

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.01 - Uniform Personnel System

P04.01.010. Human Resources Mission Statement.

The statewide office of human resources and the regional human resources offices contribute to the university's missions of teaching, research and public service by providing benefits and services that help to attract, motivate and retain a talented, committed, and diverse workforce. To encourage excellence, the statewide office promotes fair treatment, provides for continuing opportunities for training and development, values and recognizes productivity and achievement, and respects the worth and dignity of all individuals who comprise the university's workforce. The statewide office is established to provide services that enhance productivity through human resource management within the university by developing and implementing programs and services to meet institutional needs; and will propose and maintain university regulation and procedures governing employee relations consistent with the university's goals.

(06-20-97)

P04.01.020. Nondiscrimination Statement.

In accordance with federal and state law, illegal discrimination in employment against any individual because of race, color, religion, national origin, age, sex, veteran status, physical or mental disability, marital status or changes in marital status, pregnancy or parenthood is prohibited. Decisions affecting an individual's employment will be based on the individual's qualifications, abilities and performance, as appropriate.

(11-19-99) *See also BL15.*

P04.01.030. System Establishment and Maintenance.

Criteria for the establishment and maintenance of the university uniform personnel system will be established by university regulation.

(08-19-94)

P04.01.050. Types of Employment.

- A. Officers of the University and Senior Administrators. The president will designate by university regulation those positions to be placed in the Officers of the University and Senior Administrators category.
- B. Faculty. Faculty positions are defined in P04.04.030.
- C. Staff. Staff positions are designated exempt or nonexempt in accordance with the Fair Labor Standards Act.
- D. Casual Labor. Casual labor is nonexempt temporary employment on an emergency basis.
- E. Student Employment. Student employment is nonexempt, temporary employment.

(06-06-07)

P04.01.055. Termination.

- A. At-will employment is an employment relationship that either the employee or the university may terminate at any time for any reason or no reason with such notice as may be required by regents'

policy and university regulation. The processes contained in R04.01.050 are the exclusive review procedures available for all terminations of at-will employees.

- B. Temporary, extended temporary, adjunct, student, casual labor, regular new hire probationary employees and those positions designated by the president as officers and senior administrators of the university are employed at-will. A new employee in a regular position, including an individual with a break in university service greater than 10 business days, is also considered at-will for the duration of the probationary status.
- C. Employment not established as at-will entitles the employee to such notice and appeal processes as specified by regents' policy and university regulation.

(06-06-07)

P04.01.060. Contents of Personnel Files.

The information to be contained in the official personnel records of the university will be established by university regulation. These records will be maintained at the employee's MAU human resources office, or at such place or places as specified at the employee's MAU human resources office.

(08-19-94)

P04.01.061. Access to Personnel Files.

An employee will have the right to examine the employee's official personnel file at any time during normal business hours upon submission of advance written request to the MAU human resources office. An employee will have the right to a copy of the employee's own file upon submission of advance written request to the regional human resources office.

(06-20-97)

P04.01.062. Confidentiality of Personnel Records.

- A. Dates of present and past employment with the university, position title, type of employment, campus, and salary are public information. The university adopts the policy of AS 39.25.080 so that all other personnel records, including but not limited to applications, leave records, home address and telephone number, performance evaluations and disciplinary matters, relating to any past or present employee of the university are not public records and are not accessible by the public. Personnel records will be released only under the following circumstances:
 - 1. upon receipt of written authorization from the employee, former employee, or applicant, as directed in the authorization;
 - 2. to the employee's supervisors and to university supervisors to whom the employee or former employee has applied for promotion, transfer or rehire;
 - 3. to a state agency authorized by statute to review such university documents upon receipt of a subpoena issued by a competent authority and upon execution of an agreement that confidential information will not be made public;
 - 4. upon receipt of an order of a court of competent jurisdiction;
 - 5. for internal university operations, to persons having a need to know as determined by the regional personnel officer or the custodian of the record.
- B. A request not covered by A.1-5 of this section will be addressed to the MAU human resources director. The MAU human resources director or designee shall review the request and may approve the release if that release is in the best interest of the university and can be accomplished without violation of the employee's, former employee's, or applicant's right to privacy.
- C. Notwithstanding the provisions of this section, a supervisor or human resources office may disclose information about the job performance of an employee or former employee to a

prospective employer upon request. Any information provided must be given in good faith and must be factual.

(06-20-97)

UNIVERSITY REGULATION
PART IV – HUMAN RESOURCES
Chapter 04.01 - Uniform Personnel System

R04.01.030. System Establishment and Maintenance

The Statewide Office of Human Resources will have overall responsibility for coordination and maintenance of a uniform personnel system, and is empowered to review actions taken and to enforce compliance with policy or regulation.

(08-19-94)

R04.01.050. Types of Employment

A. At-Will Employment

At-will employment is employment that is designated as at-will in Regents' Policy, University Regulation, or in a written employment contract.

Employment designated as at-will employment may be terminated for any reason not prohibited by law or for no reason. In the event of a decision to terminate at-will employment, the supervisor will provide the employee with a written notice of termination. The notice need not state any reasons for the termination.

The university may elect to give pay in lieu of all or any portion of any notice period that may be required. If such an election is made at the time notice is given, the notice should state such election. Directives and/or instructions related to the termination or the university's expectations of the employee during any remaining term of employment may be included in the notice or stated orally or in a separate writing.

Complaints or disputes related to dismissal of probationary or other at-will employees are not subject to any grievance procedure and will be addressed as set forth below:

1. The employee will submit a statement of all reasons for questioning the validity of or motivation for the at-will termination, and such supporting evidence as the employee deems appropriate, to the director of the human resources office at the major administrative unit.
2. The director, designee, or in appropriate cases a substitute (hereafter referred to as director) may decide the issues raised on the basis of the materials submitted. The director is never obligated to provide for a different procedure, but may elect to do so with respect to some or all of the issues raised, by creating a new procedure, or by adopting or by modifying an existing procedure.
3. In the event that the matter is not decided on the basis of the materials submitted, the director or designee will inform the employee in writing of the procedure to be followed.
4. At the conclusion or expiration of all available steps in the process that is followed, the employee will be advised in writing of the final decision of the University. In most cases it will be sufficient that the final decision state:

“This decision is the final decision of the University. Any appeal of this

decision must be filed with the Superior Court for the State of Alaska within 30 calendar days of the date of this decision pursuant to Alaska Rule of Appellate Procedure 602.”

B. For Cause Employment

The University designates employment not established as at-will to be for cause. For cause employment entitles the employee to notice and appeal processes as follows:

1. In the event the University decides to pursue a for cause termination of employment, the supervisor will provide the employee with a written statement of the reason(s) for the planned action and a statement of the evidence supporting the reason(s) for the planned action. The procedure set forth in University Regulation 04.08.080 shall be followed, and notice of the employee’s right to request a hearing in accordance with that procedure will be given at the time the employee is notified of the University’s intention to initiate a termination for cause.

2. In the event of layoff, non-retention, or financial exigency the supervisor shall provide notice of termination as set forth in the applicable Regents’ Policy and/or University Regulation. Review shall be set forth in the Regent’s Policy or University Regulation applicable to the particular type of termination.

Where the applicable Regents’ Policy or University Regulation does not specify a review process, e.g., Regulation 04.07.100 – Nonretention, the grievance process set forth in University Regulation 04.08.070 shall apply.

A decision relating to termination of employment that is designed in writing as the “final decision” of the University may be appealed to the Superior Court for the State of Alaska within 30 calendar days of the final decision pursuant to Alaska Rule of Appellate Procedure 602.

C. Officers of the University and Senior Administrators

The official list of Officers of the University and Senior Administrators (Executive Management), as designated by the president of the university, is maintained and available upon request from the Statewide Office of Human Resources.

- D. Faculty
See Regents’ Policy 04.01.050.B.
- E. Adjunct Faculty
See Regents’ Policy 04.01.050.B.
- F. Exempt Jobs
See Regents’ Policy 04.01.050.C.
- G. Nonexempt Jobs
See Regents’ Policy 04.01.050.C.
- H. Casual Labor
See Regents’ Policy 04.01.050.D.

(02-22-01)

R04.01.060. Contents of Personnel Files

- A. The selection of records to be maintained in the official personnel file will be consistent with federal and state law. Included material should document employment history and directly reflect employment-related events.
- B. The contents of the official personnel file will be considered in making personnel management decisions relevant to the employee. Information such as medical records, immigration forms,

government or court ordered payroll actions, will be maintained separate from the official personnel file.

- C. Anonymous material will not be placed in an official personnel file. If anonymous material is found in a personnel file, it will be removed immediately.
- D. An employee may request that a written response to information contained in his/her file be placed in his/her official personnel file.
- E. The official personnel file consists of the following:
 - 1. Information relating to the employee's original hire, such as application material (excluding voluntary self-identification information), curriculum vitae, transcripts, and hire documents including benefit enrollment forms and appointment letters.
 - 2. Revisions relating to the individual's employment status.
 - 3. Performance evaluations, letters of recognition, official reprimands, including notices of unsatisfactory performance; disciplinary action, and any other appropriate material relating to the employee's job performance. A copy of this material must be given to the employee prior to inclusion in the file.
 - 4. Employee responses to the above.
 - 5. Training records and certifications and unemployment documentation.
 - 6. Written documentation of faculty workload and evaluations relating to promotion, retention, tenure, and contractual obligations will be maintained by the appropriate academic office and are considered to be part of the faculty member's official personnel file.
 - 7. The Medical Records File contains all confidential medical information related to employment. Access to and use of information contained in the file will only be as provided by applicable law. Authorized university personnel may examine or copy this file for routine administrative purposes without notification to the employee. If a representative of an appropriate government agency requests access to the Medical Record File, the university will make every effort to notify the employee(s) of the request in a timely manner. Other persons may have access to the Medical Record File only as provided by law, with notification to the employee.
 - 8. Records required or allowed by a collective bargaining agreement.
- F. The following materials will be removed from the official personnel file:
 - 1. Unauthorized or anonymous material.
 - 2. Letters of reprimand and/or disciplinary actions may, by written request of the supervisor who originated the documents, be removed by the regional human resource office director.
- G. A unit or department may maintain files containing whatever information is needed for efficient and convenient operation; however, these files are not official personnel files.

(11-19-99)

R04.01.062. Confidentiality of Personnel Records

If a request for disclosure of personnel records is received from persons other than those determined by the custodian of the record to have a need to know, a reasonable effort will be made to advise the affected employee of the request prior to the disclosure.

(11-19-99)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.02 - General Personnel Policies

P04.02.010. Equal Employment Opportunity and Affirmative Action: Statement of Intent.

The board recognizes that discrimination in employment practices has in the past foreclosed economic opportunity to a substantial number of persons in the United States. The board is committed to oppose illegal employment discrimination and to prohibit it within the university. In addition to prohibiting illegal employment discrimination, as a part of its commitment to equal employment opportunity, the board is committed through an affirmative action program, to recruit, employ and promote qualified “protected class” persons who have been historically under-represented in the workforce.

P04.02.012. Equal Employment Opportunity Program.

The program of equal employment opportunity consists of two parts: nondiscrimination and a program of affirmative action.

A. Nondiscrimination

1. In accordance with federal and state laws and regulations, the university will not engage in impermissible discrimination. In accordance with federal and state law and regulation, the university makes its programs and activities available without discrimination on the basis of race, religion, color, national origin, citizenship, age, sex, disability, veteran status, marital status, changes in marital status, pregnancy, or parenthood. Among the federal and state laws and regulations prohibiting discrimination in employment that pertain to the university as of June 2007 are:

Equal Pay Act
Title VI and Title VII of the Civil Rights Act of 1964
Executive Order 11246
Age Discrimination in Employment Act
Title IX of the Education Amendments of 1972
Section 504 of the Rehabilitation Act of 1973
Vietnam Era Veterans' Readjustment Assistance Act of 1974
Pregnancy Discrimination Act of 1978
Immigration Reform & Control Act of 1986
Civil Rights Restoration Act of 1987
Americans with Disabilities Act of 1990
Age Discrimination Act of 1975
Alaska Statute 14.40.050 and 18.80.220.

2. Individual merit will be considered by the university. University hiring decisions will be based on the individual's qualifications, demonstrated abilities, and performance, as appropriate.

B. Affirmative Action

The university seeks to hire, train and promote individuals based on qualifications and demonstrated ability to perform the job. In its commitment to affirmative action, the university is committed to recruit and retain women and minorities in positions of employment where they have been traditionally under-represented. The concept of affirmative action requires that

practices that adversely impact protected classes should be eliminated unless the university can demonstrate a legally permissible basis. To accomplish the goals of its affirmative action program, the university encourages employment applications from and makes special efforts to recruit protected classes.

(06-06-07)

P04.02.014. Implementation.

The president and the chancellors are responsible for planning, implementing, and monitoring an effective program of equal employment opportunity. The president and each chancellor will provide an annual report to the board with regard to the effectiveness of their respective equal employment opportunity program.

(06-20-97)

P04.02.020. Discrimination.

- A. The university will not permit or tolerate discrimination that creates an intimidating, hostile, or offensive working or learning environment, or that interferes with an individual's performance. The university recognizes that conduct which constitutes discrimination in employment or educational programs and activities is prohibited and will be subject to corrective and/or disciplinary action.
- B. Discrimination refers to being adversely treated or affected, either intentionally or unintentionally, in a manner that unlawfully differentiates or makes distinctions on the basis of the individual's legally protected status or on some basis other than an individual's qualifications, abilities and performance, as appropriate. The university will vigorously exercise its authority to protect employees and students from discrimination by agents or employees of the university, students, visitors and guests.
- C. Nothing contained in this policy will be construed or applied to limit or abridge any person's constitutional right to freedom of expression or to infringe upon the legitimate academic freedom or right of due process of any member of the university community. Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions even though they may be offensive to some. However, ideas and opinions must be expressed in a manner that does not create an intimidating, hostile, or offensive working or learning environment or unreasonably interferes with an individual's performance. The university upholds and adheres to principles of academic freedom and the laws prohibiting discrimination in employment and education.
- D. Individuals who believe they have been subjected to discrimination are encouraged to bring this behavior or action to the attention of an employee or faculty member who is in a position to assist in addressing the concern. The affirmative action officer, human resources or student affairs officer, or designee, as appropriate, will mediate disputes, receive complaints, obtain process information, or discuss resolution options regarding discrimination complaints.
- E. The university cannot guarantee confidentiality in connection with complaints alleging discrimination; however, all university employees and students are expected to make a reasonable effort to protect the legitimate privacy interests of involved persons consistent with their obligation to inform the accused.
- F. Nothing in this policy will be construed or applied to create a right to an award of damages or other monetary compensation against the university or university employees beyond any existing under state or federal law.

(06-06-07)

P04.02.022. Sexual Harassment.

- A. The university will not tolerate inappropriate sexual or sexually harassing behavior and seeks to prevent such conduct toward its students, employees and applicants for employment. Violation of this policy may lead to discipline of the offending party.

- B. Since some members of the university community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those inherent in the professional relationship.
- C. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitative. Sexual harassment also can occur in relationships among equals as when repeated unwelcome advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work or study productively. Consensual sexual conduct that unreasonably interferes with other employees' work or creates a hostile, intimidating or offensive working or learning environment constitutes sexual harassment for purposes of this policy.
- D. The university is committed to providing an environment of study and work free from sexual harassment and to ensuring the accessibility of appropriate procedures for addressing all complaints regarding sexual harassment. Nothing contained in this sexual harassment policy will be construed or applied to limit or abridge any person's constitutional right to freedom of expression or to infringe upon the legitimate academic freedom or right of due process of any member of the university community.

(06-06-07)

P04.02.024. Consensual Sexual Relations.

- A. Faculty members or staff who engage in sexual relations with students enrolled in their classes or subject to their supervision, even when both parties have consented to the relationship, will be engaging in unprofessional behavior.
- B. Supervisors who have authority or control over employees and engage in sexual relations with those employees, abuse their power, even when both parties have consented to the relationship.

(06-06-07)

P04.02.026.. Limitation of Liability.

Nothing in P04.02.020 - 04.02.026 will be construed or applied to create a right to an award of damages or other monetary compensation against the university or university employees beyond any existing under state or federal law.

(08-15-97)

P04.02.030. Reasonable Accommodation for People with Disabilities: Prohibition Against Discrimination on the Basis of Disability.

All members of the university community have a right to a working and learning environment free of all forms of illegal discrimination including discrimination against people with disabilities. It is the university's intent that no employee, or user of university facilities, be subjected to unlawful discrimination based on disability.

(06-06-07)

P04.02.032. Definitions.

In P04.02.030 - 04.02.038, unless the context requires otherwise:

- A. "ADA" means the federal law known as the Americans with Disabilities Act of 1990, as amended;
- B. "ADA coordinator" means the individual designated to administer the university's disability discrimination compliance program;
- C. "affirmative action officer," or "AAO" means the regional affirmative action officer, director, or designee, whichever reference is applicable;
- D. "complainant" means the person or persons asserting a complaint;

- E. "person with a disability" means an individual who:
 1. has a documented physical or mental impairment that substantially limits a major life activity;
 2. has a documented record of a physical or mental impairment that substantially limits a major life activity; or
 3. is regarded as having a physical or mental impairment that substantially limits a major life activity;
- F. "reasonable accommodation" means the process of modifying or adjusting the work environment to reasonably accommodate the functional limitation caused by a disability;
- G. "reasonable accommodation resolution" means the process whereby the ADA coordinator or AAO facilitates the development of an appropriate reasonable accommodation; and
- H. "respondent" means the university employee, officer, agent, or representative whose act or failure to act is being disputed.

(06-06-07)

P04.02.033. Request for Accommodation.

- A. The purpose of this process is to educate the person or persons involved about the applicable provisions of the law, to provide a non-retaliatory environment to determine accommodations, and to initiate change in behavior, practice, or treatment that will lead to a positive work environment.
- B. A university employee who believes that the employee requires accommodation must present medical documentation to the AAO or designee.
- C. An informal complaint to the AAO must state the employee's name, and provide a detailed description of the practice or action that allegedly requires accommodation or constitutes discrimination on the basis of disability.
- D. No person who acts in good faith will be subject to restraint, interference, coercion, reprisal, or retaliation for initiating a request or complaint or participating as a witness or in another capacity in any proceeding designed to foster compliance with this policy and university regulation.
- E. In attempting to informally determine an appropriate accommodation or resolve a complaint, the AAO will obtain and clarify relevant information from the employee, the supervisor, the regional personnel director, and other involved persons. The outcome of a reasonable accommodation generally will not include documentation copied to the personnel file or widespread distribution of decisions regarding any accommodations made. However, any documentation relating to a disability complaint will be kept in a separate file apart from the employee's personnel file.

(06-06-07)

P04.02.034. Formal Complaint.

An employee who claims to have been subjected to discrimination based upon a disability and who has exhausted the reasonable accommodation process may initiate a written formal complaint. Formal complaints must be presented to the ADA coordinator and must include, at a minimum, the following information:

- A. the name of the complainant and the respondent;
- B. a clear and concise description of the event and the alleged discriminatory action or conduct;
- C. an explanation of the impact upon the complainant of the alleged discriminatory action or conduct;
- D. a summary of attempts taken to resolve the complaint informally; and
- E. the remedy requested.

(06-06-07)

P04.02.035. Determination of Formal Complaint.

- A. The AAO and ADA coordinator are responsible for ensuring compliance with the provisions in the Americans with Disabilities Act and other applicable laws in their efforts to coordinate disputes involving people with disabilities within the university.

- B. The ADA coordinator will determine whether there is reasonable basis to justify relief in the form of a reasonable accommodation. If so, the ADA coordinator will identify appropriate solutions, including recommendations for reasonable accommodation, and report those recommendations to the respondent's immediate supervisor, regional human resources office, and other appropriate administrative officers.

(06-06-07)

P04.02.036. Remedies.

- A. Unjustified delay or refusal to implement the solutions or the reasonable accommodations recommended by the ADA coordinator may lead to referral to an appropriate administrative officer to obtain proper and timely action. An employee who delays or refuses unjustifiably to implement the recommendations is subject to disciplinary action.
- B. If the ADA coordinator determines that there is not just cause to support a disability discrimination complaint, the coordinator will notify the complainant in writing of that determination and the reason therefore. The complainant may appeal the ADA coordinator's determination or the respondent's alleged improper action by submitting a grievance to the grievance council at Step 3 of the grievance resolution process contained in P04.08 and R04.08. The grievance must be filed within 45 working days of the date on which the complainant received the ADA coordinator's written determination.

(06-06-07)

P04.02.037. Confidentiality.

The university cannot guarantee confidentiality. However, all university employees are expected to make a reasonable effort to protect the legitimate privacy interests of involved persons.

(06-06-07)

P04.02.038. Records Retention.

The affirmative action officer and ADA coordinator will maintain appropriate records concerning complaints brought under the provisions of the informal and formal complaint processes. These dispute resolution records are considered confidential under federal law and will be maintained accordingly.

(05-04-99)

P04.02.040. Drug-Free Workplace.

- A. The unlawful manufacture, distribution, dispensing, possession, or use by an employee of a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812), and as further defined by regulation at 21 C.F.R. 1308.11 - 1308.15 is prohibited in any workplace of the university.
- B. All employees will abide by the terms of this policy as a condition of their employment and will notify the university of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 working days after the conviction. Within 30 days of receiving the notice of conviction, the university will take appropriate personnel action against the employee as prescribed by university regulation, up to and including termination, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- C. The university regulation implementing this section must provide for publishing a statement to notify employees of this policy and to establish a drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; the university's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- D. Each employee will be provided a copy of this policy and accompanying university regulation.

(06-20-97)

P04.02.050. Employee Alcohol and Controlled Substances Testing.

- A. The university regulation implementing P04.02.040 and this section will at a minimum provide for the establishment of alcohol and controlled substances testing programs as required by law; the imposition of penalties on employees when tests exceed allowable levels; compliance with reporting and record keeping requirements; dissemination to affected employees of educational materials explaining the legal requirements, this policy and university regulation; and provide for appropriate staff training and employee assistance programs. Collective bargaining units representing affected university employees will be given written notice concerning the availability of this information.
- B. All employees subject to laws mandating alcohol and controlled substances testing will comply with such laws, this regents' policy and university regulation as a condition of their employment. (06-06-07)

**UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.02 – General Personnel Regulations**

R04.02.010. Equal Employment Opportunity and Affirmative Action: Statement of Intent

Persons have equal employment opportunities at the University of Alaska based solely upon their qualifications and demonstrated ability or demonstrated potential ability.

The University of Alaska affirms its commitment to principles of nondiscrimination in the hiring and employment of all persons of legal employment status regardless of race, color, religion, sex, national origin, citizenship, pregnancy, childbirth or related medical conditions, marital status, changes in marital status, disability, age, status as a disabled veteran or Vietnam era veteran.

Each major administrative unit will have a written Affirmative Action Plan which sets forth specific affirmative action responsibilities. Hiring authorities will make affirmative efforts to recruit and employ qualified people who are members of “protected classes” presently under-represented.

Methods of recruiting, screening and selection will be documented and be approved by the AAO or the regional personnel office, as determined by the president or chancellor as appropriate, prior to recruitment.

Employment at the university will be governed as follows:

- A. Definition of Terms
 - 1. “Affirmative Action Officer” (AAO) refers to the unit, regional Affirmative Action office, director or designated person, whichever reference is applicable.
 - 2. "Affirmative Action Plan" (AAP) refers to a written document developed and maintained by each major administrative unit AAO which identifies those groups presently under-represented in the University of Alaska workforce. The AAP establishes recruitment strategies for each job group in order to increase the number of currently under-represented members of “protected classes” in the university labor force.
 - 3. "Applicant" refers to an individual who applies for a specific position vacancy during a specified recruitment period.
 - 4. "Applicant Pool" refers to applicants who meet the minimum qualifications of the position being recruited for based on application materials submitted and approved by the regional personnel or affirmative action office.
 - 5. “Candidate” refers to an applicant selected for final stage screening.
 - 6. "Hiring Authority" refers to the individual who is accountable for following recruiting and staffing policy and regulation and applicant selection decisions.

7. "Persons with disabilities" - as defined by the Americans with Disabilities Act, those persons who have a physical or mental impairment, a record of a physical or mental impairment, or are regarded as having a physical or mental impairment which substantially limits one or more major life activities.
8. "Protected class" refers to members of any one or more of the following groups:
 - a. Black (not of Hispanic origin) - a person having origins in any of the Black racial groups of Africa.
 - b. Hispanic - a person of Mexican, Puerto Rican, Cuban, South American, or other Spanish culture origin, regardless of race.
 - c. Asian or Pacific Islander - a person with ancestry in the Indian subcontinent, the region referred to as the Far East, Southeast Asia, or the Pacific Islands, e.g., India, Pakistan, Thailand, China, Japan, Philippines (not the Middle East).
 - d. American Indian or Alaska Native - a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.
 - e. Women of all races and national origins who are applicants for positions that are not clerical in nature.
 - f. "Vietnam era veterans" - any veteran of the Vietnam era (August 15, 1964 - May 7, 1975).
 - g. "Disabled veterans" - persons entitled to disability compensation under laws administered by the Veterans Administration for disability rated at 30 percent or more or a person whose discharge from active duty was for a disability incurred or aggravated in the line of duty.
9. "Regional personnel office" refers to the regional personnel or statewide human resource office, director, or designated person, whichever reference is applicable.
10. "Target recruitment" refers to recruitment efforts specifically made to recruit members of "protected classes" (target groups) which are presently under-represented in a particular EEO-6 job category in the university's work force.
11. "Working environment" means any place where the business of the university is conducted in the name of the university or any unit thereof.

(04-21-95)

R04.02.020. Discrimination

- A. Prohibition Against Discrimination
 1. Discrimination is a form of misconduct which undermines the integrity of the working and learning environment and will not be tolerated on or at University of Alaska premises or functions.
 2. Subject to the constraints of Regents' Policy, the broadest range of legally permissible speech and expression will be tolerated in the learning environment, student and scholarly publications, and at public forums open to public debate and the exchange of ideas.
- B. Definitions
 1. "Discrimination" refers to being adversely treated or affected, either intentionally or unintentionally, in a manner that unlawfully differentiates or makes distinctions on the basis of an individual's legally protected status or on some basis other than an individual's qualifications, abilities, and performance, as appropriate.
 2. "Learning Environment" is defined as the premises of the University of Alaska system or any site where educational programs and activities are conducted in the name of the University of Alaska or any unit thereof.
 3. "Affirmative Action Officer" refers to the regional affirmative action director or designee.

4. "Regional Personnel Officer" refers to the regional human resource or personnel director or manager or designee.
5. "Working Environment" is defined as any place where the business of the university is conducted in the name of the University of Alaska or any unit thereof.
6. "Investigator(s)" are defined as the person or persons who have the responsibility and authority to conduct an investigation of formal discrimination complaints.
7. "Advisors" are defined as individuals appointed from each MAU to advise individuals regarding discrimination, provide information on whom to contact to file a formal complaint, and outline alternatives for complaint resolution. The president and the chancellors or their designees will appoint and make available a list of university personnel to serve as discrimination prevention advisors for individuals with questions or complaints involving discrimination. Advisors must have knowledge of applicable law and Regents' Policy and University Regulation.

C. Roles and Responsibilities

1. The university administration is responsible for promoting a positive working and learning environment where all persons are free to discuss any problems or questions they may have concerning discrimination at the university, without fear of intimidation or reprisal.
2. All university employees are responsible for maintaining a positive working and learning environment. Supervisors and faculty will promptly respond to complaints of discrimination to determine what, if any, remedial action may be warranted. In resolving these complaints, supervisors and faculty will seek advice and guidance from the affirmative action officer or advisors. University employees and students must cooperate fully with efforts to resolve complaints brought to their attention.

D. Informal Resolution Process

The purpose of informal resolution is to educate and inform individuals of their offensive behavior and to allow individuals the opportunity to voluntarily correct inappropriate behavior without disciplinary action. Informal resolution will not generally have as an outcome written reports or sanctions.

1. A complainant generally should try to inform the person directly that his or her behavior is unwelcome, harmful or offensive. The complainant is also encouraged to request assistance from other university employees, regional personnel officers, advisors or affirmative action officers in the informal resolution of a complaint. These assistants will promptly attempt to resolve the complaint through consultation and guidance of the complainant or, as appropriate, mediation between all concerned parties. Successful resolution efforts will be greatly facilitated by the timely reporting and handling of complaints.
2. Informal resolution may include informing the person about the behavior and/or writing a letter concerning the behavior and requesting that the behavior be stopped.
3. If informal resolution efforts fail to achieve satisfactory results, or if informal resolution is inappropriate in consideration of the circumstances or the egregious nature of the alleged behavior, the complainant may file a formal complaint with the affirmative action officer or the regional personnel officer as the initial action.

E. Formal Resolution Process

The formal resolution process is an administrative remedy which requires an investigation and written findings. One or two investigators will be designated to conduct a timely investigation to ensure an objective review of the allegations. The statements of the complainant, respondent and witnesses become part of a written record which will be used for administrative review and action as necessary.

