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ABSTRACT

The collective bargaining agreement between the University of Alaska and the Alaska Community Colleges' Federation of Teachers, the exclusive bargaining agent for all statewide rural education learning center and community college faculty, is presented, covering the period between April 1, 1984 and March 31, 1987. The 13 articles in the agreement set forth rights and provisions related to: (1) the terms of agreement, covering the recognition of the union, recognition of rights, sharing of information, and scheduling of negotiations; (2) definitions; (3) rights of the individual with respect to academic freedom, nondiscrimination, personnel files, probationary period, seniority, and performance appraisal; (4) grievance procedures; (5) faculty workload; (6) working conditions with respect to work year, holidays, assignments during travel, relocation, site visitations and bush courses, faculty offices, substitutes, appointments, professional improvement, and voluntary transfers; (7) employment status, including overload, part-time, and outside employment, and layoffs and terminations; (8) salaries and benefits; (9) leaves; (10) union rights; (11) no strike or lockout; (12) availability of the parties to interpret, continue, or modify the agreement; and (13) scope and interpretation of the agreement. Evaluation forms and a salary schedule are appended. (MDB)

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ED 294 598

Community College AGREEMENT

between

**The Alaska Community Colleges'
Federation of Teachers
Local 2404, AFT**

and

The University of Alaska

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PREAMBLE

This Agreement is entered into by and between the University of Alaska, (hereinafter referred to as the University) and the Alaska Community Colleges' Federation of Teachers, Local 2404, (hereinafter referred to as the Union) as the exclusive bargaining agent for Community College Faculty.

The University and the Union both recognize that Alaska's Community Colleges are composed of a diversity of groups and interests. Both parties have the common purposes of providing dynamic educational services and quality instruction to the communities served and to the State of Alaska. The Union and the University concur that these objectives can be best achieved by means of amicable and participatory adjustment of matters of mutual interest.

This Agreement seeks to establish the processes whereby the goals of all Faculty Members and the goals of the University can be coordinated and whereby conflicts can be resolved fairly and expeditiously.

In the public interest the University, as a public employer, and the Union, as bargaining representative of public employees, seek to establish and maintain for the Community College Faculty conditions and procedures for orderly collective bargaining, for prompt and equitable settlement of grievances, and for salaries, hours, and other terms and conditions of employment pursuant to the Public Employment Relations Act (A.S. 23.40.70.260).

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AGREEMENT

This Agreement is entered into by and between the University of Alaska and the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO.

ARTICLE 1

Agreement

1.1 Terms of Agreement

- A. Except as provided elsewhere in the contract, the effective dates of this Agreement are April 1, 1984, to March 31, 1987.
- B. The Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein.
- C. After March 31, 1987, this Agreement shall be renewed automatically from year to year through March 31 of the following year, unless written notice that changes are desired is given by either party to the other. Such written notice must be given at least ninety (90) days, but no more than one hundred twenty (120) days prior to the expiration date of this Agreement. Negotiations shall begin within thirty (30) days from receipt of notification that changes are desired.

1.2 Recognition of Union

- A. The University of Alaska recognizes the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO, as the exclusive bargaining representative of the following employees: All of the statewide rural education learning center faculty and community college faculty of the University of Alaska, including all permanent academic and vocational instructional personnel, librarians, and counselors, and excluding supervisors, temporary personnel, aides, assistants, office clericals, those administrators who are not elected by the faculty, and all other persons not employed as instructional personnel, librarians, or counselors for at least 60% of full-time workload for Community College Teachers or of the full-time workload assignment for Librarians or Counselors.
- B. Determination of an individual's membership in the Community College Faculty shall be based upon job content criteria outlined in 1.2 above and not upon source of funding.
- C. An individual shall become a Faculty Member when appointed a term of appointment of less than one academic year provided that the job content criteria outlined in 1.2 above are met.
- D. Should additional community college campuses be established, Faculty Members employed by the University who qualify for the Bargaining Unit shall be covered by terms and conditions of this Agreement.

1.3 Recognition of Rights

- A. The terms of this Agreement together with the conditions of appointment not inconsistent with this Agreement are hereby agreed to constitute the terms of the appointment of each individual Faculty Member.
- B. Such conditions of appointment shall be stated in writing for returning Faculty Members on May 1. The assignment shall become final unless written notice of changes is sent by July 1, or at the time of initial hiring if after July 1, and shall include the following information:
1. Any information or conditions provided for by this Agreement, including a copy of this Agreement. One contract shall be provided each Faculty Member for the life of this Agreement.
 2. Term of the appointment: including semester starting dates, registration dates, preparation days, and the first week of instruction.
 3. Duties: including classes for the Fall Semester. Days and times, when known shall be included in the appointment letters.
 4. Percentage of full-time.
 5. Salary provided by the salary scale, on a monthly basis translated to the contract period and bi-weekly pay periods.
 6. Other identifying information (Social Security Number, address, etc.).
 7. Agency Fee Deduction Authorization form.
 8. Deferred Payment Authorization form.
 9. Lane Change Request form and notice as to where lane change information may be obtained.
- C. Notice of the Spring Semester duties, including a list of courses to be taught shall be given on October 15th. The assignment shall become final unless written notice of changes is sent by November 15th.

- D. Written notices in B and C above shall be sent by certified mail, return receipt requested, unless the Faculty Member requests to pick up this notice in person at the campus.
- E. Faculty Members shall sign a copy of their appointment letter to acknowledge receipt. The signature shall not be construed as agreement or disagreement with the assignment.

1.4 Sharing of Information

- A. The University and the ACCFT 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. This includes items of public record which are requested; University requests made to the Legislature for funds required for implementation of this Agreement; a quarterly report on expenditures of funds identified to the Legislature or Governor as an Agreement cost item; and all official University enrollment statistics. Information is to be provided on a cost reimbursable basis when the costs of such information exceeds \$100 per request.
- B. Neither the University nor the ACCFT shall be required to provide the other with information which is privileged, is confidential, or which would require revealing of 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 shall be construed so as to require either party to compile information or statistics in the form requested if such data is not compiled in the form requested.
- D. The University shall provide an up-to-date Community College Faculty list to the Union each biweekly pay period. In addition, each Campus President/Chancellor shall notify the Union of any change in the Community College Faculty on their campus as such changes become official.
- E. All information that is requested under Paragraph A above 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 shall be available.

1.5 Scheduling of 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 team. Negotiations shall be held in Anchorage.
- B. Community College Faculty who serve as negotiators shall be excused from class duties as necessary during the course of negotiations without prejudice, and an approved substitute shall be provided by the negotiator or the Union.
- C. The ACCFT negotiating team may consist of five (5) members. The University shall pay for four (4) ACCFT negotiating team members' substitutes.

ARTICLE 2

Definitions

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

"University" means University of Alaska.

"Union" or "ACCFT" means the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO.

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

"Campus President" or "Campus Chancellor" means "Director" as used in A.S. 14.40.590.

"Community College Faculty" or "Faculty Member" or "Community College Teacher" means the employees collectively covered by Section 1.2, Recognition of Union.

"Contact Hour" means fifty (50) clock minutes.

"Dependent" means any dependent as defined under IRS regulations.

"Temporary Employees" are those employees hired for a term of one semester or less.

"Term Employee" is an individual whose employment is for a specific assignment of a short term nature, generally less than one (1) year in length.

"Special Courses" are those courses defined by management and offered in such a way as to provide a cost-effective delivery system or a non-traditional approach to instruction as the University strives to meet the unique need of its community.

A "Complaint" means any dispute or controversy not constituting a grievance between the University and the Union or between the University and any Community College Faculty.

"Experimental Clause" is a non-precedent setting contract clause adopted by the parties for a specific period of time, allowing the parties an opportunity to assess the viability and desirability of the "Experimental Clause". If no specific period of time is listed the experimental clause shall be in effect for the initial period of the Agreement.

"Campus" means the physical facility or facilities of the University of Alaska Community Colleges established pursuant to the Alaska Community College Act (A.S. 14.40) or Rural Extension Centers as defined by the ASLRA and shall include:

Anchorage (Anchorage Community College)
Bethel (Kuskokwim Community College)
Fairbanks (Tanana Valley Community College)
Galena (Galena Rural Extension Center)
Juneau (Juneau-Douglas Community College)
Ketchikan (Ketchikan Community College)
Kodiak (Kodiak Community College)
Kotzebue (Chukchi Community College)
Nome (Northwest Community College)
Palmer/Wasilla (Matanuska-Susitna Community College)
Sitka (Islands Community College)
Soldotna/Kenai (Kenai Peninsula Community College)
Valdez (Prince William Sound Community College)

Should additional community college campuses be established, faculty members employed by the University who qualify for the Bargaining Unit shall be covered by terms and conditions of this contract.

The listing of community colleges in this section in no way limits the University's right to add, delete, or alter any community college, and in no way requires that a community college be maintained at the locations specified.

ARTICLE 3

Rights of the Individual

3.1 Academic Freedom

- A. The University and the Union agree that academic freedom is essential to the mission of the University. The Community Colleges in maintaining an environment which stimulates curiosity, inquiry, and self-questioning provide full freedom in the classroom, in research, and in the publication of results in order to foster the search for truth.
- B. In keeping with the above stated goals, each Faculty Member, when speaking, writing, selecting classroom speakers, and requesting library or film materials, shall be free from institutional censorship. Each Faculty Member shall determine the content and textual materials in the Faculty Member's course, subject only to reasonable overall statewide academic standards of the Community Colleges or the University.
- C. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subjects and to indicate when appropriate that one is not an institutional representative unless specifically authorized as such.

3.2 Nondiscrimination

Neither the University nor the Union shall discriminate on the basis of race, creed, color, national origin, religion, sex, handicap, age, marital status, parental status, political beliefs and/or affiliation, or union-related activity.

3.3 Personnel Files

- A. Community College Faculty shall have the right to examine their personnel file at any time during normal business hours.
- B. 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 the official personnel file of that Faculty Member. Other persons may have access to the file as provided by law.
- C. Whenever disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing, a supervisor shall file it in a Faculty Member's personnel file.

A Faculty Member may, after two years without a similar action being filed request the removal of the written disciplinary action. No material of this type may be placed in a Faculty Member's personnel file without an original signature of the supervisor and the Faculty Member. The Faculty Member shall sign such material to signify notification of such action. Such signature shall not be construed as agreement or disagreement with material contents.

- D. Faculty Members may place a response in their personnel file to adverse information contained in their personnel file.
- E. Anonymous material shall be removed by the University on demand of the affected Faculty Member or may be removed on the University's own motion.
- F. Placement of material in a Faculty Member's personnel file shall be grievable.
- G. The University shall maintain an official personnel file on the campus for each Faculty Member, and shall notify each Faculty Member of the location of that file. No disciplinary action shall be taken against any member based upon any written reprimand or written notice of delinquency in professional performance which is not contained in said file.
- H. Final grievance awards will be considered a part of the "official" personnel file.

