

PENNSYLVANIA'S STATE SYSTEM OF HIGHER EDUCATION



CALU

CHEYNEY UNIVERSITY



ITUP



MANSFIELD UNIVERSITY

Millersville University



Slippery Rock University

WCU WEST CHESTER UNIVERSITY

Board of Governors Meeting

September 22, 2021



Pennsylvania's
STATE SYSTEM
of Higher Education



Board of Governors Meeting

Special Meeting

AGENDA

Wednesday, September 22, 2021

8:30 a.m. Board of Governors Meeting

1. Roll call
2. Opening remarks
3. Remarks by union leaders
4. Public comment
5. Board consideration - Ratify Various Side Letters with APSCUF (ACTION)
6. Adjournment

Board of Governors' Meeting
September 22, 2021

SUBJECT: Ratify Various Side Letters with APSCUF (**ACTION**)

UNIVERSITIES AFFECTED: Items #1 through #6 – Bloomsburg, California, Clarion, Edinboro, Lock Haven, and Mansfield Universities. Item #7 – all universities.

BACKGROUND: The State System and the Association of Pennsylvania State College and University Faculties (APSCUF) have negotiated six side letters in order to jointly advance the implementation of university integrations approved by the Board of Governors in July 2021. Additionally, the parties negotiated the use of funding received from the Commonwealth to mitigate the impact of ongoing sustainability planning.

Summary of the Side Letters:

1. **Article 6** – Creates a process for the election of new department chairpersons for the integrated universities and identifies work they will perform along with commensurate compensation during the 2021-22 academic year, as well as delegated work for the first year of integration.
2. **Article 12** – Identifies how evaluations will be conducted for various groups of faculty.
3. **Article 15** – Allows existing tenure to transfer to the integrated university. Establishes procedures for the selection of university-wide tenure committees.
4. **Article 16** – Establishes procedures for the selection of university-wide promotion committees. Faculty applying for promotion will be subjected to promotion policies and procedures from their prior university for the first two years of integration.
5. **Article 31E** – Establishes an interim curriculum committee that is comprised of individuals from the existing curriculum committees. Interim curriculum committee will establish processes and procedures to recommend curricular action during the 2021-22 academic year and summer term.
6. **Articles 29 and 34** – Allow for existing faculty at the six universities to seamlessly move to the respective integrated university with their existing seniority.
7. **Retrenchments Side Letter** – Allows for retrenchments to be deferred to future years contingent upon adequate funding received from the Commonwealth for this purpose. Also modifies the Enhanced Sick Leave Payout program from earlier this year to extend the deadline for notices of retirement and increases the payout multiplier in the second window to the higher payout utilized in the first window.

MOTION: That the Board of Governors ratifies the attached side letters and authorizes the Chancellor to execute the appropriate documents.

Supporting Documents Included: (1) Article 6 – Department Chairperson Side Letter; (2) Article 12 – Performance Evaluation Side Letter; (3) Article 15 – Tenure Side Letter; (4) Article 16 - Promotion Side Letter; (5) Article 31E – Curriculum Committee Side Letter; (6) Articles 29 and 34 – Transitions of Employment Side Letter; and (7) Retrenchments Side Letter

Other Supporting Documents Available: N/A

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TENTATIVE AGREEMENT

INTERIM SIDE LETTER

Article 6 – Department Chairpersons

The State System and APSCUF enter into this side letter to adapt the provisions of Article 6 of their collective bargaining agreement to the State System's consolidation plans involving Bloomsburg, Lock Haven and Mansfield Universities in the Northeast, and California, Clarion and Edinboro Universities in the West. This side letter is intended to apply only to the two consolidated universities, and shall not create a precedent for any other types of decisions related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Selection of Integrated Department Chairpersons
 - a. Each integrated department chairperson shall be selected in accordance with the procedures set forth in Article 6, Section B.1.a. of the collective bargaining agreement.
 - b. Integrated department chairperson elections will be held in the fall 2021 semester. The parties will establish which regular FACULTY MEMBERS will be eligible to vote for each integrated department chairperson position. Elections shall be concluded no later than November 15, 2021.
 - c. In the event there can be no agreement as to a mutually acceptable candidate for the office of integrated department chairperson, the Integration Lead President shall have the right to appoint an interim chairperson for a period not to exceed the longer of six (6) months or the end of the semester during which the six (6) month period expires; provided, however, this appointee shall not be an individual rejected by vote of the regular FACULTY MEMBERS of proposed department in the most recent election.
 - d. Integrated department chairpersons shall begin their term for the integrating institution effective with the beginning of the spring 2022 semester. The term of the newly elected integrated department chairpersons shall expire following the next regularly scheduled round of department elections. After consolidation, department chairperson elections shall be conducted at the consolidated universities in accordance with the System-wide schedule established in Article 6, Section B.2. of the collective bargaining agreement.

