

APSCUF RETRENCHMENT OVERVIEW AND INSTRUCTIONS

Definitions

Academic Faculty – The bargaining unit consisting of department chairpersons, full-time teaching faculty including librarians with faculty status, part-time teaching faculty, librarians without faculty status and faculty members whose basic responsibilities lie outside of the classroom setting who have, by certification of the Pennsylvania Labor Relations Board , been designated as ACADEMIC FACULTY (PERA-R-775-C).

Administrative Faculty (Unit II Faculty) – The bargaining unit consisting of faculty members whose basic responsibilities lie outside of the classroom who have not been designated as ACADEMIC FACULTY (PERA-R-1354-C).

Furlough Period – A period of time equal to a faculty member’s length of service at the university or three years from his/her date of retrenchment, whichever is less.

Probationary Non-Tenured Faculty Member – A faculty member who is appointed to a tenure track position and who has not been granted tenure.

Non-Renewal/Renewal of Faculty –The decision to renew or non-renew a probationary faculty member is a performance related decision. A non-renewal decision cannot be used in lieu of retrenchment. Probationary faculty members who are retrenched are eligible for certain benefits such as preferential hiring which are not afforded to faculty if non-renewed.

Non-Tenure Track Faculty – A faculty member who is appointed to service in a position in which service will not be credited toward tenure. Examples of such positions include Temporary Part-Time, Temporary Full-Time and Regular Part-Time.

Preferential Rehiring Rights - A faculty member retrenched from his/her university will be given preference to a faculty vacancy at the university where retrenched, if deemed qualified by the President.

Preferential Placement Rights – A faculty member retrenched from his/her university will be given preference to a faculty vacancy for which he/she applies at another university, if deemed qualified.

Regular –A tenured or tenure track faculty member.

Retrenchment – The removal of a faculty member from his/her position due to financial considerations, program curtailment, elimination of courses or other reasons.



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Seniority – Seniority for retrenchment is defined as the length of service from the most recent date of employment at the university (Article 29.C.1). Reference Appendix B, Guidelines for Preparing Seniority Lists and Appendix C, Rules for Determining Seniority.

Seniority Lists – A list of faculty members within their current department that reflects each faculty member’s most recent date of employment at the university (first day on the payroll). Each University provides the local APSCUF President and state level APSCUF, on or before November 1 of each year a seniority list. A copy of the seniority list must also be sent to each department chairperson for posting in the department. Positions on the seniority list are considered final unless a question is raised by an individual faculty member within 60 days from the date of delivery of the list to APSCUF.

Action Steps

1. Determine need for Furlough – Reason / Rationale – Article 29, Retrenchment, Section B provides that faculty is retrenched for the following reasons: financial considerations, program curtailment, elimination of courses or other reasons.

DECISION MAKERS / ACTION TAKEN BY: Chancellor and University Presidents – Management determines if and when a retrenchment is necessary. **The decision to retrench faculty does not need agreement of APSCUF.**

TIME FRAME: No set time frame – the final budget will determine how quickly PASSHE will need to react to address any resultant funding gap.

NOTE: As soon as you are aware that you will be considering a faculty retrenchment, please contact your assigned Office of the Chancellor Labor Relations Manager to discuss the specifics. Your Labor Relations Manager will assist in the retrenchment process.

2. Notify Local APSCUF and copy State APSCUF of the potential or actual need for retrenchment and the reasons therefore. Such notice must be in writing and contain an offer to meet and discuss. Article 29.A requires PASSHE/Universities to meet and discuss with APSCUF.

ACTION TAKEN BY: University President, or his/her designee [System Human Resources (Labor Relations) will notify State APSCUF of the potential retrenchments system-wide]

TIME FRAME: The objective is to provide reasonable time, given the circumstances, to develop and consider alternatives to retrenchment. The notice to local and state APSCUF is suggested to occur in the spring semester prior to the academic year retrenchment is expected to occur in.