3.4 Probationary Period

- A. Employees will be on probation, according to their classification as follows:
 - 1. Counselors and Librarians: Employees classified as a Counselor or Librarian will be on probation until they have worked for a period of nine months during initial employment or re-employment after loss of seniority as the case may be.
 - 2. Community College Teachers: Employees classified as a Community College Teacher will be on probation until they have worked for a period of two consecutive semesters, excluding the Summer Semester, during initial employment or re-employment after loss of seniority as the case may be.
- B. Probationary employees will be subject to termination and shall receive ninety (90) days notification of such termination. Reasons and/or causes for the termination shall be provided to the employee and to the Union at the time of notification of termination.

- C. Probation will apply only to Faculty Members hired after July 1, 1979, and shall not apply to Faculty Members hired prior to July 1, 1979.
- D. A Faculty Member hired after July 1, 1980, may be extended on probation for a period of one additional year with the agreement of the Faculty Member, the University, and the Union.
- E. A Faculty Member after completing the probation period will not be placed on probation again, except as noted under Section 3.4.

3.5 Seniority

- A. Acquisition: A Community College Faculty shall acquire seniority upon the Faculty Member's initial employment date. Employees having the same employment date shall have equal seniority.
- B. Accrual: An employee whose employment has not been terminated by resignation, discharge, or death and whose seniority has not been lost under Paragraph 3.5D will accrue seniority in these cases:
 1. While actively employed.
 2. For 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.
 3. For the duration of any leave for illness or disability so long as the Faculty Member complies with the conditions of such leave.
- C. Retention: An employee whose employment has not been terminated by resignation, discharge, or death and whose seniority has not been lost under Paragraph 3.5D will retain, but not accrue, seniority in these cases:
 1. On leave of absence.
 2. For ninety (90) days on promotion or assignment to a position not covered by this Agreement.
 3. Up to three (3) years on layoff.
- D. Loss: Except as otherwise stated in this Agreement, an employee will lose seniority and all re-employment rights by:
 1. Resignation.
 2. Termination, unless voluntarily rescinded by the University or vacated by a valid arbitration/grievance award.

3. After ninety (90) days on promotion or assignment to a position not covered by this Agreement.
 4. After three (3) years layoff. Layoff shall commence on the date of termination of the permanent appointment of the Faculty Member. Layoff shall continue for three calendar years from that date including temporary appointments.
- E. A temporary or part-time appointment of a laid-off Faculty Member shall not alter any other terms of the Faculty Member's layoff status.
- F. A Faculty Member's seniority shall be established at their initial day of continuous hire into a position in the Community College Faculty. Those in continuous service prior to July 1, 1977, shall be awarded seniority back to the original date of hire, but in no case shall seniority accrue for positions which would disqualify persons for Community College Faculty status.
- G. The University shall provide the Union with an updated seniority list by October 15th of each year of this Agreement. In the initial year the list shall be reviewed by the Campus President/ACC-CCREE-UAJ Chancellor (or designee) and the ACCFT Campus Representative and ACCFT. Subsequent seniority lists shall be annually reviewed and updated by the Campus President/ACC-CCREE-UAJ Chancellor (or designee) and provided to the ACCFT campus representatives and the ACCFT office.

3.6 Performance Appraisal

The appraisal of the professional activities of all employees in the public institution of higher education is beneficial in the development and maintenance of academic excellence. Performance appraisal should be designed to evaluate the professional responsibilities of Community College Faculty. Activities not assigned and which are not a part of one's professional responsibilities will not be evaluated.

- A. The purposes of performance appraisal are:
1. The primary purpose of performance appraisal is improvement of educational quality. The performance appraisal system shall recognize levels of such quality.
 2. To encourage the improvement of individual professional performance.
 3. To provide the basis for decisions concerning probationary Community College Faculty, termination, and compensation in accordance with the terms of this Agreement.
- B. Performance appraisals shall be conducted as required, but no less than every three years for permanent Community College Faculty and

shall only be conducted in semesters in which a Faculty Member is teaching twelve credit hours or less. Probationary employees shall be evaluated each semester, and the first year of their permanent employment.

- C. Performance appraisals for Community College Teachers, Counselors, and Librarians shall consist of several elements as per Appendix G: Performance Appraisal System. All appraisal of Community College Faculty shall be accomplished on the approved forms found in Appendix G (1-6). There shall be no peer evaluation. The appraisal system shall include a process for reappraisal and a joint Faculty Member and supervisor Action Plan for Community College Faculty rated less than "Competent".
- D. The Union and the University recognize the importance of a fair and equitable appraisal system and process and agree that a Community College Faculty Appraisal Committee shall be established. The Committee shall consist of three (3) representatives appointed by the Union and three (3) by the University. Faculty Members selected for service on the Committee shall have such service count as part of their professional work load as defined in Article 5.1. The Committee may appoint a seventh member agreeable to both parties.

The Community College Faculty Appraisal Committee shall be responsible for the following:

1. Hearing faculty appeals
2. Periodically reviewing all Community College Faculty Appraisal System Instruments.
3. Reviewing and considering Faculty, Administrative, and Student concerns relative to the Community College Faculty Appraisal System.

The Committee shall report its findings and recommendations to the appropriate Campus Chancellor or President and to the President of the Union.

- E. Community College Faculty may grieve alleged violation of the appraisal procedures following an appeal as per "D" above. Such grievances begin at step two (2) of the Grievance Procedure as per Article 4. If such grievances should be arbitrated, the Arbitrator shall not have the power to substitute their judgement for that of the appraising supervisor. The arbitrator shall have the power to void an arbitrary or capricious rating of "Inadequate".
- F. A Faculty Member rated "Inadequate" shall not be eligible for any pay increases during the term of their "Inadequate" rating. No other differentiation of compensation shall occur as a result of performance appraisal.

ARTICLE 4

Grievance Procedure

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

A. Definition of a 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. The grievance procedure shall be the exclusive remedy for grievances.

B. Grievance Procedure

1. Any Faculty Member who believes that the member has a basis for a grievance will first informally discuss the grievance with the 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 the grievance, it shall be processed directly at Step 2. A grievance filed by the Union shall be heard on the Anchorage Community College Campus, unless mutually agreed otherwise by the Union and the University.

All terminations and layoffs shall be processed initially at Step 4. The President of the University may take action under Step 3 relative to a termination or layoff grievance, but such action shall not affect the time limits of Step 4.

2. To be valid, a notice of a grievance must be filed in writing at the office of the Campus President or Campus Chancellor, at the proper step, within thirty (30) calendar days from the time the aggrieved became 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 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, 3, and 4 the aggrieved and the aggrieved's witnesses shall be released from duties on appearance days and substitutes paid under Section 6.9; however, it is understood that hearings at Steps 2, 3, and 4 may be on Saturday.

5. At the initial step (Step 1, 2, or 4) at which a grievance is filed, the grievance shall state with specificity in writing:
 - a. The grievant's name.
 - b. The claimed facts which gave rise to the grievance.
 - c. The provisions of the Agreement allegedly violated which gave rise to the grievance.
 - d. The grievant's contention regarding the proper interpretation and application of the Agreement.
 - e. The grievant's contention regarding what relief should be afforded.

The grievant shall sign the notice.

The notice of grievance may be fairly amended at any time during Steps 1, 2, or 3 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 grievance shall be presented in writing in triplicate, to the Campus President's or Campus Chancellor's office. 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 or 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 Director, Dean, or Campus President 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.

Grievances settled at Step 1 shall be binding only if such settlements are consistent with the provisions of this Agreement. Grievances settled at Step 1 found to be inconsistent with the provisions of this Agreement by the University shall be reopened at Step 2. The University shall notify the aggrieved and the Union of this action in writing within ten (10) working days from the date of the Step 1 written settlement. The reviewing individual for the University shall not be a hearing officer at any step in the grievance procedure. Step 1 settlements shall not be precedent setting.

Step 2: Notice of a grievance taken or appealed to Step 2 shall be given in quadruplicate to the Campus President's or Campus Chancellor's office. 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 by the appropriate Chancellor, the aggrieved, and the Union representative at a meeting.

Notice of the setting 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 or the Union office.

The meeting shall be held on the campus where the grievance arose within five (5) working days after the receipt of the notice of a grievance by the Campus Chancellor's office or ten (10) working days by the CCREE Chancellor's office.

Following the meeting, the appropriate Chancellor shall answer 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 answer to Step 3.

Step 3: Notice of a grievance taken or appealed to Step 3 shall be given in quadruplicate to the Campus President's office or Campus Chancellor's office. That office shall provide the aggrieved, the Union, and the University President with a receipted copy of the appeal notice. The University President shall have ten (10) working days to take one of the following actions:

- a. Elect to sustain the Step 2 answer.
- b. Elect to propose a settlement.
- c. Elect to gather additional information from the parties.
- d. Elect to schedule a formal hearing on the campus where the grievance was filed.

If the President elects options c and/or d, action must be completed and an answer to the grievance provided within ten (10) working days. A copy of the answer shall be given to the aggrieved and the Union.

The Union shall have ten (10) working days from date of the receipt or due date of the answer to appeal to Step 4 and the Union shall be the only appellant to Step 4 for itself and the individual Faculty Member.

Step 4: Notice of a grievance taken or appealed to Step 4 shall be given in triplicate to the Campus President's office or the Campus Chancellor's office.

That office shall provide the Union and the University President with a receipted copy of the appeal notice.

A grievance appealed to Step 4 will be settled by arbitration under A.S.09.43.010-.180 and as provided by the Agreement. Where the Union and the University mutually agree, Steps 1, 2, and 3 may be waived and the grievance filed initially at Step 4.

Arbitration under Step 4 shall be conducted as follows:

1. The parties shall agree on a list of up to ten (10) Arbitrators to be listed in Appendix H and such list shall be binding on the Union, the University and all Faculty Members. Arbitrators may be removed from or added to the list upon mutual agreement of the Union and the University. A substitute Arbitrator may be selected from other than the pre-agreed list upon mutual agreement of the Union and the University.

In the event of arbitration, the parties will select the Arbitrator by alternately striking from the above list until one name remains. The first strike shall be decided by the flip of a coin. The name of the party remaining on the list shall be accepted as the Arbitrator of the grievance.

A hearing shall occur on the campus where the grievance is filed.

The rules of the American Arbitration Association shall govern the entire proceedings, except as otherwise provided herein.

2. The parties to the arbitration may not assert any ground or rely on any evidence not substantially similar to that advanced at Step 2 and/or 3 of the grievance procedure.
3. The Arbitrator shall limit his decision strictly to application and interpretation of the provisions of this Agreement, and he shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

4. The decision of the Arbitrator shall be accepted in good faith as final by both parties to the grievance, and both will abide by it. The decisions of the Arbitrator shall be enforceable as provided by law. The University and the Union agree that all arbitration awards shall be followed fully and immediately. If an arbitration award is questioned, it will nevertheless be complied with, subject to further adjudication.
 5. 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 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 Arbitrator's fees and expenses proportionally to the parties as judged to be equitable.
- D. The University will fund this Article of the Agreement through the Administrative budget.

ARTICLE 5

Workload

5.1 Professional Workload

The professional workload of all full-time Community College Faculty shall be fifteen (15) credit hours per semester as defined in paragraph A or B below.

