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## *The President’s Message... Article 29: Retrenchment*

You may have heard the word “retrenchment” spoken at some point and wondered what it meant. Retrenchment is the laying off of faculty (even faculty with tenure) for institutional reasons involving course or program elimination or financial duress.

I want to briefly talk about retrenchment in today’s message because, as I am sure you are aware, retrenchment is currently taking place at other PASSHE schools—specifically, Kutztown, Mansfield, and East Stroudsburg.

Article 29 of the CBA covers retrenchment. It is a long article, so I will just touch on some of the more important elements. A comprehensive handout on retrenchment, put together by APSCUF’s contract department, is included in this newsletter:

- (1) Retrenchment is typically done at the level of the University—it is not typically done at the level of the State System. Thus, if retrenchment were to take place at Clarion University, it would almost certainly have to be done at the behest of the President. Of course, a President can always be ordered by the Chancellor to retrench.
- (2) Any University that intends to retrench faculty must first Meet & Discuss with APSCUF regarding this intention and must provide appropriate documentation regarding the need (academic or financial) for retrenchment.
- (3) Any University that retrenches faculty in a particular department is supposed to do so by first retrenching the part-time temporary faculty in the department and then the full-time temporary faculty in the department. Only after all of these individuals have been retrenched, which will standardly involve their simply not being renewed, are full-time tenured (or tenure-track) faculty in the department to be retrenched. Tenured or tenure-track faculty should be retrenched in inverse order of seniority, i.e., the least senior faculty is supposed to be retrenched first. That said, there are past cases of retrenchment that have gotten around seniority in a department.
- (4) Tenured or tenure-track faculty members who are to be retrenched must be notified during the academic year by a certain date. For first-year probationary faculty, the date is March 1<sup>st</sup>. For second-year probationary faculty, the date is December 15<sup>th</sup>. For probationary faculty beyond the second year, the date is December 1<sup>st</sup>. For tenured faculty members, the date is October 30<sup>th</sup>.
- (5) Retrenched faculty retain certain preferential hiring rights both at their current University and at the other thirteen universities in the State System. These rights are spelled out in great detail in Article 29 and are covered nicely in the enclosed handout.

What should you take from all of this? You should keep in mind a couple of things:

(Continue on Page 2)

(i) The need for retrenchment will vary from University to University as some Universities will be under more financial duress than others. Clarion does not appear to be under the kind of financial duress that would lead to retrenchment this academic year, but next year could be drastically different. So much depends on variables we cannot control such as the end of stimulus funding, tax revenues and state-budget projections, the prioritization of the PASSHE within the Governor's budget, and the willingness of the Board of Governors to fill in budget gaps with tuition increases.

(ii) Clarion APSCUF has not been contacted by Management regarding retrenchment of any faculty for any reason and our President has formally stated that no retrenchment will take place this calendar year.

So, retrenchment is real and it is frightening, but it is not currently happening at Clarion. I will do my best to make sure it never does.

Jamie Phillips  
President, Clarion APSCUF

**FALL 2010 MEETING DATES**  
(Please mark your calendars!)



**EXECUTIVE COMMITTEE (EC)**

Tuesday, November 19  
Tuesday, November 30  
(All meetings are held @ 3:30 pm  
In Room B-8 Hart Chapel)

**DEPARTMENTAL REP COUNCIL (DRC)**

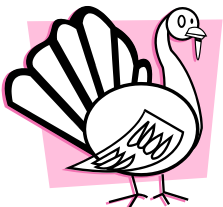
Tuesday, December 7  
(All meetings are held @ 3:30 pm  
in Room 202 Still Hall)

**MEET & DISCUSS**

Friday, November 19  
Tuesday, November 23 @ 3:30 pm – Pre-Meet  
Friday, December 3  
(All meetings are held @ 2 pm)

**LEGISLATIVE ASSEMBLY 2010--2011**

\*February 3 - 5, 2011  
Holiday Inn East, Harrisburg  
\*April 14 - 16, 2011  
Four Points Sheraton, Greensburg



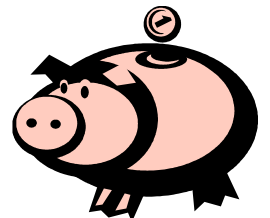
**In observance of Thanksgiving, the APSCUF office will be closed Thursday and Friday, November 25 and 26 and will reopen Monday, November 29 at 8 am.**

