

UNAC Package: 1, 2, 9, 10, 11, 12, 13 & 20

10/23/2024

Summary of Changes

No Changes: 1, 2 & 12

9.1.3 Proposed additional language

9.1.5 Proposed notification period change

9.2.1 accepted UA proposed deletion

9.2.3 a. Proposed language change to avoid repetition and confusion

9.2.3 c. Proposed section heading change

9.2.3 d. Proposed section heading change

9.2.4 a. Proposed language change to avoid repetition and confusion

9.2.4 c. (delete)

9.2.4 d. (delete)

9.2.5 a. Proposed language change to avoid repetition and confusion

9.2.6 & 9.2.7 (Swap numbers to keep content organized)

Existing 9.2.7 (9.2.6 in this package) (add “for Promotion” to title)

Existing 9.2.7.a (9.2.6.a. in this package) (delete)

Existing 9.2.7.b (9.2.6.b. in this package) (delete heading, correct for new numbers, delete redundant language)

Existing 9.2.7.c - e (9.2.6.c - e. in this package) (delete)

Existing 9.2.6 (9.2.7. in this package) (change number)

Existing 9.2.6.d (9.2.7.d in this package) (change number) (add existing language from 9.2.7.b, paragraph 2, correct article reference therein)

9.4.2.a (change notification requirement)

9.4.3 (change “three (3) years maximum” to “appointment period”)

10.1 Proposed compromise language

11.1.2.b Proposed language addition

13.1 accepted UA proposed deletion

13.3.1 accepted UA proposed deletion

13.3.2 accepted UA proposed deletion

13.4.4 accepted UA proposed deletion

13.4.4.a Proposed terminology addition

13.4.4.b Proposed terminology change

13.4.4.c Proposed process change and delete alternate deadline language

13.4.4.d Proposed language

20 accepted UA proposed changes

ARTICLE 1
Agreement and Duration

This agreement is made and entered into this first day of January ~~2022~~ 2025, by and between the University of Alaska ("University"), and United Academics - AAUP/AFT Local 4996 ("United Academics", "UNAC" and/or "Union").

This Agreement shall be effective as of January 1, ~~2022~~ 2025, and shall remain in full force and effect to and including December 31, ~~2024~~ 2027. No later than August 1, ~~2024~~ 2027, 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 (60) calendar days, but in no event shall either party be required to commence negotiations prior to May 1, ~~2024~~ 2027.

The monetary terms of this Agreement are not effective until funds are appropriated by the legislature pursuant to AS 23.40.215.

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 ensure that the above stated principles shall be best served.

It is recognized that bargaining unit members are uniquely qualified to participate in the academic governance of the University. It is also recognized that bargaining 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 bargaining unit members to participate in the governance of the University is important to its effective operation. It is further agreed that bargaining unit members' voluntary participation in University governance is an integral part of the University community's culture.

Participation by bargaining unit members in activities recognized in Article ~~13.1.3(c)(2)~~ **13.2.3(c)(2)** in this agreement is also recognized as a valuable contribution to the University.

ARTICLE 9

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

9.1 Faculty Appointment

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

9.1.1 Appointment with Tenure

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

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

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

9.1.2 Tenure Track Appointment

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

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

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

9.1.3 Non-tenure Track Term Appointment

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

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

Non-tenure track term appointments may be made for a period up to but no longer than five (5) years. Non-tenure track term appointments shall expire at the end of the specified period of appointment, unless renewed or provided notice in accordance with Article 9.4.2. **After three (3) consecutive years of annual appointments, if renewed, non-tenure track term faculty shall receive an appointment for two (2) to five (5) years per appointment at the discretion of the dean/director.** In addition to provisions for termination provided in this Agreement, a non-tenure track term appointment may be terminated early if the terms of the performance assignment are not fulfilled, if the duration of the funded activity has expired, or if the program has been discontinued or reduced. Because non-tenure track term appointments are expected to end at the completion date of the assignment, non-tenure track term bargaining unit members may not challenge a decision not to reappoint them.