2. Assistant Chairpersons

The appointment of assistant department chairpersons at the consolidated universities shall be in accordance with Article 6, Section B.4 of the collective bargaining agreement.

3. Integrated Chair Compensation

a. All elected integrated teaching department chairpersons shall receive a workload equivalency of 25% for the spring 2022 semester through the end of the 2021-2022 fiscal year, but will receive no stipend. Integrated department chairpersons of departments of faculty whose basic responsibilities lie primarily outside the classroom and library faculty shall receive a stipend for the spring 2022 semester equal to 25 percent of the amounts reflected at Article 6, Section C.3.a. and Article 23, Section A.2.d., respectively, based upon the number of department faculty (i.e., headcount) in the integrated department.

b. Thereafter, beginning with the 2022-2023 fiscal year, integrated department chairpersons shall be paid a stipend in accordance with Article 6, Section C or Article 23, Section A.2.d, and shall receive workload equivalents in accordance with Article 6, Section D, as applicable. Department size for these purposes shall be determined by the number of department faculty (i.e., headcount).

4. Integrated Department Chair Duties and Responsibilities

a. During the spring 2022 semester through the end of the summer 2022, the expectations of the integrated department chairpersons shall be to prepare for the activities of the consolidated university by engaging in activities such as recommending personnel actions, curricular changes, course offerings, teaching assignments and the department budget. Management will inform the newly elected integrated department chairpersons of the appropriate Dean/Director to send the above noted recommendations.

b. Existing Department Chairpersons at the 6 universities will continue to perform their duties during the spring 2022 semester through June 30, 2022, which may include assisting the integrated department chairpersons for the consolidated universities in the transition. Beginning July 1, 2022 through the end of summer 2022, former teaching department chairpersons shall continue to assist the integrated department chairpersons for the consolidated university.

c. Existing teaching department chairpersons will receive the workload hours for summer compensation in accordance with Article 6.D.3 for the entire summer 2022.

d. In the spring 2022 semester, any integrated department chairperson that is an existing department chairperson at any of the 6 integrating institutions will receive the release time noted in 3.a. above in addition to their existing release time. During the summer 2022, an integrated teaching department chairperson that was an existing department chairperson shall receive a minimum of four and one-half (4.5) workload hours of summer compensation only.

5. Campus Department Lead

a. Effective with the fall 2022 semester and continuing until June 29, 2023, any department that has FACULTY at more than one campus within the consolidated university shall have a campus department lead at each campus within the consolidated university that is a primary work location to FACULTY within the department, but at which the department chairperson is not physically located.

b. If the number of faculty in a teaching department (i.e., headcount) on a single campus within the consolidated university is fewer than five, then for purposes of selecting a campus department lead, the faculty in that department may be combined with up to two other departments by one of the following two methods:

(i) the faculty from the department with fewer than five faculty may be combined with up to two other teaching departments, in a related field, with fewer than five faculty on that campus. The total number of faculty that may be combined for this purpose shall not exceed ten; or

(ii) if approved at Local Meet and Discuss, the faculty from the department may be combined with a larger department on that campus in a related field.