**Congratulations to Dr. Kreag Danvers, newly elected chair of the Accountancy Department.**

**Welcome aboard to our newest APSCUF Member, Catherine Allgeier from the Accountancy Department.**

**Enrollment for the *Flexible Spending Account* is open NOW through November 12, 2010.**

A flexible spending account offers you the opportunity to set aside tax-free money for medical and/or dependent care out-of-pocket expenses. Enroll now for the 2011 calendar year. In either the medical reimbursement account or the dependent care account, you estimate your annual out-of-pocket expenses and that amount will be deducted from your check over the pays you receive in the 2011 calendar year. Once you submit a claim, you will be reimbursed through your regular pay. (See Insert)



**If you are enrolled in the FSA for 2010, please remember that you must complete a new FSA enrollment form for the 2011 calendar year. PLEASE SEND COMPLETED ENROLLMENT FORMS TO SHELLY WILLIAMS IN HUMAN RESOURCES – B25 CARRIER.**



## APSCUF MEMBERS SPECIAL SERVICES

All full dues paying APSCUF members are eligible to use the Special Services program. Information on these programs (including links and access codes) are available 24/7 to members via the “Members Only” section of the State PASCUF web site at [www.apscuf.org](http://www.apscuf.org). It’s easy to register for the “Members Only” site – just contact Jan in APSCUF office and provide a user name and password.

### PREFERRED GROUP VEHICLE INSURANCE

If you are a full dues paying member of APSCUF/APSCURF and qualify for insurance under Nationwide Group Vehicle Insurance, you may be able to purchase vehicle insurance at a lower cost than your present carrier. Nationwide revised its group program in 2004 – if you have not received a Nationwide quote recently – you may want to check them out again to see if you can save money on your insurance.

### HOMEOWNERS/RENTERS INSURANCE

If you are a full dues paying member of APSCUF/APSCURF and qualify for insurance under Nationwide Homeowners, you may be able to purchase insurance at a lower cost than your present carrier.

### SCHOLARSHIP AWARDS (LOCAL AND STATE)

Each local APSCUF chapter has a scholarship fund and its own regulations governing the disbursement of scholarship money. State APSCUF will match each local’s funds up to a maximum of \$1000.00. For more information, contact your local APSCUF office. State APSCUF offers an annual State Scholarship. See web information for entire application packet and guidelines.

State APSCUF has an annual scholarship program. Information about the scholarship is normally announced in October with the deadline for application/essay materials being the first part of March. The recipient is announced in August. Completed packets (eligibility rules and guidelines) may be downloaded from [www.apscuf.org](http://www.apscuf.org) or from the local APSCUF office.

### VEHICLE PRICING PROGRAM

Any full dues paying member of APSCUF/APSCURF may contact the Director for Membership Services to obtain pricing information for new and used vehicles. State APSCUF maintains current editions of the Kelley Blue Book New Car Price Manual and “Powersystem”, a computerized pricing program. In addition, APSCUF has added the N.A.D.A.

Evaluator System, a used vehicle pricing system. Plus, APSCUF carries the current editions of the Eastern Edition of the N.A.D.A. Official Used Car Guide and the National Edition of the Official Older Used Car Guide. The New Cost Guide provides retail and invoice prices on almost all models and factory-installed options.

These prices may be provided over the telephone, through the mail, or fax. The N.A.D.A. books give average trade-in, loan and retail values for models, including various options. The N.A.D.A. Evaluator provides the current wholesale and retail prices for vehicles.

### DISCOUNT MAGAZINE PROGRAM

The Quality School Program (QSP) is owned and operated by Readers Digest. QSP is more widely known for its fundraising efforts in basic education. There are two ways to order – on-line and/or through the mail. Information is generated and distributed each academic year of at least the top 250 magazines. Each local APSCUF office and the state APSCUF office have a supply of the brochures, order forms, instruction sheets, and a copy of a complete listing of available magazines.

### DESTINATIONS/QUEST

Any full dues paying member of APSCUF/APSCURF may join Destinations/Quest. At a low yearly rate, Destinations will provide members with a membership packet which entitles them to a discount at certain hotels/motels across the USA.

### THEME PARK DISCOUNTS

Seasonal discount coupons for various amusement parks are available from your local APSCUF office.