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

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

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

9.1.4 Post Doctoral Fellow Appointment

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

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

appointment in the University of Alaska.

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

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

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

9.1.5 Appointment Duration

A bargaining unit member's base appointment shall be for the academic year (nine (9)-month) as determined by the campus or for an alternative nine (9)-month period. A nine (9)-month appointment may be extended by up to three (3) months at the discretion of the University. Such an extension may be included in the base assignment letter, but in any event an extension does not modify the ~~tenured or tenure-track~~ base appointment period of nine (9) months. **Exclusively in the case of new bargaining unit members whose employment commences during the academic year, an appointment may be made for the remainder of that academic year provided employment continues in the following academic year.**

9.1.6 Method of Appointment

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

9.1.7 Appointments of Distinction

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

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

9.1.8 Professional and Ethical Standards

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

9.2 Evaluation

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

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

All reviewers have an ethical responsibility to maintain the confidentiality of evaluation materials. Breaches of confidentiality by a bargaining unit member will be subject to 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 bargaining unit members shall be considered substantive academic judgments.

9.2.1 Annual Activity Report/Review

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

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

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

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

year comprehensive review, tenure review, promotion review, or post tenure review.

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

a. Annual Review

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

b. Fourth-Year Comprehensive Review

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

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

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

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

a. Evaluation Process

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

The bargaining unit member shall submit a file including ~~the items listed in 9.2.2b~~ the following documents:

- ~~1. Current CV;~~
- ~~2. Annual workload assignments for the period under review;~~
- ~~3. A cumulative activity report for the period under review;~~
- ~~4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;~~
- ~~5. Evidence of teaching effectiveness for the years under review, where applicable, as defined by appropriate MAU criteria;~~
- ~~6. Summarized teaching evaluations for the years under review, where applicable;~~
- ~~7. Self-evaluation that summarizes the bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;~~
- ~~8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas;~~
- ~~9. External review letters;~~
- ~~10. Other materials as specified in academic unit peer and MAU criteria;~~
- ~~11. Other materials at the discretion of the bargaining unit member.~~

b. Denial of Promotion

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

c. Withdrawal of ~~Promotion~~ File

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

review or a mandatory review for tenure. If a bargaining unit member withdraws their file prior to the dean, director, or designee's evaluation, the bargaining unit member must submit an Annual Activity Report by November 1.

d. Appeal Process ~~Regarding Award for Promotion~~

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

9.2.4 Evaluation of Tenure Track Bargaining Unit Members for Tenure

a. Evaluation Process

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

The bargaining unit member shall submit a file including **the items listed in 9.2.2b, and the evaluation processes and dates shall be parallel to those described in Article 9.2.3, except as provided below.** ~~following documents:~~

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

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

b. Denial of Tenure

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

~~e. Withdrawal of Tenure File~~

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

~~d. Appeal Process Regarding Award of Tenure~~

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

9.2.5 Post-Tenure Review

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

a. Post-Tenure Review Process

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

These evaluations shall be conducted in accordance with the procedures set forth in this Article. The bargaining unit member shall submit a file including **the items listed in 9.2.2.b.** following documents:

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

A post-tenure review is satisfactory if it concludes that during the period under review the bargaining unit member's performance has met expectations appropriate to their current rank as defined by the evaluation criteria in place for the bargaining unit member's MAU, college, and discipline. If the overall evaluation of the post-tenure review by the academic unit peer review committee and dean, director, or designee is satisfactory, the review proceeds no further and is complete.

An unsatisfactory review by the peer review committee or the dean, director, or designee will proceed to the MAU peer review committee and the provost. The review may proceed to the chancellor only at the written request of the bargaining unit member.

