

**COLLECTIVE BARGAINING AGREEMENT**

between the

**University of Alaska**

and

**United Academics – AAUP/AFT**

January 01, 2014 – December 31, 2016



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# ARTICLE 1

## *Agreement*

This agreement is made and entered into this first day of January 2014 by and between the University of Alaska ("University"), and United Academics -AAUP/AFT ("United Academics", "Association" and/or "Union").

## **ARTICLE 2**

### ***Purpose***

This agreement establishes the terms and conditions of employment for all members of the bargaining unit.

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote the basic mission and purpose of the University of Alaska. The parties share in the commitment of the University community to the achievement of optimal conditions for discovering and disseminating knowledge within an atmosphere of academic freedom, fairness, and individual and institutional accountability. The parties commit themselves to administer this Agreement in such a way as to insure that the above stated principles shall be best served.

It is recognized that unit members are uniquely qualified to participate in the academic governance of the University. It is also recognized that unit members acting in concert with other constituencies can provide valuable contributions at all levels of the University. Accordingly, United Academics and the University agree that the opportunity for unit members to participate in the governance of the University is important to its effective operation. It is further agreed that unit members' voluntary participation in University governance is an integral part of the University community's culture.

Participation by United Academics members in activities recognized in Article 13.1.3(c) (2) in this agreement is also recognized as a valuable contribution to the University.

## ARTICLE 3

### *Recognition*

- 3.1 The University recognizes United Academics as the sole and exclusive representative for the members of the bargaining unit described below:

All regular non-adjunct faculty in the following ranks: Instructor, Assistant Professor, Associate Professor, Professor; Research Assistant Professor, Research Associate Professor, Research Professor; Visiting Instructor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor; Cooperative Extension Faculty and/or Agents, Post Doctoral Fellows; Librarians, counselors, rehabilitation faculty, advisors, cooperative extension agents, and other academically related personnel and department heads/chairs.

- 3.2 Excluded from the bargaining unit are post doctoral fellows during their first, second and third years of employment and visiting faculty in their first year of employment. In addition, excluded are all other employees of the University including, but not limited to, employees in the above ranks who are supervisory or confidential or who are employed (a) by a community college, (b) at an extended site (i.e., site of a present or former community college), (c) as vocational-technical instructors, or (d) to teach exclusively at the lower division level. The university will not make a claim that department heads/chairs are supervisors based solely on their status as department heads/chairs or on their participation in the evaluation process.
- 3.3 If a faculty member's assignment changes in such a manner as to alter his/her bargaining unit status, the University will implement the appropriate change in status within a reasonable length of time. The Union will inform the University of incorrect unit placements within a reasonable length of time. Any concerns regarding timeliness under this provision shall be addressed by the parties in a meeting pursuant to Article 20.

## ARTICLE 4

### *Membership, Dues Deduction, and Agency Fee*

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



- 4.2 All bargaining unit members shall:
- a. Provide the University with a written authorization to deduct from each paycheck the appropriate pro-rata portion of membership dues or agency fees in accordance with Article 4.4; or
  - b. Make alternate arrangements with United Academics to pay the membership dues or agency fees.
- 4.3 In the event of claims, demands, suits or grievances brought by or on behalf of one or more unit members against the University relating to the application of this Article, United Academics shall indemnify and hold the University harmless against any and all liability that arises by actions taken by either party.
- 4.4 The University agrees to deduct the membership dues or the agency fee of United Academics from the pay only of those bargaining unit members who authorize in writing that such deductions be made. All union charges, including but not limited to dues, initiation and service fees of any kind, shall be charged as a percentage of compensation exclusive of any benefits, which percentage shall be equal for each unit member for each category of charge (i.e., one category for membership dues, and one category for agency fee). The aggregate deduction from all unit members for each payroll period shall be remitted to United Academics within fifteen working days following the deduction, with a listing of the unit members' names and the amount deducted. The deduction authorization shall terminate on December 31, 2016, unless revoked before that date by the unit member by giving written notice to United Academics and to the University, or unless extended by express mutual agreement of the parties.
- 4.5 The University shall remit the amount collected to the Union at the address provided by the Union, and shall have no liability for the deduction and remittance other than exercising ordinary due care.
- 4.6 Unit members authorizing deductions shall use the form agreed upon by the parties. The form shall include two levels of deduction, one for membership dues and one for an agency fee limited to the bona fide expenses of representing the bargaining unit in negotiations and contract administration. A single part deduction form shall be provided to the unit member by the University.

## ARTICLE 5

### *United Academics Representatives and Privileges, Release Time and Faculty Development*

- 5.1 Representatives of United Academics shall be permitted to conduct Union business in and at University facilities only if such activities do not interfere with the professional responsibilities of unit members or with University operations.
- 5.2 Release Time:
- a. United Academics may purchase the release of up to 48 workload units per semester upon payment to the University for the released portion of each unit member's salary and benefits. United Academics may distribute release time in any combination of workload units to unit members.
  - b. United Academics shall notify the University no later than March 15 as to the unit members who are to receive releases during the subsequent academic year. In exceptional circumstances, changes may be made by United Academics no less than 60 days prior to the beginning of a semester.
  - c. Payment to the University for released time must be made prior to the release of a unit member, upon presentation by the University of a billing statement.
  - d. The University may, at its sole discretion, substitute other unit members or non-unit members to perform the portions of the workloads from which unit members have been released. Funds remaining after substitute credit hours have been paid shall be used for faculty travel for professional development. On September 15 of each year of this agreement, the funds will be distributed to the three MAUs based upon the percentage of unit members assigned to each. At UAS, travel funds will be designated to the Wilson Fund. At UAA and UAF, the funds will be designated to the office of the Provost for unit member travel and each Provost will convene a joint labor management group of two members from each party to review travel requests and rank the requests for funding. Annually, by July 31, the University will provide to United Academics a list of faculty who received such funds, including amounts awarded, in the previous fiscal year
- 5.3 United Academics shall provide the University with a list of names, official addresses, and phone numbers of the duly certified officers and all representatives, and maintain that list's currency.
- 5.4 United Academics may use the University's meeting facilities for United Academics' business with unit members on the same basis as other organizations.

- 5.5 The University shall permit posting of official United Academics notices on a bulletin board specifically designated for such use at each MAU.
- 5.6 The University shall provide two unfurnished offices for use by United Academics, one at UAA and the other at UAF, upon payment of \$7,500 for FY15, \$9,000 for FY16, and \$10,500 for FY17 by United Academics to the University no later than September 1 of each academic year. The office space currently occupied by United Academics at UAA and UAF will continue to be designated for this purpose unless unusual circumstances arise that make it necessary for alternate space to be considered. In such an event, the University will meet and confer with United Academics regarding an acceptable alternate space.
- 5.7 The University shall provide (a) notice that the unit member is in the bargaining unit represented by United Academics; (b) a copy of the Authorization of Payroll Deduction of Dues and Agency Fee form to each new unit member within thirty days of their initial date of employment; (c) and notice to each current unit member and to each new unit member within thirty days of initial date of employment that an electronic copy of this agreement is available on the University's and United Academics' websites.
- 5.8 The University shall provide United Academics, upon reasonable request, and within thirty days of said request, with the information and data necessary to administer this agreement. Said data shall be made available both in printed and electronic versions. United Academics shall pay for the cost of gathering, producing, copying, assembling, and otherwise providing requested information, except where the information requested is required by federal or state law to be provided to United Academics at no cost.
- 5.9 The University shall provide a list of current unit members to United Academics every biweekly pay period.

## ARTICLE 6

### *Academic Freedom and Responsibility*

- 6.1 The University and United Academics agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any individual's right to free speech or to infringe upon the academic freedom of any member of the University community.
- 6.2 Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate when appropriate that one is an institutional representative.
- 6.3 The University of Alaska and United Academics endorse the "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments," issued by the American Association of University Professors and the Association of American Colleges, and the 1999 statement "On Collegiality As a Criterion for Faculty Evaluation," issued by the American Association of University Professors.
- 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.

## ARTICLE 7

### *Resolution of Disputes*

#### 7.0 Purpose

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

#### 7.1 Definitions

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

- ii. hand delivery, or;
- iii. facsimile with demonstration of sending to recipients facsimile machine (e.g., printed send report), or;
- iv. USPS or a courier service with receipt of submission.

For purposes of timeliness, filing within the system constitutes delivery. For example, the moment an e-mail is sent or the moment a letter is given to the delivery service is equivalent to filing.