1. Formal complaints alleging discrimination must be in writing and include the following information:
 - a. The names of the respondent and complainant.
 - b. Their affiliation to the university.
 - c. A description of the offensive behavior and circumstances.
2. A formal complaint should also include the following information:
 - a. A description of any attempts to resolve the problem informally.
 - b. An explanation of the impact on the complainant.
 - c. Specific remedies requested.
3. The investigator(s), in determining whether the alleged conduct constitutes discrimination, must give consideration, to the record as a whole, to the totality of the circumstances, and where applicable to regulatory guidelines.
4. A copy of the written findings will be distributed to the complainant, the respondent, the respondent's supervisor, the regional personnel officer, the office of General Counsel and the Statewide Office of Human Resources.
5. Any person who:
 - a. commits discrimination; or
 - b. fails to perform his or her investigatory or supervisory responsibilities; or
 - c. makes false claims or provides false testimony against another
 will be subject to appropriate disciplinary action including, but not limited to, verbal and written reprimands, probation, suspension or termination.
6. When a preponderance of the evidence is found to substantiate a complaint, disciplinary action may be taken. In determining what disciplinary action may be appropriate, the extent to which the respondent knew or reasonably should have known that his or her conduct was harmful or offensive will be considered. Sanctions for conduct will be based upon all facts and circumstances of each case.
7. A complainant or respondent who disputes the written findings of the investigation report may request a formal review of the findings within 5 working days of the release of the findings.

Such formal review will be conducted by one or more trained individuals appointed by the chancellor or, in the case of statewide employees, the president. The purpose of this review is to provide an opportunity for the chancellor or president to obtain an objective review of the investigation findings when those findings are disputed by one of the involved parties.

The review will be scheduled as soon as practicable and the written recommendation resulting from the review will be forwarded to the chancellor, or in the case of a statewide employee, to the president for a decision.
8. If a party is dissatisfied with a chancellor's decision, that party may request a discretionary review by the president within 5 working days of the decision. If the president elects to review a chancellor's decision, the president's decision will be the final decision of the university. If the president does not elect to accept a review within 15 working days, the decision of the chancellor then becomes the final decision of the university. In the case of Statewide Administration employees, the decision of the president is the final decision of the university.

In either case, the final decision of the university is not grievable except as set forth in this regulation and is subject to appeal within 30 days pursuant to Alaska Appellate Rule 602(a)(2).

F. Identity of Complainant

The university will not accept complaints when the complainant cannot be identified to the investigative officer.

Complaints by individuals who refuse to be identified to the respondent will not be accepted for investigation unless, in the discretion of the university, persistent and pervasive allegations of discrimination warrant formal investigation. Whenever formal disciplinary action may be contemplated, alleged offenders will be advised of the identity of their accusers, the nature of the charges being brought against them, and the circumstances of the alleged offense(s).

G. Confidentiality

Investigators will make reasonable efforts to preserve the confidentiality of their investigation and resolution efforts but cannot guarantee anonymity to complaining parties or witnesses. University employees and students will make a reasonable effort to protect the legitimate privacy interests of all concerned parties.

H. Retaliation

1. All persons have the right to complain about any conduct which they reasonably believe constitutes discrimination. No university official may take disciplinary or other adverse action against a person who genuinely but mistakenly believes himself or herself to be discriminated against, even if the practices complained of do not, in fact, constitute discrimination.
2. Threats or other forms of intimidation or retaliation against complainants, respondents, witnesses or investigators will constitute a violation of this regulation and may be subject to separate administrative action, including termination for cause.

I. Bargaining Unit Employees

1. If disciplinary action may result from an investigation of a bargaining unit employee alleged to have engaged in discrimination, the employee has a right to union representation during an investigatory interview with the employee.
2. Bargaining unit employees who have been disciplined pursuant to this regulation must resolve their disputes through the dispute resolution processes provided in their collective bargaining agreement.

J. Training programs on discrimination will be designed to:

1. provide employees with current information on federal and state law, Regents' Policy, University Regulation, and administrative procedures; and
2. demonstrate appropriate techniques for the resolution of discrimination allegations.

K. Dissemination

The university administration will make reasonable efforts to inform members of the university community regarding the prohibition against discriminating conduct. In particular, this information will be communicated to new employees as an integral part of their orientation experience.

(06-06-07)

R04.02.022. Sexual Harassment.

A. University Prohibition Against Sexual Harassment

1. Sexual harassment is a form of employee or student misconduct which undermines the integrity of the working and learning environment and will not be tolerated on or at University of Alaska premises or functions.
2. Subject to the constraints of Regents' Policy, the broadest range of legally permissible speech and expression will be tolerated in the learning environment, student and scholarly publications, and at public forums open to public debate and the exchange of ideas.

B. Definitions

1. "Sexual Harassment" includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

- a. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or education; or
 - b. submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting that individual; or
 - c. such conduct has the purpose or necessary effect of unreasonably interfering with an individual's work or creating a hostile, intimidating or offensive working or learning environment; and
 - (1) such conduct is known by the offender to be unwelcome, harmful or offensive; or
 - (2) a person of average sensibilities would clearly understand the behavior or conduct is unwelcome, harmful or offensive.
2. "Learning Environment" is defined as the premises of the University of Alaska system or any site where educational programs and activities are conducted in the name of the University of Alaska or any unit thereof.
 3. "Affirmative Action Officer" refers to the regional affirmative action director or designee.
 4. "Regional Personnel Officer" refers to the regional human resource or personnel director or manager or designee.
 5. "Working Environment" is defined as any place where the business of the university is conducted in the name of the University of Alaska or any unit thereof.
 6. "Investigator(s)" are defined as the person or persons who have the responsibility and authority to conduct an investigation of formal sexual harassment complaints.
 7. "Advisors" are defined as individuals appointed from each MAU to advise individuals regarding sexual harassment, provide information on whom to contact to file a formal complaint, and outline alternatives for complaint resolution.
The president and the chancellors or their designees will appoint and make available a list of university personnel to serve as harassment prevention advisors for individuals with questions or complaints involving sexual harassment. Advisors must have knowledge of sexual harassment law and Regents' Policy and University Regulation.
- C. Roles and Responsibilities
1. The university administration is responsible for promoting a positive working and learning environment where all persons are free to discuss any problems or questions they may have concerning sexual harassment at the university, without fear of intimidation or reprisal.
 2. All university employees are responsible for maintaining a positive working and learning environment. Supervisors and faculty will promptly respond to complaints of sexual harassment to determine what, if any, remedial action may be warranted. In resolving sexual harassment complaints, supervisors and faculty will seek advice and guidance from the affirmative action officer or harassment prevention advisors. University employees and students must cooperate fully with efforts to resolve complaints brought to their attention.
- D. Informal Resolution Process
- The purpose of informal resolution is to educate and inform individuals of their offensive behavior and to allow individuals the opportunity to voluntarily correct inappropriate behavior without disciplinary action. Informal resolution will not generally have as an outcome written reports or sanctions.
1. A complainant generally should try to inform the person directly that his or her behavior is unwelcome, harmful or offensive. The complainant is also encouraged to request assistance from other university employees, regional personnel officers, advisors or affirmative action officers in the informal resolution of a complaint.

These assistants will promptly attempt to resolve the complaint through consultation and guidance of the complainant or, as appropriate, mediation between all concerned parties. Successful resolution efforts will be greatly facilitated by the timely reporting and handling of complaints.

2. Informal resolution may include informing the person about the behavior and/or writing a letter concerning the behavior and requesting that the behavior be stopped.
3. If informal resolution efforts fail to achieve satisfactory results, or if informal resolution is inappropriate in consideration of the circumstances or the egregious nature of the alleged behavior, the complainant may file a formal complaint with the affirmative action officer or the regional personnel officer as the initial action.

E. Formal Resolution Process

The formal resolution is an administrative remedy which requires an investigation and written findings. One or two investigators will be designated to conduct a timely investigation to insure an objective review of the allegations. The statements of the complainant, respondent and witnesses become part of a written record which will be used for administrative review and action as necessary.

1. Formal complaints alleging sexual harassment must be in writing and include the following information:
 - a. The names of the respondent and complainant.
 - b. Their affiliation to the university.
 - c. A description of the offensive behavior and circumstances.
2. A formal complaint should also include the following information:
 - a. A description of any attempts to resolve the problem informally.
 - b. An explanation of the impact on the complainant.
 - c. Specific remedies requested.
3. The investigator(s), in determining whether the alleged conduct constitutes sexual harassment, must give consideration to the record as a whole, to the totality of the circumstances, and to regulatory guidelines where applicable.
4. A copy of the written findings will be distributed to the complainant, the respondent, the respondent's supervisor, the regional personnel officer, the office of General Counsel and the Statewide Office of Human Resources.
5. Any person who:
 - a. commits sexual harassment; or
 - b. fails to perform his or her investigatory or supervisory responsibilities; or
 - c. makes false claims or provides false testimony against anotherwill be subject to appropriate disciplinary action including, but not limited to, verbal and written reprimands, probation, suspension or termination.
6. When a preponderance of the evidence is found to substantiate a complaint of sexual harassment, disciplinary action may be taken. In determining what disciplinary action may be appropriate, the extent to which the respondent knew or reasonably should have known that his or her conduct was harmful or offensive will be considered. Sanctions for conduct will be based upon all facts and circumstances of each case. Coercive behavior, such as threats or promises that academic or employment reprisals or rewards will follow the refusal or granting of sexual favors, constitutes gross misconduct and provides just cause for immediate termination.
7. A complainant or respondent who disputes the written findings of the investigation report may request a formal review of the findings within 5 working days of the release of the findings. Such formal review will be conducted by one or more trained individuals appointed by the chancellor or, in the case of statewide employees, the president. The purpose of this review is to provide an opportunity for the chancellor or president to

obtain an objective review of the investigation findings when those findings are disputed by one of the involved parties.

The review will be scheduled as soon as practicable and the written recommendation resulting from the review will be forwarded to the chancellor or president for a decision.

8. If a party is dissatisfied with a chancellor's decision, that party may request a discretionary review by the president within 5 working days of the decision. If the president elects to review a chancellor's decision, the president's decision will be the final decision of the university. If the president does not elect to accept a review within 15 working days, the decision of the chancellor then becomes the final decision of the university. In the case of Statewide Administration employees, the decision of the president is the final decision of the university.

In either case, the final decision of the university is not grievable except as set forth in this regulation and is subject to appeal within 30 days pursuant to Alaska Appellate Rule 602(a)(2).

F. Identity of Complainant

The university will not accept complaints when the complainant cannot be identified to the investigative officer. Complaints by individuals who refuse to be identified to the respondent will not be accepted for investigation unless, in the discretion of the university, persistent and pervasive allegations of sexual harassment warrant formal investigation. Whenever formal disciplinary action may be contemplated, alleged offenders will be advised of the identity of their accusers, the nature of the charges being brought against them, and the circumstances of the alleged offense(s).

G. Confidentiality

Investigators will make reasonable efforts to preserve the confidentiality of their investigation and resolution efforts but cannot guarantee anonymity to complaining parties or witnesses. University employees and students will make a reasonable effort to protect the legitimate privacy interests of all concerned parties consistent with their obligation to inform the accused.

H. Retaliation

1. All persons have the right to complain about any conduct which they reasonably believe constitutes sexual harassment. No university official may take disciplinary or other adverse action against a person who genuinely but mistakenly believes himself or herself to be harassed, even if the practices complained of do not, in fact, constitute sexual harassment.
2. Threats or other forms of intimidation or retaliation against complainants, respondents, witnesses or investigators will constitute a violation of this regulation and may be subject to separate administrative action, including termination for cause.

I. Bargaining Unit Employees

1. If disciplinary action may result from an investigation of a bargaining unit employee alleged to have engaged in sexual harassment, the employee has a right to union representation during an investigatory interview with the employee.
2. Bargaining unit employees who have been disciplined pursuant to this regulation must resolve their disputes through the dispute resolution processes provided in their collective bargaining agreement.

J. Training programs on sexual harassment will be designed to:

1. provide employees with current information on federal and state law, Regents' Policy, University Regulation, and administrative procedures; and
2. demonstrate appropriate techniques for the resolution of sexual harassment allegations.

K. Dissemination

The university administration will make reasonable efforts to inform members of the university community regarding the prohibition against sexually harassing conduct. In particular, this

information will be communicated to new employees as an integral part of their orientation experience.

(06-06-07)

R04.02.024. Consensual Sexual Relationships.

A. Faculty-Student Relationships

1. Within the instructional context:

It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work, including work as a teaching assistant, is being supervised by the faculty member.

2. Outside the instructional context:

Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties, particularly when the faculty member and student are in the same academic unit or in units that are academically allied; relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved.

B. Supervisor-Employee Relationships

Consensual sexual relationships between supervisors and employees, including circumstances where a staff member has authority or control over a student's living or learning environment, are prohibited.

It is a violation of the ethical obligation to the employee or student, to other employees or students, to colleagues, and to the university for a staff member to fail to withdraw from participation in activities or decisions that may reward or penalize an employee or student with whom the staff member has or has had a sexual relationship.

C. Complaint Procedure

Complaints alleging a violation of the Consensual Sexual Relationships regulation will be handled in accordance with the regulation regarding sexual harassment.

(08-15-97)

R04.02.040. Drug-Free Workplace

Policy 04.02.040 regarding drug-free workplace prohibits the unlawful manufacture, distribution, dispensing, possession, or use by an employee of a controlled substance in any workplace of the university. The following steps will be taken to provide a drug-free workplace.

A. Each major administrative unit (MAU) will publish and distribute to all employees a statement notifying employees that the violation of such prohibition will subject them to appropriate disciplinary action.

B. Each MAU will establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The university's policy of maintaining a drug-free work-place; and
3. The availability of drug counseling, rehabilitation and employee assistance programs.

C. Each employee will be responsible as a condition of employment to abide by the terms of this regulation and must notify the university of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Within 30 days of the receipt of notice as prescribed in paragraph C. above or other notification of such conviction the university will take one of the following personnel actions:

1. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the university.
2. Place the employee on suspension as prescribed by Regents' Policy regarding corrective action.

3. Dismiss the employee under the provision of Regents' Policy regarding termination for cause.

(06-20-97)

R04.02.050. Employee Alcohol and Controlled Substances Testing

A. Definitions

For purposes of this regulation, the following definitions apply:

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. "Alcohol use (or use alcohol)" means any consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
3. "Alcohol concentration" is the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
4. "Commerce" means 1) any trade, traffic or transportation within the jurisdiction of the United States between a place in a state and a place outside of such state, including a place outside of the United States and 2) trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in subsection 1) of this section.
5. "Commercial motor vehicle" or "CMV" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle
 - a. has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - b. has a gross vehicle weight rating of 26,001 or more pounds; or
 - c. is designed to transport 16 or more passengers, including the driver; or
 - d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under federal hazardous materials regulations.
6. "Confirmation test," in Controlled Substance testing, is a second analytical procedure to identify the presence of specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. In alcohol testing, it is a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.
7. "Controlled Substance" means marijuana, cocaine, opiates, amphetamines and phencyclidine.
8. "Covered Employee" or "Employee" means any University of Alaska employee required to hold a CDL as a function of their employment. This includes for purposes of pre-employment testing only, applicants and current employees selected for employment in such a position. A Covered Employee may be off-duty, on-duty, pre-duty or "on call" status.
9. "Driver" means any Covered Employee who operates a CMV. This includes, but is not limited to: full-time, regularly employed drivers, casual, intermittent, temporary, part-time, or occasional drivers.
10. "Driving Time" means all time spent at the driving controls of a CMV in operation.
11. "Medical Review Officer" is a licensed physician responsible for receiving laboratory results generated by the university's controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a Covered Employee's confirmed positive test result together with his/her medical history and any other relevant biomedical information.
12. "Observer" a trained supervisor or other trained university official.

13. "Performing a Safety-Sensitive Function" a Covered Employee is considered to be performing a Safety-Sensitive Function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any Safety-Sensitive Functions.
14. "Safety-Sensitive Function" means:
 - a. All time a Covered Employee is at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the Covered Employee has been relieved from duty by the Covered Employee's supervisor.
 - b. All time the Covered Employee is inspecting equipment as required by DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time.
 - c. All driving time as defined in the term driving time in this regulation.
 - d. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth as sleeper berth is defined by DOT regulations.
 - e. All time a Covered Employee is loading or unloading or supervising or assisting in the loading or unloading of a CMV, attending a CMV being loaded or unloaded, remaining in readiness to operate the CMV, or in giving or receiving receipts for shipments loaded or unloaded
 - f. All time spent by a Covered Employee performing the driver requirements of DOT regulations relating to accidents.
 - g. All time spent by a Covered Employee repairing, obtaining assistance, or remaining in attendance upon a disabled CMV.
15. "Screening test (or initial test)", in controlled substance testing, is an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
16. "Substance Abuse Professional" means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

B. Applicability

This regulation applies to all University of Alaska employees who are required to hold a CDL as a function of their university employment ("Covered Employees").

C. Prohibitions

It is a violation of this regulation for a Covered Employee to:

1. report or return to work within four hours after using alcohol;
2. use alcohol on the job, including during breaks or meals;
3. possess alcohol on the job, including during breaks or meals;
4. have a confirmation test result indicating an alcohol concentration of 0.02 or greater;
5. use alcohol within eight hours following an accident or until the Covered Employee is tested, whichever occurs first;
6. report for duty or remain on duty when the Covered Employee is using or has used any controlled substance (except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform a Safety-Sensitive Function, including operating a Commercial Motor Vehicle (CMV);
7. test positive for a controlled substance;

8. refuse to submit to an alcohol or controlled substance test as required by federal laws or regulations or this regulation.

If a Covered Employee engages in the conduct described above, the employee is considered to have engaged in Prohibited Conduct, is immediately disqualified from performing a Safety-Sensitive Function, including operating a CMV, and is subject to disciplinary action as set forth in Section I of this regulation.

D. Required Tests

A Covered Employee is required to submit to alcohol and controlled substance testing under the circumstances set forth in this section. Before performing a test, the trained supervisor or other trained university official will notify the employee that the test is being performed pursuant to the United States Department of Transportation (DOT) regulations and at no cost to the employee.

1. Pre-Employment Testing

For the purposes of pre-employment testing only, "Covered Employee" includes applicants and current employees selected for employment in such a position. Prior to the first time a Covered Employee performs Safety-Sensitive Functions for the university, the employee will undergo testing for alcohol and controlled substances. No Covered Employee will be allowed to perform Safety-Sensitive Functions unless the employee has been administered an alcohol test with a result indicating an alcohol concentration less than 0.02 and has received a controlled substances test indicating a verified negative test result.

The applicable regional personnel office will obtain, pursuant to a Covered Employee's consent, information on the employee's alcohol tests with a concentration result of 0.04 or greater, positive controlled substances test results, and refusals to be tested, within the preceding two years, which are maintained by the employee's previous employers. This information must be obtained and reviewed by the applicable regional personnel office no later than 14 calendar days after the first time a Covered Employee performs Safety-Sensitive Functions for the university, if it is not feasible to obtain the information prior to the employee performing Safety-Sensitive Functions. A Covered Employee will not be allowed to perform Safety-Sensitive Functions more than 14 days without obtaining the information.

A Covered Employee will not be allowed to perform Safety-Sensitive Functions if the university obtains information showing an alcohol test with a concentration of 0.04 or greater, or a verified positive controlled substances test result, or refusal to be tested, unless the applicable regional personnel office obtains information on the employee's subsequent Substance Abuse Professional evaluation and associated successful return to duty testing.

2. Reasonable Suspicion Testing

A Covered Employee will submit to an alcohol and/or controlled substance test when a trained supervisor or other trained university official "Observer" has reasonable suspicion to believe that the employee has engaged in Prohibited Conduct, except for the conduct prohibited by section C.3. of this regulation.

A determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations must be made during, just preceding, or just after the period of the work day that the employee is performing a Safety-Sensitive Function. The observations may include indications of the chronic and withdrawal effects of controlled substances. The Observer must attempt to find another trained supervisor or other trained university official to corroborate the observations in writing. The Observer must then escort the employee to the designated collection or test site.

If an alcohol test required by this section is not administered within two hours following the reasonable suspicion determination, the Observer will prepare a report stating the reasons the alcohol test was not timely administered; if the alcohol test is not administered within eight hours following the reasonable suspicion determination, there will be no further attempts to administer the test and the Observer will prepare a report stating the reasons why the test was not timely administered. The report(s) will be forwarded to the applicable regional personnel office.

A written record of the observations leading to a controlled substance reasonable suspicion test will be made by the Observer within 24 hours of the observed behavior or before the results of the controlled substance tests are released, whichever is earlier.

If an Observer is unable to obtain a reasonable suspicion alcohol test the Covered Employee may not remain on or return to duty if the employee appears to be under the influence or impaired by alcohol as indicated by specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. In this situation, the employee will only be permitted to return to work when:

- a. an alcohol test shows a concentration of less than 0.02; or
- b. 24 hours have elapsed since the reasonable suspicion observations.

3. Post-Accident Testing

As soon as practicable following an accident involving a CMV, a Covered Employee whom was performing a Safety-Sensitive Function with respect to the CMV must be tested for alcohol and controlled substances if:

- a. there was a death involved; or
- b. the employee received a citation for a moving traffic violation arising from the accident.

If an alcohol test is not administered within two hours following the accident, the Covered Employee's supervisor will prepare a report stating the reasons why the test was not timely administered. If an alcohol test is not administered within eight hours following the accident, there will be no further attempts to administer the test and the Covered Employee's supervisor will prepare a report stating the reasons why the test was not timely administered.

If a controlled substance test is not administered within 32 hours following the accident, there will be no further attempts to administer the test and the Covered Employee's supervisor will prepare a report stating the reasons why the test was not timely administered. The report(s) will be forwarded to the applicable regional personnel office. A Covered Employee who is subject to post-accident testing must remain readily available for the testing, or will be deemed to have refused to submit for testing.

The applicable regional personnel office will ensure that each Covered Employee receives necessary information, procedures and instructions prior to performing a Safety-Sensitive Function, including operating a CMV, so that the employee is able to comply with the requirements of this Section.

4. Random Testing

The random testing of Covered Employees will be unannounced, spread reasonably throughout the year, and will be conducted to assure that all Covered Employees have an equal chance of being tested. The Covered Employees to be tested will be randomly selected using a scientifically valid method.

The minimum annual percentage rate for random alcohol testing is 25 percent of the average number of Covered Employees or such other rate as may be set annually by the Federal Highway Administration. The minimum annual percentage rate for random controlled substances testing is 50 percent of the average number of Covered Employees or such other rate as may be set annually by the Federal Highway Administration.

Upon request by a supervisor, a Covered Employee must immediately proceed to the designated collection or test site. A Covered Employee may only be tested for alcohol while the employee is performing a Safety-Sensitive Function, just before the employee is to perform a Safety-Sensitive Function, or just after the employee has ceased performing such function.

5. Return-To-Duty Testing

When a Covered Employee has engaged in Prohibited Conduct, the employee will be permitted to return to work in accordance with the following procedures:

- a. The employee will receive a mandatory referral to the university's Employee Assistance Program for an evaluation by a Substance Abuse Professional who will determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use; and
- b. If the employee is identified as needing assistance and a rehabilitation program has been prescribed, the employee must be evaluated by the Substance Abuse Professional to determine that the employee has properly followed the recommended rehabilitation program; and
- c. The employee must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 or, if the Prohibited Conduct involved a controlled substance, a return-to-duty controlled substance test with a result indicating a verified negative result for controlled substance use.

6. Follow-Up Testing

Following a determination by a Substance Abuse Professional that a Covered Employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the Covered Employee is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of the tests will be determined by the Substance Abuse Professional, but will consist of at least six tests in the first twelve months following the employee's return to duty and may continue for up to five years. Follow up testing for alcohol may only be conducted while the employee is performing a safety-sensitive function, just before the employee is to perform a safety-sensitive function, or just after the employee has ceased performing such function.

E. University Notification Obligations

1. The applicable regional personnel office will:

- a. notify a Covered Employee of the results of a pre-employment controlled substance test if the employee requests such results within 60 calendar days of being notified of the disposition of the employment application;
- b. notify a Covered Employee of the results of random, reasonable suspicion and post-accident tests for controlled substances;
- c. inform the Covered Employee which controlled substance or substances were verified as positive;
- d. make reasonable efforts to contact and request each person who submitted a specimen under the university's program, regardless of the person's employment status, to contact and discuss the results of the controlled substances test with a Medical Review Officer when the Medical Review Officer has been unable to contact the person and will immediately notify the Medical Review Officer that the person has been notified to contact the Medical Review Officer within twenty-four hours;
- e. provide information on contacting alcohol and/or Substance Abuse Professionals, counseling and treatment programs; and
- f. ensure that each Covered Employee receives educational materials that explain this Regulation, the meaning of alcohol and controlled substance misuse,

treatment programs available and alcohol and controlled substance testing procedures. Covered Employees will acknowledge in writing receipt of such information.

2. Before performing an alcohol or controlled substance test, the trained supervisor or other trained university official will notify the Covered Employee that will be tested of the nature of the test and the reasons for the test. The notice can either be written or oral.

F. Testing Procedures

1. Alcohol

Tests will be conducted under the guidance of a Breath Alcohol Technician selected by the university and in accordance with DOT regulations at one or more designated testing sites.

The site(s) will afford privacy to the individual being tested. If the result of an initial test is an alcohol concentration of less than 0.02, no further testing is required and the results are transmitted to the applicable regional personnel office in a confidential manner.

If the result of an initial test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed within twenty minutes. The results of an initial test and the confirmation test are printed on the breath alcohol test forms, signed by both the Breath Alcohol Technician and the Covered Employee, and transmitted to the applicable regional personnel office in a confidential manner. Should a breath test show an alcohol concentration of 0.02 or greater, a blood alcohol test may be offered to the Covered Employee as an option, although not required.

2. Controlled Substances

DOT regulations require testing for marijuana, cocaine, opiates, amphetamines and phencyclidine. Tests for these substances will be conducted under the guidance of the Medical Review Officer selected by the university and in accordance with DOT regulations at one or more designated collection sites. Collection of urine samples will allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen. It is a violation of federal law and these Regulations to adulterate or dilute a specimen during the collection procedure.

Test results are given to the Medical Review Officer for analyzing and reporting to the applicable regional personnel office.

G. Employee Refusal to Submit to Testing

Any Covered Employee who refuses to submit to a required alcohol or controlled substance test will be immediately removed from duty and such refusal will be treated as a positive test. Failure to provide adequate breath for testing when required without a valid medical explanation, failure to remain available for post-accident testing, failure to provide adequate urine for testing without a valid medical explanation, engaging in conduct that obstructs the testing process, or failure to sign the alcohol testing form constitutes a refusal to submit to testing.

H. If an Employee Tests Positive

If a Covered Employee has an alcohol concentration of 0.02 or greater in a confirmation test or tests positive for a controlled substance the employee is immediately disqualified from performing Safety-Sensitive Functions, including operating a CMV. The employee will also be subject to return-to-duty testing and disciplinary action as outlined in these regulations, and may be subject to follow-up testing.

I. Disciplinary Action

1. DOT regulations establish prohibited concentrations of alcohol and controlled substances that may be in a Covered Employee's system while the Covered Employee is performing a Safety-Sensitive Function and also establish other prohibited behavior for a Covered Employee. DOT regulations also establish certain minimum penalties for a Covered Employee who has a test result which exceeds the prohibited concentration amounts or

who has engaged in prohibited behavior. In general, these penalties include i) prohibitions on driving a CMV for a period of time following the prohibited behavior (with the length of time increasing as the number of instances of prohibited behavior increase), ii) referral to a Substance Abuse Professional, and iii) return to duty and follow up testing. An employer may, however, adopt stricter penalties.

2. In addition to the minimum penalties established by DOT regulations, the following disciplinary action will be imposed:
 - a. Covered Employees who test positive for controlled substances, who refuse to take a test or whose confirmation test result shows an alcohol concentration of 0.04 or greater will be considered to have engaged in behavior constituting grounds for dismissal for cause.
 - b. Covered Employees who engaged in other forms of Prohibited Conduct the first time will be relieved of duty without pay for the remainder of the employee's work day and for all of the next scheduled work day. For the second instance of Prohibited Conduct, the employee will be suspended for forty duty hours without pay. The third instance of Prohibited Conduct will constitute grounds for dismissal for cause.
 - c. Other violations of this regulation not described in a) and b) above will be dealt with in accordance with applicable policy, regulation or procedures.
3. The disciplinary action imposed by this section on a Covered Employee will be in addition to any other penalties that may be imposed for violations of state or federal laws or regulations pertaining to drivers of CMV's or holders of CDL's.

J. Access to Test Results

Except as required by law, no information about specific alcohol and controlled substance testing will be released by the university to outside parties. A Covered Employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to the employee's alcohol or controlled substances tests.

K. Records Retention

The applicable regional personnel office will maintain the following records in a secure location with controlled access:

1. Five Year Record Retention
Records of any employee alcohol test results indicating an alcohol concentration of 0.02 or greater; documentation of refusals to take required alcohol or controlled substance tests; verified positive controlled substance test results; equipment calibration documentation; documentation of Covered Employee evaluations and referrals; and a copy of the calendar year summary required by DOT regulations.
2. Two Year Record Retention
Records related to the collection process and training.
3. One Year Record Retention
Records of any negative and canceled controlled substance test results and alcohol tests results with a concentration of less than 0.02.

The Statewide Office of Human Resources will provide the regional personnel offices with a summary of additional records required to be maintained by DOT regulations. The regional personnel offices will be responsible for maintaining the additional records.

L. Training

All supervisors of Covered Employees and other university officials designated by the applicable chancellor to make reasonable suspicion observations will receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes of training on controlled substance use to assist them in determining whether reasonable suspicion exists to require an employee to undergo

testing. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. It will also cover available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to the Employee Assistance Program and/or referral to a higher management authority.

M. Self Reporting

A Covered Employee who self reports alcohol misuse or controlled substance use and requests university assistance will be immediately referred for treatment to a Substance Abuse Professional.

Within 10 working days, the employee must provide proof to the employee's supervisor of having undergone assessment screening. The proof must contain the treatment recommendations of the Substance Abuse Professional.

At least monthly, the employee will furnish the supervisor with proof of their continuing participation in the recommended treatment program until completed. Reoccurrences of alcohol misuse or controlled substance use will be subject to disciplinary action.