- A. No more than twenty-seven (27) credit hours teaching may be assigned by the University during the academic year and the additional non-teaching workload shall be determined by the Community College Teacher in consultation with the supervisor.
- B. Twenty-four (24) credit hours of teaching may be assigned by the University during the academic year and the additional non-teaching workload shall be assigned by the supervisor, in consultation with the Community College Teacher. The assignment of non-teaching duties shall be equivalent to a three credit course which is regularly taught, previously prepared, and duplicated in a given semester. If a grievance arises over the assignment of the non-teaching duty in this paragraph, the University shall pay the Union's share of the arbitrator's cost.
- C. The teaching load may be reduced by mutual agreement between the Community College Teacher, and the University for special assignments as per Appendix F.

- D. Activities for the non-teaching part of the workload as assigned by the University may include, but are not necessarily limited to, one or two of the following activities in support of the University's educational program:
1. Curriculum development.
 2. Committee assignment.
 3. Academic advising.
 4. Community service activities.
 5. Materials development (including ABE, etc.).
 6. Joint Union-University activities.
 7. Service in elected or appointed offices in professional organizations.
 8. Service in special remedial/developmental programs for students such as learning labs.
 9. Service to recognized community college organizations, discipline clubs, advisory committees, or faculty associations.
 10. Others as jointly approved by the Community College Teacher and the University.

Other contractual assignments provided for under this Agreement shall take precedence over University assignments from the above list.

- E. Counselors, Librarians, and Learning Lab Personnel shall be available for work forty (40) hours per week, normally spread over five (5) days. Counselors will not be assigned to meet with students for more than thirty-five (35) hours per week.
- F. ABE teachers shall also work forty (40) hours per week, which will include eight (8) hours of preparation time per week.
- G. Upon written acceptance as per Appendix F by a Counselor, the University may assign the Counselor teaching duties. The Counselor's other duties (counseling and preparing) shall be reduced proportionally with the assigned teaching.

- H. Upon written acceptance as per Appendix F the University may assign a Community College Teacher to teach in the ABE Program or to perform counseling duties and may assign ABE Teachers to teach Community College courses or to perform counseling duties. Such assignments shall result in proportional reduction of the Faculty Member's other assigned duties.
- I. The option in Paragraph A above will not be exercised within any department if such exercise would subject a Community College Teacher in that department to layoff due to lack of work.
- J. Assignments that do not conform to the academic year require the agreement of the Faculty Member, University and the Union.
- K. All Appendix F alternate assignment forms will be available for inspection by Faculty Members in a central location on each campus.

5.2 Day Length, Office Hours, Meetings

- A. Community College Teachers shall not be assigned to required activities which span more than ten (10) contiguous hours per day, which are normally spread over five (5) consecutive days. Exceptions to this shall occur only when the Community College Teacher, the Union and the University agree otherwise.
- B. Community College Teachers shall have twelve (12) hours between the end of the last class on one day and the beginning of the first class on the next day.
- C. Each Community College Teacher shall keep office hours to meet the needs of the students.
- D. Occasional meetings may be scheduled by the University at times giving regard to convenience, urgency, and unavoidable conflicts in schedule. Whenever possible, notification for meetings shall be at least one week in advance. Inability to attend such meetings because of timing or unavoidable conflicts shall not be held against the Faculty Member.
- E. Participation on University committees other than as provided by this Agreement is not mandatory, and Faculty Members shall not be discriminated against for not attending such committee meetings.

5.3 Contact Hours

- A. In establishing the Community College Teacher's workload, the following contact hours and credit hour equivalencies shall apply:
 - 1. Lecture - discussion: One (1) contact hour equals one (1) credit hour equivalency.

2. Lecture - laboratory: Two (2) contact hours equal one (1) credit hour equivalency, including vocational technical labs with supervision and instruction.
 3. The Union recognizes that there are courses which will run in excess of the 1:1 and 2:1 ratios. All courses which fall in this category shall be reviewed through a process established through Article 12, Availability of Parties.
- B. One (1) contact hour is equal to fifty (50) minutes.
 - C. No Community College Teacher shall be in the classroom and/or lab for more than twenty-four (24) contact hours per week, except in the case of paid overloads.
 - D. A Faculty Member shall not be assigned specific duties to be performed on more than five (5) successive calendar days in any one (1) week.

5.4 Teaching Load and Preparation

Teaching loads in this section are limited to the regular on-going curriculum courses. Special courses are exempt from the maximum listed herein. Compensation for the special courses will be determined by mutual agreement between the Faculty Member, the Union and the University.

- A. The maximum regular number of students that a Community College Teacher shall be assigned during a semester shall be 10 students times the number of credit hours taught. Assignments that exceed the maximum regular number will be paid an overload as per 5.4 G below.
- B. Class sizes shall be consistent with the objectives of preserving an atmosphere conducive to effective teaching, learning, and achieving efficiency.
- C. The normal maximum number of preparations in any one semester shall be three. If four preparations are assigned, the overload rate, as per 5.4 G below shall commence with the 101st student.
- D. If three composition courses are assigned, the overload rate, as per 5.4 G below, shall commence with the 73rd student in the composition courses. A fourth non-composition course may be assigned.
- E. If laboratory courses are assigned, the overload rate, as per 5.4 G shall commence with the 21st student in the laboratory course.

- F. If a Community College Teacher volunteers for a 5th prep the teacher will receive three (3) extra days pay at the teacher's then current rate of pay. The student maximum for the 5th prep class shall be 30 students and the student overload rate shall start with the 31st student for that course. The teacher shall designate the course that is to be considered the 5th prep.
- G. For each occurrence of excessive student load at the third week of classes in 5.4 A, C, D, E and F above, the Faculty Member may choose overload pay at the rate of .1 credit hours per excess student enrolled. If the Faculty Member does not choose overload pay, the University may select one of the following:
1. Lab assistant or grader at the rate of .15 hours per week per excess student enrolled. Hours to be arranged by the Faculty Member.
 2. Clerical or instructional material preparation assistance at the rate of .25 hours per week per excess student enrolled. Hours to be arranged by the Faculty Member.
 3. Other support agreed to by the Faculty Member, the Union, and the University.
 4. If such assistance cannot be provided efficiently, the University may opt to pay the overload rate above.

5.5 Stacked Classes and Modular Unit Learning

- A. Modular unit learning affords the student an opportunity to select from a multitude of different classes offered during scheduled periods of time and is not to be confused with "stacked classes."

Stacked classes is the practice of conducting two separate courses requiring two separate preparations in one time slot and by one Community College Teacher.

- B. The University shall determine whether courses will be offered as "stacked classes" or as "modular units."
- C. "Stacked classes" shall have the first class with a credit hour ratio as established for the class. The second (or stacked class) shall have a credit hour ratio agreed upon by the Union, the University, and the Faculty Member not to exceed one-half (1/2) to one (1) for the stacked class.

5.6 Special Conditions for Alternate Workers

In community colleges which establish a trimester system, the following restrictions shall apply:

- A. Preparation days shall be three per trimester.
- B. Grading days shall be three per trimester.
- C. All other provisions of this Agreement shall be apportioned among the trimesters so as to equalize the work accomplished in each trimester and so as to neither increase nor decrease the amount of work required of a Faculty Member working on a semester basis.

5.7 Continuing Education Units (CEU)

Continuing Education Unit (CEU) type courses shall be paid to Faculty Members at the prevailing rate. Assignment to teach CEU type courses is at the option of the University with the consent of the Faculty Member.

5.8 Non-Traditional Instruction

- A. This clause shall be considered an "Experimental Clause" as defined in Article 2.
- B. The Union and the University recognize that in order to meet their commitments to the people of Alaska, distance learning and other non-traditional modes of learning need to be encouraged. Further, they acknowledge that the design, development, production and delivery of distance learning and non-traditional educational materials may vary widely in the time demands placed on a Faculty Member.
- C. A Non-Traditional Instruction Committee shall be created. This committee shall be composed of 3 members selected by the Union and 3 members selected by the University. Service on this committee shall be recognized as part of the Faculty Member's professional workload as outlined in Article 5.1. An additional member shall be selected by mutual agreement of the Union and the University. In this selection there shall be no prohibition against selection of a person from outside the University system.
- D. The Non-Traditional Instruction Committee shall make recommendations relative to the professional instructional equivalencies of non-traditional teaching in categories of design, redesign, development, production and presentation to include, but not limited to, the following areas:

1. Live television.
 2. Audio conference courses.
 3. Videotapes.
 4. Audio-visual materials.
 5. Print packages and modules.
 6. Computer-assisted instruction.
 7. Commercially produced T.V. courses.
- E. Determination of workload equivalencies shall be made by the Non-Traditional Instructional Committee within 30 days of the submission of a University proposal, or no less than 15 days prior to issuance of Tentative Letters of Appointment, whichever is earlier.

5.9 Cancellations

- A. The University and the Union both recognize the need for flexibility and proper planning as educational offerings are developed. In this regard, Faculty Members' courses may be cancelled after the formal notification (1.3); however, such changes will only be made as a result of unavoidable and/or unforeseen circumstances. Every effort will be made on the part of the University to establish a firm and complete assignment of duties by the dates noted in 1.3.
- B. Tentative assignments will not be altered except for changes required by circumstances over which the University has no control.
- C. Prior to a cancellation the Campus Representative and the Faculty Member shall be notified.
- D. If the University cancels a course which was part of a Faculty Member's full-time load, the following provisions shall apply:
1. Such cancellation shall not be cause for the reduction of a Faculty Member's compensation.
 2. If a Faculty Member is reassigned to an alternate class, such class shall be one the member has previously prepared, and the member shall have a reasonable time to prepare materials for class. An alternate class may be assigned for which the Faculty Member has not prepared with the Agreement of the University and the Faculty Member.

5.10 Teaching Credit Bank

- A. A Faculty Member may, with joint approval of the University and the Union, choose to have credit hours in excess of the workload as per Article 5.1 of one semester be credited against a comparable reduction of the credit hour workload of a future semester.
- B. A Faculty Member may, with the joint approval of the University and the Union, choose to have credit hours less than the workload as per Article 5.1 of one semester be added to the credit hour workload of a future semester.
- C. Faculty Members shall receive their regular salary during semesters in which they are using the credit bank.
- D. At the time Agreement is reached relative to the use of the credit bank, the Agreement shall also state the time (semester) additions to or withdrawals from the credit bank shall be made.
- E. In the event of a layoff, involuntary termination, or death, cash payment for banked credit hours in excess of the workload as per Article 5.1 shall be at the then current overload rate, or prorated Faculty Member's then current salary rate, whichever is higher.
- F. The decision of the University to grant or deny the use of the Credit Bank shall not be grievable.

ARTICLE 6

Working Conditions

6.1 Work Year

The academic year at any campus shall be according to Appendix E. The proposed academic calendar for each campus shall be available to the Campus Representative by January 3, of each year. Academic calendars shall be distributed to Faculty Members and the Union by February 1.

- A. The academic year refers to the period during which instructional programs normally are scheduled and will be the normal contract period for nine month contracts.
- B. Special programs may be offered at other times which do not conform to the academic year. The University may assign a Faculty Member to a program not conforming to the academic year. Faculty Members currently on an academic year, or more, term of appointment shall not have a reduction in the term of appointment to less than an

academic year by assignment to a special program except in the application of Section 7.4 (Layoffs and Termination). Assignment of a Faculty Member to a program not conforming to the academic year shall be subject to the grievance procedure.