In the event of such a combination of departments for purposes of selecting a single campus department lead to serve those departments, the stipend/workload equivalent of such campus department lead under Section 5.e.1., below, shall be determined based upon the combined number of faculty in those departments (i.e., headcount) at the campus.

c. Selection

The campus department lead shall be elected by majority secret ballot vote of the regular FACULTY MEMBERS of the department at that campus (or the combined departments under Section 5.b., above) and the approval of the President/designee. Elections shall be concluded by March 1, 2022. The campus department lead shall be a tenured FACULTY MEMBER, and if a campus location does not have a tenured FACULTY MEMBER, a tenure-track FACULTY MEMBER may be selected according to the provisions of this paragraph.

d. Duties and Responsibilities

The integrated department chairperson may delegate the below enumerated duties and responsibilities to the campus department lead, to be performed at the campus department lead's campus:

- i. Classroom observations, as required by the collective bargaining agreement, which includes providing the feedback to the faculty member regarding the observation.
- ii. Participate in the search process, in place of the department chairperson separate from the department search committee responsibilities.
- iii. Participate in the formative evaluation of first year tenure-track faculty, as noted in the CBA, in place of the department chairperson.
- iv. Serve as local point of contact with students in the department. (Being a point of contact shall not be construed to be solely APSCUF bargaining unit work)
- v. Work with Department Chair to create and adjust recommended teaching assignments as needed.
- vi. Assist Department Chair to administer teach-out curricula and the transition to an integrated curriculum.

e. Stipend/Workload Equivalent

i. Department of Teaching Faculty

Departmental Faculty Complement at Campus Location (Headcount)	Workload Equivalent
20 or fewer	25%
21 or more	37.5%


ii. Department of Faculty Whose Basic Responsibilities Lie Primarily Outside the Classroom

Departmental Faculty Complement at Campus Location (Headcount)	Stipend
1-5	\$2,187.50
6-10	\$2,500.00
11-15	\$2,812.50
16-20	\$3,125.00


iii. Department of Library Faculty

Departmental Faculty Complement at Campus Location (Headcount)	Stipend
1-5	\$312.50
6-10	\$437.50
11-15	\$562.50
16-20	\$750.00
21-25	\$875.00
26 or more	\$1,000.00

6. In all other respects, the provisions of Article 6 relating to department chairpersons shall apply at the consolidated universities.



 For STATE SYSTEM
 8-25-21
 Date



 For APSCUF
 8/25/2021
 Date

TENTATIVE AGREEMENT

INTERIM SIDE LETTER

Article 12 – Performance Review and Evaluation of Faculty

The State System and APSCUF enter into this side letter to adapt the provisions of Article 12 of their collective bargaining agreement to the State System's consolidation plans involving Bloomsburg, Lock Haven and Mansfield Universities in the Northeast, and California, Clarion and Edinboro Universities in the West. This side letter is intended to apply only to the two consolidated universities, and shall not create a precedent for any other types of decisions related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Departments Comprised of Faculty at Multiple Campuses

a. For any department whose FACULTY are located at more than one campus within the consolidated university, the department evaluation committee established under Article 12, Section C.1.a. shall include proportionate representation, with at least one committee member from each campus that is home to department FACULTY.

b. This side letter shall be read in conjunction with the Interim Side Letter regarding Article 6 – Department Chairpersons, with regard to the role of campus department leads, where applicable.

c. To the extent that evaluation standards or requirements may differ among the three existing Universities that are being consolidated, tenure track FACULTY who were hired prior to Fall 2022 shall be subject to the standards and requirements in effect at their original, existing University prior to the consolidation for the remainder of their time on the tenure track, and for consideration for tenure.

d. To the extent that evaluations standards or requirements may differ among the three Universities that are being consolidated, tenured FACULTY at the consolidated University will be evaluated no sooner than the 2024-2025 academic year.

e. Newly hired faculty beginning in the Fall 2022 semester will be provided clarity around expectations in accordance with Article 12, Section A.

2. Student evaluations


Until such time as the consolidated university develops its own student evaluation instrument through the process set forth in Article 12, Section

C.1.b.(1), the current student evaluation instrument in place at the home campus of the FACULTY MEMBER being evaluated shall be used for purposes of evaluation for all purposes under the collective bargaining agreement (e.g., renewal, tenure, promotion, etc.).