(06-20-97)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.03 - Recruitment and Staffing

P04.03.010. Recruitment Procedure.

Standardized procedures for recruitment will be established by university regulation. No recruitment will occur without available or anticipated budgeted funds.

(06-20-97)

P04.03.020. Screening and Selection Process.

Standardized procedures with appropriate constituent participation for applicant screening and candidate selection and notification will be established by university regulation.

(06-09-00)

P04.03.030. Special Recruitment Categories.

Categories and standardized procedures for alternative methods of recruitment will be established by university regulation. The university encourages promotional opportunities for existing employees.

(04-21-95)

P04.03.040. Public Disclosure.

The university will comply with Alaska law when responding to requests for employment applications and application materials.

(04-21-95)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.03 - Recruitment and Staffing

R04.03.010. Recruitment Procedure.

Each regional human resources office will post the following statement:

"Applications from all persons are welcomed; women, minorities, persons with disabilities, and veterans are especially encouraged to apply. The University of Alaska does not discriminate on the basis of race, color, religion, national origin, citizenship, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sex, age, disability or status as a veteran in employment proscribed by:

- Titles VI and VII of the Civil Rights Act as amended in 1991
- Title IX of the Education Amendments of 1972
- Executive Order 11246 as amended
- Vocational Rehabilitation Act as amended in 1992
- Americans with Disabilities Act
- Pregnancy Discrimination Act
- Equal Pay Act of 1963
- Civil Rights Restoration Act of 1987
- Immigration Reform & Control Act
- Vietnam Era Veterans Readjustment Assistance Act
- Age Discrimination in Employment Act
- Alaska Statute 18.80.220 and 14.40.050 of the Alaska Code

Inquiries concerning the application of these regulations to the university may be directed to the regional or local human resources office and/or affirmative action office, Statewide Office of Human Resources, Office of Federal Contract Compliance Programs, Department of Labor, Alaska Human Rights Commission, Department of Justice Office of Civil Rights, or the Equal Employment Opportunity Commission."

(01-12-07)

R04.03.011. Recruitment Procedure: Affirmative Action Goals and Recruitment.

- A. The affirmative action officer will monitor hiring activities for progress towards affirmative action goals. The AAO will meet with senior administrators, deans, directors, human resources, and hiring officials to discuss affirmative action goals and to recommend recruitment strategies to meet those goals.
- B. Hiring officials, with the assistance of the affirmative action and regional human resources offices shall make good faith efforts to recruit minorities, persons with disabilities, and persons in underrepresented categories, and will offer reasonable accommodation as appropriate.

(01-12-07)

R04.03.012. Recruitment Procedure: Reasonable Accommodation.

Applicants will be informed of the university policy to provide reasonable accommodation for applicants and employees with disabilities. They will be informed that they can request accommodations during any part of the application process, including interviews.

(01-12-07)

R04.03.013. Recruitment Procedure: Approval and Training.

- A. Each MAU will establish a process for approval to recruit to include, at a minimum, budgetary approval and approval by the regional human resources office.
- B. The regional human resources or affirmative action office will provide training to hiring authorities and search committees as needed to promote effective selection processes that comply with policy, regulations, and applicable state and federal law.

(01-12-07)

R04.03.014. Recruitment Procedure: Employment Process.

- A. The hiring official will:
 - 1. develop the vacancy announcement and advertising copy;
 - 2. develop screening and evaluation criteria;
 - 3. select the screening committee/individual screeners;
 - 4. conduct interviews and reference checks;
 - 5. select the best qualified candidate based on job-related criteria and available information;
 - 6. obtain approval for the recruitment process from the regional human resources office prior to making the job offer;
 - 7. for staff positions, identify appropriate starting salary in conjunction with the human resources office, and obtain authorization from the human resources office to offer the position and the approved salary;
 - 8. for faculty positions, identify appropriate starting salary and obtain authorization from the Provost, or designee, to offer the position at the approved salary;
 - 9. offer the position;
 - 10. notify unsuccessful candidates;
 - 11. submit required reports and documentation to the regional human resource office; and
 - 12. forward recruitment records to the regional human resources office or maintain the records for the required period of time.
- B. The regional human resources office will:

1. develop guidelines and processes for conducting and documenting recruitment and selection processes;
2. provide training on recruitment and selection processes;
3. approve vacancy announcements and advertising copy;
4. approve posted position requirements;
5. post vacancy announcements;
6. approve screening and evaluation criteria and processes prior to releasing applications to the hiring official;
7. approve screening documentation, including equal employment opportunity and affirmative action compliance, prior to proceeding to the interview process;
8. approve the recruitment process prior to authorizing the extension of a job offer;
9. for staff positions, approve the starting salary and step placement; and
10. maintain recruitment records and documentation for required period of time.

(01-12-07)

R04.03.015. Recruitment Procedure: Recruitment Requirements.

- A. Recruitments may be opened with or without specific closing dates. Sufficient time will be allowed to produce a pool of applicants and to document affirmative action efforts, as appropriate.
- B. Recruitments may be limited, with the approval of the human resources office, to current employees system-wide or at the regional, major organizational, or departmental level. Employees described in this subsection are also known as “internal applicants.”

C. Recruitment notices must include the following:

1. posting period;
2. position title;
3. position number;
4. notice of internal or external posting;
5. description of duties;
6. position requirements;
7. affirmative action statement;
8. reasonable accommodation statement;
9. public disclosure statement;
10. contact information.

D. The following affirmative action and public disclosure statements must be included in recruitment notices:

1. "An Equal Employment Opportunity/Affirmative Action employer and educational institution."
2. "Your application for employment with the University of Alaska is subject to public disclosure under the Alaska Public Records Act."

E. Advertisements are condensations of the recruitment notice and must include, at a minimum, the position title, posting period, contact information and the abbreviated affirmative action statement "EEO/AA."

F. Required education and experience will reflect the knowledge, skills, and abilities needed to perform the job satisfactorily based on the position description. Equivalencies to minimum education and experience qualifications may be allowed, except where required for licensing or accreditation.
(01-12-07)

R04.03.020. Screening and Selection Process.

A. Screening is a process of reviewing applicants using uniform and consistent criteria to identify the most qualified candidates. Screening processes will be consistent with accepted human resource practice. All phases of the screening process and all evaluation criteria will be non-discriminatory, content valid, and job related, based on the position's duties and responsibilities.

B. At a minimum, screening for a position will include evaluation of written applications, interviews, and reference checks. With approval of the regional human resources office, screening may be expanded or modified. Additional screening steps may include skills tests, written or practical tests, telephone interviews, writing samples or portfolios, and oral presentations.
(01-12-07)

R04.03.021. Screening and Selection: Reasonable Accommodation.

A. If a candidate with a disability, who is otherwise qualified to perform the essential duties of the position, is recommended for selection and seeks a reasonable accommodation, appropriate

accommodation will be made to allow performance of the essential functions unless to do so would pose an undue hardship or direct threat that could not be eliminated or reduced to an acceptable level by reasonable accommodation.

- B. In determining what constitutes a reasonable accommodation, hiring authorities are required to contact the Americans with Disabilities Act coordinator and the regional human resources office. The specific accommodations are to be determined through appropriate consultation with the person with the disability.

(01-12-07)

R04.03.022. Screening and Selection: Records and Reporting.

Selection documentation, including applications, screening and evaluation materials, and applicant flow data, must be retained for a period of three years. Records and data may be retained in electronic or hard copy format.

(01-12-07)

R04.03.031. Special Recruitment Categories: Temporary Hire.

- A. Recruitment and hiring procedures for the initial hire of a temporary employee are generally the same as for a regular recruitment. However, procedural modifications may be made in consultation with the regional human resources office.
- B. In the event a temporary position is re-authorized as an extended temporary position, a position description will be submitted to the human resources office for determination of the appropriate classification and pay grade.
- C. In the event a temporary or extended temporary position is re-authorized as a regular or term-funded position, the position will be filled according to policy and regulation.

(01-12-07)

R04.03.032. Special Recruitment Categories: Emergency Hire.

- A. The authority to use the emergency hire process requires prior approval of the regional human resources office. The affirmative action office or regional human resources office will review emergency hire patterns to ensure that a good faith effort has been made to contact members of underutilized classes.
- B. Emergency hires are made in unexpected cases where temporary employment demands are of a business necessity and emergency nature such as the following:
 - 1. to cover an employee on emergency or short-term, temporary leave;
 - 2. to appoint a short-term, temporary employee to assist with an unexpected increase in workload; or
 - 3. to temporarily fill a vacancy only for the duration of the normal recruitment and hiring process.

(01-12-07)

R04.03.033. Special Recruitment Categories: Casual Labor.

Casual labor is employment of an emergency or temporary nature for no more than five consecutive days for each irregular occurrence. Casual labor employment is not covered by the recruitment and selection processes described in R04.03.010 – 04.03.022. Each MAU will establish specific criteria and define a process for casual labor. Hire documentation must be completed prior to hire and will be maintained by the regional human resources office.

(01-12-07)

R04.03.034. Special Recruitment Categories: Promotion and Transfer.

When a position, excluding faculty, university officers, and senior administrators, is created or vacated, a potential promotional or transfer opportunity exists for all current university employees throughout the university system. The hiring official may:

- A. provide the vacancy as an internal opportunity before recruiting externally, in accordance with R04.03.015; for external postings, university employees will be considered on an equal basis with external applicants;
- B. directly appoint a qualified employee into the position as part of a training or development opportunity or an approved Career Development Plan, with the approval of the regional human resources office.

(01-12-07)

R04.03.035. Special Recruitment Categories: Direct Appointment.

Direct appointment is a selection made without open recruitment and requires approval of the regional human resources office. Direct appointments may be granted pursuant to R04.03.033 and in those cases in which open recruitment can be demonstrated to be inappropriate, such as:

- A. a request for a noncompetitive placement in a vacant position in the same or lower salary grade within the university system; prior approval of such placements must be obtained from both departments affected and the regional human resources office;
- B. to hire a qualified candidate from an underutilized class for whom an AAP hiring goal has been identified, provided that no applicant for employment may be directly appointed to any position solely on the basis of their protected class status;
- C. to hire an author, principal investigator, or staff of a restricted fund or other sole source project where the position exists only if a particular individual with exceptional qualifications is interested and available;
- D. to hire a term faculty member to replace a faculty member who unexpectedly fails to return for the beginning of classes, or is unavailable for other reasons, or when an unexpected increased enrollment warrants additional faculty.

(01-12-07)

R04.03.036. Special Recruitment Categories: Re-appointment of a Seasonal, Grant or Contract Worker.

An employee may be re-appointed into a temporary or term-funded seasonal, grant, or contract position within the same or following calendar year if the employee was originally selected and employed in accordance with policy and regulation and in consultation with the regional human resources office.

(01-12-07)

R04.03.090. Definitions.

In this chapter, unless the context otherwise requires:

- A. “AAO” means affirmative action officer and has the meaning given in R04.02.011;
- B. “AAP” means affirmative action plan and has the meaning given in R04.02.011;
- C. “hiring official” means the department or MAU level administrator, manager or supervisor who has been delegated the authority to extend a job offer;
- D. “regional human resources office” or “human resources office” is the appropriate MAU office responsible for administering human resource functions.

(01-12-07)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.04 - Faculty

P04.04.010. Academic Freedom.

Nothing contained in regents' policy or university regulation will be construed to limit or abridge any person's right to free speech or to infringe the academic freedom of any member of the university community.

(06-20-97)

P04.04.020. Construction.

This chapter and university regulation shall govern the university system and the institutions therein, regulating the matters contained herein as authorized by law. Nothing contained in this chapter shall be construed to restrict the power of the board to periodically alter, amend, revise, or repeal the provisions hereof in whole or in part from time to time.

(07-01-89)

P04.04.022 . Application.

This chapter and the university regulation promulgated under it shall apply to the university system and are designed and intended for use with appropriate policies and procedures developed for each university and community college, which the board will also approve. These policies and procedures may differ from each other in their provisions, but no provision of regents' policy and university regulation may supersede the application of the this chapter or university regulation.

(07-01-89)

P04.04.030. Definitions.

In this chapter, unless otherwise specified or the context requires otherwise,

- A. "academic ranks" means the ranks held by persons having the title of professor, associate professor, and assistant professor; which titles denote academic rank exclusively; the title of instructor may also be a title of academic rank at the discretion of the policies and procedures approved for each university; subject to the provisions of E. of this section;
- B. "faculty" means those persons who have accepted and hold appointment to academic rank or special academic rank;
- C. "non-tenure track position" means a position that does not provide a faculty member any rights to consideration for appointment to tenure;
- D. "policies and procedures approved for each university" means those policies and procedures designed by each university for its own use and approved by the board;
- E. "special academic ranks" means those ranks held by persons having a title or a qualification to a title specified in this paragraph; these titles denote special academic rank exclusively;

1. “adjunct” means a person employed to teach one or more courses up to 15 credit hours per year, or other academic assignment at less than 50 percent of a full-time appointment;
 2. “affiliate” means a person in voluntary faculty service, not employed by the university;
 3. “clinical” means a person in a special category reserved for practitioners in the health care delivery professions;
 4. “instructor” means a faculty member employed to teach and perform other faculty functions as assigned;
 5. “lecturer” is a person employed to teach full- or part-time;
 6. “Research” means a person in a position supported primarily by grant funding;
 7. “visiting” means a person ÷ employed to perform the faculty functions expected of academic rank for a specific period;
- F. "tenure" means the status of holding a faculty appointment on a continuing basis following evaluation and award according to the terms of P04.04.040.B;
- G. "tenure track position" means a position that may lead to consideration for appointment to tenure as described in the policies and procedures approved for each university; a tenure track position will require the performance of faculty function at least 50% of full-time; for exceptional cases, and when in the judgment of the chancellor the best interests of the university will be served, a faculty member may be appointed to a tenure track position at less than 100% but more than 50% of a full-time appointment;
- H. “university” means any one of the three universities within the University of Alaska.

Cross-reference: For other definitions applicable to this chapter, see P01.04.040.

(07-01-89)

P04.04.040. Appointment Categories.

The following categories of appointment shall be used to fully specify the type of appointment and associated rights:

- A. Type of Position
1. Tenure track position. Faculty appointed to tenure track positions either hold tenure or may become eligible for consideration for appointment to tenure under the conditions stated in P04.04.045. Time spent in these positions shall be counted towards the maximum time by which a tenure track appointee must be considered for tenure for continuation of employment. Faculty appointed to tenure track positions shall have titles of academic rank.
 2. Non-tenure track position. Faculty appointed to non-tenure track positions have no rights to consideration for appointment to tenure, nor does time spent in these positions count

toward tenure. Faculty appointed to these positions shall have titles of special academic rank.

B. Tenure Status

A faculty member appointed to a tenure track position may receive tenure only under the conditions of P04.04.045 and 04.04.050.

C. Faculty rank and title.

1. Academic rank. Titles of academic rank shall be the same throughout the university system with the exception of the use of the title "instructor" as set out in 3. below. Titles designating academic rank exclusively are: assistant professor, associate professor, and professor.
2. Special academic rank. Titles of special academic rank shall be the same throughout the university system with the exception of the use of the title "instructor" as set out in 3. below. Titles designating special academic rank exclusively are: lecturer and titles of academic rank preceded by the terms adjunct, affiliate, visiting, research, or clinical.
3. Instructor. The title "instructor" is to be used for those faculty employed to teach and perform other faculty functions as assigned. A university may, in accordance with the policies and procedures approved for that university, use the title of instructor as a title of academic rank or special academic rank, but not both.

D. Continuing and fixed term appointments

1. Continuing appointment. A continuing appointment is one that is expected to continue unless a faculty member is terminated in accordance with P04.04.047. Continuing appointments shall be given with appointment to academic rank and tenure track positions, with or without tenure. A continuing appointment may be appropriate for an appointment to special academic rank. Continuing appointments may be made for up to three years in duration. Appointment may be renewed subject to limitations imposed by P04.04.045.
2. Fixed term appointment. A fixed term appointment is one that is expected to expire at the end of a specified period of up to three years unless renewed or terminated early in accordance with P04.04.047. Such appointments may not be made for periods longer than three years, but may be renewed. Fixed term appointments may be given to a faculty member appointed to special academic rank.
3. Terminal appointment. A terminal appointment is a non-tenure track fixed term appointment used when a decision has been made to terminate a faculty member at the end of the next appointment.

E. Appointments of distinction for faculty.

1. Distinguished Professors. Tenured appointment as distinguished professor may be made by the president, subject to a process of review and recommendation established by the chancellor of the MAU in which the faculty member holds tenure.

2. Distinguished Visiting Professors. Appointment as distinguished visiting professor shall be made by the chancellor, following consideration of recommendations of the faculty. Such appointment shall be reported to the president and shall be a non-tenure track appointment for a period of time not to exceed three years. These appointments are renewable indefinitely.
3. Professor Emeritus or Emerita. Appointment as professor emeritus or emerita is an honor conferred by the chancellor, following consideration of recommendations by the faculty, upon an outstanding retiree of the university as described in P04.04.030 and university regulation related to retirement.

(04-14-05)

P04.04.041. Appointment Year and Appointment Obligation.

- A. Unless the terms of appointment otherwise provide, the normal appointment year shall be from July 1 to June 30 or a portion thereof, regardless of payroll mode. The duration of appointment obligation may be for a full year or less as follows:
 1. Fiscal year obligation. An obligation of service for the full fiscal year, i.e., twelve months;
 2. Academic year obligation. An obligation of service for the academic year as set by each university or community college;
 3. Institutional year obligation. An obligation of service for any period less than a full year, other than the academic year.
- B. Academic year and institutional year faculty may be required to serve at dates necessitated by a unit's operating requirements.

(04-15-04)

P04.04.042. Faculty Obligation.

- A. Faculty obligation may include teaching, research or other scholarly and creative activity, public service, university service and other duties and responsibilities required of a faculty member during the appointment year, and shall be consistent with academic rank and professional or disciplinary field.
- B. A faculty member shall not engage in outside activities that interfere with or are inconsistent with the performance of faculty obligation or are determined to run counter to the provisions of the AS 39.52 (Alaska Executive Branch Ethics Act) or P04.10.030 or R04.10.030 governing conflict of interest.

(04-15-04)

P04.04.043. Method of Appointment.

All appointments shall be made by the chancellor or the chancellor's designee in accordance with this chapter, university regulation and procedures approved for each university.

(04-15-04)

P04.04.045. Tenure.

- A. Tenure is established to assure the academic community an environment that will nurture academic freedom by providing employment security.
- B. The responsibilities rights and privileges of tenure are:
 - 1. Performance: A tenured faculty member has a responsibility to maintain high standards of professional performance and conduct.
 - 2. Appointment: An appointment with tenure shall be an appointment to academic rank which shall not be affected by changes in such rank and shall be continued until resignation, retirement, or termination. The award of tenure guarantees continuing appointment for at least nine months per year. Any change in fraction of full-time appointment as a tenured faculty member must be by mutual consent of the university and the faculty member. The award of tenure does not exempt a faculty member from changes in policies and procedures approved for each university.
 - 3. Locus of tenure: Faculty are tenured within an academic unit or units of a university of the University of Alaska system.
- C. Tenure is not received automatically. It is awarded only following careful consideration of an applicant faculty member in accordance with the methods described in this chapter and the policies and procedures approved for each university. Following consideration of the recommendations of the faculty, the chancellor may grant tenure to faculty who are qualified.
- D. Eligibility for consideration for award of tenure:
 - 1. Criteria. Tenure may be awarded to faculty appointed to a tenure track position and any academic rank. Tenure is not awarded to faculty members holding special academic rank.

2. Conditions. A faculty member may request an evaluation for award of tenure during any year of service. However, a faculty member must be reviewed for tenure in accordance with the following:
 - a. Initial appointment to full or associate professor. An initial appointment to the rank of professor may be made with or without tenure. However, faculty receiving such appointments without tenure must be reviewed for tenure no later than the second consecutive year of service. Appointments to full professor may continue beyond the third year only with tenure. Initial appointment to the rank of associate professor also may be made with or without tenure. Likewise, faculty receiving such appointments without tenure must be reviewed for tenure no later than the fourth consecutive year of service. Appointments to associate professor may continue beyond the fifth year only with tenure.
 - b. Promotion to associate professor. Non-tenured faculty undergoing review for promotion to associate professor must also be reviewed for tenure. Promotion to associate professor cannot be made without prior or simultaneous award of tenure.
 - c. Review of assistant professor. All non-tenured faculty appointed at the rank of assistant professor must be reviewed for tenure no later than the seventh consecutive year of service in this rank. Service in this rank or in a combination of this rank and a tenure track appointment as instructor may continue beyond the eighth year only with tenure.
 - d. Review of instructor. Faculty with the title of instructor may be reviewed for tenure only if the title is one of academic rank according to policies and procedures of an individual university. In this case faculty must be reviewed for tenure no later than the seventh consecutive year of service in this rank. Service in this rank may continue beyond the eighth year only with tenure if the title is one of academic rank.
3. Years of Service
 - a. Toward mandatory review. In computing total consecutive years of service for determining the time of mandatory tenure review, periods of leave at full salary and sabbatical leave will be included. Periods of leave of absence at partial or no salary shall not be included unless requested by the faculty member and approved at the time the leave is granted. However, regardless of inclusion in the computation of total years, leave of absence shall not be deemed an interruption of otherwise consecutive service. Years of service preceding a break in consecutive years of university employment may be counted only upon agreement between the faculty member and the university at the time of re-employment.
 - b. Partial year of service. A partial year of service which includes at least one semester of full-time faculty service, as in a mid-year appointment, will be included as a full year of service in computing the time of mandatory tenure review only if this year has been included in determining eligibility for any

sabbatical leave.

- E. Failure to receive tenure. A faculty member must stand for tenure in the mandatory review year as defined in D.2 of this section. If tenure is not awarded, the faculty member shall be offered a terminal appointment for one additional year of service. A faculty member may stand for tenure prior to the mandatory year of review. In so doing, the candidate may withdraw at any step in the process prior to review by the chancellor. If the decision of the chancellor is to deny tenure, the faculty member shall be offered a terminal appointment.
- F. A faculty member who is offered tenure by a university pursuant to this policy but who declines to accept it may continue to be employed in a manner to be determined by the chancellor of each university.

(04-15-04)

P04.04.047. Termination of Faculty Appointment.

- A. Termination is the severance of the employment relationship of a faculty member which is based on a decision to discontinue an existing employment relationship. Faculty may be terminated under any of the conditions set out in this section.
- B. Non-retention. Non-retention follows a decision not to continue the employment of a non-tenured faculty member in a tenure track position or of a faculty member holding special academic rank and a continuing appointment. The chancellor or the chancellor's designee will notify the faculty member of this decision in writing not less than:
 - 1. three months prior to the end of an appointment expiring at the end of a faculty member's first year of uninterrupted service within the university system, but not later than March 1 for appointments ending in May, June, July or August;
 - 2. six months prior to the end of an appointment expiring after the completion of one, but not more than two, years of service within the university system, but not later than December 15 for appointments ending in May, June, July or August;
 - 3. twelve months prior to the expiration of an appointment after two or more years of uninterrupted service within the university system.
- C. Failure to receive tenure. Following a decision not to award tenure in the mandatory year for tenure review, the faculty member will receive notice at least twelve months prior to the end of the academic or fiscal year of final service.
- D. Retirement. Retirement eligibility is determined by the Teachers Retirement System, the Public Employees Retirement System of the State of Alaska, or the University of Alaska Optional Retirement Plan. Faculty planning to retire shall notify their supervisor as soon as possible prior to the anticipated retirement date.
- E. Resignation. A faculty member intending to resign from employment with the university system shall file with the appointing authority a written resignation stating the effective date. A faculty member is expected to provide notice adequate to allow for his or her orderly replacement.
- F. Discontinuance of program. When a decision is made to discontinue a program following

program review as specified in R10.06.010, a good faith effort must be made to place tenured faculty in another program where appropriate. The chancellor or the chancellor's designee will notify each faculty member of the decision to terminate employment in writing not less than:

1. Three months prior to the end of the academic or fiscal year of a faculty member's first year of uninterrupted service within the university system, but not later than March 1 for appointments ending in May, June, July or August.
2. Six months prior to the end of the academic or fiscal year after the completion by a faculty member of one, but not more than two, years of service within the university system, but not later than December 15 for appointments ending in May, June, July or August.
3. Twelve months prior to the end of the academic or fiscal year after two or more years of uninterrupted service within the university system.
4. Should the program be reactivated within two years, a tenured faculty member shall be invited to return to the program faculty. The faculty member must notify the university of the decision to decline or accept within 30 days of receipt of this invitation.

G. Reduction in program. When a decision is made to reduce a program following program review under R10.06.010 a good faith effort must be made to retain tenured faculty in preference to non-tenured faculty, or to place tenured faculty in another program where appropriate. The chancellor or chancellor's designee will notify each faculty member of the decision to terminate employment in writing not less than:

1. Three months prior to the end of the academic or fiscal year of a faculty member's first year of uninterrupted service within the university system, but not later than March 1 for appointments ending in May, June, July or August.
2. Six months prior to the end of the academic or fiscal year after the completion by a faculty member of one, but not more than two, years of service within the university system, but not later than December 15 for appointments ending in May, June, July or August.
3. Twelve months prior to the end of the academic or fiscal year after two or more years of uninterrupted service within the university system.
4. Should the program be expanded within two years, tenured faculty members shall be invited to return to the program faculty. The faculty member must notify the university of the decision to decline or accept within 30 days of receipt of this invitation.

H. Financial exigency. Following a declaration of financial exigency under P04.09 and related university regulation, faculty members are entitled to a minimum of 60 calendar days notice in advance of the cessation of their employment.

I. Cause. Faculty may be dismissed immediately for cause. In this section, "cause" means some substantial shortcoming that renders continuance in employment detrimental to appropriate discipline and efficiency of service including incompetency, neglect of duty, unprofessional conduct, or other conduct that interferes substantially with the continued performance of duties.

“Cause” may also include physical or mental incapacity.

(04-15-04)

P04.04.050. Evaluation of Faculty.

- A. It is the policy of the university to evaluate faculty on a schedule to be set as appropriate for and by each university according to regents’ policy and procedure. Such evaluation shall be the responsibility of the chancellor or the chancellor’s designee.
- B. The purpose of evaluation pursuant to this chapter shall be the appraisal of:
 - 1. the extent to which the faculty member has met the professional obligation;
 - 2. the extent to which the faculty member's professional growth and development has proceeded;
 - 3. the prospects for the faculty member's continued professional growth and development; and
 - 4. the identification of changes, if any, in emphasis required for such growth.
- C. Written documentation of the evaluation shall be made available to the faculty member concerned. These evaluations shall play a major part in determining if the faculty member will receive renewal of employment or be promoted or tenured.
- D. In conducting evaluations pursuant to this chapter, faculty and administrative evaluators may consider, but shall not be limited to, the criteria set out in 1.-7. of this subsection as appropriate to the faculty member's professional obligation. In addition, units may elaborate in writing on these or other criteria that take into account the distinctive nature of the discipline or special university assignment. Criteria may include:
 - 1. mastery of subject matter, demonstrated by such things as advanced degrees, licenses, certifications, awards, honors and reputation in the subject matter field;
 - 2. effectiveness in teaching, demonstrated by such things as: evaluation by peers; reaction of students as determined by surveys and classroom and laboratory observations; development of improved teaching materials and processes; development of new courses; advising of students; assessments of student achievement; and participation in necessary and routine duties that support classroom performance;
 - 3. scholarly and creative activity, which is activity beyond the development of curriculum demonstrated by such things as: success in developing and carrying out significant applied and basic research; work in contributing to the arts; publication in advancing knowledge; and reputation among colleagues and peers both within and without the university;
 - 4. effectiveness of public service, demonstrated by such things as: professionally related and publicly recognized service to constituencies external to the university, including public and private sector groups, governmental agencies, elementary and secondary schools, boards, commissions, committees, public interest groups, community groups,

businesses, and urban and rural residents; successful design and implementation of technology-transfer programs to external constituencies; application of directed research to the needs of constituencies; recognition, awards, and honors from constituent groups; and reputation among peer deliverers of public service;

5. effectiveness of university service, demonstrated by such things as: work on university committees and task forces; participation in faculty governance; colleague assistance; administrative work; and work with students beyond formal teacher-student relationships;
6. professional development, demonstrated by such things as: research and other scholarly and creative activity; continuing education or other activities to keep abreast of current developments in the faculty member's fields; and ability to successfully handle increased responsibility in the faculty member's professional obligation;
7. total contribution to the university, demonstrated by overall contribution to the mission of the university system and of the individual unit.

(12-11-90)

P04.04.052. Evaluation of Faculty for Tenure.

- A. Evaluation of non-tenured faculty for tenure shall be in accordance with this chapter and the policies and procedures approved for each university. The chancellor may award tenure to such faculty as are, in the chancellor's opinion, qualified and for whom tenure would be consistent with institutional need and mission. The chancellor shall give consideration to the recommendations of faculty and other appropriate sources.

- B. Faculty holding academic rank shall be eligible for evaluation for tenure in accordance with P04.04.045 and 04.04.050.
 - C. Policies and procedures approved for each university shall delineate the exclusive process by which the applicant may seek reconsideration of a decision not to award tenure. The process shall allow the applicant to appeal to the president only in those instances in which the chancellor's action is inconsistent with the recommendations of the reconsideration review body appropriate for each university.
- (07-01-89)

P04.04.054. Evaluation of Faculty for Renewal of Appointment.

