

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**UNIVERSITY OF ALASKA**

**And the**

**UNIVERSITY OF ALASKA FEDERATION OF  
TEACHERS**

**July 01, 2007 – June 30, 2010**

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# ARTICLE 1

## *Agreement*

### **1.1 Term of Agreement**

- A. The effective dates of this Agreement are July 1, 2007, to June 30, 2010.
- B. All appendices to this Agreement are incorporated as a part of this Agreement.
- C. After June 30, 2010, this Agreement shall be renewed from year to year through June 30 of the following year, unless written notice that changes are desired is given by either party to the other party. If notice is provided by either party, the Agreement shall expire the following June 30. Such written notice must be given not later than June 30 of the year preceding the expiration of the agreement. Negotiations shall begin not later than September 1, and the parties agree to meet no less than two days each week until December 15, unless otherwise agreed to in writing by the parties. If agreement is not reached by December 15, the parties mutually agree to be at deadlock and to request mediation under AS 23.40.190.
- D. One copy of this Agreement shall be provided each Faculty Member for the term of this Agreement.

### **1.2 Recognition of Rights**

The terms of this Agreement together with the conditions of appointment not inconsistent with this Agreement constitute the terms of the appointment of each Faculty Member. Written conditions of appointment shall be signed by the Faculty Member to acknowledge receipt.

### **1.3 Sharing of Information**

- A. The University and the Union shall make available on written request all information which is reasonably required or legally necessary for the negotiation and implementation, application and administration of this Agreement. Information is to be provided on a cost reimbursable basis when the cost per information request exceeds one hundred dollars (\$100). Information requested under this paragraph shall be provided within ten (10) working days. If either party is unable to meet this time frame, the other party shall be notified of the approximate date the information will be provided.
- B. Neither of the parties shall be required to provide the other with information which is privileged, is confidential or which would require revealing personnel information of a private nature, or which has been gathered specifically for purposes of preparing for or conducting collective bargaining.

- C. Nothing in this section is to be construed so as to require either party to compile information or statistics in the form requested if such data is not already compiled in the form requested.
- D. The University shall provide to the Union a current listing of the names of Faculty Members each biweekly pay period.

**1.4 Negotiations**

- A. Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative, and other employment duties of the negotiating teams. Unless otherwise agreed to by the parties, negotiations shall be held in Anchorage.
- B. Faculty Members who serve as negotiators shall be excused without prejudice from class duties as necessary during the course of negotiations. A University approved substitute shall be provided by the Faculty Member or the Union. Faculty Members serving as negotiators may be released from their entire professional assignment during negotiations, provided that the Union pays the cost of University substitutes. In Academic Year 2007-2008, such cost for substitutes shall be one thousand four hundred dollars (\$1,400) per credit hour. In Academic Year 2008-2009, and 2009-2010, the cost for substitutes shall increase by a percentage equivalent to Faculty Members' across-the-board salary increase in each of those years, per Article 7.1.C and 7.1.E.

## ARTICLE 2

### *Definitions*

As used in this Agreement and except as the context may otherwise require:

Adult Basic Education (ABE) includes any non-credit basic skill program, including GED, High School Diploma, English as a Second Language (ESL) and other adult skills or life skills.

Board means the Board of Regents of the University of Alaska.

Campus Executive means, as the context requires, either the community college campus President, extended site Director, or campus Chancellor.

Campus President means Director as used in AS 14.40.590.

Community College means the physical facility or facilities of a community college established by the Board of Regents pursuant to the Alaska Community Colleges Act, AS14.40.560, et seq., including but not limited to Prince William Sound Community College.

Date of this agreement means the date on which the agreement was signed between the parties.

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

Extended Site means an educational facility or facilities not located on the principal campuses of the University of Alaska Anchorage, the University of Alaska Fairbanks and the Juneau campuses of the University of Alaska Southeast, including but not limited to: the Bristol Bay Campus, Chukchi Campus, Interior-Aleutians Campus, Kenai Peninsula College, Ketchikan Campus, Kodiak College, Kuskokwim Campus, Matanuska-Susitna College, Northwest Campus, Sitka Campus, and Tanana Valley Campus.

Faculty Member or Bargaining Unit Member means an employee covered by Article 9.1, Recognition of the Union.

"MAU" means a major administrative unit. These are the University of Alaska Anchorage, University of Alaska Fairbanks, and the University of Alaska Southeast.

Primary Campus means the campus at which the Faculty Member's Chancellor resides (Anchorage, Fairbanks, or Juneau).

Provost means the chief academic officer at the University of Alaska Anchorage, the University of Alaska Fairbanks, or the University of Alaska Southeast.

Temporary Employee means a person employed for a period of one semester or less.

Union or UAFT means the University of Alaska Federation of Teachers, Local 2404, AFL-CIO.

University means the University of Alaska.

University Policy means the Board of Regents' Policy and University Regulation in effect on June 27, 2006. Unless otherwise specifically provided in this Agreement, any statement within Board of Regents' Policy or University Regulation which may refer to the right of the University to alter Board of Regents' Policy or University Regulation notwithstanding, it is the intention of the parties that the Board of Regents' Policy and University Regulation referenced in this Agreement are those in effect on June 27, 2006. 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 the Union.

## ARTICLE 3

### *Rights of the Faculty Member*

#### **3.1 Academic Freedom and Responsibility**

- A. The University and the Union agree that academic freedom is essential to the mission of the University and that providing the environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any person's right to free speech or to infringe upon the academic freedom of any member of the University community.
- B. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate when appropriate that one is not an institutional representative.

#### **3.2 Nondiscrimination**

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

#### **3.3 Personnel Files**

- A. The University maintains two official personnel files, one called the Employment Record File and the other the Academic Record File, for each Faculty Member. The Employment Record File shall be located in the Campus Academic Administration or Personnel Office and the Academic Record File shall be located in the Office of Academic Affairs or in the Faculty Member's Dean's or Campus Director's office on the Faculty Member's campus of their primary assignment. Other files containing information regarding Faculty Members may exist from time to time; however, information in such other files may not be placed in the official personnel files after the information is more than one (1) year old. The University shall not take action with respect to a Faculty Member based upon information, which is not contained or concurrently placed in the official personnel files.
- B. Faculty Members shall have the right to examine their personnel files at any time during normal business hours. Faculty Members shall have the right to receive a copy of the official personnel files upon submission of advance written request to the Campus Academic Administration or Personnel Office or the Faculty Member's Dean or Campus Director. Faculty Members may place in either official personnel file a response to adverse information contained in either official personnel file.
- C. The Union representative, having written authorization from the Faculty Member concerned, and subject to the University's duty to provide for security of the records,

may examine and copy the official personnel file of that Faculty Member. Other persons may have access to the official personnel files as provided by law.

- D. 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 Faculty Member's Academic Record File, and a copy thereof simultaneously given to the Faculty Member. No material may be placed in a Faculty Member's Academic Record File without an original signature of the Dean or Campus Director, or designee, and Faculty Member. The Faculty 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. Upon written request to a Faculty Member's Dean or Campus Director, or designee, disciplinary material may be removed after two years.
  
- E. The Employment Record File may contain the following, including but not limited to:
  - 1. Information relating to the Faculty Member's original hire, such as application; vacancy announcement or current job description; curriculum vitae; transcripts; and hire documents, including benefit enrollment forms.
  - 2. Correspondence relating to the individual's employment.
  - 3. Documents showing the history of the Faculty Member's work assignments and compensation, including workers' compensation documents and letter(s) of appointment.
  - 4. Faculty Member responses to the above, if any.
  
- F. The Academic Record File may contain the following, including but not limited to:
  - 1. Commendations; official reprimands, including notices of unsatisfactory performance; disciplinary action; and appropriate material relating to the Faculty Member's job performance.
  - 2. Correspondence relating to the individual's employment.
  - 3. Final grievance awards relating to the Faculty Member's job performance or discipline.
  - 4. Performance evaluations and documents relating to promotion, retention, tenure and contractual obligations.
  - 5. Faculty workloads.
  - 6. Faculty Member responses to the above, if any.

- G. The University shall not include material in Faculty Member's official personnel files unless the material's source is identified, such as student evaluations. Anonymous material shall be removed by the University upon demand of the affected Faculty Member, or if discovered by the University with written notice to the Faculty Member.
- H. No items, except for anonymous material, may be removed from a Faculty Member's official personnel file without the expressed written authorization of the Faculty Member, except for brief inspection or copying.

### **3.4 Seniority**

- A. Acquisition: A Faculty Member shall acquire bargaining unit seniority commencing on the Faculty Member's initial employment date. Faculty Members having the same initial employment date shall have equal bargaining unit seniority.
- B. Accrual: A Faculty Member whose employment has not been terminated by resignation, discharge, or death, and whose bargaining unit seniority has not been lost under Paragraph 3.4.D, will accrue seniority in these cases:
  - 1. While actively employed; or
  - 2. While on leave for military service which complies with the conditions of such leave for which there is a statutory right to re-employment but not to include voluntary extensions; or
  - 3. While on any leave for illness or disability so long as the Faculty Member complies with the conditions of such leave.
- C. Retention: A Faculty Member whose employment has not been terminated by resignation, discharge, or death, whose seniority has not been lost under Article 3.4.D, will retain, but not accrue, seniority in these cases:
  - 1. While on leave of absence; or
  - 2. For ninety (90) days while on assignment to a position not included in this bargaining unit, except seniority shall be retained for the entire term of service as a department head/chair; or
  - 3. Up to three (3) years following termination based on financial exigency; or
  - 4. Up to two (2) years following termination of a tenured Faculty Member based on program discontinuation or reduction.
- D. Loss: Except as otherwise stated in this Agreement, a Faculty Member will lose seniority and all re-employment rights by:

1. Resignation; or
  2. Termination of employment, unless voluntarily rescinded by the University or vacated by a valid arbitration/grievance award or unless otherwise provided below; or
  3. After ninety (90) days while on assignment to a position not included in the bargaining unit, except for service as a department head/chair; or
  4. After three (3) years following termination based on financial exigency; or
  5. After two (2) years following termination of a tenured Faculty Member based on program discontinuation or reduction.
- E. A Faculty Member's seniority shall be established at the Faculty Member's initial day of continuous hire as a Faculty Member. Bargaining unit seniority shall not accrue for service in positions not included in this bargaining unit, except for service as a department head/chair.
- F. The University will provide the Union with an updated seniority list by October 15 of each year of this Agreement.

