

## ARTICLE 14 RETRENCHMENT

A. Temple shall have the right, upon such notice as indicated in Section H below, to dismiss faculty members under the two following circumstances:

1. A demonstrably *bona-fide* financial exigency, or
2. As a result of *bona-fide* formal discontinuance of a program or department of instruction.

B. For purposes of this Agreement a dismissal for either of these circumstances shall be referred to as “Retrenchment.” Before sending notices of termination because of retrenchment, consultation on the proposed retrenchment shall take place with the Chairperson of any department or program affected and the Dean and College or School curriculum committee of any College or School affected. Also, the Educational Program and Policies Committee of the Faculty Senate shall be advised of the proposed retrenchments.

1. Following the completion of the consultation process, there shall be a meeting with TAUP upon reasonable notice, not to exceed two (2) weeks, to discuss the rationale for and implementation of such retrenchment.

2. At this meeting, Temple shall provide TAUP with: a list of bargaining unit members designated for possible retrenchment along with their date of hire, department, date of tenure and rank; a list of sections being taught by nontenure-track faculty and part-time/adjunct faculty; a list of tenure-track searches where authorizations to hire exist; and a list of suitable open positions in accordance with Section E below.

C. If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to TAUP. The notification date of a retrenchment notice shall be the recorded date of the certified mailing by Temple.

D. Retrenchment is one of the most serious steps an institution of higher learning takes. Attempts will continue to be made to increase revenue by all feasible means.

1. Before terminating faculty members because of retrenchment, Temple will first utilize possible temporary alternative assignments and then make reasonable efforts to place the affected faculty members in other suitable positions.

- a. Before sending a notice of retrenchment to a tenured faculty member, Temple shall offer such tenured faculty member a temporary alternative assignment, in accordance with Article 20, to teach a full workload, provided that

- (i) there is a full workload available which would otherwise be taught by full-time nontenured faculty members or part-time/adjunct faculty members, and

- (ii) the tenured faculty member has the requisite skills and abilities after orientation, if appropriate, to teach such courses.

In the event that more than one tenured faculty member is affected and there is not a sufficient workload for each, Temple shall follow the order of priorities set forth in this Article. Such faculty members shall have two (2) weeks from date of notification to inform Temple of their willingness to accept such assignment.

b. The released tenured faculty member's position will not be filled with a replacement within a period of three years unless the released faculty member has been offered, by order of seniority, re-employment in a tenured position (with at least their previous rank and salary) and at least one month within which to accept or decline.

c. An untenured, tenure-track faculty member's position will not be filled for a period of two years without prior notification to the released faculty member that candidates for the position are being sought.

E. Suitable positions for reassignment of tenured faculty within Temple are:

1. Other teaching positions;
2. Academic Professional positions;
3. Assignment in the university libraries.

F. The bargaining unit status of the new positions will be determined by the duties associated with that position and the past decisions of the Pennsylvania Labor Relations Board.

G. For positions outside the TAUP Bargaining Unit, the faculty member's tenure status and salary may be changed at the end of the 12-month period. At the time the position is offered to the faculty member, Temple will inform the faculty member of the tenure status and pay rate which the position will have at the end of the 12-month notice period.

1. The salary and seniority of a faculty member moving to a new assignment within the TAUP Bargaining Unit shall not be reduced by that move.

2. If a retrenched tenured faculty member applies for and is accepted for an authorized academic professional position, the faculty member shall have regular appointment in that new position effective upon the first day of appointment in that position.

3. If a retrenched tenured faculty member applies for and is accepted for a tenure-track position in another department, the faculty member's seniority and tenure shall be carried to the new department.

4. In filling vacancies within the TAUP Bargaining Unit, Temple shall give first consideration to a retrenched tenured faculty member in considering the qualifications of applicants for the position. Qualifications shall include appropriate academic credentials, present ability to perform the work required, quality of prior job performance, and potential for growth and achievement in the new job.

5. Reasonable efforts shall be defined as Temple's obligation to bring position vacancies to the attention of retrenched tenured faculty, and resumes of retrenched faculty shall be made available to those responsible for filling such vacant positions. Copies of such position vacancies shall be forwarded to TAUP.

H. Written notice that employment is to be terminated because of retrenchment shall be given as follows:

1. For an untenured tenure track faculty member holding a first one-year contract, at least three (3) months;

2. For an untenured tenure track faculty member holding a second one-year contract or a third one-year contract, at least six (6) months;

3. For an untenured tenure-track faculty member who has either:

a. Completed three (3) or more years of service at Temple, or

b. Been issued a three (3)-year contract at the time of first appointment to Temple, at least twelve (12) months.

4. For tenured faculty, at least twelve (12) months.

5. For nontenure-track faculty, notice equivalent to the period of notice of nonrenewal under Article 16.

6. In each case, equivalent severance salary may be substituted providing it is mutually agreeable to Temple and the affected faculty member.

7. During the twelve (12) month notice period, a faculty member who has indicated a willingness to accept an alternative assignment as per Section D shall continue to be entitled to an alternative assignment if a workload becomes available during the twelve-month notice period. If a workload becomes available and is accepted, the letter of retrenchment shall be rescinded.

I. The order of retrenchment for faculty within a department or program of instruction shall be:

1. Part-Time Faculty-

2. Nontenure-track faculty with fewer than five (5) years of service, with individual decisions based upon such important factors as affirmative action goals, academic excellence, years of service, and programmatic needs.

3. Nontenure-track faculty with five (5) years of service or greater with individual decisions based upon such important factors as affirmative action goals, academic excellence, years of service, and programmatic needs.

4. Untenured tenure-track faculty, with individual decisions based upon such important factors as affirmative action goals, academic excellence, and years of service.

5. Tenured faculty, provided that the faculty member with the least number of years of service to Temple University shall be released first.

a. In the event of identical number of years, the faculty member with the fewest number of years since achieving tenure shall be released first.

b. In the event of identical number of years since achieving tenure, the faculty member of lowest rank shall be released first.

c. A tenured faculty member can be retrenched in an order other than by seniority only if Temple justifies (in writing) that they cannot perform work which is essential to the continuation of their department or program, while another tenured faculty member of lesser seniority (who would continue to be employed instead of the faculty member of greater seniority) can do this essential work.

d. Time spent on unpaid leave, prior to July 1, 1983 not connected with the receipt of an educational or research/creative award, shall not accrue as years of service under Section I.5(a), (b) and (c) above.

e. Time spent by tenured faculty on unpaid leave which commenced on or after July 1, 1983, and as approved by Temple on an annual basis, shall accrue as years of service under Section I.5(a), (b) and (c).

6. Any faculty member retrenched may utilize the grievance and arbitration provisions of this Agreement.