

**Article 29 - RETRENCHMENT**

Revise Section A.1 to read:

- A. 1. Notice of the possibility of retrenchment will be sent electronically by the respective ~~PASSHE~~ **State System** University to the local APSCUF Chapter President with a copy to the State APSCUF President no later than August 1 for any **notice(s) of retrenchment(s)** that may **be issued in** ~~occur effective at the end of~~ the subsequent academic year.

Revise Section D to read:

- D. 1. Before **issuing a notice of retrenchment to** ~~retrenching~~ an ACADEMIC FACULTY MEMBER **pursuant to Section F.1. of this Article**, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units **through inter-departmental transfer pursuant to Article 7, Section B.6. of this agreement**. When an ACADEMIC FACULTY MEMBER has been a member of more than one (1) department and he/she is retrenched from his/her current department, he/she shall have the right to return to a previous department as follows:
- a. If he/she left the previous department less than five (5) years prior to his/her retrenchment from his/her current department, he/she shall have the right to return, if qualified; and
  - b. If he/she left five (5) or more years prior to his/her retrenchment, he/she shall have a right to return, if qualified, but only with the approval of the department or the President, **or his/her designee**.
2. Before **issuing a notice of retrenchment to** ~~retrenching~~ an ADMINISTRATIVE FACULTY MEMBER **pursuant to Section F.1. of this Article**, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units **through inter-departmental transfer pursuant to Article 7, Section B.6. of this agreement**. When an ADMINISTRATIVE FACULTY MEMBER has occupied a position in more than one administrative unit, he/she shall have the right to return to a previous administrative unit and displace an ADMINISTRATIVE FACULTY MEMBER with less seniority.
3. **The qualifications for placement under Section D of this Article shall be the appropriate qualifications for the approved position as recommended by the department and approved by management and as documented in the position description.**
4. **Actions or inactions of bargaining unit members with regard to placement under Section D of this Article shall not be grievable.**
5. A FACULTY MEMBER who has received a letter of retrenchment shall have the

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opportunity to apply for vacancies with the same hiring rights as stated in the preferential hiring rights and preferred rehiring provisions of Sections G. and J. of this Article.

Revise Section E. to read:

E. The FACULTY MEMBERS in the department, program or administrative unit where retrenchment notices have been issued shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment, if the FACULTY MEMBERS who remain in the department, program or administrative unit have the qualifications **as recommended by the department and approved by the dean** to teach the remaining courses or perform the remaining duties. Where such voluntary agreements are made, the date of the original notice of retrenchment to the FACULTY MEMBERS in the department, program or administrative unit shall be considered the date of notice to the FACULTY MEMBER who has voluntarily agreed to be retrenched. The opportunity to reach voluntary agreement shall end sixty (60) days after notice is given. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

Add new Section F.2 to read:

2. **The effective date of retrenchment shall be the day before the start of the following academic year pay cycle.**

3. A retrenched FACULTY MEMBER shall be entitled to such unemployment compensation benefits as authorized by law.

Revise Section G to read:

G. 1. A FACULTY MEMBER retrenched from his/her University shall within a period of time equal to his/her length of service at that University, or three (3) years from his/her date of retrenchment ("furlough period"), whichever is less, be given preference with respect to a FACULTY vacancy which is covered by this Collective Bargaining Agreement for which he/she applies at another University, if deemed qualified by the receiving department. His/her name then shall be forwarded to the President of the receiving University, **or his/her designee**, who shall consider whether or not he/she is qualified. If the President of the receiving University, **or his/her designee**, determines such FACULTY MEMBER to be qualified, he/she shall be appointed. The FACULTY MEMBER shall be considered for appointment by the President of the receiving University, **or his/her designee**, before, and independent of, all other applicants; provided, however, that where there are FACULTY MEMBERS on a preferred rehiring list at the receiving University, the rehiring rights of those **FACULTY MEMBERS** ~~faculty members~~ shall take priority over the preferential hiring rights of retrenched FACULTY MEMBERS from another University. Notice concerning vacancies at a particular University shall be posted at that University and a copy of such notice shall be sent by electronic mail to APSCUF headquarters in Harrisburg, to the Office of the Chancellor, and to each retrenched FACULTY MEMBER. Retrenched FACULTY MEMBERS must indicate their interest in any such vacancy for which they feel they are

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qualified by sending a letter of application, together with other appropriate documentation, to the President of the University where the vacancy exists, **or his/her designee**, within thirty (30) calendar days after the date the notice of the vacancy is posted (referred to in this subsection as the "Notice Period"); provided that, if there are fewer than ten (10) days between the date when the FACULTY MEMBER first receives his or her notice of retrenchment in the academic year, pursuant to Section F.1. of this Article, and the end of the Notice Period, the Notice Period shall be extended for ten (10) additional days for any faculty member receiving a retrenchment notice within the extended notice period. Under no circumstances shall the Notice Period extend beyond 40 days from the original date of the posting. If more than one (1) retrenched FACULTY MEMBER applies to fill a vacancy at another University during this Notice Period, they shall be given the preferential consideration specified above, in order of seniority; provided, however, that the process of considering all such retrenchee applicants shall not exceed thirty (30) calendar days from the end of the Notice Period. Letters of application which are received after the end of the Notice Period shall receive no preferential rights with respect to the vacancy but shall be considered along with and in the same fashion as all other applicants for the vacancy.