3. Universities are required to meet and discuss at the campus level the reasons for any potential or actual retrenchment and consider any advice/recommendations offered by APSCUF. At meet and discuss accurate information, statistics or financial data, related to the reasons for a retrenchment are to be made available to APSCUF. Unless mutually agreed there is no requirement to produce the data in a specific requested form when it is not already compiled in that form. There is no obligation to bargain with or secure the agreement of APSCUF as to the decision to retrench or any alternatives to retrenchment. If management agrees with a

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recommendation submitted by APSCUF, such recommendation should be incorporated into management's plan to address the need for retrenchment. There is no requirement to engage in protracted discussions or to debate as to the appropriateness of one plan of action over another. Include discussion of any consideration of the use of attrition at the university as a potential alternative to retrenchment (Article 29.B.1).

PASSHE is required to meet and discuss with APSCUF's statewide meet and discuss committee on issues that are appropriate at the central level such as changes in allocation, funding formulas, etc.

ACTION TAKEN BY: University President or his/her designee at the campus level and System Human Resources/Labor Relations at the PASSHE level. Keep accurate records of when meet and discuss dates were offered by the university, the dates accepted or rejected by APSCUF, items/issues discussed during meet and discuss sessions and copies of all data/documents/materials provided to APSCUF.

TIME FRAME: As soon as possible after aware of potential for retrenchment and ongoing.

4. Identify programs and academic and administrative functions to eliminate or positions to eliminate.

ACTION TAKEN BY: President or his/her designee

TIME FRAME: Simultaneously with meet and discuss with APSCUF

5. Within the affected department, identify temporary (part-time and full-time) faculty positions to eliminate when their contracts of employment end. Void terminating a temporary contract of employment mid-contract.

ACTION TAKEN BY: President or his/her designee



TIME FRAME: Prior to identifying positions to retrench.

6. Within the affected department, identify regular part-time faculty whose services are not needed in a given semester(s). Notify the faculty of their non-employment for the effected semester(s) (Article 45.J.)

ACTION TAKEN BY: President or his/her designee

TIME FRAME: Prior to identifying positions to retrench. Notify faculty as soon as possible but no later than the start of classes in the effected semester.

7. If attrition and the elimination of temporary (part-time and full-time) and regular part-time positions is insufficient to remedy the budget gap, and it is necessary to retrench regular (tenure track and tenured) faculty positions, identify regular faculty positions to be eliminated.



ACTION TAKEN BY: President or his/her designee

TIME FRAME: In sufficient time to meet the notification requirements in 3. under Retrenchment.

8. Identify budgeted vacancies that are to be filled. Article 29.D.1 provides that before retrenching faculty, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining unit.

ACTION TAKEN BY: President or his/her designee

TIME FRAME: Prior to or simultaneously with identifying specific positions to eliminate. Time necessary would depend on the scope of a furlough (number of positions and work units affected).

Retrenchment

1. Order of Retrenchment – The order of retrenchment must be followed provided the remaining faculty members have the necessary qualifications to teach the remaining courses or perform the remaining duties.
 - a. Temporary, part-time (elimination of contracts of employment)
 - b. Temporary, full-time (elimination of contracts of employment)
 - c. Regular, part-time (notice of non-employment - Article 45.J)
 - d. Regular, full-time

Retrenchment of academic faculty (teaching and non-teaching faculty) members is applied within a department. The least senior academic faculty member within a department is to be retrenched, PROVIDED: "the remaining ACADEMIC FACULTY MEMBERS have the necessary qualifications to teach the remaining courses or perform the remaining duties." (Article 29.C.1)

Retrenchment of administrative faculty (Unit II faculty) is applied within an affected administrative unit. The least senior administrative faculty member within the affected administrative unit is to be retrenched, PROVIDED: "the remaining ADMINISTRATIVE FACULTY MEMBERS have the necessary qualifications to perform the remaining duties." (Article 29.C.2). **California (1), IUP (2), Mansfield (1) and Shippensburg (1) Universities have the only Unit II faculty members.**

2. Placement of a faculty member prior to retrenchment (Article 29.D.1). Before providing notice of retrenchment to a faculty member, the university shall make a reasonable effort to place such faculty member in another faculty position within the faculty bargaining units. Meet with the faculty member and obtain a copy of the faculty member's updated vita to review his/her qualifications for any other vacant position(s) that the President intends to fill.

