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**IDnum** 209 **Language** English **Country** United States **State** AL

**Union** AFT (American Federation of Teachers) AFL-CIO

**Local** 2404

Occupations Represented
Teachers—postsecondary
Counselors
Librarians
Library assistants, clerical

**Bargaining Agency** University of Alaska

**Agency industrial classification (NAICS):**  
61 (Educational Services)

**BeginYear** 2000 **EndYear** 2003

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**Notes**

**Contact**

**Full text contract begins on following page.**

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# COLLECTIVE BARGAINING AGREEMENT

between the

UNIVERSITY OF ALASKA

and the

ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS

AFT LOCAL 2404, AFL-CIO

July 1, 2000 - June 30, 2003

*Agreement*

This Agreement is entered into by and between the University of Alaska (University), and the Alaska Community Colleges' Federation of Teachers, Local 2404, American Federation of Labor - Congress of Industrial Organizations (Union). The Union is the exclusive bargaining agent for bargaining unit members as identified in Article 9.1 - Recognition of Union.

The University and the Union both recognize that the University of Alaska is composed of diverse groups, interests, and missions. Within the limits of the University's resources, both parties recognize the need to respond positively to those varied constituencies by providing dynamic educational services and quality instruction to the communities served and to the State of Alaska.

The University and the Union recognize that this Agreement establishes the processes whereby the collective bargaining objectives of the bargaining unit members are fully addressed. In this endeavor the parties are bound by AS 23.40.70 - 23.40.260, Public Employment Relations Act.

## ARTICLE 1

*Agreement*

### 1.1 Term of Agreement

- A. The effective dates of this Agreement are July 1, 2000 to June 30, 2003.
- B. All appendices to this Agreement are incorporated as a part of this Agreement.
- C. After June 30, 2003, 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 1, unless otherwise agreed to in writing by the parties. If agreement is not reached by December 1, 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. Such cost for substitutes shall not exceed one thousand dollars (\$1,000) per credit hour, or three thousand dollars (\$3,000) per three credit course.

## 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.

Chief Academic Officer (CAO) means the title of Provost, Vice Chancellor for Academic Affairs, or Dean of Academic Affairs at the University of Alaska Anchorage, the University of Alaska Fairbanks, or the University of Alaska Southeast.

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.

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

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

Union or ACCFT means the Alaska Community Colleges' 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 April 12, 1997. 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 April 12, 1997. 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 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 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; job evaluation form 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.

5. Written documentation of faculty workload and evaluations relating to promotion, retention, tenure, and contractual obligations.

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, within sixty (60) calendar days after initial hire, shall receive an orientation and be provided with materials which communicate University human resources policies and regulations and applicable benefits and obligations for ACCFT bargaining unit members, and include, but are not limited to, applicable handbooks, ACCFT's deduction authorization form, and ACCFT 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.

C. Letters of appointment shall be provided in writing for returning Faculty Members on July 1 for the following academic year, and shall include the following information:

1. Term of the appointment, including semester starting dates, registration dates, and the first week of instruction.
2. Duties, including professional assignment for the relevant semester. Days and times, when known shall be included in the appointment letters.
3. Percentage of full-time.
4. Annual salary and biweekly pay, including geographic salary differential.
5. 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.
6. Location of personnel files.
7. Academic Calendar (Appendix A ).

## **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 B. 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. 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 C).

B. 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 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 the paragraphs above. Faculty Members assigned a tripartite workload as of the date of this agreement shall continue in a tripartite assignment during the continuation of this agreement.

## **5.2 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.

## **5.3 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.

## **5.4 Evaluation**

Evaluation processes, such as those for promotion and tenure review, for individual Faculty Members shall be the same as policy in effect on April 12, 1997 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.

## **5.5 Post-Tenure Review**

Faculty Members who have been awarded tenure shall, in accordance with the policies of their MAU, as defined in Article 5.4, and not less than every five (5) years, 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, Management Rights.