### **3.5 Governance**

The Union and University agree that the opportunity for Faculty Members to participate in the governance of the University is important to its effective operation. It is further agreed that Faculty Members' voluntary participation in University governance is an integral part of the University community's culture. Such service is to be voluntary and may be recognized as part of the workload established under Article 5.1 of this Agreement.

### **3.6 Notification**

- A. Faculty Members, no later than thirty (30) calendar days after contract start date, shall receive an orientation and be provided with materials which communicate University human resources policies and regulations and applicable benefits and obligations for UAFT bargaining unit members, and include, but are not limited to, applicable handbooks, an UAFT deduction authorization form, and UAFT benefits summary booklet.
- B. Written letters of appointment shall be provided for all newly hired Faculty Members and shall be signed by the Faculty Member to acknowledge receipt. The University promptly will forward copies of appointment letters to UAFT.
- C. Letters of appointment shall be provided in writing for returning Faculty Members no later than August 1 for the following academic year, and shall include the following information:

1. Term of the appointment.
2. Percentage of full-time.
3. Annual salary and biweekly pay, including geographic salary differential.
4. Rank and notification of pending review and tenure status. In case of a failure to correctly notify the Faculty Member of any review, the Faculty Member may choose to proceed with the review. If the Faculty Member chooses to delay the review, an appropriate extension of time for the review, not to exceed one year, will result.
5. Location of personnel files.

### **3.7 Disciplinary Process**

Disciplinary action may be taken against a Faculty Member for just cause. If discipline of a Faculty Member is being considered, an investigation must be conducted and the following actions must occur before any disciplinary action is taken.

#### **A. Disciplinary Investigation**

Prior to an investigation required by Article 3.7, the Faculty Member and the Union shall be provided written notice of the investigation, the allegations being considered, the possibility of disciplinary action and the right to union representation. The Faculty Member shall be provided an opportunity to meet with the appropriate administrator to respond to the allegations and may be represented by a designated UAFT representative. Faculty Members subject to investigation may be suspended 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 suspension shall not be considered disciplinary action.

In the investigatory meeting, the Faculty Member shall be permitted to respond to questions and to provide information or evidence relevant to the allegations under investigation. A Faculty 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.

#### **B. Implementation of Disciplinary Action**

Disciplinary action shall proceed according to the process set forth herein.

1. The University shall provide the Faculty Member and the Union written notice of disciplinary action in advance of a meeting with the Faculty

Member and, at the discretion of the Faculty Member, a designated UAFT representative. The notice shall include the findings of the investigation and notice that the Faculty Member may have the right to challenge the disciplinary action as provided in Article 4. If the Faculty Member does not attend the meeting, the notice shall be mailed to the Faculty Member's last known address, with a copy to UAFT.

2. Disciplinary action up to termination may take effect immediately upon notice to the Faculty Member. Termination may take effect five days after notice to the Faculty Member and UAFT, during which time the Faculty Member may be suspended without pay, at the discretion of the University.

### **3.8 Intellectual Property**

The parties agree to abide by University Policy regarding Intellectual Property in effect as of July 27, 2006.

## **ARTICLE 4**

### ***Grievance Procedure***

It is the objective of the parties to encourage the prompt and informal resolution of disputes of Faculty Members, the Union, and the University as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

#### **A. Definition of Grievance**

A grievance is any dispute or controversy between the University and the Union or between the University and any Faculty Member with respect to matters arising out of the application or interpretation of this Agreement. No other matters are subject to the grievance procedure. This grievance procedure shall be the exclusive remedy for grievances.

#### **B. Grievance Procedure**

1. Any Faculty Member who believes that the Faculty Member has a basis for a grievance will first informally discuss the grievance with the Faculty Member's immediate supervisor. If after the discussion the Faculty Member still believes a grievance exists, the Member may invoke the formal procedure.

In the event the Union files a notice of grievance, it shall be processed directly at Step 2. In the event the Union files a grievance on behalf of Faculty Members at more than one MAU, it shall be processed directly at Step 3. A grievance filed by the Union shall be heard on the University of Alaska Anchorage campus, unless agreed to otherwise by the Union and the University.

All nonretentions and terminations shall be processed initially at Step 2.

2. To be valid, a notice of grievance must be filed in writing at the office of the Campus Chief Executive, at the proper step, within thirty (30) calendar days from the time the aggrieved became aware or reasonably should have become aware of the event which gave rise to the alleged grievance. Time periods may be extended by mutual agreement of the parties.
3. The number of days indicated at each step is the maximum and every effort should be made to expedite the process; however, the time limits may be extended by mutual written consent of the parties to the grievance. The University's failure to answer a dispute within the allotted time at any step shall be considered an advancement of the grievance to the next step.
4. At any step of the procedure, either party may have a representative present. This is in addition to the Union representative mentioned in the various steps.

At any step of the procedure, either party shall have the right to bring in witnesses to participate in the hearings. At Steps 2 and 3, the aggrieved and the aggrieved's witnesses shall be released from duties on appearance days; however, it is understood that hearings at Steps 2 and 3 may be on Saturday.

5. At the initial step at which a grievance is filed, the grievance shall state with specificity in writing:
  - a. The grievant's name;
  - b. The claimed facts giving rise to the grievance;
  - c. The provisions of the Agreement allegedly violated giving rise to the grievance;
  - d. The grievant's contention regarding the proper interpretation and application of the Agreement; and
  - e. The grievant's contention regarding what relief should be afforded.
6. The grievant shall sign the notice.
7. The notice of grievance may be fairly amended at any time, provided that such amendment does not result in unfairness or surprise and is within the general subjects raised in the notice as originally filed.

### **C. Formal Grievance Procedure**

Step 1: Notice of a grievance shall be presented, in writing in triplicate, to the office of the Campus Executive. One copy shall be receipted and returned to the aggrieved and one copy shall be provided at the same time by that office to the Union representative of the Union office.

A meeting shall be held on the campus where the grievance arose within five (5) working days of the receipt of the notice of a grievance. At the meeting, the appropriate Campus President, Director, Dean or Vice Chancellor shall hear the aggrieved's evidence. Following the meeting, a written answer shall be presented to the aggrieved with a copy to the Union within ten (10) working days of the receipt of the notice of grievance. The aggrieved or the Union shall have five (5) working days to appeal to Step 2 by filing a notice of appeal.

Step 2: Notice of a grievance taken or appealed to Step 2 shall be given in quadruplicate to the office of the Campus Executive. That office shall provide the aggrieved, the Union and the appropriate Chancellor with a receipted copy of the appeal notice.

The grievance shall be discussed at a meeting to be held within ten (10) working days of the filing of the appeal and include the appropriate

Chancellor, the aggrieved and the Union. Notice of the meeting shall be given by placing a copy of the notice in the aggrieved's campus mailbox and providing a copy to the Union representative of the Union office. Following the meeting, the Chancellor shall provide a written response to the grievance within five (5) working days. A copy of the answer shall be given to the aggrieved and the Union. The aggrieved or the Union shall have ten (10) working days to appeal the decision to Step 3.

Step 3: Notice of a grievance taken or appealed to Step 3 shall be given in triplicate to the office of the President of the University. That office shall provide the aggrieved and the Union with a receipted copy of the appeal notice.

Grievances at the Step 3 level will be resolved by arbitration under AS 09.43.010 - 180 and as provided by the Agreement. Where the Union and the University mutually agree, Steps 1 and 2 may be waived and the grievance filed initially at Step 3.

Arbitration under Step 3 shall be conducted as follows:

The President of the University, or designee, shall have the opportunity to review any grievance filed at or appealed to Step 3. The President, or designee, shall have ten (10) days to review the evidence and render a decision, or may request a hearing with dates, time limits, and other details to be agreed upon between the parties. In no case shall this Presidential review result in more than a ten (10) day delay in moving to the process described below, without the written consent of the parties. The President may, at any time, move to the process below.

1. There shall be a panel of ten (10) arbitrators which are found in Appendix A. This panel will be composed from a list of twenty-five (25) arbitrators provided by the USFMCS. The parties shall alternately strike from the panel of twenty-five (25) until ten (10) arbitrators remain. If during the term of the Agreement, the panel attrits to seven (7) arbitrators, the vacant positions shall be filled using the same method as was used to compose the original panel.
2. Within ten (10) working days after the receipt of notification of an appeal to arbitration, representative(s) of the University and the grievant shall meet and select an arbitrator by alternately striking from the panel of arbitrators until one (1) name remains. The first strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the grievance.
3. The parties to the arbitration may not assert any ground or present any evidence not substantially similar to that presented at Step 2 of the grievance procedure.
4. The arbitrator shall limit the decision strictly to application and interpretation of the provisions of this Agreement and shall be without proper authority to

make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

5. The decision of the arbitrator shall be final and the parties shall abide by it. The decision of the arbitrator shall be enforceable and/or appealable as provided by law.
6. Each party shall bear the cost of preparing and presenting its own case. The fees and expenses of the arbitrator shall be allocated by the arbitrator as follows:
  - a. Assign the arbitrator's fees and expenses to the losing party.
  - b. If the arbitrator determines that neither party is the losing party, then the arbitrator shall assign the arbitrator's fees and expenses proportionally to the parties as judged to be equitable.

## ARTICLE 5

### *Professional Obligations and Assignment*

#### **5.1 Professional Assignment**

- A. Workload: The professional assignment of Faculty Members shall be consistent with the procedures and practices in place on the campus of their principal assignment as of the date of this agreement. The assignment of an upper division course or courses is permitted, provided that the Faculty Member and appropriate University administrator agree to the assignment and such agreement is reduced to writing (Appendix B).

The composition of professional duties and responsibilities of Faculty Members will be determined by the appropriate University administrator after collaboration with the Faculty Member and department/division/program leadership.

Faculty workloads may be comprised of teaching, service, and scholarly activity. In determining a Faculty Member's workload, consideration shall include, but is not limited to, the following factors: historical workloads; the missions and goals of academic units; criteria developed for the evaluation of faculty; the level, duration, and mode of delivery of a workload activity; the requirements of externally funded contracts and grants; and whether an activity requires extended contact hours.