- C. Faculty Members on nine month contracts shall be required to work no more than 195 days (including time off days and holidays) scheduled during 39 consecutive weeks during the contract.

6.2 Holidays

Each Faculty Member is entitled to the following designated holidays:

New Year's Day
Day before or after New Year's Day
Fur Rendezvous Friday or Good Friday or Friday of Spring Semester Recess
Memorial Day
Independence Day
Day before or after Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Day before or after Christmas Day
Additional holidays as declared by the University

- A. If a holiday falls on either Saturday or Sunday, then either the preceding Friday or the following Monday will be designated as the official holiday with pay. If Christmas or New Year's falls on Saturday or Sunday, either the preceding Friday and the following Monday or the following Monday and Tuesday will be declared as holidays for pay. The President of the University shall designate the days offices are open and closed.
- B. Each Faculty Member is eligible to be paid for official holidays that occur within the Faculty Member's contractual period.
- C. Religious holidays may be observed by Faculty Members. Advance approval must be obtained from the Faculty Member's supervisor. Leave without pay must be taken for these holidays.

6.3 Scheduling and Deadlines

- A. This will be an experimental clause.

- B. During the portion of the contract term of a Community College Teacher which is not scheduled for classroom instruction and prior to the beginning of instruction, each Community College Teacher shall be scheduled at least four (4) work days of preparation for Fall and Spring Semesters. Counselors who are teaching college courses as part of their full-time load shall have a pro-rata amount of preparation time.
- C. Community College Teachers shall be allowed seventy-two (72) hours after each final examination to submit final grades for the Fall Semester. Upon submission of all grades for the Fall Semester Community College Teachers shall be allowed personal time off until their next assigned duty day or next assigned time-off day.
- D. For the Spring Semester Community College Teachers shall be allowed five (5) uninterrupted working days (excluding Holidays) from the last day of the instructor's last examination until grades are due. Should grading be completed in less than five (5) days, the Faculty Member shall engage in other teaching-related activities.

6.4 Assignments Requiring Travel

- A. The University shall avoid making schedules and assignments which result in unreasonable distances which Faculty Members must travel between work stations to perform their duties or which result in unreasonable inconveniences in gaining access to work stations. Faculty Members required to travel between work stations that are a distance of one-fourth (1/4) mile or more apart shall be provided a minimum of thirty (30) minutes of travel time, a reserved parking area at the destination location, and normal teaching aids at the destination work station.
- B. Faculty Members shall be reimbursed for incurred mileage expenses at current mileage rates in the performance of their assignment, including travel between offices when more than one office is established, that is beyond one round trip from home to the campus. It is expected that the variety of conditions and requirements in different service areas will bear on what is reasonable in local areas.
- C. When a Faculty Member's office location is transferred at the request of the University, the Faculty Member shall receive at least fifteen (15) days notice in advance of the move. The University shall relocate the Faculty Member's office contents. Furniture and/or equipment may be provided in the new office rather than moved.

- D. Faculty Members traveling on University business by other than personal automobile, and not in violation of University policy, shall be reimbursed for actual and necessary expenses incurred by such travel.

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 eligible for reimbursement for moving expenses in accord with University policies for such reimbursement. The University shall give at least five (5) months advance notice to any Faculty Member whom it intends to transfer.

6.6 Site Visitation and Bush Courses

- A. A course taught on a site visitation basis is one taught to individuals or small groups of students at locations other than the campus/outside the local commuting area. In the case of site visitation courses taught by Community College Teachers, the pay and other conditions of the assignment shall be determined in each individual situation by joint written agreement of the Faculty Member, the Union, and the University.
- B. Individual study type courses designed for servicing the special needs of selected students, such as those in bush areas, may be developed and taught by a Community College Teacher. In such cases, the pay and other conditions of the assignment shall be determined in each individual situation by joint written agreement of the Faculty Member, the Union and the University.

6.7 Faculty Offices

- A. Where space and building design permit, the University shall provide every Faculty Member with a secure and accessible office of at least one-hundred (100) square feet or ten (10) feet by ten (10) feet per person. A secure office is one which has floor to ceiling walls and a lockable door.
- B. Where there is insufficient space for every Faculty Member to have a secure office, the University shall allocate the offices in the following order:
1. The designated Union representative.
 2. All other Faculty Members in accordance with seniority as defined in Article 3.5.

- C. As new buildings are planned, provisions for faculty office space shall be provided as necessary.
- D. Those Faculty Members who have secure offices shall continue to have secure offices (in cases where this may conflict with Paragraph 6.7B.1 above, the latter shall prevail) with the exception of short periods necessitated by construction or relocation. At such time the Faculty Member and the University shall cooperate to maintain the security of the office contents.
- E. Current offices which meet or exceed the square footage required above shall remain the same. No office shall contain more than two Faculty Members. Current offices which are substandard may continue to be used as offices until standard offices can be provided.
- F. The University agrees to request funds through the capital improvement process for the provision of secure offices for all Faculty Members. Failure of the Legislature to provide funds will not make this paragraph subject to the reopener provision of this Agreement nor does it absolve the University of the responsibility for requesting funds at the following budget submission.

6.8 Faculty Support

Through the normal budgetary process, the University shall maintain the following standards of faculty support:

- A. Secretarial support equal to four (4) hours per week per Faculty Member. Secondary assignments may be made when this will not interfere with the primary task of faculty support.
- B. One self-correcting typewriter for every ten (10) Faculty Members. The location of such typewriters shall be posted at each campus. This support will be available during operational hours.
- C. Ory copiers at each campus, Monday - Saturday, during operational hours. This support will be used only for official University purposes.

Should any improvements in technology become available to the University, the University may replace equipment listed here with such improved equipment, so long as the level of support is not thereby reduced.

6.9 Substitutes

- A. The Campus President, Campus Chancellor, or designee shall maintain a list of qualified substitute teachers. Faculty Members shall have the right to examine the list and submit names of qualified substitutes to the Member's immediate supervisor.
- B. Faculty Members who are unable to perform their duties shall provide their supervisor with the name of at least one substitute from the list of qualified substitutes who meets the minimum University qualifications for that work assignment. If the Faculty Member is unable to identify a qualified substitute, then the immediate supervisor shall be notified in sufficient time to provide a substitute.
- C. All substitutes shall meet the standards adopted by the University and shall be paid by the University.

6.10 Faculty Appointments

- A. Faculty Members from each discipline or program shall have the opportunity to recommend to the appropriate supervisory personnel specific qualifications for teaching positions within the discipline or program. The teaching faculty in the discipline or program will be represented on all screening committees for evaluating and ranking all candidates for a vacant position within the Community College Faculty. If personal interviews are conducted, Faculty Members shall be included in the interview schedule. The recommendations, evaluations, and ranking provided by the Faculty Members shall be purely for advisory and informative purposes.
- B. All terms and conditions of each appointment, including credit for previous experience shall be set forth in writing, and a copy of this Agreement shall be given to the new Faculty Member.

6.11 Governance

The University and the Union agree that faculty input through the governance structure established by the University is to be encouraged. Such service is to be voluntary and will be recognized as part of the workload established under Article 5.1 of this Agreement.

6.12 Health and Safety

- A. It shall be the policy of the University to comply with applicable laws and regulations governing safe, healthy, and sanitary working conditions prescribed by any governmental body, including the applicable provisions of the Federal Occupational Safety and Health Act.
- B. In the event of a disagreement as to the existence of an unsafe condition, the appropriate governmental agency shall be called upon to render a decision on the matter. No Faculty Member shall be required to perform duties in laboratories or work places which have been judged by the appropriate governmental agency to be unfit for further use. In such cases, the Faculty Member may at the Campus President's option be assigned other instructional-related duties for up to an equivalent of the workload unable to be performed.
- C. All safety equipment required by the University shall be furnished by the University.
- D. No Faculty Member shall be required to operate University equipment which does not conform to state safety requirements.
- E. The University shall maintain reasonable insurance coverage of no less than one million dollars for Faculty Members against public liability incurred in the performance of their work.

6.13 College Classrooms

- A. The University is solely responsible for providing classroom space for instruction.
- B. Consideration will be given to the allocation of classroom space to meet program and enrollment needs, by department whenever possible, and the scheduling of on-campus classrooms to the equipment and facilities needs of the subject areas taught. The Faculty Members shall have access to their assigned classrooms.

6.14 Professional Improvement

- A. Each Faculty Member may attend a professional conference, meeting, seminar, or workshop at least once every two years. The selection for attendance may be made by the Faculty Member, subject to the approval of the appropriate Campus President or Campus Chancellor.

8. A substitute shall be provided by the University in accordance with Section 6.9. Reimbursable expenses shall be paid by the University in accordance with University of Alaska Manual, Volume 8, Section A, Chapter 14: Traveling or Moving at University Expense, in effect on April 1, 1977.

6.15 Voluntary Transfers

- A. If a job opening occurs at a community college for which a Community College Teacher from another community college is qualified, that Community College Teacher shall have the option of transferring according to 6.15 D, E and F below, unless the transfer would violate EEO/Affirmative Action regulations.
8. If more than one Community College Teacher wishes to transfer, then the Community College Teacher with more seniority shall have first preference.
- C. In order to assure adequate notification to Community College Teachers of position openings within the bargaining unit, job announcements for such positions will be provided to the ACCFT by the campus seeking to fill such a position at the same time such positions are advertised to the public.
- D. The transfer is subject to the approval of the Campus President or Campus Chancellor on the receiving campus.
- E. Transfer applications shall occur at least forty-five (45) days prior to the first day of class in fall/spring semesters, unless both Campus Presidents or Campus Chancellors agree to waive this forty-five (45) day provision.
- F. Reimbursement for moving expenses will be for actual costs incurred up to maximum of one month's salary.

ARTICLE 7

Employment Status

7.1 Overload Employment

- A. Overloads during the regular full-time contract will be offered to Faculty Members under the following conditions:
 1. Distribution of overloads will be by department on a rotating basis starting with the most senior member. Faculty Members who teach a course will move to the bottom of the list.
 2. No additional sections will be offered to create overloads.

- 3. Consistent with other limitations in this section each Faculty Member will have first right of refusal for one course of at least three credits during each contract year.
 - 4. If an overload assignment is cancelled the Faculty Member will receive no compensation for that course, and will not be able to bump any Faculty Member.
 - 5. Such overload courses shall be paid a flat rate (no area differentials) of \$800.00 per credit hour taught.
- B. Summer assignments will be offered to Faculty Members under the following conditions:
- 1. Distribution of summer assignments will be by department on a rotating basis starting with the senior member. Faculty Members who teach a course will move to the bottom of the list.
 - 2. No additional sections will be offered to create overloads.
 - 3. Consistent with other limitations in this section each Faculty Member will have first right of refusal for two courses of at least three credits each during each summer.
 - 4. If a summer overload is cancelled, the Faculty Member will receive no compensation for that course and will not be able to bump any Faculty Member.
 - 5. Such overloads will be paid a flat rate (no area differentials) of one thousand dollars (\$1,000) per credit hour.
- C. Regular assignments that are made that result in an overload (built in overloads) shall be paid at the rate of 1/30 of the Faculty Members regular academic year salary for each credit hour.
- D. Excessive student overloads in Article 5.4 will be paid at the rate of 1/30 of the Faculty Members regular academic year salary for each credit hour.

