

## ARTICLE 9

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

#### 9.1 Faculty Appointment

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

##### 9.1.1 Appointment with Tenure

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

A tenured appointment may be made at less than one hundred (100) percent, but no less

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

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

#### 9.1.4 Post Doctoral Fellow Appointment

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

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

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

University. Such an extension may be included in the base assignment letter, but in any

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

procedures shall identify processes available to assist **UNAC bargaining unit**

ËÏFJ€IHÎÀÈÎKGÍÏGADËDAÊÊÊÁÁÀÂÇÈEBÁÁÊÊÇÄÈÈÈBÈÊÁÁÊÊÁÁÇÁÇ

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

8. If the dea

ËÏFJ€IHÎAÈÏKGÍÏÌGADËDAÊÊÊÁÁÀÂÇÈEBÁÁÊÊÇÄÈÈÈBÈÊÁÁÊÊÁÁÇÁÇ



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

recommendations of the appropriate academic peer review committees, appropriate

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

A ~~UNAC~~bargaining unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor, except in cases where the tenure review is mandatory or the ~~UNAC~~bargaining unit member otherwise would have been required to undergo a fourth-year comprehensive review. If a ~~UNAC~~bargaining unit member withdraws their file prior to the ~~d~~Dean,/~~D~~Director or ~~D~~d

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

A post-tenure review is satisfactory if it concludes that during the period under review the UNAC-bargaining unit ~~their~~~~his or her~~ current rank as defined by the evaluation criteria in place for the UNAC bargaining unit post-tenure review by the academic unit peer review committee and dean, director, or designee is satisfactory, the review proceeds no further and is complete.

An unsatisfactory review by the peer review committee or the dean, director, or designee will proceed to the ~~university-wide-evaluation~~MAU pPeer rReview ~~C~~committee and the provost. The review may proceed to the chancellor only at the written request of the UNAC-bargaining unit member.

UNAC-Bargaining unit members who receive an unsatisfactory post-tenure review from the provost or chancellor shall produce a professional development plan, approved by the dean, director, or designee, that identifies specific objectives and outcomes. UNAC Bargaining unit members who receive an unsatisfactory



UA Mediation Proposal Package (redlined against the January 1, 2017 - December 31, 2019

- h. The provost shall, by January 3, submit the file to an MAU ~~p~~Peer ~~R~~rreview ~~C~~committee appointed by the provost per MAU faculty evaluation guidelines. The MAU ~~p~~Peer ~~R~~rreview ~~C~~committees may determine whether discussions will be open or closed to the public and the candidate. The vote of the MAU ~~P~~peer ~~r~~Rreview ~~c~~Committee, however, shall be closed to the public and the candidate. The MAU

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

9.2.7

c. Denial of Promotion

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

---

d. Withdrawal of Promotion File

A non-tenure track term bargaining unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor. If a non-tenure track term bargaining unit member withdraws their file prior to the dean,

---

Activity Report by November 1.

e. Appeal Process Regarding Award for Promotion

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

9.3 Tenure

9.3.1 Locus of Tenure

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

9.3.2



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

### 9.3.3 Conditions for Consideration for Award of Tenure

Tenure may be awarded to faculty holding a tenure-track appointment. Tenure shall not be awarded to non-tenured faculty.

A



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

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

#### 9.4 Termination of Appointment

Termination, which severs the employment relationship of a ~~UNAC~~bargaining unit

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

uninterrupted service as a non-

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

Any ~~UNAC~~bargaining unit member may be dismissed for just cause. Just cause shall include, but not be limited to, incompetence, neglect of duty, failure to perform assignment, unprofessional conduct, or other conduct or condition that interferes substantially with the

## **ARTICLE 11**

### ***Disciplinary Action***

#### 11.1 Just Cause

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

If discipline of a UNAC-bargaining unit member is being considered, an investigation or research inquiry must be conducted and the actions outlined in 11.2 must occur before any disciplinary action is taken. ~~In cases of alleged misconduct in research, scholarly work or creative activity, the University shall initiate a research inquiry as outlined in Regulation 10.07.060 prior to a disciplinary investigation. At the time a research inquiry is initiated, the University will simultaneously notify the unit member and United Academies.~~



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

- a. The University shall provide the ~~UNAC~~bargaining unit member and United









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

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



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

**ARTICLE 17**  
***Working Conditions***

17.1 Nondiscrimination

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

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

### 17.3 Other Required Training

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

### 17.4 Bargaining Unit~~UNAC~~ Member Hours

Bargaining unit~~UNAC~~ members shall maintain hours that meet the teaching, research/creative activity and service responsibilities of their assigned workload and other University obligations. Bargaining unit~~UNAC~~ members shall establish, post, and



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

current rate of pay. Exceptions shall be as provided in University Regulation 05.02.06

11 1 - 1 , 3

7

DocuSigned by:  
Melanie An

DocuSigned by:  
Dara Ferguson

DocuSign  
C. Eisenbaur David

2 22

3 ,

2 22

3 ,

0 2 22

3 , 0

0