

ARTICLE 6

Academic Freedom and Responsibility

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

ARTICLE 9

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

9.1 Faculty Appointment

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

9.1.1 Appointment with Tenure

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

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

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

9.1.2 Tenure Track Appointment

A tenure track appointment is one that leads to eligibility for consideration for appointment with tenure. Time spent in a tenure track appointment in the academic unit within which tenure is sought shall count toward the time for mandatory review for tenure. Notification

of the year of mandatory review shall be made in the initial appointment letter. Non-retention of a tenure track appointment shall be made in accordance with the notification time periods required by this Agreement.

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

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

9.1.3 Non-tenure Track Term Appointment

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

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

Non-tenure track term appointments may be made for a period up to but no longer than five (5) years. When a non-tenure track term bargaining unit member secures a multi-year funded activity that provides for full salary funding, that bargaining unit member will, at the university's discretion, be considered for a multi-year appointment coincident with the funding of such activity, subject to the five (5) year maximum. Non-tenure track term appointments shall expire at the end of the specified period of appointment, unless renewed or provided notice in accordance with Article 9.4.2. In addition to provisions for termination provided in this Agreement, a non-tenure track term appointment may be terminated early if the terms of the performance assignment are not fulfilled, if the duration of the funded activity has expired, or if the program has been discontinued or reduced. Because non-tenure track term appointments are expected to end at the completion date of the assignment, non-tenure track ~~term UNAC-bargaining unit~~ members may not challenge a decision not to reappoint them.

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

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

The titles of clinical lecturer, clinical instructor, clinical assistant professor, clinical associate professor, or clinical professor shall be used for non-tenure track term UNAC bargaining unit members who are also practitioners in health care delivery professions or in other professions to which such titles would be applicable.

9.1.4 Appointment Duration

A UNAC bargaining unit member's base appointment shall be for the academic year (nine (9)-month) as determined by the campus or for an alternative nine (9)-month period. A nine (9)-month appointment may be extended by up to three (3) months at the discretion of the University. Such an extension may be included in the base assignment letter, but in any event an extension does not modify the tenured or tenure-track base appointment period of nine (9) months.

9.1.5 Method of Appointment

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

9.1.6 Appointments of Distinction

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

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

9.1.7 Professional and Ethical Standards

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

9.2 Evaluation

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

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

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

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

9.2.1 Annual Activity Report/Review

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

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

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

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

a. Annual Review

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

b. Fourth-Year Comprehensive Review

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

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

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;

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

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

a. Evaluation Process

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

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

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable, as defined by appropriate MAU criteria;

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

b. Denial of Promotion

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

c. Withdrawal of Promotion File

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

d. Appeal ~~P~~rocess ~~r~~egarding ~~a~~Award for ~~p~~Promotion

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

appeal can be made only one (1) time, either before or after the evaluation by the chancellor.

9.2.4 Evaluation of Tenure Track ~~UNAC-Bargaining Unit~~ Members for Tenure

a. Evaluation Process

Untenured ~~UNAC-bargaining unit~~ members shall be evaluated for tenure in accordance with the terms and conditions of appointment and the procedures for evaluation provided in this Article. The chancellor may award tenure to ~~UNAC-bargaining unit~~ members whom the chancellor judges to be qualified, when tenure would be consistent with the need, mission, and resources of the MAU and the unit in which the ~~UNAC bargaining unit~~ member would be tenured. The chancellor shall consider the recommendations of the appropriate academic peer review committees, appropriate administrators, and other relevant sources.

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

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

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

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

b. Denial of Tenure

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

c. Withdrawal of Tenure File

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

d. Appeal Process Regarding Award of Tenure

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

9.2.5 Post-Tenure Review

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

a. Post-Tenure Review Process

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

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

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

A post-tenure review is satisfactory if it concludes that during the period under review the UNAC-bargaining unit member's performance has met expectations appropriate to ~~their~~his or her current rank as defined by the evaluation criteria in place for the UNAC-bargaining unit member's MAU, college, and discipline. If the overall evaluation of the

post-tenure review by the academic unit peer review committee and dean, director, or designee is satisfactory, the review proceeds no further and is complete.

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

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

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

b. Dispute Resolution

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

9.2.6 Evaluation Procedures

Except as specifically provided otherwise, evaluation of ~~UNAC bargaining unit~~ members for annual review, progression towards tenure review, comprehensive fourth-

year review, promotion, tenure, and post-tenure review shall be conducted according to the procedures provided below.

- a. A UNAC bargaining unit member who plans to stand for tenure and/or promotion in the next academic year, shall, by the end of the current appointment period, advise the dean, director, or designee in writing of the intent to stand. At the same time, the UNAC bargaining unit member shall submit to the dean, director, or designee a complete CV and a list of two (2) external reviewers: (~~External reviews are required only for tenure or promotion reviews~~).
- b. The dean, director, or designee shall, when external reviews have been requested, distribute the UNAC bargaining unit member's CV to external reviewers by June 30. Two (2) external reviewers are selected by the UNAC bargaining unit member and up to two (2) additional external reviewers may be selected by the dean, director, or designee. The external reviews selected by the dean, director, or designee will be included in the file with annotation that they were requested by the dean, director, or designee before the file goes into the review process. The reviewers shall be asked to submit their reviews to the dean, director, or designee no later than September 1. The reviews will be forwarded by September 8 to the candidate, accompanied by a written notice from the dean, director or designee of the number of reviews requested and the number of reviews received, for inclusion in the file.
- c. The UNAC bargaining unit member shall, by September 12, submit to the appropriate dean, director, or designee, a file for evaluation following MAU-specific guidelines and procedures. The file shall contain materials as specified in this Article.
- d. The dean, director, or designee shall, by September 15, submit appropriate files to a peer review committee representing a department/cluster/academic unit as determined by the dean, director, or designee, with the consent of members from that department/cluster/academic unit. Absent such consent, the provost shall resolve issues over the composition of the peer review committee.

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

Policy and Regulation 04.10 with respect to the faculty member under review shall recuse themselves from participation.

