

Black text – original

Orange text – OTAAUP suggested additions

~~Orange strikethrough—OTAAUP suggested deletions~~

Blue text – Oregon Tech suggested edits

Green text – language agreed to by both parties

Article 21 ~~XXI~~: Academic Program Review, Retrenchment, or Exigency

Section 1. Oregon Tech is a complex 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 (major degree program, minors, concentrations, certificates, and continuing education, micro-credentials), Oregon Tech may adjust, reduce, reconfigure, or eliminate (with appropriate documentation and Board approval) programs 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 Oregon Tech 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 ~~will work with OT-AAUP and through established shared governance processes such as the Program Reduction and Elimination Committee (PREC)~~ 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 Oregon Tech, and non-renewal of non-tenure track bargaining unit members who are not on a rolling contract. The Association will be provided with the complete program review.

(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, or a non-tenure track bargaining unit member ~~with at least 3 years of service~~ if timely notice of non-renewal is unable to occur, the following shall be adhered to:

- (i). The Provost and appropriate College Dean, ~~in consultation with Faculty Senate and following processes outlined in Oregon Tech's PREC policy,~~ shall develop a plan for the implementation of the program adjustment, reduction, reconfiguration or elimination. This plan should begin with soliciting voluntary early retirement, voluntary reduction of FTE, and voluntary non-renewal of non-tenure track bargaining unit members with only one year of service. ~~and present t~~ That plan and publicly available data that Oregon Tech relied upon to

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support the plan ~~shall be presented~~ to the Association pursuant to Article 23 ~~XXXX~~. Notices and Communications, ~~with an 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 four (4) 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.

(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 Oregon Tech's offer to meet or failure to respond to the offer to meet.

(iii). The Provost and appropriate College 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 the Oregon Tech community.

(iv). If the Association fails to meet or provide comments and recommendations, Oregon Tech 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 the notices were not provided or meetings were not offered (or held if accepted) under subsections (i) and (ii), above.

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

Section 3. Financial Conditions. The financial health of Oregon Tech may require the adjustment, reduction, reconfiguration, or elimination of a program that leads to the separation of employment of a tenured or tenure-track bargaining unit member, or a non-tenure track bargaining unit member if timely notice of non-renewal is unable to occur. If this occurs, ~~these provisions should apply in full~~ the President may declare that either a condition of retrenchment or exigency exists.

(A). Retrenchment. Retrenchment exists if circumstances arise or will imminently arise such that a failure to reduce or reallocate budgets would result in an impairment of Oregon Tech's ability to sustainably deliver its existing academic programs (as defined above), manage current administrative expenses, and meet other financial obligations within existing or likely future revenues as determined by the President.

(B). Exigency. ~~Financial exigency exists if there are~~ Exigency may be declared if the President finds that the current or projected budget of Oregon Tech has insufficient funds ~~in Oregon Tech's current budget~~ to do any ~~all~~ of the following:

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- (i). Maintain all essential programs and services;
- (ii). Finance the full compensation of all ~~bargaining unit members who are tenured, on tenure track, or on rolling contracts~~ employees of Oregon Tech;
- (iii). Finance the full compensation of all non-tenure track bargaining unit members ~~on fixed term appointments~~ 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 Oregon Tech community that conditions exist warranting retrenchment or exigency, as defined above, the President or designee shall notify the Association pursuant to Article XXIII: 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 Oregon Tech. The Association shall accept or reject the offer to meet within four (4) 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 Oregon Tech'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 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~~ **written feedback** to such comments and recommendations submitted within the timeframe identified in subsection (iii), above, in ~~and provide evidence of such consideration along with~~ drafting the final plan for the program adjustment, reduction, reconfiguration, or elimination. Once drafted, the President

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shall issue the final plan to the Association and then announce and submit a copy that final plan to the bargaining unit members and the Oregon Tech community.

(v). If the Association fails to meet or provide comments and recommendations at any step above, Oregon Tech 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 ~~procedural requirements~~ notices were not provided or meetings were not offered (or held if accepted) under subsections (i) through (iii), above ~~were not followed or if no evidence of thoughtful consideration of the Association's input was given.~~

~~(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.

Section 4. Determination. In determining whether to separate a bargaining unit member's employment in the plans identified in Section 2(B) and 3(C), above, Oregon Tech shall make its determination first based on 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. Following this determination, ~~then~~ those bargaining unit members identified for separation of employment will ~~generally~~ be ~~provided with a written notice~~ ~~for~~ ~~s~~ of Separation in the following order: non-tenure track (starting with probationary, followed by rolling), tenure-track, then tenured.

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

For faculty on non-tenure appointments, Oregon Tech 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.

For tenure-track bargaining unit members, Oregon Tech will provide at least one hundred and five (105) days' notice given prior to expiration of the appointment;

For tenured bargaining unit members, Oregon Tech will provide at least one hundred and twenty (120) 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.

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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 Oregon Tech may provide such notice as is deemed possible by the President given the circumstances requiring the declaration.

Section 6. Reassignment and Assistance.

(A). Prior to the effective date of separation in Section 5, above, Oregon Tech will make a good faith effort to place bargaining unit members affected within Oregon Tech in vacant faculty positions for which they are ~~competitively~~ qualified as determined by the Provost or designee. If this effort fails, Oregon Tech shall make reasonable efforts to identify for bargaining unit members vacant positions ~~outside of the bargaining unit~~ within Oregon Tech for which they are ~~competitively~~ qualified.

(B). After the effective date of separation, Oregon Tech shall assist bargaining unit members in finding suitable employment elsewhere by providing such services as verification of employment and continued use of Oregon Tech email and library privileges. Bargaining unit members who retain email and library privileges agree to do so consistent with Oregon Tech's terms of use for university email and library electronic access, and further agree to hold Oregon Tech harmless for any misuse of these privileges.

This assistance shall continue for a period not to exceed ~~twenty four (24) eighteen (18) consecutive months~~ ~~twenty seven (27) months~~ ~~one (1) year~~ from the date of separation.

Section 7. Recall Rights. Bargaining unit members separated from employment under Section 5, above, shall have a right to be recalled to the same position from which they were separated should Oregon Tech reinstate that position, provided they remain competitively qualified, ~~for a period not to exceed of~~ ~~twenty four (24) eighteen (18) consecutive~~ ~~twenty seven (27) months.~~ A department, College, or the Library in which a separation under Section 5 is in effect may not hire a new bargaining unit member to the same or similar position until all separated individuals eligible for recall have been offered reinstatement. ~~This right shall not exceed a period of one (1) year from the date of separation.~~

A bargaining unit member who is offered reinstatement shall have no ~~fewer less~~ than ~~twenty one (21) fourteen (14) thirty (30)~~ calendar days to accept the offer. If the offer is refused, the bargaining unit member shall have no further right to be recalled.