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MILLERSVILLE SHIPPENSBURG SLIPPERY ROCK WEST CHESTER

March 22, 2010

Mr. Michael A. Mottola
Assistant Vice Chancellor for Labor Relations
Pennsylvania State System of Higher Education
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

RE: Statewide Policy Grievance – Meet and Discuss - Retrenchment
APSCUF # 2010-001ST - **Amended**

Dear Mr. Mottola:

APSCUF is filing the above-referenced grievance directly at Step Three of the grievance procedure.

I will appreciate an early reply.

Sincerely,

Mary Rita DuVall-Quinn
Head of Contract Department

MRDQ:arm

Attachment

cc w/ attachment: Statewide Executive Council
State APSCUF Meet & Discuss Team
Chapter Presidents

T:\data\files\ST APSCUF\ST APSCUF2010-001STGrievance Filing.doc



Local Grievance# 2010-001 ST State Grievance# 2010-001 ST

Name & Dept of Grievant Stephen Hicks, President

Home Address 319 N. Front Street, P.O. Box 11995, Harrisburg, PA 17108

Telephone Nos. (work) 717-236-7486 (home) _____

Date Became Aware of Grievance March 5, 2010 Amend MRDQ on 3-24-10

STEP ONE: (It is not necessary to submit a Step One grievance in writing. However, use this section if you choose to do so.)

I wish _____ to answer my grievance as the lowest level manager who can resolve my grievance.

Grievant's Signature _____ Date _____

Grievance Chair's Signature _____ Date _____

Attached is a written statement of the grievance, citations of the articles violated as well as the requested relief.

Receipt by _____ : _____
Signature Date

Disposition by _____ : Attach written response and send copies to the Grievant and APSCUF Grievance Chairperson.

Received by Grievance Chair _____
Signature Date

STEP TWO: This grievance has not been resolved at Step One and is submitted to Step Two.

Grievant's Signature _____ Date Submitted _____

Grievance Chair's Signature _____ Date _____

Attached is a written statement of the grievance, citations of the articles violated as well as the requested relief.

Receipt by President/Designee _____
Signature Date

Disposition by President/Designee: Attach written response and send copies to the Grievant and APSCUF Grievance Chairperson.

Received by Grievance Chair _____
Signature Date

STEP THREE: This grievance has not been resolved at Step Two and is submitted to Step Three.

Grievant's Signature Stephen Hicks Date 3-22-10

Grievance Chair's Signature _____ Date _____

Hbg. APSCUF Staff Signature Mary Kate Newhall-Johnson Date 3-22-10
MRDQ

Statement of Grievance:

Management has failed to meet-and-discuss over changes that will lead to retrenchment. At Statewide Meet/Discuss in November, 2009; December, 2009; and January, 2010, APSCUF requested the opportunity to discuss any possible plans leading to retrenchment of faculty at any of the universities within the Pennsylvania State System of Higher Education. In a letter dated January 20, 2010 to the Office of the Chancellor, APSCUF again exercised its right to discuss any changes, including curriculum and programs, which would lead to retrenchment, and thereby impact wages, hours, and terms and conditions of employment. On February 26, 2010, at a regular monthly Statewide Meet/Discuss between APSCUF and the Office of the Chancellor, APSCUF again requested a meeting to discuss any of the changes that could lead to retrenchment. On Friday March 5, 2010 at 4:30 PM, Kutztown University issued a letter to the local APSCUF President announcing that due to budgetary shortfalls, consideration is being given to the elimination of programs and courses offered and may lead to retrenchment at Kutztown. At the December, 2009, January 2010 and February 2010 Statewide Meet/discuss meeting, APSCUF requested relevant information including all financial data related to any such proposed changes in curriculum and programs which will lead to retrenchment. In the above letter dated January 20, 2010 APSCUF again requested the information. .

Management has failed to provide accurate information, statistics and/or financial data related to proposed changes that will lead to retrenchment. APSCUF contends that a workplace restructuring plan was in place as early as July of 2009 as a "hidden agenda" and not shared with the Association. Meaningful discussions and sharing of financial information during this time period would have allowed both parties an opportunity early on to work together to come up with ways to avoid this serious problem.

Management violated Article 29 of the collective bargaining agreement when it began to make changes in the curriculum and programs of universities which lead to retrenchment without agreeing to meet with APSCUF to discuss such changes.

Management has failed to allow attrition to be utilized to effect any needed reduction of faculty.

Management failed to notify APSCUF prior to implementation of retrenchment of temporary faculty members.

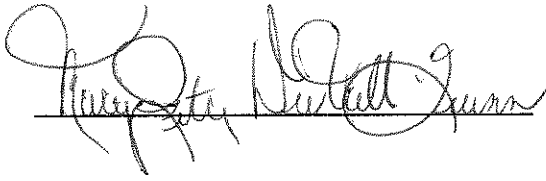
Management failed to give timely notice of retrenchment to temporary faculty members.

Management failed to make reasonable effort to place retrenched temporary faculty members in another positions within the APSCUF bargaining units.

Violations: Article 1, Article 9, Article 29. and all other relevant Articles of the Collective Bargaining Agreement.

Remedy Sought: Immediate Statewide Meet/Discuss and Local Meet/Discuss at all Universities that might be impacted by changes in curriculum and programs which will lead to retrenchment thus, impacting wages, hours and terms and conditions of employment. APSCUF request immediate sharing

of all information that is reviewed in making decisions that lead to retrenchment. Management ceases and desists and agrees to meet with APSCUF at both Statewide and Local levels. Management recognizes the importance of a meet-and-discuss as a problem solving forum and allow meaningful discussions to occur to help avoid a faculty retrenchment. That management adheres to all contractual requirements to avoid retrenchment, and implementation of preferential hiring rights.


Mary Beth Bennett

3-22-10