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

At any time prior to a scheduled evaluation, the bargaining unit member's dean, director, or designee may, as a result of other evaluations, initiate the post-tenure review process. If a dean, director, or designee initiates an early review, a bargaining

unit member shall be notified no later than the end of the appointment period. In addition, a post-tenure review shall be conducted upon the request of a bargaining unit member.

b. Dispute Resolution

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

9.2.6 ~~7~~ Evaluation of Non-tenure Track Term Bargaining Unit Members **for Promotion**

a. Annual Evaluation

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

~~b. Evaluation for Promotion~~

Non-tenure track term bargaining unit members may request to be evaluated for promotion. The evaluation process shall be parallel to that of tenure track and tenured bargaining unit members **as described in Article 9.2.3**. The procedural processes and dates will be the same as in Article 9.2.7 ~~6~~ with the exception of the composition of the academic unit peer review and MAU peer review committees, which is described below. This process is the sole means for promotion for non-tenure track term bargaining unit members.

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

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

~~salary adjustments.~~

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

~~c. Denial of Promotion~~

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

~~d. Withdrawal of Promotion File~~

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

~~e. Appeal Process Regarding Award for Promotion~~

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

9.2.7 6 Evaluation Procedures

Except as specifically provided otherwise, evaluation of bargaining unit members for annual review, progression towards tenure review, comprehensive fourth-year review, promotion, tenure, and post-tenure review shall be conducted according to the procedures provided below.

- a. A bargaining unit member who plans to stand for tenure and/or promotion in the next academic year, shall, by the end of the current appointment period, advise the dean, director, or designee in writing of the intent to stand. At the same time, the bargaining unit member shall submit to the dean, director, or designee a complete CV and a list of two (2) external reviewers (external reviews are required only for tenure or promotion reviews).
- b. The dean, director, or designee shall, when external reviews have been requested, distribute the bargaining unit member's CV to external reviewers by June 30. Two (2) external reviewers are selected by the bargaining unit member and up to two (2) additional external reviewers may be selected by the dean, director, or designee. The external reviews selected by the dean, director, or designee will be included in the file with annotation that they were requested by the dean, director, or designee before the file goes into the review process. The reviewers shall be asked to submit their reviews

- to the dean, director, or designee no later than September 1. The reviews will be forwarded by September 8 to the candidate, accompanied by a written notice from the dean, director, or designee of the number of reviews requested and the number of reviews received, for inclusion in the file.
- c. The bargaining unit member shall, by September 12, submit to the appropriate dean, director, or designee, a file for evaluation following MAU-specific guidelines and procedures. The file shall contain materials as specified in this article.
 - d. The dean, director, or designee shall, by September 15, submit appropriate files to a peer review committee representing a department/cluster/academic unit as determined by the dean, director, or designee, with the consent of members from that department/cluster/academic unit. Absent such consent, the provost shall resolve issues over the composition of the peer review committee.

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

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

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 bargaining unit member, no later than October 15.

- e. The bargaining unit member shall submit any written comments, in response to the unit peer review, to the dean, director, or designee no later than October 22.

- f. The dean, director, or designee shall complete a review and prepare written recommendations to the provost with a copy to the bargaining unit member no later than December 20. The dean, director, or designee shall forward the file and recommendation to the provost's office.
- g. The bargaining unit member shall submit to the provost any written comments in response to the review of the dean, director, or designee no later than January 3.
- h. The provost shall, by January 3, 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 bargaining unit member, no later than February 20.
- i. The bargaining unit member shall submit to the provost any written comments in response to the MAU peer review committee's review, no later than February 26.
- j. The provost shall review the file and make a written recommendation. The provost shall provide a completed review and recommendation to the chancellor, with a copy to the bargaining unit member, no later than March 30.
- k. The bargaining unit member shall submit any written comments in response to the provost's review to the chancellor no later than April 5. If United Academics opts to appeal the provost's recommendation, the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days. Subsequent deadlines will be mutually agreed upon by United Academics and the University.
- l. The chancellor shall review the file, recommendation of the provost, and the recommendation of the Appeals Board (if applicable) and make the final decision regarding the bargaining unit member's performance (i.e. whether to retain, promote and/or tenure, or whether the bargaining unit member's performance is satisfactory). The bargaining unit member shall be notified in writing of the chancellor's decision no later than May 1. If United Academics opts to appeal the chancellor's decision (and if there was no appeal of the provost's recommendation), the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days.
- m. If a date in this article falls on a Saturday or Sunday it shall be treated as falling on the following Monday. If a date in this article falls on a holiday it shall be treated as the first immediate business day following the holiday.
- n. Timelines in this article may be extended by mutual consent of the parties, and such consent shall not be withheld unreasonably.