- B. Bipartite Assignment: Bipartite Faculty Members normally have a five-part workload which consists of four parts teaching and one part service. They may be assigned up to twelve (12) credit hours of teaching or equivalent teaching-related activity in any semester. Service assignments may include teaching-related activity. Promotion and tenure decisions will be consistent with workload. Faculty Members may not be assigned more than twelve (12) credit hours of teaching in any semester as part of a normal workload.
- C. Tripartite Assignment: Tripartite Faculty Members have three-part teaching workloads and shall normally have one part of the five-part workload assigned as research, and shall otherwise be assigned in a manner consistent with provisions in this article. Tripartite appointments and research opportunities may be assigned for a single or multiple year duration, consistent with funding sources, research objectives, and department missions and goals. Faculty Members on a tripartite appointment shall remain on the assigned single or multiple year appointment unless change is mutually agreeable to the Faculty Member and the appropriate University administrator. However, Faculty Member agreement is not required in the event that funding sources expire.
- D. Teaching Preparation: Faculty Members shall not normally be assigned more than three (3) preparations. Consistent with past practice, at extended sites faculty shall not normally be assigned more than four (4) preparations.

- E. Flexible Workload Assignments. Flexible workloads provide the opportunity to increase workload responsibilities in one semester in order to reduce the responsibilities in the other semester of the same academic year.
1. Notwithstanding paragraph 5.1.B, a Faculty Member may, at his or her discretion, agree to a workload that includes one additional part of up to 16 credit hours of teaching or teaching related activity in one semester of an Academic Year without overload compensation, so long as the Faculty Member's teaching credit hours are or were reduced commensurately in the other semester of the same Academic Year.
  2. If a planned reduction fails to occur, the Faculty Member shall be paid overload compensation for the excess teaching credit hours.
  3. A Faculty Member may not be assigned to teach more than 12 credits in any semester on the basis of the cancellation of a class or classes for any reason in a previous semester of that Academic Year. Note that a faculty member may agree to teach more than 12 credits per paragraph 5.1.E.1 above, but at all times the Faculty Member retains the right to accept or refuse the flexible workload assignment.
  4. Notwithstanding paragraph 5.1.D, a Faculty Member may perform the number of preparations required to fulfill her/his teaching assignment provided that the teaching workload is assigned and compensated in accordance with this provision.
  5. Approval of a flexible workload assignment is at the discretion of the appropriate University administrator.
  6. Faculty Members may refer to this provision in any tenure, promotion, evaluation review, or similar matter to verify or explain their flexible workload assignments.
  7. Assignment of a flexible workload in any academic year does not establish a historical claim to continuation of a flexible workload in subsequent academic years.
- F. Overload Appointments: Overloads are additional and separate work assignments during the base academic year appointment. Faculty who accept overload assignments will continue to be held fully accountable for base academic year responsibilities. Overloads may be granted as follows:
1. Instructional Overload Assignments: Consist of additional instructional assignments in programs external to the base academic year appointment. Such instruction will constitute an assignment above that of a full-time academic year assignment and there will be no opportunity in subsequent

semesters for an adjustment in the Faculty Member's academic year appointment.

2. Other Overload Assignments: Consist of non-instructional activities or services required for short periods of time within an academic year. The additional workload is granted when no feasible alternative means can be found for absorbing the work into a regular full-time assignment.
3. Overload Compensation: Faculty Members shall be compensated at a minimum rate of \$1200 per credit hour for overload assignments, but not less than the current practice in place at each MAU as of the date of this agreement.

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

1. Summer Session Instructional Assignments: Summer session instructional programs are intended to be provided on a self-support basis. Salary provided to regular faculty with an academic year appointment for summer session instruction may range from \$1200 per credit hour, to a maximum rate set proportional to a Faculty Member's base academic year salary, but not less than the current practice in place at each MAU as of the date of this agreement, depending on the needs of the summer session 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.
2. If a summer class has low enrollment, the University may, at its discretion, proceed with or cancel the class. If a Faculty Member is notified that a summer class is being cancelled as a result of low enrollment, the Faculty Member may, at her/his discretion, agree to teach the class for reduced compensation, provided the compensation is at least \$80 per student per credit. If there is an offer by the University to the Faculty Member to teach a low enrollment class for reduced compensation, the Faculty Member shall have up to two (2) business days to decide whether to accept the offer.
3. Other Summer Assignments (Contract Extensions): Faculty Members holding an academic year appointment and employed in the summer for other than instructional purposes may receive up to one-ninth ( $1/9$ ) of the academic base salary for each month of full-time service outside the academic year. In some cases, if the granting agency approves and the Faculty Member takes no time off, an equivalent to three (3) months of the base academic year salary may be paid. In no case will payments exceed one-third ( $1/3$ ) of the base academic year salary.

## **5.2 Professional Improvement**

A Faculty Member is encouraged and may attend professional conferences, meetings, seminars, or workshops during the academic year, upon prior approval of the Faculty Member's Dean or Campus Director, or designee. Expenses incurred by a Faculty Member and documented by a receipt for such conferences, meetings, seminars, or workshops may be reimbursed in part or entirely by the University at the discretion of the Faculty Member's Dean or Campus Director, or designee. Such reimbursement shall be agreed upon at the time of the approval. A Faculty Member who attends professional conferences, meetings, seminars, or workshops without gaining prior approval may request reimbursement, which may be granted at the sole discretion of the University.

## **5.3 Evaluation**

Evaluation processes, such as those for promotion and tenure review, for individual Faculty Members shall be the same as policy in effect on June 27, 2006, and all changes as agreed to by the parties:

- A. For the purpose of this agreement, and any statement in University policy which may conflict notwithstanding, the policy covering evaluation of individual Faculty Members shall not be changed for Faculty Members during the course of this Agreement.
- B. The University and the Union agree that evaluation policies in which decisions are made within MAUs are desirable. New policies which reflect this goal will be generated through the normal governance structure and will be patterned on the current Regional Review Process. These policies will become effective when approved by the University and the Union. No changes will be made in UAA policy, which shall continue to include department head review.

## **5.4 Post-Tenure Review**

Faculty Members who have been awarded tenure shall, in accordance with the policies of their MAU, as defined in Article 5.3, submit a file for post-tenure review. Disciplinary action taken by the University on the basis of a post tenure review shall be taken in accordance with Article 12.2.

## **5.5 Nonrenewal, Nonretention and Nondisciplinary Termination**

- A. If Faculty Members are nonretained or terminated for nondisciplinary reasons, such action shall be in accordance with the terms of this Agreement and University Policy in effect as of June 27, 2006.
- B. Nonrenewal of Non-tenure Track Faculty Members

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

renewal of appointment. If notice is provided after the dates prescribed below, the University must pay the faculty member for the work days in the notice period in lieu of notice. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a non-tenure track Faculty Member within the University of Alaska.

1. Within the first two (2) years, regardless of contract extensions, the Faculty Member shall be notified no later than the expiration of the appointment.
2. From the third (3rd) through the sixth (6th) years, regardless of contract extensions, the Faculty Member shall be notified not less than 45 days prior to the expiration of the appointment.
3. After seven (7) years, the Faculty Member shall be notified not less than 90 days prior to the expiration of the appointment.

## **5.6 Sabbaticals**

- A. Policy: Sabbatical leaves for professional development may be made available to Faculty Members with academic rank who meet the requirements set forth below. The objective of such leave is to increase the Faculty Member's value to the University and thereby improve and enrich its programs.
- B. Purpose: Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experience of professional value and may include associated travel.
- C. Eligibility: Faculty holding academic rank who will have completed at least five (5) consecutive years of service within the University system shall be eligible for consideration to take sabbatical leave during the sixth (6<sup>th</sup>) or subsequent year of service. Applicants who will have completed at least five (5) consecutive years of service within the University system 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 (6<sup>th</sup>) or subsequent year. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included. A partial year of service which includes at least one (1) semester of full-time faculty service may be included as a full year of service for the purposes of eligibility for sabbatical leave if also counted as time towards mandatory tenure review. The Faculty Member must apply for such inclusion in writing. Periods of leaves of absences, other than vacation 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.
- D. Terms and conditions: Sabbatical leaves may be granted for one (1) academic year or an equivalent period at rates not to exceed six (6) months' salary or for one (1) semester or an equivalent period at rates not to exceed one semester's salary. Faculty may, with the prior approval of the Chancellor, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. In

such cases, the Chancellor may adjust the sabbatical leave salaries to reflect such income, provided that total earnings for the leave period are not less than full salary had the recipient not been on leave. A Faculty Member on a terminal appointment loses any rights to a sabbatical leave.

- E. Applications: Applications for sabbatical leaves shall be submitted to the Chancellor through channels and procedures contained in approved policies and procedures. Each application shall include a statement outlining the program to be followed while on sabbatical leave and indicating any prospective income from outside of the University system.
- F. The recipient is obligated to return to the University for further service of at least one (1) appointment period. Failure of the recipient to fulfill this obligation will 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.
- G. 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 within three (3) months after returning from leave.
- H. Approval: Consistent with provisions set forth in this Agreement, the Chancellor may approve such sabbatical leave as the Chancellor deems appropriate. A record of such leaves shall be reported to the President annually.
- I. Leave credits: Vacation and sick leave credits shall not be accrued or used during sabbatical leave.
- J. Special Sabbatical Leave
  - 1. Any full-time exempt employee who has completed four (4) years of uninterrupted service is eligible to apply during the fifth (5<sup>th</sup>) or later year for Special Sabbatical Leave during the sixth (6<sup>th</sup>) or later year. The recipient shall receive a salary of at least one dollar (\$1) during the period of the leave. In all other respects the Special Sabbatical Leave bears rights and responsibilities identical to the normal sabbatical leave.
  - 2. Applications for special sabbatical leave may be initiated at any time. The application, specifying the qualifications and eligibility for leave, a description and justification of the proposed project including dates of the beginning and the end of the leave, and details of projected funding of the leave, shall be made to the applicant's immediate supervisor. The application shall be forwarded through normal administrative channels with recommendations and justifications being added at each level, up to and including the Chancellor. The Chancellor shall notify the applicant in writing of the action taken.

3. In cases in which the special sabbatical salary exceeds one dollar (\$1), the funding required to produce the additional salary will be secured from sources other than the state appropriation, and will normally be secured through the efforts of the leave recipient. A copy of the leave conditions and notification as provided to the recipient shall be forwarded to the employee's personnel file. No annual leave is earned during a Special Sabbatical Leave.