## 5.6 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 April 12, 1997.

### 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.

- a. Within the first two (2) years, regardless of contract extensions, the Faculty Member shall be notified no later than the expiration of the appointment.
- b. 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.
- c. After seven (7) years, the Faculty Member shall be notified not less than 90 days prior to the expiration of the appointment.

## 5.7 Sabbaticals

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

## **5.8 Summer Appointments and Overload Assignments**

### **1. 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 a minimum rate set by the temporary faculty salary structure to a maximum rate set proportional to a Faculty Member's base academic year salary, depending on the needs of the summer session program.

2. **Other Summer Assignments (Contract Extensions):** Faculty 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.

### **2. 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.

## **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.

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 mileage expenses incurred while using a personal vehicle on University business in accordance with applicable provisions of University Regulation and reimbursed at the rate of 31 cents per mile.

B. Faculty Members incurring expenses while traveling on University business shall be reimbursed in accordance with applicable provisions of University Regulation, as of the date of this agreement.

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. Only Faculty Members paid within the range for their rank shall be eligible for salary adjustments. All promotions shall result in an overall ten (10) percent salary increase, and any Faculty Member who receives a promotional increase shall be ineligible for any other salary increase in that year.

	Minimum/Year	Maximum/Year
Instructor	\$ 28,000	\$ 51,300
Assistant	\$ 32,000	\$ 59,508
Associate	\$ 38,000	\$ 69,768
Professor	\$ 44,000	\$ 80,028

B. The initial rank, type of appointment, and base academic year salary shall be established by the appropriate Chancellor within the ranges provided above. 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 pay period after July 1, 2000, July 1, 2001 and July 1, 2002, the university shall distribute a two and six-tenths (2.6%) percent salary increase across the board to eligible Faculty Members whose salaries are within the appropriate ranges. If this Agreement is extended beyond June 30, 2003 in accordance with Article 1.1 C, effective with the first pay period after July 1 of succeeding years of this Agreement the university shall distribute a two and six-tenths (2.6%) percent salary increase across the board to eligible faculty members whose salaries are within the appropriate ranges. 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. Across the board salary increases are subject to legislative approval and funding pursuant to AS 23.40.215.

### 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:

A. The Faculty Member remains in their current geographic differential area; or

B. Until salary increases to the Faculty Member's base salary results in the Faculty Member receiving a higher salary than the frozen amount.

	27
Aleutian Islands/Adak/Sand Point	
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. The University shall contribute four hundred and thirty nine dollars and fifty-nine cents (\$439.59) per month per Faculty Member toward the cost of health benefits. The University contribution shall increase effective January 1 of each year of this Agreement by up to three (3) percent (e.g. effective January 2001, the contribution could increase to as much as \$452.78). In the event the cost of the benefits as prorated among participants in a particular plan exceeds the University's defined contribution, such cost in excess of the University's defined contribution will be borne by Faculty Members. Coverage levels shall not be altered without the agreement of the parties.

B. No later than July 1 of each year the union shall by written notice to the university elect one of the following health care options for the bargaining unit. If timely notice is not given, the option in effect for the prior year shall continue:

(1) Continue coverage on the same basis as provided to Faculty Members by the University Plan in place on the date of this Agreement.

(2) Cease participation, effective January 1 of the succeeding year, in any university plan. In such case, the University shall remit to Alaska Community Colleges' Federation of Teachers the defined contribution amount in effect at the time of notice given to the University. Subsequent annual increases to the defined contribution shall be on the same basis as provided in Article 7.3.A.

(3) Participate in another plan the university will offer or continue to offer other employees. In such case that plan shall replace the current plan for the bargaining unit effective January 1 of the succeeding year.

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.

### 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 and dependent children under the age of twenty-four (24) shall have course credit hour charges 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. Day of Spring Recess
2. Memorial Day
3. Independence Day
4. An additional day before or after July 4, as specified by the President
5. Labor Day
6. Thanksgiving Day and the day immediately following
7. An additional day before or after December 25, as specified each year by the President
8. Christmas Day
9. New Year's Day
10. An additional day before or after January 1, as specified 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 December 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 employee, emergency care for immediate family members of the employee, for attendance at a funeral, for childbirth by the employee or employee's spouse, adoption of a child, or placement of a foster child with the employee.

