

ARTICLE 10

Changes Reduction in Force Due to Discontinuance or Reduction of Program or Financial Exigency

10.1 Definition of Program

For the purposes of this Agreement, an academic program includes courses of study that result in transcribed credentials (such as degrees, certificates), courses of study that result in non-transcribed credentials (such as minors and workforce credentials), academic units that provide courses for other programs (electives, selectives, general requirements, prerequisites), academic units that focus on research activities, as well as any departments, centers, and institutes that are the organizational placement of bargaining unit members.

10.2 General

Prior to a decision to discontinue or reduce an academic program which would result in changes to the workload or the termination non-retention of bargaining unit UNAC members, the University shall meet and confer with United Academics. Prior to a decision to reduce an academic program which would result in a significant change in the workload of UNAC bargaining unit members, the University shall attempt to meet and confer with United Academics and the UNAC bargaining unit member. Upon request of United Academics, the University shall provide available information regarding the potential program reduction or discontinuance, including a list of bargaining unit UNAC members whose positions are under consideration for revision or elimination, and the criteria used for determination of those changes positions.

10.2 3 Discontinuance or Reduction of Program with Changes to Faculty Appointments

[Existing 10.2 moved to 10.4 below]

When a decision is made to reduce or discontinue a program pursuant to University Regulation 10.06.01, a good faith effort shall be made to retain UNAC bargaining unit members. Such efforts may include, but are not limited to:

Transferring bargaining unit members to the remaining disciplines and programs for which they are qualified (as defined in Article 9) in the MAU;

Composing a workload for qualified bargaining unit members from teaching, research/creative activity, service, and administration activities assigned to faculty with less than 51% FTE status in any combination of programs in the MAU for which the

bargaining unit member is qualified;

Providing tuition and fees for graduate coursework for bargaining unit members who would need up to eighteen (18) graduate credits to become qualified in a remaining or new program. The bargaining unit member will have up to two (2) calendar years to complete the required coursework with letter grades of B or higher. Teaching, service, and research components of the bargaining unit member's workload shall be reduced while they are completing required coursework for reassignment to an existing or new program. Failure to complete this option does not remove the obligation to pursue the other good faith options listed here.

Providing preference for faculty positions at the other MAUs in any discipline in which the member is qualified;

Providing preference for any open positions within the UA System, including all three (3) universities, for which the bargaining unit member is qualified and willingly applies.

Opportunities for continued employment in a ~~discontinued~~ or reduced program, or transfer to another program, shall be offered to bargaining unit UNAC members qualified in the discipline in the following order:

- Tenured bargaining unit UNAC members
- Non-tenured, tenure track bargaining unit UNAC members
- Non-tenure track bargaining unit members on multi-year contracts
- Non-tenure track term bargaining unit UNAC members on full-time appointments on annual contracts
- ~~Non-tenure track term UNAC members on less than full-time appointments~~
- Overload or other additional assignments, only to the extent of the additional assignment

When a decision is made to discontinue an academic program, teach out plans shall be developed by the appropriate dean/director/designee in consultation with impacted UNAC bargaining unit members. Opportunities for continued employment during a teach out shall be offered to UNAC bargaining unit members in the order described above.

~~UNAC Bargaining unit members not provided opportunities for~~ who decline opportunities for continued employment according to the terms of this Section shall be terminated non-retained in accordance with the processes outlined in 10.34 below.

d. ~~When a decision is made to discontinue an academic program, teach out plans shall be developed by the appropriate dean/director/designee in consultation with impacted UNAC members. Opportunities for continued employment during a teach out shall~~

~~be offered to UNAC members in the order described in Article 10.3.~~

10.3 4 Discontinuance or Reduction in Program with Non-retention

~~When a decision is made to reduce a program pursuant to University Regulation 10.06.01, a good faith effort shall be made to retain tenured unit UNAC members qualified in the discipline (as defined in Article 9) in preference to non-tenured unit UNAC members, to place in another program those tenured unit UNAC members qualified in the discipline (as defined in Article 9) in the MAU where appropriate, or to compose a workload for qualified unit UNAC members from activities assigned to part-time faculty in the program.~~