- A. Evaluation of non-tenured faculty for renewal of appointment shall occur at regular intervals in accordance with this chapter and the policies and procedures approved for each university. The chancellor or the chancellor's designee may reappoint such faculty as are, in the chancellor's or designee's opinion, qualified and for whom reappointment would be consistent with institutional need and mission. The chancellor or designee shall give consideration to the recommendations of faculty and other appropriate sources as well as to the operating requirements of the university.
 - B. All non-tenured faculty holding academic rank or special academic rank are eligible for evaluation for reappointment and must be evaluated in accordance with the terms and conditions of their appointment and with the provisions of P04.04.050 and the policies and procedures approved for each university.
 - C. Policies and procedures approved for each university shall delineate the exclusive process by which a faculty member denied reappointment may seek reconsideration of the decision.
- (07-01-89)

P04.04.056. Evaluation of Faculty for Promotion.

- A. Evaluation of faculty for promotion shall be in accordance with this chapter and the policies and procedures approved for each university. Following the recommendations of the faculty, the chancellor may promote faculty for whom promotion would be consistent with institutional need and mission.
 - B. Faculty are eligible to request consideration for promotion to the next highest rank in accordance with P04.04.050 and the policies and procedures approved for each university.
 - C. Policies and procedures approved for each university shall delineate the exclusive process by which the applicant may seek reconsideration of a decision not to promote. The process shall allow the applicant to appeal to the president only for decisions regarding promotion to full professor and only in those instances in which the chancellor's action is inconsistent with the recommendations of the reconsideration review body appropriate for each institution.
- (07-01-89)

P04.04.060. Sabbatical Leave.

- A. Sabbatical leaves for professional development may be made available to faculty with academic rank who meet the requirements set forth in this section. The objective of sabbatical leave is to increase the faculty member's value to the university and thereby improve and enrich its

programs.

- B. Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experience of professional value and may include associated travel.
- C. Faculty holding academic rank who will have completed at least five consecutive years of service within the university system shall be eligible for consideration to take sabbatical leave during the sixth or subsequent year of service. Applicants who will have completed at least five consecutive years of service within the university system from the date of return from any previous sabbatical leave shall be eligible to be granted another sabbatical leave to be taken during the sixth or subsequent year. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included. A partial year of service which includes at least one semester of full-time faculty service may be included as a full year of service for the purposes of eligibility for sabbatical leave if also counted as time towards mandatory tenure review. The faculty member must apply for such inclusion in writing. Periods of leaves of absences, other than vacation and sick leave with salary, and periods of part-time service shall not be included but shall not be deemed an interruption of otherwise consecutive service.
- D. Sabbatical leaves may be granted for one academic year or an equivalent period at rates not to exceed six months salary or for one semester or an equivalent period at rates not to exceed one semester's salary. Faculty may, with the prior approval of the chancellor, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. In such cases, the chancellor may adjust the sabbatical leave salaries to reflect such income provided that total earnings for the leave period are not less than full salary had the recipient not been on leave. A faculty member on a terminal appointment loses any rights to a sabbatical leave.
- E. Applications for sabbatical leaves shall be submitted to the chancellor through channels and procedures contained in approved policies and procedures. Each application shall include a statement outlining the program to be followed while on sabbatical leave and indicating any prospective income from outside of the university system.
- F. The recipient is obligated to return to the university for further service of at least one appointment period. Failure of the recipient to fulfill this obligation will require the full and immediate repayment of salary and benefits received from the university while on leave, except in extenuating circumstances acceptable to the chancellor.
- G. A written report detailing the professional activities and accomplishments for which the leave was granted and specifying the sources and amounts of additional funds secured for this period shall be submitted by the recipient to the chancellor within three months after returning from leave.
- H. Consistent with provisions of D. of this section, the chancellor may approve such sabbatical leave as the chancellor deems appropriate. A record of such leaves shall be reported to the president annually.
- I. Vacation and sick leave credits shall not be accrued or used during sabbatical leave.

(06-08-90)

P04.04.062. Time Off in Lieu of Annual Leave.

Faculty will receive time off rather than annual leave.

(06-20-97)

P04.04.070. Emeritus Status.

Emeritus status is an honor conferred by the chancellor upon the outstanding retirees of the university and not an automatic recognition of services rendered. The perquisites of emeritus status will be as provided by university regulation.

(06-20-97)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.04 - Faculty

P04.04.062. Time Off in Lieu of Annual Leave.

Faculty members with less than 12 month contracts will receive time off rather than annual leave, which must be taken during times in the contract period as specified by the appropriate chancellor. Time off will not accrue from one contract period to the next if not used, and no payment is made for time off not used when a faculty member terminates employment.

(06-14-96)

R04.04.070. Emeritus Status

- A. A full-time faculty member who has attained the rank of full professor and who has retired after a minimum of 10 years at the University of Alaska immediately prior to retirement may be honored through appointment as professor emeritus. Recommendations for conferring emeritus status may be made by the appropriate dean to the appropriate Promotion Committee to be evaluated on the basis of the criteria for promotion to the rank of full professor with the added caveat that the position of professor emeritus is the highest honor that can be bestowed upon a retiring faculty member. The committee's recommendations will be forwarded to the chancellor whose decision is final and non-reviewable.
- B. In exceptional circumstances, the chancellor, or in the case of statewide administration employees, the president, may confer emeritus status on other meritorious employees who have provided a minimum of 10 years of faithful service of high quality to the institution. Recommendations will proceed along the appropriate administrative channels to the chancellor or the president.
- C. The Board of Regents may confer emeritus status upon a retiring president of the university.
- D. Privileges available to emeritus employees may include the following:
 - 1. Listing in the appropriate university directory and catalog.
 - 2. Invitations to major university functions.
 - 3. Notice of campus functions and social gatherings.
 - 4. Use of library, gymnasium and food facilities on the same basis as active employees in their category.
 - 5. Access to electronic mail, office space, laboratories and/or research facilities (where such access is available at no charge to the university and does not displace other faculty, staff, and/or students).
 - 6. Receipt of an identification card.
 - 7. Waiver of tuition for courses in which they themselves are enrolled.

- E. Upon appointment to emeritus status, a retiring employee will be designated by the proper title Emeritus/Emerita.

(02-22-01)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.05 - Salary Administration

P04.05.010. Compensation Policy and Responsibilities.

- A. Compensation is the total of salary plus all programs and benefits with monetary value, including health and other insurance, contributions to retirement and pension programs, holiday and leave provisions, educational opportunities, bonuses, and other employer costs that benefit employees. Information regarding total compensation will be communicated to staff on a regular basis.
- B. The university's total compensation package will facilitate staff recruitment and retention. University administration will analyze current practice effectiveness, and revise practices to sustain a viable workforce.
- C. Compensation for bargaining unit members is established by collective bargaining agreements. This chapter applies to those employees not covered by a collective bargaining agreement.
(07-31-01)

P04.05.020. Employment Definitions.

Employment with the university will be designated by status and pay type as established by university regulation.
(06-08-01)

P04.05.030. Job Evaluation Process.

Compensation will be under a classification system to be established by university regulation. Criteria for the establishment, maintenance and implementation of a classification system and methods for evaluating jobs for purposes of classification will be established by university regulation. The process for appealing an assigned job classification will be established by university regulation and will not be subject to grievance under P04.08 and R04.08. Compensation will be determined based upon the established classification for the job.
(06-08-01)

P04.05.040. Salary Structures.

Salary structures for designated employee categories will be established and set forth in university regulation. The board must approve salary structures and any cost of living or other adjustments to the structures, except as provided in P04.05.041 - 04.05.044. Methods for placement and movement will be established in university regulation.
(12-09-04)

P04.05.041. Officers of the University and Senior Administrators.

The salary structure for positions in this category will be based on appropriate market referents established by the president. The president will designate those positions to be placed in this category. (06-08-01)

P04.05.042. Faculty.

Faculty will be compensated in accordance with university regulation. (06-08-01)

P04.05.043. Regular Exempt and Nonexempt Staff.

- A. Regular exempt and nonexempt staff will be compensated in accordance with university regulation.
- B. Annual cost of living adjustments will be provided in accordance with university regulation.
- C. All recipients of annual in-grade salary increments will have at least a satisfactory or higher performance evaluation. (12-09-04)

P04.05.044. Casual Labor, Temporary Exempt and Nonexempt Staff, and Student Employees.

Casual labor, temporary exempt and nonexempt staff, and student employees will be compensated in accordance with university regulation. (06-08-01)

P04.05.050. Performance Bonus.

The president or the president's designee, may establish, from available resources, funds to be distributed as bonuses to meritorious employees in extraordinary circumstances, including those employees whose current pay is beyond the end of the salary schedule. Distribution of bonuses will be made in accordance with procedures established by the president or the president's designee. (06-20-97)

P04.05.060. Geographic Salary Differentials.

Geographic salary differentials compensate employees for differences within Alaska for factors including cost-of-living. Geographic differentials may be established by university regulation and be based on the most recent State of Alaska geographic differential study. (06-08-01)

P04.05.070. Shift Differentials.

Any provisions for shift differentials will be established by university regulation.

(06-08-01)

P04.05.080. Responsibility for Plan Documentation.

The statewide office of human resources established under P04.01.010 will be responsible for maintaining all master plan and summary plan documents relating to the compensation and benefit programs operated by the university. The documents retained by the office will govern in all disputes.

(06-08-01)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.05 – Salary Administration

R04.05.010. Compensation Policy and Responsibilities.

Prior to implementing new programs or modifying existing programs the university administration will consult with the appropriate governance groups.

(08-17-01)

R04.05.020. Employment Definitions.

A. Pay Status

Employment status will be designated according to the following definitions:

1. Active Employee

Status in which a person is actively employed by the university, either on a regular or temporary basis. An employee who is between the end of one contract period and the beginning of the next contract period (e.g., less than 12 month employees) will be considered an active employee for the purposes of employee benefit eligibility.

2. Leave of Absence

Status in which an employee is on approved leave for a specified purpose and period of time, during which the employee receives no compensation, and accrues and receives no university paid benefits, unless mandated by state or federal law.

3. Sabbatical or Special Assignment

Status in which an employee is on an approved leave for a specified period of time for professional development during which the employee receives compensation in part or in total from the university.

4. Termination

Status under which an employee's employment relationship is severed with the university or as defined by university benefit plans.

B. Pay Type

1. Collective Bargaining Unit members will have pay type as established by collective bargaining.

2. University officers and senior administrators will have pay type and pay grades established by the president of the university.

3. Exempt (administrative/professional/technical or APT) personnel will have pay type and

pay grades established by the job classification system.

4. Nonexempt (classified) personnel will have pay type and pay grades established by the job classification system.
5. Student employees will have pay type and pay grades established by special conditions for student employment.
6. Agricultural Workers will have pay type and pay grades established by job evaluation, with special conditions as prescribed by the Fair Labor Standards Act and the Alaska Wage and Hour Laws covering agricultural employees.
7. Temporary Faculty (adjunct) will have pay type established by the chancellor.

C. Employment Categories

1. Regular Employee

To be considered a regular employee, an individual must be in active, sabbatical, special assignment, leave of absence or leave without pay status, and have a continuing appointment or term-funded appointment.

To be considered benefit-eligible, a regular employee must be in active pay status and must work 50 percent or more of full-time in a budgeted position, contract, grant or general fund, which is expected to be continued from year to year.

Special categories of regular employees must meet the following criteria:

a. Term-funded Employee

A term-funded employee is expected to work a minimum of 1,040 hours in a 12-month period and be continued for a specified length of time or a specified duration of a project, grant or contract and will be terminated at the end of such time or as a result of inadequate funding necessary to maintain 50 percent or more of full time on a regular basis.

A term-funded employee will be provided, in writing, the terms and conditions of his/her employment at time of hire and at least annually thereafter. A term-funded employee is not eligible for layoff or any type of leave after the last day of his/her work assignment or after the expiration of the grant or contract. A term-funded employee is eligible for layoff provisions of policy and regulation for the remainder of his/her work assignment, grant, or contract period as stated in his/her most recent letter of appointment.

b. Extended Temporary Employee

An extended temporary employee must work 50 percent or more of full-time in order to be benefit-eligible.

c. Academic Employee

An academic employee must work 50 percent of full-time or more in a budgeted teaching, librarian, counselor, research, museum, or similar position in order to be benefit-eligible.

2. Temporary Employee

Casual labor, adjunct faculty, and employees who do not work in budgeted positions, and who do not meet the criteria for regular employment as outlined above, will be considered temporary employees.

Casual labor employment will be on an emergency hourly paid basis for no more than five days for each irregular occurrence. These positions are ineligible for university benefits and employment documents must be completed before work begins.

3. Full-time Employee

Full-time employment may be either regular or temporary as described above and must meet the following criteria:

- a. Exempt (nonacademic) or nonexempt employees have an appointment stipulating an anticipated work week of 40 or more hours on a continuing basis for the entire contract period.
- b. Exempt academic employees work in a teaching, research, service, librarian, museum, or similar position delivering a combination of public service, research and/or instructional activity. Detailed definitions are contained in Policy 04.04.

4. Part-time Employee

Employees who do not meet the criteria for full-time as described above in 3a. or b. will be considered part-time employees. Part-time employment may be either regular or temporary (as described above).

- a. Exempt (nonacademic) and nonexempt regular part-time employees, work 20 or more hours per week on a regular basis during the employment contract period and work in budgeted or term-funded positions.
- b. Exempt academic regular part-time employees, deliver no less than 7.5 credit hours per semester in a combination of research, public service and/or instructional activity.

- c. All part-time employment not covered by 4.a or 4.b will be considered to be temporary employment.

5. Student Employee

Student employee status will be defined as nonexempt, temporary employment that is non-continuous and variable as necessitated by both department requirements and student academic schedules.

D. Fair Labor Standards Act and Alaska Wage and Hour Law Criteria

1. Nonexempt Employment

- a. Employees in nonexempt categories will be compensated on an hourly basis, rather than salary, and will be eligible for overtime pay for hours worked in excess of 40 per work week, as approved in advance by the employee's immediate supervisor, unless otherwise excepted by the Fair Labor Standards Act and/or the Alaska Wage and Hour Laws. Hours worked excludes all leave and holiday hours.
- b. Nonexempt employees will not be eligible for compensatory time-off in lieu of overtime pay. This regulation does not prohibit the arrangement of flexible working schedules for employees which do not exceed 40 hours in any work week.
- c. Nonexempt employees are required to submit timesheets for all hours.

2. Exempt Employment

- a. Employees in exempt categories will be compensated by salary, rather than hourly rates of pay, and will not be eligible for overtime pay.
- b. Exempt employees are not required by federal or state law to submit timesheets for pay purposes; however, they may be required to do so by the supervisor or department head and must always submit timesheets when using leave hours during the pay period in question.

(06-20-97)

R04.05.030. Job Evaluation Process

Criteria for the job evaluation system (exempt/nonexempt) will include a written list of essential functions, a method for evaluating jobs, and assignment of appropriate job titles and salary grades for regular non-faculty jobs in the University of Alaska system.

- A. General. Jobs are evaluated based on essential functions.
- B. Job Evaluation/Re-evaluation

When there is a need for a new job, or the re-evaluation of an existing job:

1. The supervisor will describe the essential functions of the job using the evaluation form. This process may include consultation with the incumbent or may require the incumbent to initiate a draft.
2. Job evaluation forms must be signed by the supervisor and department head prior to evaluation. The signature of the supervisor and department head verifies the content, accuracy, and completeness of the job evaluation form. If the job being described has an incumbent, the incumbent will be allowed to review the completed job evaluation form.
3. Completed job evaluation forms will be submitted to the regional personnel office for review prior to submission for evaluation.
4. The evaluation of a temporary job is normally required and conducted by the regional personnel office. In exceptional circumstances, the completion of a job evaluation form and subsequent evaluation may be waived by the regional personnel office. However, at minimum, a written outline of essential functions to be performed will be maintained and communicated to a temporary employee at time of hire and as appropriate thereafter. Job evaluation is not required for casual labor jobs.

5. Job Evaluators

Job evaluations will be conducted by trained evaluators at the regional personnel offices.

C. The regional personnel office will:

1. Assign a staff member to act as the evaluator.
2. Determine the appropriate evaluation, job title, and salary grade based upon evaluation results.
3. Determine Fair Labor Standards Act status.
4. Notify the appropriate supervisor(s) of the evaluation results. Evaluation results are effective the first day of the next full pay period following submission of the JEF to the regional personnel office.
5. Maintain a record of classification results.

D. The Statewide Office of Human Resources will:

1. Maintain a record of grade placement for all university staff positions.
2. Maintain the official job title master.
3. Facilitate a systemwide appeal process.

E. Appeals of Job Evaluation

Disagreement with job grade placement may be appealed in writing to the appropriate regional

personnel director who will refer the request to the appeals committee for decision. The appeals committee will consist of at least 5 trained evaluators; 2 employee representatives and at least 3 representatives of the 4 MAU personnel offices. The employee representatives will be appointed by the personnel directors, upon recommendations from Staff Governance and will be trained prior to attendance of an appeals committee meeting.

The appeals committee will meet as needed, but no more frequently than on a monthly basis. The appeals committee will review grade placement and appropriateness of job title. The determination of the appeals committee is the final exclusive remedy and is not subject to grievance under Regents' Policy and University Regulation 04.08.

Should an appeal result in a grade change, evaluation results are effective retroactive to the first day of the next full pay period following the initial submission of the JEF to the regional personnel office.

(07-14-02)

R04.05.035. Job Classification System

This Section is added to accommodate the July 2002 implementation of the job classification system. For positions moved into the new system, these regulations supersede the Job Evaluation Process Regulations in Section 04.05.030. When all positions are moved to this new system, Section 04.05.030 will be deleted.

A. General

The Job Classification System groups work into Job Families. Levels within the job family reflect the nature and complexity of the work. The Job families are evaluated, using the Hay Evaluation System, to link each level with a salary grade. Individual positions are allocated to the appropriate family and level based on the family concept and level descriptions.

B. Development/Modification of Job Families

1. The Statewide Office of Human Resources will establish a process for developing and modifying job families. The process shall include participation by HR professionals, clients and subject matter experts.
2. New or revised job families must be approved by the chief human resources officer.

C. Implementation

1. Timing

- a. Initial implementation for job families will be scheduled following completion, at a time convenient to and concurrent with the payroll cycle.
- b. For jobs converted to the job classification system after an initial job family implementation, the effective date will be the first day of the next full pay period.

2. Salary Impact

- a. If the grade remains the same, salary will be unchanged.
- b. If the new grade is lower, the current incumbent will be grand-parented into their current grade and step progression. When the incumbent leaves the position, the appropriate job family level and grade will be used to refill the job.
- c. If the new grade is higher, salary adjustments will be phased in using a temporary Transition Grid added to the existing salary grade structure. Employees will move to the step or transition step in the higher grade that is equal to current pay. If there is no equal step, the employee moves to the next closest higher step.

3. Reclassification Freeze

For groups implemented after May 15, 2003, reclassification activity will be frozen for three months following implementation.

D. Position Allocation

1. Position Description (PD) Form

The PD Form replaces the Job Evaluation Form. The supervisor will use the PD Form to describe the primary duties and responsibilities of the position. The PD Form must be reviewed and signed by the Supervisor and an executive class position or delegee to verify content, accuracy and completeness of the information. If the job being described has an incumbent, s/he also will review the completed form.

2. New Positions

The regional Human Resources Office will allocate the position based on the PD Form prior to initiating recruitment.

3. Reclassification

The regional Human Resources Office will allocate the position based on the PD Form provided by the supervisor.

4. Refilling Vacancies

a. Change in Job Family/Series

The Regional Human Resources Office approves Job Family/Series changes based on the revised PD Form.

b. Change to Level within a Family/Series

When recruiting to fill a vacancy, the an executive class position or delegee may determine the Job Family Level in consultation with the regional human resources office. Level changes must be documented on the PD Form and Position Requisition Form and submitted to human resources. Changes are subject to budgetary approval consistent with the practices of the MAU.

E. Allocation/Reclassification Process - Human Resource Office Responsibilities (following the 3-month freeze per Section C.3 above)

1. Regional Human Resource Office

a. Assigns staff to review and allocate positions.

b. Notifies supervisor (and incumbent, if applicable) of allocation results and appeal option. For occupied positions, changes are effective the first day of the next full pay period following receipt of the PD Form by the HR Office.

c. Maintains a record of classification results.

2. Statewide Office of Human Resources

a. Maintains a record of Job Family allocations for all university staff positions.

b. Maintains the official Job Family Descriptions.

c. Facilitates the system-wide appeal process.

F. Appeal Process

Staff and/or management may appeal the allocation of a position to the job family and/or level. Appeals must be in writing and received by Statewide Office of Human Resources within 30 calendar days of the effective date of the action appealed, or the notice letter, whichever is later.

The appeal should state the allocation change sought and may include additional information or documentation to support the appeal.

The appeal panel is appointed by the Statewide Office of Human Resources and consists of three members with one representative each from human resources, management and staff. At least one member of the panel shall be a subject matter expert. The panel will review job family and level placement and may request additional information or documentation. The determination of

the appeal panel is the final exclusive remedy and is not subject to grievance under Regents' Policy and University Regulation 04.08.

The appeal panel will meet as needed to review appeals. Participants/presenters may include the employee, the employee's supervisor, the Human Resources Office representative and an appropriate representative of the employee.

The Statewide Office of Human Resources will:

1. Facilitate the appeal process and provide classification expertise and staff support to the appeal panel.
2. Schedule the panel review, including an opportunity for the appellant and other participants to meet with the panel.
3. Provide written notice of the outcome to the appellant and regional human resources office.

If an appeal results in a job family/level change, the action is effective retroactive to the first day of the next full pay period following the initial submission of the PD Form to the regional human resources office. When the appeal is from the implementation of a job family, any changes are retroactive to the effective date of the implementation.

G. Career Development Plan

1. A Career Development Plan (CPD) provides an avenue for advancement through a Job Family based on successful completion of established criteria and objectives.
2. The plan should identify the job family, levels and positions covered, objectives, milestones and criteria to be met (e.g. training, skill level, duties/functions to be assumed, time-in-grade), and overall timeframe.
3. CDP's may be established at the department, division, MAU or system-wide level.
4. CDP's must be approved in advance by the chief human resources officer or designee, based on the recommendations of the appropriate chancellor and MAU Human Resource Office. Implementation of a CDP is subject to availability of funding.
5. Upon successful completion of the CDP milestones and criteria, an employee may be advanced non-competitively to the next level of the Job Family, subject to availability of funding and the review and approval of the MAU Human Resources Office.
6. Salary placement will be at the minimum of the new grade or at the closest step which provides a 5 percent increase, whichever is greater. No increase will exceed the last step of the new grade.

(11-11-03)

R04.05.040. Salary Structures.

Salary schedules are established for all positions in the university. Each schedule is guided by regulation covering salary placement on initial appointment and salary movements.

R04.05.041. Officers of the University and Senior Administrators (Officers)

The president and such executive, dean and senior director positions designated by the president are considered officers. Appointments to these positions will not be for greater than one year's duration unless authorized by the Board of Regents.

The Statewide Office of Human Resources, in coordination with each campus, will prepare an annual report of grade assignment, initial hire placement, and salary increases, for all employees paid on this schedule. The president will be responsible for recommending the schedule for approval by the Board of Regents. The president will be responsible for monitoring and ensuring consistent application of placement and movement rules. Periodically, the Board of Regents will be provided this information.

Officers' salary schedule:

Grade	Minimum		Midpoint		Maximum
E1	\$106,160	+	119,430	-	145,970
E2	94,786	+	106,634	-	142,178
E3	84,630	+	95,209	-	126,946
E4	75,564	+	85,010	-	113,346
E5	67,252	+	75,659	-	100,878
E6	59,854	+	67,337	-	89,781

A. Placement

1. The title of the appointment, the appropriate grade, and the base year salary will be recommended by the chancellor and approved by the president. The president will determine the appropriate grade and base salary for officers.

Appointment and salary will be based on the duties and responsibilities of the position, the employee's education and experience, and prevailing market conditions as indicated by annual surveys of salaries appropriate to the position.

2. The president's salary will be established by the Board of Regents.

B. Termination of Appointment

Notice of intention to nonrenew or terminate an officer appointment, other than termination for cause, will be given by the president or designee with the approval of the president, at least 6 months prior to the effective date. Officers may, at the election of the president or designee, be given 6 months pay in lieu of notice.

C. Transfer or Return to Non-officer Positions

Officers may be transferred to another position by the president, or designee, with written notice. Employees will be paid at their current pay rate for a period of 6 months from the date of the notice of transfer.

Following the notification period, officers who transfer to a non-officer staff or faculty position will be paid in accordance with applicable placement policy and regulation.

Employees who return to their previous position will be paid a rate determined by reversing the methodology used to calculate the pay increase received when they were originally placed in the officer category. Employees will also have their salary adjusted to correlate with any reduction in hours or length of their yearly contract.

D. Movement

Increases in the annual salary for officers occur in the following ways:

Each year the chancellors and the president will set aside and distribute a fund for discretionary salary increases which will equal 1.6 percent of the cumulative value of the salaries in the officer category within their respective units.

Additionally, each year the president may set aside and distribute an additional fund of up to 1 percent of the value of all officer salaries. Base pay increases or bonuses paid from these funds may be used for promotion, retention offers, internal equity and market adjustments, or extraordinary performance.

All discretionary salary increases and bonuses will require the approval of the president.

(08-17-01)

R04.05.042. Faculty.

The Statewide Office of Human Resources, in coordination with each campus, will prepare an annual report of faculty initial hire placement, discretionary salary increases, and annual salary increases. The president will be responsible for monitoring and ensuring consistent application of regular faculty compensation.

A. Placement

The initial rank, type of appointment, and base academic year salary will be established by the appropriate chancellor. Rank, appointment, and salary will be based on the needs of the institution, the faculty member's education and experience, and prevailing market conditions as indicated by annual surveys of faculty salaries from sources appropriate to the hiring department

or program which will include, but not be limited to, the American Association of University Professors (AAUP), Oklahoma State University (OSU), and the College and University Personnel Association (CUPA).

Initial appointments at salaries above the maximum of the salary range of a faculty rank require the approval of the chancellor and notification to the president.

Regular faculty salary ranges:

Professor	<u>\$44,000</u>	<u>\$98,000</u>
	Minimum	Maximum
Associate Professor	<u>\$33,000</u>	<u>\$76,000</u>
	Minimum	Maximum
Assistant Professor	<u>\$27,900</u>	<u>\$71,000</u>
	Minimum	Maximum
Instructor/ Lecturer	<u>\$23,000</u>	<u>\$45,000</u>
	Minimum	Maximum

B. Movement

Increases in the base academic year salaries of faculty occur in the following ways:

1. Discretionary Salary Increases

Each year the chancellors will set aside and distribute a fund for discretionary salary increases which will, at a minimum, equal 1 percent of the approximate cumulative value of regular faculty salaries from the previous fiscal year.

Salary increases from this fund will be used for promotion, retention offers, equity salary adjustments, and extraordinary performance far beyond the expectations required for an annual salary increase.

Procedures for the determination of discretionary salary increases must involve appropriate faculty review and consultation. These raises will be decided by the chancellor.

Promotion in rank may be accompanied by up to a 10 percent increase in current base salary including all salary increases awarded at the time of promotion.

2. Annual Salary Increases

An amount equal to 1.6 percent of the cumulative value of the salaries of eligible regular base academic year faculty will be distributed to faculty in amounts of at least 2 percent, but not to exceed 10 percent, of their previous base academic year salary as annual salary increases.

The chancellor may distribute different amounts to each school or college based on MAU

priorities and unit productivity.

Faculty selected for these annual salary increases will be chosen on the basis of their objective performance for the university as evidenced by such indicators as the number of credit hours taught, student evaluations of teaching, publication, research, grants and contracts, and service.

Procedures for the determination of performance-related salary increases must involve faculty review and consultation. These increases will be based upon faculty recommendations reviewed by deans and directors and approved by the chancellor.

At the Board of Regent's discretion, based on recommendation from the president, annual fiscal year increases may be suspended.

C. Salary Range Movement

Periodically, but no less than every five years, an analysis of the university's faculty compensation program will be conducted. If it is found that faculty compensation is overall, or by discipline, leading or lagging the market relative to prevailing market conditions as indicated by surveys of faculty salaries from sources appropriate to the hiring department or program which will include, but not be limited to, the AAUP, OSU, and CUPA, competitive levels will be achieved through range adjustments.

D. Base Academic Year Salary Augmentation

Base academic year salary can be augmented through an administrative appointment, an overload (additional assignment) during the academic year or through a summer appointment or contract extension. Unusually heavy or additional research and/or teaching responsibility during the academic year appointment will not result in extra compensation. However, these circumstances may be offset by adjusted workload agreements in the current or subsequent semesters.

Extra compensation at an appropriate rate as determined and approved by the chancellor or designee, may be provided under the following circumstances:

1. Summer Appointment: Summer appointments may be made for summer session instruction or other activities.
 - a. Summer Session Instructional Assignments: Summer session instructional programs are intended to be provided on a self-support basis. Salary provided to regular faculty with an academic year appointment for summer session instruction may range from a minimum rate set by the temporary faculty salary structure to a maximum rate set proportional to a faculty member's base academic year salary, depending on the needs of the summer session program.
 - b. Other Summer Assignments (Contract Extensions): Faculty holding an academic year appointment and employed in the summer for other than instructional purposes may receive up to one-ninth (1/9) of the academic base salary for each month of full-time service outside the academic year. In some cases, if the granting agency approves and the faculty member takes no time off, an equivalent to 3 months of the base academic year salary may be paid. In no case

will payments exceed one-third of the base academic year salary.

2. **Overload Appointment:** Overloads are additional and separate work assignments during the base academic year appointment. Faculty who accept overload assignments will continue to be held fully accountable for base academic year responsibilities. Overloads may be granted as follows:
 - a. **Instructional Overload Assignments:** Consist of additional instructional assignments in programs external to the base academic year appointment. Such instruction will constitute an assignment above that of a full-time academic year assignment and there will be no opportunity in subsequent semesters for an adjustment in the faculty member's academic year appointment.
 - b. **Other Overload Assignments:** Consist of non-instructional activities or services required for short periods of time within an academic year. The additional workload is granted when no feasible alternative means can be found for absorbing the work into a regular full-time assignment.