If an academic faculty member has been a member of more than one department and is retrenched from the current department, the faculty member shall have the **right to return to a vacant faculty position that the President intends to fill** in the previous department as follows:

- **If the faculty member left the previous department less than five years prior to his/her retrenchment, the faculty member shall have the right to return, if qualified (department approval is not required).**

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- If the faculty member left the previous department **five or more years prior** to his/her retrenchment, **the faculty member shall have a right to return, if qualified, but only with the approval of the department or the president.**

If an administrative faculty member (Unit II) occupied a position in more than one administrative unit, the faculty member shall have the right to return to a previous administrative unit and displace an administrative faculty member (Unit II) with less seniority provided the administrative faculty member has the necessary skill and ability to perform the work in the prior administrative unit.

3. Notice of Retrenchment – Faculty members to be retrenched are to be given notice in accordance with the following dates:

- | | |
|--|-------------|
| - First year probationary non-tenured faculty member | March 1 |
| - Second year probationary non-tenured faculty member | December 15 |
| - Probationary non-tenured faculty member beyond the second year | December 1 |
| - Tenured faculty member | October 30 |


Notice is given in the academic year in which the retrenchment is effective. For example: First year probationary non-tenured faculty member receives notice on February 15, 2010 that he/she will be retrenched at the end of the spring 2010 semester.

Non-renewal (Article 14) cannot be used in lieu of retrenchment.

4. Voluntary Agreement on the Order of Retrenchment – Faculty members in a 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 provided that 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. The opportunity to reach voluntary agreement shall end 60 days after the notice of retrenchment is given. (Article 29.E.)

Preferential Placement Rights (Article 29.G)

1. A faculty member retrenched from his/her university will be given preference (Preferential Placement Rights) to a faculty vacancy for which he/she applies at another university, if deemed qualified by the receiving department.
2. Preferential Placement Rights exist for a period of time equal to the faculty member’s length of service at the university from which retrenched or three years from the date of retrenchment, whichever is less (furlough period).

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3. **Preferential placement rights begin with the effective date of retrenchment.** For example, faculty member receives notice of retrenchment on December 15, 2010 with retrenchment effective June 3, 2011. Preferential placement rights begin effective June 3, 2011.
 4. **Notices 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**
 - **the Chancellor**
 - **each retrenched faculty member.**
 5. **In order to exercise the Preferential Placement Rights**, the faculty member must indicate his/her interest in a vacancy for which he/she is qualified by:
 - Sending a letter of application, together with the appropriate documentation outlined in the vacancy announcement, to the president of the university where the vacancy exists.
 - The letter of application must be sent within 30 calendar days of the date the vacancy notice is posted.
 6. Upon receipt of the letter of application from a retrenched faculty member or faculty members:
 - If more than one retrenched faculty member applies for a vacancy at another university, preferential consideration is in the order of seniority, PROVIDED: the process of considering all such faculty members shall not exceed 30 calendar days from the end of the 30 calendar days notice period.
 - The receiving department must determine if the retrenched faculty member is qualified and forward the faculty member's name to the president.
 - **The retrenched faculty member must be considered by the president of the receiving university before and independent of other applicants. Normal search and screen processes shall not apply.**
 - **If the president of the receiving university determines the retrenched faculty member is qualified, the faculty member shall be appointed.**
 7. A retrenched faculty member appointed at another university in accordance with Article 29.G shall be appointed at any step of his/her rank at the time of retrenchment or at any step of the rank immediately below, HOWEVER: 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.
 8. Eligibility for benefits, tenure, seniority, etc. of retrenched faculty member who are appointed at another university in accordance with 29.G are contained in Article 29.H and I.