**ARTICLE 6**  
***Working Conditions***

**6.1 Health and Safety**

- A. 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 cooperate in all safety and accident prevention programs. The University agrees to abide by all relevant required local, state and federal safety and health standards, and no Faculty Member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.
- B. Any Faculty Member who is injured or who is involved in an accident during the course of his/her employment, no matter how slight the injury, shall file an accident report with his/her Dean or Director, or their designee, as soon as possible after the injury or accident and prior to the end of the workday, whenever possible.
- C. The University agrees to assess any unsafe or unhealthy working conditions in a timely manner, and will take remedial action as appropriate. Results of such assessments shall be reported to the Faculty Member(s) who reported the conditions and to the Union.
- D. The University will make available to Faculty Members all information as required by local, state, and federal law dealing with occupational safety and health.
- E. The University shall determine and supply any safety-related equipment necessary to do the work safely and to avoid injury or accidents. Faculty Members agree to use such equipment properly and as directed by the University to prevent injury and accidents.
- F. A Faculty Member shall not be required to operate University equipment which does not conform to local, state or federal safety requirements.

**6.2 Faculty Member Hours**

- A. Faculty Members shall establish, post, and maintain reasonable office hours which will meet the educational and programmatic needs of the students. A copy of the notice posted by each Faculty Member shall be filed with the Faculty Member's Dean or Campus Director, or their designee, no later than the first day of classes each semester.

- B. Faculty Members will not be required to perform assigned classroom activities for a span of more than ten (10) contiguous hours in a day, or which allow less than twelve (12) hours between the end of the last class on one day and beginning of the first class assigned on the next day. Librarians and counselors will not be required to perform assigned duties more than ten (10) contiguous hours in a day, or which allow less than twelve (12) hours between the end of the last assignment on one day and the beginning of the assignment on the next day.

### **6.3 Faculty Offices**

Office space will be assigned by the University in a fair, nondiscriminatory manner.

### **6.4 Assignments Requiring Use of Personal Vehicle or Travel**

- A. Faculty Members shall be eligible for reimbursement of mileage expenses incurred while using a personal vehicle on University business in accordance with applicable provisions of University Regulation.
- B. Faculty Members incurring expenses while traveling on University business shall be reimbursed in accordance with applicable provisions of University Regulation.
- C. Faculty Members required to travel between work stations that are a distance of one-fourth (1/4) mile or more apart shall be provided with at least thirty (30) minutes of travel time and normal teaching aids at the destination work station.

### **6.5 Relocation**

No Faculty Member shall be transferred to a work location at a different campus during the term of appointment without the Faculty Member's consent. If the University transfers a Faculty Member to a different campus, the Member shall be reimbursed for moving expenses in an amount up to one month's salary at the Faculty Member's current rate of pay. The University shall give at least five (5) months advance notice to any Faculty Member whom it intends to transfer.

### **6.6 Outside Activities**

- A. Faculty 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 Faculty Member by the Regional Personnel Office or Statewide Office of Human Resources.
- B. Outside activities means work or activities which are not within the scope of the regular employment duties of the Faculty 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 7

### *Salaries and Benefits*

#### 7.1 Salaries

- A. All Faculty Members shall be paid at least the minimum rate for their rank, as provided below. In the year of promotion in rank, a Faculty 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 Faculty Member's promotion.

	Minimum/Year
Instructor	\$32,000
Assistant	\$36,000
Associate	\$43,500
Professor	\$50,000

- B. The initial rank, type of appointment, and base academic year salary shall be established by the appropriate hiring authority. Rank, appointment, and salary shall be based on the needs of the institution, the Faculty Member's education and experience, and prevailing market conditions as provided in University Policy.
- C. Effective with the first full pay period after this contract is ratified by the membership and approved by the Board of Regents, the University shall distribute a three and one-tenths percent (3.1%) salary increase across-the-board, retroactive to July 1, 2007, to eligible Faculty Members. Effective with the first full pay period after July 1, 2008, the University shall distribute a three and four-tenths percent (3.4%) salary increase across-the-board to eligible Faculty Members. Effective with the first full pay period after July 1, 2009, the University shall distribute a three and five-tenths percent (3.5%) salary increase across-the-board to eligible Faculty Members. If this Agreement is extended beyond June 30, 2010, in accordance with Article 1.1 C, effective with the first full pay period after July 1 of succeeding years of this Agreement the University shall distribute a three and five tenths percent (3.5%) salary increase across-the-board to eligible faculty members. If, however, either party indicates its intent to open this Agreement for negotiation, the salary increases provided above will not continue and there will be no salary increases during the negotiation of a new Agreement.
- D. Workforce Development Stipend: Faculty Members on contract in the Spring of 2008 whose contracts are renewed the following Academic Year will receive an

eight hundred dollar (\$800) stipend in addition to their regular compensation in the first pay period after September 15, 2008. This is a one-time, non-recurring payment.

E. Market/Compression:

The University shall provide 1.5% for salary increases for market and/or compression adjustments during the 2007-2008 Academic Year, 1.5% for salary increases for market and/or compression adjustments during the 2008-2009 Academic Year and 1.5% for salary increases for market and/or compression adjustments during the 2009-2010 Academic Year. Annual market/compression adjustment computations shall be finalized by June 1 of each year.

In Academic Year 2007-2008, the remainder of market/compression funds, if any, shall be distributed, as across-the-board increases to all Faculty Members, retroactive to the first pay period in Academic Year 2007-2008. For Academic Year 2008-2009 and Academic Year 2009-2010, the remainder of market/compression funds, if any, shall be distributed as across-the-board increases to all Faculty Members in the same payroll period in which market/compression distributions are made.

The Academic Year 2007-2008 market/compression distribution will be made in the first full pay period after this contract is ratified by membership and approved by the Board of Regents, retroactive to the Faculty Member's first pay period in Academic Year 2007-2008. The pool amount from which this distribution is made will equal 1.5% of the total base payroll calculated as of September 1, 2007.

The distribution methodology and salary comparator employed in 2007 and 2008 will be the same methodology as that which was employed in 2006. The parties shall meet and confer to review the distribution list.

The parties shall convene a labor-management committee during Spring 2008 to meet and confer regarding proposed alternative market salary statistical analyses to be used as the basis for distribution of the market and/or compression adjustments in Academic Year 2009-2010. However, if the parties have not agreed upon an alternative model and distribution method by March 1, 2009, the adjustments will be made according to the salary comparator and methodology employed in 2008.

The Academic Year 2008-2009 market/compression distribution will be made in the eligible Faculty Member's first pay period in Academic Year 2008-2009 to eligible Faculty Members who are employed as of that date. The Pool Amount from which this distribution is made will equal 1.5% of the total base payroll calculated as of March 2, 2008.

The Academic Year 2009-2010 market/compression distribution will be made in the eligible Faculty Member's first pay period in Academic Year 2009-2010 to eligible Faculty Members who are employed as of that date. The Pool Amount from which this distribution is made will equal 1.5% of the total base payroll calculated as of March 2, 2009.

Individual adjustments will be made according to each eligible Faculty Member's equiproportional share of the pool amount. Eligible Faculty Members may receive a market/compression adjustment of up to \$7,000 in a given year. Faculty Members are eligible for consideration of a market/compression adjustment in each contract year.

If this Agreement is extended beyond June 30, 2010, in accordance with Article 1.1 C, effective with the first full pay period after July 1 of succeeding years of this Agreement the university shall distribute a one and one-half percent (1.5%) salary increase as a market adjustment to eligible faculty members according to that methodology employed for market adjustments in the 2009-2010 academic year. If, however, either party indicates its intent to open this Agreement for negotiation, the salary increases provided above will not continue and there will be no salary increases during the negotiation of a new Agreement.

F. The monetary terms of this Agreement are subject to legislative approval and funding pursuant to AS 23.40.215 and AS 23.40.250 (4) *et. seq.*

G. Merit Bonuses

The University may, in its sole discretion, award nonrecurring bonus payments to Faculty 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 decisions made pursuant to this paragraph, including the selection of recipients of merit bonuses and the amounts of individual merit bonuses shall not be grievable.

The University shall provide written notice of merit bonuses to UAFT within a reasonable time and shall include the name of the Faculty Member, a description of the extraordinary performance for which a merit bonus was awarded and the amount of the increase.

There shall be no merit bonuses during the term of this agreement after June 30, 2010.

Merit Bonus Factors: Recommendations and determinations of merit pay adjustments 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
- creativity in artistic works
- 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

## 7.2 Geographic Differential

The following shall be the geographic differentials applicable to Faculty Members hired or transferred to a different campus after the effective date of this Agreement. Faculty Members whose current geographic differential exceeds the schedule set forth below shall be frozen at the higher geographic differential so long as:

- The Faculty Member remains in their current geographic differential area; or
- Until salary increases to the Faculty Member's base salary results in the Faculty Member receiving a higher salary than the frozen amount.

Aleutian Islands/Adak/Sand Point	27
Anchorage/Girdwood/Chugiak/Eagle River	0
Aniak/McGrath/Galena	30
Barrow/Kotzebue	42
Bethel	38
Bristol Bay/Dillingham	27
Cordova/Glenallen/Copper Center	11
Delta Junction/Tok	16
Fairbanks	0
Ft. Yukon	42
Juneau	0
Kenai/Soldotna/Homer	0
Ketchikan	0
Kodiak	9
Nenana	20
Nome	34
Palmer/Wasilla	0
Seward	0
Sitka/Angoon	0

Skagway/Haines	5
Valdez	11
Yakutat	5

**7.3 Insurance**

A. For Fiscal Year 2008, 2009, and 2010 the University shall contribute \$1023.75 per month per Faculty Member toward the cost of health benefits. Effective July 1, 2008, there shall be no University contribution for employees who choose opt-out of the UA Choice Plan. Notwithstanding the negotiated per employee per month defined contribution amount paid by the University for health care, in the event that total net plan costs increase such that the University’s contribution falls below the following percentages of total net costs in years two and three, then the University shall contribute an additional amount to ensure that the University defined contribution shall equal 85% of net plan costs in Fiscal Year 2009 and 83% of net plan costs in Fiscal Year 2010. There shall be no further increases to the University’s defined contribution during the term of this agreement, or any extensions thereto. Coverage provided to Faculty Members may be altered, following review and consideration of recommendations by the joint health care committee. Costs of the benefits in excess of the University’s contribution shall be borne by covered employees, prorated among all participants in UA Choice.

