

5 **~~RETRENCHMENT~~ TERMINATION NOT FOR CAUSE**
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7 **Section 1. Definition.** For purposes of this Article, ~~retrenchment~~ **termination not for cause** shall be defined
8 as the involuntary reduction or abrogation of an appointment of a non-tenured faculty member prior to
9 the expiration date of their current appointment or the involuntary reduction or abrogation of an
10 appointment of a tenured faculty member, ~~subject to the recall and other provisions of this Article.~~
11 ~~Retrenchment.~~ **The provisions of this Article shall not include apply to bargaining unit members who have**
12 **received a notice of non-renewal pursuant to Article XX, or suspension or termination pursuant to Article**
13 **XX of this Agreement.**
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15 **Section 2. Reasons for ~~Retrenchment~~ Termination Not for Cause.**

- 16 a. ~~Retrenchment~~ **Terminations not for cause** may occur from programmatic or curricular changes
17 resulting in the elimination, reorganization, or reduction in size of an academic unit. The Employer
18 will follow ~~Faculty Senate~~ **established University** policy and procedures regarding elimination,
19 reorganization, and reduction in size of academic units. In the event of discontinuance of
20 admission to an academic unit, the Employer will treat the discontinuance as it would the
21 elimination of an academic unit, consistent with established ~~Faculty Senate~~ **University** policies and
22 procedures.
23 b. ~~Retrenchment~~ **Terminations not for cause** may occur for financial exigency upon a bona fide
24 determination by the President that sufficient funds are not available for payment of
25 compensation to all tenured faculty and to all other faculty until the end of their current
26 appointment, ~~including the providing of timely notice as outlined in Article XX.~~
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28 **Section 3. Consultation.** ~~In the event that retrenchment is proposed within one or more academic units,~~
29 ~~the academic units concerned and United Academics shall be provided with not less than sixty days during~~
30 ~~the academic year for consultation with the Faculty Senate and the Faculty Senate's Faculty Consultative~~
31 ~~Group.~~
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33 **Section 24. ~~Order of Retrenchment.~~ Considerations for Terminations Not for Cause.**

34 **The University will determine which bargaining member(s) will be subject to termination not for cause.**
35 **The University will retain bargaining unit faculty members who the University determines have the best**
36 **skills and abilities to accomplish future work. In making such a judgement, the University may consider all**
37 **appropriate factors, including but not limited to: capacity to meet the needs of the University in the future;**
38 **performance evaluation history; academic disciplinary expertise; academic training; professional**
39 **reputation; teaching effectiveness; research record or quality of scholarly or creative activity in the**
40 **relevant field of study; and service to the profession, the University and the community.**
41

42 ~~In the event that retrenchment occurs, the order of retrenchment within the academic unit concerned~~
43 ~~shall be:~~

- 44 i. ~~faculty on fixed term appointments without promotion;~~
45 ii. ~~faculty on fixed term appointments with promotion;~~
46 iii. ~~faculty on annual tenure;~~
47 iv. ~~faculty on indefinite tenure.~~
48

- 1 ~~b. In selecting among faculty members within categories, the order of retrenchment shall be in~~
2 ~~reverse order of continuous service at the university. The Employer may claim exemptions to this~~
3 ~~order based on the determination that employment of a faculty member is essential to:~~
4 ~~i. the mission and purpose of the academic unit;~~
5 ~~ii. the integrity or operation of the academic unit; or~~
6 ~~iii. affirmative action goals.~~

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8 The Employer shall notify United Academics of each such exemption claimed.

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10 The Employer shall make a reasonable effort to locate **identify alternative** employment for
11 ~~retrenched~~ bargaining unit members within the university.

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13 **Section 35. Notice of Termination without Cause to Retrenched Faculty Members.**

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

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44 **Section 46. Recall Rights of Retrenched Faculty Members. New Appointments and Reemployment.**

45 Bargaining unit members **who have achieved** with promotion ~~who receive non-renewal notices within~~
46 ~~academic units being eliminated, reorganized, or reduced in size~~ **and are notified that they will be subject**
47 **to termination not for cause** shall be considered retrenched for the purposes of recall rights,

- 1 ~~a. The Employer shall make a reasonable effort to locate employment for retrenched bargaining unit~~
2 ~~members within the university.~~
- 3 ~~b. Bargaining unit members who are retrenched may request to have their names placed on a recall~~
4 ~~list that notifies them of bargaining unit position vacancy announcements. The Retrenched~~
5 ~~bargaining unit members will remain on this list retain recall rights for a period of two years from~~
6 ~~their date of retrenchment the termination for cause.~~
- 7 ~~c. Bargaining unit members on the recall list shall be regularly sent bargaining unit position vacancy~~
8 ~~announcements. For this purpose, retrenched bargaining unit members shall retain access to their~~
9 ~~Oregon State University email address for a period of two years.~~
- 10 ~~d. A bargaining unit member who meets the minimum required qualifications for a bargaining unit~~
11 ~~vacancy position that becomes open within the university shall be considered given an~~
12 ~~opportunity to be reinstated to employment in the for the available position.~~
- 13 ~~e. When more than one retrenched bargaining unit member meets the minimum required~~
14 ~~qualifications for a position, they will be reinstated in the order of~~
- 15 ~~i. faculty on indefinite tenure;~~
16 ~~ii. faculty on annual tenure;~~
17 ~~iii. faculty on fixed term appointments with promotion;~~
18 ~~iv. faculty on fixed term appointments without promotion.~~
- 19 ~~f. In selecting among bargaining unit members within these groups, the order of reinstatement shall~~
20 ~~be in order of continuous service at the university.~~
- 21 ~~g. The Employer may claim exemptions to the order described in Section 6 (h) and 6(i) based on the~~
22 ~~determination that employment of a faculty member is essential to:~~
- 23 ~~i. the mission and purpose of the academic unit;~~
24 ~~ii. the integrity or operation of the academic unit; or~~
25 ~~iii. affirmative action goals.~~
- 26 ~~h. If they are the successful candidate and are extended an offer of employment, the offer Any offer~~
27 ~~of employment pursuant to this section must be accepted within thirty fifteen days after the date~~
28 ~~of receipt of the offer.~~
- 29 ~~i. All bargaining unit members who are recalled shall be offered reemployment at the same rank.~~
- 30 ~~j. A tenured bargaining unit member recalled to employment in their retrenched unit shall return~~
31 ~~with tenure.~~
- 32 ~~k. All bargaining unit members who are recalled shall regain eligibility for sabbatical leave, if any,~~
33 ~~which they possessed at the time of retrenchment, as well as accrued seniority and eligibility for~~
34 ~~other benefits consistent with applicable state and federal law.~~

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36 **Section 7.** ~~The Employer may not use non-bargaining unit members to replace bargaining unit work within~~
37 ~~a retrenched academic unit.~~

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