ARTICLE 31. TENURE TRANSITION 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 Transition Program (TTP TRP). Bargaining unit faculty members with executed agreements under the Tenure Reduction Program (TRP) or who elect the Tenure Relinquishment Option (TRO) below are not eligible for TTP.

Section 2. Notification Agreement. Bargaining unit faculty members who wish to participate in the TRP Tenure Transition Program shall notify their department or unit head no later than the start of the Winter term proceeding their first year in the TRP. and sign a letter of agreement with the Office of the Provost to enter TTP. 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 Transition Program. Bargaining unit faculty members who enter the TRP Tenure Transition Program will have five three years of guaranteed employment with decreasing FTE in each year. These appointments will be memorialized in a three-year TTP contract that will provide the start and end date, the FTE in each year, and a statement that other terms are as provided for in the CBA. FTE distribution can be adjusted in any year by documented mutual agreement.

Year 1. The bargaining unit faculty member will have a 1.0 0.66 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. Except as set forth below, 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 a 0.80 0.50 FTE contract. Except by documented mutual agreement, the expectations for their research will be decreased. Except as set forth below, 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 a at least a 0.60 0.33 FTE contract. Their remaining appointment will either be split evenly between teaching and service or be an increased teaching and a decreased service assignment. Except as set forth below, they will have the rights of the Career classification. 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.
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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 to accrue or receive retirement benefits (Article 29).

Section 5. Buyout Termination of TTP Contract. The university may terminate the three-year TTP contract by providing the bargaining unit member with sixty days’ notice of its intent to terminate the contract. Upon termination, the university will pay the bargaining unit member an amount equal to the faculty member’s base rate for the current academic year, prorated by FTE, if the notice is provided on or before April 15th, or for the following academic year, if notice is provided after April 15th. Payment under this section will be provided within ninety days of the university’s notice of intent to terminate. Bargaining unit faculty members in TPP may notify their department head at any point that they are interested in early termination of their TPP contract. Although not guaranteed, the university will consider the faculty member’s request and offer early termination when operationally possible. This section and the university’s obligation to pay out the TPP contract apply to terminations described in this section. The university is not obligated to pay out TPP contracts in other instances such as voluntary resignation or for cause terminations provided for in Article 24. 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 After termination under this section, resignation, or at the expiration of their TTP contract, the bargaining unit faculty member has forfeit their rights to the remaining years in the TRP and have no right to further employment at the university.

Section 6. Reviews. Once a bargaining unit faculty member has entered the TTP 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. Bargaining unit members in TTP are not eligible for sabbatical, promotion, or any raises associated with post tenure review.
Section 7. Continued university employment. Bargaining unit faculty members who have completed or bought out of the TTP TRP have no right to further employment at the university. Any future university employment must be by mutual agreement.

Section 8. Retirement and TTP. Bargaining unit members who are eligible to retire as defined in Article 15, Academic Classification and Rank (eligible to collect state retirement funds), may do so during or upon beginning TTP. Retired bargaining unit faculty members in TTP have the rights generally associated with the Retirement classification. Section 9. Retirement benefits. Bargaining unit faculty members in the TTP TRP who are eligible to collect retirement benefits are responsible for complying with the requirements and limitations of their respective retirement plan including but not limited to ensuring they do not work more hours, or earn more income per year than allowed by their retirement plan.

Tenure Reduction Plan – Tenure Relinquishment Option

Section 9. Until July 1, 2022, in lieu of selecting the Tenure Transition Program above, eligible bargaining unit faculty members have the option to elect to participate in the Tenure Reduction Plan (TRP) described above or the Tenure Relinquishment Option Plan described below. No new faculty will be allowed to elect enrollment in the Tenure Relinquishment Option Plan after July 1, 2022.

Section 10. Eligibility. To be eligible for the Tenure Relinquishment Option (TRO) 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. Bargaining unit faculty members with executed agreements under the Tenure Reduction Program (TRP) or who elect the Tenure Transition Program (TTP) are not eligible for the Tenure Relinquishment Option (TRO).

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.

Section 11: 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 Office of the Provost or designee. Bargaining unit faculty members electing the tenure relinquishment option will relinquish tenure and separate from the university at the end of their tenure relinquishment agreement. Bargaining unit faculty members electing the tenure relinquishment option do not have the automatic right to receive any post retirement appointments.

Section 12. Future Salary Increases. Bargaining unit faculty members with a signed agreement for either TTP or TRO 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. Faculty members with agreements under this Article are not eligible for merit increases.

Section 138. Other Traditional Retirement. Bargaining unit faculty members who are eligible to retire may retire. 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.