B. UA Choice

1. The current UA Choice Plan shall be the health plan available to Faculty Members. 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 maintained.
2. The University in good faith annually will establish a 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 include prior year under and over collections related to the UA Choice Plan, consult with its benefits consultant and claims administrator, and meet and confer with the joint health care committee. Option charges will be collected on a fiscal year basis, and are not subject to negotiation.

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

D. UAFT and the University agree to establish a joint health committee with the participation of United Academics and Local 6070 to review health benefits and to investigate, study and design possible solutions to rising health care costs and other

mutual problems. The committee shall meet at least monthly. Topics may include, but are not limited to, 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, wellness programs and other options designed to enhance benefit options while containing costs. 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.

Each union will have two representatives on the committee. The University will have four representatives on the committee. A quorum for meetings shall require no fewer than seven (7) committee members. The University Benefits Director shall be an *ex officio* member of the committee. This committee will, to the extent possible, reach consensus on recommended actions. The committee shall conduct a formal vote on any official recommendations regarding changes in health benefits, with a 75% majority needed to pass any recommendation in the event that consensus cannot be reached. Notes shall be taken of committee sessions and posted on the Statewide HR website and/or other websites. This committee shall be advisory in nature, and will forward its recommendations to the University's Chief Human Resource Officer and each union president. The committee shall be chaired by a University employee selected by the committee. If the chair is not an existing member of the health care committee, then the chair will vote only in the event of a tie.

Normally, the University will accept committee recommendations that are consistent with parameters described above and will proceed accordingly to implement the recommended changes. However, in exceptional circumstances, the Chief Human Resources Officer (CHRO) may determine that the best interests of the University and the health care plan would not be served in accepting the committee's recommendation. When the CHRO Officer does not accept the recommendations, the CHRO shall set forth in writing the reasons for that determination. The decision of the CHRO shall be rendered in writing within 20 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 website.

All expenses shall be the responsibility of each party participating on the committee. The unions will provide staff support for the committee. A Faculty Member's participation on the committee will be recognized as service, consistent with Article 5.

Members of the committee will be trained on health care topics including labor-management committee processes, health benefit reporting and accounting, HIPAA compliance and topics relevant to the role of the committee.

The parties will meet and confer in good faith 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.

- E. The Wellness Program implemented in FY2006 for UA Choice participants will continue to be funded as part of the University's contribution as established by this article. The Wellness Program will include a rebate of \$100 for each covered employee, spouse or financially interdependent partner who completes the annual health risk assessment. Additionally, in each year of this contract, the parties agree that up to \$300,000 will be available for other incentives for covered employees who participate in identified wellness activities and programs. The health care committee will identify the eligible criteria and levels for the distribution of incentives, which shall not exceed \$500 per employee annually.

#### **7.4 Reimbursement Accounts, Tax Sheltered Annuities**

Faculty Members shall be provided reimbursement accounts and tax sheltered annuities on the same basis as provided in the University Plan in place on the date of this Agreement.

#### **7.5 Educational Benefits**

- A. Faculty Members shall have graduate and/or undergraduate course credit hours charges waived up to six (6) credits per semester for a maximum of twelve (12) credits per academic year, beginning with the fall semester and ending with the summer term.
- B. Faculty Members 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 waived up to twelve (12) credits per summer within the twelve (12) credit per year limitation.
- C. Spouses, financially interdependent partners, and dependent children under the age of twenty-four (24) shall have course credit hour charges (tuition) waived.
- D. Faculty Members who qualify as permanently disabled under the applicable state retirement system or have included University coursework as part of an approved leave of absence are entitled to the same educational benefits as regular Faculty Members.

## **ARTICLE 8**

### ***Leave***

#### **8.1 Holidays**

- A. The following holidays are observed by the University:
1. New Year's Day
  2. An additional day before or after January 1, as specified by the President
  3. Martin Luther King, Jr. Day in Celebration of Alaska Civil Rights (third Monday in January)
  4. Day of Spring Recess
  5. Memorial Day
  6. Independence Day
  7. An additional day before or after July 4, as specified by the President
  8. Labor Day
  9. Thanksgiving Day and the day immediately following
  10. Christmas Day
  11. An additional day before or after December 25, as specified each year by the President
- B. Holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.
- C. Religious holidays may be observed by Faculty Members as leave without pay. Advance approval must be obtained from the Faculty Member's supervisor.

#### **8.2 Time Off**

Faculty Members with less than twelve-month contracts will receive fifteen (15) days off to be used when classes are not in session and which must be taken during the contract period. Time off will not accrue from one contract period to the next if not used, and no payment is made for time off not used when a Faculty Member terminates employment.

#### **8.3 Annual Leave**

- A. Regular full-time and part-time Faculty Members with a twelve-month contract shall accrue annual leave as specified below:

1. Full-time Faculty Members shall accrue annual leave on a pay period basis except for those pay periods in which active work status begins for a new Faculty Member; annual leave will then accrue on hours worked.
  2. Part-time Faculty Members shall accrue annual leave on a pay period basis prorated according to proportion of full-time except for those pay periods in which active work status begins for a new faculty member; annual leave will then accrue on hours worked.
  3. Rates of accrual are based on length of employment in a position which is eligible for annual leave.
  4. Annual leave may not be used in advance of accrual.
  5. Rates of accrual for full-time regular employees are:
    - a. 5.54 hours per pay period during the first five (5) years
    - b. 6.46 hours per pay period during six to ten (6-10) years
    - c. 7.38 hours per pay period over ten (10) years.
- B. Use of annual leave must be mutually agreed to and approved by the Dean or Campus Director, or designee. If a request for annual leave is denied by the Dean or Campus Director, or designee, the reason(s) for denial shall be provided to the employee in writing.
- C. Annual leave accrued, but not used, shall accrue to a maximum of not more than two hundred and forty (240) hours (30 days) prior to the first full pay period of any calendar year. Unused leave in excess of the maximum at the close of business in the pay period which includes January 31 shall be forfeited.
- D. The salary equivalent of unused annual leave up to a maximum of two hundred and forty (240) hours may be paid upon retirement or termination of an employee from the University. In the event of death, all accrued annual leave shall be paid to the employee's estate.
- E. Anyone transferring from a position that provides annual leave to one which does not shall have his/her accumulated balance, up to a maximum of two hundred and forty (240) hours, paid off at the effective date of the termination of former status. The annual leave accrual rate is determined by the date of new hire into a position which provides annual leave, and does not include years of University employment when a Faculty Member was in a status which did not permit the accrual of annual leave.
- F. Annual leave does not accrue during sabbatical leave; special sabbatical leave; pay periods consisting solely of leave without pay; special assignments; temporary overload or additional assignment contracts; periods of suspension or other disciplinary action as approved by the regional personnel office; or terminal leave which must be approved by the Dean or Campus Director, or designee, and is

defined as leave taken during pay periods immediately prior to an identified termination date.

- G. Annual leave payments will not be continued after the date of termination or retirement. Faculty Members, excluding those on terminal leave, will receive full pay period leave accrual in the pay period encompassing the date of termination.
- H. Faculty Members on academic-year appointments do not accrue annual leave.

#### **8.4 Sick Leave**

- A. Sick leave may be taken for reasons of medical treatment or condition of the Faculty Member, emergency care for immediate family members of the Faculty Member for attendance at a funeral, for childbirth by the Faculty Member or Faculty Member's spouse, adoption of a child, or placement of a foster child with the Faculty Member.
- B. Full-time Faculty Members earn 4.62 hours sick leave per pay period. Full-time Faculty members shall accrue sick leave on a pay period basis except for those pay periods in which work status begins for a new Faculty Member; sick leave will then accrue on hours worked. Part-time Faculty Members shall accrue sick leave on a pay period basis, prorated according to the proportion of full-time employment. Faculty Members, excluding those on terminal leave, will receive full pay period leave accrual in the pay period encompassing the date of termination.
- C. After layoffs resulting from reduction in force, sick leave accumulations are lost except that accumulations are reinstated following re-employment for Faculty Members who are rehired in a regular/term-funded position within thirty-six (36) months (3 years). At retirement, any unused sick leave hours may count toward retirement, consistent with TRS guidelines.
- D. Sick leave does not accrue during sabbatical leave, special sabbatical leave; pay periods consisting solely of leave without pay, terminal leave (leave taken during pay period(s) immediately prior to an identified termination date), special assignments, or other temporary overload or additional assignment contracts. Sick leave will accrue at appropriate full pay period rates when a continuing Faculty Member returns to a new fiscal year contract. Full pay period rates are also accrued when both worked hours and leave without pay hours are accrued in a single pay period unless the leave without pay is a result of suspension or other disciplinary action as approved by the regional personnel office.
- E. Conditions of use of sick leave are as follows:
  - 1. Pursuant to the Family Medical Leave Act of 1993 and the Alaska Maternity and Family Leave Act of 1992, all eligible Faculty Members are entitled to a minimum of 18 weeks of sick leave (paid or unpaid) during a calendar year. If a Faculty Member requests a second leave or continuation of their original request pursuant to the Family Medical Leave Act of 1993 and the Alaska

Maternity and Family Leave Act of 1992, the Faculty member must have worked at least 1,250 hours (excluding leave and holiday hours) in the prior calendar year.

2. The use of sick leave requires the approval of the Faculty Member's immediate supervisor. The supervisor may request evidence of the illness at his/her discretion. Sick leave may not be used in advance of accrual. The qualifying event period in excess of a Faculty Member's accrued sick leave will be charged to sick leave without pay, pursuant to Article 8.6 (B). Sick leave will not be used during a holiday or a regular day off. A Faculty Member may use sick leave during the three (3) day calendar year end holiday closure upon submission of written evidence of illness or a professional appointment or treatment recommended by a recognized health care professional covered by the University of Alaska health care program.
3. Sick leave benefits will not be paid during any period for which workers' compensation benefits are paid. Eligible Faculty Members will receive workers' compensation benefits and will continue to receive other regular University employer-paid benefits, but will not accrue annual or sick leave.

F. Sick leave may be used by the Faculty Member for:

1. An illness, disability, injury, or other medical condition of the Faculty Member including the first three (3) days off work due to a work related injury or illness.
2. An illness which continues for more than three (3) days when the Faculty Member is on annual leave.
3. A professional appointment or treatment recommended by a recognized health care professional covered by the University of Alaska health care program.
4. Avoidance of passing on a contagious disease.