9.3 Tenure

9.3.1 Locus of Tenure

Bargaining unit members shall be tenured within their discipline at an MAU within the University of Alaska. Bargaining unit members may transfer with tenure to another

academic unit in the same or another MAU only upon the mutual agreement of the bargaining unit member and the chancellor of the receiving MAU. For purposes of this Agreement, "discipline" shall be defined as the traditional academic field and recent teaching and research record as demonstrated in workload agreements, annual activity reports, and evaluations.

9.3.2 Method of Appointment to Tenure

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

9.3.3 Conditions for Consideration for Award of Tenure

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

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

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, bargaining unit members receiving such appointments without tenure shall be reviewed for tenure no later than the third consecutive year of service. Appointments to full professor may continue beyond the fourth year only with tenure.

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

b. Promotion to Associate Professor

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

c. Review of Assistant Professor

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

d. Years of Service Computation

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

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

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

e. Failure to Receive Tenure

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

A bargaining unit member must stand for tenure no later than the mandatory review year. If tenure is not awarded in the mandatory review year, the bargaining unit member shall be offered a terminal appointment for one (1) additional academic year, or alternative nine (9)-month period. See Article 9.4.4.

f. Rejection of Tenure

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

9.4 Termination of Appointment

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

9.4.1 Non-retention of Tenure Track Bargaining Unit Members

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

bargaining unit member.

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

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

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

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

- a. Within the first two (2) years, regardless of contract extensions, the bargaining unit member shall be notified no later than **thirty (30)** ~~fourteen (14)~~ days prior to the expiration of the appointment.
- b. From the third through the sixth years, regardless of contract extensions, the bargaining unit member shall be notified not less than sixty (60) days prior to the expiration of the appointment.
- c. After seven (7) years, the bargaining unit member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

9.4.3 Non-renewal of Post Doctoral Fellow Bargaining Unit Members

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

University of Alaska.

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

9.4.4 Failure to Receive Tenure

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

9.4.5 Resignation or Retirement

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

9.4.6 Just Cause

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

9.4.7 United Academics Notice

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

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

10.1 General

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

10.2 Discontinuance of Program

- a. The chancellor or the chancellor's designee shall notify non-tenure track term bargaining 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.
 1. Within the first two (2) years, regardless of contract extensions, the bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.
 2. From the third through the sixth years, regardless of contract extensions, the bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
 3. After seven (7) years, the bargaining unit member shall be notified not less than ninety (90) days prior to the expiration of the appointment.

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

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

- b. The chancellor or the chancellor's designee shall notify tenure track or tenured bargaining 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.

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

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

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

10.3 Reduction in Program

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

Tenured bargaining unit members

Non-tenured, tenure track bargaining unit members

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

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

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

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

- a. The chancellor or the chancellor's designee shall notify non-tenure track term
UNAC Package 2 Proposal 9/16/24 36

bargaining 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.

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

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

- b. The chancellor or the chancellor's designee shall notify tenure track or tenured bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service with the University of Alaska.
1. Within the first year, regardless of contract extensions, the bargaining unit member shall be notified no later than February 15 for appointments based on the academic year, or three (3) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
 2. Within the second year, regardless of contract extensions, the bargaining unit member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
 3. After two (2) or more years of uninterrupted service, the bargaining unit member shall be notified twelve (12) months prior to the expiration of the final appointment.

If the program is expanded within two (2) years, previously tenured and qualified

bargaining unit members shall be invited to return in the order provided in this section above prior to hiring new full-time bargaining unit members. The bargaining unit member shall be provided at least thirty (30) days from the mailing of the invitation to notify the University of the decision to decline or accept. If the former bargaining unit member does not respond within thirty (30) days, the invitation shall be assumed to have been declined. Former bargaining unit 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,
UNAC Package 2 Proposal 9/16/24 37

bargaining unit members are entitled to written notice of termination a minimum of sixty (60) calendar days in advance of the cessation of their employment.

