## **ARTICLE 9**

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

#### 9.1 Faculty Appointment

Except as provided herein, tThere shall be <u>four (4)three (3)</u> categories of appointment applicable to <u>bargaining unit</u> UNAC-members: appointment with tenure, tenure track appointment, <u>and</u> non-tenure track term appointment, <u>and Post Doctoral Fellow</u> <u>appointment</u>. <u>Visiting Faculty in their first year of employment may be appointed at will</u> 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 <u>UNAC bargaining unit</u> 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 <u>(9)</u>-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 <u>one hundred (100)</u> percent, but no less

<u>bargaining unit</u> 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

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

procedures shall identify processes available to assist UNAC bargaining unit

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8. If the dea

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recommendations of the appropriate academic peer review committees, appropriate

> A <u>UNAC bargaining unit</u> 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 <u>UNAC bargaining unit</u> member otherwise would have been required to undergo a fourth-year comprehensive review. If a <u>UNAC bargaining unit</u> member withdraws their file prior to the <u>dDean</u>, /<u>Ddirector</u> or <u>Dd</u>

- 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 <u>UNAC bargaining unit</u> 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 <u>UNAC-bargaining unit</u>

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 <u>university-wide evaluationMAU pPeer rReview</u> <u>Cce</u>ommittee and the provost. The review may proceed to the chancellor only at the written request of the <u>UNAC bargaining unit</u> member.

<u>UNAC Bargaining unit</u> 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 <u>Bargaining unit</u> members who receive an unsatisfactory

and the next post-tenure review will occur six (6) years after the initiation of the review process.

At any time prior to a scheduled evaluation, the <u>UNAC-bargaining unit</u> member's dean, director, or designee may, as a result of other evaluations, initiate the post-tenure review process. If a dean, director, or designee initiates an early review, a <u>UNAC bargaining unit</u> member shall be notified no later than the end of the appointment period. In addition, a post-tenure review shall be conducted upon the request of a <u>UNAC bargaining unit</u> member.

b. Dispute Resolution

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

#### 9.2.6 Evaluation Procedures

Except as specifically provided otherwise, evaluation of <u>UNAC bargaining unit</u> members for annual review, progression towards tenure review, comprehensive fourthyear review, promotion, tenure, and post-tenure review shall be conducted according to the procedures provided below.

- a. A <u>UNAC-bargaining unit</u> member who plans to stand for tenure and/or promotion in the next academic year, shall, by the end of the current appointment period, advise the dean, director, or designee in writing of the intent to stand. At the same time, the <u>UNAC bargaining unit</u> member shall submit to the dean, director, or designee a complete CV and a list of two (2) external reviewers- (Eexternal reviews are required only for tenure or promotion reviews).
- b. The dean, director, or designee shall, when external reviews have been requested, distribute the UNAC bargaining unit member's CV to external reviewers by June 30. Two (2) external reviewers are selected by the UNAC bargaining unit member and up to two (2) additional external reviewers may be selected by the dean, director, or designee. The external reviews selected by the dean, director, or designee will be included in the file with annotation that they were requested by the dean, director, or designee before the file goes into the review process. The reviewers shall be asked to submit their reviews to the dean, director, or designee no later than September 1. The reviews will be forwarded by September 8 to the candidate, accompanied by a written

h. The provost shall, by January 3, submit the file to an MAU <u>pPeer Rr</u>eview <u>Ccommittee</u> appointed by the provost per MAU faculty evaluation guidelines. The MAU <u>pPeer</u> <u>Rr</u>eview <u>Ccommittees</u> may determine whether discussions will be open or closed to the public and the candidate. The vote of the MAU <u>Ppeer rReview <u>cCommittee</u></u>, however, shall be closed to the public and the candidate. The MAU

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 nontenure 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.

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 <u>UNAC-bargaining unit</u> member, or of an academic administrator awarded faculty rank, if the <u>bargaining</u> unit members of the academic unit within which tenure would be held recommend against it.

9.3.3 Conditions for Consideration for Award of Tenure

Tenure may be awarded to faculty holding a tenure-track appointment. Tenure shall not be awarded to non-tenure that the tenure of tenure of tenure of tenure of the tenure of te

A <u>UNAC bargaining unit</u> 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 <u>UNAC</u> <u>bargaining unit</u> member.

