Article 17
Retrenchment

17.1 Retrenchment is defined as the termination of TET BUFMs or terminating the appointments of BUFMs with continuing appointments, or terminating fixed term appointments before the end of their term as a result of any of the following three circumstances, whose meaning are detailed in 17.1.1—17.1.3 below: (1) financial exigency; (2) 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 (3) discontinuation of a College, Department or Program.

17.1.1 Financial exigency exists when the President can reasonably demonstrate the existence of an imminent financial crisis (exigency) of such severity that it threatens the survival of the institution as a whole and cannot be alleviated without terminating the appointments of TET BUFMs, or terminating the appointments of BUFMs with continuing appointments or terminating fixed term appointments before the end of their term.

17.1.2 Significant reduction in enrollment of a unit (Department or Program) exists when the Provost can reasonably demonstrate that the decline in enrollment (1) has continued over four or more academic semesters (not counting summer) and is expected to persist, and (2) has financial consequences such that the continuation of said Department or Program would threaten the academic integrity of the College as a whole and cannot be alleviated without terminating the appointments of TET BUFMs within the unit, or terminating the appointments of BUFMs within the unit with continuing appointments or terminating fixed term appointments within the unit before the end of their term.

17.1.3 Discontinuation of a unit (College, Department, or Program) for academic reasons requires (1) the written demonstration by the Provost that the educational mission of the University as a whole will be significantly enhanced in the long run by the discontinuance and (2) the agreement with this demonstration by Bargaining Unit Faculty by a secret-ballot vote of the majority of all Bargaining Unit Faculty. The number of Bargaining Unit Faculty shall be determined by a count of BUFMs reported pursuant to Section 8.8.1.

17.2 Should the University President determine that there is a 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 at least two months before any retrenchment occurs.

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.

17.4 Within twenty (20) 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 be formed. This committee shall submit its advisory recommendations to the University President within sixty (60) calendar days. Such recommendations may include ways to relieve the exigency by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.

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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. It will also consider the Administrative Productivity Measure, formulated by the State of Ohio, with a goal of improving administrative productivity first during any financial crisis.

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.

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 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 Before retrenching a Bargaining Unit Faculty Member(s) the University will remove teaching responsibility from all unclassified staff members who teach in that Member’s Department.

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17.6.4 Visiting faculty will be retrenched before Instructors, who will be retrenched before Lecturers, who will be retrenched before Senior Lecturers within a particular Program, Department or College. In like fashion, Clinical Instructors will be retrenched before Clinical Assistant Professors.

17.6.4.1 NTE Bargaining Unit faculty shall be retrenched before Bargaining Unit Faculty within a particular Program, Department or College, unless it can be shown that those NTE 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.

17.6.4.1 NTE Bargaining Unit faculty shall be retrenched before Bargaining Unit Faculty within a particular Program, Department or College, unless it can be shown that those NTE 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.

17.6.5 Probationary TET Bargaining Unit Faculty Members shall be retrenched before Members who are tenured, regardless of rank.

17.6.6 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.

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

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

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

17.6.7.3 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.

17.6.8 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.

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

17.6.10 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 17.6.11. Where feasible, the University will consider relocating Bargaining Unit Faculty Members in a non-faculty position, as an alternative to termination.

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17.6.1 A Bargaining Unit Faculty Member whose appointment is terminated pursuant to the provisions of this Article 17 shall receive salary and benefits in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Service as a Full-Time TET Faculty Member</th>
<th>Salary and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than nine months</td>
<td>three months</td>
</tr>
<tr>
<td>at least nine but less than eighteen months</td>
<td>six months</td>
</tr>
<tr>
<td>at least eighteen months</td>
<td>twelve months</td>
</tr>
<tr>
<td>at least eighteen months and tenured</td>
<td>current academic year plus twelve months (eighteen months minimum)</td>
</tr>
<tr>
<td>at least ten years and tenured</td>
<td>current academic year plus twelve months (eighteen months minimum)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service as a Full Time NTE Faculty Member</th>
<th>Salary and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than nine months</td>
<td>End of fixed term appointment or three months, whichever is less</td>
</tr>
<tr>
<td>At least nine months but less than eighteen months</td>
<td>End of fixed term appointment or six months, whichever is less</td>
</tr>
<tr>
<td>At least eighteen months but less than six years</td>
<td>End of fixed term appointment or twelve months, whichever is less</td>
</tr>
<tr>
<td>At least six years but less than ten years</td>
<td>Current academic year plus twelve months</td>
</tr>
<tr>
<td>At least ten years</td>
<td>Current academic year plus twelve months (eighteen months minimum)</td>
</tr>
</tbody>
</table>

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 (TET and NTE with continuing appointments), 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.

17.9 The AAUP-WSU has the exclusive right to take the decision to retrench any bargaining unit faculty member directly to binding arbitration. If the arbitrator finds in favor of AAUP-WSU, then the arbitrator will be empowered to reinstate a retrenched Member(s).

17.10 If fixed contract NTE faculty are terminated for any reason other than poor teaching or significant enrollment losses in their class, it must be shown that their positions are academically unnecessary before they are eliminated. The AAUP-WSU has the exclusive right to take any decision to terminate fixed contract NTE faculty to binding arbitration. If the arbitrator finds in favor of AAUP-WSU, then the arbitrator will be empowered to reinstate the terminated NTE faculty member.