7.2 Less Than Full-Time Employees

Any persons employed so as to qualify for the Community College Faculty (60% of full-time or more) shall be paid pro-rata on the basis of the full-time salary schedule.

7.3 Outside Employment

- A. Faculty Members may engage in outside professional work, for which they are not compensated by the University provided that such work does not interfere with the performance of their duties.
- B. No supplies or services owned or provided by the University shall be used in conjunction with such outside work.
- C. Faculty Members shall notify the recipient of such consulting services that all such services are provided by the Faculty Member in their individual capacity as an expert and not on behalf of the University.

7.4 Layoffs and Terminations

In cases of layoff or reductions in force, the University shall first seek to retain those Community College Faculty who wish to continue employment with the University by not filling existing vacancies, by attrition, or by offering available transfer opportunities. Where none of the foregoing are sufficient, the effect of the proposed faculty layoffs shall be discussed with the Union under provisions of Article 12.

- A. As used in this Agreement, termination means the ending of the employment relationship prior to the expiration of the individual employment contract of the affected Faculty Member.
- B. Termination of a Faculty Member shall be based on just cause.
- C. Layoff of a Faculty Member shall be based upon lack of funds or lack of work.
- D. In layoffs or reductions in faculty size, Community College Faculty shall be laid off in the inverse order of the seniority of the Faculty Members (i.e., the last one hired shall be the first one laid off), subject to 7.4 E below.
- E. In cases of layoff or reductions in force, the following shall apply. "Layoff" as used herein shall also mean "reduction in force."
 - 1. If the layoff is necessary in one discipline, the layoffs shall affect only Faculty Members of that discipline, and shall be made pursuant to 7.4 D above.
 - 2. If the layoffs are necessary in a program or a combination of disciplines, the layoffs shall affect only Faculty Members of that program or combination of disciplines and shall be made pursuant to 7.4 D above.

3. If the layoffs are necessary only on one campus, the layoffs shall affect only Community College Faculty teaching at that campus and shall be made pursuant to 7.4 D above.
 4. If the layoffs are necessary on a statewide basis, the layoffs shall affect all Community College Faculty statewide and shall be made pursuant to 7.4 D above.
 5. In the event of equal seniority, the University shall have the right to choose the Faculty Member who must be laid off.
 6. Community College Faculty who are laid off shall be notified of every open or anticipated faculty position in the University of Alaska. Such notification will be sent by the University to the Union for distribution to affected Faculty Members.
 7. A Faculty Member who has been laid off shall be hired for the first faculty opening for which they qualify in the University of Alaska system. In cases where two (2) or more laid-off Faculty Members qualify for and apply for a position, the last Faculty Member who was laid off, pursuant to 7.4 D above, shall be the first Faculty Member rehired.
 8. A Faculty Member who has worked for at least one full contract period and who has been laid off shall have the registration and lab fees waived at the University of Alaska to enroll in a retraining program. Self-support courses are excluded. The period of time during which a faculty Member may take courses shall be the number of years the individual has been a University employee. However, the total number of years shall not exceed five (5).
 9. All special benefits shall cease when the Faculty Member has been rehired or has found suitable employment elsewhere.
- F. Tenure is eliminated.
- G. Non-retention is eliminated.
- H. Community College Faculty hired for specific terms, such as those hired as professional development leave replacements, will be considered terminated in the application of this article without recourse at the end of the term. Termination of probationary employees shall not be appealed beyond Step 3 of the grievance procedure. The University President shall hear such grievance if it is appealed to Step 3.

Prior to the termination of a Faculty Member the University shall meet with the Union and discuss the evidence and reasons for the termination.

ARTICLE 8

Salaries and Benefits

8.1 Placement Requirements

- A. All Community College Faculty shall have the title of Community College Teacher, Community College Counselor, or Community College Librarian. The University shall not use any other title in referring to Community College Faculty.
- B. All Faculty Members are to be placed within a lane in accord with placement criteria. Review of lane movement, where indicated, is to be made annually.
- C. Vertical placement for experience based on: up to four (4) years' experience non-U/A teaching experience. College level 1-1, other acceptable teaching 1-1, journeyman level experience (beyond minimum requirements) 1-1. Experience prior to initial hire not on the journeyman level is not to be counted for placement. Only college credit counts as credit for placement except for credit earned after hire as provided in 8.1 D below. Requirements and equivalencies for columns as per Appendix A.
- D. All degrees, credit, and experience counts are to be in the subject area taught or in an acceptable subject area reasonably calculated to materially improve employee's effectiveness as an employee. "College credit" means formal college work for which semester unit credit or its equivalent is granted by an accredited institution. "Credit" means college credit or the equivalent non-college study or experience based on the following ratios: Accredited training school work of acceptable quality: 40 hours of instruction and training = 1 credit; 80 hours of acceptable on-the-job training = 1 credit; and 120 hours of acceptable unsupervised work experience = 1 credit. All future credit to be accepted for salary advancement purposes shall be proposed and approved in advance, and the Union, the University, and the Faculty Member shall sign off in advance on an agreement specifying proposed course work, study, training, or experience for salary advancement purposes.
- E. Recommendations regarding placement on the salary schedule shall be made by a joint Union - University committee to be composed of no more than two members appointed by the Union President and no more than two members appointed by the University President. This committee shall recommend placement to the appropriate University official. Decisions regarding placement on the salary schedule shall be grievable.

F. Movement on the schedule is determined as follows:

1. Initial placement is based on qualifications at the time of hire.
2. Following placement, Faculty Members may change methods for subsequent lane change only upward from methods 4 through 1 and may not change methods downward from 1 through 4. (See App. A).
3. Any shift to Lane B, C, D and E shall represent a salary increase of five (5%) per cent.
4. Advancement between lanes will be granted upon documentation by the Faculty Member that the requirements for the next lane have been met. A period of ninety (90) days from the beginning of the employee's current contract period will be allowed for submission of lane change documentation to be effective retroactively to the beginning date of the term of appointment. Any lane change documentation submitted after this period will not become effective until the next contract period.
5. Placement upon initial hire may be in the first two (2) lanes only. For each year of experience, (a maximum of four (4) years), placement upon initial hire shall be 10% of the range of the appropriate lane. Less experience will be proportionally assigned a lesser fraction of the range. It is recognized that in special cases, community colleges may wish to appoint persons with outstanding abilities who do not have the necessary formal education for entry level or appropriate placement. Examples of these areas are Native languages and the performing arts. In all such cases, persons shall not be placed below Lane A.

8.2 Salary Schedule

- A. Effective July 1, 1984 each Faculty Member shall receive 3% across the board wage increase.
- B. Effective July 1, 1985 each Faculty Member shall receive 0% across the board wage increase.
- C. Each Faculty Member on less than a twelve (12) month term of appointment shall have the option of having the salary due the Faculty Member distributed in equal installments over a nine (9), ten (10), eleven (11), or twelve (12) month period.

- D. The University shall request of the Legislature the same general wage increase for the period beginning July 1, 1986 as is requested for the rest of the University. The Union may choose instead to reopen negotiations over this Article at any time prior to July 1, 1986. Should the Union reopen, the general wage increase shall be decided solely by that negotiation process.

8.3 Area Cost of Living Differentials

The salary schedule agreed to shall be the base salary and shall apply to those Community College Faculty whose employment is in Anchorage. Faculty Members whose employment is in other locations shall receive an area cost of living differential as set forth in Appendix C.

8.4 Fringe Benefits

- A. The University shall cover all members of the Community College Faculty and their dependents under a group health plan covering medical, dental, visual, and audio benefits on the same basis as they apply to all University employees, except for the following conditions:
1. The University shall not reduce coverage during the life of this Agreement.
 2. The full premium cost of all policies shall be paid by the University for the life of this Agreement.
- B. The University shall make available to all Community College Faculty a group term life insurance program with the following coverage:
1. Community College Faculty shall be covered at twice their annual salary. The full premium cost shall be paid by the University.
 2. Community College Faculty dependents, at the member's option, shall be provided a group term life insurance program with the following conditions:
 - a. The amount of insurance must be based upon some plan precluding individual selection either by the employees, employer, or Union, and may not exceed, with respect to a spouse or child, the amount shown in the following schedule:

<u>Age of Family Member at Death</u>	<u>Maximum Amount of Insurance</u>
under 6 months	\$ 100
6 months and under two years	200
2 years and under 3 years	400
3 years and under 4 years	600
4 years and under 5 years	800
5 years and over	2,000

b. The premium cost of 8.4 B.2 a above shall be paid by the Community College Faculty who choose to participate in this provision.

3. Life insurance benefits will become effective July 1, 1980.

- C. The University shall enroll all Community College Faculty in the retirement systems. Faculty Member, who so request, shall be enrolled in deferred income plans for which they are eligible and which are provided by the University.
- D. The University will cover all Faculty Members under a hazardous insurance plan that protects them to the extent of \$50,000 or more while traveling on University business, including travel in a private vehicle.
- E. The University shall enroll all ACCFT full-time employees in group health insurance plans upon request of the ACCFT. The ACCFT shall reimburse the University the cost of the insurance provided to the ACCFT's employees.
- F. All policies provided for by this section shall be furnished all Faculty Members.

8.5 Services

- A. Parking: Community College Faculty shall be entitled to use University parking facilities or reserved spaces and shall be charged for such use on the same basis as other persons employed by the University on the respective campuses.
 - 1. The Anchorage Community College Faculty lot will remain available only for Faculty Members and in its current location. During the hours of 5:00 pm to 7:00 am, the University may make the lot available to part-time teachers through the use of time restricted access cards.

2. The Tanana Valley Community College Faculty shall be allotted reserved parking spaces at a ratio of one (1) space per one and a half (1 1/2) Faculty Members. These spaces shall be co-located with Faculty Members' work location.
- B. Faculty Lounge: The University shall provide a lounge on each campus with a count of at least thirty (30) Faculty Members in the Fall semester. The University shall continue to provide lounges on campuses which currently have designated lounges.
- C. Continuing Education: Community College Faculty shall be permitted to take three (3) credits (graduate or undergraduate) per semester without cost, excluding lab fees for travel courses. In addition, those Faculty Members not teaching full-time during any semester may take eight (8) credits (graduate or undergraduate) that semester without cost, excluding lab fees for travel courses. Spouses and dependents of Faculty Members shall be permitted to enroll full-time per semester without cost, excluding lab fees for travel courses. Registration of Faculty Members under these provisions will not be used in the determination of minimum enrollment for course cancellation by the University.
- D. Payroll: the University will establish bi-weekly paydays. If a correct paycheck is not available on the campus on payday, the University will:
 1. Rectify monetary errors in a paycheck within three (3) days.
 2. Rectify other errors by the next paycheck.
- E. Rest Areas: The University will provide rest areas when required by OSHA regulations.

8.6 Substitute Salaries

Community College Faculty may serve as substitutes, and shall be paid according to the salary schedule set forth in Appendix D.