(08-18-95)

E. **Temporary Faculty (Adjunct)**

1. **Placement**

The pay level for temporary faculty credit hour instruction will be based upon the temporary faculty salary structure maintained by the Statewide Office of Human Resources. Temporary faculty salary structure pay levels will be based upon the number of semesters previously taught at the University of Alaska and credit hours per course.

Temporary noncredit hour instruction salary will be negotiated based on the needs of the institution, the faculty member's education and experience, and prevailing market conditions or assigned through an appropriate salary schedule or formula approved by the chancellor.

2. **Movement**

Credit hour instruction salary will be increased as defined by the pay levels of the temporary faculty salary schedule. Periodically, but no less than every six years, an analysis of the university's temporary faculty compensation program will be conducted. Temporary noncredit hour instruction salary movement, if any, is determined by placement as defined by the appropriate chancellor.

(06-20-97)

R04.05.043. Regular Exempt and Nonexempt Staff.

Placement and movement for exempt and nonexempt staff will be on the staff salary schedule as maintained by the Statewide Office of Human Resources. Salary schedules for non-represented employees will be established following consultation with the appropriate governance groups.

A. Placement

1. New hires will normally be placed on Step 1 of the assigned salary grade (also see R04.05.043.B.5.c.). Hires resulting from an advertised competitive recruitment may receive advanced step placement.

Placement of a new employee beyond Step 1 must be approved by the president or the appropriate chancellor based on recommendations from the regional personnel director. Applicable criteria include: 1) exceptional qualifications of the selected candidate; 2) lack of other qualified candidates; 3) consistency with placements of similar staff within the unit. The chancellor or president may, in writing, delegate this approval as appropriate.

The following is a list of placement maximums based on grade assignments:

Grades 71-79	Steps - 2 - 18
Grade 80-84	Steps - 2 - 8

2. A request for salary placement beyond the placement maximum is an extraordinary event and requires the prior approval of the president based on the recommendation of the Statewide Office of Human Resources.
3. Job Classification System Transition Grid

The transition grid becomes effective when a job family group is implemented. As classes are moved to the job classification system, the first step of the transition grid becomes the first step of the salary grade for recruiting. An executive class position or delegatee may place new hires on Step 1 of the transition grid through Step 1 of the regular grid, based on the criteria described in Section a. above. After all job families are implemented, the transition grid will be phased out by removing one transition step annually.

B. Movement

1. Annual Step Movement

EFFECTIVE JULY 1, 2008, ANNUAL STEP MOVEMENT IS SUSPENDED.

Subject to the provisions of this regulation, annual step movement is in relationship to the employee's anniversary date (leave accrual day/month) and will occur on the anniversary date, provided that the employee's most recent performance evaluation within the year prior to the anniversary date is satisfactory or better. Failure by the supervisor to complete the performance evaluation in a timely manner will not prohibit appropriate step movement.

2. In-grade Step Movement

A step increase within grade is an exceptional occurrence and may be granted to address factors which may include internal equity/alignment, sustained outstanding performance, or professional or career growth within a position. Such increases are within the sole discretion of the University and require prior approval of the chief human resources officer or designee, based on the recommendations of the appropriate chancellor and regional Human Resources Office.

3. Transfer (competitive/noncompetitive)

- a. A transfer is a reassignment of an employee from one position to another within the same salary grade with no break in service.
- b. An employee who transfers from one position to another in the same grade will retain the same salary except for a change in geographic differential, if applicable, or may be placed up to a Step "C" if currently placed at a lower step based on exceptional qualifications or experience of the employee which are clearly relevant to the position and advantageous to the university.

4. Appointment to an Acting Position

In the event a qualified employee serves in a higher position than currently assigned as a result of a temporary appointment to an acting position of more than 30 calendar days from the day the acting assignment took effect, the employee will be advanced to the minimum of the grade established for the position or to the closest step that does not exceed a 9 percent increase, whichever is greater.

The pay increase remains in effect until the end of the acting assignment. No increase will exceed the last step of the grade.

An acting appointment is given to an individual who is temporarily not performing the majority of his/her previous duties in order to accomplish the tasks of a higher level position. For those instances where the majority of the tasks of his/her current position are still being accomplished and only additional responsibilities from the higher level position are being assigned, an out-of-class amount is more appropriate.

Proper documentation is required by the department and must be approved by the regional personnel office prior to initiating the action. Acting assignments will be for a maximum of one year, and can only be extended upon request, review and reauthorization.

An employee who is returning to his/her former position will have his/her salary placed at the former salary for that position; all applicable salary increases will be applied.

5. Promotion

- a. A promotion for exempt and nonexempt staff is the movement from a position in one grade to a position in a higher grade.
- b. A promotion for exempt and nonexempt staff whose current salary exceeds the last step of the new grade will not result in a salary increase or decrease. A promotion for exempt and nonexempt staff whose current salary does not exceed the last step of the new grade will result in a salary increase. Placement will be at the minimum of the new grade or at the closest step which provides a 10 percent increase, whichever increase is greater.
- c. Promotional hires resulting from a competitive recruitment may receive advanced step placement in accordance with the criteria and approvals described in Regulation 04.05.043.A.
- d. No increase will exceed the last step of the new grade.

6. Reclassification

Job reclassification which results in a change of salary grade will be administered as follows:

For Upgrades:

- a. A reclassification for exempt or nonexempt staff whose current salary does not exceed the last step of the new grade will result in a salary increase. Placement will be at the minimum of the new grade or at the closest step which provides a 5 percent increase, whichever increase is greater.
- b. A greater than 5 percent increase may be granted to address exceptional circumstances such as internal equity/ alignment, exceptional qualifications, or external recruiting issues. Such increases are subject to the availability of funding and require prior approval of the president or designee, based on the recommendations of the appropriate chancellor and the Statewide Office of Human Resources.
- c. No increase will exceed the last step of the new grade.

For Downgrades: A downgrade will not result in a salary increase.

- a. The employee will be moved down to the closest step of the new grade that is less than or equal to the current salary.
- b. If the current salary is beyond the grade maximum, the employee will be moved to the top step of the new grade.

7. Demotion

- a. A demotion for exempt and nonexempt staff is the movement from a position in

one grade to a position in a lower grade.

- b. A voluntary demotion is one that is agreed to by both the employee and the receiving department. Factors to be considered in determining placement in the lower range include qualifications, internal equity/alignment, and recruitment/retention issues.

An employee may not receive an increase on voluntary demotion, except where the current salary falls between steps in the lower grade; in this case it may be adjusted upward to the next closest step.

If the employee's salary exceeds the top step of the new range, the salary may be frozen at their existing salary. Reclassification activity for the position will be frozen for six months following the effective date of the voluntary demotion.

- c. A non-voluntary demotion for exempt and nonexempt staff based on inability to perform a job will result in a salary decrease. Placement will be at the maximum of the new grade or to the step in the new grade which is closest to but does not exceed a 10 percent decrease, whichever decrease is greater.

8. Out-of-Class Pay

Out-of-class pay is appropriate for staff positions that have been given an official assignment of temporary additional nonacademic for a period of more than 30 calendar days. Out-of-class pay may be given for additional duties assigned to an employee that substantially increase the workload for a prolonged period of time; are technically advanced; require substantially more discretion, authority or accountability; or otherwise require the employee to utilize clearly higher level skills and abilities not required in his/her current job.

The percentage of base pay amount increase available is between 3 percent and 10 percent, allocated in 1 percent increments, (e.g., 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10%). All out-of-class adjustments must be documented in writing. The percentage amount must be reviewed and approved every 90 calendar days by the regional personnel office.

C. Cost of Living Adjustment (COLA)

Annually, the Board of Regents will review the staff salary schedule. Annual COLA adjustments will be applied to the staff salary schedule, not to exceed 2 percent, and subject to funding availability, based on the Consumer Price Index (CPI) as reported by the Alaska Department of Labor and Workforce Development.

(03-23-08)

R04.05.044. Casual Labor, Temporary Exempt and Nonexempt Staff, and Student Employees

A. Casual Labor

The Statewide Office of Human Resources will establish and maintain a casual labor salary schedule. Casual labor employees are not eligible for pay movement. Current regular University of Alaska employees are ineligible for casual labor hire.

1. Placement

- a. New casual labor hires will be placed at an hourly rate appropriate for the type and nature of work being performed based upon the degree of urgency, working conditions, specialized knowledge, skills, and experience required.
- b. The hiring authority, in consultation with the regional personnel office, will determine appropriate salary placements for casual labor within his/her area of responsibility. Upon request, this information will be made available to the affirmative action office.

(08-18-95)

B. Temporary Exempt and Nonexempt Staff

Temporary and extended temporary employees are not eligible for pay movement. Terms and conditions of the temporary employment will be communicated to an employee in writing.

Temporary hires who have worked 1,039 hours in any consecutive 12-month period within the University of Alaska system and with no break in service, must be placed in extended temporary status. A break in service for temporary and extended temporary status is a period of at least 10 working days. Movement from temporary to extended temporary status will not affect step placement.

An employee will not be employed for more than 12 consecutive months in a continuous extended temporary position. If the job is expected to continue beyond 12 months, a term-funded or regular status job will be developed and a recruitment conducted. Pay for temporary exempt staff will not be reduced during pay periods in which a university-paid holiday occurs.

Specific federal or state funded employment programs may require or prohibit certain benefits for the duration of a temporary employee contract. Under these circumstances, appropriate regulation may be waived by written acknowledgment of the regional personnel office. A copy of the waiver will be provided to the Statewide Office of Human Resources.

1. Placement

- a. Temporary hires and extended temporary employees, excluding students in student designated jobs and part-time faculty, are normally paid an hourly pay step contained in the appropriate staff salary schedule maintained by the Statewide Office of Human Resources and as specified by regulation. Temporary hire salary placement at Step A of a grade assigned through evaluation of a job will be approved by the regional personnel office and not require exceptional step placement approval.

- b. Salary step placement of temporary or extended temporary employees will not be used as a basis for step placement in a term-funded or regular job.

2. Exceptional Placement

Exceptional step placement for temporary hires is defined as placement below Step A of Grade 71; above Step A of a grade assigned through evaluation of a job; or at any step within any grade when no evaluation of the job has been completed.

Below grade step placements normally result from university, community or state work programs, or other employment arrangements designed to provide employment opportunity to those persons who otherwise may be excluded from the university work force. Step placement within a grade of the staff salary schedule will be assigned based on consideration of the degree of urgency, working conditions, specialized knowledge, skills, and experience required.

Written requests for exceptional salary placement for a temporary job will be reviewed by the regional personnel office and approved by the chancellor, or designee, or in the case of Statewide Administration, the executive director of human resources, or designee. The Statewide Office of Human Resources will establish and maintain an exceptional salary step schedule below Step A of Grade 71.

(06-20-97)

C. Student Employees

Placement and movement for student employees will be established in the student employment regulation.

(06-20-97)

R04.05.050. Performance Bonus

The president or such person(s) as the president may designate may establish, from available resources, funds to be distributed as bonuses to meritorious employees in extraordinary circumstances, including those employees whose current pay is beyond the end of the salary schedule. Distribution of bonuses will be made in accordance with procedures established by the president or the president's designee(s).

(06-20-97)

R04.05.060. Geographic Salary Differentials

Geographic salary differentials in the university are based on the most current State of Alaska geographic differentials study. The rates are as follows (- = Base):

Aleutian Islands/Adak/Sand Point	27
Anchorage/Girdwood/Chugiak/Eagle River	-
Aniak/McGrath/Galena	30
Barrow/Kotzebue	42
Bethel	38
Bristol Bay/Dillingham	27

Cordova/Glenallen/Cooper Center	11
Delta Junction/Tok	16
Fairbanks	-
Ft. Yukon	42
Juneau	-
Kenai/Soldotna/Homer	-
Ketchikan	-
Kodiak	9
Nenana	20
Nome	34
Palmer/Wasilla	-
Seward	-
Sitka/Angoon	-
Skagway/Haines	5
Valdez	11
Yakutat	5

The president will adjust the listings as necessary. An employee whose differential would be reduced in implementing a change in geographic differentials will not have a reduction in rate of pay.

(12-25-94)

R04.05.070. Shift Differentials.

The university recognizes that nonexempt employees who may be required to perform their work assignments during non-regular hours may merit additional compensation. The university will apply a premium shift differential under the following circumstances:

- A. Nonexempt employees, including those in regular and temporary positions, working in continuous operations which must be staffed on a 24-hour a day basis, are eligible for premium shift differential pay.
- B. Premium shift differential pay is paid to employees whose normal work assignment begins between 4:00 p.m. and 5:50 a.m. All other assignment periods are considered to be part of a regular shift.
- C. Premium shift differential pay is 105 percent of the base rate.

(06-03-94)

R04.05.080. Responsibility for Plan Documentation

The Statewide Office of Human Resources (SWOHR) will be responsible for maintaining all master plan and summary plan documents relating to the compensation and benefit programs of the University of Alaska. Questions concerning the accuracy and/or currency of a document should be addressed to SWOHR. In all cases the documents retained by SWOHR will govern in all disputes. Updated documents will be distributed periodically.

(06-03-94)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.06 - Benefits and Leave

P04.06.010. Employee Education Benefits.

Regular employees, their spouses, and dependent children under the age of 24 are considered residents for enrollment purposes. Regular employees, spouses, and dependents are authorized a waiver of course credit hour charges as prescribed by university regulation. Employees are responsible for any tax liability generated from employee education benefits.

(06-03-94)

P04.06.020. Insurance.

The president will establish by university regulation provisions for health, life, and disability insurance.

(06-03-04)

P04.06.050. Retirement System.

- A. Several retirement programs are available to university employees. The placement of an employee who is eligible for one of the retirement programs will be governed by the appropriate state statute and the university's master plan document.
- B. The statewide office of human resources will be responsible for preparing and maintaining an accurate and inclusive listing of all university job titles for inclusion in each of the available retirement programs.

(06-03-94)

P04.06.055. Other Retirement Plans.

The president will establish by university regulation provisions for employee participation in the University of Alaska Pension Plan and certain tax deferred investments.

(06-07-07)

P04.06.080. Housing for Faculty and Staff.

Housing or a housing allowance will be provided by the university to the president and chancellors. Housing will be reserved by the president for administration and staff personnel as provided by regulation.

(06-03-94)

P04.06.090. Workers' Compensation Insurance.

Workers' compensation is a "no-fault" law that prescribes medical and wage loss benefits to be paid to an employee injured or made ill because of work conditions. It may also pay benefits to dependents in case of death. Coverage of employees by workers' compensation will be detailed in the university regulation related to risk management.

(06-03-94)

P04.06.120. Annual Leave.

- A. Annual leave is accrued at a rate specified in this subsection for all eligible exempt and nonexempt full-time employees except faculty with less than a 12-month contract. All eligible part-time employees will accrue annual leave on an hours-paid basis. The accrual rates are:
 - 1. 5.54 hours per 80 paid hour pay period during the first 5 years;
 - 2. 6.46 hours per 80 paid hour pay period during 6-10 years;
 - 3. 7.38 hours per 80 paid hour pay period over 10 years.
- B. Annual leave accrued, but not used, will accrue to a maximum of not more than 240 hours. Unused leave in excess of the maximum at the close of business January 31 will be forfeited.

(06-20-97)

P04.06.130. Sick Leave.

- A. Eligible exempt and nonexempt full-time employees earn 4.62 hours of sick leave per 80 paid hour pay period.
- B. Exempt and nonexempt full-time and part-time employees will accrue sick leave on an hours paid basis.
- C. Overtime and other forms of premium pay do not qualify for sick leave accrual.
- D. At termination, all sick leave accumulations are lost. Employees who are rehired into a leave eligible position within three years after layoff will have their previous accrued sick leave reinstated.
- E. Exceptions, conditions and limitations applicable to eligibility, accrual and use of sick leave will be in accordance with regulation. The president may establish by university regulation procedures providing for the sharing of sick leave by university employees.

(06-20-97)

P04.06.140. Additional Leave and Holiday Benefit Provisions.

The president will establish by university regulation provisions for the following:

- A. the schedule of holiday observances;
- B. sick leave without pay;
- C. parental leave;
- D. family and medical leave;
- E. jury duty;
- F. military leave;

- G. nonmedical leaves of absence; leaves granted under regulations promulgated under this paragraph must be approved by the chancellor, or in appropriate cases, the president; granting nonmedical leaves of absence will not affect the employee's status except as established by regulation or as agreed in writing at the time leave is granted;
 - H. special assignments to non-faculty staff of the university duties that require absence from their units for periods of time;
 - I. proportionate annual, sick, and holiday leave benefits for extended temporary employees.
- (06-07-07)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.06 – Benefits and Leave

R04.06.010. Employee Education Benefits.

Regular employees, spouses and dependents are authorized a waiver of course credit hour charges under the following conditions:

- A. A regular employee of the university will have graduate and/or undergraduate course credit hour charges waived up to six credits per semester for a maximum of 12 credits per academic year, beginning with the fall semester and ending with the summer term.
- B. A regular employee who will be employed by the university for the following academic year but who is off contract during the summer will have graduate and/or undergraduate course credit hour charges waived up to 12 credits per summer session within the 12 credit per year limitation.
- C. An employee may take up to three credit hours during working hours, with prior approval by the supervisor, without having to make up the time if, in the opinion of the supervisor, the coursework will be of direct benefit to the university. Coursework that does not directly benefit the university may be allowed during working hours, provided that it is approved in advance by the supervisor and does not impede the work to be performed. The employee will be responsible for making up lost work time through a flexible work schedule requested through and approved by the supervisor.
- D. Spouses and dependent children under the age of 24 of employees in benefit-eligible positions will have course credit hour charges waived.
- E. An individual who qualifies for permanent disability during his/her regular employment under the applicable state retirement system will have course credit hour charges waived.
- F. An employee who has included university coursework as part of an approved leave of absence is entitled to the same education benefits as a regular employee.
- G. Tuition waiver benefits cease upon termination of employment except for those credit hours in which the employee is currently enrolled and classes are in session at the time of termination.
- H. Tuition waivers provided by this section apply to the total number of credit hours in which the employee, spouse, and/or dependent enrolls.
- I. An employee is responsible for any tax liability generated from employee education benefits.
- J. Self-support course charges are not eligible to be waived under this benefit.
- K. For a student enrolled in the WWAMI Medical Program, a tuition waiver may be used only for University of Alaska-provided coursework.

(04-17-98)

R04.06.020. Insurance.

The president will establish by university regulation provisions for health, life, and disability insurance. (06-03-04)

R04.06.021. Health Insurance.

The University of Alaska provides a health benefit plan for eligible university employees and their families. (06-03-94)

R04.06.022. Life Insurance.

The University of Alaska provides a group life insurance plan for regular university employees. (06-03-94)

R04.06.023. Disability Insurance.

The University of Alaska provides a long-term disability plan for regular university employees. (06-03-94)

R04.06.050. Retirement System.

Several retirement programs are available to University of Alaska employees. The placement of an employee who is eligible for one of the retirement programs will be governed by the appropriate state statute and/or the university's master plan document.

The University of Alaska Statewide Office of Human Resources will be responsible for preparing and maintaining an accurate and inclusive listing of all university job titles for inclusion in each of the retirement programs available. (06-03-94)

R04.06.055. Other Retirement Plans.

A. University of Alaska Pension Plan

On January 1, 1982, in conjunction with the university's withdrawal from the federal Social Security program, a supplemental retirement plan called the University of Alaska Pension Plan was implemented for eligible university employees. (06-03-94)

B. Tax Deferred Annuities

1. Selection of Specific Plan

As provided by Section 403(b) of the Internal Revenue Code (IRC), university employees may elect to participate in tax deferred investments offered by university specified tax deferred annuity providers (providers). The university does not endorse these providers or the investments they offer.

Each provider has different participation policies and participants are solely responsible for selecting a provider and funding vehicle. Participation in a tax deferred annuity

(TDA) by an employee is a contract between the employee and the provider. The university merely provides a framework within which an employee can enter into such agreements and reduce his/her salary by the specified amount.

2. Salary Reduction Agreements

Conditions governing salary reduction agreements are as follows:

- a. Salary reduction agreements must be executed on the university's official salary reduction agreement form.
- b. Individuals authorized to sign salary reduction agreements are specifically delegated such authority in writing by the Statewide Office of Human Resources.
- c. An employee may change the amount of his/her salary reduction agreement or provider at any time. A change in amount or provider will require a new salary reduction agreement, signed by the employee and delivered to the regional personnel office. All changes will become effective within 30 calendar days after receipt by the regional personnel office.
- d. Salary reduction agreements or changes will be effective at the beginning of a pay period.
- e. Determination of the maximum contribution limits under IRC Section 402(g), Section 403(b), or Section 415 is the employee's responsibility.

3. Conditions for Acceptance by the University of a Provider

- a. A provider offering Section 403(b) funding vehicles to university employees must have a fully executed tax deferred annuity agreement on file with the Statewide Office of Human Resources.
- b. The executive director of Statewide Office of Human Resources, or designee, is authorized to sign the tax deferred annuity agreement on behalf of the university.

- c. The provider must demonstrate to the satisfaction of the executive director of Statewide Office of Human Resources, or designee, that they have reasonable prospects of enrolling a minimum of 20 university employees in its program before the university will execute a tax deferred annuity program agreement. If a provider does not enroll a minimum of 20 university employees within the first 12 months after executing a tax deferred annuity agreement, it will be removed from the list of providers.
 - d. A provider must maintain a minimum of 20 active university employees enrolled in its programs to continue to be a provider. If the provider drops below 20 participants, it must achieve a minimum of 20 within one year or it will be dropped from the list of providers.
4. Responsibility
- a. The Statewide Office of Human Resources is responsible for maintaining the tax deferred annuity agreement between a provider and the university, for ensuring compliance with the agreement prerequisites, for establishing and maintaining a master list of providers and contact numbers, and for furnishing the regional personnel offices with the list of providers.
 - b. The Statewide Office of Human Resources is responsible for maintaining the university's tax deferred annuity program plan document.
 - c. The regional personnel offices are responsible for providing to employees the official university salary reduction agreement form and the provider list upon request.

(06-20-97)

R04.06.080. Housing for Faculty and Staff.

Except for housing provided by the university to the president and chancellor, and housing reserved by the president for administration and staff personnel, all university housing for employees will be assigned as determined by the appropriate chancellor or designee. The determination of taxability is established by IRS code.

(06-20-97)

R04.06.120. Annual Leave.

- A. Annual leave is accrued at a rate specified below for all eligible exempt and nonexempt employees. Regular faculty with less than a 12-month contract are not eligible.
 - 1. Exempt and nonexempt full-time and part-time employees will accrue annual leave on an hours paid basis.
 - 2. Overtime and premium paid hours do not qualify for annual leave accrual.
 - 3. Rates of accrual are based on length of employment in a position which is eligible for annual leave.

4. Annual leave may not be used in advance of accrual.
 5. Rates of accrual for full-time exempt and nonexempt employees are:
 - 5.54 hours per 80 paid hour pay period during the first 5 years
 - 6.46 hours per 80 paid hour pay period during the next 6-10 years
 - 7.38 hours per 80 paid hour pay period over 10 years
 6. Extended temporary employees will accrue annual leave based on hours paid.
- B. Use of annual leave must be mutually agreed to and approved by the immediate supervisor. If a request for annual leave is denied by the supervisor, the reasons for denial will be provided to the employee in writing.
 - C. Annual leave accrued but not used in excess of 240 hours will be forfeited at the end of payroll processing for the pay period in which January 31 falls.
 - D. The salary equivalent of unused annual leave up to a maximum of 240 hours may be paid upon retirement or termination of an employee from the university. All accrued annual leave will be paid to the employee's estate when a university employee dies.
 - E. Anyone transferring from a position that provides annual leave to one which does not will have his/her accumulated balance, up to a maximum of 240 hours, paid off at the effective date of the termination of former status. The annual leave accrual rate is determined by the date of new hire into a position which provides annual leave. The years of university employment when an employee is in a status which does not permit the accrual of annual leave are not considered when calculating rates of accrual.
 - F. Annual leave does not accrue during: sabbatical leave, unpaid hours, special assignments, temporary overload, summer assignments or additional assignment contracts, periods for which workers' compensation benefits are paid, periods of suspension or other disciplinary action as approved by the regional personnel office or terminal leave which must be approved by the immediate supervisor and is defined as leave taken during pay periods immediately prior to an identified termination date.
 - G. Annual leave payments will not be continued after the date of termination or retirement.
 - H. Temporary employees and student employees do not accrue annual leave.
 - I. Faculty on academic-year appointments do not accrue annual leave. However, they receive time off, as provided in policy.

(06-20-97)

R04.06.130. Sick Leave.

A. Definitions

1. A “qualifying event” is an absence
 - a. for an illness, injury, healthcare professional appointment and/or treatment of the employee;
 - b. to care for an immediate family member with an illness, injury, disability, healthcare professional appointment and/or treatment when care by the employee is necessary;
 - c. to avoid the passing on of a contagious disease by the employee;
 - d. to attend at a funeral;
 - e. approved for University Family and Medical leave, except absences after the first three days off work due to a work-related injury or illness; or
 - f. for an illness which continues for more than three days when the employee is on annual leave.
2. “Immediate family member” refers to an employee’s spouse, financially interdependent partner, parent, child, sibling, stepparent, grandparent, parent of a spouse or financially interdependent partner, grandparent of a spouse or financially interdependent partner, financially interdependent partner, and child of a financially interdependent partner.
 - a. “Parent” refers to the biological parent of an employee, or an individual who stood in place of the parent of the employee when the employee was either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.
 - b. “Child” refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent.
3. “Medical certification” means information from a health care provider relating to the current need for leave. The certification shall identify the health care provider and type of medical practice (including pertinent specialization, if any), and contain:
 - a. A certification as to which part of the definition of “serious health condition,” if any, applies to the patient's condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition.
 - b. The approximate date the serious health condition commenced, and its probable duration, including the probable duration of the patient's present incapacity (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) if different.

- c. Whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule basis (i.e., part-time) as a result of the serious health condition, and if so, the probable duration of such schedule.
- d. If the condition is pregnancy or a chronic condition, whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.
- e. If additional treatments will be required for the condition, an estimate of the probable number of such treatments.
- f. If the patient's incapacity will be intermittent, or will require a reduced leave schedule, an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any.
- g. If any of the treatments referred to in subparagraph (e) will be provided by another provider of health services (e.g., physical therapist), the nature of the treatments.
- h. If a regimen of continuing treatment by the patient is required under the supervision of the health care provider, a general description of the regimen.
- i. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), whether the employee:
 - (1) Is unable to perform work of any kind;
 - (2) Is unable to perform any one or more of the essential functions of the employee's position, including a statement of the essential functions the employee is unable to perform, based on either information provided on a statement from the employer of the essential functions of the position or, if not provided, discussion with the employee about the employee's job functions; or
 - (3) Must be absent from work for treatment.
- j. If leave is required to care for a family member of the employee with a serious health condition, whether the patient requires assistance for basic medical or personal needs or safety, or for transportation; or if not, whether the employee's presence to provide psychological comfort would be beneficial to the patient or assist in the patient's recovery. The employee is required to indicate the care he or she will provide and an estimate of the time period.
- k. If the employee's family member will need care only intermittently or on a reduced leave schedule basis (i.e., part-time), the probable duration of the need.

B. Leave Accrual

1. Eligible exempt and nonexempt employees accrue 4.62 hours sick leave per 80 paid hour pay period.
 - a. Exempt and nonexempt full-time and part-time employees accrue sick leave based on hours paid.
 - b. Overtime and premium paid hours do not qualify for sick leave accrual.
 - c. Extended temporary employees accrue sick leave based on hours paid.
2. At termination, all sick leave accumulations are lost. Employees who are rehired into a leave eligible position within three years after layoff will have their previous accrued sick leave reinstated.
3. Temporary employees and student employees earn no sick leave; however, appropriate sick leave credit, not to exceed 60 hours, is granted retroactively to temporary employees employed on at least a half-time basis who change to regular status without a break in service.
4. Sick leave does not accrue during sabbatical leave, unpaid hours, terminal leave (leave taken during pay period(s) immediately prior to an identified termination date), special assignments, overload, summer appointments, additional assignments, contract extensions, or periods for which workers' compensation benefits are paid.
5. Sick leave will accrue on an hours paid basis when a continuing employee returns to a new fiscal year contract.
6. Full payment for accumulated unused sick leave will be made to the employee's estate if the death occurs while the employee is employed by the university.

