibility to maintain high standards of ethical behavior and professional performance and conduct. At a minimum, these standards include:

- those specified in the letter of appointment.
- ethical obligations imparted by a discipline or profession, e.g., nursing code of ethics.
- AS 14.20.370-510 to include 20 AAC 10.020, *Code of Ethics and Teaching Standards*.

5.2 Workload Agreement

- A. The WLA defines the activities a Bargaining Unit Member is expected to perform to meet the requirements of the appointment letter. The assignment of an upper division course or courses is permitted, provided that the Bargaining Unit Member and appropriate university administrator agree to the assignment and such agreement is reduced to writing using Appendix B.
- B. With regard to Appendix B, the University and the Union acknowledge and agree that the matter of the Alaska Labor Relations Agency (ALRA) case number 08-1537-UC has been decided by the ALRA. Furthermore, the parties acknowledge and agree that the ALRA decision is pending adjudication in Superior Court, State of Alaska. If the Superior Court upholds the decision of the ALRA Appendix B becomes moot, its use will cease, and prior use held irrelevant. The parties furthermore agree that issues regarding the professional assignment, as it relates to Appendix B, shall be considered unresolved and this Agreement shall not be construed to cause any detriment to arguments in related administrative or judicial proceedings.
- C. The Bargaining Unit Member's WLA is assigned by their dean, director or designee; this is a management right. However, the WLA determination procedure must be consistent with this Agreement.
- D. A Bargaining Unit Member's WLA may be a bipartite or tripartite combination of teaching, scholarship (which may include research or creative activity) and service.

1. Teaching:

Activities that may be included under teaching on the WLA:

- Classroom, studio, laboratory, clinical and distance delivery instruction or combination thereof in regular academic courses with assigned contact hours;
- Development and coordination of special undergraduate seminars;
- Preparation of class materials;
- Course development or major revision to existing curriculum;
- Academic advising of students;
- Supervision of student mentorships (e.g., internships, practicums and teaching assistants);
- Supervision of directed study through individualized courses;
- Non-credit educational programs on-campus or elsewhere;
- Other activities benefitting students' academic development.

2. Service:

Service activities are those which derive from the Bargaining Unit Member's academic professional expertise and which further the interests or prestige of the

University. Service may include any combination of public, university or professional service:

- a. Public service: in organized, unpaid, educational and consultative activities which devolve from a Bargaining Unit Member's academic professional expertise and that further the interests or prestige of the university.
- b. University service: as department chair, program director, or faculty senate member; on administrative and governance, department, college, school or university committees; and other tasks as deemed necessary by the university.

Union work listed on WLAs shall be limited to:

- accounting for Bargaining Unit Member effort bought out by the Union.
- documenting the effort of a Bargaining Unit Member who serves as a member of a university appeals board, of the university disciplinary committee or of a university-administered, joint labor-management committee or task force as established by this Agreement, and the UAFT Statewide Grievance Chair.
- each designated Union Campus Representative, through whom the university conducts official business, will receive service effort as detailed in Article 10.4.C. Other workload components will be adjusted so as not to incur an overload assignment.

No other Bargaining Unit Member activity in support of a labor organization will be included on a Bargaining Unit Member's WLA.

- c. Professional service: on journal, accreditation review, professional boards and committees, as an officer in a professional society; organizing, chairing or advising conferences, symposia, seminars, editing journals, books, special volumes of papers, and other similar activities.

3. Scholarship (creative activity, research):

Scholarship includes all professional activities leading to publication, performance or formal presentation in the Bargaining Unit Member's field. Activities that may be included under scholarship on the WLA:

- manuscript submission;
- grant technical reports;
- supervision of funded research projects;
- additions to a portfolio of creative works;
- other contributions appropriate to the Bargaining Unit Member's field.

- E. Bargaining Unit Members shall be responsible for thirty workload units per academic year or alternate nine month period. Workload components may vary from semester to semester, and/or contract period to contract period. Such changes may reflect differences

across teaching, scholarship and service responsibilities, according to programmatic needs and individual opportunities.

- Bipartite Assignment is a two-part workload of teaching and service. It typically consists of twelve workload units of teaching or equivalent instructional activity and three workload units of service each semester.
- Tripartite Assignment is a three-part workload of teaching, service and scholarship. It typically consists of nine workload units teaching or equivalent instructional activity and the remainder (six workload units) distributed between scholarship and service each semester. Tripartite assignments that include sponsored activities shall be consistent with sponsor requirements, research objectives, programmatic needs, and the university missions and goals.

F. Workload Agreement Determination Procedure

1. The specific composition of the Bargaining Unit Member's professional duties and responsibilities for each assignment period will be determined by the appropriate university administrator after consultation with the department/program chair and the Bargaining Unit Member.

In determining a Bargaining Unit Member's workload, consideration may include, but is not limited to:

- mission and goals of the academic unit;
 - criteria developed for the evaluation and promotion of Bargaining Unit Members;
 - program needs and priorities;
 - the level, duration, and mode of delivery of a particular workload activity;
 - the requirements of externally funded activities;
 - historical workloads;
 - the extent to which an assignment requires extended contact hours.
2. Bargaining Unit Members will prepare a written WLA proposal for each semester of the next appointment period or other specified time period, in consultation with a program coordinator or other appropriate administrator. The proposed WLA will be completed and submitted to the appropriate administrator by April 2 or at least forty days prior to the end of the current contract period if on an alternate academic year appointment.
 3. The dean, director or designee shall notify Bargaining Unit Members of their WLA for the next contract period by May 1 or at least ten working days prior to the end of the current contract period if on an alternate academic year appointment.
 4. The dean, director or designee will advise the Bargaining Unit Member in the event of a change to the assigned WLA as soon as practical. Any subsequent changes to the WLA require the Bargaining Unit Member to submit a WLA revision.

5. Bargaining Unit Members and deans or directors may agree to an alternative nine month appointment period.

G. Flexible Workload Assignments

Flexible WLAs provide the opportunity to distribute workloads between semesters.

Bargaining Unit Members may propose a flexible WLA. The university may approve the flexible WLA proposal.

A Bargaining Unit Member may agree to a WLA of up to 16 teaching workload units in one semester of an academic year without overload compensation, provided the teaching workload units are reduced commensurately in the other semester of the same academic year. Assignment of a flexible WLA in an academic year does not establish precedent.

5.3 Professional Responsibilities

Bargaining Unit Member's professional responsibilities include:

- establishing and maintaining reasonable and sufficient office hours;
- working collaboratively with colleagues;
- staying current in the subject matter and pedagogy;
- complying with health, safety and legal requirements;
- participating in traditional academic functions, e.g., convocation, faculty meetings and graduation.

5.4 Professional Improvement

A Bargaining Unit Member may attend professional conferences, meetings, seminars, or workshops during the academic year. Prior written approval from the dean, director or designee is necessary when:

- an absence coincides with teaching or professional responsibilities.
- an authorized expense reimbursement is being requested. A Bargaining Unit Member's failure to obtain prior approval for travel and expense authorization forfeits expense reimbursement.
- on travel status in your capacity as a university employee.

5.5 Sabbatical

A. Purpose

The objective of a sabbatical leave is to increase the Bargaining Unit Member's value to the university and thereby enrich and improve its programs. A sabbatical leave may be granted for study, formal education, research and other scholarly and creative activity, or other experience of professional value.

B. Policy

Sabbatical requests from Bargaining Unit Members with academic rank will be considered consistent with BOR Policy P04.04.060.

ARTICLE 6

Evaluation, Promotion, Tenure and Termination

6.1 Evaluation

Bargaining Unit Members shall be evaluated regularly and in writing in accordance with this Agreement. The University and the Union agree that evaluation policies in which decisions are made within universities are desirable.

Evaluations shall appraise the extent to which each Bargaining Unit Member has met the workload agreement (WLA), the extent to which the Bargaining Unit Member's professional growth and development has proceeded, and the prospects for the Bargaining Unit Member's continued professional growth and development. Evaluations shall also identify changes, if any, in emphasis required for promotion, tenure, and continued professional growth and may result in the initiation of processes to improve performance. Each university's guidelines, rules, policies and procedures shall identify processes available to assist Bargaining Unit Members in the improvement of performance.

All reviewers have an ethical responsibility to maintain the confidentiality of evaluation materials. Breaches of confidentiality by a Bargaining Unit Member will be subject to discipline as outlined in this Agreement. The Union may initiate a grievance on breaches of confidentiality related to this Article.

Timelines in this Article may be extended by mutual written consent of the parties.

Evaluation decisions are subject to the Appeals Process of this Agreement. Evaluation decisions, other than procedural disputes, are not subject to the grievance process in this Agreement.

6.1.1 Types of Evaluation Files

Bargaining Unit Members evaluation files described in this Agreement are the sole resource upon which evaluation reviews are based.

Evaluation files are as follows:

A. Annual Activity File

The File contains:

1. Initial material included by the Bargaining Unit Member:
 - a. Current curriculum vitae (CV).
 - b. Annual activity report that includes a brief self-evaluation narrative.
 - c. Additional documentation at the discretion of the Bargaining Unit Member.

2. Materials included by the dean, director, or designee:
 - a. Written statement regarding the Bargaining Unit Member's performance.
 - b. Other materials from the Academic Record File or the Employee Personnel File that is pertinent to the evaluation. For every such addition, the dean, director or designee shall indicate why the material is relevant to the review.
3. Bargaining Unit Member's response to materials included by others.