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

- e. The UNAC bargaining unit member shall submit any written comments, in response to the unit peer review, to the dean, director, or designee ~~not~~ later than October 22.
- f. The dean, director, or designee shall complete a review and prepare written recommendations to the provost with a copy to the UNAC bargaining unit member, no later than December 20. The dean, director, or designee shall forward the file and recommendation to the provost's office.
- g. The unit member shall submit to the provost any written comments in response to the review of the dean, director, or designee no later than January 3.
- h. The provost shall, by January 3, submit the file to an MAU ~~pPeer Rreview Ccommittee~~ appointed by the provost per MAU faculty evaluation guidelines. ~~The MAU Peer Review Committees may determine whether discussions will be open or closed to the public and the candidate.~~ The discussions and vote of the MAU ~~Ppeer rReview cCommittee,~~ ~~however,~~ shall be closed to the public and the candidate. The MAU ~~pPeer rReview cCommittee~~ shall provide its review and written recommendation without individual attribution to the provost, with a copy to the UNAC bargaining unit member, no later than February 20.
- i. The UNAC bargaining unit member shall submit to the provost any written comments in response to the MAU ~~pPeer Rreview Ccommittee's~~ review, no later than February 26.
- j. The provost shall review the file and make a written recommendation. The provost shall provide a completed review and recommendation to the chancellor, with a copy to the UNAC bargaining unit member, no later than March 30.
- k. The UNAC bargaining unit member shall submit any written comments in response to the provost's review to the chancellor no later than April 5. If United Academics opts to appeal the provost's recommendation, the dispute resolution process (complaint) as

outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days. Subsequent deadlines will be mutually agreed upon by United Academics and the University.

- l. The chancellor shall review the file, recommendation of the provost, and the recommendation of the Appeals Board (if applicable) and make the final decision regarding the ~~UNAC bargaining unit~~ member's performance (i.e. whether to retain, promote and/or tenure, or whether the ~~UNAC bargaining unit~~ member's performance is satisfactory). The ~~UNAC bargaining unit~~ member shall be notified in writing of the chancellor's decision no later than May 1. If United Academics opts to appeal the chancellor's decision (and if there was no appeal of the provost's recommendation), the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days.
- m. ~~The parties will meet and confer regarding the adjustment of dates at each MAU and reduce any agreed modifications to a memorandum of agreement (MOA).~~ If a date in this article ~~or related MOA~~ falls on a Saturday or Sunday it shall be treated as falling on the following Monday. If a date in this article ~~or related MOA~~ falls on a holiday it shall be treated as the first immediate business day following the holiday.
- n. Timelines in this article ~~or related MOAs~~ may be extended by mutual consent of the parties, and such consent shall not be withheld unreasonably.

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

a. Annual Evaluation

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

b. Evaluation for Promotion

Non-tenure track ~~term UNAC bargaining unit~~ members ~~with five or more years of continuous service at rank~~ may request to be evaluated for promotion. The evaluation process shall be parallel to that of tenure track and tenured ~~UNAC bargaining unit~~ members. The procedural processes and dates will be the same as in Article 9.2.6 with

the exception of the composition of the academic unit peer review and MAU peer review committees, which is described below. This process is the sole means for promotion for non-tenure track term UNAC bargaining unit members.

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

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

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

c. Denial of Promotion

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

Denial of promotion does not imply future employment. Academic rank and salary of a non-tenure track term bargaining unit member who is denied promotion would only be guaranteed if the bargaining unit member had a renewed appointment in the same position, and at the same academic unit.

d. Withdrawal of Promotion File

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

e. Appeal Process Regarding Award for Promotion

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

9.3 Tenure

9.3.1 Locus of Tenure

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

9.3.2 Method of Appointment to Tenure

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

9.3.3 Conditions for Consideration for Award of Tenure

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

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

The following considerations affect the determination of the mandatory year.

a. Initial Appointment to Full or Associate Professor

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

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

b. Promotion to Associate Professor

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

c. Review of Assistant Professor

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

d. Years of Service Computation

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

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

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

e. Failure to Receive Tenure

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

A ~~UNAC bargaining unit~~ member must stand for tenure no later than the mandatory review year. If tenure is not awarded in the mandatory review year, the ~~UNAC bargaining unit~~ member shall be offered a terminal appointment for one ~~(1)~~ additional academic year, or alternative nin~~the~~ ~~(9)~~ month period. See Article 9.4.3.

f. Rejection of Tenure

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

9.4 Termination of Appointment

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

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

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

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

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

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

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

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Package 10 Comprised of Article 6, Article 9, Article 10, Article 11, Article 13, Article 15,
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- a. Within the first two (2) years, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.
- b. From the third through the sixth years, regardless of contract extensions, the UNAC bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the UNAC bargaining unit member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

9.4.3 Failure to Receive Tenure

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

9.4.4 Resignation or Retirement

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

9.4.5 Just Cause

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

9.4.6 United Academics Notice

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

ARTICLE 10
***Reduction in Force Due to Discontinuance or Reduction of Program or
Financial Exigency***

10.1 General

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

10.2 Discontinuance of Program

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

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

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

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

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

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

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

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

10.3 Reduction in Program

When a decision is made to reduce a program pursuant to University Regulation 10.06.010, a good faith effort shall be made to retain tenured UNACbargaining unit members qualified in the discipline (as defined in Article 9) in preference to non-tenured UNACbargaining unit members, to place in another program those tenured UNACbargaining unit members qualified in the discipline (as defined in Article 9) in the MAU where appropriate, or to

compose a workload for qualified UNACbargaining unit members from activities assigned to part-time faculty in the program.

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

Tenured UNACbargaining unit members

Non-tenured, tenure track UNACbargaining unit members

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

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

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

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

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

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

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

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

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

If the program is expanded within two (2) years, previously tenured and qualified UNACbargaining unit members shall be invited to return in the order provided in this Section above prior to hiring new full-time UNACbargaining unit members. The UNACbargaining unit member shall be provided at least thirty (30) days from the mailing of the invitation to notify the University of the decision to decline or accept. If the former UNACbargaining unit member does not respond within thirty (30) days, the invitation shall be assumed to have been declined. Former faculty members wishing to receive such invitations shall be responsible for maintaining a current mailing address with the hiring authority.