### MAY & COMPANY

May & Company provides discounted rate on top-rated mattresses. Faculty interested in this service should contact the local APSCUF office or the Director of Membership Services at State APSCUF. For pricing information, see the message posted in the Special Services section of the “Members Only” site.

### VERIZON WIRELESS DISCOUNT PROGRAM

Active APSCUF members can enjoy an 18% discount off their current or new Verizon Wireless account. Discount applies to accounts costing more than \$34.99 a month. Faculty interested in this service should contact the local APSCUF office or the Director of Membership Services at State APSCUF. To find out how to register for the Verizon Wireless discount, please visit the “Members Only” site at [www.apscuf.org](http://www.apscuf.org).



**DON'T FORGET...HEALTHY U PHASE IV ENDS May 31, 2011. For detailed information, go to [www.apscuf.org](http://www.apscuf.org) and click on to the left hand side “Healthy U”.**



## Contractual Committee Chairs

Promotion Chair – Nancy Clemente  
Tenure Chair - William Buchanan

Sabbatical Leave Chair – Annette Rosati  
CCPS Chair – Barry Sweet



For a complete listing of all the members of the contractual committees, go to [www.apscuf.org/clarion](http://www.apscuf.org/clarion) and click onto “Officers and Contact Information”.

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### GRANTS AVAILABLE FOR UNIVERSITY WELLNESS INITIATIVES

The Pennsylvania Faculty Health and Welfare Fund announced the continued availability of up to three (3) \$1,000.00 Wellness Promotion Grants to each PASSHE university every academic year. Each university may apply for up to three (3) grants in combination, but no more than two (2) Health Awareness Grants or two (2) Healthy Lifestyle Grants (example: two (2) Health Awareness Grants and one (1) Healthy Lifestyle Grant).

1 The **Health Awareness Grant** is a \$1,000 matching grant for campus-wide wellness and prevention activities such as wellness fairs and single topic wellness sessions. Grant applications must include documentation of dollar-for-dollar matches from campus or community organizations. The funded activities must include Faculty participation,

2 The **Healthy Lifestyle Grant** is a \$1,000 grant to fund risk reduction activities that include at least six (6) hours of programming and include faculty participation. Topics that qualify for grants include, but are not limited to, the following: weight reduction, smoking cessation, healthy eating, exercise and stress reduction.

Completed grant applications must be submitted to the Fund Office in Harrisburg for consideration by the Fund's Wellness Committee. **All grant applications must be submitted using the grant application form, including completion of the questions, and must be signed by Janice Krueger, Clarion APSCUF Health and Welfare Specialist.** Questions regarding the grant program should be directed to Timothy Buchanan at the Fund Office, 717-233-4713. The application can be downloaded from the PA Faculty Health & Welfare Fund website at [www.pafac.com](http://www.pafac.com) or the State APSCUF website at [www.apscuf.org](http://www.apscuf.org).

### **REMINDER: Fall 2010 Supplemental Payments: Overload & Related Payments – November 5<sup>th</sup> paycheck Distance Education – December 3<sup>rd</sup> paycheck**



**Congratulations and job well done to the students of Clarion University's Communications Department in winning State APSCUF's TV commercial contest. The commercial is a collaborative effort of WCUC FM, WCUB TV and The Clarion Call. State APSCUF recently awarded Clarion University a \$500 prize for the video titled "Let's Be Amazing Together" promoting the positive aspects of the college community. To view the commercial, go to <http://www.apscuf.org/PR.html>.**

**Also, you can also view the news article in last Thursday's November 4, 2010, edition of The Clarion Call. <http://www.clarioncallnews.com>**

APSCUF is very active  
in the social media scene!  
Follow APSCUF on the web!

FOLLOW US ON 

[www.twitter.com/apscuf](http://www.twitter.com/apscuf)

Find us on:  
 **facebook.**

"APSCUF Faculty and Coaches"

The NEW APSCUF Blog!

<http://apscuf.wordpress.com>

PLEASE NOTE: EFFECTIVE JANUARY 1, 2011, STATE APSCUF'S MAILING ADDRESS WILL BE 319 NORTH FRONT STREET, HARRISBURG, PA 17101. THEY WILL NO LONGER HAVE A POST OFFICE BOX.

