

# ARTICLE [x]. Retrenchment and Program Reduction or Elimination

## Section 1. Definitions.

As used in this Article:

“Financial exigency” means that the Employer is unable to provide a minimum level of operations necessary to offer educational programs to its students. Financial exigency must affect all university operations and be demonstrable.

“Program” constitutes any academic unit performing a service on behalf of the educational mission of the university, including but not limited to academic departments, academic programs, undergraduate and graduate degrees, minors, certificates, Honors program, dual credit program (Advance Credit Program and other High School related programs), online degrees or certificates, continuing education “badges”, library, research programs, general education, or anything delivered under the academic branch of the university, in the spirit of being educational to those being served.

“Retrenchment” means the layoff of a bargaining unit faculty member (faculty) under conditions of financial exigency or program reduction or program elimination.

If the President finds that the university's budget has insufficient funds to do all of the following, then condition of financial exigency may be declared:

1. maintain all essential programs and services;
2. finance the full compensation of all tenured faculty;
3. finance the full compensation of faculty on fixed-term appointment until the end of the period of appointment;
4. finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.

## Section 2. Applications of program reduction or elimination.

Each academic unit is assumed to implement an internal assessment of the cost and revenue associated with its operation on an annual basis, and make adjustments based on various metrics, including but not limited to predicted student enrollments, state appropriations, grants and other revenue sources. Adjustments in these cases may include the increase or decrease in positions, services or other operational efficiencies deemed necessary in response to short term and long term goals of the institution.

This article does not refer to incremental annual adjustments of no more than 5% reduction in S&S for a particular unit or no more than 5% reduction in overload budgets.

This article shall apply when there is an imminent need for broad program(s) reduction or elimination that leads to a bargaining unit faculty member termination.

## Section 3. Demonstrable need for financial exigency.

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36 Should the President of OIT anticipate the declaration of financial exigency and anticipate the need  
37 for retrenchment of faculty, the President shall:

- 38 i) Notify, in writing, the OT-AAUP President and Vice-President of the possibility of  
39 declaring financial exigency, within 180 days of making such a determination;
- 40 ii) Provide OT-AAUP within 10 business days of, access to data and any other information  
41 used to make such determination;  
42 In sharing with OT-AAUP the data on which this anticipated declaration is to be made  
43 the format of the data should be electronic if possible, or in its current form, whatever  
44 that may be; access to the data is also an acceptable format; OT-AAUP is allowed to  
45 continue access to data for analysis for at least 15 business days of being given access to  
46 it;
- 47 iii) Provide OT-AAUP opportunities to make additional requests for data or other  
48 information relevant to deciding financial exigency, within 20 business days of receiving  
49 access to data referenced in (ii) above.  
50

#### 51 **Section 4. Process for declaring financial exigency.**

52 The President of OIT and the President of OT-AAUP shall convene a Committee on Retrenchment  
53 (COR) to formalize recommendations for declaring financial exigency. Within 30 days of receiving  
54 the information in Section 3 (iii), the OIT President and OT-AAUP President will each nominate  
55 three members to COR.

56 The Committee on Retrenchment shall make recommendations to the university President and OT-  
57 AAUP President for declaring financial exigency based on the mission of the university, the long-  
58 term financial health of the institution, and various opportunities for stabilizing the operations of the  
59 university as a whole. Specific recommendations may include, but are not limited to, venues for  
60 raising funds, redistribution of funds as deemed necessary, or cutting expenses broadly across  
61 academic and non-academic units in an effort to ensure the viability of the institution. The  
62 Committee on Retrenchment shall make these recommendations within 60 days of convening.

63 The OIT President shall submit to the Board of Trustees the recommendations of COR and her or  
64 his recommendations in regard to declaring financial exigency.

65 The Board of Trustees shall make the final determination whether to declare financial exigency or  
66 not.

#### 67 **Section 5. Implementation of retrenchment of faculty**

68 The Employer shall act in good faith when considering retrenchment of faculty; whenever possible  
69 alternatives shall be used to alleviate retrenchment.

70 The Employer shall retrench faculty by rank in inverse order of seniority within the department or  
71 unit identified for retrenchment. Seniority shall be calculated from the earliest date of continuous  
72 employment with Oregon Tech. Leaves with pay (like sabbaticals) shall count towards years of  
73 service when calculating seniority.

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74 Periods of continuous employment while a faculty is not a bargaining unit member shall count  
 75 towards years of service for seniority. Examples are employment of faculty as chair, associate dean,  
 76 dean, provost or president.

77 Faculty shall be laid off in the following order:

- 78 • Temporary faculty (adjuncts) and faculty of temporary agencies or consultants shall be  
 79 terminated prior to the layoff of other faculty members. Visiting faculty and Professors of  
 80 Practice shall be retrenched before non-tenure track faculty (NTTF).
- 81 • Non-Tenure Track Faculty (NTTF) members who are Instructor I shall be retrenched  
 82 before NTTF members who are Instructor II, who shall be retrenched before NTTF  
 83 members who are Senior Instructor I, who shall be retrenched before NTTFs who are  
 84 Senior Instructor II.
- 85 • Untenured faculty members shall be retrenched before members who are tenured, regardless  
 86 of rank.
- 87 • Tenured faculty who are Assistant Professors shall be retrenched before tenured faculty who  
 88 are Associate Professors, who shall be retrenched before tenured faculty who are Professors.