- g. A "response" is the filing of the written response to a grievance or complaint.
- h. An "administrator" is the first level University official outside the bargaining unit with administrative responsibility for the academic unit in which the grievant or complainant is employed. This would normally be the dean or the director.
- i. A "meeting" can be conducted with the parties at one physical location or the parties connected by teleconference, videoconference, or other appropriate technology.
- j. A "MAU" is a major administrative unit. These are the University of Alaska Anchorage, University of Alaska Fairbanks, and the University of Alaska Southeast.
- k. A "supervisor" is the first level of administration above the administrator. This would normally be the provost of an MAU.

## 7.2 Grievance Resolution Process

The Grievance Resolution Process is the sole and exclusive process for resolving grievances as defined in Article 7.1(a).

### 7.2.1 Step 1: Informal Resolution

United Academics must notify the responsible administrator of the grievance and must attempt an informal resolution with the administrator. Notification that there is a grievance must be given in writing to the administrator within thirty days after the event giving rise to the grievance, or within thirty days after the grievant became aware, or reasonably should have been aware of the event giving rise to the grievance, whichever is later.

If within ten days of notification of the administrator in Step 1 the attempt at an informal resolution of the grievance is not successful and United Academics chooses to pursue the grievance, United Academics must file a formal grievance in writing with the supervisor.

### 7.2.2 Step 2: Formal Resolution at First Level

The formal grievance shall be signed by a United Academics' representative and shall include the following:

- a. the specific term(s) of this Agreement, Board of Regents' Policy or University Regulation alleged to have been violated, misinterpreted, or misapplied;
- b. a description of the grounds of the grievance including names, dates, places, and times necessary for a complete understanding of the grievance;
- c. the remedy sought;
- d. the name(s), academic unit(s), MAU, telephone number, and address at which the grievant shall receive all correspondence related to the grievance; and
- e. the name, telephone number, and address of the grievant's representative.

The supervisor receiving the grievance shall, within ten days, schedule a meeting with the grievant and a United Academics' representative to occur as soon as it can be mutually arranged. Within ten days following that meeting, the supervisor shall issue a written finding to the grievant and to United Academics.

If United Academics is not satisfied with the finding of the supervisor at Step 2, the grievance may be advanced in writing to the chancellor within ten days of United Academics' receipt of the Step 2 finding, or the date the finding was due, whichever occurs first.

If the supervisor in Step 2 is the chancellor, the grievance shall move immediately to Step 4. If the supervisor in Step 2 is the president, the grievance shall move immediately to Step 5.

### 7.2.3 Step 3: Appeal to Chancellor

The chancellor, or designee, receiving the Step 3 grievance shall, within ten days, schedule a meeting with the grievant and United Academics to occur as soon as it can be mutually arranged. Within ten days following the meeting, the chancellor, or designee, shall issue a written finding to the grievant and to United Academics.

If United Academics is not satisfied with the finding of the supervisor in Step 3, the grievance may be advanced in writing to the president of the University within ten days of United Academics' receipt of the Step 3 finding or the date the finding was due, whichever occurs first.

#### 7.2.4 Step 4: Appeal to President

The president, or designee, shall, within thirty days of receipt of the grievance, schedule a meeting with the grievant and United Academics to occur as soon as it can be mutually arranged. The president, or designee, shall issue a written finding to the grievant and United Academics, within thirty days following the meeting.

If United Academics is not satisfied with the finding of the president of the University, or the designee, it may advance the grievance to binding arbitration within ten days of United Academics' receipt of the finding or the date the finding was due, whichever occurs first, according to the process set forth below.

#### 7.2.5 Step 5: Arbitration

##### a. Arbitrator Selection

If United Academics is not satisfied with the finding of the president of the University, or his or her designee, and intends to advance the grievance to binding arbitration, it may do so by so notifying the American Arbitration Association (at its regional office). This notification must be in writing according to a form letter mutually agreed by the parties and appended to this agreement, with a copy to the director of labor relations, within thirty days of the grievant's receipt of the finding or the date the finding was due, whichever occurs first. The arbitrator shall be selected in accordance with the Voluntary Rules of the American Arbitration Association.

##### b. Arbitration Issues

Issues not specifically identified in writing in the Step 4 grievance filing or response shall not be submitted to the arbitrator for decision. The parties may mutually agree to waive this provision, but neither party shall be obligated to do so.

##### c. Pre-Arbitration Communication

At least thirty days prior to an arbitration hearing, the parties shall provide each other tentative witness lists, statements of the issues, and copies of documentary evidence expected to be introduced in the hearing. In the interest of expediting the arbitration process, the parties shall attempt to stipulate to issues, facts, and evidence to be presented in arbitration.

##### d. Arbitration Hearing and Costs

The arbitrator shall schedule and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association. The parties in the grievance, who are United Academics and the University, shall share equally the



costs and fees of the arbitrator, with the exception of fees charged for postponement, unilateral withdrawal, or cancellation, which shall be borne by the party initiating such action. Each party shall be responsible for the costs of presenting its case.

e. Authority of the Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of the Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement. Where provisions of the Agreement call for the exercise of academic judgment, the arbitrator shall not have the authority to substitute her/his judgment for that of the official making such judgment, but shall be confined to whether the procedural steps have been followed.

If the arbitrator finds that the procedural steps have not been followed, and that the procedural error was substantially prejudicial to the substantive decision with respect to the grievant, the arbitrator shall remand the case to the decision level where the error occurred for reevaluation and may extend an appointment not to exceed one year. In no case, shall the arbitrator have the authority to grant a remedy which includes an appointment of greater than one year or has the effect of granting retention, promotion, or tenure. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and applicable law.

f. Retroactivity

An arbitrator's award may be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty days prior to the date the grievance was filed.

## 7.2.6 General Provisions

a. Failure to Respond

If, at any step in Grievance Resolution Process, the University fails to respond within the time period prescribed, United Academics may advance the grievance to the next step. If, at any step in the Grievance Resolution Process, United Academics fails to respond within the time period prescribed, the grievance shall be considered permanently resolved on the basis of the University's latest response.

b. Rights of the Bargaining Unit

A United Academics representative shall have the right to be present, either as an advocate for the grievant or as an observer, in all meetings that occur as part of the grievance procedure.

c. Extension of Timelines

By mutual agreement, the parties may extend the grievance filing and response timelines set forth in Article 7.2. Such agreements shall be confirmed in writing by the party requesting the extension.

d. Representation and Advice of Counsel

United Academics and the University may be advised or represented by counsel of their choice during any stage of grievance proceedings. Advice or representation by counsel at any level shall not be the basis for disqualifying such counsel at any other stage. Any conflict of interest which might be raised upon the basis of such advice or representation is expressly waived with respect to all other stages of the process.

e. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a unit member for exercising his or her rights under this procedure.

7.2.7 Grievances Filed by the University

The University may file a grievance against United Academics within thirty days after the event giving rise to the grievance occurred or within thirty days after the University became aware or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The grievance shall be filed by the University's director of labor relations with the president of United Academics. If the grievance is not resolved within thirty days from the date of filing, the University may advance the grievance to arbitration pursuant to Article 7.2.5. The cost and fees of the arbitrator will be apportioned between the parties as determined by the arbitrator.

7.3 Complaint Resolution Process

The Complaint Resolution Process is the sole and exclusive process for resolving complaints as defined in Article 7.1(b).

7.3.1 Initiation of the Complaint

Upon formal notification of a decision involving substantive academic judgments, United Academics may, within ten days after a unit member's receipt of such official notification, file an appeal with the chancellor. If the appeal is of a decision involving promotion, tenure, or non-retention, the appeal shall be referred by the chancellor to the Appeals Board Chair as provided in Article 7.3.3. Appeals of all other decisions involving academic judgments shall be referred by the chancellor to the chief academic officer as provided in Article 7.3.2. All appeals must include the following:

- a. a statement of the decision being appealed;

- b. the reasons why the complainant disagrees with the decision;
- c. the remedy sought;
- d. the name(s), academic unit(s), MAU, telephone number, and address at which the complainant(s) shall receive all correspondence related to the complaint; and
- e. the name, telephone number, and address of the complainant's representative.

### 7.3.2 Reconsideration of the Appealed Decision

#### a. Provost's Option to Remand

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

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

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

#### b. Provost's Option to Decide

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

### 7.3.3 Appeal to the Appeals Board

If, pursuant to Article 7.3.1, United Academics files an appeal of a decision involving promotion, tenure, or non-retention, with the chancellor, the chancellor shall refer the appeal to the appropriate appeals board as composed in Article 7.3.4 (a) within ten days of receipt of the appeal. The chancellor shall transmit the appeal to the chair of the appeals board for consideration by that body and a copy to United Academics.

