

Article 17
Retrenchment
Fact Finding Proposal, University, May 22, 2018

17.1 Retrenchment is defined as the termination of a Bargaining Unit Faculty Member(s) during any appointment as a result of any of the following ~~three~~ circumstances: ~~(a)~~ financial exigency; or (b) within the 24-month period after the University achieves a composite result of the ratio analysis calculated in accordance with OAC 126:3-1-01 paragraph (A)(4) of less than 2.40 for any two consecutive fiscal years, or pursuant to a financial recovery plan under fiscal watch; or ~~(c)~~ significant reduction in enrollment of a College, Department, or Program (here and elsewhere, meaning a program offered for credit) continuing over four or more academic semesters (not counting summer) and which is expected to persist; or ~~(d)~~ discontinuation of a College, Department or Program.

Financial exigency means that severe financial problems exist which threaten the University's ability to maintain its academic operations at an acceptable level of quality.

17.2 Should the University President anticipate the need for retrenchment of Bargaining Unit Faculty Members, the data and information upon which this decision is based shall be provided to the AAUP-WSU.

17.3 The AAUP-WSU shall be provided access and the opportunity to inspect and/or copy any information relevant to the anticipated retrenchment within ten (10) calendar days after the delivery of a written request to the Provost. However, the AAUP-WSU is not entitled to any information that is confidential under any applicable law. In addition, the AAUP-WSU is entitled to view information in its existing form only.

17.4 Under retrenchment defined in 17.1 (a or b) within twenty (20) calendar days or under 17.1 (c or d) ~~W~~within sixty (60) calendar days after receipt of the data and information in Section 17.3 a joint Committee on Retrenchment, with three members appointed by the University and three members appointed by the AAUP-WSU, shall submit its advisory recommendations to the University President. Such recommendations may include ways to relieve the exigency by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities. If the joint Committee on Retrenchment does not submit its advisory recommendations to the University President within the time frame set forth herein, the process set forth in this Article shall continue to the next step.

17.4.1 In making its recommendations, the Committee on Retrenchment shall give consideration to long-term enrollment projections, the mission of the University as a whole, the continued accreditation of academic units, the effect on joint programs with other institutions, and the impact on the students registered in the programs.

17.4.2 In the case of an anticipated reduction in size or discontinuation of a College, Department, or Program, the Committee on Retrenchment's recommendations shall include consideration of-

- its historical role and contributions in the University's educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
- the dependence of other programs in the University on the College, Department, or Program;
- duplication elsewhere in the University of courses, research or services offered through the Department, College or Program, and possible organizational arrangements which might serve as alternatives to discontinuation;
- arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements;
- stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
- the periods of service and tenure status of its Bargaining Unit Faculty Members and an estimate of their possible usefulness elsewhere within the University; and
- possible arrangements for planned phasing out of the College, Department, or Program as an alternative to abrupt discontinuation.

17.5 The President shall forward the recommendations of the Committee on Retrenchment along with his or her recommendations to the Board of Trustees. After receiving and considering the recommendation(s), the Board of Trustees shall make the final determination to implement retrenchment.

17.6 Procedures for Retrenchment.

17.6.1 The University shall, in good faith, consider whether the need for retrenchment can be alleviated through normal attrition or other alternatives to retrenchment. In making its decisions about retrenchment, the University shall, in good faith, give consideration to the factors listed in Sections 17.4.1 and 17.4.2.

17.6.2 Except as provided for in Sections 17.6.3 17.6.7 and consistent with the operating needs of the level of organization the University has deemed appropriate for retrenchment, the University shall retrench Bargaining Unit Faculty Members by rank in inverse order of seniority within the unit(s) identified for retrenchment.

17.6.3 Full-time faculty who are ineligible for tenure or continuation shall be retrenched before Bargaining Unit Faculty within a particular Program, Department or College, unless it can be shown that those non-Bargaining Unit Members are academically essential (in particular, essential with regard to their teaching, scholarship, or service) to the continuation of the academic mission of that Program, Department, or College.

17.6.4 Untenured Bargaining Unit Faculty Members shall be retrenched before Members who are tenured, regardless of rank.

17.6.5 Tenured Bargaining Unit Faculty Members who are Assistant Professors will be retrenched before tenured Members who are Associate Professors, who will be retrenched before tenured Members who are Professors.

17.6.6 Within each academic rank, seniority shall be calculated from the earliest date of continuous University employment.

17.6.6.1 Leaves with pay shall count as years of service for seniority.

17.6.6.2 While unpaid leaves shall not count as years of service for seniority, neither do they constitute a break in continuous University employment.

17.6.6.3 Periods of continuous employment wherein an individual is outside the Bargaining Unit, such as service as a chair, dean, provost or President, shall count as years of service for seniority.

17.6.7 To meet operating needs of the unit(s) being reduced, the University will retain specific Bargaining Unit Faculty Members who are best qualified to meet programmatic, curricular, or other academic needs; however, to deviate from the order of retrenchment specified in Sections 17.6.3-17.6.6.3, the University must first obtain and consider in good faith independent recommendations regarding that deviation (specifically, whether the deviation is necessary in order to meet programmatic, curricular, or other academic needs) from the impacted Members' Department Chair(s) and from a committee appointed by AAUP-WSU. The independent recommendations shall be provided within 15 working days after a request from the University.

17.6.8 The termination of a Bargaining Unit Faculty Member may not be necessary if his or her salary is paid by restricted funds.

~~17.6.9 Bargaining Unit Faculty Members whose positions are terminated shall be offered available faculty positions for which they are fully qualified or for which they can become fully qualified within the period of their notification of termination as specified in Section 17.6.10. Where feasible, the University will consider relocating Bargaining Unit Faculty Members in a non-faculty position, as an alternative to termination.~~

17.6.9~~10~~ A Bargaining Unit Faculty Member whose appointment is terminated pursuant to the provisions of this Article 17 shall receive salary and benefits (or notice) in accordance with the following schedule:

<u>Service as a Full-Time Faculty Member</u>	<u>Salary and Benefits (or Notice)</u>
less than nine months	three months
at least nine but less than eighteen months	six months
at least eighteen months	twelve months
at least eighteen months and tenured	current academic year plus twelve months
at least ten years and tenured	current academic year plus twelve months (eighteen months minimum)

17.7 The University shall not fill a position in a discipline in which a tenured Bargaining Unit Faculty Member, who has been retrenched, is professionally qualified for a period of four (4) years from the date of termination of service, unless the position is first offered to that Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. The Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at Wright State University. A tenured Member of the Bargaining Unit thus recalled shall return with tenure.

17.8 The University shall not fill a position in a discipline in which a non-tenured Bargaining Unit Faculty Member, who has been retrenched, is professionally qualified for a period of two (2) years from the date of termination of service, unless the position is first offered to that Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. The Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at Wright State University. A Member thus recalled shall return with the number of years of prior service at Wright State University counting as part of his or her probationary period.