

**Article \_\_\_ : Academic Program Review, Retrenchment, or Exigency.**

**Section 1.** Oregon Tech is a complex, industry-focused, polytechnic university offering an array of applied and professional programs. As such, it is necessary for Oregon Tech to adjust staff and academic programs to align with changing industry, student, and market demand as well as adjusting programs due to financial conditions and constraints.

Therefore, this Article addresses the rights and obligations of both Oregon Tech and the Association when program review, retrenchment and exigency may occur at Oregon Tech.

**Section 2. Program Review.** Through ongoing review of programs, Oregon Tech may adjust, reduce, reconfigure, or eliminate programs (major degree program, minors, concentrations, certificates, and continuing education, micro-credentials) in response to changes in enrollment and industry demands, curricula changes, faculty expertise, facility requirements, technological and equipment investment demands, educational programs, mission, and focus of the university as a normal course of business.

**(A). No Separation of Employment.** Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that does not result in the separation of employment of a bargaining unit member, Oregon Tech has had, and shall continue to have, the sole and exclusive management right to accomplish the program adjustment, reduction, reconfiguration, or elimination through attrition, reassignment of tenured or tenure-track bargaining unit members within the University, and non-renewal of non-tenure track bargaining unit members. In these situations, the Provost and appropriate Dean are responsible for developing and implementing a plan for the program adjustment, reduction, reconfiguration, or elimination.

**(B). Separation of Employment.** Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that results in the separation of employment of a tenured or tenure-track bargaining unit member, the following shall be adhered to:

**(i).** The Provost and appropriate Dean shall develop a plan for the implementation of the program adjustment, reduction, reconfiguration or elimination and present that plan to the Association pursuant to Article \_\_\_ : Notices and Communications, and offer to meet with representatives of the Association within fourteen (14) calendar days to discuss the plan. The Association shall accept or reject the offer to meet within two (2) calendar days of receipt of the plan. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

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(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations are due in the Provost's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of the University's offer to meet or failure to respond to the offer to meet.

(iii). The Provost and appropriate Dean will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time and, within fourteen (14) calendar days, shall issue a final plan to the Association and then announce the program adjustment, reduction, reconfiguration or elimination to the bargaining unit members and University community.

(iv). If the Association fails to meet or provide comments and recommendations, the University shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(v). The Final Plan is not grievable under the collective bargaining agreement, except to allege that subsections (i) and (ii), above, were not followed.

(vi). Timelines under this subsection (B) may be modified only by written agreement of the parties.

(vii). By engaging in the process outlined in subsections (i) through (iii), above, the parties agree that each has satisfied their obligation to each other to meet and confer over the decision and impact of any employment relations and the Final Plan signifies that there is no further obligation on the part of Oregon Tech to meet and confer on the decision and impact of any employment relations found in the Final Plan.

**Section 3. Financial Conditions.** The financial health of the University may require the adjustment, reduction, reconfiguration, or elimination a program that leads to the separation of employment of a tenured or tenure-track bargaining unit member. If this occurs, the President may declare that either a condition of retrenchment or exigency exists.

**(A). Retrenchment.** Retrenchment exists if such circumstances arise or will imminently arise such that a failure to reduce or reallocate budgets would result in an impairment of the University's ability to sustainably deliver its existing academic programs (as defined above), manage current administrative expenses, and meet other

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financial obligations within existing or likely future revenues as determined by the President.

**(B). Exigency.** Exigency may be declared if the President finds that the current or projected budget of the University has insufficient funds to do any of the following:

- (i) Maintain all essential programs and services;
- (ii) Finance the full compensation of all employees of the university;
- (iii) Finance the full compensation of all non-tenure track bargaining unit members until the end of the period of appointment;
- (iv) Finance the full compensation of all other employees until the end of the period of appointment; or
- (v) Meet existing contractual obligations.