10.5 Other Rights of Retrenched Bargaining Unit Members

Any terminated bargaining unit 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 bargaining unit member only for just cause.

If discipline of a bargaining unit member is being considered, an investigation or research inquiry must be conducted and the actions outlined in 11.2 must occur before any disciplinary action is taken.

11.1.2 Considerations Prior to Disciplinary Action

- a. Verbal discussion may be the first step in resolving minor concerns with a bargaining unit member's performance or conduct prior to any steps of disciplinary actions.
- b. If verbal discussion does not resolve the issue, the supervisor will incorporate verbal counseling as a management strategy to help the bargaining unit member understand expectations and be successful in their position. Verbal counseling is not disciplinary in nature and may be memorialized by the supervisor in writing or presented to the bargaining unit member as a written Letter of Expectations with a copy to United Academics. **Letters of Expectations shall not include unsubstantiated allegations, and should provide specific, actionable, and achievable expectations.** The parties agree and acknowledge that under just cause discipline, there are situations where verbal counseling would not be effective or prudent.
- c. While the notification requirements of Article 11.2 must be met before a bargaining unit member is subjected to a disciplinary investigation, those requirements do not preclude the University from taking preliminary actions and due diligence to determine whether an investigation or research inquiry is warranted.
- d. The above considerations are not disciplinary in nature but may be considered in future disciplinary actions. The timeline for retention of Letters of Expectations will be two (2) years.
- e. A disciplinary investigation must precede any disciplinary action.

11.2 Disciplinary Investigation and Research Inquiry

11.2.1 Disciplinary Investigation

Prior to an investigation required by Article 11.1, the bargaining unit member and United Academics shall be provided written notice of the investigation, the allegations being considered, the possibility of disciplinary action and the right to union representation. The bargaining unit member shall be provided an opportunity to meet with the appropriate administrator to respond to the allegations and may be represented by United Academics representatives. Bargaining unit members subject to investigation may be placed on investigatory leave with pay during the course of an investigation if their continued presence poses 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 bargaining unit member shall be permitted to respond to questions and to provide information or evidence relevant to the allegations under investigation.

11.2.2 Research Inquiry

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

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

11.3 Disciplinary Action

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

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

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

11.3.2 Disciplinary Action for Academic Incompetence

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

- a. The University shall provide the written findings of the investigation and the proposed disciplinary action to the bargaining unit member, United Academics, and the MAU disciplinary committee, a standing committee composed of three (3) bargaining unit

members appointed by United Academics.

- b. Within ten (10) days of receipt of the findings, the MAU disciplinary committee shall conduct a due process hearing on the record at which the bargaining unit member, with assistance from designated United Academics representatives, shall be provided the opportunity to respond to the findings and a University representative may respond. The hearing shall be closed to all except the parties (i.e., the committee, the bargaining unit member, United Academics representatives, and administration representatives), unless otherwise agreed to by the parties.
 - c. Within ten (10) days of the conclusion of the hearing, the MAU disciplinary committee shall provide its recommendation and the reasons therefore on the proposed disciplinary action to the dean or director, the bargaining unit member and United Academics. Normally the dean or director will accept the recommendation and proceed accordingly except in compelling circumstances wherein the dean or director believes that the best interests of the University would not be served in accepting the recommendation. If the dean or director intends to take an action other than that recommended by the committee, the dean or director shall specify the reasons in writing, which will be provided by the University to the bargaining unit member and United Academics, and a meeting of the dean or director and the committee shall be convened prior to step d. below to discuss the matter.
 - d. The University shall provide the bargaining unit member and United Academics written notice of disciplinary action. The notice shall be provided in advance of a meeting with the bargaining unit member. The bargaining unit member may request the presence of designated United Academics representatives. The notice shall include notice that the bargaining unit member may have the right to challenge the disciplinary action as provided in Article 7. If the bargaining unit member does not attend the meeting, the notice shall be mailed to the bargaining 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 bargaining unit member. Termination may take effect five (5) days after notice to the bargaining unit member and United Academics, during which time the bargaining 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 bargaining unit member's academic record file, and a copy thereof simultaneously given to the bargaining 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 or through an alternate virtual platform.