#### 7.3.4 The Appeals Board

##### a. Composition of the Appeals Board

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

##### b. Scope of the Appeals Board

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

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

##### c. Procedures of the Appeals Board

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

##### d. Recommendation of the Appeals Board

The board shall, within thirty days of the receipt of the appeal from the chancellor, prepare a written recommendation addressing each issue included in the appeal presented to the board. The board's recommendation shall be forwarded to the chancellor as the final recommendation on the appealed decision. Members of the board not concurring with the majority opinion may submit a minority recommendation, which shall be presented in a meeting with the chancellor along with the majority recommendation.

e. Decision by the Chancellor

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

The decision of the chancellor shall be rendered in writing within twenty days of the receipt of the board's recommendations. The chancellor's decision is final and binding and not subject to further review. Copies of the board's recommendations and the chancellor's decision shall be transmitted by the chancellor to the complainant and to United Academics within ten days of their receipt.

7.3.5 General Provisions

a. Rights of the Bargaining Unit

A United Academics representative shall have the right to be present, either as an advocate for the complainant or as an observer, in all meetings that occur as part of the complaint procedure.

b. Extension of Timelines

By mutual agreement, the parties may extend the complaint filing and response timelines set forth above. Such agreements shall be confirmed in writing by the party requesting the extension.

c. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a unit member for exercising his or her rights under this procedure

## ARTICLE 8

### *Construction of the Agreement*

- 8.1 This Agreement shall supersede any other policy, rule, regulation, or practice of the University which is contrary to, duplicative of, or inconsistent with its terms, and supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the University and United Academics, and shall constitute the entire Agreement between the parties. This Agreement shall likewise supersede any contrary, duplicative, or inconsistent terms contained in any individual contracts of unit members.
- 8.2 Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment or agreement has been reduced to writing and duly signed by both parties.
- 8.3 No change in Policy, Regulation, or rule made after the date of this Agreement shall extend or abridge any right established by this Agreement during the period that this Agreement is in force, except through agreement with United Academics.
- 8.4 No change made after the date of this Agreement in policy, regulation, or rule on a subject which affects the terms and conditions of employment of a unit member but is not specifically addressed in this Agreement shall be made by the University without providing advance notice to United Academics and an opportunity to meet and confer concerning the change.

## ARTICLE 9

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

#### 9.1 Faculty Appointment

There shall be three categories of appointment applicable to unit members: appointment with tenure, tenure track appointment, and non-tenure track term appointment. The appointment of unit members to these categories shall be at the sole discretion of the University. The initial appointment of unit members to one of these categories shall not be subject to the dispute resolution processes provided in this Agreement.

##### 9.1.1 Appointment with Tenure

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

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

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

##### 9.1.2 Tenure Track Appointment

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

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

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

### 9.1.3 Non-tenure Track Term Appointment

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

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

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

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

The titles of research assistant professor, research associate professor, or research professor shall be used to denote rank of non-tenure track unit 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 unit members who are also practitioners in health care delivery professions or in other professions to which such titles would be applicable.

### 9.1.4 Appointment Duration

A unit member's base appointment shall be for the academic year as determined by the campus or for an alternative nine month period. A nine month appointment may be extended by up to three 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 months.

### 9.1.5 Method of Appointment

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



### 9.1.6 Appointments of Distinction

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

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

### 9.1.7 Professional and Ethical Standards

Unit members have a responsibility to maintain high standards of professional and ethical performance and conduct.

## 9.2 Evaluation

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

Evaluations shall appraise the extent to which each unit member has met the performance assignment, the extent to which the unit member's professional growth and development has proceeded, and the prospects for the unit member's continued professional growth and development. Evaluations shall also identify changes, if any, in emphasis required for promotion, tenure, and continued professional growth and may result in the initiation of processes to improve performance. MAU rules and procedures shall identify processes available to assist 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 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 unit members shall be considered substantive academic judgments.

### 9.2.1 Annual Activity Report

Unit members shall, by September 10 (October 2 at UAF), submit to the appropriate dean, director, or designee a current curriculum vitae (CV) and Annual Activity Report (including a brief self-evaluation narrative).

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

The dean, director, or designee of the respective unit will provide by January 5 a brief written statement regarding the sufficiency of the unit member's performance in response to the Annual Activity Report.

#### 9.2.2 Evaluation of Tenure Track Unit Members for Progression Towards Tenure

##### a. Annual Review

Evaluation of tenure track unit members shall be conducted annually by the dean, director or designee. An untenured unit member undergoing annual review must submit a current CV and Annual Activity Report including a brief self-evaluation narrative. The unit member may submit additional documentation at his or her discretion. The dean, director, or designee may consider additional information contained within the unit member's academic record file and other files as defined in Article 12.2. The written review of the dean or director or designee shall be completed no later than January 5.

##### b. Fourth-Year Comprehensive Review

During the fourth year of a tenure-track appointment the unit member shall receive a comprehensive and diagnostic review by peer unit member review committees and administrators in accordance with the procedures for evaluation provided in this 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 unit member. A unit member who commences a fourth-year review may not convert to a tenure or promotion review. If a unit member chooses to stand for promotion and tenure during the fourth year review period, the unit member may not withdraw the file from consideration at any step in the process. If the decision of the chancellor is to deny tenure, the unit member may continue to serve as a tenure track unit member but may not stand again for tenure and promotion prior to the mandatory year of review.

The 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. Summarized teaching evaluations for the years under review, where applicable;

6. Self-evaluation that summarizes the unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
7. 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;
8. Other materials at the discretion of the unit member.

### 9.2.3 Evaluation of Tenure Track and Tenured Unit Members for Promotion

#### a. Evaluation Process

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

The 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. Summarized teaching evaluations for the years under review, where applicable;
6. Self-evaluation that summarizes the unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
7. 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.
8. External review letters;
9. Other materials as specified in MAU criteria;
10. Other materials at the discretion of the unit member.

b. Denial of Promotion

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

c. Withdrawal of Promotion File

A unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor except in cases where the unit member otherwise would have been required to undergo a fourth-year comprehensive review or a mandatory review for tenure.

d. Dispute Resolution

The dispute resolution process provided in Article 7 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 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.

9.2.4 Evaluation of Tenure Track Unit Members for Tenure

a. Evaluation Process

Untenured 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 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 unit member would be tenured. The chancellor shall consider the recommendations of the peer unit member review committees, appropriate administrators, and other relevant sources.

The 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. Summarized teaching evaluations for the years under review, where applicable;

6. Self-evaluation that summarizes the unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
7. 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;
8. External review letters;
9. Other materials as specified in MAU criteria;
10. Other materials at the discretion of the unit member.

b. Denial of Tenure

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

c. Withdrawal of Tenure File

A unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor, except in cases where the tenure review is mandatory or the unit member otherwise would have been required to undergo a fourth-year comprehensive review.

d. Dispute Resolution

The dispute resolution process provided in Article 7 of this Agreement is applicable only 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 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.

### 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 years, tenured unit members shall be evaluated comprehensively. These evaluations shall be conducted in accordance with the procedures set forth in this Article. The 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. Summarized teaching evaluations for the years under review, where applicable;
6. Self-evaluation that summarizes the unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
7. 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;
8. Other materials as specified in MAU criteria;
9. Other materials at the discretion of the unit member.

A post-tenure review is satisfactory if it concludes that during the period under review the unit member's performance has met expectations appropriate to his or her current rank as defined by the evaluation criteria in place for the unit member's MAU, college, and discipline. If the overall evaluation of the post-tenure review by the 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 committee and the provost. The review may proceed to the chancellor only at the written request of the unit member.

Unit members who receive an unsatisfactory post-tenure review shall produce a professional development plan, approved by the dean, director, or designee, that identifies specific objectives and outcomes. Unit members who receive an unsatisfactory comprehensive post-tenure review by the provost are ineligible for merit and market salary adjustments. The 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 years from the date that the unit member's most recent promotion, tenure or post-tenure review was initiated.

At any time prior to a scheduled evaluation, the 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 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 unit member.

b. Dispute Resolution

The dispute resolution process provided in Article 7 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 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.

9.2.6 Evaluation Procedures

Except as specifically provided otherwise, evaluation of 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 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 unit member shall submit to the dean, director, or designee a complete CV and a list of two 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 unit member's CV to external reviewers by June 30. Two external reviewers are selected by the unit member and up to two 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 unit member shall, by September 10 (October 2 at UAF), 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 13 (October 5 at UAF), submit appropriate files to a peer review committee representing a department/cluster/unit as determined by the dean, director, or designee, with the consent of unit members. Absent such consent, the provost shall resolve issues over the definition of the appropriate department/cluster/ unit.

