

UA Mediation Proposal Package (redlined against the January 1, 2017 - December 31, 2019
CBA) Comprised of Article 9, Article 11, Article 13, Article 17
Presented 10/28/22

ARTICLE 9

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

9.1 Faculty Appointment

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

9.1.1 Appointment with Tenure

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

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

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

9.1.2 Tenure Track Appointment

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

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

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

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

9.1.3 Non-tenure Track Term Appointment

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

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

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

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

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

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

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

9.1.4 Post Doctoral Fellow Appointment

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

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

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

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

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

9.1.49.1.5 Appointment Duration

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

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

9.1.59.1.6 Method of Appointment

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

9.1.69.1.7 Appointments of Distinction

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

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

9.1.79.1.8 Professional and Ethical Standards

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

9.2 Evaluation

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

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

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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 theirhis or her discretion. The dean, director, or designee may consider additional information contained within the UNAC bargaining unit member's academic record file and other files as defined in Article 12.2.

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

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

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

a. Annual Review

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

b. Fourth-Year Comprehensive Review

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

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

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

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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;

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

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

b. Denial of Promotion

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

c. Withdrawal of Promotion File

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

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

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

9.2.4 Evaluation of Tenure Track UNAC Bargaining Unit Members for Tenure

a. Evaluation Process

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

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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

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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, ~~A~~director or ~~D~~esignee's evaluation, the ~~UNAC bargaining unit~~ member must submit an Annual Activity Report by November 1.

d. Appeal ~~P~~rocess ~~R~~egarding ~~A~~ward of ~~T~~enure

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;

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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 ~~C~~committee and the provost. The review may proceed to the chancellor only at the written request of the UNAC-bargaining unit member.

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

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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

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

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

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

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

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

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

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

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c. Denial of Promotion

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

d. Withdrawal of Promotion File

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

e. Appeal Process Regarding Award for Promotion

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

9.3 Tenure

9.3.1 Locus of Tenure

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

9.3.2 Method of Appointment to Tenure

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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

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

d. Years of Service Computation

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

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

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

e. Failure to Receive Tenure

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

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

f. Rejection of Tenure

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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

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

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

9.4.3 Non-renewal of Post Doctoral Fellow Bargaining Unit Members

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

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

9.4.39.4.4 Failure to Receive Tenure

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

9.4.49.4.5 Resignation or Retirement

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

9.4.59.4.6 Just Cause

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

~~9.4.69.4.7~~ 9.4.69.4.7 United Academics Notice

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

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ARTICLE 11

Disciplinary Action

11.1 Just Cause

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

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

11.1.2 Considerations Prior to Disciplinary Action

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

11.2 Disciplinary Investigation and Research Inquiry

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11.2.1 Disciplinary Investigation

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

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

11.2.2 Research Inquiry

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

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

11.3 Disciplinary Action

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

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

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

11.3.2 Disciplinary Action for Academic Incompetence

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

- a. The University shall provide the written findings of the investigation and the proposed disciplinary action to the ~~UNAC bargaining unit~~ member, United Academics, and the MAU disciplinary committee, a standing committee composed of three (3) ~~UNAC bargaining unit~~ members appointed by United Academics.
- b. Within ten (10) days of receipt of the findings, the MAU disciplinary committee shall conduct a due process hearing on the record at which the ~~UNAC bargaining unit~~ member, with assistance from designated United Academics representatives, shall be provided the opportunity to respond to the findings and a University representative may respond. The hearing shall be closed to all except the parties (i.e., the committee, the ~~UNAC bargaining unit~~ member, United Academics representatives, and administration representatives), unless otherwise agreed to by the parties.
- c. Within ten (10) days of the conclusion of the hearing, the MAU disciplinary committee shall provide its recommendation and the reasons therefore on the proposed disciplinary action to the dean or director, the ~~UNAC bargaining unit~~ member and United Academics. Normally the dean or director will accept the recommendation and proceed accordingly except in compelling circumstances wherein the dean or director believes that the best interests of the University would not be served in accepting the recommendation. If the dean or director intends to take an action other than that recommended by the committee, the dean or director shall specify the reasons in writing, which will be provided by the University to the ~~UNAC bargaining unit~~ member

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

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ARTICLE 13

Workload

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

13.1.13.2 Definitions

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

13.1.213.2.2 A bargaining unitUNAC 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 unitUNAC member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill his/hertheir professional responsibility to the University. The determination of a bargaining unitUNAC 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.

13.1.313.2.3 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 unitUNAC member's field, or leading to external funding recognizing the bargaining unitUNAC 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;

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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

~~13.2.1~~13.3.1 The primary professional responsibilities of bargaining unitUNAC members are teaching, research, scholarship, creative activity, and service to the University and the public. Post doctoral fellows, in particular, may have workloads directed exclusively towards research.

~~13.2.2~~13.3.2 Bargaining unitUNAC members have additional professional responsibilities including, but not limited to: maintaining reasonable office hours; working collaboratively and productively with colleagues; participating in conferences and seminars; maintaining currency in disciplinary subject matter, methodology, and pedagogy; and preparing for and participating in traditional academic functions. Post doctoral fellows may not have accountability for each of the professional responsibilities detailed above.

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

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~~13.3~~13.4 Workload

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

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

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

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

~~13.3.4~~13.4.4 Workload Determination Procedure:

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

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

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

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

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

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

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

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

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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

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

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

17.3 Other Required Training

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

17.4 Bargaining Unit~~UNAC~~ Member Hours

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

17.5 Faculty Offices and Office Technology

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

17.6 Assignments Requiring Travel or Use of Personal Vehicle

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

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

17.7 Relocation

Bargaining unit~~UNAC~~ members who are transferred by the University to a work location more than sixty (60) miles from the current work location shall be reimbursed for moving expenses in an amount up to one (1) month's salary at the bargaining unit~~UNAC~~ member's

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current rate of pay. Exceptions shall be as provided in University Regulation 05.02.060. The University shall give at least six (6) months' advance notice to any bargaining unitUNAC member whom it intends to transfer.

17.8 Outside Activities

17.8.1 Bargaining unitUNAC Mmembers may engage in outside activities which fall outside of the scope of their University assignment provided they comply with applicable provisions of University Regulation and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 et seq. A copy of the Alaska Executive Branch Ethics Act Handbook will be provided upon request to a bargaining unitUNAC member by the OMAhuman resources ~~office or statewide~~ office of Hhuman Resources.

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

TA - Articles 9, 11, 13 and 17

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