3. In all other respects, the provisions of Article 12 shall apply to FACULTY at the consolidated universities.


For STATE SYSTEM

8-25-21
Date


For APSCUF

8/25/2021
Date

TENTATIVE AGREEMENT

INTERIM SIDE LETTER

Article 15 – Tenure

The State System and APSCUF enter into this side letter to adapt the provisions of Article 15 of their collective bargaining agreement to the State System's consolidation plans involving Bloomsburg, Lock Haven and Mansfield Universities in the Northeast, and California, Clarion and Edinboro Universities in the West. This side letter is intended to apply only to the two consolidated universities, and shall not create a precedent for any other types of decisions related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Status upon Consolidation
 - a. All tenured FACULTY employed at any of the three existing Universities as of the date of the consolidation shall carry their tenure with them to the new, consolidated university.
 - b. All probationary FACULTY employed on the tenure track at the three existing Universities as of the date of the consolidation shall continue their employment at the consolidated university, and shall carry with them all probationary service credited by the preexisting University under Article 15, Section B to the new, consolidated university. Nothing in this subsection shall prevent the non-renewal of a probationary FACULTY in accordance with the provisions of Article 12, Section F.2. of the collective bargaining agreement.
2. University-Wide Tenure Committee
 - a. Procedure for Selection of University-Wide Tenure Committee
 - (1) As soon as practicable following determination of the organizational structure and the program array to be offered at each of the new consolidated universities, the parties shall establish an interim committee in each region (Northeast and West) to develop the procedures for selection of FACULTY to serve on the university-wide tenure committee at each consolidated university, in accordance with the provisions of subsection (2), below. This interim committee shall consist of two FACULTY from each of the three, existing university-wide tenure committees, elected by the members of those existing university-wide tenure committees.

(2) The procedure for selection of FACULTY to serve on the university-wide tenure committee at each consolidated university shall ensure equal representation from the three campuses comprising the consolidated university, and shall, to the greatest extent possible, ensure broad representation from disciplines within the program array and organizational structure of the consolidated university.

(3) The interim committee shall finalize the procedure and publish it to all regular FACULTY at the three existing Universities no later than February 1, 2022.

b. The election of the University-wide tenure committee for the consolidated university will be conducted in accordance with the procedures adopted by the interim committee established under subsection a. of this Section.

3. Departments Comprised of Faculty at Multiple Campuses

a. For any department whose FACULTY are located at more than one campus within the consolidated university, the department tenure committee established under Article 15, Section E.1.a. shall include proportionate representation, with at least one committee member from each campus that is home to department FACULTY.


b. This side letter shall be read in conjunction with the Interim Side Letter regarding Article 6 – Department Chairpersons, with regard to the role of campus department leads, where applicable.

4. Tenure Policies

a. To the extent that the tenure policies, procedures, standards or requirements may differ among the three existing Universities that are being consolidated, probationary FACULTY on the tenure track who were hired prior to the consolidation shall be subject to the policies, procedures, standards and requirements in effect at their original, existing University through the time that they are considered for tenure.

b. To the extent that tenure policies, procedures, standards or requirements may differ among the three existing Universities that are being consolidated, all relevant individuals, including departmental committee members, department chairs, university-wide tenure committee members and academic administrators shall be furnished with the tenure policies, procedures, standards and requirements from each existing University.

5. In all other respects, the provisions of Article 15 shall apply to FACULTY at the consolidated universities.



For STATE SYSTEM 8/25/21
Date



For APSCUF 8/25/2021
Date

TENTATIVE AGREEMENT

INTERIM SIDE LETTER

Article 16 – Promotions

The State System and APSCUF enter into this side letter to adapt the provisions of Article 16 of their collective bargaining agreement to the State System's consolidation plans involving Bloomsburg, Lock Haven and Mansfield Universities in the Northeast, and California, Clarion and Edinboro Universities in the West. This side letter is intended to apply only to the two consolidated universities, and shall not create a precedent for any other types of decisions related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Status upon Consolidation
 - a. All FACULTY employed at any of the three existing Universities as of the date of the consolidation shall carry their rank with them to the new, consolidated university.
 - b. All FACULTY awarded promotion during the academic year preceding consolidation shall receive the commensurate salary increase under Article 16, Section C, effective at the start of the Fall semester following consolidation.
2. University-Wide Promotion Committee
 - a. Procedure for Selection of University-Wide Promotion Committee
 - (1) As soon as practicable following determination of the organizational structure and the program array to be offered at each of the new consolidated universities, the parties shall establish an interim committee in each region (Northeast and West) to develop the procedures for selection of FACULTY to serve on the university-wide promotion committee at each consolidated university, in accordance with the provisions of subsection (2), below. This interim committee shall consist of two FACULTY from each of the three, existing university-wide promotion committees, elected by the members of those existing university-wide promotion committees.
 - (2) The procedure for selection of FACULTY to serve on the university-wide promotion committee at each consolidated university shall ensure equal representation from the three campuses comprising the consolidated university, and shall, to the greatest extent possible, ensure broad representation from