B. Regular full-time employees earn 4.62 hours sick leave per pay period. Exempt and nonexempt full-time employees shall accrue sick leave on a pay period basis except for those pay periods in which work status begins for a new employee; sick leave will then accrue on hours worked. Exempt and nonexempt part-time employees shall accrue sick leave on a pay period basis, prorated according to the proportion of full-time employment. Overtime and premium pay does not qualify for leave accrual. Employees, excluding those on terminal leave, will receive full pay period leave accrual in the pay period encompassing the date of termination. Extended temporary employees shall accrue sick leave on hours worked. Temporary employees earn no sick leave, however, appropriate sick leave credit, not to exceed 60 hours, is granted retroactively to temporary employees employed on at least a half-time basis whose status changes to regular without a break in service.

C. After layoffs resulting from reduction in force, sick leave accumulations are lost except that accumulations are reinstated following re-employment for employees 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.

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 employee 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 regular and extended temporary employees are entitled to a minimum of 18 weeks of sick leave (paid or unpaid) during a calendar year. Extended temporary employees are eligible until the expiration of their appointment or the end of the 18 week period, whichever is less. If an employee 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 employee 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 employee's immediate supervisor. The supervisor may request evidence of the illness at their discretion. Sick leave may not be used in advance of accrual. The qualifying event period in excess of a employee's accrued sick leave will be charged against the employee's annual leave accumulation. Sick leave will not be used during a holiday or a regular day off. An employee 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 employees 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 employee for:

1. An illness, disability, injury, or other medical condition of the employee 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 employee 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. Parental leave.

Sick leave may be used when a qualifying event of a member of the employee's immediate family requires attendance of the employee. 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 employee'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 employee'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 employees 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 in the event the employee meets requirements for taking such leave as stated in Policy and Regulation.

J. Sick leave is paid at the employee'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 employee's estate in the event of the death of an employee while employed by the University.

K. Paid sick leave is discontinued immediately:

1. Upon employee's return to work status; or
2. Upon determination by the employee's supervisor or department head with professional medical advice that the employee is able to return to work; or
3. Upon refusal or failure by the employee to submit clear evidence of a qualifying event on request; or

4. When the employee 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 Regulation, 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, or Vice President 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 employee is required to make proper notification as follows:

1. The employee 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, employees are to provide to their supervisor or department head statements or certificates from the employee'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 employee's absence is expected, the employee 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 employee will provide to his/her supervisor or department head statements at predetermined regular intervals from the employee's or immediate family member's health care provider stating the condition of the employee's availability for return to work.

4. During a qualifying event of any duration, regardless of how long or short, the employee 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 employee or immediate family member suffering from alcoholism or another form of substance abuse, will receive the same consideration that is extended to employees 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 who have completed one (1) academic year of employment with the University of Alaska shall participate in the Disability Leave Bank.
- C. Each Faculty Member shall contribute two (2) days of that Faculty Member's accumulated disability leave in the first month of eligibility. Participating Faculty Members shall contribute one (1) accumulated disability leave day each September to the Disability Leave Bank after initial contribution. Thereafter, Faculty Members having more than four (4) days accumulated disability 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 ACCFT. 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 an employee has exhausted all accrued sick leave with pay and accrued annual leave.
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 employees and will be granted in the following order: sick leave with pay; accrued annual leave; and sick leave without pay.

The employee 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 employee of his/her newborn infant child, and, in cases of adoption or foster care placement, for the purpose of permitting personal care by the employee 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 employee 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 employee.