C. Conditions for the use of sick leave:

1. Sick leave will be granted only for a qualifying event.
2. The use of sick leave for absences covered by FML leave requires approval of the regional human resources office.
3. The use of sick leave for absences that are not approved for FML leave requires the approval of the employee's immediate supervisor. The employee must submit medical certification or other evidence of the qualifying event to document the employee's need for sick leave for absences that exceed ten workdays. The supervisor may also request evidence of an illness of less than ten days or medical appointments. During periods of sick leave in excess of two biweekly pay periods (4 weeks) the employee must provide the supervisor with medical certification at predetermined regular intervals stating the condition of the employee's availability for return to work.
4. The employee must make proper notification as follows:

- a. The employee who is absent because of illness must notify, or if unable have another notify, the supervisor within the first hour of the normally scheduled work day. If the need for sick leave is a result of an emergency condition, the employee's supervisor must be notified as soon as possible.
 - b. During a qualifying event of any duration, the employee must provide the supervisor with as much advance notice as possible of the anticipated beginning and ending dates of the absence.
 - c. If an employee's need to take sick leave is foreseeable, the employee must provide notice to the immediate supervisor at least 30 days in advance, if practicable.
 - d. Unless the employee's absence is expected, the employee must continue to notify the supervisor each normal work day of an absence for the qualifying event.
5. Sick leave may not be used in advance of accrual.
 6. The qualifying event period in excess of an employee's accrued sick leave will be charged against the employee's annual leave accumulation.
 7. Sick leave will not be used during a holiday or a regular day off. An employee may use sick leave during the calendar year end holiday closure upon submission of written evidence of illness or a professional appointment or treatment.
 8. Sick leave may be used to arrange or attend a funeral. The eligibility rules for such use are as follows:
 - a. The sick leave must be approved by the employee's supervisor.
 - b. Sick leave of up to five consecutive work days may be used to arrange or attend the funeral of a member of the employee's immediate family. A written request for periods exceeding five consecutive work days must be provided and approved by the supervisor.
 - c. Up to one work day of sick leave may be taken to attend the funeral of a friend or relative not in the immediate family.
 - d. The supervisor will determine the number of employees who may attend the funeral of a deceased employee. An employee attending such a funeral must report sick leave for the time away from the job.
 9. Sick leave may be taken as terminal leave only in the event the employee meets requirements for taking such leave. Terminal leave must be approved by the chief human resources officer.
 10. Sick leave is paid at the employee's regular rate of pay effective for the time period for which leave is taken.

11. Paid sick leave may be denied if an employee fails to timely notify the supervisor, fails to provide evidence of the qualifying event, or fails to provide medical certification.
12. Paid sick leave is discontinued immediately:
 - a. upon employee's return to work status;
 - b. upon determination by the employee's supervisor with professional medical advice that the employee is able to return to work;
 - c. upon refusal or failure by the employee to submit clear evidence of a qualifying event on request or as required (in this case, the leave may be retroactively disallowed);
 - d. when the employee is eligible and qualified for disability retirement under the applicable state retirement system or Social Security;
 - e. upon exhaustion of sick leave;
 - f. after the third day, for an employee with a workers' compensation claim; or
 - g. upon the expiration of the employee's job assignment.
 - h. upon termination for any reason or no reason.
13. Sick leave requests which are not covered in regulation or requests for special consideration are to be submitted through administrative channels to the regional Human Resources office. The regional Human Resources office, after evaluation, will forward a copy of the request and its recommendations to the chief human resources officer for final determination.

D. Leave Share Program

1. Purpose: The leave share program is established to allow employees to voluntarily transfer hours from their unused sick leave balance to the sick leave balance of an employee with a catastrophic medical event.

2. Definitions:

For the purpose of this regulation, the following terms will have the meaning as indicated below.

Employee: An "employee" is all persons in the employment of the university in positions that are eligible to accumulate sick leave. This excludes all extended temporary employees eligible to accrue sick leave.

Sick leave Donor: An employee who voluntarily requests transfer of accrued sick leave hours to the sick leave account of a sick leave recipient.

Sick leave Recipient: An employee who has filed a request to receive sick leave from the accrued sick leave account of donor(s).

Qualifying Event: For purposes of the leave share program, the catastrophic medical event of an employee or immediate family member that requires an absence from work by the employee for a period of time that extends 10 working days in excess of all accrued leave balances.

Upon meeting the definition of a qualifying event, 5 working days of donated leave will be credited retroactively to the recipient.

Program participation: A full-time employee may participate in the leave share program for a maximum of 65 scheduled working days (520 hours) for each calendar year. Part-time employees will participate according to their prorated proportion of full-time.

Leave Transfers: The transfer of leave hours from the donor(s) to the recipient will be done on an as needed basis by pay period.

Exclusions: Leave cannot be donated to employees receiving compensation under Workers' Compensation, Long Term Disability, or any other compensation plan, or to any employees not eligible to use accrued sick leave.

3. Procedures

Procedures for request and use of the leave share program are available through the employee's regional personnel office.

The personnel director or designee at each MAU and statewide administration is responsible for the coordination and implementation of the procedures described herein.

a. Request for Leave Share Hours Transfer

A regular employee or a personal representative may request leave share hours by completing the leave share request form and by completing the Family and Medical Leave (FML) application.

b. Review of Request

The personnel director or designee will consider the request and determine whether the leave share hours transfer request and FML application complies with regulation. The review will include determining that the qualifying event will require a sick leave without pay (SLWOP) period in excess of 10 working days (80 working hours) for full-time employees; verifying that all available leave hours of the applicant are or will be exhausted; and compliance with all provisions of this and other policy and regulation pertaining to sick leave and FML.

c. Administration of an approved application

If sufficient time is not donated, the regional personnel director will issue a systemwide request for sick leave donations on behalf of the leave recipient (anonymity may be requested). This notice will remain posted until donated leave is no longer necessary or a total of 65 working days has been offered for donation.

An employee who wishes to donate sick leave to a leave recipient will complete a sick leave donation form. Donation forms are to be submitted to the regional personnel office of the university unit which made the request. Donations will be accepted on a first come, first used basis. Sick leave hours will be transferred on an as needed basis each pay period.

The sick leave donation form will not be valid for more than the number of hours needed by the recipient in a given pay period. Separate forms may be submitted each pay period for additional donations. Donations may not be used beyond the donor's termination date or for 5 working days of the qualifying 10 working day SLWOP period.

Donors will receive notification from the payroll office when the hours they donated have been transferred from the donor's sick leave balance to the recipient's sick leave balance. If a donor's sick leave donation is not needed by the recipient, the leave share transfer form will be returned to the donor.

d. Impact on donor

According to Revenue Ruling 90-29, an employee donating sick leave hours to another employee does not realize any income or incur any deductible expense or loss either upon the surrender or deposit of that leave or its use by the recipient.

Sick leave donated and used by the recipient is the property of the recipient and will not be returned to the donor.

e. Impact on the recipient

According to Revenue Ruling 90-29, amounts paid by an employer to a leave recipient pursuant to a leave sharing plan are included in the gross income of the recipient as compensation. The recipient may not receive more than the actual number of hours needed.

f. Disapproval of leave recipient application

If an applicant is informed by the regional personnel office that the request has been denied, the applicant may request within 10 working days reconsideration by the chancellor (or designee) or, if the applicant is a statewide administration employee, the president. Any reconsideration constitutes the final administrative determination of the matter by the University and is not grievable. Any further review of such decisions must be pursued within 30 days of the final decision in accordance with Alaska Rule of Appellate Procedure 602(a)(2).

g. Prohibition of coercion

An employee may not directly or indirectly intimidate, threaten, or coerce any other employee or otherwise interfere with such an employee's right to choose whether or not to donate, receive, or use sick leave under the leave share program.

h. Records

The leave share and FML application, decision, and other relevant documentation will be maintained separately from employee's permanent personnel file. A record of the number of hours used from the leave share program will be kept in the permanent payroll file.

(12-10-07)

R04.06.141. Holidays

A. Paid Holidays

The following paid holidays are observed by the University of Alaska:

1. New Year's Day
2. An additional day before or after January 1, as specified by the president
3. Martin Luther King Jr. Day in Celebration of Alaska Civil Rights (third Monday in January)
4. Day of Spring Recess
5. Memorial Day
6. Independence Day
7. An additional day before or after July 4, as specified by the president
8. Labor Day
9. Thanksgiving Day and the day immediately following
10. Christmas Day
11. An additional day before or after December 25, as specified by the president

B. Holiday Closure

Annually, the president will specify days to be observed as holiday closure before and/or after the scheduled Christmas and New Year holidays. Employees may take leave without pay or appropriate paid leave during holiday closure.

C. Personal Holiday for Regular Nonexempt Staff

The personal holiday for regular nonexempt staff may be taken only after satisfactory completion of the 6-month probationary period and is granted in proportion to full-time equivalency of the employee.

Personal holidays do not accrue from year to year and, therefore, must be taken during the fiscal year in which earned and must be approved in advance by the appropriate supervisor. Personal holidays may not be taken during the pay period which includes July 1.

(10-23-00)

R04.06.142. Sick Leave Without Pay.

- A. A sick leave without pay absence may only be granted when an employee has exhausted all accrued sick leave with pay, all accrued annual leave, and any shared leave, except that an employee may use the sick leave without pay necessary to qualify for shared leave.
- B. The granting of sick leave without pay is subject to the same conditions as sick leave with pay.
- C. Sick leave without pay will be granted in accordance with the Family and Medical Leave regulation.
- D. Notwithstanding any provisions of this or other university regulations, sick leave without pay is at the discretion of the university, except to the extent it is required by law. Unless prohibited by law, the university may terminate the employment of any employee who is unable to work and has exhausted any applicable Family and Medical Leave.

(12-10-07)

R04.06.143. Parental Leave.

Parental leave is available to employees and will be granted in the order of sick leave with pay, accrued annual leave and sick leave without pay. All parental leave will be granted in accordance with the Family and Medical Leave regulation.

(06-20-97)

R04.06.144. University Family and Medical Leave.

The university will provide family and medical leave in accordance with applicable state and federal law. The university does not intend these regulations to provide greater leave benefits than those established by state or federal law, except for continuing health care coverage, basic life insurance, and long-term disability insurance for up to 18 workweeks of family and medical leave.

A. Eligibility for Leave

- 1. An employee’s eligibility for family and medical leave is based on length of employment in accordance with applicable federal and state law.
- 2. University Family and Medical Leave (FML) will only be granted for one of the following reasons:
 - a. State Law
 - (1) Because of pregnancy and the birth of a child of the employee or the placement of a child, other than the employee’s stepchild, with the employee for adoption;
 - (2) In order to care for the employee’s child, spouse, financially interdependent partner, or parent who has a serious health condition; and
 - (3) Because of the employee’s own serious health condition.
 - (4) In this subsection, “parent” means a biological or adoptive parent, a parent-in-law, a parent of a financially interdependent partner, or a

stepparent. “Child” means an individual who is under 18 years of age, or who is 18 years of age or older and incapable of self-care because of mental or physical disability. “Child” includes the employee’s biological, adopted or foster child, stepchild, child of a financially interdependent partner, or ward.

b. Federal law

- (1) For the birth of a son or daughter, and to care for the newborn child;
- (2) For placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- (5) In this subsection, "spouse" means a husband or wife. "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a physical or mental disability.

3. The determination of a "serious health condition" will be made in accordance with federal and state law. "Serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

- a. inpatient care in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care;
- b. continuing treatment or continuing supervision by a health care provider; or
- c. any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

A "serious health condition" may include any period of incapacity due to pregnancy, or for prenatal care.

Conditions that do not meet the definition of a serious health condition and do not qualify for FML, unless complications arise, include the common cold, flu, ear ache, upset stomach, minor ulcers, headache other than migraine, routine dental or orthodontia problems, periodontal disease, and taking over-the-counter medications.

4. All FML taken, either paid or unpaid, will be counted toward the period of leave allowed under law.

B. Initiating Leave

1. Notification Requirements – Employee

If an employee's need to take FML is foreseeable, the employee shall provide notice to the immediate supervisor at least 30 days in advance, if practicable. If the need for FML is unforeseeable or a result of an emergency condition, the employee's supervisor must be notified as soon as possible.

An employee requesting FML shall complete the University of Alaska's FML forms and provide relevant medical certification, as defined in R04.06.130.A, to verify the reasons for the leave request.

The supervisor shall immediately notify the regional human resources office of the employee's request for FML.

2. FML by University Action

The regional human resources office will designate an employee's leave as FML when the university is informed of a qualifying FML event by the employee or the employee's representative. The supervisor shall immediately notify the regional human resources office of the employee's possible eligibility for FML.

3. Notification Requirements – University

The regional human resources office will notify the employee of the status of the FML designation within two working days of receiving the request. Notification will include the employee's rights and benefits under FML and reasons for approval or denial.

If the employee has not provided sufficient information to document the need for FML, the university may request additional information from the employee.

Failure of the employee to provide the regional human resources office with sufficient documentation within 15 calendar days of such request may result in denial of the request for FML.

The university may request a second or third FML medical opinion at the university's expense.

C. Job Transfer

The university may unilaterally transfer an employee taking intermittent FML to a suitable position for which the employee is qualified in accordance with state and federal law.

D. Length of Leave

1. Upon approval of the employee's request or need for FML, the employee will be granted FML not to exceed the greater of the allowable periods under state and federal law, using a rolling 12-month period measured backward from the date the employee uses any FML leave.
 - a. State law. In accordance with A.S. 39.20.500, an eligible employee may take leave for a qualifying serious health condition for a total of 18 workweeks during any 24-month period, and may take leave because of pregnancy and childbirth or adoption for a total of 18 weeks within a 12-month period.
 - b. Federal law. In accordance with 29 U.S.C. 2612, an eligible employee may take leave because of a qualifying serious health condition or because of the birth or placement of the employee's child for a total of 12 workweeks during a 12 month period.

If an employee's leave qualifies under both state and federal law, the leave used counts concurrently against the employee's entitlement under both laws.

2. FML may not continue beyond the expiration of an employee's job assignment.

E. Intermittent Leave.

1. An employee may request intermittent FML, or the university may designate intermittent leave as FML, when there is a medical need for leave that can best be accommodated through an intermittent or reduced leave schedule. The employee's request must include a health care provider's medical certification. The employee shall advise the regional human resources office of the reasons why the intermittent leave schedule is necessary and of the schedule for treatment, if applicable. The employee must attempt to schedule the leave so as not to disrupt the employer's operations. The employee and the employee's supervisor shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the university's operations, subject to the approval of the health care provider.
2. "Intermittent leave" refers to leave taken in separate blocks of time:
 - a. in non-sequential days;
 - b. in less than a complete work day increment; or
 - c. in less than a complete pay period.
3. For the birth, adoption, or placement of a child, intermittent leave may be taken if agreed to by the employee's supervisor and proper application is made.

F. Leave Usage for Family and Medical Leave

1. Employees, other than those receiving workers' compensation benefits, must take any paid leave for which they are eligible concurrent with FML. Employees who take FML must exhaust all accrued sick leave, all annual leave and any shared leave prior to using sick leave without pay.
2. Workers' compensation benefits do not allow an employee to use sick or annual leave after the first 3 days of work absence, even though the employee is eligible for FML.

G. Benefits during Family and Medical Leave

1. The university will continue an employee's health care coverage, basic life insurance, and long-term disability insurance during FML as provided in this section. Any share of premiums which were paid by the employee prior to FML must continue to be paid by the employee during FML.
 - a. The university will continue an employee's health care coverage, basic life insurance, and long-term disability insurance on the same terms as if the employee had continued to work, for up to 18 workweeks of FML in any 12-month period. If an employee is eligible for more than 18 workweeks of FML, the employee must pay for all costs to maintain coverage during any period of unpaid leave after the employee's eighteenth week of FML.
 - b. Notwithstanding the limitation in subsection a., the university will continue an employee's health care coverage during an absence that qualifies as FML under federal law, on the same terms as if the employee had continued to work.
2. An employee requesting FML shall make arrangements with the regional human resources office to pay the employee's share of health care coverage and supplemental and dependent premiums. Failure timely to pay any appropriate premiums will result in cancellation of that coverage.
3. Contributions are not made to the University of Alaska's Pension Plan, Optional Retirement Plan, Public Employees' Retirement System, and/or Teachers' Retirement System while an employee is receiving workers' compensation or taking unpaid FML.
4. An employee shall reimburse the university for its share of health care premiums incurred during unpaid FML if the employee fails to return to work and to work for at least 30 calendar days after the employee's FML leave entitlement has been exhausted or expires. An employee will not be liable for payment if the employee's failure to return to work and to work 30 days results from:
 - a. the continuous, recurrence, or onset of a serious health condition of the employee and/or family member which would otherwise entitle the employee to FML; or
 - b. circumstances beyond the control of the employee.

H. Return to Work

1. An employee returning to work from FML within the legally allowed period will be returned to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment in accordance with state and federal law.
2. An employee must return to work on the first working day after the expiration of the FML unless leave is extended as a reasonable accommodation for a qualified individual with a disability.
3. The university may require medical certification that the employee is able to return to work.
4. If it is determined by the supervisor and the regional human resources office that the employee is unable or unwilling to return to work, the regional human resources office will notify the employee of the employee's termination for failure to return to work from FML.

I. Records

All records of requests for FML, approvals, denials, and supporting medical documentation will be maintained in the regional human resources office in a file separate from the employee's personnel file.

(10-02-07)

R04.06.145. Jury Duty.

In order that university employees may fulfill their civic responsibility as jurors or witnesses, regular employees are granted leave of absence with pay for these purposes.

- A. "Jury duty" or duty as a court witness refers to that service and time spent away from a university job as a result of a subpoena issued by a court. Service as a volunteer expert witness or other volunteer court duty is not included in the provisions of this leave.
- B. The notification and compensation rules for such leave are as follows:
 1. Department heads are authorized to grant such leave with pay upon the presentation of a subpoena by the employee. A record of absences for these purposes will be maintained and reported as jury duty leave with pay.
 2. It is the responsibility of the employee to keep his/her supervisor or department head informed of the anticipated time to be spent away from the job for this purpose.
 3. The employee's regular university pay will continue to be paid during such leave.
 4. Any pay received by employees from a court system for service on jury duty or as court witness duty will promptly be returned by the employee to the university to offset part of the cost of such leave.
 5. Temporary employees are not paid during jury duty. Temporary employees may retain pay received from the court system for jury service.

6. Extended temporary employees will not continue to be paid during such leaves, but may use accrued annual leave or leave without pay.

(06-20-97)

R04.06.146. Military Leave.

A regular employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay to a maximum of 16 and one-half working days in one calendar year during which the employee is ordered to serve with the National Guard or Reserve Forces, or the Civil Air Patrol or Coast Guard auxiliary units. If requested, the employee must provide a copy of the order which will establish his/her eligibility for military leave.

For other than required training periods discussed above, regular employees of the university are entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and will be entitled to statutory benefits and rights to re-employment provided for by state and/or federal law. For a military leave of absence, the employee must give advance written or verbal notice of leave to the supervisor. If the leave is for more than 31 days, the returning employee must, at the request of the supervisor, provide documentation that establishes length and character of the service and the timeliness of the application for re-employment.

Voluntary involvement with non-military, auxiliary, or civil organizations, such as participation in search and rescue missions, is not eligible for military leave or military leave of absence.

(06-14-96)

R04.06.147. Leave of Absence (nonmedical)

A regular employee who wishes to take an unpaid leave of absence in excess of 10 working days is required to make the request in writing to his/her immediate supervisor. The application will be forwarded through normal administrative channels, with recommendations being added at each level, to the appropriate chancellor who will then notify the applicant, in writing, of the decision. Notification must be sent to the Statewide Office of Human Resources. An employee may only rescind an approved leave of absence with written permission of the chancellor.

All employees may request leave without pay for 10 working days or less. The employee's supervisor may approve in writing a leave without pay request.

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

During the leave, the employee is entitled to rights and privileges as if he/she were in regular service except that he/she will not receive salary and will not accumulate annual or sick leave. An employee may continue health, life, and long-term disability insurance and retirement programs to the extent allowed by the contracts with the vendors of such programs and as allowed by law. The employee will pay both his/her own and the university's portions of any cost.

Leave of absence may be granted for a variety of purposes. Leave of absence may be granted for up to one year, and may be renewed for up to one additional year. The justification and merit of an application for leave of absence will be assessed in each individual case.

Unless otherwise agreed to in writing, the leave recipient will return to the same position which he/she occupied before leaving, or, if the position no longer exists, to a comparable position.

(06-20-97)

R04.06.148. Special Assignments

Exempt and nonexempt non-faculty employees are eligible for special assignment. Special assignments will not be considered breaks in service. Any special conditions of such special assignments will be clearly set forth in writing. Special conditions will become binding only after having been signed by the employee, the supervisor and, as appropriate, by the chancellor or the president.

The employee may continue the health, life and long-term disability insurance and retirement programs to the extent allowed by law. The employee will pay both his/her own and the university's portions of any cost.

(06-20-97)

R04.06.149. Benefits For Extended Full-Time and Part-Time Temporary Employees.

Temporary, part-time or full-time employees (nonacademic, nonstudent) who have worked more than 1039 hours in a 12-month period of continuous employment within the university system are eligible for annual, sick, holiday leave, and basic health benefits. For purposes of extended temporary status, continuous service may include a break between positions of less than two weeks.

(06-14-96)

REGENTS' POLICY
CHAPTER IV – HUMAN RESOURCES
Chapter 04.07 - Employee Relations

P04.07.010. Employee Orientation.

Regular employees, within a reasonable time after initial hire, will receive an orientation and be provided material that communicates university human resource programs.

(09-30-94)

P04.07.020. Probationary Status.

Newly hired and promoted regular exempt and nonexempt staff, with the exception of officers of the university and senior administrators and faculty, will serve a six month probationary period. The provisions for probationary status will be set forth in university regulation.

(06-10-04)

P04.07.030. Performance Evaluation.

- A. The performance of each employee will be evaluated annually and written evaluations will be used as a basis for personnel actions. Performance evaluations will include discussions of the position duties, responsibilities and purpose as defined by the supervisor, performance and conduct, review of progress, and as appropriate, planning for more effective performance. The review will include an opportunity for the employee to ask questions concerning work assignments and performance expectations. Written performance evaluations will be communicated to the employee and will be placed in the employee's official personnel file.
- B. Written evaluations will be sufficiently specific to inform and guide the employee toward achieving major goals and objectives for the employee's position as determined by the supervisor. The employee will have an opportunity to respond to the performance evaluation in writing. Employee performance review guidelines appropriate to officers of the university and senior administrators, and exempt and nonexempt staff will be established in university regulation. Evaluation of faculty will be consistent with P.04.04.050 - 04.04.056.

(06-20-97)

P04.07.040. Corrective Action.

- A. Supervisors will apply necessary and appropriate corrective action whenever an employee fails to meet the required standards of conduct or performance. Corrective action may be necessary because of employment related problems, including but not limited to: inattention to duty, unsatisfactory performance, insubordination, absenteeism, violation of law, regents' policy, or university regulation, dishonesty, theft or misappropriation of public funds or property, inability to work effectively with others, fighting on the job, acts endangering others, inappropriate behavior toward or harassment of others, or other misconduct.
- B. Corrective actions may include: formal discussion, written communications detailing performance and behavior standards and expectations, written reprimands, which are sent to the official personnel file, disciplinary probation, suspension, dismissal, or any reasonable combination of these or other actions.

(06-20-97)

P04.07.041. Written Reprimand.

A written reprimand will describe the nature of the offense or deficiency, the method or methods of correction, and the probable action to be taken if the offense is repeated or the deficiency persists. The written reprimand will be placed in the employee's official personnel file and also state the employee's right to request administrative review of the action by the MAU human resources office.

(06-20-97)

P04.07.042. Written Notice of Intent to Take Corrective Action.

If corrective action more formal than written reprimand is necessary, notice of intent to take action will be given in writing to the MAU human resources office. If after consultation with the MAU human resources office the supervisor intends to take action, the employee will be notified in writing of the action to be taken.

(06-20-97)

P04.07.043. Disciplinary Probation.

Any employee who fails to meet the performance standards or employment conditions of the supervising authority may, at the discretion of the supervisor, be placed on disciplinary probation for a period not exceeding six months. Failure to meet the performance standards or employment conditions of the supervising authority may result in termination of employment for cause.

(06-20-97)

P04.07.044. Suspension.

- A. Suspension without pay of not greater than 10 working days may be used in circumstances which the supervisor believes that by its use the employee will correct the employee's job related behavior or performance and where discharge appears unwarranted.
- B. The employee will be provided the reason for the suspension and the date and time to return to work in writing. The written notice will also state the employee's right to request administrative review of the action by the MAU human resources office.
- C. A suspended employee will not receive holidays, wages, sick or annual leave accrual or other benefits based on hours worked during the leave period, but will continue to be covered by the applicable group insurance program.

(06-20-97)

P04.07.045. Investigatory Leave.

After review by the MAU human resources office and concurrence of the Statewide Office of Human Resources, a supervisor may place an employee on paid investigatory leave without prior written warning in order to review or investigate allegations of serious misconduct of a nature which, at the discretion of the university, requires removing the employee from the premises.

(06-20-97)

P04.07.050. Administrative Review.

- A. To encourage and facilitate the resolution of employee complaints in a prompt manner, an individual may request administrative review of any complaint regarding a specific management action which adversely affects the employee's terms and conditions of employment. These complaints include, but are not limited to, those regarding: selection for transfer or promotion, release from at-will employment, salary actions, a performance evaluation, disciplinary probation and suspension.
- B. An employee who has a complaint will discuss it with the immediate supervisor who will have an opportunity to resolve the complaint informally. If the complaint is not resolved, the employee may request administrative review by the MAU human resources office. The director or designee may conduct a review, decline a review, or refer the matter to an administrative process.

(06-20-97)

P04.07.060. Termination for Cause.

- A. Regular employees may be terminated from employment for cause. In the event of a decision to terminate an employee for cause, the supervisor will provide the employee:
 - 1. a written statement of the reason for the planned action;
 - 2. a statement of the evidence supporting the reason for the planned action; and
 - 3. notice of the employee's right to request a hearing in accordance with the procedure for consideration of a termination for cause as set forth in the university grievance procedure in P04.08 and R04.08.
- B. Copies of the notification under A. of this section will be sent to the regional human resources office for placement in the official personnel file and to the offices of the general counsel and statewide human resources.

(05-04-99)

P04.07.080. Resignation.

The provisions for resignation will be set forth in university regulation.

(06-20-97)

P04.07.090. Retirement.

- A. The university will comply with applicable laws regarding age discrimination, including Alaska Statute 18.80.220.
- B. Retirement eligibility will be governed by the Public Employees Retirement System or Teachers Retirement System of the State of Alaska, or any applicable Optional Retirement Plan. (06-09-00)

P04.07.100. Nonretention.

The university may discontinue or not renew an existing employment relationship through nonretention. Nonretention does not reflect discredit on an employee. If notice of nonretention is required by university regulation, the notice will be in writing and will comply with university regulation adopted under this section. The university may not use nonretention to terminate tenured faculty. (06-09-00)

P04.07.110. Layoff, Recall, and Release.

Provisions regarding layoff, recall, and release of university employees will be set forth in university regulation. (06-09-00)

P04.07.120. Exit Interviews.

Prior to termination from employment, the department and the employee will contact the regional human resources office to receive information regarding university personnel programs as appropriate; and the employee will be given the opportunity to communicate in writing any comments or suggestions for improvement within the workplace. (09-30-94)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.07 - Employee Relations

R04.07.010. Employee Orientation.

In a combination of regional personnel services and departmental orientations, new employees will be apprised of University of Alaska personnel programs, policy and regulation, and other general workplace information. The Statewide Office of Human Resources will provide a list of topics which must be covered in orientation. Regional personnel offices and departments will augment the list with additional information relevant to individual campus and department processes and procedures.

(09-30-94)

R04.07.020. Probationary Status.

- A. Newly hired regular exempt and nonexempt staff will serve a 6-month probationary period. The probationary period excludes periods of leave. Persons rehired after a 10 working day break in service, those transferring from temporary or extended temporary jobs into regular or term positions, and employees who have been promoted from a position in one salary grade to a position in a higher grade serve a new six month probationary period. Employees promoted through reclassification do not serve a probationary period in the new classification.
- B. Employment during the probationary period is at-will. In addition to proceedings for termination for cause set forth in R04.08.080, employment may be terminated during the period of probation for any reason not prohibited by law, or for no reason. Notice of termination of probationary employment shall be given as set forth in R04.01.050.A. No period of notice prior to termination is required.
- C. Termination during a promotional probationary period requires prior approval of the chief human resources officer or, through delegation, of the MAU human resources director, and at sole discretion of the officer or delegee, up to four weeks notice may be given. Employees who receive notice of termination during the promotional probationary period will be returned to a vacant position in the former classification for which they are qualified, at their former salary grade. In the event there is no such position, they will be given layoff recall rights and layoff benefits and privileges.
- D. Except when the university elects to pursue termination for cause, decisions to terminate probationary employment are subject to review only as set forth in R04.01.050.A.1-4.

(11-04-04)

R04.07.030. Performance Evaluation.

The performance of each employee will be evaluated annually. A regular employee will have a performance evaluation completed annually, at least two weeks in advance of his/her leave accrual date. Appropriate salary step increases will be accompanied by completed performance evaluations.

Failure by the supervisor to evaluate a subordinate will result in a notice of failure to evaluate being placed in the supervisor's official personnel file. Responsibility for the monitoring and issuance of

notices of failure to evaluate will be determined by the regional personnel office. A variety of forms and processes appropriate to the job being performed may be used to evaluate an employee.

Assistance for supervisors in conducting job evaluations is available through the regional personnel office and the Statewide Office of Human Resources. General training in performance evaluation will be offered on a periodic basis.

(04-07-05)

R04.07.080. Resignation.

- A. An employee wishing to resign from employment with the university generally should file with the appointing authority a written resignation stating the date it will be effective and the reason for leaving. Verbal resignations may be confirmed in writing by the appointing authority. Employees holding nonexempt positions are expected to give notice of resignation at least two weeks in advance of the last day of work. Other employees are expected to provide notice adequate to allow for their orderly replacement. Notice requirements may be waived at the discretion of the supervisor. A resignation may be withdrawn only with the written approval of the appointing authority.
- B. A person whose resignation has become effective who wishes to be rehired must comply with normal hiring practices, including Equal Employment Opportunity and Affirmative Action requirements prior to rehire in any position. The university may consider as grounds for refusal to employ a person the fact that the person did not give adequate notice when the person resigned from earlier employment with the university. Resignation does not place the employee in a position of advantage or disadvantage when seeking re-employment. Sick leave accruals are not reinstated upon rehire after a resignation.
- C. An unauthorized absence from work for a period of five consecutive working days may be considered by the appointing authority as abandonment of the job and a presumed resignation. Before terminating an employee as a presumed resignation, the appointing authority will make a reasonable effort to contact the employee. A summary of the steps taken to contact the employee will be submitted to the human resources office when the presumed resignation is processed.

