



UNITED ACADEMICS COUNTERPROPOSAL

9-12-13

Article 25

Termination without Cause for Financial Circumstances or Reorganization

General. A termination of a bargaining unit faculty member without cause under this Article may occur only as a result of financial exigency or ~~eliminations or reductions for financial reasons~~ or for ~~educational~~ academic reasons as defined in this Article.

The University Administration will give the Union at least 30 days' notice prior to the effective date of a termination under this Article. The notice will include an explanation of the reason for the termination and the bargaining unit faculty members to be terminated. Upon the request of either party, the Union and the University Administration will meet and discuss the specifics of the proposed terminations.

The University Administration will determine which bargaining unit faculty members will be terminated based on the following considerations:

- (a) The University Administration will retain bargaining unit faculty members who have the best skills and abilities to accomplish future work. In making such judgment, the University Administration may consider all appropriate factors, including but not limited to: capacity to meet the needs of the University in the future; performance evaluation history; academic training; professional reputation; teaching effectiveness, research record or quality of scholarly or creative activity; and service to the profession, the University and the community.
- (b) In identifying bargaining unit members for termination, the University Administration will consider its commitment to maintain diversity and its legal obligations regarding affirmative action.

The provisions of this Article do not apply to bargaining unit faculty members who have received notice of non-reappointment. Nothing in this Article affects the terms and conditions of employment of bargaining unit faculty members (a) on a visiting appointment at the University, (b) whose positions are funding contingent, or (c) who are appointed for less than one academic year.

Financial Exigency and ~~Reductions or Eliminations for Financial Reasons~~

Section 1. Financial exigency for purposes of terminating the employment of bargaining unit faculty members under this Article may be declared by the Board of Trustees of the University

of Oregon upon a demonstrably bona fide determination by the Board that a serious financial emergency that threatens the academic mission of the university as a whole exists. The University Administration will provide the Union with reasonable notice that a declaration and determination is under consideration. Such a declaration and determination must be made in public session as required by the Oregon Public Meetings law, pursuant to University procedures providing for faculty and other appropriate input.

Section 2. For purposes of terminating the employment of bargaining unit faculty members under in accordance with Section 1 of this Article, program or department reductions or eliminations may be made by the President upon his or her determination, pursuant to University procedures providing for faculty or other appropriate input, that such reductions or eliminations are consistent with the University's goals and needs.

Section 3. The determination of a financial exigency or that program or department reductions or eliminations should be made is not grievable. Whether the financial exigency ~~or program or department reductions or eliminations~~ is a "but for" cause of a personnel action is grievable, as is an alleged violation of the procedural requirements set forth in this Article.

Section 4. Before terminating a tenure-track or career NTTF bargaining unit faculty member pursuant to a determination made under Sections 1 ~~or~~ and 2, the University Administration will make a reasonable, good faith effort to place the bargaining unit faculty member concerned in another suitable position of the same classification and rank within the university. A bargaining unit faculty member's refusal of such offer of reassignment will not affect his or her reemployment rights under this Article.

Section 5. Bargaining unit faculty members should be informed of a termination under this Article as soon as practicable. ~~Unless the determination made under sections 1 or 2 requires otherwise,~~ Tenured bargaining unit faculty members will be provided at least one year's notice; and tenure-track and career NTTF bargaining unit faculty members shall be given advance notice of at least one year ~~180 days~~ or the duration remaining of their appointment, whichever is shorter. Bargaining unit faculty members scheduled for termination will receive written notice to their university email address or, if the faculty member does not have a university email address, by regular mail to their last address recorded in the Banner system. The notice will include the effective date of termination; the reason for the termination; and a statement of recall rights.

Section 6. If a ~~tenure-track~~ bargaining unit faculty member's appointment is terminated under sections 1 ~~and~~ or 2, the University Administration will not at the same time make any new faculty appointments in that unit, except where a serious distortion in the academic program would otherwise result. It is the bargaining unit faculty member's responsibility to keep the

university advised of his or her current email address for receipt of such offers. If a bargaining unit faculty member refuses an offer of reemployment under this Section, his or her right to reemployment is extinguished.

Section 7. If a ~~tenured~~ bargaining unit faculty member's appointment is terminated under sections 1 ~~and~~ ~~or~~ 2, the work of the faculty member concerned will not be performed by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and at least thirty days in which to accept or decline it. It is the bargaining unit faculty member's responsibility to keep the university advised of his or her current email address for receipt of such offers. If a bargaining unit faculty member refuses an offer of reemployment under this Section, his or her right to reemployment is extinguished.

Educational Academic Reasons

Section 8. Before the appointment of any ~~tenured or tenure-track~~ bargaining unit faculty member can be terminated for ~~educational academic~~ reasons, a determination must be made by the president that demonstrably bona fide ~~educational academic~~ need for a formal discontinuance of a program or department does exist. The University Administration will provide the Union with reasonable notice that such a determination is under consideration.

This determination must be made pursuant to university procedures providing for faculty and other appropriate input and be based on ~~educational academic~~ that reflect long-range judgments about the ~~educational academic~~ mission of the university. Legitimate ~~educational academic~~ considerations allowing termination do not include cyclical or temporary variations in enrollment. The determination is not grievable. Whether the determination is a "but for" cause of a personnel action is grievable. as is an alleged violation of the procedural requirements set forth in this Article.

Section 9. Upon determining that a bona fide justification for formal discontinuance of a program or department of instruction does exist and requires termination of employment under section 8, the president shall immediately notify the Union.

Section 10. Before terminating a tenure-track or career NTTF bargaining unit faculty member pursuant to a determination made under Sections 8 and 9, the University Administration will make a reasonable, good faith effort to place the bargaining unit faculty member concerned in another suitable position of the same classification and rank within the university. A bargaining unit faculty member's refusal of such offer of reassignment will not affect his or her reemployment rights under this Article.

Section 11. Bargaining unit faculty members should be informed of a termination under this Article as soon as practicable. Tenured bargaining unit faculty members will be provided at least one year's notice; and tenure-track and career NTTF bargaining unit faculty members shall be given advance notice of at least one year or the duration remaining of their appointment, whichever is shorter. Bargaining unit faculty members scheduled for termination will receive written notice to their university email address or, if the faculty member does not have a university email address, by regular mail to their last address recorded in the Banner system. The notice will include the effective date of termination; the reason for the termination; and a statement of recall rights.

Section 12. If a bargaining unit faculty member's appointment is terminated under sections 8 and 9, the University Administration will not at the same time make any new faculty appointments in that unit, except where a serious distortion in the academic program would otherwise result. It is the bargaining unit faculty member's responsibility to keep the university advised of his or her current email address for receipt of such offers. If a bargaining unit faculty member refuses an offer of reemployment under this Section, his or her right to reemployment is extinguished.

Section 13. If a bargaining unit faculty member's appointment is terminated under sections 8 and 9, the work of the faculty member concerned will not be performed by replacements within a period of three years, unless the released faculty member has been offered reinstatement and at least thirty days in which to accept or decline it. It is the bargaining unit faculty member's responsibility to keep the university advised of his or her current email address for receipt of such offers. If a bargaining unit faculty member refuses an offer of reemployment under this Section, his or her right to reemployment is extinguished.

~~**Section 10.** Before terminating a bargaining unit faculty member because of under Section 8, the University will make a reasonable, good faith effort to place the bargaining unit faculty member concerned in another suitable position at the same classification and rank within the university.~~

~~**Section 11.** Bargaining unit faculty members being terminated under Section 8 shall be given advance notice of at least 180 days or the duration remaining of their appointment, whichever is shorter.~~