

2022.08.31 UNAC Mediation Article 10 Proposal, red-lined against current CBA.

ARTICLE 10

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

10.1 General

Prior to a decision to discontinue an academic program which would result in the termination of UNAC bargaining unit 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 confer with 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 UNAC bargaining unit members whose positions are under consideration for elimination, and the criteria used for determination of those positions.

10.2 Discontinuance of Program

The chancellor or the chancellor's designee shall notify non-tenure track term 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.

- a. Within the first two (2) years, regardless of contract extensions, the UNAC bargaining unit member shall be notified no later than seven (7) days prior to the expiration of the appointment.
- b. From the third through the sixth years, regardless of contract extensions, the UNAC bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the UNAC bargaining unit 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 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.

When a decision is made to discontinue a program, a good faith effort shall be made to place tenured UNAC members in another program where appropriate.

The chancellor or the chancellor's designee shall notify 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 within the University of Alaska.

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- a. Within the first year, regardless of contract extensions, the UNAC bargaining unit 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 an appointment, for appointments based on an alternative nine (9) month base.
- b. Within the second year, regardless of contract extensions, the UNAC 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 (9) month period.
- c. After two (2) or more years of uninterrupted service, the UNAC bargaining unit member shall be notified twelve months prior to the expiration of the final appointment.

If the discontinued program is reactivated within two (2) years, previously tenured and qualified UNAC bargaining unit members shall be invited to return prior to hiring new full-time UNAC bargaining unit members. The UNAC bargaining unit member shall, within thirty (30) days from the mailing of the invitation, notify the University of the decision to decline or accept. If the former unit member does not respond within thirty (30) days, the invitation is deemed to have been declined. Former UNAC bargaining unit members wishing to receive such invitations shall be responsible for maintaining a current mailing address and other contact information with the hiring authority.

- d. When a decision is made to discontinue an academic program, teach out plans shall be developed by the appropriate dean, /director, or /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 in Article 10.3.

10.3 Reduction in Program

When a decision is made to reduce a program pursuant to University Regulation 10.06.010, a good faith effort shall be made to retain tenured UNAC bargaining unit members qualified in the discipline (as defined in Article 9) in preference to non-tenured UNAC bargaining unit members, to place in another program those tenured UNAC bargaining unit members qualified in the discipline (as defined in Article 9) in the MAU where appropriate, or to compose a workload for qualified UNAC bargaining unit 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 UNAC bargaining unit members qualified in the discipline in the following order:

Tenured UNAC bargaining unit members

Non-tenured, tenure track UNAC bargaining unit members

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

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

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

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

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.

- a. Within the first two (2) years, regardless of contract extensions, the UNAC bargaining unit 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 bargaining unit member shall be notified not less than forty-five (45) days prior to the expiration of the appointment.
- c. After seven (7) years, the UNAC bargaining unit 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 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 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.

- a. Within the first year, regardless of contract extensions, the UNAC bargaining unit 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 (9) month period.
- b. Within the second year, regardless of contract extensions, the UNAC 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 (9) month period.
- c. After two (2) or more years of uninterrupted service, the UNAC bargaining unit member shall be notified twelve (12) months prior to the expiration of the final appointment.

If the program is expanded within two (2) years, previously tenured and qualified UNAC bargaining unit members shall be invited to return in the order provided in this Section

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above prior to hiring new full-time **UNAC bargaining unit** members. The **UNAC bargaining unit** 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 **UNAC bargaining unit** 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 Financial Exigency

Following a declaration of financial exigency in accordance with Regents' Policy 04.09-060, **UNAC bargaining unit** members are entitled to written notice of termination a minimum of sixty (60) calendar days in advance of the cessation of their employment.

10.5 Other Rights of Retrenched **UNAC Bargaining Unit** Members

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

10.6 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.

TA'd

DocuSigned by:
Tara Ferguson
B505452E617947B...

September 19, 2022

DocuSigned by:
David C Eisenberg
BF29C575DCBE440...

September 19, 2022

DocuSigned by:
Melanie Arthur
DFEE5B2DE3AB490...

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