The peer review committee shall be composed of at least five tenured faculty, with at least three at the rank of full professor. At UAS these minimums shall be four tenured faculty and two full professors. The dean, director, or designee may recommend tenured committee members at the appropriate rank, with the consent of unit members and in accordance with procedures established at each MAU. Any disagreement about committee membership shall be resolved by the provost. 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 unit member, no later than October 13 (November 5 at UAF).

- e. The unit member shall submit any written comments, in response to the unit peer review, to the dean, director, or designee not later than October 20 (November 12 at UAF).
- f. The dean, director, or designee shall complete a review and prepare written recommendations to the provost with a copy to the unit member, no later than January 5 (December 12 at UAF). The dean, director, or designee shall forward the file 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 12 (December 19 at UAF).
- h. The provost shall, by January 12 (December 19 at UAF), submit the file to an MAU Peer Review Committee 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 vote of the MAU Peer Review Committee, however, shall be closed to the public and the candidate. The MAU Peer Review Committee shall provide its review and written recommendation without individual attribution to the provost, with a copy to the unit member, , no later than March 1 (February 7 at UAF).



- i. The unit member shall submit to the provost any written comments in response to the MAU Peer Review Committee's review, no later than March 6 (February 14 at UAF).
- 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 unit member, no later than March 30.
- k. The 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 will be followed, and the chancellor will convene the Appeals Board within ten working days.
- 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 unit member's performance (i.e. whether to retain, promote and/or tenure, or whether the unit member's performance is satisfactory). The 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 will be followed, and the chancellor will convene the Appeals Board within 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.
- 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 Unit Members

MAU rules and procedures developed through faculty governance shall provide a performance evaluation process for non-tenure track unit members. Non-tenure track unit members shall be evaluated annually in accordance with this Article. Non-tenure track Research or Clinical faculty or Cooperative Extension faculty and/or agents may request to be evaluated for promotion. The evaluation process shall be separate and distinct from that of tenure track and tenured unit members and shall be developed through faculty governance. Because term appointments are expected to end at the completion date of the assignment, non-tenure track unit members may not challenge a decision not to reappoint them.

### 9.3 Tenure

#### 9.3.1 Locus of Tenure

Unit members shall be tenured within their discipline at an MAU within the University of Alaska. Unit members may transfer with tenure to another academic unit in the same or another MAU only upon the mutual agreement of the unit member and the chancellor of the receiving 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 unit member, or of an academic administrator awarded faculty rank, if the unit members of the academic unit within which tenure would be held recommend against it.

#### 9.3.3 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 unit members.

A 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. Unit members evaluated for tenure prior to the mandatory year for review shall be evaluated on the basis of performance expectations that would exist at the time of mandatory tenure review.

The following considerations affect the determination of the mandatory year.

##### a. Initial Appointment to Full or Associate Professor

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

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

b. Promotion to Associate Professor

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

c. Review of Assistant Professor

All tenure track unit members appointed at the rank of assistant professor shall be reviewed for promotion and tenure no later than the seventh 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 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 academic years or two alternative nine 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 unit member and the chancellor or chancellor's designee at the time of re-employment.

If requested in writing at the time of appointment, a partial year of service that includes at least one semester of full-time 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 unit member may continue to serve as a tenure track unit member but may not stand again for tenure prior to the mandatory year of review. The decision of the chancellor in this instance is final.

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

f. Rejection of Tenure

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

9.4 Termination of Appointment

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

9.4.1 Non-retention of Tenure Track Unit Members

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

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

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

9.4.2 Non-renewal of Non-tenure Track Unit Members

Non-renewal follows a decision not to continue the employment of a non-tenure track unit member. Written notification of termination shall be provided to the unit member. Failure to provide notice as provided below shall not result in renewal of appointment. If

notice is provided after the dates prescribed below, the University shall pay the unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a non-tenure track unit member within the University of Alaska.

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

#### 9.4.3 Failure to Receive Tenure

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

#### 9.4.4 Resignation or Retirement

Unit members intending to resign or retire from employment with the University of Alaska are expected to provide three months' notice. 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 unit member may be dismissed for just cause. Just cause shall include, but not be limited to, incompetence, neglect of duty, failure to perform assignment, unprofessional conduct, or other conduct or condition that interferes substantially with the continued performance of duties. Unit members may be suspended immediately while proceedings are in progress for dismissal for just cause if their continued presence poses the threat of harm to themselves, others, or to the interests of the University, as determined by the University. Just cause terminations shall be conducted in accordance with Article 11.

#### 9.4.6 United Academics Notice

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

## ARTICLE 10

### *Reduction in Force*

#### 10.1 General

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

#### 10.2 Discontinuance of Program

When a decision is made to discontinue a program, a good faith effort shall be made to place tenured unit members in another program where appropriate. The chancellor or the chancellor's designee shall notify unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska.

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

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

### 10.3 Reduction in Program

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

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

Tenured unit members

Non-tenured, tenure track unit members

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

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

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

Unit members not provided opportunities for continued employment according to the terms of this Section shall be terminated. The chancellor or the chancellor's designee shall notify unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service with the University.

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

If the program is expanded within two years, previously tenured and qualified unit members shall be invited to return in the order provided in this Section above prior to hiring new full-time unit members. The unit member shall be provided at least thirty days

from the mailing of the invitation to notify the University of the decision to decline or accept. If the former unit member does not respond within thirty days, the invitation shall be assumed to have been declined. Former faculty members wishing to receive such invitations shall be responsible for maintaining a current mailing address with the hiring authority.

#### 10.4 Financial Exigency

Following a declaration of financial exigency in accordance with Regents' Policy 04.09.060, unit members are entitled to written notice of termination a minimum of sixty calendar days in advance of the cessation of their employment.

#### 10.5 Other Rights of Retrenched Unit Members

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

#### 10.6 Exclusions

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



# ARTICLE 11

## *Disciplinary Action*

### 11.1 Just Cause

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

If discipline of a unit member is being considered, an investigation must be conducted and the 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 an inquiry is initiated, the University will simultaneously notify the unit member and United Academics.

### 11.2 Disciplinary Investigation

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

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

### 11.3 Implementation of Disciplinary Action

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

a. The University shall provide the unit member and United Academics written notice of disciplinary action in advance of a meeting with the unit member. The notice shall include a statement of the disciplinary action and notice that the unit member may have the right to challenge the disciplinary action as provided in Article 7. The findings of the investigation will be enclosed with the notice of disciplinary action. If

the unit member does not attend the meeting, the notice shall be mailed to the unit member's last known address, with a copy to United Academics.

- b. Disciplinary action up to termination may take effect immediately upon notice to the unit member. Termination may take effect five days after notice to the unit member and United Academics, during which time the unit member may be suspended without pay, at the discretion of the University.

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

- a. The University shall provide the written findings of the investigation and the proposed disciplinary action to the unit member, United Academics, and the MAU disciplinary committee, a standing committee composed of three unit members appointed by United Academics.
- b. Within ten days of receipt of the findings, the MAU disciplinary committee shall conduct a due process hearing on the record at which the unit member, with assistance from a designated United Academics representative, shall be provided the opportunity to respond to the findings and a University representative may respond. The hearing shall be closed to all except the parties (i.e., the committee, the unit member, a United Academics representative, and administration representatives), unless otherwise agreed to by the parties.
- c. Within ten days of the conclusion of the hearing, the MAU disciplinary committee shall provide its recommendation and the reasons therefore on the proposed disciplinary action to the dean or director, the unit member and United Academics. Normally the dean or director will accept the recommendation and proceed accordingly except in compelling circumstances wherein the dean or director believes that the best interests of the University would not be served in accepting the recommendation. If the dean or director intends to take an action other than that recommended by the committee, a meeting of the dean or director and the committee shall be convened prior to step d. below to discuss the matter.
- d. The University shall provide the unit member and United Academics written notice of disciplinary action. The notice shall be provided in advance of a meeting with the unit member. The unit member may request the presence of a designated United Academics representative. The notice shall include notice that the unit member may have the right to challenge the disciplinary action as provided in Article 7. If the unit member does not attend the meeting, the notice shall be mailed to the unit member's last known address, with a copy to United Academics.
- e. Disciplinary actions taken pursuant to Article 11.3.2 shall be considered substantive academic judgments and shall not be subject to the grievance or arbitration process.