10.4 Financial Exigency

Following a declaration of financial exigency in accordance with Regents' Policy 04.09.~~060~~, UNACbargaining unit members are entitled to written notice of termination a minimum of sixty (60) calendar days in advance of the cessation of their employment.

10.5 Other Rights of Retrenched UNACBargaining Unit Members

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

10.6 Exclusions

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

ARTICLE 11

Disciplinary Action

11.1 Just Cause

Disciplinary action may be taken against a UNAC bargaining unit member only for just cause.

If discipline of a UNAC bargaining unit member is being considered, an investigation or research inquiry must be conducted and the actions outlined in 11.2 must occur before any disciplinary action is taken. ~~In cases of alleged misconduct in research, scholarly work or creative activity, the University shall initiate a research inquiry as outlined in Regulation 10.07.060 prior to a disciplinary investigation. At the time a research inquiry is initiated, the University will simultaneously notify the unit member and United Academics. Research inquiry findings will not result in disciplinary action unless an investigation is conducted.~~

11.1.2 Considerations Prior to Disciplinary Action

- a. Verbal discussion may be the first step in resolving minor concerns with a bargaining unit member's performance or conduct prior to any steps of disciplinary actions.
- b. If verbal discussion does not resolve the issue, the supervisor will incorporate verbal counseling as a management strategy to help the bargaining unit member understand expectations and be successful in their position. Verbal counseling is not disciplinary in nature and may be memorialized by the supervisor in writing or presented to the bargaining unit member as a written Letter of Expectations with a copy to United Academics. The parties agree and acknowledge that under just cause discipline, there are situations where verbal counseling would not be effective or prudent.
- c. While the notification requirements of Article 11.2 must be met before a bargaining unit member is subjected to a disciplinary investigation, those requirements do not preclude the University from taking preliminary actions and due diligence to determine whether an investigation or research inquiry is warranted.
- d. The above considerations are not disciplinary in nature and will not be added to the personnel file, but may be considered as evidence in future disciplinary actions.
- e. A disciplinary investigation must precede any disciplinary action.

11.2 Disciplinary Investigation and Research Inquiry

11.2.1 Disciplinary Investigation

Prior to an investigation required by Article 11.1, the ~~UNAC~~bargaining unit member and United Academics shall be provided written notice of the investigation, the allegations being considered, the possibility of disciplinary action and the right to union representation. The ~~bargaining unit~~UNAC member shall be provided an opportunity to meet with the appropriate administrator to respond to the allegations and may be represented by United Academics representatives. ~~UNAC~~Bargaining unit members subject to investigation may be placed on investigatory leave with pay during the course of an investigation if their continued presence poses a threat of harm to themselves, others, or the University, as determined by the University. Such investigatory leave shall not be considered disciplinary action.

In the investigatory meeting, the ~~UNAC~~bargaining unit member shall be permitted to respond to questions and to provide information or evidence relevant to the allegations under investigation.

11.2.2 Research Inquiry

In cases of alleged misconduct in research, scholarly work or creative activity, the University shall initiate a research inquiry to the extent required byas outlined in Regulation 10.07.060 prior to a disciplinary investigation. At the time a research inquiry is initiated, the University will simultaneously notify the bargaining unit member and United Academics of the inquiry, the allegations being considered, the possibility of disciplinary action and the right to union representation. Research inquiry findings will not result in disciplinary action unless a Disciplinary Investigation is conducted after the Research Inquiry is completed.

11.2.3 The University shall conduct and complete all investigations and inquiries as soon as practicable. During the course of an inquiry or investigation, the University shall provide the UNACbargaining unit member and United Academics substantive updates on the process of the investigation upon request. The University shall provide the UNACbargaining unit member and United Academics written notice of the outcome of an investigation.

11.3 Disciplinary Action

Just cause for discipline will be determined in accordance with Alaska law.

11.3.1 Disciplinary action shall proceed according to the process set forth herein in cases of misconduct, including refusal to perform a legitimate assignment, dishonesty, harassment, assault, substance abuse, theft, or grounds that constitute violations of law.

- a. The University shall provide the ~~UNAC bargaining unit~~ member and United Academics written notice of disciplinary action in advance of a meeting with the ~~UNAC bargaining unit~~ member. The notice shall include a statement of the disciplinary action and notice that the ~~UNAC bargaining unit~~ member may have the right to challenge the disciplinary action as provided in Article 7. The findings of the investigation will be enclosed with the notice of disciplinary action. If the ~~UNAC bargaining unit~~ member does not attend the meeting, the notice shall be mailed to the ~~UNAC bargaining unit~~ member's last known address, with a copy to United Academics.
- b. Disciplinary action up to termination may take effect immediately upon notice to the ~~UNAC bargaining unit~~ member. Termination may take effect five (5) days after notice to the ~~UNAC bargaining unit~~ member and United Academics, during which time the ~~UNAC bargaining unit~~ member may be suspended without pay, at the discretion of the University.

11.3.2 Disciplinary Action for Academic Incompetence

Disciplinary action shall proceed according to the process set forth herein in cases of academic incompetence involving demonstrated inability to perform assigned professional responsibilities in an adequate manner.