B. Comprehensive Evaluation File

The File contains:

1. Initial material included by the Bargaining Unit Member:
 - a. Previous comprehensive review assessments, including Appeal Committee reviews, where applicable.
 - b. Current CV.
 - c. Annual WLAs for the period under review.
 - d. Annual Activity Files for the period under review.
 - e. Self-evaluation that summarizes the Bargaining Unit Member's teaching, service and accomplishments in other areas included in their workload agreement for the period under review.
 - f. When the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas.
 - g. Summarized student evaluations for each course for the years under review, where applicable.
 - h. Representative course syllabi for the period under review.
 - i. Verification of additional degrees, certificates, credentials, continuing education and college courses attained or renewed during the period under review.
 - j. Letters of support.
 - k. Other materials at the discretion of the Bargaining Unit Member, such as materials described in departmental, college or university guidelines.
2. Material included by other than the Bargaining Unit Member:
 - a. Written statement from the dean, director or designee regarding the Bargaining Unit Member's performance for the period under review.
 - b. From the dean, director or designee other materials from the Academic Record File or the Employee Personnel File that are pertinent to the evaluation. For every such addition, the dean, director or designee shall indicate why the material is relevant to the review.
 - c. Written statement from faculty review committee(s) regarding the Bargaining Unit Member's performance for the period under review.
 - d. Written statement from the provost regarding the Bargaining Unit Member's performance for the period under review.

3. Bargaining Unit Member's response to materials included by others.

C. Post Tenure Review File

The File contains:

1. Initial material included by the Bargaining Unit Member:
 - a. Previous post-tenure review assessment or last comprehensive evaluation, including Appeals Committee reviews, where applicable.
 - b. Current CV.
 - c. Annual WLAs for the period under review.
 - d. Annual Activity Files for the period under review.
 - e. Self-evaluation that summarizes the Bargaining Unit Member's teaching, service and accomplishments in other areas included in their workload agreement for the period under review.
 - f. When the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas.
 - g. Summarized student evaluations for the years under review, where applicable.
 - h. Other materials at the discretion of the Bargaining Unit Member, such as materials described in departmental, college or university guidelines.
2. Material included by other than the Bargaining Unit Member:
 - a. Written statement from the dean, director or designee regarding the Bargaining Unit Member's performance for the period under review.
 - b. From the dean, director or designee other materials from the Academic Record File or the Employee Personnel File that are pertinent to the evaluation. For every such addition, the dean, director or designee shall indicate why the material is relevant to the review.
 - c. Written statement from faculty review committee(s) regarding the Bargaining Unit Member's performance for the period under review.
 - d. Written statement from the provost regarding the Bargaining Unit Member's performance for the period under review.
3. Bargaining Unit Member's response to materials included by others.

6.1.2 Evaluation of Non-tenure Track, Returning Bargaining Unit Members

Not later than September 15 non-tenure track returning Bargaining Unit Members shall submit to the appropriate dean, director, or designee an Annual Activity File. The dean, director or designee may consider additional information contained within the Bargaining Unit Member's Academic Record File when writing their annual review, and include such information in the Annual Activity File. The dean, director, or designee will provide by February 15 a brief written statement regarding the sufficiency of the Bargaining Unit Member's performance in response to their Annual Activity File.

6.1.3 Evaluation of Tenure Track Bargaining Unit Members

Tenure track Bargaining Unit Members will be reviewed annually by their dean, director or designee. Comprehensive reviews will occur during the fourth year (progress towards tenure) and when applying for tenure or promotion.

A. Annual Review

Not later than September 15 Bargaining Unit Members will submit an Annual Activity File. Evaluation of tenure track Bargaining Unit Members shall be conducted annually by the dean, director or designee. The dean, director or designee may consider additional information contained within the Bargaining Unit Member's Academic Record File when writing their annual review, and include such information in the Annual Activity File. The dean, director, or designee will provide by January 5 a brief written statement regarding the sufficiency of the Bargaining Unit Member's performance in response to their Annual Activity File.

B. Fourth-Year Comprehensive Review (Progression Toward Tenure Review)

The purpose of the fourth year comprehensive review is to assess progress toward tenure and meeting performance expectations.

Not later than September 15 tenure track Bargaining Unit Members will prepare and submit a Comprehensive Evaluation File as defined in this Article.

During the fourth year of a tenure track appointment the Bargaining Unit Member shall receive a comprehensive and diagnostic review by peer review committee(s), dean and/or director or designee(s) and provost in accordance with the procedures for evaluation in this Article.

A Bargaining Unit Member who commences a fourth-year comprehensive review cannot convert to a tenure review.

C. Evaluation for Tenure

Not later than September 15 tenure track Bargaining Unit Members will prepare and submit a Comprehensive Evaluation File as defined in this Article.

Bargaining Unit Members shall submit a file for consideration for tenure no later than their mandatory year of service as stated in their annual appointment letter.

- Bargaining Unit Members initially hired as an Instructor or Assistant Professor shall submit a file for consideration for tenure no later than their seventh year of service.
- Bargaining Unit Members initially hired as an Associate Professor shall submit a file for consideration for tenure no later than their fourth year of service.

- Bargaining Unit Members initially hired as a Professor shall submit a file for consideration for tenure no later than their second year of service.

Untenured Bargaining Unit Members shall be evaluated for tenure in accordance with the terms and conditions of appointment and the procedures for evaluation provided in this Article.

1. Denial of Tenure

A Bargaining Unit Member 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 Bargaining Unit Member may continue to serve as a tenure track Bargaining Unit Member but may not stand again for tenure prior to the mandatory year of review.

A Bargaining Unit Member denied tenure in the mandatory year of review is offered a terminal, one academic year appointment, or alternative nine month period, or separation at the financial equivalent of wages. That decision is at the discretion of the University. Following denial of tenure, appeals shall be processed in accordance with this Article.

2. Withdrawal of Tenure Application

A Bargaining Unit Member may withdraw a tenure application from consideration at any step in the process prior to review by the chancellor. However, the file must proceed when the review is mandatory.

3. Dispute Resolution

The Bargaining Unit Member may appeal the decision of the chancellor through the Appeals Process as provided in this Article. As an alternative, the Appeals Process may be initiated following the provost's recommendation. The Bargaining Unit Member can appeal only once in any one evaluation process.

6.1.4 Evaluation for Promotion of Tenure Track and Tenured Bargaining Unit Members

Bargaining Unit Members eligible for promotion will prepare and submit a Comprehensive Evaluation File as defined in this Article by September 15. Tenure track and tenured Bargaining Unit Members are evaluated using procedures in this Article.

A. Promotion to Associate Professor

Tenure track Bargaining Unit Members undergoing review for promotion to Associate Professor shall also be reviewed for tenure. Promotion to Associate Professor shall not be made without prior or simultaneous award of tenure.

B. Denial of Promotion

If the chancellor decides to deny promotion, the Bargaining Unit Member shall retain their current academic rank. A Bargaining Unit Member denied promotion may not reapply for promotion for at least one year from the date of the chancellor's decision.

C. Withdrawal of Promotion Application

A Bargaining Unit Member may withdraw a promotion application from consideration at any step in the process prior to review by the chancellor. However, the file must proceed when the review is mandatory.

D. Dispute Resolution

The Bargaining Unit Member may appeal the decision of the chancellor through the Appeals Process as provided in this Article. As an alternative, the Appeals Process may be initiated following the provost's recommendation. The Bargaining Unit Member can appeal only once in any one evaluation process.

6.1.5 Post-Tenure Review

The post-tenure review process is a formative rather than a summative process of faculty evaluation, focused on faculty development. The process will review and encourage ongoing development, scholarship, and productivity, including feedback concerning progress toward promotion where applicable.

A. Annual Review

Not later than September 15 of each year tenured Bargaining Unit Members will prepare and submit to the appropriate dean, director or designee an Annual Activity File. The dean, director or designee may consider additional information contained within the Bargaining Unit Member's Academic Record File when writing their annual review, and include such information in the Annual Activity File. The dean, director or designee will provide a brief written statement regarding the sufficiency of the Bargaining Unit Member's performance in response to the Annual Activity File by January 5.

B. Comprehensive Post-Tenure Review Process

Once every five years, tenured Bargaining Unit Members will prepare and submit a comprehensive post-tenure review file to the appropriate dean, director or designee.

A post-tenure review is satisfactory if it concludes that during the period under review the Bargaining Unit Member's performance has met expectations appropriate to his or her current rank as defined by the evaluation criteria in place for the Bargaining Unit Member's university, college, and discipline. These evaluations shall be conducted in accordance with the procedures set forth in this Article as follows:

1. Not later than September 15 Bargaining Unit Members submit their post tenure review file to the appropriate dean, director or designee.
2. Not later than November 4 the dean, director or designee completes their review.

The dean, director or designee may consider additional information contained within the Bargaining Unit Member's Academic Record File when writing their annual review, and include such information in the File. Review shall be copied to the Bargaining Unit Member and added to the Post-Tenure Review File.

- a. If the evaluation is satisfactory, the review is complete and proceeds no further.
- b. If the evaluation is unsatisfactory, the Bargaining Unit Member may request further review by a university-wide faculty review committee and the provost through the Comprehensive Evaluation procedures detailed in this Article.

Bargaining Unit Members who receive an unsatisfactory post-tenure review shall produce a professional development plan, by the start of the next appointment period. The professional development plan must be approved by the dean, director, or designee, and identify specific objectives, outcomes and timelines. Not submitting a plan makes the Bargaining Unit Member subject to discipline.

A Bargaining Unit Member who receives an unsatisfactory post-tenure review will be required to submit an updated Post-Tenure Review File for review on the third anniversary from the time the last Post-Tenure Review File was submitted.