However, an allegation that the disciplinary action has resulted from an error of procedure shall be subject to the grievance or arbitration process.

- f. Disciplinary action up to and including termination may take effect immediately upon notice to the unit member. Termination may take effect five days after notice to the unit member and United Academics, during which time the unit member may be suspended without pay, at the discretion of the University.

11.3.3 Notice of disciplinary action shall be placed in the unit member's academic record file, and a copy thereof simultaneously given to the unit member and to United Academics in accordance with Article 12.5.

11.3.4 By mutual written agreement of the parties on a case by case basis, all timelines in this Article may be modified.

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

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

## ARTICLE 12

### *Personnel Files*

- 12.1 The University maintains three official personnel files for each unit member, which consist of an "employment record file," an "academic record file" and, when required by law, a confidential "medical record file.". The employment record file shall be located in the human resources office of the MAU of the primary assignment. The academic record file shall be located in the unit member's dean's office or the academic affairs office on the unit member's campus of their primary assignment. The medical record file shall be kept in the human resources office of the MAU of the primary assignment, separate from other official personnel files.
- 12.2 Other files, in addition to the three official personnel files, containing information regarding unit members may exist. However, information in such files may not be kept for longer than one year, or contain information not in the official personnel files which is more than one year old. The University shall not take action with respect to a unit member based upon information that is not contained in the official personnel files.
- 12.3 Unit members shall have the right to examine the official personnel files at any time during normal business hours and shall have the right to receive a copy of the official personnel files upon submission of advance written request to the human resources office of the MAU of the primary assignment or the location where the academic record resides. Unit members may place in these files a response to adverse information contained therein.
- 12.4 A United Academics representative, having written authorization from the unit member concerned, and subject to the University's duty to provide for security of the records, may examine and request a copy of the official personnel files of that unit member. Authorized University personnel or representatives of appropriate governmental agencies may examine official personnel files or may request a copy for routine administrative activity without notification, except as provided for in Article 12.8. Other persons may have access to the official personnel files only as provided by law, with notification to the unit member.
- 12.5 When a reprimand, disciplinary action, or delinquency in job performance is reduced to writing by a supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the unit member's academic record file, and a copy thereof simultaneously given to the unit member and to United Academics. No such material may be placed in a unit member's academic record file without an original signature of the dean, or designee, and the unit member. The unit member shall sign such material to signify receipt and notification of such action. Such signature shall not be construed as agreement or disagreement with material contents. Material on disciplinary reprimands -shall be

removed after two years except for specific formal disciplinary action for sexual harassment, physical assault, discrimination, theft, fraud, scientific misconduct, or substance abuse. Material on disciplinary suspensions and terminations shall be retained in the file.

12.6 The employment record file may contain the following:

- a. Information relating to the unit member's original hire, such as application, job evaluation form or current job description, curriculum vitae, transcripts, and hire documents, including benefit enrollment forms.
- b. Correspondence relating to the individual's employment.
- c. Documents showing the history of the unit member's work assignments and compensation, including workers' compensation payment documents and letter(s) of appointment.
- d. Other documents related to the unit member's employment status at the University.
- e. Unit member responses to the above, if any.

12.7 The academic record file may contain the following:

- a. Commendations, awards, honors, current curriculum vitae, official reprimands, including notices of unsatisfactory performance, disciplinary action, and appropriate material relating to the unit member's job performance.
- b. Correspondence relating to the individual's employment.
- c. Final grievance awards relating to the unit member's job performance or discipline.
- d. University authorized performance, peer, and student evaluations.
- e. Written documentation of faculty workload and evaluations relating to promotion, retention, tenure, and contractual obligations.
- f. Summaries of submitted proposals, notices of awarded grants and contracts, and summaries of donations or gifts received.
- g. Other documents relevant to the unit member's academic record at the University.
- h. All documents included in the promotion and/or tenure file.
- i. Unit member responses to the above, if any.

12.8 The medical records file shall contain all confidential medical information related to a unit member's employment. Access to and use of information contained in the file shall

only be as provided by applicable law. Authorized University personnel may examine or copy this file for routine administrative purposes without notification to the unit member. If a representative of an appropriate government agency requests access to the medical record file of one or more named individuals, the University shall notify those individuals within ten working days. Other persons may have access to the medical record file only as provided by law, with notification to the unit member.

- 12.9 The University shall not include material in the unit member's official personnel files unless the source is identified and the material contains the date on which the material was placed in the file.
- 12.10 No items may be removed from the unit member's official personnel files without the expressed written authorization of the unit member, except for brief inspection or copying.

## ARTICLE 13

### *Workload*

#### 13.1 Definitions

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

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

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

- a. Teaching: classroom, studio, laboratory, and distance delivery instruction in regular academic courses with assigned contact hours; development and coordination of special undergraduate and graduate seminars; preparation of student materials for classes; preparation of a new course or substantial revision of an older course; general advising of undergraduate students; supervision of student mentorships; supervision of graduate student theses, dissertations, and research/creative projects; supervision of undergraduate theses and research/creative projects; supervision of directed study through individualized courses; non-credit educational programs on-campus or elsewhere; and other activities benefiting students' academic development.
- b. Research: all professional activities leading to publication, performance or formal presentation in the unit member's field, or leading to external funding recognizing the unit member's current or potential contribution to that field. Such activities include: manuscript submission; grant proposal submission; supervision of funded research projects; development and commercialization of intellectual property; additions to a portfolio; and other original contributions appropriate to the unit member's field.
- c. Service:
  1. Public service: in organized, non-remunerative, educational and consultative activities which devolve from a unit member's professional expertise and further the interests or prestige of the University;

2. University service: as department head/chair, program director, or governance officer; on administrative and governance, department, college, school or university committees; and other tasks as deemed necessary by the University. In addition, service will be recognized when a unit member serves as a member of the MAU appeals board, as a member of the MAU disciplinary committee or as a member of a joint labor-management committee or task force established by this Agreement. Unit members who serve as the MAU grievance chair will receive service credit of up to three workload units.
3. Professional service: on grant, journal, accreditation review or professional licensing boards, as an ad hoc reviewer in the unit member's area of expertise; as an officer in a professional society; organizing and/or chairing conferences, symposia, seminars, etc.; teaching short courses, seminars, etc. that are not regular academic courses; editing journals, books, special volumes of papers, etc.

## 13.2 Professional Responsibilities

- 13.2.1 The primary professional responsibilities of unit members are teaching, research, scholarship, creative activity, and service to the University and the public.
- 13.2.2 Unit members have additional professional responsibilities including, but not limited to: 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 It is understood between the parties that unit members may not participate in all professional activities identified in this article during each academic term or year.

## 13.3 Workload

- 13.3.1 The composition of professional duties and responsibilities of unit members will be determined by the appropriate administrator after consultation with the department head/chair (if applicable) and unit member as provided in Article 13.3.4.
- 13.3.2 In the determination of a unit member's workload, consideration shall include those items listed in Article 13.1.3 and the following factors:
  - the missions and goals of academic units, including unit criteria developed for the evaluation of faculty
  - program needs and priorities
  - accountability
  - the requirements of externally funded contracts and grants



- historical workloads
- the level, duration, and mode of delivery of a workload activity
- extended contact hours

13.3.3 Unit members shall be responsible for thirty workload units per academic year. Subject to the criteria in 13.3.2 and the process in 13.3.4, one workload unit equals one credit of teaching or equivalent research or service effort. A workload in excess of thirty workload units per academic year shall constitute an overload and will be compensated as such. Overloads shall not be assigned without consent of the individual unit members, and failure to consent to an overload shall not be used as cause for an unsatisfactory annual review or non-retention.

13.3.4 Workload Determination Procedure:

- a. Individual unit members shall consult with the department head/chair and prepare in writing the proposed workload for each semester of the next appointment period or other specified time period. The proposed workload shall account for factors including those specified in 13.3.2 and be completed and submitted to the department head/chair or appropriate administrator by March 3 or at least sixty 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 3 or at least thirty days prior to the end of the current contract period:
  - all the unit 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 and service activities to be accomplished by the department
- c. The administrator shall notify unit members of their workload for the next contract period by May 3 or at least five working days prior to the end of the current contract period. In the event of a major change to the proposed workload, when possible the administrator will consult with the unit member.
- d. If a unit member wishes to dispute the workload assignment, United Academics may initiate a complaint on behalf of the unit member. The dispute shall proceed according to the Complaint Resolution Process outlined in Article 7.3.