- a. The University shall provide the written findings of the investigation and the proposed disciplinary action to the ~~UNAC bargaining unit~~ member, United Academics, and the MAU disciplinary committee, a standing committee composed of three (3) ~~UNAC bargaining unit~~ members appointed by United Academics.
- b. Within ten (10) days of receipt of the findings, the MAU disciplinary committee shall conduct a due process hearing on the record at which the ~~UNAC bargaining unit~~ member, with assistance from designated United Academics representatives, shall be provided the opportunity to respond to the findings and a University representative may respond. The hearing shall be closed to all except the parties (i.e., the committee, the ~~UNAC bargaining unit~~ member, United Academics representatives, and administration representatives), unless otherwise agreed to by the parties.
- c. Within ten (10) days of the conclusion of the hearing, the MAU disciplinary committee shall provide its recommendation and the reasons therefore on the proposed disciplinary action to the dean or director, the ~~UNAC bargaining unit~~ member and United Academics. Normally the dean or director will accept the recommendation and

- proceed accordingly except in compelling circumstances wherein the dean or director believes that the best interests of the University would not be served in accepting the recommendation. If the dean or director intends to take an action other than that recommended by the committee, the dean or director shall specify the reasons in writing, which will be provided by the University to the UNACbargaining unit member and United Academics, and a meeting of the dean or director and the committee shall be convened prior to step d. below to discuss the matter.
- d. The University shall provide the UNACbargaining unit member and United Academics written notice of disciplinary action. The notice shall be provided in advance of a meeting with the bargaining unit member. The UNACbargaining unit member may request the presence of designated United Academics representatives. The notice shall include notice that the UNACbargaining unit member may have the right to challenge the disciplinary action as provided in Article 7. If the UNACbargaining unit member does not attend the meeting, the notice shall be mailed to the UNACbargaining unit member's last known address, with a copy to United Academics.
 - e. Disciplinary actions taken pursuant to Article 11.3.2 shall be considered substantive academic judgments and shall not be subject to the grievance or arbitration process. However, an allegation that the disciplinary action has resulted from an error of procedure shall be subject to the grievance or arbitration process.
 - f. Disciplinary action up to and including termination may take effect immediately upon notice to the UNACbargaining unit member. Termination may take effect five (5) days after notice to the UNACbargaining unit member and United Academics, during which time the UNACbargaining unit member may be suspended without pay, at the discretion of the University.
- 11.3.3 Notice of disciplinary action shall be placed in the UNACbargaining unit member's academic record file, and a copy thereof simultaneously given to the UNACbargaining unit member and to United Academics in accordance with Article 12.5.
- 11.3.4 By mutual written agreement of the parties on a case by case basis, all timelines in this Aarticle may be modified.
- 11.3.5 By mutual agreement of the parties, all meetings referred to in this Aarticle may be conducted by teleconference or through an alternate virtual platform.
- ~~11.3.6 The University shall conduct and complete all investigations and inquiries as soon as practicable. During the course of an inquiry or investigation, the University shall provide the UNACbargaining unit member and United Academics substantive updates on the process of the investigation upon request. The University shall provide the~~

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~~UNAC bargaining unit member and United Academics written notice of the outcome of an investigation.~~

ARTICLE 13

Workload

13.1 Post Doctoral Fellows during their first, second and third years of employment and Visiting Faculty in their first year of employment shall not be subject to the provisions of Article 13.

~~13.1~~13.2 Definitions

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

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

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

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

grant/contract proposal submission; supervision of funded research projects; development and commercialization of intellectual property; additions to a portfolio; digital projects; and other original contributions appropriate to the bargaining unitUNAC member's field.

c. Service:

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

13.2.13.3 Professional Responsibilities

13.2.13.3.1 The primary professional responsibilities of bargaining unitUNAC members are teaching, research, scholarship, creative activity, and service to the University and the public.

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

~~13.2.3~~13.3.3 It is understood between the parties that bargaining unit~~UNAC~~ members may not participate in all professional activities identified in this article during each academic term or year.

~~13.3~~13.4 Workload

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

~~13.3.2~~13.4.2 In the determination of a bargaining unit~~UNAC~~ member's workload, consideration shall include those items listed in Article 13.~~2~~3 and the following factors:

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

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

13.3.413.4.4 Workload Determination Procedure:

- a. Individual bargaining unitUNAC members shall collaborate with the department head/chair to prepare in writing a proposed workload for each semester of the next appointment period or other specified time period. The proposed workload shall account for factors including those specified in 13.43.2 and be completed and submitted to the department head/chair with a copy to the dean/director or designee by March 1 or at least sixty (60) days prior to the end of the current contract period.
- b. The department head/chair or appropriate administrator shall submit the following information to the appropriate administrator by April 1 or at least thirty (30) days prior to the end of the current contract period:
 - all the bargaining unitUNAC members' proposed workloads for the department
 - a summary of the courses and student-credit hours to be delivered
 - a summary of the aggregate teaching, research/creative activity and service activities to be accomplished by the department
- c. The administrator shall review and notify bargaining unitUNAC members of their assigned workload for the next contract period by May 1 or at least five (5) working days prior to the end of the current contract period. In the event of a major change to the proposed workload, the administrator will attempt to confer with the bargaining unitUNAC member.
- d. If a bargaining unitUNAC member wishes to dispute the workload assignment, United Academics may initiate a complaint on behalf of the bargaining unitUNAC member. The dispute shall proceed according to the Complaint Resolution Process outlined in Article 7.3.

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

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

13.3.713.4.7 Bargaining unitUNAC members who have externally funded research commitments shall be guaranteed the opportunity to buy out workload units as required to

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meet the commitments, provided that the overall teaching, research/creative activity, and service needs of the unit, as determined by the administrator, are met.

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

ARTICLE 15 *Compensation*

15.1 Purpose

Bargaining unitUNAC members are compensated for their teaching, scholarship, creative activity and service to the public, their institution, and their profession. The University of Alaska's compensation program is designed to support the teaching, research, and service mission of the University through the recruitment and retention of outstanding bargaining unitUNAC members. This is to be accomplished by maintaining a competitive compensation plan and salary structure consistent with the University's needs and resources. Post Doctoral Fellows during their first, second and third years of employment and Visiting Faculty in their first year of employment are not subject to the provisions of Article 15.

15.2 Salary Minimums

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

Rank/Status	Minimum
Post Doctoral Fellow*	<u>\$37,700</u> 36,600
Instructor/Lecturer	<u>\$48,925</u> 47,500
Assistant Professor	<u>\$58,710</u> 57,000
Associate Professor	<u>\$64,890</u> 63,000
Professor	<u>\$71,070</u> 69,000

*Effective starting the fourth year of employment.