A Bargaining Unit Member who receives an unsatisfactory comprehensive post-tenure review by the provost is ineligible for market and merit salary adjustments. The Bargaining Unit Member will become eligible for market and merit salary adjustments following a satisfactory annual or comprehensive post-tenure review.

3. Not later than November 9 Bargaining Unit Members may submit a written response to the dean, director or designee's evaluation. The response will be added to the Post-Tenure Review File.
4. A scheduled comprehensive review will occur during the fifth anniversary of the Bargaining Unit Member's most recent submission for comprehensive or post-tenure review. At any time prior to a scheduled evaluation, the Bargaining Unit Member's dean, director, or designee may, as a result of annual evaluations, initiate the post-tenure comprehensive review process. A Bargaining Unit Member undergoing a post-tenure review off schedule shall be notified no later than April 30. The off-schedule review will begin September 15 and follow the process as defined in this Article. A post-tenure comprehensive review will be conducted upon the written request of a Bargaining Unit Member.
5. Dispute Resolution

The Bargaining Unit Member may appeal the decision of the chancellor through the Appeals Process as provided in this Article. As an alternative, the Appeals

Process may be initiated following the provost's recommendation. The Bargaining Unit Member can appeal only once in any one evaluation process.

6.1.6 Comprehensive Evaluation Procedures

Evaluation of Bargaining Unit Members for comprehensive fourth-year review (progression towards tenure review), promotion, or tenure shall be conducted following the procedures provided below.

A. A Bargaining Unit Member who plans to stand for tenure in other than their mandatory year and/or promotion in the next academic year must advise the dean, director, or designee of their intent in writing by the end of the current appointment period.

B. Timeline and Steps for UAF and UAA. Each date refers to a "not later than" date:

September 15: The Bargaining Unit Member submits a Comprehensive Evaluation File (the File) to their dean, director or designee.

September 26: Any materials from the Academic Review File or the Employee Personnel File that are pertinent to the evaluation must be added to the file by this date. For every such addition, the dean, director or designee shall indicate why the material is relevant to the review. The Bargaining Unit Member is copied on any additions.

October 1: The Bargaining Unit Member may submit a written response to the dean or director regarding the additional materials. This response will be added to the File.

September 26: At extended sites or community campuses, the director (i.e. campus executive) includes his/her review and recommendation in the File; Bargaining Unit Member is copied. Director sends the File to the appropriate dean.

October 1: At extended sites or community campuses the Bargaining Unit Member may submit a written response to the dean regarding the director review and recommendation. This response will be added to the File.

November 4: The review and recommendation of a faculty peer review committee shall be provided to the dean, with a copy to the Bargaining Unit Member.

November 9: The Bargaining Unit Member may submit a written response to the dean regarding the recommendation of the faculty peer review committee. The response will be added to the File.

December 15: The review and recommendation of the dean shall be provided to the provost, with a copy to the Bargaining Unit Member.

- December 20: The Bargaining Unit Member may submit a written response to the provost regarding the recommendation of the dean. This response will be added to the File.
- February 14: The review and recommendation of the University-wide Faculty Evaluation Committee shall be provided to the provost, with a copy to the Bargaining Unit Member.
- February 19: The Bargaining Unit Member may submit a written response to the provost regarding the recommendation of the University-wide Faculty Evaluation Committee. This response will be added to the File.
- March 30: For tenure and promotion decisions, the review and recommendation of the provost shall be provided to the chancellor, with a copy to the Bargaining Unit Member. For fourth year comprehensive reviews, the provost's recommendation shall be copied to the Bargaining Unit Member.
- April 5: The Bargaining Unit Member may submit a written response to the chancellor regarding the recommendation of the provost. The response will be added to the File.
- May 1: The chancellor notifies the Bargaining Unit Member of his/her review decision. The chancellor's notification will be written, and, in cases where the Bargaining Unit Member is on leave, the notification will be sent via certified mail. A copy will be forwarded to the provost's office for inclusion in the File.
- May 6: Deadline for the Bargaining Unit Member to appeal the decision of the chancellor in accordance with this Article.

C. Timeline and Steps for UAS. Each date refers to a "not later than" date:

- September 15: The Bargaining Unit Member submits a Comprehensive Evaluation File (the File) to their dean or director or his/her designee.
- November 15: The dean or director may add any materials from the Academic Review File or the Employee Personnel File that are pertinent to the evaluation by this date. For every such addition, the dean or director shall indicate why the material is relevant to the review. The review and recommendation of the dean or director or his/her designee shall be provided to the provost, with a copy to the Bargaining Unit Member.
- November 20: The Bargaining Unit Member may submit a written response to the provost regarding the recommendation of the dean or director and any added materials. This response will be added to the File.
- February 14: The review and recommendation of the UAFT Faculty Evaluation Committee shall be provided to the provost, with a copy to the Bargaining Unit Member.

- February 19: The Bargaining Unit Member may submit a written response to the provost regarding the recommendation of the UAFT Faculty Evaluation Committee. This response will be added to the File.
- March 30: For tenure and promotion decisions, the review and recommendation of the provost shall be provided to the chancellor, with a copy to the Bargaining Unit Member. For fourth year comprehensive reviews, the provost's recommendation shall be copied to the Bargaining Unit Member.
- April 5: The Bargaining Unit Member may submit a written response to the chancellor regarding the recommendation of the provost. This response will be added to the File.
- May 1: The chancellor notifies the Bargaining Unit Member of his/her review decision. The chancellor's notification will be written, and, in cases where the Bargaining Unit Member is on leave, the notification will be sent via certified mail. A copy will be forwarded to the provost's office for inclusion in the File.
- May 6: Deadline for the Bargaining Unit Member to appeal the decision of the chancellor in accordance with this Article.

D. Faculty evaluation committees shall be determined and will follow established guidelines in accordance with procedures established at each university. Any disagreement about committee composition shall be resolved by the provost.

E. After considering the recommendations of the faculty review committee(s), appropriate administrators, Appeals Committee (if applicable) and other files as defined in this Agreement, the chancellor has the discretion to award tenure or promote qualified Bargaining Unit Members.

6.2 Appeals Process

The Appeals Process is the sole and exclusive procedure to reconsider decisions of tenure, promotion or post-tenure review.

A. Appeals Request

Appeals must be submitted to the chancellor who will forward it on to the Faculty Evaluation Appeals Committee. All appeals must include the following:

1. a statement of the decision being appealed;
2. the reasons why the Bargaining Unit Member disagrees with the decision;
3. the remedy sought;

4. the name(s), academic unit(s), university, telephone number, and address at which the Bargaining Unit Member shall receive all correspondence related to the appeal.

B. Faculty Evaluation Appeals Committee Composition

The Faculty Evaluation Appeals Committee shall be formed at each university by the chancellor. The chancellor or chancellor's designee will meet and confer with the Union with regard to the composition of the Committee. The Committee will consist of three tenured UAFT Bargaining Unit Members, one of which shall be chair, and two university representatives, who have not participated as a reviewer at any previous level in the current academic year. A Bargaining Unit Member's participation on the Committee will qualify for inclusion in the service component of the Bargaining Unit Member's workload. To facilitate a timely appeals process, Bargaining Unit Member representatives for the upcoming academic year may be identified as part of the annual workload process.

C. Scope of the Faculty Evaluation Appeals Committee

The Committee shall be empowered to consider appeals in matters of promotion, tenure and post-tenure reviews. The material subject to review by the Committee shall be limited to the comprehensive review file or the information considered in the original decision, including all reviews and recommendations and Bargaining Unit Member responses. The Committee shall review the appellant's file and may hear testimony relating to the appeal from parties involved in the review process prior to rendering a majority recommendation.

The Committee may disagree with an appealed decision when, upon review of the entire record, the appealed decision is not reasonably supported by the evidence contained in the record.

D. Procedures of the Faculty Evaluation Appeals Committee

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

E. Recommendation of the Faculty Evaluation Appeals Committee

The Committee shall, within thirty days of the receipt of the appeals request from the chancellor, prepare a written recommendation addressing each issue included in the appeal. The Committee's recommendation shall be forwarded to the chancellor as the final recommendation on the appealed decision. Members of the Committee may concurrently submit a minority recommendation.

F. Timeline of the Appeals Process

1. Within thirty days of receipt of the appeal the Committee will forward a final recommendation to the chancellor.

2. Within twenty days of the receipt of the Committee's recommendation the chancellor shall render a decision. The chancellor may request a meeting with the entire Committee.

G. Decision by the Chancellor

Upon advance written notice to the chair of the Committee, the chancellor may meet with the Committee at any time after receiving its recommendation for the sole purpose of seeking clarification concerning the basis and implications of its recommendation.

The decision of the chancellor shall be rendered in writing within twenty days of the receipt of the Committee's recommendations. The chancellor's decision is final and binding and not subject to further review. Copies of the Committee's recommendations and the chancellor's decision shall be transmitted to the Bargaining Unit Member within ten working days of the chancellor's decision.

6.3 Tenure

Tenure is established to assure the academic community an environment that will nurture academic freedom by providing employment security. Tenure is a privilege awarded by the chancellor through the tenure review process. The responsibilities, rights, privileges, and eligibility of tenure is in accordance with University Policy (P04.04.045).

6.3.1 Locus of Tenure

Bargaining Unit Members shall be tenured within a discipline at a university within the University of Alaska. Bargaining Unit Members may transfer with tenure to another academic unit in the same or another university only upon the mutual agreement of the Bargaining Unit Member and the chancellor of the receiving university. For purposes of this Agreement, "discipline" shall be defined as the traditional academic field and recent teaching and scholarly record as demonstrated in workload agreements, annual activity reports, and evaluations.

