

## **ARTICLE SIXTEEN RETRENCHMENT**

16.1 Retrenchment of Faculty shall occur as a result of (1) Institutional Financial Exigency or (2) Program Curtailment.

16.2 Institutional Financial Exigency is defined in Section 2.15 of this Agreement. One illustrative example of an Institutional Financial Exigency would be a failure to meet the University's debt covenants which would result in the lenders taking control of the University.

16.2.1 Retrenchment of Faculty in response to an Institutional Financial Exigency may only occur when all other reasonable means, as determined by the University, of reducing costs to the University have been properly examined and appropriate measures to reduce costs have been taken. The University has an obligation to provide the Federation with proof that alternative measures have been exhausted and/or evaluated. The University also has an obligation to provide the Federation with accurate information, statistics, and all relevant and pertinent financial data related to all factors giving rise to a retrenchment.

Retrenchment for an Institutional Financial Exigency shall occur only when the conditions of 16.2 above are met. The burden of proof demonstrating the existence of Institutional Financial Exigency shall be on the University. A Faculty member shall not be retrenched due to an Institutional Financial Exigency until all reasonable reassignment possibilities within the bargaining unit have been explored, investigated, and acted upon or ruled out.

16.3 Within ten (10) days of declaring an Institutional Financial Exigency, the President will convene a committee consisting of six (6) Faculty members, three of whom shall be chosen by the RFF and three of whom shall be chosen by the President, to review the materials identified in Article 16.2.1. Within thirty (30) days, the committee will report its recommendations related to retrenchment of Faculty as a result of the Institutional Financial Exigency, in accordance with the process set forth in Article 16.4 to the President for his/her consideration.

Within ten (10) days of receipt of the Faculty Committee's recommendations, the President shall meet with the Faculty Committee and provide the Faculty Committee with the University's final determinations regarding retrenchment. Thereafter, the President shall convene a meeting of the Faculty to announce its final determinations related to retrenchment.

16.4 Retrenchment as the result of Institutional Financial Exigency shall be applied in the following manner.

- 16.4.1 Termination as a result of Institutional Financial Exigency shall be based solely on seniority within the bargaining unit (last in, first out) in accordance with the specific procedures detailed below.
- 16.4.2 Termination shall first take place as follows:
- a. Among the Part-Time Faculty before Full-Time Faculty are terminated.
  - b. Among Full-Time Visiting Faculty, before the termination of Faculty holding probationary or contractual appointments; and among probationary or Full-Time contractual appointments before the termination among tenured appointments. Such removal shall be made in the inverse order of the date of full-time appointment.
  - c. Among the Full-Time Faculty with rolling contracts, such termination shall be based upon length of full-time service to the University. In cases where the date of full-time appointment is the same, part-time service at the University will be taken into consideration.
- 16.4.3 In the case of retrenchment due to Institutional Financial Exigency, the President shall provide a written notice of retrenchment to each affected Faculty member within ten (10) days of the final determination. Upon request by any affected Faculty member, the President shall meet with the affected Faculty member.
- 16.4.4 Persons removed as a result of retrenchment due to Institutional Financial Exigency shall be advised of the opportunity for reemployment in the same or a similar position at the University for three (3) years succeeding the retrenchment year, and must accept such offer within thirty (30) days after such offer. Such acceptance will take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every reasonable effort to place an incumbent so separated in a position for which he/she is qualified, provided such position is in the bargaining unit. Alternative placement for recall following retrenchment shall not result in any retrenched Faculty member receiving more than their CBA contractual salary under any circumstance. Faculty members who are retrenched shall be responsible for notifying the University of their current mailing addresses.
- 16.4.5 Original appointment (Date of formal letter of appointment) shall mean the date of first full-time appointment to University service as a Faculty member, followed by continuous and uninterrupted service within the bargaining unit up to the time of reduction and abolishment of positions. In the event an incumbent believes such date has been incorrectly determined, he/she shall so advise the University, and indicate the date he/she believes to be correct.
- 16.4.6 Any non-probationary, full-time Faculty member with over twenty (20) continuous years of service to the University who is retrenched due to

Institutional Financial Exigency shall be placed on terminal leave collecting his/her salary on a monthly basis until he/she is paid the value of two (2) years compensation, computed at the date of retrenchment, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for two (2) years from the date of retrenchment.

Any non-probationary, full-time Faculty member with between five (5) and twenty (20) continuous years of service to the University who is retrenched due to Institutional Financial Exigency shall be placed on terminal leave collecting his/her salary on a monthly basis until he/she is paid the value of one and one half (1 1/2) years compensation, computed at the date of retrenchment, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for one and one half (1 1/2) years from the date of retrenchment.

Any non-probationary, full-time Faculty member with between one (1) and four (4) continuous years of service to the University who is retrenched due to Institutional Financial Exigency shall be placed on terminal leave collecting his/her salary on a monthly basis until he/she is paid the value of one (1) year compensation, computed at the date of retrenchment, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for one (1) year from the date of retrenchment.

