

1 UNITED ACADEMICS PROPOSAL

2
3 RETRENCHMENT

4
5 **Section 1. Definition.** For purposes of this Article, retrenchment shall be defined as the
6 involuntary reduction or abrogation of an appointment of a non-tenured faculty member prior to
7 the expiration date of their current appointment or the involuntary reduction or abrogation of an
8 appointment of a tenured faculty member, subject to the recall and other provisions of this
9 Article. Retrenchment shall not include suspension or termination pursuant to Article XX of this
10 Agreement.

11
12 **Section 2. Retrenchment for Programmatic Reasons.**

- 13 a. It is the responsibility of the Faculty Senate to determine which academic units are
14 appropriate to the educational mission of the university. The Faculty Senate may
15 determine that a particular unit shall be discontinued or reduced in size.
- 16 b. In the event that an academic unit is proposed for termination or reduction, the academic
17 unit concerned and United Academics shall be provided with not less than ninety days
18 during the academic year for consultation with the Faculty Senate.
- 19 c. In the event that retrenchment occurs, the order of retrenchment within the academic unit
20 concerned shall be:
- 21 i. faculty on fixed-term appointments without promotion
 - 22 ii. faculty on fixed-term appointments with promotion
 - 23 iii. faculty on annual tenure
 - 24 iv. faculty on indefinite tenure.
- 25 d. In selecting among faculty members within categories, the order of retrenchment shall be
26 in reverse order of continuous service at the university. The Administration may claim
27 exemptions to this order based on the determination that employment of a faculty
28 member is essential to:
- 29 i. the mission and purpose of the academic unit;
 - 30 ii. the integrity or operation of the academic unit; or
 - 31 iii. affirmative action goals.

32
33 The Administration shall notify United Academics of each such exemption claimed.

34
35 **Section 3. Retrenchment for Financial Exigency.**

- 36 a. The President may declare a condition of financial exigency upon demonstration of
37 insufficient funds to do all of the following:
- 38 i. maintain all essential programs and services
 - 39 ii. finance the full compensation of all tenured faculty
 - 40 iii. finance the full compensation of all other faculty until the end of the period of
41 appointment, including the providing of timely notice as outlined in Article XX.
- 42 b. If the Administration determines that retrenchment for financial exigency may be
43 necessary, it shall notify United Academics, the Faculty Senate, and other appropriate
44 faculty groups and shall provide these groups with a preliminary retrenchment plan. The
45 preliminary retrenchment plan shall address the reasons for the anticipated retrenchment,
46 the scale of the anticipated retrenchment, and the areas proposed for retrenchment.

- 1 c. Additional financial data and other information related to such plan shall be made
2 available to United Academics and the Faculty Senate upon request.
- 3 d. The Administration shall provide a minimum of sixty days from the issuance of the
4 preliminary retrenchment plan for consultation with the above groups.
- 5 e. If, after having consulted with the above groups, the Administration determines that
6 retrenchment remains necessary, the Administration shall issue a final retrenchment plan,
7 which shall state the academic units in which retrenchment shall occur, the extent of
8 retrenchment in each academic unit, and the expected duration of retrenchment. In
9 developing the final retrenchment plan, the Administration shall address the following
10 considerations:
- 11 i. the mission of the affected academic unit(s);
 - 12 ii. the dependence of other academic unit(s) of the university on the academic unit(s)
13 affected;
 - 14 iii. duplication elsewhere in the university of the offerings of the academic unit(s)
15 affected and/or arrangements to replace offerings lost;
 - 16 iv. arrangements to allow students in the affected academic unit(s) to satisfy
17 academic needs or requirements;
 - 18 v. status of faculty involved and their possibilities of reemployment elsewhere in the
19 university.
- 20 f. Once a determination has been made to retrench faculty members within an academic
21 unit, the order of retrenchment of faculty members within the academic unit shall be:
- 22 i. faculty on fixed-term appointments without promotion
 - 23 ii. faculty on fixed-term appointments with promotion
 - 24 iii. faculty on annual tenure
 - 25 iv. faculty on indefinite tenure.
- 26 g. In selecting among faculty members within these groups, the order of retrenchment shall
27 be in reverse order of continuous service at the university.
- 28 h. The Administration may claim exemptions to the order described in Section 2 (f) and 2(g)
29 based on the determination that employment of a faculty member is essential to:
- 30 i. the mission and purpose of the academic unit;
 - 31 ii. the integrity or operation of the academic unit; or
 - 32 iii. affirmative action goals.