ARTICLE 9

Leaves

9.1 Professional Development Leave

- A. A professional development leave is granted to afford an opportunity to increase the scholarship and professional development of eligible Community College Faculty and thereby

enhance the quality of their future service to the University and through it to the State of Alaska in the areas of teaching and other public service.

- B. Any Faculty Member is eligible to apply for a development leave during the fourth (4th) year of service at the University of Alaska. The development leave shall not begin until after the fourth (4th) year of service has been completed.
- C. Selection of recipients of development leave shall be based in order of priority on the benefits received by:
 - 1. The University of Alaska Community College at which the recipient is employed.
 - 2. The recipient.
 - 3. The State of Alaska.
- D. Final decision of the granting of a development leave rests with the President of the University.
- E. A Community College Committee of Development Leave shall advise the President on all applications. The committee shall be a standing committee of five (5) members of the Community College Faculty elected by Faculty Members for terms of not more than three (3) years. Terms shall be staggered so that approximately one-third (1/3) of the members of the committee shall be replaced each year. Members shall not serve consecutive terms. Approved expenses for committee members while on committee business shall be borne by the University. The five (5) member committee shall have the following specified representatives. One (1) representative for Juneau-Douglas, Sitka, and Ketchikan. One (1) representative for Kenai Peninsula, Kodiak, and Kuskokwim. One (1) representative for Tanana Valley, Northwest, Matanuska-Susitna, Chukchi, Prince William Sound, and Galena Rural Extension Center. Two (2) representatives for Anchorage.
- F. Development leave shall be granted for not more than twelve (12) months and shall be granted for less than three (3) months only in exceptional cases.
- G. The salary to be received during the development leave shall be computed on the basis of the monthly salary the recipient would receive if the Faculty Member did not go on leave. The recipient shall receive full salary up to one-half (1/2) of their regular contract period, and no additional salary for leave periods beyond.

- H. If the leave recipient secures additional funds from non-University sources for activities connected with the development leave and the funds plus the salary exceed the salary the recipient would have received in the same number of months had there been no development leave, plus justified travel expenses for the leave period, there shall be a corresponding reduction of the amount paid by the University or a corresponding repayment to the University by the recipient.
- I. A Faculty Member on a development leave is still an employee of the University for purposes of payment into the retirement funds and contributions to the group health and life insurance and similar fringe benefit programs to the extent that the leave recipient participates in them.
- J. Unless otherwise agreed in writing, the leave recipient shall return to the position which the recipient occupied before being granted the development leave. Development leave is not a break in service and the recipient is entitled to full rights and privileges of regular employment.
- K. Except in unusual, extenuating circumstances amounting to impossibility, the recipient is obligated to return to the University for further service of at least one (1) contract period. Failure of the recipient to fulfill this obligation will require the full repayment to the University of salary and benefits received from the University while on leave.
- L. A written report detailing the fulfillment of the purpose 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 through the Campus President and the appropriate Chancellor to the President of the University. This report shall be submitted within three (3) months after the completion of the Professional Development Leave. At least one (1) additional copy of this report shall be filed with the campus library.
- M. The Professional Development Leave Committee shall establish formal procedures for review of applications. These procedures shall be given to all applicants.
- N. A joint University and Union committee, two members appointed from each party, shall recommend a standard form and packet to be used for Professional Development Leave applications to be submitted to the Availability of Parties committee prior to October 1, 1984.

- O. The goals and objectives of each Campus shall be made available, upon request, to any Faculty Member by the office of the Campus President or Campus Chancellor. A copy of the goals and objectives shall be provided to the Chairman of the Professional Development Leave Committee and the ACCFT office. All goals and objectives shall be those in effect on September 1.
- P. A Faculty Member wishing to take development leave shall apply to the leave committee with a copy to applicant's immediate supervisor. The following shall be submitted.
1. Basic information showing the applicant's professional qualifications and eligibility for leave.
 2. A concise, yet detailed, description and justification of the proposed leave project including the dates of the beginning and the end of the leave, and, if applicable, of its major phases.
 3. Adequate proof that, if the leave project involves working together with other institutions or individuals, their cooperation has been secured.
 4. Specific information on applications for non-University funds or on other incomes related to or derived from activities carried out while on leave.
- Q. Applications shall be made by January 3 of the academic year preceding the one for which the leave is sought.
- R. The application shall be forwarded through normal administrative channels, with recommendations and justifications being added at each level, to the appropriate Chancellor of the University.
- S. All applications together with administrative recommendations and justifications up to and including the appropriate Chancellor shall be turned over to the Chairperson of the Professional Development Leave Committee by February 15. The Committee shall review all applications and rank them in order of merit according to the criteria listed in 9.1.C above.
- T. The committee shall make its recommendations to the President and notify applicants and appropriate Chancellors by March 7. By April 1, the President shall notify each applicant in writing of the action taken. Appropriate announcements concerning the recipients of development leave shall also be made to Community College Faculty and to the public.
- U. An application for development leave, once initiated, shall be forwarded through all steps unless withdrawn by the applicant.

- V. Development leave is granted on the basis of a specific proposal. If substantial changes in the proposed leave project become necessary while the application is being processed, the applicant shall submit such changes in writing to their immediate supervisor and the Chairperson of the Development Leave Committee. A formal reevaluation of the application may then become necessary. Should such changes occur after the leave has been granted but before the leave is actually begun, the recipient shall inform the Chairperson of the Development Leave Committee and the President. The President may then decide whether the leave should still be granted, whether the Committee's advice should be sought, or whether the Faculty Member should be asked to resubmit the application the following year. Substantial changes shall be reported by the Faculty Member to the Chairperson of the Development Leave Committee who shall inform the appropriate Chancellor and the President. Substantial changes in the development leave program which the committee finds to be unjustifiable shall require the full repayment to the University of salary and benefits received from the University while on leave.
- W. Professional development leave shall be provided to 5% of the Community College Faculty annually subject to the Legislature providing sufficient funding. This figure shall be computed on the basis of the Community College Faculty employed as of the pay period covering January 3.

9.2 Leave of Absence

- A. Leave of absence may be granted for a variety of purposes. The justification and merit of an application for such leave shall be assessed in each individual case. Final decision on the granting of a leave of absence rests with the appropriate chancellor.
- B. Leave of absence may be granted for periods not exceeding one (1) year, and extended for not more than one (1) additional year.
- C. The leave recipient shall not receive any salary from the University while on leave.
- D. The University shall not continue its contributions to the Teachers' Retirement fund nor to the group health and life insurance programs. The leave recipient may, however, himself continue health and life insurance coverage by arranging for separate payment with the Payroll Department.
- E. Unless otherwise agreed in writing, the leave recipient shall return to a position comparable to that which they occupied before they left.

- F. One wishing to take leave of absence shall apply to the 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 this decision. Notification shall also be sent to the President of the University.
- G. The applicant may withdraw the application for leave of absence only prior to the making of a moral or legal commitment by the University, or change of position by the University in reliance on the application.

9.3 Time Off

- A. During the period of time when classes are not in session, nine (9) month employees will receive fifteen (15) days time off, and twelve (12) month employees will receive twenty (20) days time off.
- B. Community College Faculty whose assignments do not conform to the regular calendar shall be entitled to comparable time off days to those whose assignments conform to the regular calendar.
- C. During the remainder of days when classes are not in session, Faculty Members shall engage in teaching related activities. However, the parties agree that this provision neither increases nor decreases the existing workload.

9.4 Other Leaves

- A. Temporary Disability Leave Accumulation
 - 1. Temporary disability leave is earned, accumulated, and used by eligible employees within the current pay period.
 - 2. Community College Faculty, including professional employees on academic year appointments, earn one and one-fourth (1 1/4) day for each month worked. No leave is earned on overload assignments or by 9 month Faculty Members during summer assignments.
 - 3. No leave is earned during a suspension, development leave, or leave without pay.
 - 4. A Faculty Member transferring within the University system retains the temporary disability leave accumulation.

5. At termination, all temporary disability leave accumulations are lost except that accumulations are reinstated after re-employment for:
 - a. Reinstatements within three (3) years after layoffs.
 - b. Return after military leave of absence (as provided in Paragraph 9.4 E of the Military Leave without Pay Policy).

B. Disability Leave Use

1. The use of temporary disability leave requires the approval of the Faculty Member's immediate supervisor (see reporting requirements Paragraph 9.4 B.15).
2. Temporary disability leave is not to be used in advance of accrual.
3. Leave taken for temporary disability which is in excess of the accumulated temporary disability leave is charged against the employee's time off or as absence without pay.
4. A person on temporary disability leave is not charged with temporary disability leave during a holiday or a regular day off.
5. Unused temporary disability leave may be used to supplement compensation in lieu of wages paid under provisions of the Workmen's Compensation Insurance program.
6. Temporary disability leave can be taken in increments of one (1) hour.
7. Temporary disability leave is leave which is used by the employee for:
 - a. An illness, temporary disability, injury, or other medical condition.
 - b. A medical appointment with a physician, dentist, optometrist, chiropractor, or osteopath.
 - c. Avoidance of passing on a contagious disease.
 - d. Childbirth by the Faculty Member.

- e. Infant adoption by the Faculty Member in the cases where the process of adoption requires the employee's absence from work.
 - f. Situations covered by Subparagraphs (8) and (9) below.
8. Temporary disability leave may be used when an emergency disability of a member of the immediate family requires attendance of the Faculty Member. The following restrictions apply to such use:
- a. The immediate family consists of a dependent as defined in Article 2.
 - b. The family member's medical appointments are not considered an emergency unless the member does not have the ability to keep the appointment without aid.
 - c. The maximum number of days of paid temporary disability leave permitted for a family member's emergency incapacity is five (5) normal work days per occurrence with a maximum of four (4) occurrences per fiscal year.
 - d. During absence for a family member's emergency illness, time off or absence without pay is charged until a doctor's certificate is submitted.
 - e. Temporary disability leave for emergency disability of a member of the immediate family may include "paternity leave" by a Faculty Member.
9. Temporary disability leave may be used to administer or attend a funeral. The eligibility rules are as follows:
- a. The leave must be arranged with the employee's department head and/or supervisor who determines the allowance based on relationship of the employee and deceased and the distance to be traveled.
 - b. Leave used to administer a funeral is limited to the funeral of the Faculty Member's dependents as defined in Article 2.
 - c. The maximum temporary disability leave permitted for the funeral of a member of the employee's immediate family is up to five (5) consecutive work days. Five (5) additional consecutive days may be requested time off if the need for additional time is required.

