

## ARTICLE 12

### RETRENCHMENT

#### 12.01 Principles

In the event that the College foresees the need for retrenchment of full-time faculty, exclusive of faculty positions funded through grants, during the term of this Agreement, it shall immediately request in writing negotiations with the Association over the impact of such retrenchment. The parties shall, in these negotiations, consider many factors, including, but not limited to, natural attrition, voluntary early retirement, retraining, transfers, order of faculty retrenchment, and recall rights.

#### 12.02 Procedure

##### A. Layoff Unit

1. The College may find it necessary to reduce the number of faculty due to budgetary constraints or shifting operational needs. When implementing a retrenchment, the College will prioritize based on the effect that reduction or elimination will have on the mission and goals of the College.
2. A retrenchment of positions may occur in any layoff unit as defined by the College. A layoff unit may be comprised of any operational or administrative unit including but not limited to departments, programs, centers, campuses, offices, institutes, disciplines or sub-disciplines, or divisions.
3. Prior to implementing a retrenchment, the College will assess the workforce and select the layoff units for the retrenchment. In all instances, the needs of the College will be the primary consideration in determining the units selected for the retrenchment.

##### B. Selection Criteria of Faculty for Retrenchment

1. No tenured faculty member shall be terminated if full-time faculty members on annual contract are retained in the same layoff unit to teach courses the tenured faculty member is qualified to teach.
2. When considering retrenchment within a layoff unit, the College will use these criteria, in the following order:
  - a. Needs of the College, as determined by the College,
  - b. In the order listed: faculty rank, years in rank, years in the layoff unit, years at the College, and highest in-field degree/credential.
  - c. Job performance, as determined by the two most recent annual evaluations.

#### 12.03 Recall

Should a terminated position be reopened or another position for which a separated faculty member is qualified be created or become vacant and available within twenty-four (24) months of the date of separation because of retrenchment, such position shall be made available to the separated faculty member(s) according to the following procedures:

- a. The College shall determine whether such a position(s) is(are) vacant and available. Such position(s) shall not be open to new faculty members until and unless the procedure specified in Section 12.03.c. below is satisfied.
- b. The College shall provide notice of recall by return receipt, certified letter to the separated faculty member's last known home address. Concurrently, the College shall provide the Association with a list of those faculty members notified of possible recall.
- c. The faculty member shall have thirty (30) calendar days from the date notification is postmarked in which to respond to the recall notice. If written response is not received by the College within that time, or if the faculty member declines the position, the College may commence normal hiring procedures.

Should more than one separated faculty member be qualified for a vacant position, recall shall be implemented using the retrenchment criteria specified in Section 12.02, but in reverse order.

The academic rank, salary, retirement benefits, leave credits, and years of service in the layoff unit to which a recalled faculty member is entitled shall be the same as if there had been no break in service.

#### **12.04 Retrenchment Options**

##### **A. Employment Options**

Should the College foresee the need to retrench faculty positions, the following options shall be available to the faculty members identified for separation and who, in the determination of the College, can acquire in the allowable time the additional education necessary to meet the credentialing requirements for identified and available teaching positions.

1. In those areas where identified teaching positions are vacant and available, the College shall provide the assistance specified in Section 12.04A.1.c. and d. to help the faculty member acquire the additional education necessary to meet the credentialing requirements for such a position. The period covered by this assistance shall be referred to hereafter as the retraining period.
  - a. If approved, the program of additional education must be completed within twenty four (24) months of its mutually agreed upon starting date, at the end of which time the faculty member must be fully qualified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and College credentialing requirements to teach in the new area.
  - b. The program of study must meet the College's program needs and be approved in advance by the Vice President of Academic Affairs of the College. Placement of the faculty member in the vacant teaching position shall be contingent upon successful completion of the program.
  - c. During the retraining period, the College shall offer the faculty member up to a 164-day contract year of professional leave of absence with full salary and benefits to enroll full-time in the approved program of study. The College shall offer the faculty member up to another 164-day contract year of unpaid professional leave to continue full-time enrollment in courses required in the approved program of study.

The College shall continue to pay a portion or all of the faculty member's health insurance premiums during the second year of full-time enrollment defined above. The determination of the length of paid leave, unpaid leave, or paid health insurance premiums offered is at the sole discretion of the College.

- d. If the College determines funds are available, the College shall reimburse the faculty member for the instructional fees of the education program, provided all state and College policies regarding the use of such funds are satisfied. Faculty pursuing an approved retraining program shall be given preference for Staff and Program Development funds.
  - e. Upon successful completion of the approved program of study, the faculty member who is awarded professional leave of absence under this plan will be obligated to return to the College to work as a full-time employee for a post retraining period of four terms, two (2) additional 164-day contract years, immediately following completion of the leave, with the College retaining the right to waive the obligation.
  - f. If a faculty member fails for any reason to fulfill the foregoing obligation to return to work during the entire post retraining period, then he or she shall be obligated to repay the College a pro-rata portion of the total monetary sums and benefits paid to, or on behalf of, the faculty member during the portion of the post retraining period that the faculty member failed to work. The amount to be repaid shall be determined by dividing the number of days that the faculty member failed to work during the post retraining period by the number of days that the faculty member agreed to work, times the total gross compensation including benefits, plus instructional fees, paid to the faculty member during the retraining period. The faculty member's obligation to repay shall commence immediately upon the termination of the faculty member's full-time employment.
  - g. In the event that catastrophic circumstances beyond the control of the faculty member prevent timely completion of the agreed upon program of study, the College shall make a good faith effort to identify a mutually satisfactory solution.
  - h. If a faculty member abandons or does not successfully complete the approved program of study for reasons other than those specified in Section 12.04A.1.g., that faculty member shall not be eligible for recall as described in Section 12.03 of this Agreement.
2. In those cases where the College can determine that a faculty member has the qualifications necessary for employment in a career service position which is vacant and available, and if the faculty member has provided a properly dated letter of resignation from his or her teaching position, the College shall offer the faculty member employment in that career service position on a temporary or career track basis according to the qualifications of the individual and the needs of the College.
    - a. If the College should offer and the faculty member accepts such a position during an academic year, the College shall honor the salary portion of the faculty contract for the remainder of that academic year. Should the position continue after that time, the career service salary schedule shall then apply.
    - b. If the College should offer and the faculty member accepts a career service position, the faculty member will not be eligible for recall as described in Section 12.03 of this Agreement. A faculty member accepting a temporary position at the College,

either through the College's contracted temporary employment agency or as an adjunct instructor, retains such recall rights.

**B. Additional Options**

In the event of retrenchment, nothing in this article shall preclude the negotiation of additional options such as, but not limited to, voluntary early retirement, leave without pay, or severance pay.