disciplines within the program array and organizational structure of the consolidated university.

(3) The interim committee shall finalize the procedure and publish it to all FACULTY at the three existing Universities no later than February 1, 2022.

b. The election of the University-wide promotion committee for the consolidated university will be conducted in accordance with the procedures adopted by the interim committee established under subsection a. of this Section.

3. Departments Comprised of Faculty at Multiple Campuses

a. For any department whose FACULTY are located at more than one campus within the consolidated university, the department promotion committee established under Article 16, Section B.6. shall include proportionate representation, with at least one committee member from each campus that is home to department FACULTY.

b. This side letter shall be read in conjunction with the Interim Side Letter regarding Article 6 – Department Chairpersons, with regard to the role of campus department leads, where applicable.

4. Promotion Policies and Procedures

a. To the extent that the Statement of Promotion Policies and Procedures referenced in Article 16, Section B.1. differ among the three existing Universities that are being consolidated, and a new Statement of Promotion Policies and Procedures has not been created, FACULTY who were hired prior to the consolidation shall be subject to the Statement of Policies and Procedures in effect at their original, existing University for all applications for promotion submitted during the first two years following consolidation. The parties agree that Local Meet and Discuss in each region will begin developing the new Statement of Promotion Policies and Procedures as soon as practicable following election of the University-wide promotion committee for the consolidated university. Local Meet and Discuss for purposes of this subsection will be comprised of individuals from the Local Meet and Discuss teams from the three existing Universities in each region, as identified by APSCUF and the State System, respectively.

b. To the extent that the Statement of Promotion Policies and Procedures differ among the three existing Universities that are being consolidated, all relevant individuals, including departmental committee members, department chairs, university-wide promotion committee

members and academic administrators shall be furnished with the Statement of Promotion Policies and Procedures from each existing University.

5. In all other respects, the provisions of Article 16 shall apply to FACULTY at the consolidated universities.



For STATE SYSTEM

8-25-21

Date



For APSCUF

8/25/2021

Date

TENTATIVE AGREEMENT

INTERIM SIDE LETTER Article 31.E - Curriculum Committee

The parties agree to establish two Interim Curriculum Committees (Northeast Interim Curriculum Committee for the Bloomsburg-Lock Haven-Mansfield consolidation and Western Interim Curriculum Committee for the California-Clarion-Edinboro consolidation) that will review and make recommendations on items that require curricular action in the same manner as identified in Article 31, Section E. of the 2019-2023 collective bargaining agreement. This side letter is intended to apply only to curricular decisions related to the current consolidations involving these six Universities, and shall not create a precedent for any other types of decision related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Composition

As soon as practicable following determination of the program array to be offered at each of the new consolidated universities, each region's (Northeast and Western) Interim Curriculum Committee shall be established in the following manner:

- a. The size and distribution of FACULTY on each Interim Curriculum Committee shall be determined by the following six representatives: the three university-wide curriculum committee chairs (or another representative selected by secret-ballot vote of the FACULTY members of the university-wide curriculum committee) for the three existing Universities in each region, as well as one additional member of each university-wide curriculum committee, selected by vote of the FACULTY members of each existing curriculum committee. These six representatives shall select the FACULTY to be asked to serve on the Interim Curriculum Committee, in accordance with subsections b. and c. of this Section.
- b. All FACULTY selected to serve on an Interim Curriculum Committee must be current members of the three existing university-wide curriculum committees. Service on the Interim Curriculum Committee is voluntary. In the event that insufficient volunteers can be obtained from the existing university-wide curriculum committees, a process will be developed at Local Meet and Discuss for the existing University for selection of additional volunteers to serve on the Interim Curriculum Committee.
- c. An equal number of FACULTY shall be appointed from each of the three existing university-wide curriculum committees in each region. To

the greatest extent possible, the FACULTY selected should reflect broad representation from disciplines within the program array to be offered at the consolidated university, as well as representation from both undergraduate and graduate programs.