33
34 The Administration shall notify United Academics of each such exemption claimed.
35

36 **Section 4. Retrenchment for Termination of External Funding**

- 37 a. Faculty supported on grants, contracts, and other external funding sources may
38 experience retrenchment due to the termination of such support.
- 39 b. The Administration, in consultation with the Principal Investigator(s) administering the
40 external funding source, shall provide both United Academics and the affected faculty
41 members a minimum four month notice of expected retrenchment, except in cases of
42 sudden unexpected reduction or termination of external funds. Such notice shall
43 include the reasons for retrenchment, anticipated length of retrenchment, and information
44 on accessing bridge funding and the FRA/RA Job Exchange described in Article XX.
45

46 **Section 5. Notice to Retrenched Faculty Members.**

- 1 a. Faculty members to be retrenched shall be informed as soon as possible of their selection.
2 The Administration shall provide a minimum twelve-month notice to faculty on
3 indefinite tenure and four-month notice to all other faculty members, except in cases of
4 sudden unexpected reduction or termination of external funds. Such notice shall be
5 provided in writing and contain affirmation that the individual faculty member's
6 retrenchment resulted from factors unrelated to the individual's merit or good standing
7 and shall contain either the date of resumption of employment or a statement that the
8 retrenchment period is indefinite in duration.
- 9 b. The Administration will work to establish retrenchment dates which coincide with the
10 end of an academic term so as to minimize the disruption of work.
- 11 c. Once notice of retrenchment for financial exigency has been given, the Administration
12 and the affected faculty member by mutual agreement may abbreviate said notice period
13 by agreeing to a lump sum payment of sixty percent of the faculty member's salary for
14 the period for which the notice is shortened.
- 15 d. A faculty member who has been given notice of retrenchment will, upon their request, be
16 released without pay at the end of any term or session, even though the notice period has
17 not yet expired.

18 **Section 6. Recall Rights of Retrenched Faculty Members.**

- 19 a. Faculty members with promotion who receive non-renewal of their appointment based
20 upon a lack of resources to continue funding the faculty member's position or curricular
21 or programmatic changes shall be considered to be retrenched for the purposes of recall
22 rights.
- 23 b. Faculty members whose appointments end because their bridge funding expires shall be
24 considered to be retrenched for the purposes of recall rights.
- 25 c. Faculty members who receive only health insurance coverage through bridge funding
26 shall be considered to be retrenched for the purposes of recall rights.
- 27 d. The Administration shall make a reasonable effort to locate employment for retrenched
28 faculty members within the university.
- 29 e. Faculty members who are retrenched may have their names placed on a recall list.
30 Retrenched faculty members retain recall rights for a period of three years from their
31 dates of retrenchment.
- 32 f. Faculty members on the recall list shall be regularly sent bargaining unit position vacancy
33 announcements. For this purpose, retrenched faculty members shall retain access to their
34 Oregon State University email address for a period of three years.
- 35 g. A faculty member who meets the minimum required qualifications for a position that
36 becomes open within the university shall be given an opportunity to be reinstated to
37 employment in the available position.
- 38 h. When more than one retrenched faculty member meets the minimum required
39 qualifications for a position, they will be reinstated in the order of
40
 - 41 i. faculty on indefinite tenure
 - 42 ii. faculty on annual tenure
 - 43 iii. faculty on fixed-term appointments with promotion
 - 44 iv. faculty on fixed-term appointments without promotion.

- 1 i. In selecting among faculty members within these groups, the order of reinstatement shall
2 be in order of continuous service at the university.
- 3 j. The Administration may claim exemptions to the order described in Section 6 (h) and 6(i)
4 based on the determination that employment of a faculty member is essential to:
5 i. the mission and purpose of the academic unit;
6 ii. the integrity or operation of the academic unit; or
7 iii. affirmative action goals.
- 8 k. Any offer of employment pursuant to this section must be accepted within thirty days
9 after the date of receipt of the offer.
- 10 l. All faculty members who are recalled shall be offered reemployment at the same rank.
- 11 m. A tenured faculty member recalled to employment in their retrenched unit shall return
12 with tenure.
- 13 n. All faculty members who are recalled shall regain eligibility for sabbatical leave, if any,
14 which they possessed at the time of retrenchment, as well as accrued seniority and
15 eligibility for other benefits consistent with applicable state and federal law.

16
17 **Section 7.** The Administration may not use non-bargaining unit members to replace bargaining
18 unit work within a retrenched academic unit.

19
20 **Section 8.** The Administration shall maintain a one-year hiring freeze on all senior level
21 administrative positions during a retrenchment for financial exigency.