

## **UNIVERSITY COUNTERPROPOSAL**

**5-7-13**

### **ARTICLE 25**

#### **TERMINATION WITHOUT CAUSE FOR FINANCIAL CIRCUMSTANCES OR REORGANIZATION**

**Section 1. Termination.** A termination of bargaining unit faculty without cause under this Article may occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions.

**Section 2. Notice.** The University 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 to be terminated. Upon the request of either party, the Union and the University will meet and discuss the specifics of the proposed termination(s).

**Section 3. Termination considerations.** The University shall determine which bargaining unit members will be terminated based on the following considerations:

(a) The University will retain bargaining unit members who have the best skills and abilities to accomplish future work. In making such judgment, the University 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 will consider its commitment to maintain diversity and its legal obligations regarding affirmative action.

(c) Tenured bargaining unit members may be terminated under this Article only for financial exigency or in case of program or department reductions or eliminations.

**Section 4. Financial exigency and program or department reductions or eliminations.** Financial exigency requires a bona fide determination by the President of the University that a serious financial emergency exists. The President will confer in a timely manner with faculty and others as appropriate concerning the issues involved in arriving at such determination. Program or department reductions or eliminations may be made by the President upon 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. The determination of a financial exigency or that program or department reductions or eliminations should be made is not grievable.

**Section 5. Notice.** Bargaining unit faculty members should be informed of a termination without cause as soon as practicable. Unless financial exigency requires otherwise, tenured bargaining unit faculty members will be provided at least one year's notice; tenure track and career NTTF bargaining

unit members will be provided with at least six months' notice; and all other bargaining unit members may be terminated without notice. Bargaining unit faculty members scheduled for termination will receive written notice to their University email address. The notice will include the effective date of termination; the reason for the termination; and a statement of recall rights.

**Section 6.** Reassignment. Before terminating a tenure track or career NTTF bargaining unit member under this Article other than for reasons of financial exigency, the University will attempt to place the bargaining unit faculty member in another suitable position within the University for which the member is qualified. A bargaining unit member's refusal of such offer of reassignment will not affect his or her reemployment rights under this Article.

**Section 7.** Reemployment. Bargaining unit faculty members with tenure who have been terminated without cause are entitled to reemployment under this Section for two years from the effective date of the termination. All other bargaining unit faculty members to whom this Article applies are entitled to reemployment under this Section for the period remaining on their appointment at the time of termination or for two years, whichever is shorter. To be eligible for reemployment, a bargaining unit faculty member must not be otherwise employed at the University in an equivalent position to the one from which he or she was terminated. Reemployed bargaining unit members will be entitled to reemployment in the same or similar position at the University in which he or she was employed at the time of termination, should an opportunity for such reemployment arise and should the bargaining unit member be qualified for the position in the judgment of the Provost or designee. Any offer of reemployment must be accepted within 15 days of the date of the written offer. 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. A reemployed bargaining unit faculty member will receive an appointment not to exceed the length of his or her last appointment. A reemployed bargaining unit faculty member will maintain the credit for years of service he or she held at the time of termination. The University will notify the Union when an offer of reemployment is made.

**Section 8.** Limitations. 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.