- 16.4.7 Any full-time Visiting Faculty member with at least two (2) full years of faculty employment who is retrenched due to Institutional Financial Exigency shall be placed on terminal leave and allowed to collect his/her salary on a biweekly basis until he/she is paid one half (50%) of his/her annual salary computed at the date of retrenchment, and shall be provided with the University's faculty health insurance coverage on the same basis and cost sharing as actively employed faculty for one (1) year from the date of retrenchment.
- 16.4.8 During their terminal leave, retrenched full-time faculty shall have first priority for professional development funds in accordance with Section 9.
- 16.4.9 All salary and benefit continuation provided under Sections 16.4.6 and 16.4.7 shall cease upon the earlier of the effective date of a Faculty member's securing alternative employment or the end of the Faculty member's terminal leave as set out above. To the extent retrenched Faculty accept similar academic employment during their terminal leave, retrenched Faculty agree to provide the University of notice of their acceptance within five (5) business days of formally accepting alternate employment.

16.5 Program Curtailment is defined in Section 2.23 of this Agreement.

16.5.1 In the event of Program Curtailment, Faculty currently employed in the affected program shall be reduced through normal attrition or through appropriate reassignments within the bargaining unit where and when reasonable. The University reserves the right to make temporary appointments of new Faculty in the affected program during the phase-out period to maintain academic continuity.

16.6 Program Curtailment. Program Curtailment may be undertaken if (a) a program fails to meet reasonable expectations for financial viability as set forth in 16.6.1, or (b) the University determines to phase out an academic program as a result of long range institutional planning.

16.6.1 All programs will be reviewed on a rolling three year basis with the first year of review ending May 31, 2019.

16.6.1.1 Every year by April 1<sup>st</sup>, each Dean will prepare a Program Viability Report consisting of, at a minimum, (a) Cost and Revenues Worksheet, and (b) Departmental Data Worksheet. On or by April 1<sup>st</sup>, the Program Viability Report and all supporting data will be shared with Program Faculty who will have the right to submit, within thirty (30) calendar days, an optional explanatory narrative, which will be added to the Program Viability Report and treated as material to the Report and the overall Program Review.

16.6.1.1.1 The University and the RFF shall negotiate in good faith to reach agreement by March 31, 2020 regarding the structure of the Program Viability Report and accompanying narrative, and prior to subsequent alterations to either form. Any delay in reaching agreement shall not delay a review of the year ending May 31, 2019.

16.6.1.2 The Dean and Provost will review the Program Viability Reports and narrative, and will determine which programs, if any, do not meet the minimum standards of financial viability.

After identifying underperforming programs, the Dean and Provost will make the Program Viability Reports and a list of mandatory action steps for improvement available to the academic programs and will meet with the Faculty members of those programs to develop an Improvement Plan, which shall include specific action steps. All Improvement Plans must be approved by the Provost.

16.6.1.3 Any program that fails to reach financial viability on a three-year sliding average, as demonstrated by the Program

Viability Report and narrative, may be subject to curtailment in accordance with Article 16.6.4.

- 16.6.1.4 The Administration agrees to meet with the Federation and affected Faculty members as soon as practicable after determining a program will be curtailed and will provide the Federation with all the data used to make the determination.
- 16.6.2 Prior to retrenchment due to program curtailment, all reasonable reassignment possibilities within the University shall be explored, investigated, and acted upon or ruled out. Retrenchment will occur only if no full course load for which the Faculty member is reasonably deemed qualified to teach is available for the Faculty member to teach within the University. If such reassignment occurs, the Program Viability Report shall be recomputed for the area. If there is not substantial change in the Viability Report indicating that the program could continue, retrenchment may occur in the area until the Viability Report demonstrates the ability of the program to continue in the newer context.
- 16.6.3 The final decision as to whether retrenchment conditions are met under this subsection shall be within the discretion of the Provost. In the case of retrenchment due to program curtailment, the Provost shall provide a written notice of retrenchment to each affected Faculty member within ten (10) days of the final determination. Upon request by any affected Faculty member, the Provost shall meet with the affected Faculty member.
- 16.6.4 In the event the Provost determines that a Program will be curtailed, in accordance with the process set forth in Article 16.6.1, the Provost or designee shall design and initiate a "Teach Out" for the Program, which will span up to three (3) academic years. During the Teach Out, Faculty members in the affected Program shall be reduced through normal attrition or, if and when reasonable, through appropriate reassignments within the bargaining unit. If, after the first year of the Teach Out, no combination of Program courses and reassignment can be made, the position(s) shall be eliminated based on the qualifications and seniority of the Faculty members within the Program. If such reductions are made during the Teach Out, eliminated Faculty shall receive the value of one (1) year of his/her compensation, on a monthly basis until fully paid, and shall be provided with the University's Faculty health insurance coverage on the same basis and cost sharing as actively employed Faculty members for one (1) year from the date of separation. Faculty members in the affected Program that remain employed by the University throughout the Teach Out shall continue to receive compensation and benefits as stipulated in this Agreement. Upon the conclusion of the Teach Out, any Faculty remaining within the Program shall be retrenched. Salary and benefit continuation provided under this section shall cease in the event a receiving Faculty member secures similar academic employment during the term of the salary and benefit continuation. Such

Faculty members agree to provide the University with notice of their acceptance of such employment within five (5) business days.