

Article 29

RETRENCHMENT

A. The STATE SYSTEM/UNIVERSITIES shall meet and discuss with APSCUF or its designee regarding any changes, including those involving curriculum and programs, which will lead to retrenchment, and thereby impact wages, hours and terms and conditions of employment, as required by Section 702 of Act 195. In connection with such duty to meet and discuss, accurate information, statistics or financial data related to any such proposed change shall be made available to APSCUF. This shall not be construed to require the STATE SYSTEM/UNIVERSITIES to compile such material in the form requested which is not already compiled in that form, unless mutually agreeable.

B. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. If and when retrenchment is to occur, the STATE SYSTEM/UNIVERSITIES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the required reduction of FACULTY.

2. When in the opinion of the STATE SYSTEM/UNIVERSITIES retrenchment becomes necessary and it cannot be accomplished totally by attrition, APSCUF and the affected FACULTY MEMBERS shall be notified prior to implementation, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible in the department where retrenchment is occurring.

- a. temporary, part-time
- b. temporary, full-time
- c. regular, part-time
- d. regular, full-time

C. 1. With respect to the application of Section B.2. above, retrenchment shall be made in inverse order of length of service from the most recent date of employment at the University ("seniority"), within a department, provided the remaining ACADEMIC FACULTY MEMBERS have the necessary qualifications to teach the remaining courses or perform the remaining duties. ACADEMIC FACULTY MEMBERS shall be responsible for keeping their Academic Dean informed of all their qualifications.

2. With respect to the application of Section B.2. above, retrenchment shall be made within the affected administrative unit in inverse order of length of service from the most recent date of employment at the University ("seniority"), provided the remaining ADMINISTRATIVE FACULTY MEMBERS have the necessary qualifications to perform the remaining duties. ADMINISTRATIVE

FACULTY MEMBERS shall be responsible for keeping their appropriate management supervisor informed of all their qualifications.

D. 1. Before retrenching an ACADEMIC FACULTY MEMBER, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. Where 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.

2. Before retrenching an ADMINISTRATIVE FACULTY MEMBER, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. Where 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. A FACULTY MEMBER who has received a letter of retrenchment shall have the opportunity to apply for vacancies with the same hiring rights as stated in the preferential hiring rights provisions of this Article.

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 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.

F. 1. The FACULTY MEMBERS to be retrenched shall be given notice in accordance with the following:

a. First-year probationary non-tenured FACULTY MEMBER - March 1;

- b. Second-year probationary non-tenured FACULTY MEMBER - December 15;
- c. Probationary non-tenured FACULTY MEMBERS beyond the second year - December 1;
- d. Tenured FACULTY MEMBERS - October 30.

A retrenchment shall not be considered a non-renewal and a FACULTY MEMBER so retrenched shall not be permitted to grieve that action as if it were a non-renewal. If a FACULTY MEMBER had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being retrenched.

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

- 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 who shall consider whether or not he/she is qualified. If the President of the receiving University 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 before, and independent of, all other applicants. Notice concerning vacancies at a particular University shall be posted at that University and a copy of such notice shall be sent to APSCUF headquarters in Harrisburg, to 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 qualified by sending a letter of application, together with other appropriate documentation, to the President of the University where the vacancy exists within thirty (30) calendar days of the date the notice of the vacancy is posted. If more than one (1) retrenched FACULTY MEMBER applies to fill a vacancy at another University during this initial thirty (30) calendar day 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 thirty (30) calendar day notice period. Letters of application which are received after the end of the thirty (30) calendar days following the initial notice of such vacancy 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.

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 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.

H. Any retrenched FACULTY MEMBER who receives an appointment at another University shall have seniority at that other University beginning with the date of that appointment. Retrenched FACULTY preferentially hired on or after July 1, 1985 shall have seniority over all other new hires with the same date of appointment. If appointed within his/her furlough period, he/she shall retain accumulated sick leave and sabbatical leave credits and he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement. If at the time of retrenchment, he/she had been a participant in the State Employees' Retirement Plan and thereafter withdrew his/her contributions, he/she shall have the right to repurchase his/her past service in accordance with the State Employees' Retirement Board regulations.

I. 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 may be granted tenure at the receiving University upon majority vote of the regular full-time department FACULTY and approval of the President. Otherwise, he/she shall be required to serve one (1) full year at the receiving University before being granted tenure at that University. The FACULTY MEMBER shall be considered for tenure pursuant to the provisions of Article 15, TENURE, and observed and evaluated pursuant to the provisions of Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY, and the decision as to tenure shall be made within such one-year period. In the event tenure is denied, the FACULTY MEMBER shall be so notified by May 31, and the following academic year shall be his/her terminal year.

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 Health and Welfare Fund shall provide hospital and medical benefits, health and welfare benefits and life insurance coverage for a period of six (6) months or until permanent employment

begins, whichever comes first. 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 in his/her sole discretion, 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 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.

K. In the event a FACULTY MEMBER is recalled in accordance with the provisions of Section J. above, he/she shall receive the same rank and step which he/she had when he/she was retrenched. In addition, he/she shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with COMMONWEALTH regulations. Furthermore, he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement.

L. If a program at one (1) University is moved to another University, whether or not a similar program existed at that other University, FACULTY MEMBERS who receive appointments at the other University with respect to that program will be considered as having been transferred and not retrenched. As such, the FACULTY MEMBERS affected shall be entitled to all rights and privileges of transferred employees, including transportation and moving expenses, subject to STATE SYSTEM/UNIVERSITIES rules and regulations pertaining thereto. Such transferred employees shall not be reduced in rank or step.

M. The University shall, on or before November 1 of each year, provide the local APSCUF President and state level APSCUF with a seniority list for each University. In addition, a copy of such list shall be sent to the department chairperson for posting in each department. All such lists shall reflect each FACULTY MEMBER'S most recent date of appointment at the University (first day on the payroll) and within his/her current department.

Positions on such list shall be considered final unless a question is raised with respect thereto by an individual FACULTY MEMBER within a period of sixty (60) days from the date of delivery of the list to APSCUF. The seniority list shall be compiled according to the seniority agreement between the STATE SYSTEM and APSCUF.

- 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 deems to be needed in that department or unit.
2. Nothing contained in this Article shall prohibit ADMINISTRATIVE FACULTY MEMBERS from assuming full-time teaching positions in accordance with Article 7, PERFORMANCE OF BARGAINING UNIT WORK, of this Agreement.
- O. All preference rights under this Article shall cease upon acceptance by a FACULTY MEMBER of a regular full-time position under the provisions of Sections D. or G. or J. of this Article.
- P. The parties shall meet and discuss during the term of the Agreement aspects of this Article that are of mutual interest.
- Q. The parties agree that any grievances relating to retrenchment issues will be handled in an expeditious fashion in the steps of the grievance procedure. The parties also agree that if APSCUF requests that any such grievances be submitted to arbitration, the parties will make a good faith effort to schedule the arbitration hearings during the academic year in which the notices of retrenchment are issued.
- R. If an arbitrator should find that the meet and discuss requirements of this Article have been violated by management, the arbitrator's remedy shall be limited to ordering additional meet and discuss between the parties, and the arbitrator may not insert himself/herself into that process. If an arbitrator should find that a FACULTY MEMBER was improperly retrenched, the arbitrator's remedy shall be limited to determining whether or not reinstatement is appropriate and whether or not full or partial back pay, seniority and fringe benefits should be awarded.