

1 UNITED ACADEMICS PROPOSAL

2
3 RETRENCHMENT

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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.

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

- 13 a. Retrenchment may occur from programmatic or curricular changes resulting in the
14 elimination, reorganization, or reduction in size of an academic unit. The Employer will
15 follow Faculty Senate policy and procedures regarding elimination, reorganization, and
16 reduction in size of academic units. In the event of discontinuance of admission to a
17 ~~program or department~~ an academic unit, the University Employer will treat the
18 discontinuance as it would the elimination of a ~~program or department~~ an academic unit,
19 consistent with established Faculty Senate policies and university procedures.
20 b. Retrenchment may occur for financial exigency upon a bona fide determination by the
21 President that sufficient funds are not available for payment of compensation to all
22 tenured faculty and to all other faculty until the end of their current appointment,
23 including the providing of timely notice as outlined in Article XX.
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25 **Section 3. Consultation.** In the event that retrenchment is proposed within one or more
26 academic units, the academic units concerned and United Academics shall be provided with not
27 less than sixty days during the academic year for consultation with the Faculty Senate and the
28 Faculty Senate’s Faculty Consultative Group.
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30 **Section 4. Order of Retrenchment.**

- 31 a. In the event that retrenchment occurs, the order of retrenchment within the academic unit
32 concerned shall be:
33 i. faculty on fixed-term appointments without promotion;
34 ii. faculty on fixed-term appointments with promotion;
35 iii. faculty on annual tenure;
36 iv. faculty on indefinite tenure.
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38 b. In selecting among faculty members within categories, the order of retrenchment shall be
39 in reverse order of continuous service at the university. The Employer may claim
40 exemptions to this order based on the determination that employment of a faculty
41 member is essential to:
42 i. the mission and purpose of the academic unit;
43 ii. the integrity or operation of the academic unit; or
44 iii. affirmative action goals.
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46 The Employer shall notify United Academics of each such exemption claimed.

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

- 2 a. Bargaining unit members to be retrenched shall be informed as soon as possible of their
3 selection. The Employer shall provide a minimum:
4 i. twelve-month notice to faculty on indefinite tenure;
5 ii. twelve-month notice to faculty on annual tenure appointments in their third or
6 subsequent annual appointment;
7 iii. six-month notice prior to expiration of their annual appointment to faculty on
8 annual tenure appointments in their second annual appointment;
9 iv. three-month notice prior to expiration of their annual appointment to faculty on
10 annual tenure appointments in their first annual appointment;
11 v. three-month notice to faculty on fixed-term appointments with promotion; and
12 vi. one-month notice to faculty on fixed-term appointments without promotion.
13 b. If retrenchment is for financial exigency so immediate as to render impossible this notice,
14 maximum possible notice will be provided.
15 c. Notice shall be provided in writing and contain affirmation that the individual bargaining
16 unit member's retrenchment resulted from factors unrelated to their merit or good
17 standing and shall contain either the date of resumption of employment or a statement
18 that the retrenchment period is indefinite in duration.
19 d. The Employer will work to establish retrenchment dates which coincide with the end of
20 an academic term so as to minimize the disruption of work.
21 e. Once notice of retrenchment for financial exigency has been given, the Employer and the
22 affected faculty member by mutual agreement may abbreviate said notice period by
23 agreeing to a lump sum payment of sixty percent of the faculty member's salary for the
24 period for which the notice is shortened.
25 f. A bargaining unit member who has been given notice of retrenchment will, upon their
26 request, be released without pay at the end of any term or session, even though the notice
27 period has not yet expired.
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29 **Section 6. Recall Rights of Retrenched Faculty Members.**

- 30 a. Bargaining unit members with promotion who receive non-renewal notices within
31 academic units being eliminated, reorganized, or reduced in size shall be considered
32 retrenched for the purposes of recall rights.
33 b. The Employer shall make a reasonable effort to locate employment for retrenched
34 bargaining unit members within the university.
35 c. Bargaining unit members who are retrenched may have their names placed on a recall
36 list. Retrenched bargaining unit members retain recall rights for a period of two years
37 from their date of retrenchment.
38 d. Bargaining unit members on the recall list shall be regularly sent bargaining unit position
39 vacancy announcements. For this purpose, retrenched bargaining unit members shall
40 retain access to their Oregon State University email address for a period of two years.
41 e. A bargaining unit member who meets the minimum required qualifications for a position
42 that becomes open within the university shall be given an opportunity to be reinstated to
43 employment in the available position.
44 f. When more than one retrenched bargaining unit member meets the minimum required
45 qualifications for a position, they will be reinstated in the order of
46 i. faculty on indefinite tenure;

- 1 ii. faculty on annual tenure;
- 2 iii. faculty on fixed-term appointments with promotion;
- 3 iv. faculty on fixed-term appointments without promotion.
- 4 g. In selecting among bargaining unit members within these groups, the order of
- 5 reinstatement shall be in order of continuous service at the university.
- 6 h. The Employer may claim exemptions to the order described in Section 6 (h) and 6(i)
- 7 based on the determination that employment of a faculty member is essential to:
- 8 i. the mission and purpose of the academic unit;
- 9 ii. the integrity or operation of the academic unit; or
- 10 iii. affirmative action goals.
- 11 i. Any offer of employment pursuant to this section must be accepted within thirty days
- 12 after the date of receipt of the offer.
- 13 j. All bargaining unit members who are recalled shall be offered reemployment at the same
- 14 rank.
- 15 k. A tenured bargaining unit member recalled to employment in their retrenched unit shall
- 16 return with tenure.
- 17 l. All bargaining unit members who are recalled shall regain eligibility for sabbatical leave,
- 18 if any, which they possessed at the time of retrenchment, as well as accrued seniority and
- 19 eligibility for other benefits consistent with applicable state and federal law.
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21 **Section 7.** The Employer may not use non-bargaining unit members to replace bargaining unit
22 work within a retrenched academic unit.

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24 **Section 8.** The Employer shall maintain a one-year hiring freeze on all senior level
25 administrative positions during a retrenchment for financial exigency.