d. FACULTY serving on the Interim Curriculum Committee shall select a chair of the Interim Curriculum Committee by secret ballot vote.

e. FACULTY shall receive a three-credit workload for their service on the Interim Curriculum Committee in the Fall 2021 semester, Spring 2022 semester, and 2022 summer term. The work of each Interim Curriculum Committee shall cease at the conclusion of the Summer 2022 term, except as provided in Paragraph 5 below.

f. Each Interim Curriculum Committee may include one (1) administrator from each university, (for a total of three (3) for each Interim Curriculum Committee) if designated by the respective Integration Lead President. The voting authority of such officials shall be determined by majority vote of the Interim Curriculum Committee.

2. Process and Procedure

a. All committees, working groups, sub-groups and sub-sub-groups formerly constituted by the State System as part of the consolidation planning process shall be considered solely advisory.

b. As soon as practicable, each region's Interim Curriculum Committee shall meet to develop interim processes and procedures for recommending curricular action (including but not limited to guidelines on program review, program and course initiation, class size, and similar recommendations). These processes and procedures may be adapted from existing processes and procedures from one of the three existing Universities, or may be independently developed to suit the organizational structure of the consolidated university. Until such time as the academic organization structure at the department level is determined, the Interim Curriculum Committees shall consider all FACULTY in a disciplinary field, as defined by the Interim Curriculum Committees, within the respective region, as a proxy for an academic department in the interim curricular process. The Interim Curriculum Committee will consult with newly elected department chairpersons in the spring 2022 semester.

c. The processes and procedures developed by each Interim Curriculum Committee shall be approved at Local Meet and Discuss. Local Meet and Discuss for purposes of this subsection will be comprised of individuals from the Local Meet and Discuss teams from the three

existing Universities, as identified by APSCUF and the State System, respectively. The parties' respective teams shall ensure equal representation from each of the three existing Universities in the region. If the Local Meet and Discuss team is not able to agree on an existing process and procedure, the Interim Curriculum Committee will develop a new Interim Process and Procedure to be approved by this Local Meet and Discuss. Approved processes and procedures will be reviewed by State Meet and Discuss to insure compliance with this provision.

d. In cases where there are concerns regarding appropriate implementation of the processes and procedures, any Chapter President(s) from the existing Universities in the region may bring this concern to the region's Integration Lead President for resolution. If the concern is unresolved, the issue may then be directed to the State APSCUF President and the Chancellor.

3. Recommendations from the Interim Curriculum Committees


a. Recommendations from the Interim Curriculum Committees will be sent to the respective Integration Lead President/designee. The Integration Lead President/designee will respond within 30 days from receipt of the Interim Curriculum Committee's recommendation. The Integration Lead President/designee's disapproval of an Interim Curriculum Committee's recommendation will be accompanied by a written explanation to the Interim Curriculum Committee chair of the reasons for Integration Lead President's/designee's disapproval.

b. The decision of an Integration Lead President to reject the recommendation(s) of an Interim Curriculum Committee shall be final and not subject to challenge through the grievance procedure; provided, however, that a grievance contesting the Integration Lead President's failure to provide a written explanation may be filed directly at Step 3 of the grievance procedure under Article 5.


4. The parties shall remain mindful of the obligation to ensure the establishment of "teach out" plans for students enrolled at the existing Universities prior to the consolidation.

5. The Interim Curriculum Committees will be dissolved at the conclusion of the Summer 2022 term, unless the State System and APSCUF agree to extend the work of the Interim Curriculum Committees, including the terms and conditions of any such extension.

6. Nothing in this side letter shall diminish or otherwise impact the role of the university-wide curriculum committees at the existing Universities, nor set any precedent for future curriculum committees.