(02-22-01)

R04.07.090. Retirement

Eligibility to receive retirement benefits is determined, as applicable, by the State of Alaska administered Public Employees Retirement System or Teachers Retirement System, or in accordance with the University of Alaska Pension or Optional Retirement Plan. Employees planning to retire will notify their supervisor as soon as possible prior to the anticipated retirement date. There is no mandatory retirement age at the University of Alaska.

(02-22-01)

R04.07.100. Nonretention.

If the University elects to discontinue employment through nonretention under Regents' Policy 04.07.100, written notice shall be given as required by this section. Provisions of this section do not apply to termination of employment pursuant to other provisions of Regents' Policy or University Regulation, nor do they apply to employees covered by collective bargaining agreements. At the election of the University, the employee may be given pay in lieu of notice.

A. Notice Periods

1. Exempt (administrative/professional/technical or APT) staff will receive at least six (6) calendar months notice of nonretention.
2. Non-exempt (classified) staff will receive at least four (4) calendar weeks notice of nonretention.
3. Faculty members non-covered by collective bargaining agreements will receive notice of nonretention to the extent required by Regents' Policy 04.04.047.B.

B. Term Employees

Term employees are employed for the duration of a project, grant, or contract, or for a specified length of time. The University is not required to give notice of nonretention at the conclusion of the project, grant, or contract, or the specified length of time. Employment ends automatically at the conclusion of the project, grant, or specified length of time unless a new employment agreement is entered into. Term employees may be nonretained during employment, with notice as provided above. Such notice period, however, will not exceed the duration of the project, grant, or contract, or the specified length of time.

C. Written Notice

Written notice of nonretention will be considered given when such notice is sent by certified mail to the last known mailing address of the employee, or when actually received by the employee, whichever is earlier.

(02-22-01)

R04.07.110. Layoff, Recall, and Release

The University may elect to discontinue an existing employment relationship through layoff. Layoff does not reflect discredit on the employee's performance. The provisions of this section do not apply to terminations of employment pursuant to other provisions of Regents' Policy or University Regulation.

A. Layoff

Layoff may be used when there exists within the employing administrative unit or department either:

1. a lack of or reduction in available work;
2. a lack of sufficient available funds;
3. a good faith reorganization; or
4. another reason, not reflecting discredit upon the affected employee(s), which has been approved in the particular circumstances by the chancellor or president of the university, as appropriate; or

5. Any combination of the preceding reasons.

B. Notice of Layoff

1. Nonexempt Employees

- a. Notice of the layoff of an employee will be given four calendar weeks prior to the effective date of the layoff.
- b. Four weeks pay may be given to the employee in lieu of four weeks notice, but only with the prior approval of the appropriate chancellor or president of the university.

2. Exempt Nonfaculty Employees

- a. Notice of the layoff of an employee will be given six calendar months prior to the effective date of the layoff.
- b. Six months pay may be given to the employee in lieu of six months notice, but only with the prior approval of the appropriate chancellor or president of the university.

3. All layoff actions will be coordinated through the appropriate human resources officer prior to notification being issued to any employee.

4. In the event pay in lieu of notice is approved, the effective date of the layoff is the last day the employee is actually at work.

C. Selection for Layoffs

1. The selection of the individual employees to be laid off will take into consideration the following factors in comparison to other affected employees in the unit:

- a. employee length of service;
- b. employee ability to do the work remaining in the unit affected by the layoff;
- c. employee status as temporary, probationary or regular, with preference being given to the regular over the others, and preference being given to probationary over temporary;
- d. employee past performance;
- e. source and specific nature of funding; and
- f. affirmative action goals and objectives.

2. The final determination of the order for layoff will be made jointly by the administrative unit or department head and the appropriate human resources officer, subject to review by the chancellor or president of the university, as appropriate.

D. Alternatives to Layoff

1. A potential layoff employee may be transferred, contingent upon qualifications and the ability to perform the work available, to other positions, to be determined in the following order of priority:
 - a. To a vacancy in the same classification in the same or another administrative unit or department within the same MAU.
 - b. To a vacancy in another classification in the same pay grade in the same or another administrative unit or department within the same MAU.
 - c. To a vacancy in a classification assigned to a lower pay grade in the same or another administrative unit or department within the same MAU.
2. The appropriate human resources office will endeavor to assist an employee in layoff status to find suitable employment within the university system.
3. The salary of any employee accepting an alternative to layoff as provided by this subsection will be governed by existing policy and regulation concerning position movement. However, the salary of an employee shall not be reduced during the layoff notice period.

E. Conditions Governing Benefits and Privileges While in Layoff Status

Layoff status expires one year after the effective date of layoff. An employee in layoff status:

1. remains covered by the University health plan through the remainder of the calendar month in which the layoff becomes effective. The employee will be provided notice of his/her opportunity to continue health coverage as required by law. Other benefits, including life insurance, long-term disability, and optional survivor benefits, will cease on the effective date of the layoff;
2. may apply for conversion of health insurance, life insurance, and/or long-term disability insurance during the first 31 days following the effective date of the layoff;
3. if participating in the tuition waiver program, may complete those courses in which he/she is enrolled at the time of layoff, and is eligible for additional tuition waiver of up to 13 credits in any semester, to be used on any university campus, for a period not to exceed one year from the effective date of layoff. The total credits available will not exceed 26;
4. will not contribute to the retirement system or ORP and will not accrue retirement service credit;
5. will not accrue annual or sick leave;
6. will receive compensation for any accrued annual leave as of the effective date of layoff;

7. will not receive holiday pay;
8. may not claim sick leave; and
9. is eligible to be considered for any other university position, if qualified but will receive no special consideration.
10. will receive only those benefits provided in this sub-section.

F. Recall

In the event that the reason for the layoff of a regular employee abates within one year of the date of layoff, and the university decides to recall an affected employee to fill the same position within an administrative unit or department, the following procedures will control:

1. Recall will apply only to a job within the department or unit from which the employee was laid off.
2. The order of recall within an administrative unit or department for affected employees having the same job class and pay will be the reverse order of the layoff within the administrative unit or department.
3. If all employees within the administrative unit or department and with the same job class and pay decline to return, all applicable recruitment procedures will be observed in filling the vacancy.
4. A recalled employee will return to the same pay, placement, and leave accrual rate as applied to the employee prior to layoff. Sick leave will be reinstated to the same balance the employee had accrued prior to layoff.

G. Layoff and Recall Notification

Employees selected for layoff or recall will be notified in writing. The notice will state the basis for the action, specify the procedures followed and refer the employee to the appropriate human resources office for assistance.

Notice of layoff or recall will be considered given when sent by certified mail to the last known mailing address of the employee or when actually received by the employee, whichever is earlier.

Recall rights expire and the recalled employee will have no further benefits under this section if the employee's written acceptance of the position is not received by the appropriate human resources office within 15 calendar days of the date notice was given.

H. Review of Layoff or Recall Decision

Any employee who disputes a layoff or recall decision may grieve such decision in accordance with the policy and regulation governing grievance procedures, subject to the following limitations:

1. To be valid, a written grievance must be filed with the appropriate human resources office within 10 working days of the date notice of layoff or recall was given, in accordance with sub-section G., above.
2. The scope of the grievance will be limited to whether the aggrieved employee can establish that:
 - a. the procedures provided by the layoff, recall and release policy and this regulation have not been followed in deciding to layoff or not recall the aggrieved employee;
 - b. the decision to lay off or not to recall the aggrieved employee was based on a reason prohibited by law; or
 - c. there was no reasonable basis for determining that the layoff of the aggrieved employee or a decision not to recall the aggrieved employee was authorized under this regulation.
3. The hearing officer will make his/her recommendation on the matter within five working days of the filing of the written grievance. The hearing officer will make his/her recommendation to the chancellor, or, in the case of Statewide Administration employees, to the chief human resources officer. The chancellor, chief human resources officer, or designee, will render a decision within five working days.
4. Except in the case of a written agreement between the parties, the time limits provided hereunder will be extended only for compelling reasons as determined by the chancellor, the chief human resources officer, or designee, as appropriate.

An aggrieved employee's failure to receive a final decision in a grievance proceeding will not delay the effective date of any planned layoff or recall

(02-22-01)

R04.07.120. Exit Interviews.

Upon notification of the termination of the employment relationship, the department must inform the regional personnel office as soon as practicable. The employee is responsible for arranging the exit interview appointment prior to his/her termination date. In the event the employee is unavailable, appropriate information will be mailed to the employee's last known address. Documentation of the information mailed must be recorded in the employee's official personnel file.

The exit interview must, at minimum, contain information pertinent to COBRA, the employee's retirement and pension programs, and other relevant personnel programs. The Statewide Office of Human Resources will provide a list of topics which must be covered in the exit interview. Regional personnel offices and departments will augment the list with additional information relevant to individual campus and department processes and procedures.

(06-20-97)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.08 - Dispute and Grievance Resolution

P04.08.010. General Statement.

It is the objective of the university to treat its employees in a fair and consistent manner. The university recognizes that a dispute and grievance resolution process is an important mechanism in identifying and resolving problems. In the event of an employee grievance, it is the objective of the university to accomplish the prompt, fair, and equitable resolution of the grievance at the earliest possible time. Procedures for dispute and grievance resolution will be established by university regulation.

(05-04-99)

P04.08.020. Effect of Failure to Seek Review.

- A. The failure of any party to exhaust administrative remedies by seeking review of a decision under the grievance procedure by the first or next higher level within the time limits established by the grievance procedure will be deemed to constitute acceptance of that decision by the party and will constitute a resolution of the grievance.
- B. It is the employees' responsibility to be familiar with the Dispute and Grievance Resolution time frames and deadlines included in regents' policy and university regulation. Failure to receive a response within the established time frame will not relieve an employee from proceeding within the time allowed to a subsequent step in the grievance process.

(05-04-99)

P04.08.030. Time Limits.

Time limits will be established in university regulation.

(05-04-99)

P04.08.040. Reprisal Prohibited.

- A. No grievant, respondent or witness will be subject to harassment, reprisal, or retaliation for good faith participation in the dispute and grievance resolution process.
- B. The dispute and grievance resolution process is intended to afford employees a meaningful opportunity to resolve good faith employment-related disputes within the structures of the university. Its success depends on the good faith efforts of all employees to implement the regents' policy and university regulation for this purpose.
- C. Grievants or administrators who utilize the process to harass other employees or who pursue vexatious or repetitive grievances that are determined to be without merit are subject to disciplinary action. A hearing officer may recommend disciplinary action against persons using the process for other than the intended purpose.

(05-04-99)

P04.08.050. Abuse of Process.

Sanctions or costs may be imposed and awarded in the grievance process for dishonest, bad faith or vexatious actions during the grievance process on the part of any grievant or administrator. (05-04-99)

P04.08.060. Definitions.

Definitions will be established in university regulation. (05-04-99)

P04.08.070. Dispute and Grievance Resolution Process.

The process for dispute and grievance resolution will be established in university regulation. (05-04-99)

P04.08.080. Review of a Proposed Termination for Cause.

The process for review of a proposed termination for cause will be established in university regulation. (05-04-99)

P04.08.090. Applicability to Other Policy and/or Regulation.

The applicability to other regents' policy and university regulation will be established in university regulation. (05-04-99)

P04.08.100. Appeal of Final Decisions Issued Under This Chapter.

The process for appeals of final decisions issued under this chapter will be established in university regulation. (05-04-99)

P04.08.110. Reporting of Grievances to the Board of Regents and Governance Office.

The statewide office of human resources, in coordination with the vice chancellors for administration, provosts, and university general counsel, will prepare an annual report of the grievance process which will be distributed to the board and to the system governance office. The report will include data, by campus, including the number and type of grievances, and recommendations for changes, additions or modifications to the grievance policy. No individually identifiable information will be included as a part of the report. (05-04-99)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter VIII - Dispute and Grievance Resolution

This regulation supercedes previous Regulation 04.08 as to all grievances arising on or after May 4, 1999, or in which the Step 3 filing is made on or after May 4, 1999, and to all ongoing grievances in which the grievant and the university agree to elect to proceed under this regulation and Regents' Policy 04.08 dated May 4, 1999.

R04.08.030. Time Limits

The deadline for filing a grievance at Step 3 is 45 days from the date the grievant learned of, or should reasonably have learned of, the act or omission giving rise to the grievance, whichever is earlier. Actions should be initiated by the grievant at Steps 1 and 2 in sufficient time to allow processing prior to the Step 3 deadline.

The time periods established in this regulation should be enforced under normal circumstances. The decision-maker to whom a matter is addressed at Step 4 or above has discretion to extend or waive the deadlines to accommodate schedules or promote justice. All time limits specified in this regulation may also be extended by mutual agreement of all parties to the grievance. Any waiver must be in writing. The respondent's representative is never required to extend or waive deadlines.

(11-19-99)

R04.08.060. Definitions

Unless expressly stated otherwise, the following terms in this chapter will be given the following specific meanings.

A. Chancellor

Wherever the word "chancellor" appears, it is understood to mean a chancellor of the grievant's MAU unit or a person specifically designated in writing by the president to handle a matter or issue within the grievance process.

B. Day

A "day" is a day the MAU from which the grievance arises is open for business, even if classes are not scheduled.

C. Dispute

A "dispute" is a disagreement or complaint related to employment by an employee or group of employees of the university that may or may not constitute a grievance.

D. Employee

An "employee" includes anyone hired and placed on the university payroll to perform work for pay for the university, including faculty, staff and student employees. To be an "employee" an individual must meet the definition of employee at the time the grieved act or omission occurred.

E. Final Decision

A "final decision" is a decision of a chancellor or the president on a matter which is not subject to further university review and which explains or is followed by written notification that review may be had by filing an appeal with the superior court of the State of Alaska within 30 days of the issuance of the decision in accordance with Alaska Appellate Rule 602(a)(2).

F. General Counsel

"General counsel" means the general counsel of the university or a person specifically designated in writing by the general counsel or president to handle a matter or issue on behalf of the general counsel.

G. Grievance

A "grievance" is an allegation or complaint related to employment by an employee or a group of employees of the university that there has been a specific violation of a Regents' Policy or a University Regulation, or a clear abuse of discretion arising from the application or administration of such policy or regulation, which directly and adversely affects the employee or group of employees.

1. The following are excluded from the definition of a grievance and can not be processed under this Chapter:
 - a. complaints or disputes other than those defined above as grievances;
 - b. complaints or disputes which do not arise out of the employment relationship between the grievant or grievants and the university;
 - c. actions of the Board of Regents;
 - d. complaints or disputes relating to a failure to appoint an employee to a position within the university;
 - e. complaints or disputes related to the application or administration of a process that is subject to superior court appellate review. Such complaints or disputes will be resolved as part of such process.
2. The following are governed by alternate processes and can not be processed under this chapter:

- a. allegations or findings that an employee of the university has engaged in unlawful discrimination or sexual harassment (see Regents' Policy and University Regulation 04.02.020);
- b. complaints and disputes related to faculty promotion, renewal and/or tenure (see Regents' Policy and University Regulation 04.04.050);
- c. complaints or disputes which may be grieved under a collective bargaining agreement;
- d. complaints and disputes related to job classification (see Regents' Policy and University Regulation 04.05.030);
- e. Student allegations and complaints (see Regents' Policy and University Regulation 09.03.02);
- f. Complaints and disputes related to dismissal of at-will employees (see Regents' Policy and University Regulation 04.01.050 and 04.07.020).

The following are covered by this chapter with modification to one or more of the provisions herein:

- a. complaints or disputes related to layoff (see Regents' Policy and University Regulation 04.09.050);
- b. complaints or disputes related to financial exigency (see Regents' Policy and University Regulation 04.09.080 and 04.09.090);
- c. complaints or disputes related to reasonable accommodation for people with disabilities (see Regents' Policy and University Regulation 04.02.030);
- d. complaints or disputes related to "for cause" actions (see Regents' Policy and University Regulation 04.07.060 and 04.08.080).

Subject to a contrary agreement of the parties, grievances of an employee which are being processed when a notice is issued to an employee of intent to terminate will be consolidated with and considered and decided as part of the pretermination proceeding. The record of such proceeding will be part of the pretermination proceeding.

H. Grievant

A "grievant" is the employee or group of employees asserting a grievance.

I. Hearing Officer

The "hearing officer" is an individual, who has the experience necessary to adjudicate disputes, is appointed by the general counsel, conducts the grievance hearing and makes a recommendation to the chancellor or president.

J. Mediator

A "mediator" is any appropriate neutral individual voluntarily chosen jointly by the parties to assist them in reaching a mutually acceptable resolution of the dispute or grievance.

K. Party or Parties

The "parties" to the grievance are the grievant(s) and the respondent.

L. President

Wherever the word "president" appears, it means the president of the University of Alaska.

M. Respondent

The "respondent" in all grievances is the University of Alaska. A grievance may not be directed against another employee in their individual capacity. The respondent's representative will be determined from time to time by the applicable chancellor, senior administrator, or the president, and this decision may not be contested in the grievance proceedings and is not grievable.

N. Supervisor

The "supervisor" is the individual with direct supervisory authority over the employee whose act or omission is being grieved.

(11-19-99)

R04.08.070. Dispute and Grievance Resolution Process

The following process will be used for the resolution of employment-related grievances as defined in this chapter.

In order to eliminate multiple proceedings and to expedite resolution of all related complaints, grievances that have not been finally decided when a notice of intent to discharge for cause is issued to an employee will be considered and decided as part of the pre-termination proceeding.

A. Step 1: Informal Dispute Resolution

The grievant should notify the person responsible for the occurrence of the dispute and attempt resolution at the lowest administrative level having the authority to resolve the matter. The parties may use the assistance of a facilitator or mediator.

B. Mediation

Any party to the grievance may request that an appropriate individual mutually agreed to by the parties assist the parties to reach resolution of the grievance. No party is required to participate in mediation. Mediation should normally occur at an early stage of a grievance; however, requests for mediation will be considered at any step of the process.

Efforts at mediation will not preclude the processing of the grievance in the manner provided by this procedure. Nor will participation in mediation excuse compliance with grievance timelines absent agreement of both parties. The mediator will have no power to compel any action by any party.

Prior to mediation, the participants and the mediator are encouraged to reach a written agreement regarding confidentiality of the mediation process. The university will provide a sample confidentiality agreement on request and will abide by an agreement making the mediation confidential for purposes of the grievance process to the extent allowed by law.

C. Step 2: Review with Supervisor

If the dispute is not resolved in Step 1 and the grievant elects to proceed, the grievant should discuss the dispute informally with the immediate supervisor of the person responsible for the action. If the grievant's immediate supervisor is a chancellor or the president, the grievant should only discuss the dispute with the supervisor if the grievant consents to further participation by such decision-maker in the grievance process.

D. Step 3: Grievance

1. Filing

- a. If the dispute is not resolved in Steps 1 or 2, the matter involves a grievance as defined above, and the grievant elects to proceed, the grievant must file a written grievance within 45 days of the date on which the grievant learned, or should reasonably have learned, of such act or omission, whichever is earlier.
- b. The written grievance must be filed with the supervisor of the person responsible for the act or omission. If the grievance concerns an action or failure to act of a chancellor or the president, the grievance must be timely filed with the chancellor or president, respectively, who will be considered "supervisors" for the purposes of this section.

2. Contents of Grievance

At a minimum, the written grievance must include:

- a. The name, title, address and work phone number of the grievant;
- b. The name and title of the person responsible for the act or omission being grieved;
- c. A description of the act or omission being grieved, including a clear and concise statement of the facts giving rise to the grievance, the date of the occurrence and the date the grievant learned of the occurrence;
- d. A citation of the specific policy and/or regulation believed to have been violated, misinterpreted and/or improperly applied, and an explanation of how the policy or regulation has been violated, misinterpreted or improperly applied;
- e. A description of the relief sought; and
- f. The grievant's signature and the date.

3. Process

If the grievant has not complied with Steps 1 and 2, the Step 3 supervisor may notify the grievant in writing that processing will be delayed for up to 10 days to provide an opportunity for informal dispute resolution.

If the grievance is not resolved informally, the Step 3 supervisor will investigate the grievance as he/she deems appropriate and respond to the grievant in writing within 10 days from the date the grievance was presented, or the end of any informal dispute resolution period provided by this paragraph, whichever is later.

If the supervisor does not respond within such period, the grievance is deemed denied.

E. Step 4: Request for Hearing

1. Grievant Responsibilities

If the grievance is not resolved at Step 3, the grievant may proceed with the grievance only if the grievant requests a hearing as set forth in this paragraph within 10 days of the receipt by the grievant of the supervisor's decision at Step 3, or of the date the decision was due, whichever is earlier.

The grievant will present a written request for a hearing, including a copy of the written grievance and the supervisor's response, if any, to the following senior administrator:

- the provost or MAU equivalent, if the respondent's reporting line is academic;
- the chief student affairs officer or MAU equivalent, if the respondent's reporting line is student affairs;

- the vice chancellor for administration or MAU equivalent, if the respondent's reporting line is administrative;
- the statewide chief human resources officer if the grievant is a statewide employee.

If the grievance concerns an action or failure to act of the person with whom the request would be filed at Step 4 as set forth above, the request for hearing will be filed with the respective chancellor or, in the case of statewide employees, with the president.

If the grievance concerns an action or failure to act of a chancellor or the president, the request for hearing will be filed with the president.

2. Senior Administrator Responsibilities

The person with whom the request for hearing is to be filed at Step 4 will:

- a. Promptly provide a copy of the request for hearing and all other documentation submitted with the request to the person alleged to be responsible for the act or omission, the general counsel, the applicable campus personnel director, and the statewide chief human resources officer.
- b. Determine, within 10 days of receiving the request for a hearing, whether there is a reasonable possibility that the matter complained of was a violation of a policy or regulation or clear abuse of discretion arising from the administration of such policy or regulation as applied to the grievant, and whether the matter is grievable and has been properly filed and processed under this policy.
- c. Grant a hearing unless a determination is made that:
 - (1) there is no reasonable possibility that there has, in fact, been a violation or clear abuse of discretion arising from the administration of a policy or regulation as applied to the grievant; or
 - (2) the matter is not grievable or not properly filed and processed under this Chapter, within deadlines imposed upon the grievant by Regents' Policy and University Regulation.

Base the determination as to whether a hearing will be granted on a review of the written request for a hearing, all other documentation and responses submitted by the grievant, and the written responses and documentation submitted by the person alleged to be responsible for the act or omission and/or that person's supervisor. Questions may be directed to the parties to assist in the determination.

- d. Provide a written explanation of the determination to the grievant, the person alleged to be responsible for the act or omission at issue, and the chancellor or president as applicable. Any delay in making and/or issuing this determination

will not affect the outcome of the process, but a written explanation of the reason(s) for the delay will be provided.

If the Step 4 decision is to dismiss the matter, notification of the dismissal will state the basis of the decision and will be transmitted to the parties and the general counsel within 5 days of the decision.

The general counsel may overrule a determination dismissing a grievance without a hearing within 20 days of receipt of the determination, whether or not requested to do so by the grievant. If the general counsel overrules dismissal of a grievance without a hearing, a Step 5 hearing will be held.

Notification of a Step 4 decision to hold a hearing, along with a request to the general counsel to appoint a hearing officer, will be transmitted by the person making the determination to the parties and the general counsel within 5 days of the decision.

The general counsel may give the parties notice of an intent to overrule a Step 4 determination and dismiss a grievance without a hearing within 5 days of receipt of the Step 4 determination, whether or not requested to do so by a party.

If the general counsel gives the parties notice of intent to overrule a Step 4 determination and dismiss a grievance without a hearing, the parties may respond within 5 days. If no response is submitted within 5 days, the grievance will be considered finally dismissed by the university at that point. If a response is received, the general counsel will decide the matter within 5 days. If the general counsel consults with the president concerning whether a hearing should be held that will not disqualify the president as a decision-maker. A decision of the general counsel to dismiss a grievance without a hearing is the final decision of the university.

e. Appointment of the Hearing Officer

If the final determination is to hold a Step 5 Hearing, the general counsel will appoint a hearing officer.

f. Disqualification of a Hearing Officer

Any party may seek the disqualification of any hearing officer assigned to consider a grievance. To be valid, a request for disqualification of a hearing officer must be made at the earliest possible time. The hearing officer will consider all requests for disqualification and will rule on the question as soon as reasonably practicable. Rules pertinent to disqualification requests include:

- (1) In the absence of written consent of the grievant, current service as a representative of the university in an adversary proceeding will require disqualification of the hearing officer.

- (2) In the absence of written consent of the grievant, past or current service as a representative or advisor to the university pertaining specifically to the grievant will require disqualification of the hearing officer.
- (3) Past or current service as a hearing officer or advisor to a university administrator while acting as an adjudicator will not be grounds for disqualification.
- (4) Past service as a representative of the university in an adversary proceeding will not be grounds for disqualification if the service has been completed.
- (5) A request for disqualification may be denied based upon delay, especially if the delay caused detriment to a party.
- (6) If a timely request for disqualification claiming lack of impartiality is made, the hearing officer will disqualify him/herself unless he/she expressly determines that he/she is and will be impartial.
- (7) Knowledge of circumstances or facts giving rise to the grievance is not sufficient to justify disqualification unless it precludes the hearing officer from being impartial.
- (8) The general counsel may, with or without a request to do so, disqualify a hearing officer for any reason or no reason prior to a ruling on a matter of importance in the proceeding.
- (9) The president may disqualify a hearing officer at any time.
- (10) If the general counsel consults with a chancellor or the president relative to disqualification of a hearing officer, that will not disqualify the chancellor or president from acting as decision-maker.

F. Step 5: Hearing Process

1. Hearing Officer Responsibilities

The hearing officer will conduct a formal hearing that may be preceded by pre-hearing proceeding(s). The process set forth with respect to Step 5 may be amended or supplemented by written agreement of the parties. The hearing officer may construe or reject any modifications of the process which are not clear and unambiguous.

Otherwise, the procedures for the hearing:

- a. will be determined by the hearing officer;
- b. will be made known to the parties;

- c. will afford all parties to the hearing a meaningful opportunity to present their cases; and
- d. may include an opportunity prior to an oral presentation of evidence to decide, in whole or in part, the merits of the case where the hearing officer determines there are no issues of material fact.

Within 5 days of the conclusion of the hearing or submission of any briefing ordered by the hearing officer, whichever is later, the hearing officer should submit his/her recommended findings of fact and conclusions of law for the resolution of the matter in writing, along with all materials considered by the hearing officer in reaching his/her recommendations, to the chancellor or president. A failure of the hearing officer to do so within 5 days will not affect the outcome of the process, but a written statement of reasons for the delay will be submitted by the hearing officer to the chancellor or president before or with the findings and recommendations.

The hearing officer will submit a copy of the explanation for any delay and the recommended findings and conclusions to the grievant, the person responsible for the act or omission complained of, the respondent's representative and the university general counsel.

The hearing officer's recommendations will include a statement of the grievance, the procedural history of the grievance, a statement of the issues considered by the hearing officer, the reason for the recommendation, the statement of remedy, and timelines for implementing the remedy.

2. Conduct of Hearings

a. Pre-Hearing Conference

Not less than 5 days before the hearing, the hearing officer may convene the parties for a pre-hearing conference if, in his/her judgment, such a pre-hearing conference would be beneficial to the parties or to the hearing officer. During the pre-hearing conference, the hearing officer may:

- (1) consider requests for disqualification of a hearing officer;
- (2) clarify and, where possible, simplify the issues to be heard;
- (3) frame the issues and allocate burden of proof;
- (4) establish the facts, to the extent possible;
- (5) provide for the exchange of documents and other information;
- (6) arrange for witnesses and representatives or advisors;
- (7) establish deadlines for providing appropriate materials;
- (8) determine whether the hearing will be open or closed in accordance with e. below;
- (9) review the procedures for conducting the hearing; and
- (10) conduct other appropriate business to ensure a fair, effective, and expeditious hearing.

b. Hearing

The hearing will be conducted in such a manner as to permit the parties a reasonable opportunity to present their perspectives on the issues in dispute and to provide sufficient information for the hearing officer to make a recommendation.

Parties to the grievance will be afforded a reasonable opportunity to call and examine witnesses, introduce exhibits, and ask questions of the opposing party and witnesses for the opposing party.

The technical rules of evidence will not apply to the hearing. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons rely in the conduct of serious affairs. Irrelevant or unduly repetitious evidence may be excluded. The rules of attorney/client privilege apply to the same extent as in civil actions.

c. Representatives or Advisors

Any party may, but need not, be represented by any person including legal counsel. Parties using representation will be responsible for payment of all associated fees.

d. Record of Proceedings

Hearings will be recorded by the hearing officer; however, the hearing officer will not be responsible for technical problems, and such technical problems will not affect the outcome and will not form the basis for challenge as to the adequacy of the proceedings. Any party may request copies of the tape recordings at cost. Any party may tape record the proceedings at the party's expense, provided that such recording does not unduly disrupt the proceedings.

e. Public and Witness Access

Hearings conducted under these procedures will normally be open to the public. The hearing officer will close the hearing to the public only upon a finding that a closed hearing either is legally required or would result in a fairer and more just hearing process. The hearing officer may direct that witnesses, but not the parties and their representatives, be excluded from a hearing except while providing testimony. The deliberations of the hearing officer will be closed to the public and the parties to the grievance.

f. Burden of Proof

The grievant bears the burden of proof in all hearings by a preponderance of the evidence. If, however, the respondent has evidence about the facts giving rise to the grievance which are not known by the grievant, the respondent may be allocated the burden of producing such evidence. The grievant bears the burden of persuasion on all issues.

g. Cooperation

All university personnel have the responsibility to cooperate with the grievance process and may not refuse a lawful direction of the hearing officer to disclose information.