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

- 13.3.6 A unit member's workload shall be determined with the expectation that the unit member will have the opportunity to meet the established criteria for promotion, tenure, and satisfactory peer review.
- 13.3.7 Unit members who have externally funded research commitments shall be guaranteed the opportunity to buy out workload units as required to meet the commitments, provided that the overall teaching, research, and service needs of the unit, as determined by the administrator, are met.
- 13.3.8 United Academics recognizes the University's need for flexibility in determining unit members' workloads as the needs of the University change. When the need arises, an appropriate administrator may revise a unit member's workload. When possible, the appropriate administrator shall consult with the department head/chair (if applicable) and the unit member before a unit member's workload is revised. When a workload is revised, the appropriate administrator shall provide a copy of the revised workload to the unit member as soon as practicable and the unit member's salary shall not be reduced during the remainder of the unit member's contract period.

## ARTICLE 14

### *Intellectual Property*

#### 14.1 Purpose and Superseding Obligations

- a. The purpose of the University is the discovery and dissemination of knowledge, an essential part of which is stimulating the production of intellectual property by the faculty. The public interest and learning are best served by creating an environment in which creative effort and innovation can be encouraged, supported, and rewarded, while retaining for the public, the University, and its learning communities reasonable rights in, access to, and use of the intellectual property created with University support. To accomplish these purposes this article allocates rights between unit members and the university in varying degrees as may be appropriate or required under the circumstances.
- b. The provisions of this article are subject to and limited by federal and state law, preexisting obligations to collaborators, or in related grants, contracts, or other agreements with organizations other than the University. Unit members and the University shall execute all documents required to effectuate these allocations of rights.

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

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

composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, improvement or extension of these items.

- d. "University supported" shall mean works and inventions which are produced with the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University. University support does not include use of university facilities or resources that are available commonly to the general public. Examples of such University-supported works include syllabi and other course materials. Ownership of such works shall fall under section of 14.3(a)(2) discussed below.
- e. "University sponsored" shall mean works and inventions which are specifically commissioned by the University and identified as such by a written agreement signed by the University and the unit member; funded by such means as a specified course release or overload payment which designates the product as university sponsored; or which are funded in whole or in part by a third-party grant or contract.
- f. "Net proceeds" are the gross receipts derived from trademarks, materials, inventions, discoveries and/or intellectual properties, including but not limited to, rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the university and the unit member in connection therewith. Such costs include but are not limited to all direct costs and expenses, apportioned indirect costs and expenses, costs and expenses of obtaining, securing and protecting patents, copyrights and trademarks, marketing costs, and all attorney's fees. Gross receipts do not include tuition and fees and research funding received by the University of Alaska.
- g. "Independent efforts" are works or inventions made in the course of independent efforts of the unit member. The ideas for these works or inventions came from the unit member; the work or invention was not University supported as defined herein.

### 14.3 Works

#### a. Ownership, Rights, and Responsibilities

##### 1. Independent Efforts

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

## 2. University-Supported Efforts

The unit member shall retain ownership and control of University supported work produced by the unit member. Such work shall not be used in a manner which conflicts with the interests of the University. The University and the unit member shall share the net proceeds from supported works according to Article 14.3(c). The unit member shall not commit any act which would tend to defeat the University's interest in the work and shall take any necessary steps to protect such interest. The University reserves the right to use all supported works on a royalty free basis.

## 3. University-Sponsored Efforts

If the work was sponsored by the University, the University retains all rights and net proceeds, unless a written agreement between the unit member and the University, reached prior to the start of work and approved by the president or designee, provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; collaborator rights; consultation rights; compensation with respect to requested revisions; and non-exclusive use of the sponsored work by the unit member for educational purposes while employed at the University, or for inclusion in the unit member's evaluation materials.

### b. Disclosure of Works/University Review

1. A unit member shall fully disclose a work with commercial value prior to sharing it in a publication or otherwise with the public. The unit member shall disclose to the president or designee and the MAU's Office of Intellectual Property and Commercialization or equivalent. Further in accordance with the terms of this Agreement, the unit member hereby assigns and shall complete all documents necessary to assign rights to the University for such University-Supported or University-Sponsored works.
2. Following disclosure, the president or designee, will inform the unit member whether the University disclaims an interest in the work as a sponsored, supported or independent work. The unit member shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the University has an interest. Disclaimer of interest as a University sponsored work does not limit the author/creator's obligations to disclose and share proceeds from supported works per the terms of this article.

c. Distribution of Net Proceeds from Works

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

| Total Net Royalty or Revenue Per Work | Author/Creator's Distribution | University's Distribution |
|---------------------------------------|-------------------------------|---------------------------|
| First \$10,000                        | 100%                          | 0                         |
| Subsequent net royalty or revenue     | 50%                           | 50%                       |

d. A unit member who terminates employment with the University retains all rights and obligations, such as sharing of net proceeds, to works as provided in this article unless otherwise governed by a written agreement between the University and the unit member. The terms of the Collective Bargaining Agreement in effect at the time of disclosure shall govern the distribution of net proceeds (royalties) between the University and the former unit member.

14.4 Inventions

a. Ownership, Rights, and Responsibilities

1. Independent Efforts

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

2. University-Supported Efforts

An invention made using University support is the property of the University. The unit member shall share in the net proceeds therefrom according to Article 14.4(d). The unit member shall not commit any act which would tend to defeat the University's interest in the invention and shall take any necessary steps to protect such interest.

### 3. University Sponsored Efforts

If the University sponsored the effort leading to the invention, the University retains all rights and net proceeds, unless a written agreement between the unit member and the University, provides otherwise. Such an agreement also may provide for allocation of other rights and responsibilities, including: attribution rights; licensing rights; and marketing and commercialization plans.

#### b. Disclosure of all Inventions/University Review

1. A unit member shall fully disclose an invention prior to sharing it in a publication or otherwise with the public. The unit member shall disclose to the president or designee and the MAU's Office of Intellectual Property and Commercialization or equivalent. Further, in accordance with the terms of this Agreement, the unit member hereby assigns and shall complete all documents necessary to assign rights to the University for such University-Supported or University-Sponsored inventions.
2. The president, or designee, shall conduct an investigation that shall assess the respective equities of the unit member and the University in the invention and determine its importance and the extent to which the University should be involved in its protection, development and promotion. If the University determines not to disclaim its interest, it will provide the unit member with a written plan for the protection, development and promotion of the invention as soon as is practicable.
3. Upon the University disclaiming its interest or rights in the invention, the president, or designee, shall inform the unit member of the University's decision regarding ownership of the invention and the University's legal rights thereto.
4. The University and the unit member shall execute a written statement reflecting the distribution of net proceeds set forth in Article 14.4(d).

#### c. Release of Rights

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

University will be entitled to 12.5 percent of net proceeds, and the invention shall be available royalty-free for University use.

2. If the University offers or sells a patent to an invention or other rights to an invention, the agreement with the third party purchaser shall incorporate the provisions of this article regarding the unit member's share of the net proceeds unless a written agreement signed by the unit member specifies otherwise.

d. Distribution of Net Proceeds from Inventions

Subject to the provisions of this article, the University agrees, for and in consideration of patent rights, to pay annually to the unit member, the unit member's heirs, successors or assigns, a royalty share of the net proceeds, received by the University for each patent or other intellectual property right assigned to the University according to the schedule in effect at the time of disclosure or pursuant to a written agreement negotiated between the unit member and the president or designee prior to start of work. The current schedule is provided below.

| Total Net Royalty or Revenue per invention | Inventor(s)' Distribution | University's Distribution |
|--|---------------------------|---------------------------|
| First \$10,000                             | 100%                      | 0%                        |
| Subsequent net royalty or revenue          | 50%                       | 50%                       |

- e. A unit member who terminates employment with the University retains all rights and obligations, such as net proceeds, to inventions as provided in this article, unless otherwise governed by a written agreement between the University and the unit member. The terms of the Collective Bargaining Agreement in effect at the time of disclosure shall govern the distribution of net proceeds (royalties) between the University and the former unit member.

14.5 Outside Activity and Intellectual Property

Outside activities are subject to the requirements and prohibitions of the Alaska Executive Branch Ethics Act, including advance disclosure of outside employment and activities, and use of information or opportunities learned of in the course of official duties. See article 17.7 of the Agreement.

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



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

# ARTICLE 15

## *Compensation*

### 15.1 Purpose

Unit members are compensated for their teaching, scholarship, creative activity and service to the public, their institution, and their profession. The University of Alaska's compensation program is designed to support the teaching, research, and service mission of the University through the recruitment and retention of outstanding unit members. This is to be accomplished by maintaining a competitive compensation plan and salary structure consistent with the University's needs and resources.

