ARTICLE 31

TENURE RELINQUISHMENT PROGRAM

Section 1. Eligibility. Bargaining unit faculty members in the Tenure-Track and Tenure classification who have been employed by the University for 12 or more years after earning tenure are eligible for the Tenure Relinquishment Program (TRP).

Section 2. Notification. Bargaining unit faculty members who wish to participate in the TRP shall notify their department or unit head no later than the start of the Winter term proceeding their first year in the TRP. TRP years will start on September 16 and run until the following September 15 for 9-month faculty and July 1 to June 30 for 12-month faculty.

Section 3. The Tenure Relinquishment Program. Bargaining unit faculty members who enter the TRP will have five years of guaranteed employment with decreasing FTE in each year. FTE distribution can be adjusted in any year by documented mutual agreement.

Year 1. The bargaining unit faculty member will have a 1.0 FTE contract. Their workload will be distributed according to the standard professional responsibilities of their unit, which includes their right to agree to individual modification of their unit’s standard workload. They will retain all the rights and responsibilities of a bargaining unit faculty member in the Tenure-Track and Tenured classification.

Year 2. The bargaining unit faculty member will have at least an 0.80 FTE contract. Except by documented mutual agreement, the expectations for their research will be decreased. They will retain all the rights and responsibilities of a bargaining unit faculty member in the Tenure-Track and Tenured classification.

Year 3. The bargaining unit faculty member will have at least a 0.60 FTE contract. Except by documented mutual agreement, the expectations for their research and teaching will be decreased proportionately. [E.g., a standard 40-40-20 expectation would now be a 20-20-20 appointment.] They will retain all the rights and responsibilities of a bargaining unit faculty member in the Tenure-Track and Tenured classification.

Year 4. The bargaining unit faculty member will have at least a 0.40 FTE contract. Except by documented mutual agreement, they will have no expectations for their research. Their remaining appointment will either be split evenly between teaching and service or be an increased teaching and a decreased service assignment. They will have the same rights and responsibilities as a bargaining unit faculty member in the Career classification.
Year 5. The bargaining unit faculty member will have at least a 0.20 FTE contract. Except by documented mutual agreement, their appointment will be split evenly between teaching and service. They will have the same rights and responsibilities as a bargaining unit faculty member in the Career classification.

Section 4. Benefits. Bargaining unit faculty members will continue to receive all benefits faculty are entitled to through the CBA, university policy, and state law. Bargaining unit faculty members in Year 4 and Year 5 may not qualify for public employee health care (Article 27) or accrue retirement benefits (Article 29).

Section 5. Buyout. Bargaining unit faculty members who wish to buy out of the TRP can do so by notifying their department or unit head before June 30 of the year preceding the year they wish to buy out. Bargaining unit faculty members who buy out of the TRP will be entitled to the base salary they would have earned in the next TRP year. They will receive their buyout no later than September 15. They will forfeit their rights to the remaining years in the TRP and have no right to further employment at the university.

[Ex. 1 - A 9-month bargaining unit faculty member who notified their department head before the start of Winter term 2021 that they wished to enter the TRP would be in Year 1 of the TRP effective September 16, 2021.]

If they notified their department head before June 30, 2021 that they wished to buy out of the TRP, they would receive 100% of their 2020-21 base salary at 1.0 FTE. They would have no further employment rights at the university.

Ex. 2- A 12-month bargaining unit faculty member who notified their department or unit head before the start of Winter term 2021 that they wished to enter the TRP would be in Year 1 of the TRP effective July 1, 2021.

If they notified their department or unit head before June 30, 2022 that they wished to buy out of the TRP, they would receive 80% of their 2021-22 base salary. They would have no right to further employment at the university.]

Section 6. Reviews. Once a bargaining unit faculty member has entered the TRP, all reviews can be waived by mutual agreement. In the event there is a mutual agreement to waive a merit review, the bargaining unit faculty member’s salary will count toward the appropriate merit pool, but they will not be eligible for a merit raise.

Section 7. Continued university employment. Bargaining unit faculty members who have completed or bought out of the TRP have no right to further employment at the university. Any future university employment must be by mutual agreement.

Section 8. Other retirement option. Bargaining unit faculty members in the Tenure-Track and Tenure classification who have not been employed by the
University for 12 years after earning tenure or who wish to relinquish their tenure
and leave the university without entering in the TRP can do so at any time by
notifying their department or unit head of the date on which they intend to leave the
university.

Section 9. Retirement benefits. Bargaining unit faculty members in the TRP who
are eligible to collect retirement benefits are responsible for ensuring they do not
work more hours or earn more income per year than allowed by their retirement
plan.

Section 10. Until July 1, 2022, eligible bargaining unit faculty have the option to
participate in the Tenure Relinquishment Plan described above or the Tenure
Reduction Plan described below. No new faculty will be allowed to enroll in the
Tenure Reduction Plan after July 1, 2022.

Tenure Reduction Plan
Section 11. Eligibility. To be eligible for either option under the Tenure
Reduction Program (TRP), a bargaining unit faculty member must be a tenured
faculty member and must be eligible to retire or become eligible to retire (as
defined in Article 15, Academic Classification and Rank) (eligible to collect
state retirement funds) within three years.

Section 12. TRP Options.

Tenure Reduction Option. A bargaining unit faculty member must sign up for the
tenure reduction option at least one term but not more than three years prior to their
expected retirement from the University. The bargaining unit faculty member will
receive a one-time increase of 6% of their base salary effective at the beginning of
the academic term following the signing of a TRP letter of agreement with the
Provost or designee.

After the faculty member’s retirement, the faculty member is eligible to work with
reduced tenure (0.33 annual FTE for 9-month employees, 0.25 annual FTE for 12-
month employees) on agreed-upon TRP assignments for five years. Department and
unit heads will determine the TRP assignments in consultation with the retired
bargaining unit faculty member. It is the responsibility of the bargaining unit faculty
member to ensure that they do not work more hours or earn more income per year
than is allowed by their retirement plan.

Tenure Relinquishment Option. A bargaining unit faculty member must sign up for
the tenure relinquishment option at least one term but not more than three years prior
to expected retirement from the university. The bargaining unit faculty member will
receive a one-time salary increase of 6% of their base salary effective at the
beginning of the academic term following the signing of a tenure relinquishment
letter of agreement with the Provost or designee. Bargaining unit faculty members
electing the tenure relinquishment option do not have the automatic right to receive any post retirement appointments.

4 **Section 13. Future Salary Increases.** Bargaining unit faculty members with a signed agreement for either option will be eligible for merit salary increases and will receive any across the board/COLA increases distributed prior to the end of their agreement period as if they were in the Tenure-Track and Tenured faculty classification.