G. Step 6: Decision of the Chancellor or President

The chancellor or president will review the recommendations of the hearing officer and adopt them in whole or in part and/or render a separate written decision within 15 days of the receipt of the recommendations. Should findings or recommendations of the hearing officer not be accepted, the decision will indicate the reasons for rejection or reversal.

The decision of the chancellor or president and a copy of the recommendations of the hearing officer will be furnished to the parties, the hearing officer and the university general counsel. In

the case of a grievance filed against the president, these materials will also be provided to the chair of the Board of Regents. A decision by the president is the final decision of the university.

The written decision of the chancellor or president may:

1. grant relief requested by the grievant in whole or in part; or
2. deny relief requested by the grievant; or
3. award such other relief as is suitable to the matter; and/or
4. return the matter to the hearing officer for clarification or for the taking of further evidence as to specified issues.

H. Step 7: Discretionary Review by the President

A grievant not satisfied with a decision of a chancellor may request discretionary review by the president. Such request must be in writing and must be submitted to the president within 10 days of the issuance of the decision of the chancellor. The president has no obligation to accept review or to follow any particular process if review is accepted.

If the president does not grant a request for review within 20 days of the issuance of the decision of the chancellor, the decision of the chancellor becomes the final decision of the university on the 20th day.

If the president notifies the grievant within 20 days of the issuance of the decision of the chancellor that the president will review the chancellor's decision, the president will consider the record of the grievance before the hearing officer and before the chancellor and take such action as the president deems appropriate.

Both the decision of the president with respect to whether to review the chancellor's decision and the president's substantive decision are final decisions and may not be grieved. A failure of the president to accept review of a decision of a chancellor may not be reviewed.

(11-19-99)

R04.08.080. Review of a Proposed Termination for Cause

A. Procedure

1. Written Statement

In the event of a decision to terminate an employee for cause, the supervisor will provide the employee with a written statement of:

- a. the reason(s) for the planned action;
- b. a statement of the evidence supporting the reason(s) for the planned action; and

- c. notice of the employee's right to request a hearing in accordance with policy and regulation at the time the employee is notified of the university's intention to terminate the employee's employment.

2. Request for Hearing

Within 5 days following receipt of the notice, the employee may request a hearing to contest the termination by submitting a written request to the regional personnel officer for the unit at which the individual is employed, or to the statewide chief human resources officer in the case of the termination of a statewide employee. The written request for a hearing may either be hand delivered, mailed, transmitted by facsimile or by electronic mail, but must be received within the specified time limit.

3. Hearing

If a timely request is received, a hearing will be scheduled not less than 3 days from the date of the request before a hearing officer appointed by the university general counsel. At the hearing, the university will have the burden of proof of demonstrating by a preponderance of the evidence that just cause exists for the termination of the employee. The employee will be afforded an opportunity to present testimony and other evidence as to why the action should not be taken and may be represented by legal counsel or another advisor of the employee's choosing.

The hearing will be recorded. Additionally, the other specific provisions of this Chapter will apply as appropriate to the hearing, except that continuances granted at the request of the employee will not necessarily delay the implementation of the proposed termination.

4. Hearing Officer Responsibilities

The hearing officer will consider the evidence presented and the proposed action and submit a recommended decision within 5 days of the close of the hearing to the chancellor for the unit at which the individual is employed, or to the statewide chief human resources officer in the case of the termination of a statewide employee. The time may be extended by the hearing officer with the agreement of the parties. Absent such agreement, failure of the hearing officer to comply with this time limit will not affect the validity of the process if the employee remains in pay status.

5. Decision

The chancellor or statewide chief human resources officer, as appropriate, will consider the recommendation of the hearing officer and issue a decision in the matter.

B. Termination of Pay

Employees will normally remain in pay status until the decision of the chancellor or statewide chief human resources officer, as appropriate, is made unless a prior proceeding affording minimum due process has been made available.

Additionally, nothing in this provision will be construed to preclude the university from suspending an employee with pay pending the outcome of this review process.

C. Appeal of Termination Decision

A party not satisfied with the decision of the chancellor or statewide chief human resources officer, as appropriate, may appeal the decision in writing to the president. Such appeal must be submitted within 10 days of the issuance of the decision.

The president will consider the record before the hearing officer, the decision on appeal, and the appeal and take such action, as the president deems appropriate. The decision of the president is final.

(11-19-99)

R04.08.100. Appeal of Final Decisions Issued Under This Chapter

Pursuant to Alaska Appellate Rule 602(a), a final decision issued under this chapter may be appealed to the superior court for the State of Alaska within 30 calendar days of the date on which the decision was issued.

(05-04-99)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.09 - Financial Exigency

P04.09.010. Financial Exigency: Controlling Policy.

Notwithstanding any other regents' policy, university regulation or university or campus practice or procedure, if the board determines that a condition of financial exigency exists either in the university generally, or in a major administrative unit or an academic or other unit of a major administrative unit, then the layoff or termination of tenured faculty, non-tenured faculty and other employees before the end of their employment term will be handled in accordance with this financial exigency policy. As used herein, the term "unit" means any identifiable component of the university at any level of its organization that has an annual budget for the operation of such component.

(06-20-97)

P04.09.020. Determination of Financial Exigency.

- A. Financial exigency exists when the board determines that a shortfall in projected revenues for general operations, as compared with projected expenditures over the same period, will have a material adverse effect on the operation of the university generally, or on a major administrative unit or an academic or other unit of a major administrative unit.
- B. In the event of reduced appropriations, declining enrollments, or other actions or events that compel a reduction in the operating budget of the university generally, or in an MAU or an academic or other unit of an MAU, the board may, in the exercise of its educational and fiscal responsibility, decide to reduce the operation of, to modify, or to close one or more MAUs or an academic or other unit of an MAU. Such reductions, modifications, or closures may require the unilateral reduction of salaries; modification of terms of employee appointments, including the duration of appointments, layoffs or terminations of tenured faculty, non-tenured faculty, or other university employees before the end of their employment term. The board will not be required to reallocate resources from one unit to another to avoid a determination of financial exigency in an MAU or an academic or other unit of an MAU. Any action taken by the board and university in response to a financial exigency will be developed with the understanding that the action will be consistent with the basic mission of the university to provide quality education for its students.
- C. Within the limits of the budgetary constraints, the university will make reasonable efforts to ensure that students affected by a financial exigency determination will be allowed to complete their programs at the affected unit or by transfer to another unit of the university.
- D. The determination of the existence and extent of financial exigency affecting the university generally, or any MAU or an academic or other unit of an MAU is the sole responsibility of the board, but the president of the university may request such a determination by the board. When such determination is made, this policy and university regulation will take precedence and control over those applicable regents' policy, university regulation and other practices and procedures which govern normal operating procedures.

(06-20-97)

P04.09.030. Declaration of Financial Exigency.

In the event the board determines that a condition of financial exigency exists either in the university generally, or in an MAU or an academic or other unit of an MAU, it will make a declaration of financial exigency. The declaration of financial exigency will:

- A. contain a statement that a bona fide financial exigency exists and the reasons for the financial exigency;
- B. specify which units of the university are affected and provide an explanation of the appropriateness of the choice;
- C. specify the level of cost reductions judged to be necessary to deal adequately with the financial exigency; and
- D. specify whether services, programs or positions, or a combination thereof, are to be reduced or eliminated in order to produce the necessary cost reductions; if any positions are to be reduced or eliminated, the declaration will describe the efforts taken in the current and prior fiscal years to reduce costs without the reduction or elimination of filled positions.

(06-20-97)

P04.09.040. Priority in Cases of Position Elimination Resulting from Financial Exigency.

- A. In the event of a declaration of financial exigency that calls for the elimination of positions, the order in which employees in an affected unit will be terminated will be as follows:
 - 1. employees on overload or additional assignments, but only to the extent of the overload or additional assignment;
 - 2. part-time employees on temporary appointments;
 - 3. full-time employees on temporary appointments;
 - 4. part-time employees on regular appointments;
 - 5. full-time employees appointed for terms tied to specific events or projects or grant expirations (term appointments), full-time regular employees, and non-tenured faculty; and
 - 6. tenured faculty.
- B. The president or a chancellor designated by the president may depart from the priority order for position elimination resulting from financial exigency specified above if after consultation with the affected units and consideration of the educational mission of the units the financial savings to be realized, the need for continuity, and the qualifications of the remaining employees to perform the necessary tasks, the president or chancellor designated by the president determines that the best interests of the university as a whole so requires.
- C. An exempt employee whose position is eliminated because of financial exigency will be entitled to a minimum of 8 calendar weeks of notice in advance of the cessation of employment.

- D. A nonexempt employee whose position is eliminated because of financial exigency will be entitled to a minimum of 4 calendar weeks of notice in advance of the cessation of employment.
(06-20-97)

P04.09.050. Re-employment After Position Elimination Resulting from Financial Exigency.

Provisions for re-employment of individuals who have been terminated because of position elimination resulting from financial exigency will be established by university regulation.
(06-03-94)

P04.09.060. Grievances Challenging a Financial Exigency Declaration.

- A. A declaration of financial exigency may be the basis of a grievance only if the grievance challenging the declaration of financial exigency is filed within 15 calendar days after the declaration of financial exigency and only on the grounds that one or more of the four statements required to be contained in the declaration of financial exigency is clearly erroneous and that the error materially affects the declaration.
- B. The burden of proof will be on the grievant to prove by a preponderance of the evidence that one or more of the determinations stated in the declaration of financial exigency is clearly erroneous and that the error materially affects the declaration. If the grievant meets this burden, the university will then have the burden of establishing that the weight of the overall evidence nonetheless supports the finding of a bona fide financial exigency.
- C. Notwithstanding the provisions of P04.08 and R04.08, any grievance challenging a declaration of financial exigency will be filed pursuant to the university's grievance procedure, but will be initiated at the Step 3 level as a grievance against the president and will be joined for purposes of the grievance review and final determination with all other grievances challenging the financial exigency declaration.

(05-04-99)

P04.09.070. Grievance Arising from Position Elimination Resulting from Financial Exigency.

- A. Any grievance arising out of the termination of an individual pursuant to position elimination arising from financial exigency, or that may arise relative to the treatment of an individual as a result of position elimination resulting from financial exigency, must be initiated by filing the grievance in the manner provided by P04.08 and R04.08 at the Step 3 level as a grievance against the president within 15 calendar days of the time the employee is notified by the university, or within 15 calendar days from the time the employee knew, or reasonably should have known, whichever occurs first, that the employee's interests may be adversely affected by the proposed position elimination resulting from financial exigency.
- B. Any grievance hearings that result from the filing of grievances under this procedure may be consolidated if deemed appropriate by the hearing officer.
- C. The existence of financial exigency and the designation of the units to which it applies are not subject to review in grievances brought under this policy.

(05-04-99)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.09 - Financial Exigency

R04.09.050. Re-employment After Position Elimination Resulting from Financial Exigency.

For a period of three years following position elimination resulting from financial exigency, an employee terminated as a result of position elimination who is not otherwise employed in the university in the same or a comparable position will be offered re-employment in the position previously held should the position be reestablished in the same department or unit from which the employee was terminated.

Where two or more former employees qualify for an offer of re-employment for the same vacancy, priority will be given to the last employee terminated. Notice of an offer of re-employment is considered given when the notice is mailed by certified mail to the employee's last known mailing address, or the notice is received, whichever is earlier. Re-employment rights expire if the employee's written acceptance of the position is not received by the appropriate human resources office within 15 calendar days of the date notice is given. If the offer of re-employment is not accepted, the former employee will receive no further special consideration for re-employment. If the offer of re-employment is accepted, the former employee will receive the following benefits to the extent permitted by applicable laws, policy and regulation:

A. Appointments

An employee who held a continuing appointment on the date of termination by reason of position elimination resulting from financial exigency and who is re-employed in the same position will resume a continuing appointment. An employee who held a tenured appointment on the date of termination by reason of position elimination resulting from financial exigency and who is re-employed in the same position will resume a tenured appointment.

B. Sick Leave

An employee will be credited with the sick leave accruals held by the employee on the date of termination by reason of position elimination resulting from financial exigency.

(02-22-01)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.10 - Ethics and Conduct

P04.10.010. Scope and Conduct of Outside Activities; Compliance with State Law.

- A. In this section, “outside activities” means work or activities that are not within the scope of the regular employment duties of the university employee.
- B. Outside activities that will increase the effectiveness and broaden the experience of employees in relation to their functions at the university or that will be of service to the community or the state, are encouraged, provided the outside activities do not interfere with the performance of the employee's regular university duties; and provided the outside activities do not involve the appropriation of university property facilities, equipment, or services.
- C. Employees of the university must comply with the applicable provisions of AS 39.52 (Alaska Executive Branch Ethics Act). To the extent that applicable law is more restrictive than regents’ policy or university regulation, the law governs. Among other things, AS 39.52 prohibits official action when personal or financial interests are affected, misuse of official position, abuse of subordinates, misuse of university resources, and misuse of information. It also restricts gifts, outside employment, and interests in university grants, contracts, leases or loans. Employees should contact the university’s designated ethics supervisor for additional information.

(06-20-97)

P04.10.020. Abuse of Office for Political Purposes.

- A. No university employee may assert or imply that the employee is officially representing the university or its policies, unless expressly authorized to do so by the president.
- B. An employee who acquires a state, federal, or local public office that may not legally be simultaneously held by a university employee will resign from university employment. Where there is no legal prohibition on simultaneous office holding, the employee need not resign, but will remain subject to the university regulation that apply to outside activities.
- C. Any employee who wishes to campaign for or hold any political office or to serve as a registered state or federal lobbyist will come under the university regulation that applies to outside activities.
- D. University funds or resources may not be used to support partisan political activity. Letters constituting partisan political activity may not be written on university stationery unless expressly authorized by the president.

(06-20-97)

P04.10.030. Conflict of Interest.

- A. Any action, without actual authority to do so granted specifically by the board or the university president, by an officer or employee of the university that either: (1) has allowed any person, firm, or company to derive an advantage or benefit which has not been made available to all persons, firms, or companies on the same or equal basis; or (2) exposes the university to contractual obligation or public liability, will be considered improper and in conflict with the proper discharge of official duties in behalf of the university.
- B. An officer or employee of the university may not, directly or indirectly, do any of the following:
1. engage in or accept employment from or render services for any public or private interest when such employment or service may reasonably be expected to give rise to conflict with the proper discharge of official duties on behalf of the university;
 2. in behalf of the officer or employee or another, solicit, negotiate for, or agree to accept employment or anything of substantial value from, any person, firm or company with which the officer or employee and the officer or employee's budget request unit is engaged in the transaction of business on behalf of the university, or that may be affected by the officer or employee's official action;
 3. hold any investment or engage in any financial, business, commercial, or private transaction that creates a conflict with the proper discharge of official duties;
 4. use information peculiarly within the officer or employee's knowledge or purview concerning the students, employees, property, government, or affairs of the university to advance the financial or other private interest of the officer or employee or another;
 5. accept any form of gift, loan, consideration, or any gratuity for the performance of the officer or employee's duties other than that afforded by the university, unless the gift, loan, consideration, or gratuity is received for the exclusive benefit of the university;
 6. receive payment or other consideration for activities, or the products of activities, created or performed while acting as a university employee, other than that provided by the university;
 7. be a party to the purchase or sale of, or influence the purchase or sale of, goods or services for the use of the university by any person, firm, company, or business in which the officer or employee has substantial financial interest unless approved in advance by the president of the university; the transaction will be approved only if the president finds it to be in the best interests of the university; the approval will be in written form and be open to inspection by the public at the Office of the President;
 8. engage in any business or transaction, or own a financial or other private interest, that is in conflict with the proper discharge of official duties.
- C. A university officer or employee will be considered to have done "indirectly" the things prohibited by subsection B. of this section whenever any part of the prohibited acts are accomplished by or through "an immediate family member," which includes the spouse,

cohabitant, child, parent, sibling, grandparent, aunt, and uncle of the university officer or employee, and parent or sibling of the officer or employee's spouse, or by an association, trust, or corporation in which the officer or employee or an "immediate family member" has a substantial interest; or through any device or artifice intended to evade the effect of the regents' policy.

- D. In cases in which a faculty member produces a published work or an invention as a part of the faculty member's paid research or public service assignment for the university, and such published work or invention is not a "commissioned work" as defined in P10.07.050(a), the fact that the faculty member may receive payment for royalties or similar remuneration will not alone constitute a violation of this policy.
- E. If an officer or employee is uncertain whether a conflict of interest exists in an actual situation, the officer or employee may:
 - 1. through appropriate channels, fully and fairly inform the president in writing of the specific facts surrounding the possible conflict of interest; and
 - 2. request a determination of whether the situation as presented constitutes a conflict of interest.

In such instances, the president may rule on the question of whether the situation as presented constitutes a conflict of interest. If the president decides whether the situation as presented constitutes a conflict of interest, the decision will be conclusive as to the situation as presented. The officer or employee who requests the decision will have a continuing duty to inform the president in writing fully, fairly, and in good faith, in advance of changes in circumstances that might alter the situation so as to cause the president to change the decision. The president may reconsider a decision at any time.

- F. Additional restrictions and exceptions may be provided by university regulation. (06-20-97)

P04.10.040. Nepotism.

- A. Candidates will not be prohibited from appointment on the basis of their relationship with current employees of the university. However, no employee of the university may supervise or participate in employment, grievance, retention, promotion, salary, leave or other personnel decisions concerning members of the employee's immediate family.
- B. "Immediate family" includes an employee's spouse, child or stepchild, parent, sibling or immediate in-laws.
- C. It is not a violation of this policy for a faculty member to have an immediate family member as a student enrolled in the faculty member's class, provided that the chancellor has approved an alternative means of evaluating the student's academic performance. The faculty member may not be directly involved in the alternative form of evaluation.
- D. Any exception to this policy requires the prior written approval of the president. The president will advise the board of all granted exceptions.

(08-15-97)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.10 – Ethics and Conduct

R04.10.010. Scope and Conduct of Outside Activities; Compliance with State Law.

A. Scope

1. Serving on advisory bodies and university governance groups, teaching, research, application of research findings, preparation and publication of articles and books (whether for royalty or not), preparation and delivery of lectures, memberships and activities in professional societies, participation in artistic performances or activities, when said activities are related to staff members' professional fields and no compensation or honorarium (other than royalties from publication) is received, are considered to be within the regular work duties of university employees and are supported by the university.

Examples of activities considered to be outside the regular work or duties are: consulting for or providing other services to individuals or firms, serving on boards of directors, or as officers of business organizations, and engaging in commercial operations and practice except as noted above.

2. Outside activities may be of a one-time nature, intermittent or occasional, or regularly recurring. They may involve little or considerable amounts of compensation.
3. For purposes of this regulation, "employee" is intended to include all personnel of the university, including both staff and faculty enrolled on the university payroll records and receiving compensation from the University of Alaska, no matter what the basic fund source, for the performance of regular staff or academic duties. It includes part-time as well as full-time employees. Nothing contained herein will be considered applicable to any outside activities of employees during the period of time for which they are compensated as university employees, except insofar as the use of university name, property, equipment, etc., is concerned.

B. Conduct of Outside Activities

1. Prior to engaging in any outside activity as defined herein, the employee concerned will secure approval of his/her immediate supervisor. Department heads, deans, and directors or equivalent level are designated as representatives of the university to grant such approval for employees under their jurisdiction. If the approval is denied, the individual will have the right to appeal the decision as set forth below.
 - a. In making these determinations, the chief consideration will be whether the employee's current or proposed outside activities, taken individually or cumulatively, would substantially interfere with the performance of his/her regular duties. The fact that the outside activity involved compensation or the amount of such compensation will not be a reason for a refusal.

- b. In some cases the outside activity of an employee may be in the interest of the university or contribute to a significant enhancement of the employee professional standing or competence, even though engaging in the outside activity would substantially interfere with the employee's performance of his/her regular duties. In some cases the university may, upon consideration, determine that a re-allocation of the employee's duties is justified. Heads of departments and offices must process such cases through regular channels for approval.

2. Review

Heads of offices, departments, deans and other supervisors may, from time to time, review a case if, in their judgment, reasonable evidence suggests that:

- a. The outside activity or activities, individually or cumulatively constitutes in fact a substantial interference with the satisfactory accomplishment of the employee's regular university duties; or
- b. The employee may otherwise be violating the provisions of this policy.

3. Community, State and Governmental Service

Community, state and governmental service is encouraged by the university as a function of citizenship, provided it does not constitute detrimental interference with the employee's discharge of his/her regular work duties. If community, state or governmental service duties, whether compensated or not, in fact substantially interferes with the employee's discharge of his/her regular work duties, it then becomes an outside activity.

4. Use of the University Name

- a. In conducting outside activities for compensation, the employee will make it clear to his/her employers or associates that he/she is serving in an individual capacity and that the university accepts no responsibility in connection with the outside activities.
- b. Official stationery of the university will not be used in connection with consultant's reports, bills for services or correspondence relating to the fulfillment of the staff member's performance of the outside activity.
- c. Employees whose names are included in commercial listings or other public documents, the purpose of which is to draw attention to the employee's availability for compensated services, will not list university buildings as an address, or list a university telephone number.

5. Purchases Through the University for Private Purposes

Individuals are not permitted to purchase supplies or equipment for personal use through institutional channels.

6. Use of University Property, Equipment, Facilities, or Services
The use of university property, equipment, facilities, or services by employees for purposes not directly related to university duties is prohibited. Exception will be made for the use of specialized equipment not available to industry or individuals through any private source within the state for which a pre-determined fee or rate has been established. The individual staff member may use such equipment on the same basis as other members of the public.

(07-01-89)

R04.10.020. Abuse of Office for Political Purposes

Any employee seeking an elected public office will campaign completely on his/her own time, without adversely affecting his/her duties at the university; and be subject to any general university procedures governing appearances and activities of political candidates on the campus.

Any employee who acquires a state or federal public office or a full-time local government office which is legally not permitted to be held by a university employee, will resign from university employment. Such resignation will be without prejudice if adequate notice has been given by the employee and mutually satisfactory arrangements have been made concerning possible replacement of the employee.

(07-01-89)

R04.10.030. Conflict of Interest

A. Notice

Regents' Policy and this regulation regarding conflicts of interest will be communicated to all affected persons - regents, employees and other university representatives. Policy and regulation will be enforced in a timely and consistent fashion. Units of the University of Alaska are directed to post, permanently, copies of Regents' Policy 04.10.030 and this regulation on appropriate bulletin boards.

B. Purpose and Scope

Regents' Policy 04.10.030 and this regulation apply to and provide guidance for all persons employed by the university, regardless of position.

Regents' Policy 04.10.030 applies to individual members of the University of Alaska Board of Regents as "officers" and "representatives" of the university when applicable.

C. Rationale

In order to maintain the highest ethical standards in all associations and activities with outsiders that take place on behalf of the university, every employee of the university is expected to accord the university his/her primary professional loyalty and to arrange outside obligations, financial interests and activities so as not to conflict or interfere with this over-riding commitment. All university employees will conduct both university business and their individual activities in a manner which will withstand the sharpest scrutiny and avoid even the appearance of impropriety.

D. Disclosure

All university employees will follow the practice of full prior disclosure, in writing, of the precise nature of any association, relationship, business arrangement or circumstance that might suggest that decisions were made contrary to the best interests of the university and/or for an employee's personal gain or the gain of an employee's family, close friends or business associates. All such prior disclosures will be done through organizational channels to the university president in case of employees, or to the board president in the case of regents.

E. Areas of Potential Conflict

The following activities and situations present conflicts of interest or commitment.

1. Use of University Resources

The unauthorized use of any university resources by a university employee, including equipment or services of university employees, for his/her own personal benefit.

2. Disclosure of Privileged Information

The unauthorized disclosure or release of any data of a confidential nature by a university employee, secured through one's employment, such as educational, medical, personnel, security records of individuals; anticipated material requirements or price actions; possible new sites for university actions; knowledge of forthcoming programs or of selection of contractors or subcontractors in advance of official announcements; results, materials, records of information stemming from university activity that are not generally available.

3. Acceptance of Gifts

Direct or indirect acceptance by a university employee of a loan, gift or favor of more than nominal value from any organization or person doing or seeking to do business with the university. Nominal value is generally considered to mean low cost advertisement items, i.e., calendars, cups, pens, etc. This subsection should not be deemed to prohibit normal loans made in the ordinary course of business from banks or financial institutions that have or expect to have relations with the university.

4. Provision of Gifts

Direct or indirect provision by a university employee of a gift or favor of more than nominal value to any organization or person doing or seeking to do business with the university.

5. Interest in Supplier or Contractor

Direct or indirect interest by a university employee in any organization that has, or is seeking to have, business dealings with the university where there is an opportunity for preferential treatment to be given or received except (a) with the knowledge and written consent of the board or university president, or (b) in any case where such an interest consists of securities in widely-held corporations that are quoted and sold on the open market, or in private corporations where the interest is not substantial, e.g., not more than 5 percent of the voting stock or controlling interest of such organization.

6. Competition with University

Direct or indirect engagement by a university employee in any other enterprise for remuneration when the activity is in direct competition with the university, except with the knowledge and prior written consent of the president or his designee.

7. Sale or Lease of Property

Direct or indirect selling or leasing by a university employee of any kind of property to or from the university or to any organization or person that is, or is seeking to become, a supplier of goods, services or property to the university, except with the knowledge and prior written consent of the president or his designee.

8. Employment by Supplier

Direct or indirect service by a university employee as an officer or director of, or as a consultant to, or to be otherwise employed by any organization doing or seeking to do business with the university, except with the knowledge and prior written consent of the university president or his designee.

9. Outside Activities

Devotion of so much time or creative energy by a university employee to extramural activities that the employee compromises the amount of quality of his/her participation in the instructional, scholarly or administrative work for which the employee was hired. No more than 20 percent of an employee's total professional effort may be directed to such extramural activities.

10. Research

Direction of students by a university employee into a research area from which the employee hopes to realize financial gain.

A university employee will be considered to have done indirectly the things or activities described in subsection E whenever any part of the actions or things are accomplished by or through the spouse, child, parent or sibling of the employee or by an association, trust or organization in which the employee or the employee's spouse, child, parent or sibling has a substantial interest; or through any device or artifice intended to evade the effect of the regulation.

F. Activities that are Permissible

The following activities present no conflict of interest:

1. Acceptance of royalties for published scholarly works and other writings or of honoraria for commissioned papers and occasional lectures, provided, however, that such published work is not a "commissioned work" as defined in Regents' Policy 10.07.050.
2. Service as a consultant to outside organizations provided that (a) the time and energy devoted to the task is not excessive, (b) the arrangement in no way inhibits publication of research results obtained within the university and (c) the arrangement violates no portion of subsection E.
3. Service on boards and committees of organizations, public or private, provided that (a) such service does not compromise the amount or quality of the employee's work and (b) the service does not otherwise violate the provisions of subsection E.

G. Method of Resolving Conflict

The procedures listed below will be followed to determine when a conflict of interest could or does exist, and to avoid or remove such conflict. If there is any question about the propriety of any business dealings contemplated or engaged in currently, or if an employee is uncertain whether a conflict of interest situation exists, this procedure will be followed.

1. Through appropriate university channels, the employee will fully and accurately inform the president of the university, or the president of the Board of Regents in the case of regents, in writing, of the specific facts and circumstances surrounding the possible conflict of interest.
2. The employee or regent will then request a determination of whether the situation, as presented, constitutes a conflict of interest.

3. If any activity is interpreted as an existing or potential conflict of interest, the university president, or president of the Board of Regents in the case of regents, will determine what action is necessary to eliminate or avoid any conflict of interest.

H. Sanctions

Failure of an employee to follow the requirements of this chapter or comply with related directives from the president or his designee will be grounds for suspension or dismissal of the employee and/or other sanctions as may be deemed appropriate by the university president.

(06-20-97)

REGENTS' POLICY
PART IV – HUMAN RESOURCES
Chapter 04.11 - Collective Bargaining

P04.11.010. Recognition of Collective Bargaining Agents.

- A. Agents will not voluntarily be recognized for purposes of collective bargaining with employees of the university unless they seek to represent bargaining units that:
 - 1. are statewide in scope;
 - 2. do not violate the standards set by state law; and
 - 3. contain as large a number of employees as possible.
- B. The board favors recognition only of collective bargaining agents that are representative of suitable and appropriate bargaining units. The president shall determine what bargaining units conform to this policy and may recognize representative bargaining agents as exclusive bargaining agents for purposes of collective bargaining.

(10-27-78)

P04.11.020. Exclusions and Agreements.

- A. Personnel represented by a recognized exclusive collective bargaining agent will not be included in pay increases, but will receive changes in their compensation and benefits as provided by the collective bargaining process.
- B. No collective bargaining agreement shall be binding upon the board without prior approval of the entire agreement by the board.

(02-18-00)



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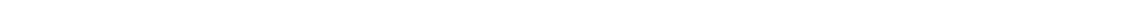
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Sexual Harassment

According to BOR, Regulations 04.02.020 B., sexual harassment includes...sexual nature where:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or education; or
2. Submission to or rejection of such conduct by an individual is used as a basis for employment or academic decisions affecting that individual; or
3. Such conduct has the purpose or necessary effect of unreasonably interfering with an individual's work or creating a hostile, intimidating or offensive working or learning environment; and
 - a. such conduct is known by the offender to be unwelcome, harmful or offensive; or
 - b. a person of average sensibilities would clearly understand the behavior or conduct is unwelcome, harmful or offensive.

BOR Regulations, 04.02, outline the process to file informal and formal complaints of discrimination and sexual harassment complaints.



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