### 15.2 Salary Minimums

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

| Rank/Status          | Minimum  |
|----------------------|----------|
| Post Doctoral Fellow | \$33,325 |
| Instructor/Lecturer  | \$39,775 |
| Assistant Professor  | \$51,600 |
| Associate Professor  | \$56,975 |
| Professor            | \$62,888 |

### 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 unit member's education and experience, and prevailing market conditions as indicated by annual surveys of faculty salaries from sources appropriate to the hiring department or program which shall include, but not be limited to, the American Association of University Professors, the Oklahoma State University, and the College and University Professional Association for Human Resources (CUPA).

## 15.4 Base Salary Adjustments

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

### 15.4.1 Promotion Increases

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

### 15.4.2 Retention and Equity Increases

Retention offers and equity salary adjustments shall be at the sole discretion of the University; however equity salary adjustments shall be discussed with United Academics prior to implementation. Unit members may challenge University decisions made pursuant to 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, 2016.

### 15.4.3 Annual Salary Increases

#### a. Across the Board Adjustments

The University shall provide across the board adjustment to eligible unit members effective the first full pay period after July 1, 2014, July 1, 2015, and July 1, 2016. Across the board adjustments shall be made before market increases are distributed.

Tenure-track 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.

There shall be no annual salary increases during the term of this Agreement after December 31, 2016.

In FY15, eligible bargaining unit members shall receive a two percent (2.0%) across the board increase to base salary.

In FY16, eligible bargaining unit members shall receive a two percent (2.0%) across the board increase to base salary.

In FY17, eligible bargaining unit members shall receive a two percent (2.0%) across the board increase to base salary.

- b. Each unit member will receive a lump-sum distribution (to base) of \$750, prorated by FTE, in each year of the contract.

Unit members who are employed on September 15, 2013 and who remain employed as of September 15, 2014 are eligible for the distribution in FY15.

Unit members who are employed on September 15, 2014 and who remain employed as of September 15, 2015 are eligible for the distribution in FY16.

Unit members who are employed on September 15, 2015 and who remain employed as of September 15, 2016 are eligible for the distribution in FY17.

Payment to eligible unit members will be included in the first full pay period following September 15.

#### 15.4.4 Market Increases

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

Market increases will be effective the first full pay period after July 1, 2016.

There shall be no market increases for FY15 or FY16.

In FY17, the market increase pool will be calculated on the total base payroll of unit members as of March 1, 2016 and will be applied to base nine month salaries effective the first full pay period after July 1 of 2016. Distribution of the market increase pool for FY17 to eligible unit members shall be calculated after across the board adjustments have been applied for each of those fiscal years.

In FY17, the University shall distribute up to three-tenths percent (0.3%) of the base nine month United Academics salary pool to eligible unit members whose salaries are under their calculated market targets. No unit member shall receive more than \$10,000 total market increase over the term of this collective bargaining agreement.

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.

Individual market adjustments will be made according to each eligible unit member's equiproportional share of the pool based on the amount of the individual unit member's negative residual in FY16, as calculated after across the board adjustments have been applied for each of those fiscal years. No distributions will be made in excess of a unit

member's full residual; nor will distributions be made if the amount of the residual is less than one 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, 2016.

## 15.5 Merit Bonuses

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

The University may provide up to one percent (1%) of the total base payroll for merit bonuses 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, 2016.

### 15.5.1 Merit Bonus Factors

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

- formal or informal evaluations conducted by department heads/chairs
- quality of student evaluations
- number and quality of scholarly publications
- success in securing externally funded grants, contracts or awards
- creativity in artistic works
- progress in establishing or developing a research program
- high level of instructional effectiveness
- quality of service to the university community or to the profession

- quality of outreach efforts through distance education
- strong and mutually beneficial linkages with business, government, or community partners
- other scholarly activity performed at an exemplary level

#### 15.5.2 Limited Merit Bonuses

Specifically limited to the term of this agreement, the University may, at its sole discretion and according to factors determined by the dean/director, award nonrecurring bonus payments to unit members not to exceed \$500, for performance of nonrecurring activities or service to the University. Limited merit bonuses shall not require written justification memoranda. The University shall not be required to provide written notice of limited merit bonuses to United Academics unless specifically requested to do so by the union.

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

#### 15.5.3 Post-Tenure Evaluation Merit Bonuses

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

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 unit members for sustained exemplary performance.

##### 15.6.1 Merit Pay Criteria

Criteria for such adjustments may include:

- number and quality of scholarly publications
- creativity in artistic works
- 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 Intellectual Property
- significant collaborations and mutually beneficial partnerships with business, government, or community

#### 15.6.2 Post-Tenure Merit Adjustments

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

#### 15.6.3 Non Tenure-Track Merit Adjustments

A non tenure-track unit member may qualify for a merit adjustment to base salary based on rules and procedures determined through MAU faculty governance (consistent with Article 9).

#### 15.7 Salary Augmentation

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

Unusually heavy research and/or teaching responsibility during the academic year appointment shall not result in additional compensation. Extra compensation at an appropriate rate or other consideration as determined by the chancellor, or designee, may be provided under 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/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 3-credit course per academic year, or an equivalent research or service effort
- b. At least one month extension to the base academic year appointment

- c. A payment of up to six thousand dollars (\$6,000) distributed either as a one-time, lump-sum payment at the end of each academic year in which the unit member has served in this capacity or over a specified series of pay periods within an academic year, not to exceed 19.5 pay periods.

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

#### 15.7.2 Summer Appointments

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

- a. Unit members holding an academic year appointment and employed in the summer for non-instructional purposes may receive up to one-ninth (1/9) of the academic year base salary for each month of such assignment, up to a maximum of one-third (1/3) of the base academic year salary for a three-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 unit member's summer session assignment is canceled due to low enrollment, or some other factor, at the discretion of the University, no extra compensation shall be due the unit member.

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



## 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 unit 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 nonrepresented UA employee groups, to review health benefits and to investigate, study and design possible solutions to rising health care costs and other mutual problems. 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 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 representatives selected by United Academics and up to three members selected by each of the other union represented employee groups; up to two representatives selected by Staff Alliance; and up to three (3) representatives selected by the University. A quorum for meetings shall require greater than fifty percent of voting committee members.

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

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

The 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

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

committee's recommendations. The CHRO's decision is final and binding and not subject to further review. Copies of the committee's recommendations and the CHRO's decision shall be posted on the Statewide HR Benefits Website.

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

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

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

## 16.3 Education Benefits

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

- a. After six months from date of hire, unit members shall have graduate and/or undergraduate course credit hours charges (tuition) waived for up to 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 unit member's initial letter of appointment.
- b. Unit members eligible for education benefits who will be employed by the University for the following academic year and who are not employed by the University during the summer shall have graduate and/or undergraduate course credit hour charges (tuition) waived up to sixteen credits per summer within the sixteen credits per year limitation.

- c. Once eligible for education benefits, a unit member's spouse, financially interdependent partner and dependent children under the age of twenty-four shall have course credit hour charges (tuition) waived.
- d. Unit members who qualify as permanently disabled under the applicable state retirement system or have included University coursework as part of a leave of absence approved pursuant to this Article are entitled to the same educational benefits as regular unit members.
- e. Education benefits provided in this Article do not apply to programs in which tuition or surcharges exceed the University norm.
- f. Employees, spouses, and dependent children must maintain a 2.0 or better cumulative GPA to be eligible for undergraduate education benefits. Employees, spouses, and dependent children must maintain a 3.0 or better cumulative GPA to be eligible for graduate-level education benefits. Grade appeals will be reviewed in accordance with the procedures for challenges to academic decisions set forth in University regulations and MAU rules and procedures.

#### 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
  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 unit members as leave without pay. Advance approval must be obtained from the dean or director, or designee.

## 16.5 Time Off

Unit 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, unit members shall receive fifteen days off during the nine month contract period. These days include three days of Winter Closure when the University is closed for business. The remaining twelve days off shall be used when classes are not in session or as specifically approved in advance and in writing by the dean or director, or designee.

