

1 UNITED ACADEMICS COUNTERPROPOSAL

2 9-18-13

3
4 Article 25

5 Termination without Cause for Program Elimination or Reduction

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7 **Section 1. Termination without Cause.** A termination of a bargaining unit faculty
8 member without cause under this Article may occur only as a result of eliminations or
9 reductions of programs for financial reasons or for educational reasons as defined in this
10 Article. The employment of a bargaining unit faculty member will not be terminated due
11 to financial exigency during the term of this Agreement.

12 **Section 2. Notice to Union.** The University will provide the Union with reasonable
13 notice that the reduction or elimination of a program is under consideration.

14 The University will give the Union and affected bargaining unit faculty members at least
15 30 days' notice prior to the effective date of a termination under this Article. The notice
16 will include an explanation of the reason for the termination and the bargaining unit
17 faculty members to be terminated. Upon the request of either party, the Union and the
18 University will meet and discuss the specifics of the proposed terminations.

19 **Section 3. Considerations for Termination.** The University will determine which
20 bargaining unit faculty members will be terminated based on the following
21 considerations:

22 (a) The University will retain bargaining unit faculty members who have the
23 best skills and abilities to accomplish future work. In making such judgment, the
24 University may consider all appropriate factors, including but not limited to:
25 capacity to meet the needs of the University in the future; performance evaluation
26 history; academic training; professional reputation; teaching effectiveness,
27 research record or quality of scholarly or creative activity; and service to the
28 profession, the University and the community.

29 (b) In identifying bargaining unit members for termination, the University will
30 consider its commitment to maintain diversity and its legal obligations regarding
31 affirmative action.

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33 The provisions of this Article do not apply to bargaining unit faculty members who have
34 received notice of non-reappointment. Nothing in this Article affects the terms and
35 conditions of employment of bargaining unit faculty members (a) on a visiting
36 appointment at the University, (b) whose positions are funding contingent, or (c) who are
37 appointed for less than one academic year.
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Section 4. Termination Resulting from Program Elimination or Reduction for Financial Reasons. A bargaining unit faculty member's employment may be terminated upon the determination by the president, pursuant to University procedures providing for faculty or and other appropriate input, that a demonstrably legitimate financial need for program elimination or reduction exists. ~~is consistent with the University's goals and needs.~~

Section 5. Termination Resulting from Program Elimination or Reduction for Academic Reasons. A bargaining unit faculty member's employment may be terminated upon the determination by the president that an legitimate academic need for a discontinuance or reduction of a program or department exists.

Section 6. Procedures for Faculty Input. The above determinations must be made pursuant to university procedures providing for faculty and other appropriate input and be based on financial and academic ~~educational~~ considerations that reflect long-range judgments about the academic mission of the university. Legitimate ~~academic~~ considerations allowing termination do not include cyclical or temporary variations in enrollment or finances.

Section 7. Grievances. The determination that program reductions or eliminations should be made is not grievable. Whether the determination is a "but for" cause of a personnel action or whether the procedural requirements set forth in this Article were followed is grievable.

Section 8. Transfer to a Suitable Position. Before terminating a bargaining unit faculty member pursuant to a determination made under this Article, the University 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 9. Notice of Termination. 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 ~~180 days~~ 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.

1 **Section 10. New Appointments and Reemployment.** If a bargaining unit faculty
2 member's appointment is terminated under this Article, the work of the faculty member
3 concerned will not be performed by replacements within a period of three years, unless
4 the released faculty member has been offered reinstatement and at least thirty days in
5 which to accept or decline it. It is the bargaining unit faculty member's responsibility to
6 keep the university advised of his or her current email address for receipt of such offers.
7 If a bargaining unit faculty member refuses an offer of reemployment under this Section,
8 his or her right to reemployment is extinguished.