

1 UNIVERSITY COUNTER-PROPOSAL

2 9-10-13

3
4 Article 25

5 Termination without Cause for Financial Circumstances or Reorganization

6
7 **General.** A termination of a bargaining unit faculty member without cause under this
8 Article may occur as a result of financial exigency or eliminations or reductions for
9 financial reasons or for educational reasons as defined in this Article; reallocation of
10 resources; reorganization of degree or curriculum offerings or requirements;
11 reorganization of academic or administrative structures, programs, or functions; or
12 curtailment or abolition of one or more programs or functions. This Article is effective
13 July 1, 2014.

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

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

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

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

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

37
38 **Financial Exigency and Reductions or Eliminations for Financial Reasons**
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1 **Section 1.** Financial exigency for purposes of terminating the employment of bargaining
2 unit faculty members under this Article may be declared by the Board of Trustees of the
3 University of Oregon upon a demonstrably bona fide determination by the Board that a
4 serious financial emergency exists. Such a declaration and determination must be made in
5 public session as required by the Oregon Public Meetings law, pursuant to University
6 procedures providing for faculty and other appropriate input.

7
8 **Section 2.** For purposes of terminating the employment of bargaining unit faculty
9 members under this Article, program or department reductions or eliminations may be
10 made by the President upon his or her determination, pursuant to University procedures
11 providing for faculty or other appropriate input, that such reductions or eliminations are
12 consistent with the University's goals and needs.

13
14 **Section 3.** The determination of a financial exigency or that program or department
15 reductions or eliminations should be made is not grievable. Whether the financial
16 exigency or program or department reductions or eliminations is a "but for" cause of a
17 personnel action is grievable.

18
19 **Section 4.** Before terminating a tenure-track or career NTTF bargaining unit faculty
20 member pursuant to a determination made under Sections 1 or 2, the University will
21 make a reasonable, good faith effort to place the bargaining unit faculty member
22 concerned in another suitable position of the same classification and rank within the
23 university. A bargaining unit faculty member's refusal of such offer of reassignment will
24 not affect his or her reemployment rights under this Article.

25
26 **Section 5.** Bargaining unit faculty members should be informed of a termination under
27 this Article as soon as practicable. Unless the determination made under sections 1 or 2
28 requires otherwise, tenured bargaining unit faculty members will be provided at least one
29 year's notice; and tenure-track and career NTTF bargaining unit faculty members shall be
30 given advance notice of at least 180 days or the duration remaining of their appointment,
31 whichever is shorter. Bargaining unit faculty members scheduled for termination will
32 receive written notice to their university email address or, if the faculty member does not
33 have a university email address, by regular mail to their last address recorded in the
34 Banner system. The notice will include the effective date of termination; the reason for
35 the termination; and a statement of recall rights.

36
37 **Section 6.** If a ~~tenure track~~ ^{NTTF or Career NTTF} bargaining unit faculty member's appointment is terminated
38 under sections 1 or 2, the University will not at the same time make any new faculty
39 appointments in that unit, except where a serious distortion in the academic program
40 would otherwise result. It is the bargaining unit faculty member's responsibility to keep
41 the university advised of his or her current email address for receipt of such offers. If a
42 bargaining unit faculty member refuses an offer of reemployment under this Section, his
43 or her right to reemployment is extinguished.

TTF or N TTF

Section 7. If a ~~tenured~~ bargaining unit faculty member's appointment is terminated under sections 1 or 2, the work of place of the faculty member concerned will not be filled/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 Reasons

a TTF or N TTF

Section 8. Before the appointment of ~~any tenured or tenure track~~ bargaining unit faculty member can be terminated for educational reasons, a determination must be made by the president that demonstrably bona fide educational need for a formal discontinuance of a program or department does exist.

This determination must be made pursuant to university procedures providing for faculty and other appropriate input and be based on educational considerations that reflect long-range judgments about the educational mission of the university. Legitimate educational 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.

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 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.