

1 **ARTICLE 25. TERMINATION WITHOUT CAUSE FOR PROGRAM**
2 **ELIMINATION OR REDUCTION**

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

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

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

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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:

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23 (a) The University will retain bargaining unit faculty members who have the best
24 skills and abilities to accomplish future work. In making such judgment, the
25 University may consider all appropriate factors, including but not limited to:
26 capacity to meet the needs of the University in the future; performance evaluation
27 history; academic training; professional reputation; teaching effectiveness,
28 research record or quality of scholarly or creative activity; and service to the
29 profession, the University and the community.
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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
38 appointment at the University, (b) whose positions are funding contingent, or (c) who
39 are appointed for less than one academic year.
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41 **Section 4. Termination Resulting from Program Elimination or Reduction for**
42 **Financial Reasons.** A bargaining unit faculty member’s employment may be terminated
43 upon the determination by the President that a demonstrably legitimate financial need for
44 program elimination or reduction exists.
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46 **Section 5. Termination Resulting from Program Elimination or Reduction for**
47 **Academic Reasons.** A bargaining unit faculty member’s employment may be terminated
48 upon the determination by the President that a legitimate academic need for a
49 discontinuance or reduction of a program or department exists.

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2 **Section 6. Procedures for Faculty Input.** The above determinations must be made
3 pursuant to university procedures providing for faculty and other appropriate input and be
4 based on financial or academic considerations that reflect long-range judgments about the
5 academic mission of the university. Legitimate considerations allowing termination do
6 not include cyclical or temporary variations in enrollment, or finances.
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8 **Section 7. Grievances.** The determination that program reductions or eliminations should
9 be made is not grievable. Whether the determination is a "but for" cause of a personnel
10 action or whether the procedural requirements set forth in this Article were followed is
11 grievable.
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13 **Section 8. Transfer to a Suitable Position.** Before terminating a bargaining unit faculty
14 member pursuant to a determination made under this Article, the University will make a
15 reasonable, good faith effort to place the bargaining unit faculty member concerned in
16 another suitable position of the same classification and rank within the university. A
17 bargaining unit faculty member's refusal of such offer of reassignment will not affect his
18 or her reemployment rights under this Article.
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20 **Section 9. Notice of Termination.** Bargaining unit faculty members should be informed
21 of a termination under this Article as soon as practicable. Tenured bargaining unit faculty
22 members will be provided at least one year's notice; and tenure-track and career NTTF
23 bargaining unit faculty members shall be given advance notice of at least one year or the
24 duration remaining of their appointment, whichever is shorter. Bargaining unit faculty
25 members scheduled for termination will receive written notice to their university email
26 address or, if the faculty member does not have a university email address, by regular mail
27 to their last address recorded in the Banner system. The notice will include the effective
28 date of termination; the reason for the termination; and a statement of recall rights.
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30 **Section 10. New Appointments and Reemployment.** If a bargaining unit faculty
31 member's appointment is terminated under this Article, the work of the affected faculty
32 member will not be performed by replacements within a period of three years, unless the
33 affected faculty member has been offered reinstatement and at least 30 days in which to
34 accept or decline it. It is the bargaining unit faculty member's responsibility to keep the
35 university advised of his or her current email address for receipt of such offers. If a
36 bargaining unit faculty member refuses an offer of reemployment under this Section, his
37 or her right to reemployment is extinguished.
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