6.3.2 Method of Appointment with Tenure

Tenure is a privilege awarded by the chancellor through the tenure review process. It is awarded only after careful consideration in accordance with the process set forth in this Article.

If an initial appointment includes the award of tenure and faculty rank, Bargaining Unit Members in the academic unit of the locus of tenure will have the opportunity to review the award of tenure.

6.3.3 Process for Award of Tenure

Tenure may be awarded only to faculty holding a tenure track appointment.

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

A. Years of Service Computation

All consecutive years of service shall be counted in the determination of the time of mandatory tenure review.

Years of service preceding a break in consecutive years of university employment may be counted only upon written agreement between the Bargaining Unit Member and the chancellor or chancellor's designee at the time of re-employment.

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

Periods of leave of absence or Family Medical Leave (FML) shall be included in the years of service calculation unless exception is requested in writing by the Bargaining Unit Member and approved by the chancellor or chancellor's designee. No more than two years may be excluded from counting toward the mandatory year of tenure review.

Parental leave may be a factor when calculating years of service for mandatory tenure review. At the beginning of parental leave Bargaining Unit Members will notify their dean or director in writing of intent to exclude one year from the years of service calculation. Bargaining Unit Members with multiple parental leaves are limited to a maximum exclusion of two years.

B. 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 Bargaining Unit Member may continue to serve as a tenure track Bargaining Unit Member but may not stand again for tenure prior to the mandatory year of review. The decision of the chancellor in this instance is final.

A Bargaining Unit Member must stand for tenure no later than the mandatory review year. If tenure is not awarded in the mandatory review year, the Bargaining Unit Member shall be offered a terminal appointment for one additional academic year, or alternative ninth month period, or separation at the financial equivalent. That decision is at the discretion of the university.

C. Rejection of Tenure

A Bargaining Unit Member who is offered tenure by a university pursuant to the terms of this Article, but who declines to accept it, may continue to be employed in a manner to be determined by the chancellor.

6.4 Termination of Appointment

Termination is the severance of the employment relationship of a Bargaining Unit Member which is based on a decision to discontinue an existing employment relationship. Bargaining Unit Members may be terminated under any of the conditions set out in this section.

6.4.1 Non-Retention of Tenure Track Bargaining Unit Members

Non-retention follows a decision not to continue the employment of a non-tenured Bargaining Unit Member in a tenure track position. The chancellor or the chancellor's designee will notify the faculty member of this decision in writing not less than:

- A. three months prior to the end of an appointment expiring at the end of a Bargaining Unit Member's first year of uninterrupted service within the university, but not later than March 1 for appointments ending in May, June, July or August;
- B. six months prior to the end of an appointment expiring after the completion of one, but not more than two, years of service within the university, but not later than December 15 for appointments ending in May, June, July or August;
- C. twelve months prior to the expiration of an appointment after two or more years of uninterrupted service within the university.

6.4.2 Failure to Receive Tenure

Following a decision not to award tenure in the mandatory year for tenure review, the Bargaining Unit Member will receive notice at least twelve months prior to the end of their year of final service.

6.4.3 Non-Renewal of Non-Tenure Track Bargaining Unit Members

Non-renewal follows a decision not to continue the employment of a non-tenure track Bargaining Unit Member. Written notification of termination shall be provided to the Bargaining Unit Member. Failure to provide notice as provided below shall not result in renewal of appointment. If notice is provided after the dates prescribed below, the university must pay the Bargaining Unit Member for the work days in the notice period in lieu of notice. The following schedule of notification shall be based upon consecutive years

of uninterrupted service as a non-tenure track Bargaining Unit Member within the university.

- A. Within the first two years, regardless of contract extensions, the Bargaining Unit Member shall be notified no later than the expiration of the appointment.
- B. From the third through the sixth years, regardless of contract extensions, the Bargaining Unit Member shall be notified not less than forty-five days prior to the expiration of the appointment.
- C. After seven years, the Bargaining Unit Member shall be notified not less than ninety days prior to the expiration of the appointment.
- D. Nevertheless, Bargaining Unit Members may be terminated pursuant to the terms of their appointment letter or this provision. However, in no event will any required notice exceed the duration of the project, grant, contract or specific end date in the appointment letter.

6.4.4 Retirement

Bargaining Unit Members planning to retire are expected to provide ninety days written notice to their supervisor prior to the anticipated retirement date.

6.4.5 Resignation

The Bargaining Unit Member intending to resign from employment with the university shall submit a written notice of resignation. Written notice is expected to be provided at least ninety days prior to the resignation date to allow for an orderly transition.

6.4.6 Discontinuance of Program

When a decision is made to discontinue a program following program review as specified in BOR Policy and University Regulation R10.06.010, a good faith effort must be made to place tenured Bargaining Unit Members in another program where appropriate. The chancellor or the chancellor's designee will notify each Bargaining Unit Member of the decision to terminate employment in writing not less than:

- A. Three months prior to the end of the academic or fiscal year of a Bargaining Unit Member's first year of uninterrupted service within the university, but not later than March 1 for appointments ending in May, June, July or August.
- B. Six months prior to the end of the academic or fiscal year after the completion by a Bargaining Unit Member of one, but not more than two, years of service within the university, but not later than December 15 for appointments ending in May, June, July or August.
- C. Twelve months prior to the end of the academic or fiscal year after two or more years

of uninterrupted service within the university.

- D. Should the program be reactivated within two years, a tenured Bargaining Unit Member shall be invited to return to the program faculty. The Bargaining Unit Member must notify the university in writing of the decision to decline or accept within thirty days of receipt of the invitation.
- E. Bargaining Unit Members on term contracts may be terminated pursuant to the terms of their appointment letter or this provision. However, in no event will any required notice exceed the duration of the project, grant, contract or specific end date in the appointment letter.

6.4.7 Reduction in Program

When a decision is made to reduce a program following program review under BOR Policy and University Regulation R10.06.010 a good faith effort must be made to retain tenured faculty in preference to non-tenured Bargaining Unit Members, or to place tenured faculty in another program where appropriate. The chancellor or chancellor's designee will notify each Bargaining Unit Member of the decision to terminate employment in writing not less than:

- A. Three months prior to the end of the academic or fiscal year of a Bargaining Unit Member's first year of uninterrupted service within the university, but not later than March 1 for appointments ending in May, June, July or August.
- B. Six months prior to the end of the academic or fiscal year after the completion by a Bargaining Unit Member of one, but not more than two, years of service within the university, but not later than December 15 for appointments ending in May, June, July or August.
- C. Twelve months prior to the end of the academic or fiscal year after two or more years of uninterrupted service within the university.
- D. Should the program be expanded within two years, tenured faculty shall be invited to return to the program. The individual has thirty days to decline or accept the invitation in writing.
- E. Bargaining Unit Members on term contracts may be terminated pursuant to the terms of their appointment letter or this provision. However, in no event will any required notice exceed the duration of the project, grant, contract or specific end date in the appointment letter.

6.4.8 Financial Exigency

Following a declaration of financial exigency under BOR Policy P04.09 and related University regulation, Bargaining Unit Members are entitled to a minimum of sixty days notice in advance of the end of their employment. Bargaining Unit Members on

term contracts may be terminated pursuant to the terms of their appointment letter or this provision, but in no event will any required notice exceed the duration of the project, grant, contract or specific end date in the appointment letter.

6.4.9 Just Cause

Any Bargaining Unit Member may be dismissed for just cause. Just cause shall include, but not be limited to: incompetence, neglect of duty, failure to perform assignment, insubordination, unprofessional conduct, or other conduct or condition that interferes substantially with the continued performance of duties. Bargaining Unit Members may be placed on investigatory leave with pay as determined by the University. Investigatory leave is not discipline.

6.4.10 The Union Notice

The University shall provide the Union written notice of all terminations or non-retentions concurrent with the written notice to the Bargaining Unit Member.

ARTICLE 7

Working Conditions

7.1 Health and Safety

- A. Protecting work areas and preventing accidents are continuing and integral parts of the University's everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees. The employees 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 and training. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no Bargaining Unit Member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.
- B. Any Bargaining Unit Member who is injured or who is involved in an accident during the course of his/her employment, no matter how slight the injury, shall file an accident report with his/her dean, director, or designee, as soon as possible after the injury or accident and prior to the end of the workday, whenever possible.
- C. The University agrees to assess any unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported to the Bargaining Unit Member(s) who reported the conditions and to the Union.
- D. The University will make available to Bargaining Unit Members information necessary to comply with applicable local, state, and federal laws governing occupational safety and health.
- E. The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. Bargaining Unit Members agree to use such equipment properly and as directed by the University to prevent injury and accidents.
- F. A Bargaining Unit Member shall not be required to operate University equipment which does not conform to local, state or federal safety requirements.

7.2 Other Required Training

Bargaining Unit Members shall participate in training as required by state or federal law and other training as required by the dean, director or designee.

7.3 Bargaining Unit Member Office Hours for Student Contact

Bargaining Unit Members shall establish, post, and maintain sufficient office hours that meet the educational and programmatic needs of students. Office hours may include a

variety of modalities. The Bargaining Unit Member shall submit their office hours to their dean, director or designee.

7.4 Bargaining Unit Member Participation in the Scholarly Community

Bargaining Unit Members shall attend convocation, graduation, regularly scheduled faculty meetings, and other university activities during the term of appointment.

7.5 Bargaining Unit Member Offices

University office space will be assigned in a fair, nondiscriminatory manner which supports the Bargaining Unit Member's ability to meet workload expectations and legal obligations.