## 9.4 Termination of Appointment

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

uninterrupted service as a non-

Any <u>UNAC-bargaining unit</u> 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 <u>UNAC bargaining unit</u> member only for just cause.

If discipline of a UNAC <u>bargaining unit</u> 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 Academics.

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

and United Academics, and a meeting of the dean or director and the committee shall be convened prior to step d. below to discuss the matter.

- d. The University shall provide the UNACbargaining unit member and United Academics written notice of disciplinary action. The notice shall be provided in advance of a meeting with the bargaining unit member. The UNACbargaining unit member may request the presence of designated United Academics representatives. The notice shall include notice that the UNACbargaining unit member may have the right to challenge the disciplinary action as provided in Article 7. If the UNACbargaining unit member does not attend the meeting, the notice shall be mailed to the UNACbargaining unit member's last known address, with a copy to United Academics.
- e. Disciplinary actions taken pursuant to Article 11.3.2 shall be considered substantive academic judgments and shall not be subject to the grievance or arbitration process. However, an allegation that the disciplinary action has resulted from an error of procedure shall be subject to the grievance or arbitration process.
- f. Disciplinary action up to and including termination may take effect immediately upon notice to the <u>UNACbargaining unit</u> member. Termination may take effect five (5) days after notice to the <u>UNACbargaining unit</u> member and United Academics, during which time the <u>UNACbargaining unit</u> member may be suspended without pay, at the discretion of the University.
- 11.3.3 Notice of disciplinary action shall be placed in the <u>UNACbargaining unit</u> member's academic record file, and a copy thereof simultaneously given to the <u>UNACbargaining unit</u> member and to United Academics in accordance with Article 12.5.
- 11.3.4 By mutual written agreement of the parties on a case by case basis, all timelines in this Aarticle may be modified.
- 11.3.5 By mutual agreement of the parties, all meetings referred to in this Aarticle may be conducted by teleconference or through an alternate virtual platform.
- 11.3.6 11.3.6. The University shall conduct and complete all investigations as soon as practicable. During the course of an inquiry or investigation, the University shall provide the UNAC member and United Academics substantive updates on the process of the investigation upon request. The University shall provide the UNAC member and United Academics written notice of the outcome of an investigation.

- 13.3.713.4.7 Bargaining unitUNAC members who have externally funded research commitments shall be guaranteed the opportunity to buy out workload units as required to meet the commitments, provided that the overall teaching, research/creative activity, and service needs of the unit, as determined by the administrator, are met.
- 13.3.813.4.8 United Academics recognizes the University's need for flexibility in determining bargaining unitUNAC members' workloads as the needs of the University change. When the need arises, an appropriate administrator may revise a bargaining unitUNAC member's workload. When possible, the appropriate administrator shall consult with the department head/chair (if applicable) and the bargaining unitUNAC member before a bargaining unitUNAC o go dgtøu"y qtmqcf "ku"tgxkugf 0'Y j gp"c"y qtmqcf "ku"tgxkugf ."y g"cr r tqr tkcvg" administrator shall provide a copy of the revised workload to the bargaining unitUNAC member's salary shall not be reduced during the remainder of the bargaining unitUNAC member's contract period.

# **ARTICLE 17** *Working Conditions*

17.1 Nondiscrimination

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

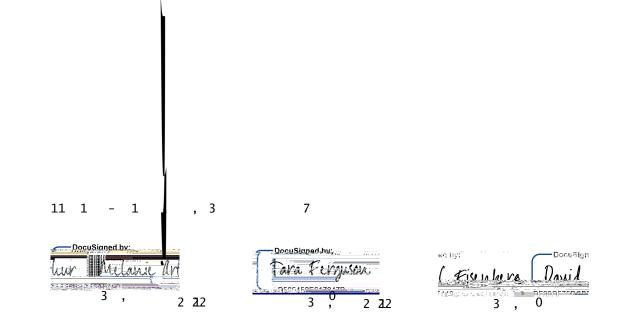
- 17.2.6 A <u>bargaining unit</u><u>UNAC</u> member shall not be required to operate University equipment which does not conform to local, state or federal safety requirements.
- 17.3 Other Required Training

<u>Bargaining unitUNAC</u> members shall participate in all University required training (e.g., FERPA, Title IX, emergency response).

17.4 <u>Bargaining Unit</u>UNAC Member Hours

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

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



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