15.3 Initial Placement

The University and United Academics are committed to the recruitment and retention of high quality faculty members. The University will, in good faith, make initial placements of new faculty members competitive with appropriate market comparators. Initial and subsequent appointments, rank, type of appointment, and base academic year salary shall

be established by the University. Rank, appointment, and salary shall be based on the needs and resources of the institution, the bargaining unit~~UNAC~~ member's education and experience, and prevailing market conditions as indicated by annual surveys of faculty salaries from sources appropriate to the hiring department or program which shall include, but not be limited to, the American Association of University Professors (AAUP), the Oklahoma State University (OSU), and the College and University Professional Association for Human Resources (CUPA).

15.4 Base Salary Adjustments

Increases in the base academic year salaries of bargaining unit~~UNAC~~ members shall occur in the manner prescribed in this ~~a~~Article.

15.4.1 Across the Board Salary Increases

In accordance with the terms of this Agreement, the University shall provide across the board salary increases to bargaining unit members effective the first full pay period after July 1, 2022, July 1, 2023, and July 1, 2024. No retroactive salary adjustments shall be made if appropriation fails to occur before the respective effective dates. There shall be no annual salary increases after December 31, 2024.

To receive across the board salary increases, otherwise eligible bargaining unit members must have been employed for at least nine (9) months.

Tenure-track bargaining unit members who have been notified of non-retention in accordance with provisions of Article 9 are not eligible for across the board salary increases.

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

In FY24, eligible bargaining unit members shall receive a two and one half percent (2.5%) across the board increase to base salary.

In FY25, eligible bargaining unit members shall receive a two percent (2.0%) across the board increase to base salary.

15.4.2 Promotion Increases

In the year of promotion in rank (promotion from Assistant to Associate Professor, Associate Professor to Professor), a bargaining unit~~UNAC~~ member shall receive a ten percent (10%) increase ~~to~~ⁱⁿ current base salary, in addition to all other base salary

adjustments. The increase in base salary shall be effective the first full pay period after July 1, following the ~~bargaining unit~~UNAC member's promotion. Any violations of the express provisions of this Article will be subject to the grievance process.

15.4.23 Retention and Equity Increases

Retention offers and equity salary adjustments shall be at the sole discretion of the University; however equity salary adjustments shall be discussed with United Academics prior to implementation. ~~Bargaining unit~~UNAC members may challenge University decisions made pursuant to this Article. Such decisions shall be considered substantive academic judgments.

There shall be no retention or equity increases ~~during the term of this Agreement effective~~ after December 31, 20~~24~~19.

~~15.4.3 Market Increases~~

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

~~Any market increases to eligible UNAC members will be effective the first full pay period after July 1, 2018.~~

~~There shall be no market increases for FY18. The University may distribute market increase in FY19 and FY20.~~

~~If funds are made available, a joint Union and University Labor Management Committee for Market Salary Increase will be formed to analyze salaries and determine the distribution of the calculated pool. The Union and the University may each select up to three participants to serve on this committee. The committee shall determine relevant employment factors and procedures for distributing the calculated pool using comparator market data appropriate to each MAU. The joint Union and University Labor Management Committee for Market Salary Increase will document the procedure used to determine and distribute market salary increases in a joint Letter of Understanding.~~

~~Individual market adjustments will be made according to each eligible UNAC member's equiproportional share of the pool based on the amount of the individual UNAC member's negative residual in FY19 and FY20. No distributions will be made in excess of a UNAC member's full residual; nor will distributions be made if the amount of the residual is less than one percent (1.0%) of their nine month base salary. The parties will meet and confer as needed regarding the salary analysis and will agree on the distribution of the pool in each year.~~

~~There shall be no further increases under this provision during the term of the agreement after December 31, 2019.~~

15.5 Merit Bonuses

In addition to any base salary adjustments provided in this Article, the University may, ~~at its~~ in its sole discretion, award nonrecurring bonus payments to ~~bargaining unit~~UNAC members for extraordinary performance far beyond expectations. If the University determines that merit bonuses will be awarded, the dean ~~or~~ /director shall recommend to the provost those ~~bargaining unit~~UNAC members whose exemplary performance may warrant a bonus. The provost shall then determine the recipients and amounts of merit bonuses. Award of merit bonuses is not subject to the dispute resolution process under Article 7.

The University may provide up to one percent (1%) of the total base payroll for merit bonuses each fiscal year. The one percent (1%) of the total base payroll will be calculated as of July 1 of each fiscal year.

There shall be no merit bonuses ~~during the term of this agreement~~ after December 31, 20~~24~~19.

15.5.1 Merit Bonus Factors

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

- formal or informal evaluations conducted by department heads/chairs
- quality of teaching
- number and quality of scholarly publications
- success in securing externally funded grants, contracts or awards
- ~~success~~ success in completion of grants, contracts or awards
- creativity in artistic works ~~and performances~~
- progress in establishing or developing a research program
- high level of instructional effectiveness

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- quality of service to the university community or to the profession
- development and commercialization of intellectual property
- quality of outreach efforts through distance education
- strong and mutually beneficial linkages with business, government, or community partners
- other scholarly activity performed at an exemplary level

15.5.2 Limited Merit Bonuses

Specifically limited to the term of this agreement, the University may, at its sole discretion and according to factors determined by the dean ~~or~~ director, award nonrecurring bonus payments to ~~bargaining unit~~UNAC members not to exceed \$1,000, for performance of nonrecurring activities or service to the University. Limited merit bonuses shall not require written justification memoranda. The University shall not be required to provide written notice of limited merit bonuses to United Academics unless specifically requested to do so by the union.

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

15.5.3 Post-Tenure Evaluation Merit Bonuses

The University may, at its sole discretion, award nonrecurring merit bonus payments, to ~~bargaining unit~~UNAC members who achieve an exemplary post-tenure evaluation. The University shall provide written notice of merit bonuses to United Academics within a reasonable time and shall include the name of the ~~bargaining unit~~UNAC member and the amount of the bonus.

United Academics agrees that post-tenure evaluation merit bonuses are not subject to dispute under Article 7.

15.6 Merit Pay Adjustments

Merit pay adjustments to base salary may be awarded to ~~bargaining unit~~UNAC members for sustained exemplary performance. Award of merit pay adjustments are not subject to the dispute resolution process under Article 7.