For STATE SYSTEM 8-25-21
Date



For APSCUF 8/25/2021
Date

TENTATIVE AGREEMENT

INTERIM SIDE LETTER

Transition of Employment, Seniority, Article 29 – Retrenchment, and Article 34 – Inter-University Transfers

The State System and APSCUF enter into this side letter to address issues related to transition of employment at the time of consolidations, seniority-related concerns and adapting the provisions of Articles 29 and 34, and the Seniority Policy and related Appendices A through D of their collective bargaining agreement to the State System's consolidation plans involving Bloomsburg, Lock Haven and Mansfield Universities in the Northeast, and California, Clarion and Edinboro Universities in the West. This side letter is intended to apply only to the two consolidated universities, and shall not create a precedent for any other types of decisions related to these consolidations, nor to any future consolidation, merger, or reorganization of any sort involving other Universities within the State System.

1. Transition of Employment

a. Upon consolidation, all regular FACULTY MEMBERS and temporary FACULTY on a multi-year appointment extending through the Fall 2022 semester (with any contingency provisions as currently exist in their appointment letters), who are employed at the three existing Universities in each region shall be employed at the new, consolidated university. This transition shall not be subject to the provisions of Article 11 – APPOINTMENT OF FACULTY, or Article 34 – INTER-UNIVERSITY TRANSFER, as it is a consolidation of existing Universities, and not a move to a separate University within the System.

b. Transition of FACULTY from the three existing Universities in each region shall not be treated as a break in service for any purpose. Any FACULTY MEMBER employed at the new, consolidated university who was previously employed at one or more of the three existing Universities shall have all service at the existing University(ies) treated, for all purposes under the collective bargaining agreement, as though it was served at the new, consolidated university.

c. By way of example regarding the impact of subsection b, above, FACULTY service at the prior University shall be credited in determining seniority; placement on the salary schedule (rank and step); advancement toward tenure consideration (or tenure status); accrual of sick and other leave benefits; eligibility for sabbatical leave; time served in an acting manager position; etc. (This list is intended to be illustrative, not exclusive.)


2. Seniority List

- a. Consistent with Section 1, above, seniority among FACULTY from the three preexisting Universities will be carried over and integrated (i.e., “dove-tailed”) at the new, consolidated university.
- b. By no later than the start of the first Fall semester following consolidation of the three existing Universities in each region, the new, consolidated university shall provide State APSCUF with updated seniority lists, prepared in accordance with the Seniority Policy appended to the collective bargaining agreement, as well as Appendices A through D to the agreement.
- c. Any questions or corrections regarding the seniority list will be addressed through Local Meet and Discuss. In the event that the disputes over FACULTY seniority credit cannot be resolved through this process, State APSCUF shall notify the State System of the appropriate seniority order by September 15, 2022 and the State System shall apply the order determined by State APSCUF.

3. Retrenchment

- a. In the event that the retrenchment process is undertaken at a consolidated university, FACULTY “seniority” for purposes of Article 29, Section C. will be as determined under Section 2 of this Side Letter.
- b. In the event that the retrenchment process is undertaken at a consolidated university, FACULTY seeking placement elsewhere in the bargaining unit under Article 29, Section D.1. will have a right to placement in another position within the APSCUF bargaining unit, as provided in that Section.
- c. Any FACULTY Members with retrenchment preferential hire and rehire rights under Article 29, Sections G and J, from the six existing universities undergoing consolidation, that are retrenched prior to the 2022-2023 fiscal year, will have their existing furlough period and preferential rehire rights transferred to the respective consolidated university.

4. In all other respects, the provisions of Articles 29 and 34, the Seniority Policy and Appendices A through D of the collective bargaining agreement shall apply at the consolidated universities.



For STATE SYSTEM 8-25-21
Date



For APSCUF 8/25/2021
Date

TENTATIVE AGREEMENT

TEMPORARY SIDE LETTER ON RETRENCHMENTS

The State System and APSCUF enter into this temporary side letter to address the unique circumstances involving retrenchments which the State System and/or Universities anticipate undertaking at the end of the 2021-2022, 2022-2023, and/or 2023-2024 academic years. This side letter shall not create a precedent for any other types of decisions or otherwise alter the collective bargaining agreement.