### D. Jury Duty

1. In order that University employees may fulfill their civic responsibility as jurors or witnesses, regular employees 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 employee. 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 employee 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 employee's regular University pay will continue to be paid during such leaves of absence.
6. Any pay received by an employee from a court system for service on jury duty or as court witness duty will promptly be returned by the employee to the University to offset part of the cost of such absences.

### E. Military Leave

1. A regular employee 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 employee 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, regular employees of the University 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, in appropriate cases, the President. The employee's supervisor may approve in writing a leave without pay request of ten (10) working days or less.

2. Granting leave of absence shall not affect the employee's status except as provided by Regulation or as agreed to in writing at the time leave is granted.

3. During the leave the employee 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 employee may continue the health/life insurance and retirement programs to the extent allowed by law and/or Regulation, and shall pay the employee 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. An employee wishing to take leave of absence shall apply to their 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 Alaska Community Colleges' 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 D.

### **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 Building K, Room 214 or equivalent, with heat, lights, power, and two (2) telephone stations to the Union.

## **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. The cost for buy outs shall be the actual salary cost for the substitute or one thousand dollars (\$1,000) per credit hour or equivalent, whichever is less.

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.

E. Each Faculty Member shall receive a bonus payment of two hundred dollars (\$200) in each of the three years of this Agreement. This bonus shall be added to the first salary payment on or after July 1, 2000, July 1, 2001, and July 1, 2002. This provision shall expire on June 30, 2003, and if the Agreement is automatically extended by its own terms, no further bonus payments shall be paid.

## **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, 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 expeditiously 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.

### **Letters of Agreement**

A. The University of Alaska and the Alaska Community Colleges' Federation of Teachers

agree that the issues surrounding distance delivery should be studied through Labor/Management meetings which may include representatives from the United Academics AAUP/AFT, and the United Academics Adjuncts AAUP/AFT.

B. The University of Alaska and the Alaska Community Colleges' Federation of Teachers agrees that the parties shall request a meeting with the United Academics AAUP/AFT for the purpose of discussing and resolving the issues of bargaining unit status of visiting professors who in their second year would become members of the ACCFT, and department chairs who are selected from positions within the ACCFT.

C. The University of Alaska and the Alaska Community Colleges' 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 (8-21-97);
2. Disability Leave Bank Deductions (4-9-98);
3. Agency Fee (6-24-98 and 8-31-99 agreements);
4. UAA Faculty Evaluation 98-99 (9-25-98);
5. UAS Faculty Evaluation (12-8-98);
6. UAA Faculty Evaluation 99-00 (3-25-99);
7. Contract Reduction (9-21-98);
8. Article 9.7.E. Bonus Payment (6-8-99 and 6-23-99).

## **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**UNIVERSITY OF ALASKA**

**and the**

**ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS**

**AFT LOCAL 2404, AFL-CIO**

**July 1, 2000 - June 30, 2003**

FOR THE UNIVERSITY OF ALASKA: FOR THE ACCFT:

Date Date

## **ACADEMIC CALENDAR**

The academic calendar provided to each Faculty Member shall include the following dates for each academic term:

- Orientation for new students
- Beginning of Semester
- Beginning of Instruction
- Holidays
- End of Instruction
- Final Exam Period
- Grades Due
- End of Semester

## **PANEL OF ARBITRATORS**

Pursuant to Article 4 of the Agreement, ACCFT and the University of Alaska met via audioconference on November 11, 1997 to strike for the following panel of arbitrators:

Milt R. Baum

Robert Landau

Howell Lankford

George Lehleitner, Jr.

Thomas Levak

James Nybo

T.W. Patch

Cornelius Peck

William Reeves

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 Alternate 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**

<b>ACCFT</b>	Major Administrative Unit (Circle One)	Department
	UAA UAF UAS SW	
<b>SERVICE FEE DEDUCTION</b>	Last Name	First Name
	Social Security Number	Work Phone

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

**Article9: 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 ACCFT 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 2000-2003 collective bargaining agreement between the ACCFT and the University of Alaska. This deduction shall be for the total amount of the agency fee established by ACCFT 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: ACCFT, Employee