7.6 Assignments Requiring Use of Personal Vehicle or Travel

- A. Bargaining Unit Members shall be eligible for reimbursement of mileage expenses incurred while using a personal vehicle on approved university business in accordance with applicable provisions of University Regulation.
- B. Bargaining Unit Members incurring authorized expenses while traveling on approved university business shall be reimbursed in accordance with applicable provisions of University Regulation.
- C. Bargaining Unit Members required to travel between work stations that are a distance of one-fourth mile or more apart shall be provided with at least thirty minutes of travel time.

7.7 Relocations Requiring a Household Move

The university shall give at least five months advance notice to any Bargaining Unit Member whom it intends to relocate. No Bargaining Unit Member shall be relocated, requiring a household move, during the term of appointment without the Bargaining Unit Member's consent. When the university relocates a Bargaining Unit Member, the Member shall be reimbursed for moving expenses in an amount up to one month's salary at the current rate of pay.

7.8 Outside Activities

Bargaining Unit Members who engage in outside activities that fall outside of the scope of their university assignment must comply with applicable provisions of BOR Policy and University Regulation (P04.10.010) and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 *et seq.*

It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the employee's regular University duties; and provided the

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

ARTICLE 8

Salaries and Benefits

8.1 Salary Minimums

All Bargaining Unit Members shall be paid at least the minimum base academic year salary as provided below.

Rank	Minimum/Year
Instructor	\$40,000
Assistant	\$45,000
Associate	\$55,000
Professor	\$63,000

8.2 Initial Placement

The initial rank, type of appointment, and base academic year salary shall be established by the University's hiring authority. The University will make initial nine month salary offers for new Bargaining Unit Members using competitive market comparators.

8.3 Subsequent Appointments

Subsequent appointments shall be determined by the University. Rank, appointment, and salary shall be based on the needs of the institution, the Bargaining Unit Member's education, experience, and prevailing market conditions as provided in Regents Policy and/or University Regulation.

8.4 Annual Salary Increases: Across the Board (ATB):

- A. Effective with the first full pay period after July 1, 2015, the University shall increase the full-time nine month base salary of returning Bargaining Unit Members by two percent. Bargaining Unit Members working less than full-time will receive a prorated amount.
- B. Effective with the first full pay period after July 1, 2016, the University shall increase the full-time nine month base salary of returning Bargaining Unit Members by two percent. Bargaining Unit Members working less than full-time will receive a prorated amount.
- C. Effective with the first full pay period after July 1, 2017, the University shall increase the full-time nine month base salary of returning Bargaining Unit Members by

two percent. Bargaining Unit Members working less than full-time will receive a prorated amount.

8.5 Lump Sum Award

Each eligible Bargaining Unit Member will receive a lump sum award of \$900 in each year of the contract coincident with the annual salary increase. The lump sum award does not increase base salary. Eligible Bargaining Unit Members must have worked the full, prior academic year for the lump sum award.

The lump sum is subject to authorized payroll withholdings.

8.6 Promotion Salary Increases

In the year of promotion in rank, a Bargaining Unit Member shall receive a ten percent increase in current nine month base salary, in addition to all other nine month base salary adjustments. The increase in nine month base salary shall be effective the first full pay period after July 1, following the Bargaining Unit Member's promotion.

8.7 Market Salary Increases

The University shall make available 0.5% for market salary adjustment during the second year covered by the Agreement.

A. A Labor Management Committee (LMC) for Market Salary Adjustments may be convened during the fall semester of the second year of this agreement. If convened, the LMC will meet and confer about salary information. The LMC may determine relevant data factors and procedures for distribution of market adjustments using salary comparator market data (CUPA 2 year/CUPA 4 year) appropriate to each Bargaining Unit Member. During the first fall meeting, LMC members will determine mutually acceptable times and places for future meetings.

The parties may each select up to three participants to serve on this committee. The LMC will complete its work no later than April 30 of the year where market increases are provided.

B. The market pool available for increases will be calculated on the total nine month base payroll of Bargaining Unit Members in the bargaining unit as of March 1 in the first year of the Agreement. Market increases will be applied to the nine month base salaries effective the first full payroll period after July 1 of the second year of the Agreement.

C. Individual market adjustments will be made according to each Bargaining Unit Member's equiproportional share of the market pool. Each Bargaining Unit Member's negative residual will be calculated after the ATB adjustments have been applied. No distribution will be made in excess of a Bargaining Unit Member's full negative residual; and no distributions will be made if the amount of the residual is less than

\$100. No Bargaining Unit Member shall receive more than \$5,000 in market adjustments.

The distribution of residual market funds shall be added to the professional development funds provided by Article 10.

8.8 Merit Bonus

In addition to the nine month base salary adjustments in this agreement, each provost may, at his or her sole discretion, award nonrecurring merit bonuses to Bargaining Unit Members for extraordinary performance far beyond expectations. All decisions made pursuant to this Article are not subject to grievance.

The University shall provide written notice of recipients of merit bonuses to UAFT within 30 working days after the fiscal year ends. The written notice shall include the name of the Bargaining Unit Member, a description of the extraordinary performance and the amount of the merit bonus award.

8.9 Merit Pay Adjustments

Merit pay adjustments to base salary may be awarded to Bargaining Unit Members for sustained exemplary performance.

8.9.1 Merit Pay Criteria

Criteria for such adjustments may include:

- high level of instructional effectiveness.
- quality of student evaluations.
- quality of innovative distance education.
- exemplary service to the state, university community, or the profession.
- number and quality of scholarly publications.
- creativity in artistic works.
- success in securing externally funded grants, contracts or awards.
- significant collaborations and mutually beneficial partnerships across university units or with business, government, or community.

8.9.2 Post-Tenure Merit Adjustments

A Bargaining Unit Member may qualify for a merit adjustment to base salary as a possible outcome from a post-tenure review process at the sole discretion of the provost. Award of post-tenure adjustment is not subject to the grievance process under Article 4.

8.9.3 Non-Tenure Track Merit Adjustments

A non-tenure track Bargaining Unit Member may qualify for a merit adjustment to base salary based on rules and procedures at each university.

8.10 Overload Assignments

A workload in excess of thirty workload units per academic year or alternative nine-month base appointment shall constitute an overload. Overloads shall not be assigned without consent of the individual Bargaining Unit Member and failure to consent shall not be used as a cause for an unsatisfactory annual review or non-retention. Bargaining Unit Members who accept overload assignments remain fully accountable for fulfilling all nine-month base appointment responsibilities. Overloads may be assigned as follows:

1. Instructional Overload Assignments are additional instructional assignments beyond the Bargaining Unit Member's nine-month base appointment.
2. Other Overload Assignments are additional non-instructional efforts beyond the Bargaining Unit Member's nine-month base appointment period.
3. Overload compensation is paid at a minimum rate of \$1,500 per credit hour or equivalent effort.

8.11 Summer Appointments

Summer appointments may be made for summer session instruction or other activities.

1. Summer Session Instructional Assignments: Salary provided to regular Bargaining Unit Members with an academic year appointment for summer session instruction may range from a minimum of \$1,500 per credit hour to a maximum rate set proportional to the Unit Member's base academic year salary. In no event shall the total per credit amount paid to a Bargaining Unit Member exceed the proportional amount of the Bargaining Unit Member's base academic year salary.
2. Summer Assignments for other activities. Bargaining Unit Members holding an academic year appointment and employed in the summer for other than instructional purposes may receive up to one-ninth of the academic base salary for each month of such assignment, up to a maximum of one-third for the base academic year salary for a full-time three-month assignment. Part-time effort which extends over the three months shall be pro-rated proportionally.

8.12 Department Chair Assignments

Assignment as department chair shall be compensated by at least one of the following options at the sole discretion of the dean or director:

1. Release from three workload units per academic year.
2. A payment of up to \$6,000 distributed either as a one-time lump sum payment at the end of the academic year in which the Bargaining 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.

8.13 Geographic Differential

Geographic differentials for Bargaining Unit Members will follow Board of Regents Policy P04.05.060 and University Regulation R04.05.060. Unit Members must reside and work in the assigned geographic location in order to be eligible for any geographic differential.

8.14 Health Insurance

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

B. UA Choice

1. The current UA Choice Plan shall be the health plan available to covered employees. The UA Choice Plan is a defined contribution plan with multiple coverage options, prospective employee charges, and a plan year based on a fiscal year. The defined contribution nature of the UA Choice Plan shall be preserved.
2. The University in good faith annually will establish an employee charge for each coverage option offered under the UA Choice Plan. Option charges shall be the same for all University employees selecting a coverage option. In establishing the charges the University shall consider prior year under and over collections related to the UA Choice Plan, consult with its benefits consultant and claims administrator, and will meet and discuss alternatives with the Joint Health Care Committee. Option charges will be collected on a fiscal year basis, and are not subject to negotiation.
3. 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.
4. The Union and the University agree to participate in the Joint Health Care Committee (JHCC) with other union-represented and non-represented UA employee groups, to review health benefits and to investigate, study and design possible solutions to rising health care costs and other mutual problems. The JHCC shall be advisory in nature. This committee shall meet at least monthly. Topics may include, but are not limited to, wellness programs, plan design, eligibility, cost containment, number and quality of benefits provided, deductibles, application of prior years' under and over-collections, preferred provider programs, competitiveness among providers, standardization of benefit design, utilization, promotion, and cost, and options designed to enhance benefit options while containing costs. Any proposed changes in coverage including out-of-pocket expenses (deductible, copay, coinsurance, and out of pocket maximum) to be implemented during the term of this agreement will be presented to the JHCC for review and recommendation. The University will not adopt changes suggested by this committee that would:
 - a. result in a violation of established laws or regulations;

- b. alter the administration or management of health care benefits;
- c. result in a projected cost increase to the University, in any year unless the parties agree by Memorandum of Agreement;
- d. be detrimental to the financial interests of the University, as determined by the President.

