

of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

Proposal: UNV0004
Date: May 21, 2020

APPENDIX N: Tenure Relinquishment Side Letter of Agreement
WESTERN OREGON UNIVERSITY

TENURE RELINQUISHMENT SIDE LETTER OF AGREEMENT
to the Collective Bargaining Agreement between
Western Oregon University and
the Western Oregon University Federation of Teachers, Local 2278, AFT, AFL-CIO
Dated July 1, 2020 through June 30, 2021.

Western Oregon University and the Western Oregon University Federation of Teachers, Local 2278, AFT, AFL-CIO hereby mutually agree to a tenure relinquishment program separate and distinct from the Gradual Retirement Program described at Appendix I to the 2018-2020 collective bargaining agreement between Western Oregon University and the Western Oregon University Federation of Teachers, Local 2278, AFT, AFL-CIO ("WOU-WOUFT Collective Bargaining Agreement"). Under this Side Letter of Agreement ("Side Letter"), an eligible faculty member may relinquish indefinite tenure and retire/resign from the University in exchange for certain benefits identified below. Under this Side Letter and in order to attain the benefits this Side Letter provides, the faculty member must retire/resign from the University on June 30, 2021. Satisfactory service in the final year of employment is a prerequisite to participation under this Side Letter. This Side Letter will be effective for the 2020-2021 academic year. After the faculty member's retirement on June 30, 2021, the faculty member would be eligible to return to teach in subsequent academic years, at the sole discretion of the University, as a non-tenure track faculty member at an FTE less than 0.5, compensated at the applicable rate for non-tenure track faculty members in force at the time of appointment. The following outlines the requirements for tenure relinquishment under this Side Letter:

- 1) By October 31, 2020, the faculty member will complete the attached agreement to relinquish tenure, effective on or about June 15, 2021, and retire/resign from the University, effective June 30, 2021.
- 2) Upon receipt of the application and confirmation that the faculty member is tenured and eligible for participation for tenure relinquishment and retirement/resignation under this Side Letter, the faculty member will have their salary restored to that faculty member's 2019-2020 salary rate under Article 16, Section 4.A.6 of the WOU-WOUFT Collective Bargaining Agreement, retroactive to September 15, 2020. The 2019-2020 salary rate for faculty participating in the tenure relinquishment plan under this Side Letter will continue through the academic year 2020-2021.
- 3) After tenure relinquishment on June 30 of the applicable academic year, the faculty member, if returning in subsequent academic years to serve as a non-tenure-track faculty member at an appointment less than 0.5 FTE, is responsible to ensure compliance with relevant rules and policies governing their employment and participation in their specific retirement program such as the Public Employees Retirement System (PERS) or other retirement programs, including, but not limited to, and hour limitations.

IT IS SO AGREED:

FOR Western Oregon University:

Dr. Rex Fuller, President

Carson Campbell, Bargaining Representative

FOR Western Oregon University Federation of Teachers, Local 2278, AFT, AFL-CIO

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Full Tenure Relinquishment Application and Agreement

Name _____ University ID _____

Department _____ Rank _____

College/Division _____ Date Submitted: _____

If granted approval to participate in the *Full Tenure Relinquishment Program*, I hereby acknowledge and voluntarily agree to the following:

I relinquish my indefinite tenure effective _____ and retire from the University effective _____. I have attached a letter of resignation/retirement consistent with this application and copies of the necessary paperwork filed with the Public Employees Retirement System (PERS) documenting my June 30 _____ retirement from Western Oregon University.

I understand that in consideration of relinquishment of my tenure and appointment and retirement from the University, [my 2020-2021 salary will be affected by being changed, effective September 15, 2020, to my salary figure in the academic year 2019-2020 under Article 18, Section 4.A.6 of the 2018-2020 collective bargaining agreement between Western Oregon University and the Western Oregon University Federation of Teachers, Local 2278, AFT, AFL-CIO \("WOU-WOUFT Collective Bargaining Agreement"\)](#). Under this provision, I will not be eligible for the Gradual Retirement Program described in Appendix I of the [same WOU-WOUFT Collective Bargaining Agreement](#).

I understand that, after my retirement from Western Oregon University, I may, in the sole discretion of the University, teach as a non-tenure track faculty member at an FTE of less than 0.5. I understand that, if I am employed as a post-retirement non-tenure track faculty member, I will be compensated as a non-tenure track faculty member without regard to my former salary as a tenured faculty member.

I acknowledge, if I am employed as a post-retirement non-tenure track faculty member, that I am personally responsible for knowing and adhering to the terms of my retirement plan, including without limitation those that may apply to a post-retirement position with Western Oregon University (e.g., PERS 1039 hour limit).

I understand that continuation of my participation in the *Full Tenure Relinquishment Program* during the term of the Agreement is contingent upon fully satisfactory service as determined by the University, consistent with the WOU-WOUFT Collective Bargaining Agreement.

I understand that this appointment is subject to the all University policies and procedures governing employment, as applicable, and the WOU-WOUFT Collective Bargaining Agreement. When signed by all parties, this Agreement is incorporated into the faculty member's employment agreement for the final academic year of employment with the University.

Faculty Member _____ Date _____

For University Use Only:
Approved Appointment Begin Date _____ and End Date _____

Current Annual Salary Rate: _____ Revised Annual Salary Rate for Final Year: _____

APPROVED BY:

Division Chair _____ Date _____

Dean _____ Date _____

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Provost

Date