- d. Up to one (1) work day plus reasonable travel is the limit of temporary disability leave to attend the funeral of a relative not in the immediate family.
 - e. For the death of an employee, the Faculty Member may attend. Up to one-half (1/2) of a day of disability leave is permitted.
10. Temporary disability leave may be taken as terminal leave only in the event that the Faculty Member is on Disability leave status when it is determined that the Faculty Member will not be able to return to work and the person's employment must be terminated.
11. Temporary disability leave is paid at the Faculty Member's regular rate of pay effective for the time period for which temporary disability leave payments are made.
12. Full payment for accumulated temporary disability leave is made to beneficiaries in case of the death of an employee while employed by the University. The University shall make payment for up to thirty (30) days upon retirement of the Faculty Member. Payment shall be made at the Faculty Member's final base pay rate.
13. Temporary disability leave payments are discontinued immediately upon:
- a. A Faculty Member's return to work status; or
 - b. Determination by the Faculty Member's supervisor or department head with professional medical advice that the Faculty Member is able to return to work; or
 - c. When the Faculty Member is eligible and qualified for disability retirement under the Employee's Retirement fund or Social Security; or
 - d. Exhaustion of earned temporary disability leave (see Paragraph 9.4 b.3).
14. Temporary disability leave requests which are not covered by Article 9.4 and which are request for special consideration are to be submitted through the department head to the Statewide Personnel Office. The Personnel Office, after evaluation, forwards its recommendations to the Vice President for Finance and Comptroller for final determination.

15. To qualify for temporary disability leave benefits, the employee is required to make proper notifications:
- a. The employee who is absent because of illness must notify or have others notify the supervisor or department head within the first half of the normally scheduled work day. Failure to notify may result in failure to grant pay for temporary disability leave. The immediate supervisor or department head decides if the circumstances justify a waiver.
 - b. 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 temporary disability.
 - c. For temporary disability of more than three (3) working days, employees are to provide to supervisors or department heads statements or certificates from the employee's physician as proof of need for temporary disability leave. The employee is also to provide a statement or certificate as proof that the employee is capable of returning to work. The supervisor or department head may exercise discretion to accept other evidence in lieu of either or both of these requirements.
 - d. During extended periods of temporary disability leave with pay, i.e., normally after two (2) biweekly pay periods or one (1) month, the employee will provide to supervisors or department heads statements at regular intervals from the employee's physician stating the condition of the employee with regard to availability for return to work status.
 - e. For all temporary disability leave due to emergency sickness or disability in the employee's immediate family for which temporary disability leave could be granted (see Paragraph 9.4 B.8) annual leave or absence without pay is charged until the employee submits a doctor's certificate. When the certificate is submitted, the initial charge is changed to temporary disability leave. The supervisor or department head may exercise discretion to accept other evidence in lieu of the certificate.
 - f. During temporary disability 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 temporary disability.

16. It is the policy of the University to recognize alcoholism and drug abuse as treatable diseases. Therefore, any employee suffering from alcoholism or drug abuse will receive the same consideration that is presently extended to employees having other illness.

C. Disability Leave Bank

1. The ACCFT and the University agree that a Disability Leave Bank shall be established.
2. All Community College Faculty who have completed one (1) year of employment (one (1) academic year) with the University of Alaska system shall participate in the Disability Leave Bank.
3. Each Faculty Member shall contribute two (2) days of that Faculty Member's disability leave days in the first month of eligibility.
 - a. Participating Faculty Members shall contribute one (1) day each September to the disability Leave Bank after initial contribution.
 - b. Thereafter, Faculty Members having more than four (4) days accumulated disability leave shall contribute two (2) days each time the bank is depleted.
4. A Faculty Member may withdraw disability leave days from the Disability Leave Bank immediately upon depletion of that Faculty Member's personal disability leave.
5. A Faculty Member may withdraw a maximum of ninety (90) days for any one (1) disability or complications therefrom.
6. A Faculty Member withdrawing disability leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.
7. The ACCFT shall appoint a five (5) person committee to develop recommended policies for the administration of the Disability Leave Bank to the President of the University. The ACCFT shall review policies annually and recommend, if necessary, changes to the policy. The Disability Leave Bank shall be administered by the University.

D. Jury Duty Leave

1. In order that the Community College Faculty may equitably fulfill their civic responsibility as competent and reliable jurors or witnesses, Faculty Members are granted leave of absence without loss of time or pay for these purposes.
 - a. Definition: Jury duty or duty as a court witness is that service and time spent away from University employment as a result of a subpoena issued by a court.
 - b. Regulations:
 - (1) Immediate supervisors are authorized to grant jury duty leave upon the presentation of a subpoena by the Faculty Member. Record of the absence for this purpose will be maintained and reported as other leave with pay.
 - (2) It is the responsibility of the Faculty Member to keep their supervisor informed to the best of their knowledge and ability of the anticipated time to be spent away from the job for this purpose.
 - (3) The regular rate of pay will continue to be paid during such leave of absence.
 - (4) Any pay received by the employee from the court system for service on jury duty or as court witness duty shall be paid over to the University to offset part of the cost of this leave with pay benefit.
- E. Military Leave Without Pay. A permanent employee of the University is entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and is entitled to the reemployment benefits granted under Section 9 of the Universal Military Training and Service Act, as amended, 50 U.S.C. Section 459. process of adoption requires the employee's absence from work.

ARTICLE 10

Union Rights

10.1 Agency Shop

- A. Except as provided herein, all Community College Faculty 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 members of the Community College Faculty.
- B. Except as provided herein, all Community College Faculty 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.
- C. The Union is entitled to collect a service fee or dues from each Faculty Member under the appropriate circumstances as of August 5, 1974 (the date the Union was officially certified the collective bargaining agent).

10.2 Check-off

- A. The University agrees to deduct the service fee of the Union from the pay of those Community College Faculty 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 contract. 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 ACCFT shall provide a Deduction Authorization Form to the University which shall be used by the University for all Community College Faculty.

10.3 ACCFT Campus Representative

- A. If the Union representative becomes subject to disciplinary action of any nature, then the appropriate senior Union representative will be so notified and will together with the appropriate 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 and maintain that list's currency (includes names, official addresses, and phone numbers).
- D. Substitutes will be provided for an ACCFT 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. ACCFT 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 Community College Faculty 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 Community College Faculty shall have this activity fulfill their non-teaching assignment.
 3. Non-teaching Faculty Members shall have their workload reduced commensurately.

10.4 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. Room K-201 or K-203 on the Anchorage Community College campus is specifically reserved for the ACCFT on the first Friday of each month for ACCFT Community College Faculty meetings. The meeting room may be changed by mutual agreement of the ACCFT President and ACC Campus Chancellor.

- 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 exclusively for the posting of official Union notices at each Community College.
- D. University support services shall be provided ACCFT on the same basis as any other campus organization.

10.5 Union Office Space

The University will provide as an unfurnished office in Building K, Room 206B or equivalent, with heat, lights, power, and two (2) telephone stations to the Union.

10.6 Released Time

- A. The Union President shall receive a release of six (6) credit hours or equivalent. The Union President's employment contract may at the Union's option be reduced by an additional six (6) credit hours or equivalent without prejudice.
- B. The Union Treasurer's employment contract may at the Union's option be reduced by three (3) credit hours or equivalent without prejudice.
- C. The Union Salary Placement Committee Chairperson's employment contract shall receive a release of three (3) credit hours or equivalent without prejudice.
- D. The Statewide Grievance Chairperson shall receive a release of six (6) credit hours or equivalent without prejudice.
- E. The Union shall receive four (4) three (3) credit hour or equivalent releases for use in conducting business under Article 12.
- F. The Union shall notify the University at least sixty (60) days prior to the beginning of a semester as to the Faculty Members to receive releases.
- G. Faculty Members assigned to the above positions shall also fulfill the non-teaching assignment identified in Article 5.1.

ARTICLE 11

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 12

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 such a meeting will be scheduled within five (5) working days from the time such notice or request is given.

ARTICLE 13

Scope and Interpretation

13.1 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 Community College Faculty.
- B. The University shall make no change of policy, regulations or rule conflicting with matters in this Agreement during the period that this Agreement is in force, except through agreement with the Union.

13.2 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:

1. 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 Community College Faculty, retain employees in positions, 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).
2. Where a goal, purpose, function, or policy is provided for expressly elsewhere in this Agreement, such provision shall control over the preceding paragraph.
3. No Community College Faculty may be assigned work against their will which disqualifies them from the Community College Faculty.

13.3 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 in 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.

13.4 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 shall continue in full force and effect. The preceding sentence shall not be so construed as to create any remedy for the University, the Union, or any other party.

- 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.

- C. If the parties are unable to agree on the proposed amendments, then the matter at issue shall be submitted to mediation, and if the parties are thereafter unable to agree, the matter shall then proceed to arbitration in the matter provided by Step 4 of the grievance procedure.

13.5 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 12. 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 and actively support 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.

APPENDIX A: PLACEMENT

LANE CRITERIA	LANE A	LANE B	LANE C	LANE D	LANE E
Method 1	Bachelors + 18 credits	Bachelors + 36 or Masters	Bachelors + 54 with Masters and 5 yrs. experience (1 yr. exp. within U. A.)	Bachelors + 72 with Masters and 8 yrs. experience (3 yrs. exp. within U. A.)	Bachelors + 90 with Masters or earned Doctorate and 10 yrs. experience (5 yrs. exp. within U. A.)
Method 2	Associate + 12 and 2 yrs. journeyman experience	Bachelors + 3 yrs. exp. (incl. 2 yrs. at journeyman level)	Bachelors + 12 and 6 yrs. exp. (incl. 3 yrs. at journeyman level, 1 yr. exp. within U. A.)	Bachelors + 36 or Masters and 10 yrs. exp. (incl. 5 yrs. at journeyman level, 3 yrs. exp. within U. A.)	Bachelors + 54 with Masters or earned Doctorate, 15 yrs. exp. (incl. 6 yrs. at journeyman level, 5 yrs. exp. within U. A.)
Method 3	36 credits and 4 yrs. journeyman experience	Associate + 30 and 5 yrs. exp. (incl. 2 yrs. at journeyman level)	Associate + 48 and 8 yrs. exp. (incl. 4 yrs. at journeyman level, 1 yr. exp. within U. A.)	Bachelors + 12 and 12 yrs. exp. (incl. 6 yrs. at journeyman level, 3 yrs. exp. within U. A.)	
Method 4	Journeyman training and 5 yrs. exp. at journeyman level or State Certificate	Journeyman training and 8 yrs. exp. (incl. 5 yrs. at journeyman level)			

I-V

APPENDIX B

Salary Schedule

JULY 1, 1984 TO JUNE 30, 1985

RANGE	BEGINNING	END
LANE A	\$ 2,901.38	\$ 4,061.93
LANE B	\$ 3,046.45	\$ 4,497.14
LANE C	\$ 3,191.52	\$ 4,932.34
LANE D	\$ 3,336.58	\$ 5,657.59
LANE E	\$ 3,481.65	\$ 6,383.03

JULY 1, 1985 TO JUNE 30, 1986

RANGE	BEGINNING	END
LANE A	\$ 3,075.46	\$ 4,305.65
LANE B	\$ 3,229.24	\$ 4,766.96
LANE C	\$ 3,383.01	\$ 5,228.28
LANE D	\$ 3,536.78	\$ 5,997.04
LANE E	\$ 3,690.55	\$ 6,766.02

APPENDIX C

Area Cost of Living Differentials

Cost of Living Differential will be applied to the base salary schedule Appendix (B) for campus areas as detailed below:

(Campus)	Step 0 (Column A)
Anchorage	100
Galena	140
Juneau-Douglas	100
Kenai Peninsula	110
Ketchikan	100
Kodiak	115
Kotzebue	140
Kuskokwim	140
Matanuska-Susitna	100
Northwest	140
Sitka	105
Tanana Valley	110
Valdez	115

APPENDIX D

Substitute Salaries

At the 1:1 ratio	\$50.00 per class hour
At the 2:1 ratio	\$35.00 per class hour
At greater than the 2:1 ratio	\$20.00 per class hour

APPENDIX E

Academic Calendar

The academic calendar for each community college shall be as follows:

Tentative Letter of Appointment

Finalized Letter of Appointment

Summer Semester Beginning Date

Holidays Summer Semester

Summer Grading Days

Summer Semester Ending Date

Fall Semester Beginning Date

Preparation Days

Holidays

Grading Days

Ending Date

Spring Semester Beginning Date

Preparation Days

Holidays

Grading Days

Ending Date

APPENDIX F

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

Supervisor

Date

5/1/84

68.