The JHCC will be comprised of up to three representatives selected by the Union and up to three members selected by each of the other union-represented employee groups; up to two representatives selected by Staff Alliance; and up to three representatives selected by the University. A quorum for meetings shall require greater than fifty percent of voting committee members.

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

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

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

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

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

The University will consider for implementation committee recommendations that are consistent with the purpose of the committee. The Chief Human Resources Officer (CHRO) may determine that the best interests of the University, its employees or the health care plan would not be served by accepting the recommendation. In those cases where the CHRO does not accept the committee's recommendation, the CHRO shall set forth in writing the reasons for that determination. The decision of the CHRO shall be rendered in writing within twenty business days of the receipt of the committee's recommendations. The CHRO's decision is final and binding and not subject to further review. Copies of the committee's recommendations and the CHRO's decision shall be posted on the Statewide HR Benefits Website.

All expenses of serving on the committee and participating in committee activities shall be the responsibility of each party participating on the committee. A Bargaining Unit Member's participation on the JHCC will be recognized as service on the workload agreement.

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

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

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

8.15 Reimbursement Accounts, Tax Sheltered Annuities

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

8.16 Educational Benefits

A. Education benefits are provided to Bargaining Unit Members in accordance with University Regulation R04.06.010.

1. After six months from date of hire, Bargaining Unit Members shall have graduate and/or undergraduate course credit hours charges (tuition) waived for up to eight credits per semester for a maximum of sixteen credits per academic year, beginning with the fall semester and ending with the summer term, unless otherwise agreed to in the Bargaining Unit Member's initial letter of appointment.
2. Bargaining 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 sixteen credits per summer within the sixteen credits per year limitation.
3. Once eligible for education benefits, a Bargaining Unit Member's spouse, financially interdependent partner and dependent children under the age of twenty-four shall have course credit hour charges (tuition) waived.
4. Bargaining 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 this Agreement are entitled to the same educational benefits as regular Bargaining Unit Members.
5. Education benefits provided in this Article do not apply to programs in which tuition or surcharges exceed the University norm.

6. Employees, spouses, and dependent children must maintain a 2.0 or better cumulative GPA to be eligible for undergraduate education benefits. Employees, spouses, and dependent children must maintain a 3.0 or better cumulative GPA to be eligible for graduate level education benefits. Grade appeals will be reviewed in accordance with the procedures for challenges to academic decisions set forth in University Regulation and university rules and procedures.

8.17 Direct Deposit

Upon employment, new hire Bargaining Unit Members will participate in direct deposit of their bi-weekly salary. All Bargaining Unit Members can verify salary and other reimbursement information from their UA Online account.

8.18 Effective Date of Salary or Pay Adjustments

All wage changes and other monetary awards are effective on the first day of the pay period following the qualifying event, regardless of the ostensible date for such changes.

ARTICLE 9

Time Off and Sick Leave

9.1 Holidays

A. The following holidays are observed by the University:

1. New Year's Day
2. An additional day before or after January 1, as specified by the President
3. Martin Luther King, Jr. Day in Celebration of Alaska Civil Rights Day
4. Day of Spring Recess
5. Memorial Day
6. Independence Day
7. An additional day before or after July 4, as specified by the President
8. Labor Day
9. Thanksgiving Day and the day immediately following
10. Christmas Day
11. An additional day before or after December 25, as specified each year by the President

B. Holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.

C. Religious holidays may be observed by Bargaining Unit Members as leave without pay. Advance written approval must be obtained from the Bargaining Unit Member's supervisor.

9.2 Time Off

In addition to the holidays listed in this Article, Bargaining Unit Members shall receive fifteen days off during the nine month base appointment. These days include three days of winter closure when the university is closed for business. The remaining twelve days shall be used when classes are not in session or when specifically approved in advance in writing by the dean, director or designee.

Those Bargaining Unit Members whose professional responsibilities are not instructional or in any other way coincidental with the academic calendar may use time off while classes are in session provided other professional obligations are met, as specifically approved in advance in writing by the dean, director, or designee.

Two 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 has no cash value. Time off does not accrue from one fiscal year to another. Time off not taken is forfeited.

9.3 Sick Leave

- A. Bargaining Unit Members are authorized sick leave benefits as outlined in University Regulation R04.06.130 and as noted below.
- B. The University will provide Family and Medical Leave (FML) in accordance with applicable state law (A.S. 39.20.500), federal law and regulation (29 U.S.C. 2601 and 29 CFR Part 825), and University Regulation (R04.06.144).
- C. Parental leave is available to Bargaining 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.
- D. 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 in writing by the Bargaining Unit Member's dean, director, or designee.
 - 2. Sick leave of up to ten consecutive work days may be used to arrange or attend the funeral of a member of a Bargaining Unit Member's immediate family. A written request for periods exceeding ten consecutive work days must be provided and approved by the dean, director, or designee.
 - 3. Up to one 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 Bargaining Unit Member, the dean, director, or designee determines the number of Bargaining Unit Members who may attend. Such absence is reportable as sick leave.

9.4 Union Sick Leave Bank

- A. The Union and the University agree that the existing Union Sick Leave Bank (the Bank) shall continue.
- B. Bargaining Unit Members shall be eligible to withdraw from the Bank from the beginning of their employment with the University of Alaska, consistent with this provision.
- C. Bargaining Unit Members are not required to contribute until the Bank is reduced to an actuarial value of \$400,000. When the Bank falls below \$400,000, Bargaining Unit Member contributions shall begin. Contributions shall continue annually until the actuarial value exceeds \$600,000. Bargaining Unit Member contributions are deducted as eight hours from accrued sick leave or are prorated based upon full time effort. When necessary, the University shall deduct sick leave contributions no later than October 31.

- D. A Bargaining Unit Member may withdraw sick leave days from the Bank immediately upon depletion of that Bargaining Unit Member's personal accumulation of sick leave. The Bank is the exclusive source of additional sick leave for Bargaining Unit Members after depletion of their personal accumulation of sick leave.
- E. A Bargaining Unit Member may withdraw a maximum of ninety days for any one serious health condition or complications there from.
- F. A Bargaining Unit Member withdrawing sick leave days from the Bank shall not have to replace those days, except as a contributing member of the Bank.
- G. The University and the Union will meet and confer with regard to the administration of the Bank. The Bank is administered by the University.

9.5 Other Leave

A. Leave Share

Bargaining Unit Members may make contributions to other employees through the Leave Share program of the University.

B. Sick Leave Without Pay

1. Sick leave without pay may only be granted when a Bargaining 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. Parental Leave

Parental leave is available to Bargaining Unit Members and will be granted in the following order, sick leave with pay and then sick leave without pay.

The Bargaining Unit Member must specify in writing the anticipated schedule of parental leave. Changes in approved parental leave must be submitted in writing to the supervisor.

Parental leave will be granted in accordance with the Family Medical Leave Act of 1993, the Alaska Maternity and Family Leave Act of 1992, and as specifically outlined in University Regulation 04.06.144.

D. Jury Duty

In order that Bargaining Unit Members may fulfill their civic responsibility as jurors or witnesses, Bargaining Unit Members are granted leave of absence with pay for these purposes in accordance with University Regulation R04.06.145.

E. Military Leave

Military leave is provided in accordance with University Regulation R.04.06.146.

F. Leave of Absence or Leave Without Pay (nonmedical)

Nonmedical leave of absence will be provided in accordance with University Regulation R04.06.147. A Bargaining Unit Member requesting a leave of absence in excess of ten days must submit a written request to his/her immediate supervisor. The request shall be forwarded through administrative channels, with recommendations being added at each level, to the appropriate chancellor who shall notify the Bargaining Unit Member in writing of his/her decision. Notification of approved leave of absence will be sent to the university's Office of Human Resources. The Bargaining Unit Member may withdraw a request for leave of absence prior to the chancellor's decision.

A Bargaining Unit Member requesting leave without pay for a period up to and including ten days must receive written approval from his/her dean, director or designee.

ARTICLE 10

Union Rights

10.1 Recognition of the Union

- A. The University of Alaska recognizes the University of Alaska Federation of Teachers, Local 2404, AFL-CIO (hereinafter Union), as the exclusive bargaining representative for the following employees of the University of Alaska: faculty, librarians and counselors of a community college established by the University of Alaska Board of Regents; faculty, academic counselors and librarians whose principal assignment is at an extended site of the University of Alaska; faculty whose principal assignment is vocational-technical instruction; and faculty who are employed to teach exclusively at the lower division level, that is 200 level courses or below, or are employed to teach exclusively at the lower division level with a single part service assignment. Notwithstanding the foregoing, Bargaining Unit Members may be assigned upper division course(s) with an approved Appendix B.

Excluded from representation by the Union are: supervisors, cooperative extension personnel, temporary personnel, aides, assistants, office clericals, those administrators who are not elected by the faculty and other persons not employed as instructional personnel or counselors as described above for more than fifty percent of a full-time workload assignment or of the full-time workload assignment for the counselors and librarians described above.