The provisions in the side letter are based upon the availability of the funding for the System, announced by Governor Wolf on July 1, 2021, to mitigate impacts of the System's ongoing sustainability planning on bargaining unit members. The System agrees to share with APSCUF, upon request, accurate data and information regarding the availability and expenditure of these funds, including supporting financial, staffing and other records.

In order to allow additional time for the parties and affected FACULTY MEMBERS to take action to mitigate the impact of retrenchments currently anticipated to take effect at the end of the 2021-2022, 2022-2023, and/or 2023-2024 academic years, and to take action to address fiscal concerns, the parties agree as follows:

1. Deferral of Retrenchments

All retrenchments that might otherwise have taken place at the end of the 2021-2022 or 2022-2023 academic years shall be deferred until the end of the 2023-2024 academic year. Should faculty attrition, transfers, student recruitment/retention measures, and other mitigation efforts be insufficient to render retrenchments unnecessary owing either to programmatic or economic circumstances by that time, retrenchments may be pursued in accordance with the provisions of Article 29 of the collective bargaining agreement.

2. Letter of Intent to Retrench

- a. Any FACULTY MEMBER whose potential retrenchment is deferred under this side letter, or whose retrenchment is anticipated at the end of the 2023-2024 academic year, shall be provided a letter of intent to retrench, with a copy to Local and State APSCUF. The letter of intent to retrench may be issued in advance of the deadline set forth in Article 29, Section F.
- b. The letter of intent does not replace the requirement of such notice pursuant to Article 29, Sections B.2. and F., which shall be issued at the appropriate time, in accordance with those Sections, in the event that retrenchments are planned to take effect at the end of the 2023-2024 academic year. When and if such notice is issued, all rights attendant to

receipt of such notice take effect consistent with the terms of the collective bargaining agreement in effect at the time of such notice.

- c. If any letter(s) of intent to retrench are issued pursuant to this side letter, the STATE SYSTEM/UNIVERSITIES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the anticipated reduction of FACULTY.

In pursuit of this objective, and given the financial constraints referenced in paragraph 2 of this side letter, PASSHE and APSCUF will work together with faculty receiving a letter of intent to retrench to identify alternatives, including but not limited to the use of a fall 2021 retirement incentive (ESLP), and the use of CBA Articles 29 & 34.

- d. If circumstances change prior to the 2023-2024 academic year, letters of intent to retrench may be withdrawn as to any particular FACULTY MEMBER whose retrenchment is no longer anticipated, consistent with the provisions of Article 29, Section B.2. and C.

3. Rights of Faculty, Departments and APSCUF Upon Issuance of a Letter of Intent to Retrench

- a. In the event that any FACULTY MEMBER receives a letter of intent to retrench pursuant to this Side Letter, the FACULTY MEMBER and department shall be entitled to exercise their rights under Article 29, Sections D, E, G, H, I and J, and under Article 34, to the same extent as if they had received notice of retrenchment under Sections B.2. and F.
- b. In the event that any FACULTY MEMBER receives a letter of intent to retrench pursuant to this Side Letter, APSCUF shall be entitled to the same rights and processes under Article 29 as would be the case if the University had issued notice to any individual FACULTY MEMBER under Article 29, Sections B.2. and F.

4. Limitation


In all other respects, the provisions of Article 29 and the remainder of the collective bargaining agreement remain unaltered by this side letter.

5. Enhanced Sick Leave Payout

In order to expand opportunities to avoid retrenchments, the parties agree to:

- a. Extend the deadline for FACULTY MEMBERS to opt into the second window of the current Enhanced Sick Leave Payout program to November 15, 2021.

- b. Apply the multiplier factor for the applicable years or service noted in the table of Section D.1. of the February 5, 2021 Enhanced Sick Leave Payout Side Letter to eligible faculty retirements submitted between March 16, 2021 and November 15, 2021, with an effective date of retirement between July 1, 2021 and June 30, 2022.
- c. All other provisions of the current Enhanced Sick Leave Payout Side Letter, remain unaltered by this side letter.



For STATE SYSTEM 8-25-21
Date



For APSCUF 8/25/2021
Date