Preferential hiring rights at another University do not extend to: (a) temporary part-time faculty vacancies that are less than fifty percent (50%) (6 workload hours per semester) of a regular full-time equivalent (FTE); (b) summer employment; or (c) winter session. A retrenched FACULTY MEMBER shall have preferred rehiring rights to such positions at the University from which the FACULTY MEMBER was retrenched.

A retrenched FACULTY MEMBER appointed at another University in accordance with the foregoing shall be appointed at any step of his or her rank at the time of retrenchment ~~or at any step of the rank immediately below~~; however, retrenched FACULTY MEMBERS appointed to positions funded with grant monies may be appointed at the rank stated in the notice of vacancy at whatever step the President, **or his/her designee**, deems appropriate.

2. When a retrenched FACULTY MEMBER applies for consideration for a vacancy at another University in accordance with Section G.1. above, the normal search and screen process shall not apply to retrenched applicants. **The qualifications for preferential hire under Section G.1. above shall be the appropriate qualifications for the approved position as recommended by the department and approved by management and as documented in the position description.**

Add new Section I.2 to read

I. 1. A retrenched FACULTY MEMBER who receives an appointment at another University within his/her furlough period shall, if he/she did not have tenure at the University from which he/she was retrenched, be required to comply fully with the provisions of Article 15, TENURE, at the receiving University as a new FACULTY MEMBER. If he/she had tenure at the University from which he/she was retrenched, then he/she will be granted tenure at the receiving University.

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2. **A retrenched tenured FACULTY MEMBER who receives an appointment at another University within his/her furlough period will be evaluated, irrespective of his/her evaluation cycle at the University from which retrenched, in his/her third year of employment at the receiving University and thereafter will be evaluated pursuant to Article 12, PERFORMANCE REVIEW AND EVALUATION.**

**Example: Retrenched FACULTY MEMBER who has been granted tenure by the University from which retrenched is appointed with tenure at the receiving University effective fall 2015. This FACULTY MEMBER will be evaluated in accordance with Article 12 during academic year 2017-2018. The next fifth year evaluation will be conducted in academic year 2022-2023.**

Revise Section J to read:

J. A FACULTY MEMBER who receives a notice of retrenchment from a University shall be placed on a preferred rehiring list. Each University shall have a separate rehiring list. The least senior FACULTY MEMBER shall be the first name placed on such list. He/she shall be retained on the preferred rehiring list for a period equal to his/her furlough period. ~~Upon separation from the University, the STATE SYSTEM shall provide reimbursement of COBRA premiums paid by a retrenched FACULTY MEMBER for the Faculty Health & Welfare Plan and the State System Group Health Plan, less the applicable active employee premium contribution, for a period of six (6) months or until permanent employment begins, whichever comes first. In addition, the STATE SYSTEM shall continue group life insurance coverage for a retrenched FACULTY MEMBER for a period of six (6) months or until permanent employment begins, whichever comes first, if the group life insurance vendor agrees to make this coverage available for retrenched FACULTY MEMBERS at group rates; if the group life insurance vendor does not agree to this extension of coverage, the STATE SYSTEM shall not be required to provide this additional benefit to retrenched FACULTY MEMBERS.~~ At the University where retrenchment is occurring, no new FACULTY MEMBER will be hired to fill a vacancy for which a retrenched FACULTY MEMBER on the preferred rehiring list is qualified, as determined by the President of the University, **or his/her designee**, in his/her sole discretion, **based upon the appropriate qualifications for the approved position as recommended by the department and approved by management and as documented in the position description**, unless the vacancy first is offered in writing to all such qualified FACULTY MEMBERS on that list, for recall in reverse order of placement. Such offer (which shall be made by registered mail to the last known address of the FACULTY MEMBER and to APSCUF) to qualified FACULTY MEMBERS shall remain open for a period of fifteen (15) calendar days. During the period that a FACULTY MEMBER is on a preferred rehiring list, he/she shall keep the University from which he/she was retrenched and the Chancellor informed of any permanent or temporary change in his/her address. In the event a FACULTY MEMBER rejects in writing an offered position in accordance with the foregoing, or in the event he/she does not respond in writing within said fifteen (15) calendar day period, his/her name shall be passed over, but he/she shall remain on the preferred rehiring list. If a FACULTY MEMBER either rejects in writing two (2) offered full-time positions of one (1) year or more or fails to respond in writing within the above stated time limits to two (2) offered full-time positions of

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one (1) year or more, his/her name shall be removed from the preferred rehiring list and all preference rights under this Article shall cease. Part-time FACULTY MEMBERS shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article 11, APPOINTMENT OF FACULTY.

Revise Section N.1 to read:

- N. 1. Nothing contained within this Article shall be construed as requiring a University to retain more ACADEMIC FACULTY MEMBERS in a department or program or more ADMINISTRATIVE FACULTY MEMBERS in an administrative department or unit than the President, **or his/her designee**, deems to be needed in that department or unit.

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