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

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

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

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

## 16.6 Sabbatical Leave

Sabbatical leaves for professional development may be made available to unit members with a tenure track or tenure appointment who meet the requirements set forth below. Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experiences of professional value that meet the objectives of sabbatical leave and may include associated travel. The objective of such leave is to increase the unit member's value to the University and thereby improve and enrich its programs. Such leaves shall be granted only when it is shown that the applicant is capable of using the time in a manner that shall increase the unit member's value to the University.

a. Eligibility

Tenured or tenure track unit members who shall have completed at least five 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 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 semester of full-time unit member service may be approved by the chancellor, or designee, as a full year of service and counted toward eligibility for sabbatical leave. Periods of leave of absence (other than time off and sick leave with salary) and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

b. Terms and Conditions

Sabbatical leaves shall be granted only for periods of one academic year at the rate of six months' salary or one semester at the rate of one semester's salary. Sabbaticals are granted at the sole discretion of the university and are subject solely to the complaint process. Unit members may, with the prior approval of the chancellor, or designee, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. If it is the unit 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. Unit 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 unit 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 unit member on a terminal appointment shall lose any rights to a sabbatical leave.

c. Applications

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

d. Obligation to Return

The recipient shall be obligated to return to the University for further service of at least one 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 months after returning from leave. A copy of this report shall be included in the materials submitted by the unit member in the first evaluation cycle after the unit member's return from a sabbatical. Failure to submit a report shall result in an unsatisfactory evaluation and in ineligibility for future sabbaticals.

f. Approval

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

g. Leave Credits

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

16.7 Sick Leave

- a. Unit members are authorized sick leave benefits as outlined in University Regulation R04.06.130 and as noted below.
- b. The university will provide family and medical leave (FML) in accordance with applicable state law (A.S. 39.20.500), federal law and regulation (29 U.S.C. 2601 and 29 CFR Part 825), and University Regulation (R04.06.144) as they may be modified from time to time.
- c. Parental leave is available to unit members and shall be granted in the order of sick leave with pay and sick leave without pay. All parental leave shall be granted in accordance with the Family Medical Leave Act and the Alaska Maternity and Family Leave Act.
- d. Sick leave may be used to arrange or attend a funeral. The eligibility rules for such use are as follows:

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

## 16.8 Other Leave

### a. Leave Share

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

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 month period.

### b. Sick Leave Without Pay

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

### c. Jury Duty

1. In order that unit members may fulfill their civic responsibility as jurors or witnesses, regular unit members are granted leave of absence with pay for these purposes.
2. Definition: Jury duty or duty as a court witness is that service and time spent away from a University job as a result of a subpoena issued by a court. Service as



a volunteer expert witness, representative of a party other than the University, or other volunteer court duty is not included in the provisions of this leave of absence.

3. Regulations: Deans or directors, or designees, are authorized to grant such leave with pay upon the presentation of a subpoena by the unit member. A record of absences for these purposes shall be maintained and reported as jury duty leave with pay.
4. It is the responsibility of the unit member to keep his/her dean or director, or designee, informed of the anticipated time to be spent away from the job for this purpose.
5. The unit member's regular University pay shall continue to be paid during such leaves of absence.
6. Any pay received by a unit member from a court system for service on jury duty or as court witness duty shall promptly be returned by the unit member to the University to offset part of the cost of such absences.

d. Military Leave

1. A regular unit member who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence with pay to a maximum of sixteen and one-half working days in one calendar year during which the unit member is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the unit member must provide a copy of the order that shall establish his/her eligibility for military leave.
2. For other than required training periods discussed above, regular unit members are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to statutory benefits and rights to re-employment provided for by state or federal law. For a military leave of absence, the unit member must give advance written or verbal notice of leave to the dean or director, or designee. If the leave was for more than thirty-one days, the returning unit member must, at the request of the supervisor, provide documentation, such as written orders, which establishes length and character of the service and the timeliness of the application for re-employment.
3. Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

e. Leave of Absence (nonmedical)

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

f. Special Assignments

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

## ARTICLE 17

### *Working Conditions*

#### 17.1 Nondiscrimination

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

#### 17.2 Health and Safety

17.2.1 It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University is committed to providing a safe and healthful working environment for its employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall 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 unit member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

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

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

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

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

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

#### 17.3 Other Required Training

Unit members shall participate in all University required training (e.g., FERPA, Title IX, emergency response).

#### 17.4 Unit Member Hours

Unit members shall maintain hours that meet the teaching, research and service responsibilities of their assigned workload and other university obligations. Unit 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 unit member's scheduled office hours shall be submitted to and approved by the unit member's dean, director, or designee.

#### 17.5 Faculty Offices

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

#### 17.6 Assignments Requiring Travel or Use of Personal Vehicle

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

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

#### 17.7 Relocation

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

#### 17.8 Outside Activities

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

17.8.2 Outside activities means work or activities which are not within the scope of the regular employment duties of the unit member. It is agreed that outside activities which will increase the effectiveness and broaden the experience of employees in relation to their functions at the University or which will be of service to the community or the state are encouraged, provided outside activities do not interfere with the performance of the

employee's regular University duties; and provided the outside activities do not involve the appropriation of University property, facilities, equipment or services.

## ARTICLE 18

### *Management Rights*

- 18.1 Except as specifically limited by law or this Agreement, the University reserves all rights and privileges heretofore exercised by the University or granted to it by law. Examples of management rights include the right to:
- a. enact policy or regulation for the governance of the University;
  - b. appoint officers, administrators, supervisors, and other employees who are not unit members;
  - c. establish policies and procedures in support of the educational, research, and service missions of the University;
  - d. establish and direct programs of instruction at the University;
  - e. declare and respond to financial exigency;
  - f. administer the University;
  - g. select, direct, set the number, assign, evaluate, tenure, and promote unit members;
  - h. adopt and enforce work rules and regulations applicable to unit members;
  - i. utilize technology in areas including, but not limited to, distance education;
  - j. determine the organizational structure of the University;
  - k. set performance and productivity standards;
  - l. establish, modify, reduce, or eliminate academic positions, programs, departments, colleges, schools, centers, or other units of the University;
  - m. transfer unit members across academic programs, departments, colleges, schools, centers, geographic locations, or other units of the University, and
  - n. discipline unit members including, but not limited to, the right to reprimand, suspend, or discharge.
- 18.2 The University's exercise or failure to exercise any right, prerogative, responsibility, or function hereby reserved to management shall not be considered a waiver of the University's right to exercise such right, prerogative, responsibility or function or

preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 19**

### ***No Strike/No Lockout***

The parties agree that there shall be no strikes or lockouts during the term of this Agreement.



## **ARTICLE 20**

### ***Meet and Confer***

The parties agree that they shall meet no fewer than two times each semester to discuss the administration and interpretation of this agreement and any related issues. Such meetings shall not substitute for meetings required under Article 7, Dispute Resolution, with respect to the processing of any grievance.

## **ARTICLE 21**

### ***Severability***

In the event any provision of this Agreement is held to be illegal, void, or invalid, in whole or in part by any court or administrative agency having competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as if the illegal, void, or invalid matter had never been incorporated in this Agreement.

## **ARTICLE 22**

### ***Duration and Negotiation Procedure***

This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect to and including December 31, 2016. No later than August 1, 2016, either party may serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty calendar days, but in no event shall either party be required to commence negotiations prior to May 1, 2016.

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

## **ARTICLE 23**

### ***Totality of the Agreement***

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, United Academics and the University, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**COLLECTIVE BARGAINING AGREEMENT**

between the

**UNIVERSITY OF ALASKA**

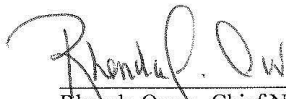
and the

**UNITED ACADEMICS-AAUP/AFT**

**January 1, 2014 - December 31, 2016**


**FOR THE UNIVERSITY OF ALASKA:**

**FOR UNITED ACADEMICS-AAUP/AFT:**

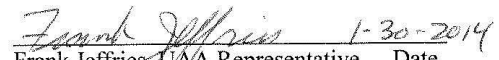
 1-30-14  
Rhonda Ooms, Chief Negotiator Date  
Labor and Employee Relations

 1/30/2014  
Tony Rickard, Chief Negotiator Date  
United Academics

 1-30-14  
John Blanchard, UAS Representative Date

 11/30/2014  
Melanie Arthur, UAF Representative Date

 01-30-14  
Anita Hartman, UAF Representative Date

 1-30-2014  
Frank Jeffries, UAF Representative Date


 1/30/14  
Paul Layer, UAF Representative Date

 1-30-14  
Mike Stekoll, UAS Representative Date

 1.30.14  
Patty Linton, UAA Representative Date

 1-30-14  
Cyndee West, Contract Manager Date

 02-03-2014  
Donald Smith, Executive Director Date  
Labor and Employee Relations

 11/30/2014  
Abel Bult-Ito, President Date  
United Academics

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