15.6.1 Merit Pay Criteria

Criteria for such adjustments may include:

- number and quality of scholarly publications
- creativity in artistic works and performances
- success in establishing or developing a research program
- success in securing externally funded grants, contracts or awards
- high level of instructional effectiveness
- exemplary service to the state, university community, or the profession
- development and commercialization of iIntellectual pProperty
- significant collaborations and mutually beneficial partnerships with business, government, or community

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

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

15.6.3 Post-Tenure Merit Adjustments

A bargaining unit~~UNAC~~ member may qualify for a merit adjustment to base salary as a possible outcome from a post-tenure review process at the sole discretion of the MAU Provost. Award of post-tenure adjustment is not subject to the dispute resolution process under Article 7.

15.6.4 Non Tenure-Track Term Merit Adjustments

A non tenure-track term bargaining unit~~UNAC~~ member may qualify for a merit adjustment to base salary at the sole discretion of the MAU Provost. Award of non-tenure track term merit adjustment is not subject to the dispute resolution process under Article 7.

15.7 Salary Augmentation

A ~~bargaining unit~~UNAC member's salary may be augmented during the term of an administrative assignment as department head/chair, upon receiving an overload (additional) assignment during the academic year, or upon receiving a summer appointment or contract extension. Augmentations expire at the end of the assignment.

Unusually heavy research and/or teaching responsibility during the academic year appointment shall not result in additional compensation. Extra compensation at an appropriate rate or other consideration as determined by the chancellor, or designee, may be provided under this Article.

15.7.1 Department Heads/Chairs

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

- a. Release from at least one ~~(1), three (3)~~-credit course per academic year, or an equivalent research or service effort
- b. At least one ~~(1)~~ month extension to the base academic year appointment
- c. A payment of up to six thousand five hundred dollars (\$6,500) distributed either as a one-time, lump-sum payment at the end of each academic year in which the ~~bargaining unit~~UNAC member has served in this capacity or over a specified series of pay periods within an academic year, not to exceed 19.5 pay periods.

An assignment as department head/chair may, in the sole discretion of the dean, be compensated by a combination of the above options.

15.7.2 Summer Appointments

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

- a. ~~Bargaining unit~~UNAC members holding an academic year appointment and employed in the summer for non-instructional purposes may receive up to one-ninth (1/9) of the academic year base salary for each month of such assignment, up to a maximum of one-third (1/3) of the base academic year salary for a three ~~(3)~~-month assignment.
- b. Summer instructional programs are intended to be provided on a self-support basis. Salary offered to regular faculty with an academic year appointment for summer

session instruction may range from \$1,500 per credit hour to a maximum rate set proportional to a faculty member's base academic year salary, depending upon the needs of the summer instructional program. In no event shall the total per-credit amount paid to a faculty member exceed the proportional amount of the faculty member's base academic year salary. If a bargaining unitUNAC member's summer session assignment is canceled due to low enrollment, or some other factor, at the discretion of the University, no extra compensation shall be due the bargaining unitUNAC member.

15.7.3 Overload Appointments

Overload appointments may be made for additional and separate instructional or other work assignments during the base academic year appointment. Overload appointment compensation may range from \$1,500 per credit hour or equivalent research or service effort to a maximum rate set proportional to a faculty member's base academic year salary, depending upon the needs of the program.

15.8 Geographic Differentials

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

15.9 Faculty Development

The University will provide the following amounts to be used for faculty professional development:

On September 15, 20~~17~~22, the University will allocate \$300,000 for FY20~~18~~23;

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

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

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The funds will be distributed to the three MAUs based upon the percentage of bargaining unitUNAC members assigned to each. ~~At UAS, travel funds will be designated to the Wilson Fund. At UAA and UAF, t~~The funds will be designated to the office of the Provost for bargaining unitUNAC member ~~travel professional development. and e~~Each

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Provost will convene a joint labor management group of two ~~(2) members~~representatives from each party to review ~~travel~~professional development requests and rank the requests for funding. Annually, by July 31, the University will provide to United Academics a list of bargaining unit members ~~faculty~~ who received such funds, including amounts awarded, in the previous fiscal year. The above professional development funds will be in addition to United Academics buyouts for bargaining unit~~UNAC~~ members.

~~15.10 Faculty Initiative Fund~~

~~The University will allocate \$1 million between FY18 and FY20 for the Faculty Initiative Fund. In each year of the Agreement, UNAC members may apply to the Statewide Academic Committee (SAC) for funds to support initiatives including innovative research, creative activity or performance, or other scholarly endeavors. Faculty Initiative Funds may also be used as seed money toward the procurement of external grants and contracts. Decisions by the SAC are at the sole discretion of the University and not subject to the dispute resolution process under Article 7. United Academics will be notified by the University of award recipients and the amounts awarded to each.~~

~~15.11 University of Alaska Regents' Professor~~

~~The University, at its sole discretion, may confer upon a UNAC member the title of University of Alaska Regents' Professor. Upon conferral of the title, the UNAC member will receive a lump sum of \$10,000.~~

ARTICLE 16

Personnel Benefits

16.1 Health Insurance

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

a. UA Choice

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

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

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

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including out-of-pocket expenses (deductible, copay, coinsurance, and out of pocket maximum) to be implemented during the term of this agreement will be presented to the Joint Health Care Committee for review and recommendation. The University will not adopt changes suggested by this committee that would:

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

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

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

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

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

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

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

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The University will consider for implementation committee recommendations that are consistent with the purpose of the committee. The Chief Human Resources Officer (CHRO) may determine that the best interests of the University, its employees or the health care plan would not be served by accepting the recommendation. In those cases where the CHRO does not accept the committee's recommendation, the CHRO shall set forth in writing the reasons for that determination. The decision of the CHRO shall be rendered in writing within twenty (20) business days of the receipt of the committee's recommendations. The CHRO's decision is final and binding and not subject to further review. Copies of the committee's recommendations and the CHRO's decision shall be posted on the University of Alaska Statewide HR Benefits wWebsite.