Preferred Rehiring (Recall) (Article 29.J)

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1. Each university at which retrenchment occurs shall establish a preferred rehiring list. **This is different from, and in addition to, Preferred Placement Rights as provided in Article 29.G.1.**
2. A retrenched faculty member shall be placed on the Rehiring List effective with the date the faculty member receives the notice of retrenchment. **The effective date for Preferred Rehiring Rights (date of receipt of the notice of retrenchment) is different from Article 29.G.1 Preferred Placement Rights (effective date of the retrenchment).**
3. A retrenched faculty member shall remain on the Preferred Rehiring List for a period of time equal to his/her length of service at the university or, three years from his/her date of retrenchment, whichever is less (furlough period).
4. The least senior faculty member shall be the first name on the Preferred Rehiring List. The last name on the list, the most senior retrenched faculty member, if deemed qualified by the President, is rehired first.
5. No new faculty member will be hired to fill a vacancy for which a retrenched faculty on the Preferred Rehiring List is qualified, as determined by the President, at his/her sole discretion, unless the vacancy is first offered, in writing, to all qualified faculty members on the Preferred Rehiring List for recall in reverse order of placement on the list.
6. An offer of employment to a faculty member on a Preferred Rehiring List must be in writing and sent by registered mail to the last known address of the retrenched faculty member and APSCUF. During the period the faculty member is on a preferred rehiring list, he/she shall keep the university and the Chancellor informed of any permanent or temporary change in his/her address.
7. The offer of employment shall remain open for 15 calendar days.
8. In the event a faculty member rejects, in writing, or fails to respond, in writing, during the 15 calendar day period the faculty member is passed over BUT remains on the Preferred Rehiring List unless the Preferred Rehiring Rights cease.
9. Preferred Rehiring Rights cease and the faculty member's name is removed from the Preferred Rehiring List when a faculty member:
 - Rejects, in writing, 2 offered full-time positions of one year or more, or
 - Fails to respond, in writing, during the 15 calendar day period to 2 offered full-time positions of one year or more

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10. Eligibility for benefits, tenure, seniority etc. of a retrenched faculty member who is rehired under Article 29.J are contained in Article 29.K.

Other Important Information:

1. Preferential Placement and Preferential Rehiring cease upon acceptance by a faculty member of a regular full-time position under the provisions of Article 29, Sections D or G or J.
2. Nothing contained within Article 29 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.
3. Nothing contained within Article 29 shall prohibit administrative faculty members from assuming full-time teaching positions in accordance with Article 7, Performance of Bargaining Unit Work, of the faculty agreement.
4. 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.

DATE: _____

CAMPUS: _____

Retrenched Faculty Questionnaire

Name	
Home Address	
City, State, Zip	
Campus Address	
City, State, Zip	

Date of Retrenchment (actual or scheduled): _____

CONTACT INFORMATION

Campus E-Mail	
Other E-Mail	
Work Phone	
Home Phone	
Cell Phone	
Other	

ACADEMIC INFORMATION

Current Department	
Undergraduate Degree	
Masters Degree	
Terminal Degree	
Other Degree	
Other Degree	
List Areas you believe you are qualified to provide instruction or educational administration	
Areas of Specialization or Research of Note	

The process for faculty members to be considered for preference in hiring is outlined in part below and in its entirety in Article 29 Section D of the APSCUF-PASSHE Collective Bargaining Agreement. Notification and interest will be provided as outlined in that section:

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.

Please indicate method by which you wish to be notified:

_____ US Mail (at home address listed)

_____ E-Mail at up to two e-mail addresses provided above

For PASSHE use only

OFFICIAL RETRENCHMENT DATE: _____

PLACEMENT ELIGIBILITY END DATE: _____

(see article 29; section D – Eligibility is for three (3) years of the total length of service at the University where retrenched from; whichever is less)

PASSHE SENIORITY CREDITS: _____

(Based on most recent verified University Seniority Report plus appropriate credit since semester of most recent report)

Placement Date	Where Placed

Date Received: _____ Received By: _____

Date Sent to PASSHE: _____ Date Received by PASSHE: _____

Received By: _____

VITAE ATTACHED: _____ YES _____ NO

OTHER MATERIAL ATTACHED: _____ YES _____ NO