ARTICLE 12

Personnel Files

- 12.1 The University maintains three (3) official personnel files for each bargaining 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 maintained by the Office of Human Resources. The academic record file of the bargaining unit member shall be maintained by the office of the relevant dean, director, or the academic affairs office on the bargaining unit member's campus of their primary assignment. The medical record file shall be maintained by the Office of Human Resources, separate from other official personnel files.
- 12.2 Other files, in addition to the three (3) official personnel files, containing information regarding bargaining unit members may exist. However, information in such files may not be kept for longer than one (1) year, or contain information not in the official personnel files which is more than one (1) year old. The University shall not take action with respect to a bargaining unit member based upon information that is not contained in the official personnel files.
- 12.3 Bargaining 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 Office of Human Resources or the location where the academic record resides. Bargaining 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 bargaining 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 bargaining 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 bargaining 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 bargaining unit member's academic record file, and a copy thereof simultaneously given to the bargaining unit member and to United Academics. No such material may be placed in a bargaining unit member's academic record file without an original signature of the dean, director, or designee, and the bargaining unit member. The bargaining 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 (2) 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. Upon mutual agreement of the University and United Academics, any disciplinary reprimand may be retained in a bargaining unit member's file for up to one (1) additional year.

- 12.6 The employment record file may contain the following:
- a. Information relating to the bargaining 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 bargaining unit member's work assignments and compensation, including workers' compensation payment documents and letter(s) of appointment.
 - d. Other documents related to the bargaining unit member's employment status at the University.
 - e. Bargaining 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 bargaining unit member's job performance.
 - b. Correspondence relating to the individual's employment.
 - c. Final grievance awards relating to the bargaining 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 bargaining unit member's academic record at the University.
 - h. All documents included in the promotion and/or tenure file.
 - i. Bargaining unit member responses to the above, if any.
- 12.8 The medical records file shall contain all confidential medical information related to a bargaining 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 bargaining 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 (10) working days. Other persons may have access to the medical record file only as provided by law, with notification to the bargaining unit member.

12.9 The University shall not include material in the bargaining 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 bargaining unit member's official personnel files without the expressed written authorization of the bargaining unit member, except for brief inspection or copying.

ARTICLE 13

Workload

13.1 Provisions

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

13.2 Definitions

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

13.2.2 A bargaining unit member's written workload shall be provided by the University to an individual bargaining unit member within the parameters set forth in this Agreement describing the specific activities that the bargaining unit member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill their professional responsibility to the University. The determination of a bargaining 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.

13.2.3 The workload may consist of three (3) parts: teaching, research (which may include scholarship and/or creative activity), and service.

a. Teaching: classroom, studio, laboratory, and distance delivery instruction in regular academic courses with assigned contact hours; development and coordination of special undergraduate and graduate seminars; preparation of student materials for classes; preparation of a new course or program or substantial revision of an older course or program; general advising of undergraduate students; supervision of student mentorships; supervision of graduate student theses, dissertations, and research/creative projects; supervision of undergraduate theses and research/creative projects; supervision of directed study through individualized courses and student projects; non-credit educational programs on-campus or elsewhere; and other activities benefiting students' academic development.

b. Research/Creative Activity: all professional activities leading to publication, performance or formal presentation in the bargaining unit member's field, or leading to external funding recognizing the bargaining unit member's current or potential contribution to that field. Such activities include: manuscript submission; grant/contract proposal submission; supervision of funded research projects; development and commercialization of intellectual property; additions to a portfolio; digital projects; and other original contributions appropriate to the bargaining unit member's field.

c. Service:

1. Public service: serving in organized, non-remunerative, educational and consultative activities which devolve from a bargaining unit member's professional expertise and further the interests or prestige of the University.