G. Sick leave may be used when a qualifying event of a member of the Faculty Member's immediate family requires attendance of the Faculty Member. The following restrictions apply to such use:

1. The immediate family consists of: spouse, child, stepchild, foster child, parent, grandparent, or sibling, or the spouse's parent, grandparent, or sibling.
2. The supervisor may request evidence of the family member's qualifying event at his/her discretion.

H. 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 Faculty Member's department head and/or supervisor.
  2. Sick leave of up to five (5) consecutive work days may be used to arrange or attend the funeral of a member of a Faculty Member's immediate family. A written request for periods exceeding five (5) consecutive work days must be provided and approved by the department head and/or supervisor.
  3. Up to one (1) 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 employee, the department head determines the number of Faculty Members who may attend. Sick leave is permitted, and the attendance must be reported as sick leave.
- I. Sick leave may be taken as terminal leave only upon approval of the dean, director or designee. Terminal leave is defined as leave taken during pay periods immediately prior to an identified termination date.
- J. Sick leave is paid at the Faculty Member's regular rate of pay effective for the time period for which leave is taken. Full payment for accumulated unused sick leave is made to the Faculty Member's estate in the event of the death of a Faculty Member while employed by the University.
- K. Paid sick leave is discontinued immediately:
1. Upon a Faculty Member's return to work status; or
  2. Upon determination by the Faculty Member's supervisor or department head with professional medical advice that the Faculty Member is able to return to work; or
  3. Upon refusal or failure by the Faculty Member to submit clear evidence of a qualifying event on request; or
  4. When the Faculty Member is eligible and qualified for disability retirement under the applicable State Retirement System, Social Security; or
  5. Upon exhaustion of sick leave.
- L. Sick leave requests which are not covered in this Article, or requests for special consideration, are to be submitted through administrative channels to the regional personnel office. The personnel office, after evaluation, will forward its recommendations to the appropriate Chancellor, or designee for final determination. Copies of requests, recommendations and final determinations will be provided to the Statewide Office of Human Resources.

- M. To qualify for sick leave benefits, the Faculty Member is required to make proper notification as follows:
1. The Faculty Member who is absent because of illness must notify or if unable, have another notify their supervisor or department head within the first hour of the normally scheduled work day. The supervisor or department head may exercise discretion to accept other evidence in lieu of either or both of these requirements. If requested, Faculty Members are to provide to their supervisor or department head statements or certificates from the Faculty Member's health care provider as proof of need for sick leave. Failure to notify will result in denial of sick leave unless the immediate supervisor or department head decides the circumstances justify a waiver.
  2. Unless it is known the Faculty Member's absence is expected, the Faculty Member must continue to notify the supervisor or department head each normal work day of an absence for the qualifying event.
  3. During periods of sick leave in excess of two (2) biweekly pay periods (4 weeks), the Faculty Member will provide to his/her supervisor or department head statements at predetermined regular intervals from the Faculty Member's or immediate family member's health care provider stating the condition of the Faculty Member's availability for return to work.
  4. During a qualifying event of any duration, regardless of how long or short, the Faculty Member should provide the supervisor or department head with as much advance notice as possible of the anticipated beginning and ending dates of the absence.
- N. It is the policy of the University to recognize substance abuse as a treatable disease. Therefore, any Faculty Member or immediate family member suffering from alcoholism or another form of substance abuse, will receive the same consideration that is extended to Faculty Members having other qualifying events.

### **8.5 Disability Leave Bank**

- A. The Union and the University agree that the existing Disability Leave Bank shall continue.
- B. Faculty Members shall be eligible to withdraw from the Disability Leave Bank from the beginning of their employment with the University of Alaska, consistent with this provision.
- C. Each Faculty Member shall contribute two (2) days of that Faculty Member's accumulated sick leave in the first month of his/her second year of employment. After the initial contribution, participating Faculty Members shall annually contribute one (1) accumulated sick leave day to the Disability Leave Bank. The University shall deduct annual sick leave contributions no later than October 31 of

each year. Thereafter, Faculty Members having more than four (4) days accumulated sick leave shall contribute two (2) days each time the bank is depleted.

- D. A Faculty Member may withdraw disability leave days from the Disability Leave Bank immediately upon depletion of that Faculty Member's personal accumulation of sick leave. The Disability Leave Bank and Leave Share Program shall be the exclusive sources of additional sick leave for Faculty Members after depletion of their personal accumulation of sick leave.
- E. A Faculty Member may withdraw a maximum of ninety (90) days for any one (1) disability or complications therefrom.
- F. A Faculty Member withdrawing disability leave days from the bank shall not have to replace those days, except as a regular contributing member of the bank.
- G. A two-member Disability Leave Bank Administration Committee is established to administer the Disability Leave Bank and develop recommended policies for the administration of the Disability Leave Bank and submit those recommendations to the President of the University annually. This committee shall include one (1) representative from the University and one (1) representative from the UAFT. The committee may, upon agreement, permit a Faculty Member to withdraw more than ninety (90) days in special circumstances, as an exception to Article 8.5.E. The Disability Leave Bank is administered by the University.

## **8.6 Other Leave**

### **A. Leave Share**

The University will 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 the Union and will meet and confer on these changes upon written request from the Union. The University retains the sole and exclusive right to change, modify, or terminate this program at any time.

### **B. Sick Leave Without Pay**

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

### C. Parental Leave

Parental leave is available to Faculty Members and will be granted in the following order: sick leave with pay; and sick leave without pay.

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

Parental leave will be granted in one of the above named categories of leave for the personal care by the Faculty Member of his/her newborn infant child, and, in cases of adoption or foster care placement, for the purpose of permitting personal care by the Faculty Member of his/her newly adopted or foster minor child for a maximum of 24 weeks (extension from 18 to 24 weeks shall be at the supervisor's discretion) during a calendar year as allowable by Regulation. The Faculty Member will receive basic health plan, basic life, and long term disability (LTD) insurance coverage without charge for the 18 weeks per calendar year or as allowable by the Regulations. Other supplemental insurance elections must be paid by the Faculty Member.

### D. Jury Duty

1. In order that Faculty Members may fulfill their civic responsibility as jurors or witnesses, Faculty 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: Department heads are authorized to grant such leave with pay upon the presentation of a subpoena by the Faculty Member. A record of absences for these purposes will be maintained and reported as jury duty leave with pay.
4. It is the responsibility of the Faculty Member to keep her/his supervisor or department head informed of the anticipated time to be spent away from the job for this purpose.
5. The Faculty Member's regular University pay will continue to be paid during such leaves of absence.
6. Any pay received by a Faculty Member from a court system for service on jury duty or as court witness duty will promptly be returned by the Faculty Member to the University to offset part of the cost of such absences.

E. Military Leave

1. A Faculty Member who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay to a maximum of sixteen and one-half (16-1/2) working days in one calendar year during which the Faculty Member is required to serve in order to keep current his or her status with the National Guard or Reserve Forces.
2. For other than training periods discussed above, Faculty 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 provided for by state or federal law.

F. Leave of Absence (nonmedical)

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

## G. Special Assignments

Special assignments will not be considered breaks in service nor affect the privileges and the status of that person with the University, unless specified otherwise in Regulation. 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 staff member concerned and by the appropriate Chancellor, or, in appropriate cases, the President.

## **ARTICLE 9**

### ***Union Rights***

#### **9.1 Recognition of the Union**

- A. The University of Alaska recognizes the University of Alaska Federation of Teachers, Local 2404, AFL-CIO, as the exclusive bargaining representative for the following employees of the University of Alaska: faculty, librarians and counselors of a community college established by the University of Alaska Board of Regents; faculty, academic counselors and librarians whose principal assignment is at an extended site of the University of Alaska; faculty whose principal assignment is vocational-technical instruction; and faculty who are employed to teach exclusively at the lower division level, that is 200 level courses or below, or are employed to teach exclusively at the lower division level with a single part service assignment; but excluding department heads/chairs, supervisors, cooperative extension personnel, temporary personnel, aides, assistants, office clericals, those administrators who are not elected by the faculty and other persons not employed as instructional personnel or counselors as described above for more than fifty (50) percent of a full-time workload assignment or of the full-time workload assignment for the counselors and librarians described above.
- B. The professional assignment criteria set forth in 9.1.A. above determine unit membership.
- C. An individual shall be a Faculty Member at the time of appointment to a position meeting the professional assignment criteria set forth in 9.1.A above, except for: persons appointed to positions which by the term of the appointment is intended to be for less than one (1) academic year in duration; visiting faculty; and adjunct faculty. Visiting faculty meeting the professional assignment criteria set forth in 9.1.A above shall be a member of the bargaining unit only if appointed to the visiting position for more than one (1) academic year. For the purposes of this Agreement, “adjunct faculty” are employees who meet the definition of “adjunct” as it has been consistently used by the parties in the past.
- D. Should additional community colleges or extended sites of the University of Alaska be established, Faculty Members employed by the University meeting the criteria established in 9.1.A shall be covered by terms and conditions of this Agreement.

#### **9.2 Agency Shop**

- A. Except as provided herein, all Faculty Members shall, as a condition of employment or continued employment, pay to the Union a service fee which shall not exceed the Union dues, to reimburse the Union for the expense of representing the Faculty Members.

- B. Except as provided herein, all Faculty Members shall, as a condition of employment or of continued employment, provide the University with a written authorization to deduct from each paycheck the Union service fee.

### **9.3 Checkoff**

- A. The University agrees to deduct the service fee of the Union from the pay of those Faculty Members who authorize in writing that such deductions be made. Deductions shall be made in equal installments for the academic year, including those Faculty Members on ten (10), eleven (11) or twelve (12) month contracts. The aggregate deductions from all Faculty Members for each payroll period shall be remitted to the Union together with an itemized statement containing the names of the Faculty Members from whom the deduction has been made and the amount so deducted from each. The aforesaid remittance shall be made within fifteen (15) working days following the pay period in which such deductions have been made. Each Faculty Member's written authorization shall be irrevocable for the term of this Agreement or any extension thereof.
- B. The University shall remit the service fee (or dues) collected to the Union Treasurer at the address provided by the Union. The University's responsibility shall extend solely to collection and remittance and shall cease when the University's correct remittance check is cashed.
- C. The Union shall provide a Deduction Authorization Form to the University which shall be used by the University for all Faculty Members, Appendix C.