~~Opportunities for continued employment in a reduced program, or transfer to another program, shall be offered to unit UNAC members qualified in the discipline in the following order:~~

~~Tenured unit UNAC members~~

~~Non-tenured, tenure track unit UNAC members~~

~~Non-tenure track term unit UNAC members on full-time appointments~~

~~Non-tenure track term unit UNAC members on less than full-time appointments~~

~~Overload or other additional assignments, only to the extent of the additional assignment~~

~~Unit UNAC members not provided opportunities for continued employment according to the terms of this Section shall be terminated.~~

After making a good faith effort to place all bargaining unit members from a reduced or discontinued program as per 10.3, the chancellor or the chancellor's designee shall notify non-tenure track UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service within the University of Alaska System.

a. Within the first (1st) year, regardless of contract extensions, the bargaining unit member shall be notified no later than February 15 for appointments based on the academic year, or three months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.

b. Within the second (2nd) year, regardless of contract extensions, the bargaining unit member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine month period.

c. After two (2) or more years, the bargaining unit member shall be notified not less than twelve (12) months prior to the expiration of the final appointment.

- a. ~~Within the first two years, regardless of contract extensions, the UNAC member shall be notified no later than seven (7) days prior to the expiration of the appointment.~~
- b. ~~From the third through sixth years, regardless of contract extensions, the UNAC member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.~~
- c. ~~After seven years, the UNAC member shall be notified not less than ninety (90) days prior to the expiration of the appointment.~~

Failure to provide notice as provided above shall not result in renewal of appointment. If notice is provided after the dates prescribed above, the University of Alaska System Office shall pay the UNAC bargaining unit member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short.

The chancellor or the chancellor's designee shall notify unit tenure track or tenured UNAC bargaining unit members of the decision to terminate employment in writing on the following schedule based upon consecutive years of uninterrupted service with the University of Alaska System.

- a. Within the first year, regardless of contract extensions, the bargaining unit UNAC member shall be notified no later than February 15 for appointments based on the academic year, or three (3) months prior to the end of the base appointment for appointments based on an alternative nine month period.
- b. Within the second year, regardless of contract extensions, the bargaining unit UNAC member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- c. After two (2) or more years of uninterrupted service, the bargaining unit UNAC member shall be notified ~~twelve~~ twenty-four (24) months prior to the expiration of the final appointment.

If the program is reinstated or expanded within two (2) years, qualified and previously non-tenure track, tenure track, and tenured and qualified bargaining unit UNAC members shall be invited to return in the order provided in this Section above prior to hiring new full-time bargaining unit UNAC members. The bargaining unit UNAC member shall be provided at least thirty (30) days from the mailing of the invitation to notify the University of the decision to decline or accept. If the former bargaining unit UNAC member does not respond within thirty (30) days, the invitation shall be assumed to have been declined. Former faculty members wishing to receive such invitations shall be responsible for maintaining a current mailing address with the hiring authority.

10.4.5 Financial Exigency

Following a declaration of financial exigency in accordance with Regents' Policy 04.09.060, bargaining unit UNAC members are entitled to written notice of ~~termination~~ non-retention a minimum of sixty (60) calendar days in advance of the cessation of their employment.

10.5.6 Other Rights of Retrenched Bargaining Unit UNAC Members

Any ~~terminated~~ non-retained faculty member whose re-employment rights have not expired shall have the right to purchase, through the University, insurance coverage identical to that offered to other faculty at group rates, with the full cost to be paid by the ~~terminated~~ non-retained person.

10.6.7 Exclusions

Non-retention or non-renewal of appointments under Article 9, or disciplinary actions under Article 11, shall not be considered a discontinuance or reduction of a program.