2. University service: serving as department head/chair, program director, program coordinator, program chair, or governance officer; serving on administrative and governance, department, college, school, or university committees; and performing other tasks as deemed necessary by the University. In addition, service will be recognized when a bargaining 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. Bargaining unit members who serve as the MAU grievance chair will receive service credit of up to three (3) workload units.
3. Professional service: reviewing grant/contract proposals, serving as an editor and/or reviewer for a journal, serving as accreditation reviewer, serving on a professional licensing board, as an ad hoc reviewer in the bargaining 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, or other relevant activities.

13.3 Professional Responsibilities

- 13.3.1 The primary professional responsibilities of bargaining unit members are teaching, research, scholarship, creative activity, and service to the University and the public. ~~Post Doctoral Fellows, in particular, may have workloads directed exclusively towards research.~~
- 13.3.2 Bargaining 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. ~~Post Doctoral Fellows may not have accountability for each of the professional responsibilities detailed above.~~
- 13.3.3 It is understood between the parties that bargaining unit members may not participate in all professional activities identified in this article during each academic term or year.

13.4 Workload

- 13.4.1 The composition of professional duties and responsibilities of each bargaining unit member will be determined by the appropriate administrator after consultation with the department head/chair or, if applicable, program coordinator/chair/director and the bargaining unit member as provided in Article 13.4.4.
- 13.4.2 In the determination of a bargaining unit member's workload, consideration shall include those items listed in Article 13.2.3 and the following factors:
 - the missions and goals of academic units, including unit criteria developed for the evaluation of faculty
 - program needs and priorities
 - accountability
 - the requirements of externally funded grants/contracts

- historical workloads
- the level, duration, and mode of delivery of a workload activity
- extended contact hours
- professional growth and development
- course or program development

13.4.3 Bargaining unit members shall be responsible for thirty (30) workload units per academic year. Subject to the criteria in 13.4.2 and the process in 13.4.4, one (1) workload unit equals one (1) credit of teaching or equivalent research/creative activity or service effort. A workload in excess of thirty (30) workload units per academic year shall constitute an overload and will be compensated as such. Overloads shall not be assigned without consent of the individual bargaining unit members and failure to consent to an overload shall not be used as cause for an unsatisfactory annual review or non-retention.

13.4.4 Workload Determination Procedure:

- a. Individual bargaining unit members shall collaborate with the department head/chair **or appropriate faculty lead** to prepare in writing a proposed workload for each semester of the next appointment period or other specified time period. The proposed workload shall account for factors including those specified in 13.4.2 and be completed and submitted to the department head/chair with a copy to the dean, director, or designee by March 1 or at least sixty (60) days prior to the end of the current contract period.

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

- b. The department head/chair or appropriate **faculty lead administrator** shall submit the following information to the appropriate administrator by April 1 or at least thirty (30) days prior to the end of the current contract period:
- all the bargaining 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/creative activity, and service activities to be accomplished by the department
- c. The administrator shall review and notify bargaining unit members of their assigned workload for the next contract period by May 1, **with a copy simultaneously provided**

to United Academics at workload@unac4996ak.com or at least five (5) working days prior to the end of the current contract period. In the event of a major change to the proposed workload, the administrator will attempt to confer with the bargaining unit member.

- d. If a bargaining unit member wishes to dispute the workload assignment, United Academics may initiate a complaint on behalf of the bargaining unit member. The dispute shall proceed according to the Complaint Resolution Process outlined in Article 7.3, unless, as noted in Article 13.2.2, the workload or workload determination procedure is inconsistent with the express terms of this agreement.

13.4.5 Workload components of individual bargaining 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/creative activity, and service responsibilities.

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

13.4.7 Bargaining 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/creative activity, and service needs of the unit, as determined by the administrator, are met.

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

ARTICLE 20
Meet and Confer

The parties agree that they shall meet no less than once per ~~semester month~~ to discuss the administration and interpretation of this agreement and any related issues, unless both parties agree ~~not to meet~~ **more frequently** ~~during a particular month~~. A party requesting a meet and confer session will provide to the other party a written agenda in advance of the meeting. Such meetings shall not substitute for meetings required under Article 7, Dispute Resolution, with respect to the processing of any grievance.