### **9.4 Union Campus Representative**

- A. If the Union representative becomes subject to disciplinary action of any nature, the appropriate senior Union representative will be so notified and will together with the appropriate University administrator jointly investigate and report on the situation to the President of the Union and the President of the University within five (5) working days. Only following this investigation can the disciplinary process proceed.
- B. Official business between the Union and the University at each campus will be conducted through one designated Union representative.
- C. The Union shall provide the University with a list of duly certified officers, Union representatives, and senior representatives, including names, official addresses, and phone numbers, and maintain that list's currency.
- D. Substitutes will be provided for a Union campus representative from each campus to attend a regularly scheduled Union meeting on the first Friday of each month if the meeting conflicts with the representative's classroom duties or other duties for non-classroom members.

- E. Union campus representatives shall have their work assignment reduced according to the following schedule:
1. The campus representatives who teach on those campuses where there are nine (9) or fewer Faculty Members shall have this activity fulfill a portion of their non-teaching assignment.
  2. The campus representatives who teach on those campuses where there are ten (10) or more Faculty Members shall have this activity fulfill their non-teaching assignment.
  3. Non-teaching Faculty Members shall have their workload reduced commensurately.

### **9.5 Union Use of University Facilities**

- A. The Union may use the University's meeting facilities on the same basis as other organizations are permitted to use University facilities.
- B. The Union shall be permitted to use the University mail service for the purposes of intra-campus distribution on the same basis as other organizations are permitted to use University facilities.
- C. The University shall designate reasonable bulletin board space for the posting of official Union notices at each campus at which a Faculty Member is employed.
- D. University support services shall be provided the Union on the same basis as any other campus organization.

### **9.6 Union Office Space**

The University will provide an unfurnished office in the Professional Studies Building (PSB), Room 214 or equivalent, with heat, lights, power, and two (2) telephone stations upon payment of \$5000 by the Union to the University no later than September 1 of each academic year.

### **9.7 Union Release Time**

- A. The Union shall, in each semester of the regular academic year, have the right to buy out the classes or, proportionally, the work of other Faculty Members who serve as officers, or on Labor-Management committees or other work of the Union.
- B. The Union may, in each semester of the regular academic year, buy out thirty six (36) credits, or equivalent, at their sole option. It is understood by the parties that the Union may distribute these releases in any combination, including the buy out of all classes for one or more Faculty Members.

- C. The Union shall pay the University for the released time. In Academic Year 2007-2008, such cost for release time shall be one thousand four hundred dollars (\$1,400) per credit hour. In Academic Year 2008-2009, and 2009-2010, the cost for substitutes shall increase by a percentage equivalent to Faculty Members' across the board salary increase in each of those years, per Article 7. 1.C and 7.1.E.
  
- D. The past practice between the parties involving the mandatory release of Union officials is hereby extinguished. As of the date of this Agreement, the University has no further responsibility to provide unreimbursed release time, and the Union has no residual claim to unreimbursed release time.

## **ARTICLE 10**

### ***No Strike or Lockout***

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

## **ARTICLE 11**

### ***Availability of the Parties***

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

It is agreed that a meeting may be requested by either party to this Agreement, at any time, and that within ten (10) working days a schedule for a meeting will be arranged. It is agreed that such meetings will be held no more than thirty (30) days after the request is received, and, in that interest, that they may, when appropriate, be held by teleconference or other technological device.

## ARTICLE 12

### *Scope and Interpretation*

#### **12.1 Past Practices**

- A. This Agreement shall supersede any rules, regulations, or practices of the University which shall be contrary to 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 the Union, and shall constitute the entire Agreement between the parties. 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 ratified by both parties. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual contracts of Faculty Members.
- B. 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 the Union.

#### **12.2 Management Rights**

The parties agree that all of the rights and responsibilities of the University which have not been specifically provided for in this Agreement are retained in the University alone. The University's responsibility to determine the structure and goals, purposes, functions, and policies of the University shall extend but not be limited to the following:

- A. Except as provided elsewhere to the contrary: to classify and reclassify personnel; to direct employees; to determine qualifications, standards for work, and to hire, transfer, shift, allocate and assign work within the Faculty Members; to retain employees in positions; to evaluate and to reprimand, reprove, suspend, demote, or discharge for just cause; to relieve an employee from duty because of lack of work or other legitimate reasons such as illness; to take action necessary to maintain the cost effectiveness of University operations; to determine the means, methods, and personnel by which the University's operations and programs are to be conducted; to take such actions as may be necessary to carry out the missions of the University in case of emergencies; and to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith, subject to the right to grieve as provided in this Agreement.
- B. Where a goal, purpose, function, or policy is provided for expressly elsewhere in this Agreement, such provision shall control over the preceding paragraph.

- C. Any other provision of this Agreement notwithstanding, nothing in this Agreement shall in any way limit the right of the University to add, delete, or alter any community college, extended site, campus or other educational facility, and in no way requires that such community college, extended site, campus or other educational facility be maintained at any location specified by this Agreement or existing as of the date of this Agreement.
- D. No Faculty Member may be assigned work against their will which disqualifies them from the bargaining unit.

### **12.3 Zipper Clause**

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, the Union 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.

### **12.4 Savings Clause**

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

## **12.5 Legislative Appropriation**

- A. No legislative appropriation requested by the University, with regard to funding this Agreement, shall be made without prior discussion with the Union pursuant to Article 11. The University shall give adequate notice to the Union of such requests as to provide reasonable response time from the Union. The University shall request full funding of this Agreement.
  
- B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation, by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**COLLECTIVE BARGAINING AGREEMENT**

between the  
UNIVERSITY OF ALASKA

and the

ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS  
AFT LOCAL 2404, AFL-CIO

July 1, 2007 – June 30, 2010

*K. Racina*

UNIVERSITY OF ALASKA:

April 24, 2008

Date:

*Nunc Pro Tunc*  
July 1,  
2007

*J. Powers*

FOR THE ACCFT

24 April 2008

Date:

ACCFT  
July 1, 2007 – June 30, 2010

## **Letters of Agreement**

The University of Alaska and the University of Alaska Federation of Teachers agree that the following memoranda and letters of agreement shall continue for the duration of this contract:

1. Department Heads and Chairs (July 1, 2003);
2. Agency Fee (6-19-98)
3. UAA Faculty Evaluation 98-99 (9-25-98);
4. UAS Faculty Evaluation (12-8-98);

Memorandum of Understanding (MOU)  
Between the  
UNIVERSITY OF ALASKA (University)  
And  
UNITED ACADEMICS-AAUP/AFT  
And  
ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS (ACCFT)

RE: Bargaining Unit Assignment of Department Heads/Chairs

It is agreed and understood by and between the parties that the following terms constitute an agreement with respect to the bargaining unit assignment of department heads/chairs who are regular, full-time employees of the University.

1. Faculty department heads/chairs will be placed in the bargaining unit represented by ACCFT if, but for their status as a department head/chair, the professional assignment meets the unit definition provided in Article 9.1 of the 2003-2006 collective bargaining agreement.
2. Faculty department heads/chairs will be placed in the bargaining unit represented by United Academics if, but for their status as a department head/chair, the professional assignment meets the unit definition provided in Article 3 of the 2001-2003 collective bargaining agreement.


The terms of this agreement will not be construed to resolve whether department heads/chairs are individually or collectively excluded from representation by ACCFT and United Academics.

This agreement is effective upon signing by the parties.


FOR THE UNIVERSITY:

  
DATE May 16, 2004.

FOR ACCFT:

  
DATE effective July 1, 2003

FOR UNITED ACADEMICS:

  
DATE

AGREEMENT  
between the  
UNIVERSITY OF ALASKA (university)  
and the  
ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS,  
AFT LOCAL 2404 (union)

RE: Agency Service Fees

1. The university will promptly provide copies of appointment letters to ACCFT in the course of issuing those letters to all bargaining unit members.
2. The university will advise bargaining unit members of their obligation to pay appropriate service fees as a condition of employment. This notification will be through appointment letters.
3. The university will provide to new bargaining unit members (initial hires or those newly eligible) ACCFT's service fee deduction form. The form will be provided at the time appointment letters are sent.
4. The university will, upon data entry of hiring paperwork by the MAU personnel offices, promptly provide to ACCFT any signed copies of the service fee deduction form, or promptly notify ACCFT of the absence of such a form.
5. The university will provide Bi-weekly membership lists which include "remittance reconciliation" information. This additional information facilitates union reconciliation of differences between the service fee remittance list and the membership list.
6. ACCFT will continue to use its best efforts to identify newly eligible bargaining unit members and to provide that information to the university.
7. ACCFT will provide to the bargaining unit member all information, notices and procedures required by law (e.g. *Hudson, Knight*, 8 AAC 97.305-.320) regarding the collection of service fees.
8. If a bargaining unit member fails to sign the service fee deduction form or make adequate arrangements with the union, to the union's satisfaction, for the payment of this obligation within 20 days of the date the union provides notices required by law, the union will request that the university terminate the employment of the bargaining unit member. Along with the request, the union will provide to the university's Statewide Office of Labor Relations acceptable evidence that the union has provided to the bargaining unit member in a timely manner all information, notices and procedures required by law, as well as a copy of the materials provided.
9. Within five working days of receipt of the union's request, the university will either notify the union of any deficiencies in the information provided to the bargaining unit member, or send notice to the bargaining unit member that failure to make arrangements with the union to pay appropriate service fees, including any arrearage, within 10 working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to the union.
10. Upon expiration of this 10-day period, the union will certify to the university's Statewide Office of Labor 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 the union nor will the union assist the bargaining unit member with respect to such a grievance.