- B. The professional assignment criteria set forth in 10.1.A. above determine unit membership.
- C. An individual shall be a Bargaining Unit Member at the time of appointment to a position meeting the professional assignment criteria set forth in 10.1.A above, except for: persons appointed to positions which by the term of the appointment is intended to be for less than one academic year in duration; visiting faculty; and adjunct faculty.
- Visiting faculty meeting the professional assignment criteria set forth in 10.1.A above shall be a member of the bargaining unit only if appointed to the visiting position for more than one academic year.
 - Adjunct faculty are faculty who are employed by the University of Alaska whose exclusive professional appointment is to teach one or more courses of up to and including 15 credit hours (as defined in University Regulation 10.04.09) or other academic assignment of less than 50 percent of a full-time appointment in an academic year or whose exclusive professional appointment is at least 10 but no more than 19 hours per week of instructional activity in a traditional classroom program for periods of at least a semester or equivalent in length.

- D. Should additional community colleges or extended sites of the University of Alaska be established in Alaska, faculty members employed by the University meeting the criteria established in 10.1.A shall be covered by terms and conditions of this Agreement.

10.2 Agency Shop and Procedures

- A. All Bargaining Unit Members shall, as a condition of continued employment, pay to the Union a service fee, which shall not exceed Union dues, to reimburse the Union for the expense of representing the Bargaining Unit Members.
- B. All Bargaining Unit Members shall, as a condition of continued employment, provide the University with a written authorization (Service Fee Deduction Form, Appendix C) to deduct the Union service fee each pay period.
- C. The University will provide copies of appointment letters to the Union administrative office in the course of issuing those letters. Through appointment letters the university will inform Bargaining Unit Members of their obligation to pay appropriate service fees as a condition of employment.
- D. The University will provide to new Bargaining Unit Members (initial hires or those newly eligible) Union's Service Fee Deduction Form. The Form will be provided at the time appointment letters are sent.
- E. The University will, upon data entry of hiring paperwork, provide to the Union signed copies of the Service Fee Deduction Form.
- F. The University will transmit electronically to the Union administration office a bi-weekly Membership Report.
- G. The Union will provide information, notices, and procedures required by law (e.g. *Hudson, Knight*, 8 ACC 97.305-320) regarding the collection of service fees to Bargaining Unit Members.
- H. If a Bargaining Unit Member fails to sign the Service Fee Deduction Form, or make other arrangements with the Union for the payment of the service fee, within 20 days of the date the Union provides notices required by law, the Union will request that the University terminate the employment of the Bargaining Unit Member. Along with the request, the Union will provide to the University's Statewide Office of Labor and Employee Relations (SW LER) acceptable evidence that the Union 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.
- I. Within ten working days of the receipt of the Union's request, the University will either: notify the Union 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 the Union to pay appropriate service fees, including any arrearage,

within ten working days of the date the notice is sent will result in termination. A copy of this notice will be sent simultaneously to the Union.

- J. Upon expiration of this ten day period, the Union will certify to SW LER 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 the Union.
- K. The Union shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the University) that arise out of or by reason of actions taken by the University pursuant to the terms of Article 10.2.

10.3 Checkoff

- A. The University agrees to deduct the service fee of the Union from the pay of those Bargaining Unit Members who authorize in writing that such deductions be made. This is checkoff. Deductions, except for arrearages, shall be made in equal installments for the academic year. The University will provide a Membership Report biweekly. Each Bargaining Unit Member's written authorization shall be irrevocable for the term of this Agreement or any renewal of the Agreement.
- B. Arrearages will be deducted according to the schedule on the Service Fee Deduction Form.
- C. The University shall transfer electronically, to a bank account designated by the Union, the aggregate deductions from all Bargaining Unit Members for each payroll period. The transfer will happen within fifteen working days following the pay period in which deductions have been made. The University's responsibility extends solely to collection and remittance.

10.4 Union Campus Representative

- A. The Union shall provide the University with a list of Union officers, campus representatives, and staff, including names, official titles/positions, phone and fax numbers, email address, campus location(s). At each campus, the Union may have one Designated Campus Representative.
- B. The Designated Campus Representative is the individual designated by the Union to address labor-management concerns at a campus.
- C. The Designated Campus Representative may receive one workload unit under service each semester on their WLA.

10.5 Union Use of University Facilities

- A. The Union may use the university's meeting facilities for Union business with Bargaining Unit Members on the same basis as other organizations are permitted to use university facilities.
- B. The Union shall be permitted to use the university mail service for purposes of intra-campus distribution on the same basis as other organizations.
- C. The university shall designate reasonable bulletin board space for the posting of official Union notices at each campus at which a Bargaining Unit Member is employed.
- D. University support services shall be provided to the Union on a cost-reimbursable basis.
- E. The Union shall be permitted to conduct Union business in university facilities when such activities do not interfere with the professional responsibilities of Bargaining Unit Members or with university activities.

10.6 Union Office Space

The university will provide one unfurnished office at UAA for use by the Union upon payment of annual rent no later than September 1 each academic year.

Annual rent will be as follows:

- Effective September 1, 2015, the rent will be \$7,000.
- Effective September 1, 2016, the rent will be \$9,000.
- Effective September 1, 2017, the rent will be \$11,000.

The office space currently occupied by the Union will continue to be designated for this purpose unless unusual circumstances arise which make it necessary for alternate space to be considered. In such an event, the University will meet and confer with the Union about an acceptable alternate space.

10.7 Union Buy-Out

- A. In each semester of the regular academic year the Union has the right to buy out workload units of Bargaining Unit Members. This could be listed on the WLA as an administrative component.
- B. The Union may purchase up to forty-eight workload units per semester upon payment to the University for the purchased portion of each Bargaining Unit Member's salary and benefits. The Union will pay the actual retirement reimbursement cost for the individual who has been bought-out. The Union may distribute the bought-out workload units in any combination to Bargaining Unit Members.
- C. By May 15, the Union is expected to provide written notification to the University of the intent to buy-out individual Bargaining Unit Members; this will enable the university to

accommodate the buy-out for the next academic year. In exceptional circumstances, if changes are necessary, the Union will provide notice to the University as soon as possible.

- D. The Union will pay the University for the released time after receipt of each semester's billing statement from the University. Union remittance will occur within thirty days of receipt of the billing statement.
- E. The University may, at its sole discretion, substitute other Bargaining Unit Members or non-unit members to perform the portions of the WLAs from which other Bargaining Unit Members have been bought-out. Funds remaining after substitute workload units have been paid shall be used for professional development of Bargaining Unit Members. Each semester, the funds will be distributed to the three universities based upon the percentage of Bargaining Unit Members assigned to each. The funds will be designated to the office of the provost for Bargaining Unit Member professional development. Annually, by July 31, the University will provide to the Union a list of Bargaining Unit Members who received such funds, including the amounts awarded, in the previous year.

ARTICLE 11

No Strike or Lockout

During the period of this Agreement, the Union will not cause or condone its members, nor will it encourage, cause or sanction other Faculty Members, to take part in any strike, work stoppage, work interruption, or activity which would violate the Public Employment Relations Act, as amended. The University will not engage in any lockout during the period of this Agreement. The University will not cause or condone its supervisory employees, nor will it encourage, cause, or sanction other University employees, to take part in any lockout or activity which would violate the Public Employment Relations Act, as amended, during the period of this Agreement.

ARTICLE 12

Scope and Interpretation

12.1 Entire Agreement

- A. This Agreement constitutes the entire agreement between the University and the Union. This Agreement supersedes and replaces all rules, regulations, past practices and prior agreements, regardless if they are fixed in memory, verbally or in writing.
- B. 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. 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 without qualification 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.
- C. By mutual consent the parties may amend this Agreement. The sole means to amend this Agreement is by a Memorandum of Agreement signed by the Union President and the Director of Statewide Labor and Employee Relations.
- D. No change in Policy or Regulation 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 effect, except through a Memorandum of Agreement between the parties.

12.2 Management Rights

- A. Except as specifically limited by law the University shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to take such actions as may be necessary to carry out the mission of the University. Some examples include:
 - 1. enact policy or regulation for the governance of the University;
 - 2. appoint officers, administrators, supervisors, and other employees who are not Bargaining Unit Members;
 - 3. establish and direct programs of instruction at the University;
 - 4. to establish budgets, to declare and respond to financial exigency;

5. administer the University;
 6. select, direct, set the number, assign, evaluate, tenure, and promote Bargaining Unit Members;
 7. adopt and enforce work rules and regulations applicable to Bargaining Unit Members;
 8. implement and provide technology in areas including, but not limited to, distance education;
 9. determine the organizational structure of the University;
 10. set standards of quantity and quality;
 11. establish, modify, reduce, or eliminate academic positions, programs, departments, colleges, schools, centers, extended sites, or other units of the University;
 12. transfer Bargaining Unit Members across academic programs, departments, colleges, schools, centers, geographic locations, or other units of the University, and
 13. discipline Bargaining Unit Members including, the right to reprimand, suspend, or discharge.
- B. The University's decision not to invoke any right, prerogative, responsibility, or function hereby reserved to management is not a waiver of the University's management rights.
- C. No Bargaining Unit Member may be assigned work against their will which disqualifies them from the bargaining unit.

12.3 Savings Clause

- A. If any decision of any legislative body or court or administrative body of competent jurisdiction affects any provision or application of this Agreement, or requires conduct inconsistent with any provision or application of this Agreement, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of this Agreement shall continue in full force and effect.
- B. In the event of any such court or administrative decision or in the event of failure of the Legislature to appropriate money or enact legislation as expressly contemplated herein, the parties agree that, upon written request by either party, the parties shall promptly reopen this Agreement for the specific and limited purpose of negotiating language to deal with the application ruled invalid or not appropriated or not enacted or to replace the provisions ruled invalid. If this Agreement is so reopened, all the remaining terms shall remain in effect. The written request shall state what provisions or applications

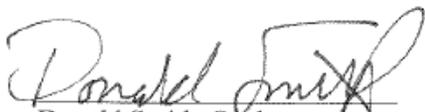
were invalidated upon which it is proposed to negotiate, the substance of the rights affected, and the substance of the proposed amended provisions.