APPENDIX G-1

All of the following terms shall appear in any statement of Appraisal Rating Standards:

COMMUNITY COLLEGE FACULTY APPRAISAL SYSTEM APPRAISAL RATING STANDARDS

- 4-SUPERIOR: A standard of performance which leaves little of any consequence to be improved.
- 3-EXCELLENT: A standard of performance above the average and meeting all normal requirements of the position.
- 2-COMPETENT: A standard of performance regarded as the norm for the position.
- 1-ACCEPTABLE: A standard of performance below the normal requirements of the position but one that may be regarded as marginally or temporarily acceptable.
- 0-INADEQUATE: A standard of performance regarded as unacceptable for the position involved.
- N-NOT KNOWN: Insufficient personal knowledge to make an accurate rating
- X-NOT APPLICABLE

APPENDIX G-2

All of the following terms shall appear in any Course Appraisal Form:

COMMUNITY COLLEGE FACULTY APPRAISAL SYSTEM COURSE APPRAISAL FORM

Teacher _____ Course Number _____

Your thoughtful answers to these questions will provide helpful information to your Teacher, and to the College.

4-SUPERIOR 3-EXCELLENT 2-COMPETENT 1-ACCEPTABLE 0-INADEQUATE X-NOT APPLICABLE N-NOT KNOWN. PLEASE REFER TO BACK OF SHEET FOR DEFINITIONS.

COURSE

- ___ 1. The Teacher distributed a course outline which clearly identified the course material.
- ___ 2. This course seems to be well organized.
- ___ 3. The Teacher clearly explained the grading requirements of this course.
- ___ 4. The Teacher clearly described the work required of students.
- ___ 5. The Teacher met and dismissed class at scheduled times.
- ___ 6. Laboratory sessions were coordinated with lectures and class discussions.

PRESENTATION

- ___ 7. The Teacher seemed knowledgeable about the subject matter.
- ___ 8. The Teacher seemed enthusiastic about the subject matter.
- ___ 9. The Teacher explained course material clearly.
- ___ 10. The Teacher answered student questions clearly.
- ___ 11. The teacher encouraged students to express themselves freely and openly.
- ___ 12. The Teacher seemed interested in students' progress.
- ___ 13. The Teacher seemed interested in stimulating students' intellectual effort.
- ___ 14. The Teacher presented material in a manner which aided student learning.
- ___ 15. The Teacher was available to provide assistance to students.

EXAMINATIONS

- ___ 16. Examination questions were related to the course materials.
- ___ 17. Examinations were returned promptly.
- ___ 18. Examinations were graded fairly and impartially.

APPENDIX G-2 (continued)

SATISFACTION

- ___ 19. This course has taught me a great deal about the subject matter.
- ___ 20. This course has caused me to want to take another course from this Teacher.
- ___ 21. Overall, I would rate this course as:

Please use the back of this sheet to write a brief statement summarizing your evaluation of this course.

(APPENDIX G: APPRAISAL RATING STANDARDS SHALL BE PRINTED ON THE REVERSE SIDE OF EACH COURSE EVALUATION FORM)

APPENDIX G-3

All of the following terms shall appear in any Class Visitation Appraisal form:

COMMUNITY COLLEGE FACULTY APPRAISAL SYSTEM CLASS VISITATION APPRAISAL FORM

Class visitations shall be preceded by a conference between the Faculty Member and supervisor to discuss the class visitation process. A conference to review the Class Visitation Appraisal Form will be held within two weeks following the class visitation.

The class visitation appraisal which follows reflects the supervisor's appraisal of one class session, and only reflects the supervisor's observations of that particular class session.

Name _____ Date of visit _____

Course & Section _____ Time _____

I. NUMERICAL CLASS VISITATION APPRAISAL

4-SUPERIOR 3 EXCELLENT 2-COMPETENT 1-ACCEPTABLE 0-INADEQUATE X-NOT APPLICABLE N-NOT KNOWN. FOR DEFINITION OF TERMS REFER TO APPENDIX G-1, APPRAISAL RATING STANDARDS

- ___ 1. The method of instruction was appropriate for the material being presented.
- ___ 2. The Teacher was well prepared for the class session.
- ___ 3. The Teacher communicated effectively with the students.
- ___ 4. Students participated appropriately for the materials being presented.
- ___ 5. The Teacher responded effectively to the students.
- ___ 6. Support materials (media, manuals, equipment, etc.) were appropriately and effectively utilized.
- ___ 7. The overall appraisal of the Teacher's performance during this class visitation was:

II. NARRATIVE CLASS VISITATION APPRAISAL

In narrative form, describe the Teacher's performance in each category (1-6) above which requires further explanation.

APPENDIX G-3 (continued)

III. NARRATIVE CLASS VISITATION APPRAISAL SUMMARY

In narrative form, describe the Teacher's overall appraisal rating (7) above. (Appraiser may refer to overall strengths, weaknesses, and recommended areas of improvement.)

Supervisor's Signature

Date

Faculty Member's Signature

Date

The Faculty Member's signature acknowledges review and receipt of this Community College Appraisal System Form, and does not constitute agreement.

APPENDIX G-4

All of the following terms shall appear in any Teacher Appraisal Form:

COMMUNITY COLLEGE FACULTY APPRAISAL SYSTEM
COMMUNITY COLLEGE TEACHER APPRAISAL FORM

Name _____ Date _____

I. NUMERICAL TEACHER APPRAISAL RATING

4-SUPERIOR 3-EXCELLENT 2-COMPETENT 1-ACCEPTABLE 0-INADEQUATE X-NOT
APPLICABLE N-NOT KNOWN. FOR DEFINITION OF TERMS REFER TO APPENDIX G-1,
APPRAISAL RATING STANDARDS

RATING APPRAISAL CRITERIA ATTACHED DOCUMENTATION

- ___ 1. Demonstrates the use of clear and concise course organization.
- ___ 2. Maintains updated course materials which clearly establish the direction of courses offered.
- ___ 3. Establishes clear and concise performance standards and course requirements, i.e. exams, assignments, and grades.
- ___ 4. Adheres to course organization and standards.
- ___ 5. Demonstrates ability in preparation of lectures, and course materials.
- ___ 6. Demonstrates understanding and responsiveness to individual student differences and needs.
- ___ 7. Is readily accessible to students.
- ___ 8. Presents course materials in an understandable manner, i.e. clear lectures, written materials, and visuals.
- ___ 9. Methods used to present materials are appropriate and effective.

APPENDIX G-4 (continued)

- ___ 10. Uses teaching tools and aids effectively.
- ___ 11. Meets classes regularly and on time.
- ___ 12. Contributes to Discipline/Department/-
Division through committee activities
and other assignments.
- ___ 13. Maintains currency in professional field.
- ___ 14. Overall appraisal rating.

II. NARRATIVE TEACHER APPRAISAL

In narrative form, describe the Teacher's performance in each category (1-13) above which requires further explanation.

III. NARRATIVE TEACHER APPRAISAL SUMMARY

In narrative form, describe the Teacher's overall appraisal rating (14) above. (Appraiser may refer to overall strengths, weaknesses, and recommended areas of improvement.)

Supervisor's Signature

Date

Faculty Member's Signature

Date

The Faculty Member's signature acknowledges review and receipt of this Community College Appraisal System Form, and does not constitute agreement.

APPENDIX G-5

All of the following terms shall appear in any Counselor and Librarian Appraisal Form:

COMMUNITY COLLEGE FACULTY APPRAISAL SYSTEM
COUNSELOR AND LIBRARIAN APPRAISAL FORM

Name _____ Date _____

Job Title _____

4-SUPERIOR 3-EXCELLENT 2-COMPETENT 1-ACCEPTABLE 0-INADEQUATE
X-NOT APPLICABLE N-NOT KNOWN FOR DEFINITION OF TERMS REFER TO
APPENDIX G-1, APPRAISAL RATING STANDARDS

Overall Numerical Rating ____.

In narrative form, describe the Faculty Member's performance:

Strengths

Weaknesses (Optional)

Recommended Areas of Improvement (Optional)

Supervisor's Signature Date

Faculty Member's Signature Date

The Faculty Member's signature acknowledges review and receipt of this Community College Appraisal System Form, and does not constitute agreement.

APPENDIX G-6

All of the following terms shall appear in any Action Plan:

COMMUNITY COLLEGE FACULTY APPRAISAL SYSTEM
ACTION PLAN

This Action Plan is to be completed for all Community College Faculty rated less than "Competent". All Action Plans shall incorporate a scheduled reappraisal date which will reflect the earliest opportunity for reappraisal which may be reasonably calculated to provide for improvement verification. The Action Plan shall include the supervisor's plan of action to assist the Faculty Member's improvement (if any).

Name _____ Date _____

Last Appraisal Date _____

Scheduled Reappraisal Date _____

Areas In Need of Improvement

Action Plan

Tentative Goals

Supervisor's Signature _____ Date _____

Faculty Member's Statement:

I have had the opportunity to discuss my contractual rights with a representative of the ACCFT, and to be represented by the Union in the development of this plan. I further recognize my individual right to file a grievance over the appraisal which gives rise to this Action Plan and thereby stay the implementation of this remediation. I choose instead to agree to the terms of this Action Plan.

Faculty Member's Signature _____ Date _____

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APPENDIX H

List of Arbitrators

Tom Levak
Allan Krebs
Gary Axon
Don Oison
Mike De Grasse
Tim Bornstein
Joseph Garbarino
Paul D. Jackson
Cornelius J. Peck
John H. Abernathy

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Signed this 27th day of April, 1984

For the ACCFT

John D. Nelson

John D. Nelson
Spokesperson

Don Mohr

Don Mohr
Spokesperson

Ralph McGrath

Ralph McGrath
Negotiator

Sylvia Orr

Sylvia Orr
Negotiator

For the University of Alaska

Evan G. Johnson

Evan G. Johnson
Spokesperson

William F. Blachman

William Blachman
Negotiator

Carol Hagel

Carol Hagel
Negotiator

Phillip M. Slattery

Phillip Slattery
Negotiator

For the Department of Administration

Approved:

Marvin D. Hennen

Marvin D. Hennen
Spokesperson

Lisa Rudd

Lisa Rudd
Commissioner

ERIC Clearinghouse for
Junior Colleges -

JUL 01 1988