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

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

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

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

16.2 Reimbursement Accounts, Tax Sheltered Annuities, University Pension

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

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

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

16.3 Education Benefits

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

- ~~a. After six months from date of hire, UNAC members shall have graduate and/or undergraduate course credit hours charges (tuition) waived for up to eight credits per semester for a maximum of sixteen credits per academic year, beginning with the fall semester and ending with the summer term, unless otherwise agreed to in the UNAC member's initial letter of appointment.~~
- ~~b. UNAC members eligible for education benefits who will be employed by the University for the following academic year and who are not employed by the University during the summer shall have graduate and/or undergraduate course credit hour charges (tuition) waived up to sixteen credits per summer within the sixteen credits per year limitation.~~
- ~~c. Once eligible for education benefits, a UNAC member's spouse, financially interdependent partner and dependent children under the age of twenty-four shall have course credit hour charges (tuition) waived.~~
- ~~d. UNAC members who qualify as permanently disabled under the applicable state retirement system or have included University coursework as part of a leave of absence approved pursuant to this Article are entitled to educational benefits in accordance with University Regulation R04.06.010 (dated 12-06-12).~~
- ~~e. Education benefits provided in this Article do not apply to programs in which tuition or surcharges exceed the University no~~

16.4 Holidays

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

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

16.5 Faculty Time Off

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

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

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

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

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

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

16.6 Sabbatical Leave

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

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

a. Eligibility

Tenured or tenure track bargaining unit~~UNAC~~ members who shall have completed at least five (5) consecutive years of service within the MAU shall be eligible for consideration to take sabbatical leave during the sixth or subsequent year of service.

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

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

b. Terms and Conditions

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

c. Applications

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

d. Obligation to Return

The recipient shall be obligated to return to the University for further service of at least one (1) appointment period. Failure of the recipient to fulfill this obligation shall require forfeiture of retirement accrued during the leave. Additionally, failure of the recipient to fulfill this obligation shall require the full and immediate repayment of salary and benefits received from the University while on leave, except in extenuating circumstances acceptable to the chancellor, or designee.

e. Report and Evaluation

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

f. Approval

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

g. Leave Credits

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

16.7 Sick Leave

- a. Bargaining unitUNAC members are authorized sick leave benefits as outlined in University Regulation R04.06.130 and as noted below.
- b. The university will provide family and medical leave (FML) in accordance with applicable state law (A.S. 39.20.500), federal law and regulation (29 U.S.C. 2601 and 29 CFR Part 825), and University Regulation (R04.06.144) as they may be modified from time to time.

- c. Parental leave is available to ~~bargaining unit~~UNAC members and shall be granted in the order of sick leave with pay and sick leave without pay. All parental leave shall be granted in accordance with the Family Medical Leave Act and the Alaska ~~Maternity and~~Family Leave Act.
- d. Sick leave may be used to arrange or attend a funeral, ~~memorial, or similar event~~. The eligibility rules for such use are as follows:
 1. The sick leave must be approved by the ~~bargaining unit~~UNAC member's dean or director, or designee.
 2. Sick leave of up to ten ~~(10)~~ consecutive work days may be used to arrange or attend the funeral, ~~memorial, or similar event~~ of a member of a ~~bargaining unit~~UNAC member's immediate family. A written request for periods exceeding ten ~~(10)~~ consecutive work days must be provided and approved by the dean or director, or designee.
 3. Up to one ~~(1)~~ work day of sick leave may be taken to attend the funeral, ~~memorial, or similar event~~ of a friend or relative not in the immediate family.
 4. For the funeral, ~~memorial, or similar event~~ of a deceased ~~bargaining unit~~UNAC member, the dean or director, or designee, determines the number of ~~bargaining unit~~UNAC members who may attend. Sick leave is permitted, and the attendance must be reported as sick leave.

16.8 Other Leave

a. Sick Leave Bank

1. United Academics and the University agree that the former University of Alaska Federation of Teachers, Local 2404, AFL-CIO (UAFT Sick Leave Bank (Bank)) shall continue, except that no further contributions shall be made to the Bank.
2. Bargaining unit members shall be eligible to withdraw from the Bank from the beginning of their employment with the University of Alaska, consistent with this provision.
3. A bargaining unit member on approved State or Federal Family Medical Leave (FML) for the bargaining unit member's serious health condition that makes the employee unable to perform the essential functions of their job or to care for an immediate family member (as defined in R04.06.144) with a serious health

condition may withdraw sick leave days from the Bank, the primary sources of additional sick leave for bargaining unit members, immediately upon depletion of that bargaining unit member's personal accumulation of Sick Leave and Faculty Time Off. Bargaining unit members must withdraw the maximum available benefit from the Bank prior to requesting additional sick leave under the University Leave Share program.

4. A bargaining unit member may withdraw Bank hours once the bargaining unit member has met the eligibility requirements listed in section 3. A bargaining unit member becomes ineligible to withdraw sick leave days from the bank upon the bargaining unit member's termination date, or exhaustion of FML, whichever occurs first.
5. The Bank is administered by the University. The University will provide a report of Bank usage on a quarterly basis. The University and United Academics will meet and confer regarding administration of the Bank.

a.b. Leave Share

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

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

b.c. Sick Leave Without Pay

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

e.d. Jury Duty

1. In order that bargaining unitUNAC members may fulfill their civic responsibility as jurors or witnesses, regular bargaining unitUNAC members are granted leave of absence with pay for these purposes.
2. Definition: Jury duty or duty as a court witness is that service and time spent away from a University job as a result of a subpoena issued by a court. Service as a volunteer expert witness, representative of a party other than the University, or other volunteer court duty is not included in the provisions of this leave of absence.
3. Regulations: Deans or directors, or designees, are authorized to grant such leave with pay upon the presentation of a subpoena by the bargaining unitUNAC member. A record of absences for these purposes shall be maintained and reported as jury duty leave with pay.
4. It is the responsibility of the bargaining unitUNAC member to keep his/her/their dean or director, or designee, informed of the anticipated time to be spent away from the job for this purpose.
5. The bargaining unitUNAC member's regular University pay shall continue to be paid during such leaves of absence.
6. Any pay received by a bargaining unitUNAC member from a court system for service on jury duty or as court witness duty shall promptly be submitted by the bargaining unitUNAC member to the University to offset part of the cost of such absences.

d.e. Military Leave

1. A regular bargaining unitUNAC member who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence with pay to a maximum of sixteen and one-half (16 ½) working days in one calendar year during which the bargaining unitUNAC member is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the bargaining unitUNAC member must provide a copy of the order that shall establish his/her/their eligibility for military leave.
2. For other than required training periods discussed above, regular bargaining unitUNAC members are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to statutory benefits and rights to reemployment provided for by state or federal law. For a military leave of absence, the bargaining unitUNAC member must give advance written or verbal notice of leave to the dean or director, or designee. If the leave was for more than

thirty-one (31) days, the returning bargaining unit~~UNAC~~ member must, at the request of the supervisor, provide documentation, such as written orders, which establishes length and character of the service and the timeliness of the application for re-employment.

3. Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

e.f. Leave of Absence (nonmedical)

1. A leave of absence is without pay and must be approved by the chancellor, or designee. The bargaining unit~~UNAC~~ member's dean or director, or designee, may approve in writing a leave without pay request of ten (10) working days or less.
2. Granting leave of absence shall not affect the bargaining unit~~UNAC~~ member's status except as provided by University Regulation or as agreed to in writing at the time leave is granted.
3. During the leave the bargaining unit~~UNAC~~ member is entitled to full rights and privileges as in regular service except that they he/she shall not receive salary and shall not accumulate sick leave. The bargaining unit~~UNAC~~ member may continue the health/life insurance and retirement programs to the extent allowed by law and/or University Regulation, and shall pay the bargaining unit~~UNAC~~ member and the University's portions of any cost.
4. Leave of absence may be granted for a variety of purposes. Leave of absence may be granted for up to one (1) year, and may be renewed for up to one (1) additional year. The justification and merit of an application for leave of absence shall be assessed in each individual case.
5. Unless otherwise agreed to in writing, the leave recipient shall return to the same position which he/shethey occupied before leaving, or, if the position no longer exists, to a comparable position.
6. A bargaining unit~~UNAC~~ member wishing to take leave of absence shall apply to his/hertheir dean or director, or designee. The application shall be forwarded through normal administrative channels, with recommendations being added at each level, to the appropriate chancellor, or designee, who shall then notify the applicant in writing of the decision. Notification shall also be sent to the president of the University and the statewide~~University of Alaska~~ eOffice of Human Resources. The applicant may withdraw an application for leave of absence prior

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to the making of a commitment by the University or change of position by the University.

f.g. Special Assignments

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

ARTICLE 17

Working Conditions

17.1 Nondiscrimination

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

17.1.2 A bargaining unit member shall have the right to use the Board of Regents Policy and University Regulation 04.02. General Personnel Policies or any external administrative agency dispute procedures should an allegation regarding illegal discrimination arise.

17.2 Health and Safety

17.2.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, ~~and~~ the prevention of accidents, and response to national or local health crises, are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees at all university facilities, following applicable requirements. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall participate in all required safety and accident prevention programs and trainings. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no ~~UNAC bargaining unit~~ member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

17.2.2 Any ~~bargaining unit~~ ~~UNAC~~ member who is injured or who is involved in an accident during the course of ~~his or her~~ employment, no matter how slight the injury, shall file an accident report with ~~the his/her~~ dean or director, or designee, prior to the end of the workday or as soon as possible after the injury or accident.

17.2.3 The University agrees to assess any unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported to the ~~bargaining unit~~ ~~UNAC~~ member(s) who reported the conditions and to United Academics.

17.2.4 The University will make available to ~~bargaining unit~~ ~~UNAC~~ members all information as required by local, state, and federal law dealing with occupational safety and health. The University will make available to bargaining unit members information regarding national or local health crises that may impact the University workplace.

17.2.5 The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. ~~Bargaining unit~~UNAC members agree to use such equipment properly and as directed by the University to prevent injury and accidents.

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

17.3 Other Required Training

~~Bargaining unit~~UNAC members shall participate in all University required training (e.g., FERPA, Title IX, emergency response).

17.4 ~~Bargaining Unit~~UNAC Member Hours

~~Bargaining unit~~UNAC members shall maintain hours that meet the teaching, research/~~creative activity~~ and service responsibilities of their assigned workload and other ~~U~~niversity obligations. ~~Bargaining unit~~UNAC members shall establish, post, and maintain reasonable office hours that provide for student contact and that meet the educational and programmatic needs of the University. The ~~bargaining unit~~UNAC member's scheduled office hours, ~~{and whether they are in person and/or virtual,}~~ shall be submitted to and approved by the ~~bargaining unit~~ UNAC-member's dean, director, or designee.

17.5 Faculty Offices ~~and Office Technology~~

The University shall assign individual office space ~~and provide office technology~~ in a fair and nondiscriminatory manner which supports ~~bargaining unit~~UNAC members' ability to meet the entire workload expectations.

17.6 Assignments Requiring Travel or Use of Personal Vehicle

17.6.1 ~~Bargaining unit~~UNAC members incurring expenses while traveling on University business shall be reimbursed in accordance with applicable provisions of University Regulation 05.02.060.

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

17.7 Relocation

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Bargaining unitUNAC members who are transferred by the University to a work location more than sixty (60) miles from the current work location shall be reimbursed for moving expenses in an amount up to one (1) month's salary at the bargaining unitUNAC member's current rate of pay. Exceptions shall be as provided in University Regulation 05.02.060. The University shall give at least six (6) months' advance notice to any bargaining unitUNAC member whom it intends to transfer.

17.8 Outside Activities

17.8.1 Bargaining unitUNAC ~~M~~members may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a bargaining unitUNAC member by the OMA~~U~~ human resources ~~office or statewide~~ office of H~~h~~uman R~~r~~esources.

17.8.2 Outside activities means work or activities which are not within the scope of the regular employment duties of the bargaining unitUNAC member. It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the employee's regular University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services. In reviewing outside activities, deans, directors, or their designee will consider whether outside activities are required for certification, licensure or other professional requirements mandated by licensing bodies to perform academic duties.