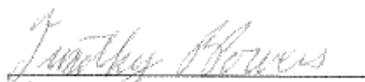
12.4 Legislative Appropriation

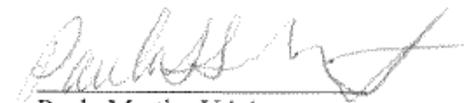
The University shall request full funding of this Agreement during the annual Alaska Legislature budget appropriation process. The monetary terms of this Agreement are not in effect until they have been approved by the legislature pursuant to AS23.40.215.

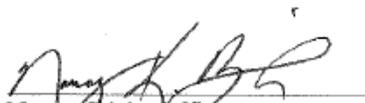
COLLECTIVE BARGAINING AGREEMENT
Between the
UNIVERSITY OF ALASKA
And the
THE UNIVERSITY OF ALASKA FEDERATION OF TEACHERS,
LOCAL 2404

FOR THE UNIVERSITY OF ALASKA: FOR THE UAFT:


Donald Smith, Spokesperson


Tim Powers, President & Spokesperson

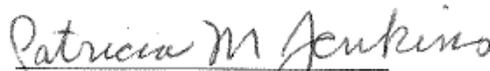

Paula Martin, UAA

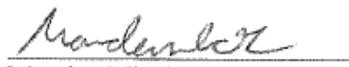

Nancy Bish, Office Manager


Anita Hartmann, UAF

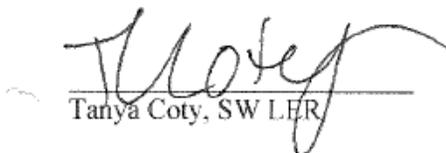

Joe Mason, 2nd Vice President


Jeff Johnston, UAS


Trish Jenkins, Campus Representative


Mandee Micek, UAA


Rhonda Ooms, SW LER


Tanya Coty, SW LER

**Letter of Agreement between
The University of Alaska (the University) and
The University of Alaska Federation of Teachers, Local 2402 (UAFT)**

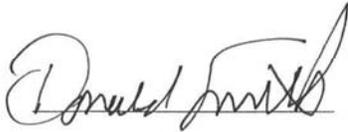
Re: Effect of Collective Bargaining Agreement on Unit Definition Dispute

1. The University of Alaska (UA) and The University of Alaska Federation of Teachers, Local 2402 (UAFT) agree and acknowledge that the Alaska Labor Relations Agency (ALRA) has rendered a decision in the matters of an Unfair Labor Practice and Unit Clarification proceeding involving the UA and the UAFT. The parties further agree and acknowledge that the UAFT has appealed from the ALRA's decision to the Superior Court for the State of Alaska, and that these proceedings, if and when finally decided, may impact the unit definition and one or more additional provisions of the Collective Bargaining Agreement (CBA) between them, including but not limited to Article 5, Article 10, Article 12.2.C, and Appendix B (hereinafter, "Affected Articles").
2. The parties to date have been unable to negotiate a resolution to disputes regarding the language or meaning of the contractual provisions that may be impacted by the dispute. However, the parties wish to avoid delay and impasse, while at the same time avoiding prejudice to resolution through administrative or judicial proceedings.
3. Notwithstanding the inclusion of Affected Articles and agreement into a new CBA between the parties, the parties agree and acknowledge that the issues regarding the scope of the UAFT unit and professional assignments of UAFT bargaining unit members shall be considered unresolved, and the new CBA shall not be construed to waive any argument in related administrative or judicial proceedings, to constitute a bar to, such proceedings, or to render such proceedings moot. The parties further agree and acknowledge that such issues are anticipated to be resolved in administrative or judicial proceedings and the Affected Articles remain subject to modification and amendment by the ALRA proceedings and shall be construed in accordance with the outcome of such proceedings, any appeals or other judicial actions related thereto, or by a subsequent agreement of the parties that explicitly states in writing that it resolves these disputes and supersedes this agreement.

**Letter of Agreement between
The University of Alaska (the University) and
The University of Alaska Federation of Teachers, Local 2402 (UAFT)**

The undersigned represent and warrant that they have authority to enter this agreement on behalf of their respective parties.

For the University



Date 11 Dec 2014

For UAFT



Date 11 Dec 2014

APPENDIX B

AGREEMENT TO ALTERNATE ASSIGNMENT

The parties to the Agreement have together reviewed the provisions of Article 6.1 and find the following alternate assignment to be within the parameters established there.

Name: _____

Regular Assignment: _____

Regularly Scheduled Work: _____

Alternate Assignment: _____

Estimation of time to be spent in Alternate Assignment: _____

Reduction of Regular Assignment: _____

I recognize the rights accorded by the provisions of Article 6, and choose this Alternative Assignment freely. I have had the opportunity to discuss this Alternate Assignment with a Union Representative.

Faculty Member

Date

University of Alaska

Date

Tentative Agreement

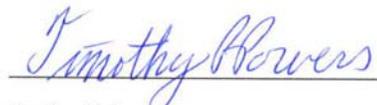
The parties have reached Tentative Agreement on subjects in this Article. The terms tentatively agreed to in this Article are not enforceable until: (1) a complete Tentative Agreement is memorialized by a mutually signed Memorandum of Agreement, (2) members of the bargaining unit ratify the complete Tentative Agreement, and (3) the Board of Regents approves the complete Tentative Agreement.



For the University



Date



For the Union



Date

Appendix C

UAFT

SERVICE FEE DEDUCTION

Major Administrative Unit (Circle One) UAA UAF UAS SW	Department	ID Number	Work Phone
Last Name	First Name		Initial

The Collective Bargaining Agreement (CBA) between the University of Alaska and the University of Alaska Federation of Teachers (UAFT), Local 2404 AFL-CIO, provides for the payment of a service fee in accordance with Article 10 of the CBA.

Article 10: Union rights

10.2 Agency Shop and Procedures

- A. All Bargaining Unit Members shall, as a condition of continued employment, pay to the Union a service fee, which shall not exceed Union dues, to reimburse the Union for the expense of representing the Bargaining Unit Members.
- B. All Bargaining Unit Members shall, as a condition of continued employment, provide the University with a written authorization (Service Fee Deduction Form, Appendix C) to deduct the Union service fee each pay period.
- C. The University will provide copies of the appointment letters to the Union administrative office in the course of issuing those letters. Through appointment letters the university will inform Bargaining Unit Members of their obligation to pay appropriate service fees as a condition of employment.
- D. The University will provide to new Bargaining Unit Members (initial hires or those newly eligible) Union's Service Fee Deduction Form. The Form will be provided at the time appointment letters are sent.
- E. The University will, upon data entry of hiring paperwork, provide to the Union signed copies of the Service Fee Deduction Form.
- F. The University will transmit electronically to the Union administration office a biweekly Membership Report.
- G. The Union will provide information, notices, and procedures required by law (e.g. *Hudson, Knight*, 8 ACC 97.305-.320) regarding the collection of service fees to Bargaining Unit Members.
- H. If a Bargaining Unit Member fails to sign the Service Fee Deduction Form, or make other arrangements with the Union for the payment of the service fee, within 201 days of the date the Union provides notices required by law, the Union will request that the University terminate the employment of the Bargaining Unit Member. Along with the request, the Union will provide to the University's Statewide Office of Labor and Employee Relations (SW LER) acceptable evidence that the Union 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.
- I. Within ten working days of the receipt of the Union's request, the University will either: notify the Union 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 the Union to pay appropriate service fees, including any arrearage within ten working days of the date the notice was sent will result in termination. A copy of this notice will be sent simultaneously to the Union.
- J. Upon expiration of this ten day period, the Union will certify to SW LER 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 the Union.
- K. The Union shall indemnify and hold the University harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the University) that arise out of or by reason of actions taken by the University pursuant to the terms of Article 10.2.

10.3 Check-Off

- A. The University agrees to deduct the service fee of the Union from the pay of those Faculty Members who authorize in writing that such deductions be made. This is checkoff. Deductions, except for arrearages, shall be made in equal installments for the academic year. The University will provide a Membership Report biweekly. Each Bargaining Unit Member's written authorization shall be irrevocable for the term of this Agreement or any renewal of the agreement.
- B. Arrearages will be deducted according to the schedule on the Service Fee Deduction Form.
- C. The University shall transfer electronically, to a bank account designated by the Union, the aggregate deductions from all Bargaining Unit Members for each payroll period. The transfer will happen within fifteen working days following the pay period in which deductions have been made. The University's responsibility extends solely to collection and remittance.

I hereby authorize deduction of the service fee of the UAFT Local 2404 from each check until the annual service fee is paid in full, subject to the limitations of applicable Alaska and Federal laws, and in accordance with Article 10 Union Rights (above) of the 2015 - 2017 collective bargaining agreement between the UAFT and the University of Alaska. This deduction shall be for the total amount of the agency fee established by UAFT Local 2404, prorated bi-weekly over the academic year. This authorization is irrevocable by the Faculty Member for the term of this Agreement or any extension thereof.

Employee Signature: _____ Date: _____

For University of Alaska office use only (PDAEDN)

Code = 600 Start Date: _____ Date hired into UAFT represented position: _____

Entered By: _____ Date: _____

Retroactive Deductions Required? YES NO

Schedule of Retroactive Deductions:

R taken in R R taken in R

ORIGINAL: Regional Personnel COPIES: UAFT, Employee

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