**(C). Notice and Consultation of a Financial Condition.**

**(i).** In conjunction with announcing to the University community that conditions exist warranting retrenchment or exigency, as defined above, the President or designee shall notify the Association pursuant to Article \_\_\_ : Notices and Communications and offer to meet with representatives of the Association within fourteen (14) calendar days of the announcement for the purpose of presenting and discussing a description and analysis of the financial condition of the University. The Association shall accept or reject the offer to meet within two (2) calendar days of notice and offer to meet. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

**(ii).** If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations on resolving budget challenges are due in the President's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of the University's offer to meet or failure to respond to the offer to meet.

**(iii).** The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time in drafting a plan for the program adjustment, reduction, reconfiguration, or elimination that includes

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separations of employment for tenured or tenure-track bargaining unit members. Once drafted, the President shall submit the draft plan to the Association and allow the Association to submit comments and recommendations to the President's Office by no later than thirty (30) calendar days after receipt of the draft plan

(iv). The President will give thoughtful consideration to such comments and recommendations submitted within the timeframe identified in subsection iii., above, in drafting the final plan for the program adjustment, reduction, reconfiguration, or elimination. Once drafted, the President shall issue the final plan to the Association and then announce and submit a copy that final plan to the bargaining unit members and University community.

(v). If the Association fails to meet or provide comments and recommendations at any step above, the University shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(vi). The President's final plan is not grievable under the collective bargaining agreement, except to allege that the notices were not provided or meetings were not held under subsections (i) through (iii), above.

(vii). If subsections (i) through (iv), above, are pursuant to a declaration of exigency and the President, at their sole discretion, determines that time is of the essence, the President may suspend the requirements found in those subsections.

(viii). Timelines under this subsection (C) may be modified only by written agreement of the parties.

(ix). By engaging in the process outlined in subsections (i) through (iv), above, the parties agree that each has satisfied their obligation to each other to meet and confer over the decision and impact of any employment relations and the Final Plan signifies that there is no further obligation on the part of Oregon Tech to meet and confer on the decision and impact of any employment relations found in the Final Plan.

**Section 4.** In determining whether to separate a bargaining unit member's tenured or tenure-track employment in the plans identified in Section 2(B) and 3(C), above, Oregon Tech shall make its determination based needs of the program, including the need to preserve various areas of academic or research specialization, and which bargaining unit members have the best skills and abilities to accomplish future work. In making this determination, the bargaining unit member's performance, as determined by the five (5)

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most recent Annual Performance Evaluations, and disciplinary record shall be deciding factors.

**Section 5.** When the University identifies a bargaining unit member for separation from employment pursuant to Section 4, above, the University will take the following actions:

(A). For faculty on non-tenure appointments, the University will provide the bargaining unit member with ninety (90) days' notice prior to separation provided the bargaining unit member has exceeded seventy-two (72) workload units, otherwise the notice period in their appointment letter shall govern.

(B). For tenure-track bargaining unit members, the University will provide at least ninety (90) days' notice given prior to expiration of the appointment;

(C). For tenured bargaining unit members, the University will provide at least ninety (90) days' notice prior to termination.

\*Part-time tenure-track bargaining unit members shall receive the same notice as described above, except that the length of timely notice shall be calculated in terms of FTE years of service rather than in calendar years.

Under a declaration of financial exigency, the requirement of notice prior to separation of employment is waived for all categories of bargaining unit members, though the University may provide such notice as is deemed possible by the President given the circumstances requiring the declaration.

Prior to the effective date of separation, the University will make a good faith effort to place bargaining unit members affected within the University to faculty positions for which they are competitively qualified as determined by the Provost or designee. If this effort fails, the University shall make reasonable efforts to assist bargaining unit members in finding suitable employment elsewhere. This shall include for a period not to exceed one (1) year from the date of separation, the bargaining unit member retaining email and library privileges consistent with Oregon Tech's terms of use for university email and library electronic access, and agreeing to hold the University harmless for any misuse of these privileges.

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