89 Whenever possible, faculty whose positions are terminated will be offered other faculty positions  
 90 (regardless of location, including online delivery) for which they are qualified or can become  
 91 qualified, within a reasonable time, depending on the time necessary to earn adequate qualifications.  
 92 Alternatively, a faculty whose position is being terminated shall be considered for relocation in a  
 93 non-faculty position, whenever that faculty is qualified and as an alternative to retrenchment.

94 A faculty whose appointment is terminated pursuant to the provisions of this Article shall receive  
 95 salary and benefits (or notice) according to the following schedule:

96 (a) Full Time Faculty:

- 97 i) in service less than 9 months shall receive salary and benefits (or notice) for 3 months;
- 98 ii) in service more than 9 months but less than 18 months shall receive salary and benefits  
 99 (or notice) for 6 months;
- 100 iii) in service at least 18 months shall receive salary and benefits (or notice) for 12 months;
- 101 iv) in service at least 18 months and tenured shall receive salary and benefits (or notice) for  
 102 the current academic year plus 12 months;
- 103 v) in service at least 10 years and tenured shall receive salary and benefits (or notice) for the  
 104 current academic year plus 12 months, with an 18 months minimum.

105 (b) Part-Time Faculty (more than .5 and less than 1.0 FTE): According to the salary and benefits  
 106 listed above, at the percentage of employment currently assigned. For example, an employee in  
 107 service for less than 9 months at .5 FTE shall receive salary and benefits (or notice) for 1.5 months.

108 Under the terms of this Article, the Employer shall not fill a position in a discipline in which a  
 109 faculty has been retrenched and is qualified to teach unless the faculty has been offered  
 110 reappointment (at the same rank, position, with the same salary, adjusted as necessary) and has been  
 111 given at least 30 calendar days within which to accept or decline the reappointment.

112 This restriction on filing positions shall be in effect for 2 years from the date of the layoff of an  
113 untenured faculty, and for 4 years from the date of the layoff of a tenured faculty.

114 A faculty reappointed under this process shall have all time restored for seniority and retirement  
115 purposes.

116 A faculty laid off under the terms of this Article shall continue to receive tuition waiver privileges at  
117 Oregon Tech and other Oregon public universities for herself or himself, or a family member, as  
118 stated under Article [x] on Fringe Benefits, for a period of 3 years from the time of being  
119 retrenched.

120 A faculty shall have the right to continue to participate, at their own expense, at the institutional  
121 group rates, in the Employer's medical/dental/vision benefit plan or life insurance or other such  
122 offers available to employees.

## 123 **Section 6. Process for determining need of a Program Reduction or Elimination.**

124 The determination for Program Reduction or Elimination will be based on data relevant to the  
125 specific program, and the institution as a whole, and shall include but not be limited to student  
126 current and predicted enrollments, current and predicted financial state of the university, program  
127 and other curriculum changes that will impact a program considered for elimination or reduction.  
128 The Provost or Deans may recommend to the OIT President a careful consideration for Program  
129 Reduction or Elimination based on this information.

130 The OIT President will notify OT-AAUP President, in writing, of the anticipated need for program  
131 reduction or elimination within 10 business days of making the determination of the potential for  
132 such need, and share all data that lead to this determination at the time of such notification.

133 The Provost shall convene a Program Reduction or Elimination Committee (PREC). In this case  
134 PREC's membership shall be decided with input from OT-AAUP, the affected academic units and  
135 their appropriate leadership (respective department chairs, or deans), with equal representation by  
136 each constituency (with a total of at least 6 but no more than 12 members of PREC being appointed  
137 equally by the Provost and the Association's President, with some of the Provost's appointees being  
138 faculty).

139 Any determination of a demonstrable need for program reduction or elimination shall be consistent  
140 with institutional goals and needs. PREC shall be organized so that there is a Chair of PREC, elected  
141 by committee members, and any recommendations are voted on by its members.

## 142 **Section 7. Implementation of Program Reduction or Elimination**

143 PREC shall be given timely and adequate access to data necessary to make well informed  
144 recommendations, as well as any other appropriate information relevant to the process, and  
145 requested by PREC's Chair. PREC will be given at least 90 days to make a determination, and  
146 recommend to the Provost the implementation of a reduction or elimination of a program, or make  
147 a determination and not recommend reduction or elimination of a program.

148 The Provost will give due consideration to PREC's recommendations:

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- 149       A. The Provost shall share with OIT's President, OT-AAUP and the affected academic units  
150       PREC's recommendations, within 10 days of receiving them.
- 151       B. In consultation with the Provost and Chair of PREC, OIT's President may recommend to  
152       the Board of Trustees the adoption of PREC's recommendations, barring any that may  
153       potentially be in violation of state or federal law, and within 10 days after sharing them with  
154       the parties described above in (A).
- 155       C. The Board of Trustees will make the final decision on adopting all or part of the  
156       recommendations submitted to them by the President as outlined above in (B). The Board  
157       will communicate their decision to OIT's President, the OT-AAUP President and the  
158       Faculty Senate President within 14 days of receiving the recommendations outlined in (B)  
159       above.
- 160       Any proposal for faculty termination(s) resulting from program reduction or elimination shall follow  
161       this Article, Section 5 of this Article, Implementation of retrenchment of faculty.

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