11. In the event the university does not notify (by appointment letter, membership list or other fashion) ACCFI of a new bargaining unit member within 30 days after the later of July 1 or initial hire, upon receipt of a signed deduction form from the bargaining unit member and notice from the union of the amount owed, the university will make a lump sum deduction of any uncollected service fee installments where it is possible to do so from a future payment to the bargaining unit member. The university will not otherwise be required to make adjustments to the standard deduction amount or be held liable for uncollected service fees. However, where a bargaining unit member permanently discontinues employment with the university, or becomes ineligible for the bargaining unit for an indefinite period, and the university has failed to notify the union of the member's bargaining unit eligibility (through appointment letter, membership list or some other fashion) at least 75 days before the discontinuation or ineligibility, the university shall pay to the union a penalty equal to 50% of the bargaining unit member's uncollected service fee that remains due and owing at the conclusion of covered employment.
12. With respect to the individual bargaining unit members named in ACCFI Grievance 98-29, where these bargaining unit members had ~~not~~ file a dues deduction form in FY98, have an uncollected agency service fee balance for FY98, and the faculty member remains in the bargaining unit for FY99, the university will deduct the uncollected balance owing for FY98 from the bargaining unit member's FY99 salary. The amounts to be deducted are reflected in the attached spreadsheet, and are subject to adjustment if additional payments/collections are made. The union will promptly notify the university of any direct payments which are made. Deduction will occur in four installments and the university will remit the amount collected to the union. This action is being taken on a non-precedent setting basis.
13. The union indicates that one of the bargaining unit members named in grievance 98-29, Jean Devenney, will not be returning to university employment in FY99. Upon confirmation that Professor Devenney has permanently discontinued employment with the university, or has become ineligible for the bargaining unit for an indefinite period, and upon confirmation that Professor Devenney had not file a dues deduction form in FY98, the university will pay to the union as a penalty \$241.66 (50% of the amount that could have been collected from the net equity distribution to Professor Devenney for uncollected FY98 service fees). This action is being taken on a non-precedent setting basis.
14. In addition to setting out the future practices of the parties, this Agreement constitutes a final and final settlement and resolution of the issues raised or which could have been raised by the union in grievances 98-01 and 98-29, or by the university with respect to its request for the union's *Hudson* notices for FY96, 97 and 98. It does not imply a violation of the collective bargaining agreement. The parties hereby agree to split any costs or fees charged by the arbitrator for cancellation of this arbitration.

FOR THE UNIVERSITY:

James R. Johnson 6/19/98  
DATE

FOR THE UNION:

[Signature] 6/24/98  
DATE

**MEMORANDUM OF UNDERSTANDING**  
between the  
**UNIVERSITY OF ALASKA**  
and the  
**ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS,**  
**AFT LOCAL 2404**

**Re: Faculty Evaluation Process at UAA**

It is agreed and understood between the parties that the following process shall be followed for the comprehensive evaluation of Faculty Members during the 1998-1999 academic year at UAA and that the process in effect for the 1999-2000 academic year shall be as provided in the Collective Bargaining Agreement or as otherwise mutually agreed by June 30, 1999.

1. **Evaluation Process for Retention, Promotion, Tenure, and Post Tenure Review**

(Note: If a filing date falls on a Saturday, the due date is the Friday before; and if the filing date falls on a Sunday, the due date is the Monday after.)

- September 28<sup>th</sup>: The Faculty Member shall submit the full file for evaluation to the Dean or Director or, if the Faculty Member is on an extended campus, to the Campus Director/President. The file shall contain materials appropriate for the purpose of the review being conducted.
- October 7<sup>th</sup>: The Extended Campus Director/President shall provide a review and recommendation to the Department Chair. The Faculty Member shall have 5 days to respond to the next level.
- October 14<sup>th</sup>: The Department Chair shall provide a review and recommendation to the Dean or Director. The Faculty Member shall have 5 days to respond to the next level.
- October 16<sup>th</sup>: The Dean or Director shall submit the file to a peer review committee.
- October 25<sup>th</sup>: The peer review committee review and recommendation, without individual attribution, shall be provided to the Dean or Director, with a copy to Faculty Member.
- October 31<sup>st</sup>: The Faculty Member shall submit any comments in response to the peer review to the Dean or Director.
- December 5<sup>th</sup>: The Dean or Director shall complete a review and prepare recommendations to the Chief Academic Officer (CAO) with a copy to the Faculty Member.

- December 12<sup>th</sup>: The Faculty Member may submit to the CAO a response to the Dean or Director's recommendation.
- December 17<sup>th</sup>: The CAO shall submit the file to a MAU Peer Review Committee.
- February 7<sup>th</sup>: The MAU Peer Review Committee shall provide its review and recommendation to the CAO, without individual attribution.
- February 14<sup>th</sup>: The Faculty Member may submit to the CAO a response to MAU Peer Review Committee's recommendation.
- March 30<sup>th</sup>: The CAO shall review the file and make a recommendation. The CAO shall provide a completed review and recommendation to the Chancellor, with a copy to the Faculty Member.
- April 5<sup>th</sup>: The Faculty Member may submit to the Chancellor a response to the CAO's recommendation.
- May 1<sup>st</sup>: The Chancellor shall review the file and make a decision regarding the Faculty Member's performance, i.e. whether to grant retention, promotion and/or tenure, or to determine whether the Faculty Member's performance is satisfactory and notify the Faculty Member of the decision.

2. Peer Review Committee Composition

Peer review committees shall be established according to the process in place for the 1997-1998 academic year.

The parties agree that this agreement is non-precedent setting and is not intended to establish a binding practice between the parties beyond the term of this agreement.

FOR THE UNIVERSITY OF ALASKA:

FOR ACCFT:

Jim Johnson 9-25-98  
Signature Date

[Signature] 9/25/98  
Signature Date

\* my signature is contingent upon acceptance by United Academics of the MOU between that Union and the University, which was presented to ACCFT for review earlier today.

[Signature]

Memorandum of Understanding (MOU)  
between the  
UNIVERSITY OF ALASKA (University)  
and the  
ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS,  
AFT LOCAL 2404 (Union)

RE: Modification to Evaluation Process at UAS

It is agreed and understood by and between the parties that the following terms constitute an agreement regarding the composition of the university-wide faculty evaluation committee at University of Alaska Southeast for purposes of evaluating ACCFT faculty.

1. Notwithstanding Article 5.4 of the Collective Bargaining Agreement, the current method for constituting the university-wide faculty evaluation committee at UAS will be changed as follows for ACCFT faculty:
  - a) the names of tripartite members will be removed from the current service list;
  - b) the total number of members on the university-wide committee will be increased from three to five;
  - c) a bipartite member from an extended campus or vocational program will be included on the committee.
2. This change is effective for the 1998-1999 and 1999-2000 academic years only.

The following dates in UAS policies and Procedures relating to faculty evaluation are changed as follows:

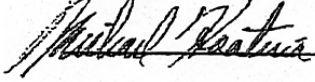
February 5 to February 26 – Deadline for Faculty evaluation Committee to submit recommendation;

February 15 to March 8 – faculty submission of written response;

April 2 to April 23 – Chancellor notifies faculty member of decision.

3. This MOU does not establish a practice or precedent between the parties.

FOR THE UNIVERSITY:

 12-8-98  
DATE

FOR THE UNION:

 12-9-98  
DATE

PANEL OF ARBITRATORS

Pursuant to Article 4 of the agreement, UAFT and the University of Alaska met via audio conference on May 23, 2008, to strike for the following panel of arbitrators:

- Gary Axon
- Katrina Boedecker
- Michael Cavanaugh
- Mark Downing
- Janet Gaunt
- William Greer
- Robert Landau
- William Reeves
- Jean Savage
- Timothy Williams

**AGREEMENT TO ALTERNATE ASSIGNMENT**

The parties to this Agreement have together reviewed the provisions of Article 5.1 and find the following alternate assignment to be within the parameters established there.

Name: \_\_\_\_\_

Regular Assignment: \_\_\_\_\_

Regularly Scheduled Work: \_\_\_\_\_

Alternate Assignment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimation of time to be spent in Alternate Assignment: \_\_\_\_\_

\_\_\_\_\_

Reduction of Regular Assignment: \_\_\_\_\_

\_\_\_\_\_

I recognize the rights accorded by the provisions of Article 5, and choose this Alternative Assignment freely. I have had the opportunity to discuss this Alternate Assignment with a Union Representative.

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
University of Alaska

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

**APPENDIX C**

**UAFT**

**SERVICE FEE DEDUCTION**

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

The Collective Bargaining Agreement between the University of Alaska and the University of Alaska Federation of Teachers (UAFT), Local 2404 AFL-CIO, provides for the payment of a service fee in accordance with Article 9 of the contract.

**Article 9: Union rights**

**9.2 Agency Shop**

- A. Except as provided herein, all Faculty Members shall, as a condition of employment or continued employment, pay to the Union a service fee which shall not exceed the Union dues, to reimburse the Union for the expense of representing the Faculty Members.
- B. Except as provided herein, all Faculty Members shall, as a condition of employment, or of continued employment, provide the University with a written authorization to deduct from each paycheck the Union service fee.

**9.3 Check-Off**

- A. The University agrees to deduct the service fee of the Union from the pay of those Faculty Members who authorize in writing that such deductions be made. Deductions shall be made in equal installments for the academic year, including those Faculty Members on 10, 11, or 12 month contracts. The aggregate deductions from all Faculty Members for each payroll period shall be remitted to the Union together with an itemized statement containing the names of the Faculty Members from whom the deduction has been made and the amount so deducted from each. The aforesaid remittance shall be made within fifteen (15) working days following the pay period in which such deductions have been made. Each Faculty Member's written authorization shall be irrevocable for the term of this Agreement or any extension thereof.
- B. The University shall remit the service fee (or dues) collected to the Union Treasurer at the address provided by the Union. The University's responsibility shall extend solely to collection and remittance and shall cease when the University's correct remittance check is cashed.
- C. The Union shall provide a Deduction Authorization Form which shall be used by the University for all Faculty Members.

I hereby authorize deduction of the service fee of the UAFT Local 2404 from each check until the annual service fee is paid in full, subject to the limitations of applicable Alaska and Federal laws, and in accordance with Article 9 Union Rights (above) of the 2007-2010 collective bargaining agreement between the UAFT and the University of Alaska. This deduction shall be for the total amount of the agency fee established by UAFT Local 2404, prorated bi-weekly over the academic year. This authorization is irrevocable by the Faculty Member for the term of this Agreement or any extension thereof.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*For University of Alaska office use only (PDAEDN)*

Code = 600    Start Date: \_\_\_\_\_    End Date: \_\_\_\_\_    Bi-weekly: \_\_\_\_\_  
 Personnel/Payroll: \_\_\_\_\_    Date: \_\_\_\_\_    Goal: \_\_\_\_\_  
 Entered By: \_\_\_\_\_    Date: \_\_\_\_\_

ORIGINAL:    Regional Personnel    COPIES:    UAFT,    Employee

Rev 7/17/08

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