

1 UNIVERSITY COUNTER-PROPOSAL

2 9-18-13

3  
4 Article 25

5 **Termination without Cause for Financial Circumstances**  
6 **Program Elimination or**  
7 **Reduction or organization**

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

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

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

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

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

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

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35 The provisions of this Article do not apply to bargaining unit faculty members who have  
36 received notice of non-reappointment. Nothing in this Article affects the terms and  
37 conditions of employment of bargaining unit faculty members (a) on a visiting

1 appointment at the University, (b) whose positions are funding contingent, or (c) who are  
2 appointed for less than one academic year.

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

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6 **Section 4. Termination Resulting from Program Elimination or Reduction for**  
7 **Financial Reasons.** A bargaining unit faculty member's employment may be terminated  
8 upon the determination by the president, pursuant to University procedures providing for  
9 faculty ~~or~~ <sup>and</sup> other appropriate input, that a program elimination or reduction is consistent  
10 with the University's goals and needs.

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

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17 This determination must be made pursuant to university procedures providing for faculty  
18 and other appropriate input and be based on ~~educational~~ <sup>academic</sup> considerations that reflect long-  
19 range judgments about the academic mission of the university. Legitimate academic  
20 considerations allowing termination do not include cyclical or temporary variations in  
21 enrollment.

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23 **Section 6. Grievances.** The determination that program reductions or eliminations  
24 should be made is not grievable. Whether the determination is a "but for" cause of a  
25 personnel action or whether the procedural requirements set forth in this Article were  
26 followed is grievable.

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29 **Section 74. Transfer to a Suitable Position.** Before terminating a ~~tenure-track or career~~  
30 NTTF bargaining unit faculty member pursuant to a determination made under this  
31 Article Sections 1 or 2, the University will make a reasonable, good faith effort to place  
32 the bargaining unit faculty member concerned in another suitable position of the same  
33 classification and rank within the university. A bargaining unit faculty member's refusal  
34 of such offer of reassignment will not affect his or her reemployment rights under this  
35 Article.

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37 **Section 85. Notice of Termination.** Bargaining unit faculty members should be  
38 informed of a termination under this Article as soon as practicable. ~~Unless the~~  
39 ~~determination made under sections 1 or 2 requires otherwise, t~~ Tenured bargaining unit  
40 faculty members will be provided at least one year's notice; and tenure-track and career  
41 NTTF bargaining unit faculty members shall be given advance notice of at least 180 days  
42 or the duration remaining of their appointment, whichever is shorter. Bargaining unit  
43 faculty members scheduled for termination will receive written notice to their university

1 | email address or, if the faculty member does not have a university email address, by  
2 | regular mail to their last address recorded in the Banner system. The notice will include  
3 | the effective date of termination; the reason for the termination; and a statement of recall  
4 | rights.  
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6 | **Section 26. New Appointments.** If a ~~tenure-track~~ bargaining unit faculty member's  
7 | appointment is terminated under ~~sections 1 or 2~~ this Article, the University will not at the  
8 | same time make any new faculty appointments in that unit, except where a serious  
9 | distortion in the academic program would otherwise result. It is the bargaining unit  
10 | faculty member's responsibility to keep the university advised of his or her current email  
11 | address for receipt of such offers. If a bargaining unit faculty member refuses an offer of  
12 | reemployment under this Section, his or her right to reemployment is extinguished.

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14 | **Section 9. Reemployment.** If a ~~tenured~~ bargaining unit faculty member's appointment  
15 | is terminated under ~~this sections 1 or 2~~, the ~~work of place of~~ the faculty member  
16 | concerned will not be ~~filled~~ performed by ~~a~~ replacement within a period of three years,  
17 | unless the released faculty member has been offered reinstatement and at least thirty days  
18 | in which to accept or decline it. It is the bargaining unit faculty member's responsibility  
19 | to keep the university advised of his or her current email address for receipt of such  
20 | offers. If a bargaining unit faculty member refuses an offer of reemployment under this  
21 | Section, his or her right to reemployment is extinguished.  
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