

**Side Letter
between
APSCUF and PASSHE**

Faculty Enhanced Sick Leave Payout Program

The Pennsylvania State System of Higher Education ("State System") and the Association of Pennsylvania State College and University Faculties ("APSCUF") agree to provide another Faculty Enhanced Sick Leave Program ("the Program"), to encourage faculty retirements to be submitted this academic year.

A. Program

1. Current eligible faculty members may participate in the Program in accordance with the provisions in Sections B and C only if the eligible faculty member is employed in the bargaining unit as of the start of the spring 2025 semester at their University and provides notice of retirement on or before April 11, 2025, with an effective retirement date on or before August 22, 2025, to receive a sick leave payout pursuant to Section D.1.
2. The parties agree to inform all faculty about the Program after the APSCUF legislative assembly has either voted to approve this side letter or to send it for ratification to the APSCUF membership. The State System will send each faculty member who is believed to be eligible a customized letter noting their estimated payout based on the provisions of this side letter. Eligibility is subject to verification prior to acceptance of participation in the Program.
3. The State System will notify State APSCUF no later than July 19, 2025 of all retirements received under this Program.

B. Eligibility

1. Participation in the Program is limited to regular full-time faculty members and tenured regular part-time faculty members employed as of the start of the spring 2025 semester at their University. Eligibility is subject to verification prior to acceptance of participation in the Program.
2. Participation in the Program requires that the faculty member qualifies for majority-paid retiree health care at the time of retirement, as defined in the table below, as follows.
 - a. Meeting the required years of service on or before June 30, 2025.
 - b. Meeting the required age on or before the effective date of retirement.

Current Hire Date	Retirement Age	Years of Service	Type of Service
Prior to Fall Semester 1997	Superannuation Age	10	Credited Service
	Any Age	25	
	Any Age with Approved Disability Retirement	5	
Fall Semester 1997 - June 30, 2004	Superannuation Age	15	Commonwealth/State System Service
	Any Age	25	
	Any Age with Approved Disability Retirement	5	
On/After July 1, 2004	Superannuation Age	20	Commonwealth/State System Service
	Any Age	25	
	Any Age with Approved Disability Retirement	5	

C. Individual Faculty Member Provisions

1. An eligible faculty member must submit a letter of retirement to the President of the University on or before April 11, 2025, to receive a payout under Section D.1.
2. The eligible faculty member must indicate in their retirement letter a retirement date on or before August 22, 2025.
3. Any eligible faculty member currently on an approved phased retirement arrangement may accelerate their arrangement, if necessary, to participate in the Program by sending a letter to the President of the University on or before April 11, 2025 of their intention to accelerate their retirement to retire on or before August 22, 2025.

4. All eligible retirements submitted on or before April 11, 2025 and accepted, will be **irrevocable** as of the date that the faculty member completes the years of service required in Section B.2.a. of this Side Letter, and the payouts will be conducted in accordance with this side letter. In the event that the faculty member experiences unforeseen circumstances (e.g., an unpaid leave of absence) and is unable to complete the required years of service by June 30, 2025, the faculty member's notice of retirement may be revoked.
5. Eligible faculty members shall not be paid for partial days of accumulated sick leave.

D. Enhanced Sick Leave Provisions

1. The sick leave payouts noted in Article 17, Section E.2. will be adjusted based upon the table below for retirements submitted on or before April 11, 2025 with an effective date of retirement on or before August 22, 2025, pursuant to Section A.1. and not revoked pursuant to Section C.4. of this Side Letter.

Sick Days Accumulated	Current Days Paid	Total Days Paid Under ESLP (2.50 factor)
10 to 74 days (75 to 555 hours)	10 days (75 hours)	Up to 25* days (up to 187.5 hours)
75 to 149 days (562.5 to 1,117.5 hours)	20 days (150 hours)	50 days (375 hours)
150 to 224 days (1,125 to 1,680 hours)	30 days (225 hours)	75 days (562.5 hours)
225 to 299 days (1,687.5 to 2,242.5 hours)	40 days (300 hours)	100 days (750 hours)
300 and over days (2,250+ hours)	50 days (375 hours)	125 days (937.5 hours)

* A faculty member may not get paid out for more sick days than they have accumulated.

E.g., If the eligible faculty member has 20 sick days accumulated, they will be paid 20 days of accumulated sick leave upon retirement.

E. Impact on 25% FTE Limit of Temporary and Regular Part-Time Faculty in Article 11, Section F of the Collective Bargaining Agreement

If the retirement of Regular Faculty under this side letter causes any University to exceed the twenty-five (25) percent FTE limit on employment of Temporary and Regular Part-Time Faculty set forth in Article 11, Section F of the Collective Bargaining Agreement, then any temporary faculty member employed to fill the need created by the retirement will not be counted toward the twenty-five (25) percent FTE limit for the 2025-2026 and 2026-2027 academic years only. The obligation to fully comply with the twenty-five (25) percent FTE limit will resume for the 2027-2028 academic year.

F. Non-Bargaining Unit Employees

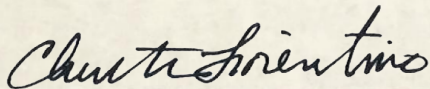
In emergency circumstances where, after making reasonable efforts to fill the need created by a retirement under this Side Letter, the need cannot be filled in the usual manner, requests for non-bargaining unit employees to perform duties in accordance with Article 7, Section G in departments with ESLP retirements will not be unreasonably denied for the Fall 2025 semester.

G. Interdepartmental Transfers

In emergency circumstances where, after making reasonable efforts to fill the need created by a retirement under this Side Letter, the need cannot be filled in the usual manner, including by Section F., above and through voluntary interdepartmental transfers, the provisions of the Interdepartmental Transfers Side Letter executed on January 16, 2020 between the parties will apply to Universities in a Sustainability Plan level 0 or Plan level 1 for the Fall 2025 semester only.

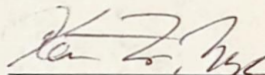
Agreed on: February 6, 2025

STATE SYSTEM



Christopher M. Fiorentino, Interim Chancellor

APSCUF



Kenneth M. Mash, President