**Have you visited APSCUF's blog recently?**

It's available at: <http://apscuf.wordpress.com/>

# RETRENCHMENT RIGHTS

## Questions and Answers

Prepared by:  
Mary Rita DuVall-Quinn  
Head of Contract Department

### 1. Retrenchment can occur on what basis?

Reasons for retrenchment can include financial considerations, program curtailments, elimination of courses. (Article 29.B)

### 2. What is the State System/University obligated to do prior to announcing Retrenchment?

To call for a Meet/Discuss on *avoidance* of retrenchment prior to issuing retrenchment notices. Meet and Discuss on avoidance of retrenchment is to occur before retrenchment notices are issued. (Article 29)

### 3. To the extent practicable, the State System/University needs to allow *attrition* to be utilized to effect the required reduction of Faculty. (Article 29.B.1) **If Retrenchment cannot be avoided totally by attrition and it becomes necessary to retrench, what is the Order of Retrenchment?**

APSCUF and the Faculty Members in the department shall be notified prior to implementation in the following order:

- Temporary, part-time
- Temporary, full time
- Regular, part-time (non-tenure track faculty)
- Regular, part-time (grandfathered tenure or tenure track faculty.)
- Regular full-time

### 4. How is the “Order of Retrenchment” applied?

University seniority applied on a departmental basis.

Retrenchment of academic faculty members occurs within a department beginning with the least senior faculty member based on the length of service from most recent hire date at the university providing the remaining faculty members have the necessary qualification to teach the remaining courses or perform the remaining duties. (Article 29.C.1)

Retrenchment of administrative faculty members occurs 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 member have the necessary qualifications to perform the duties. (Article 29.C. 2.)

### 5. What is the timeline for notification to faculty members who will be retrenched?

First-year probationary non-tenured faculty members:	March 1
Second-year probationary non-tenured faculty member:	December 15
Probationary non-tenured faculty member beyond the second year:	December 1

Retrenchment is effective at the end of a contract year for a temporary faculty member or at the end of the academic year for tenured or tenure track faculty member.

**6. What if the faculty member is not provided with a timely notice by the deadline dates as specified?**

Failure to provide the required notice by the deadline date may result in reversing the decision to retrench. Contact APSCUF immediately.

**7. Can a probationary faculty member who has secured positive recommendations for renewal from the department chairperson and department evaluation committee and is then retrenched grieve the retrenchment as an improper non-renewal?**

Retrenchment is not 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. In addition, non-renewal cannot be used in place of retrenchment. (Article 29.F.1.)

**8. What is the definition of seniority for retrenchment purposes?**

Seniority for retrenchment is defined as the length of service from the most recent date of hire at the university. (Article 29.C. 1.)

**9. What is an individual faculty member's responsibility in assuring the accuracy of his seniority ranking?**

Seniority lists are posted on or before November 1 of each year in each department. Ranking of 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. Please verify the accuracy of the posting on a yearly basis. (Article 29.M. *See also* Appendix A.)

**10. If a faculty member only ever worked in the department to be retrenched, what rights does he/she have to other vacancies at the university?**

The University must make a reasonable effort to place the faculty member in another existing or newly created vacant APSCUF bargaining unit position at the university, if the faculty member is deemed qualified for that vacancy. The vote of the receiving department is not necessary. (Article 29.D. 1.)

**11. How will an acceptance of an intra-university position/rehire in the time of retrenchment impact a faculty member's status?**

Intra-University placement (department to department) does not impact a faculty member's probationary or tenured status, seniority credit, rank, step or FTE. (Article 29.D.)

**12. If a faculty member has been in his/her current department for less than 5 years and the current department is now undergoing retrenchment, but the faculty member was previously employed in another department, what rights does he/she have to return to another department?**

If an academic faculty member has been a member of more than one department and he/she is retrenched from his/her current department with less than five years within the retrenched department, he/she may return to his/her former department. CBA does not require a vacancy. (Article 29. D.a.)

**13. If a faculty member has been in his current department for more than 5 years and the current department is now undergoing retrenchment, but the faculty member was previously employed in another department, what rights does he/she have to return to another department?**

If an academic faculty member has been a member of more than one department and he/she is retrenched from his/her current department with more than five years within the retrenched department, he/she may return to his or her department *if either the president or receiving department approves*. CBA does not require a vacancy. (Article 29 D.b.)

**14. May a faculty member volunteer for retrenchment?**

When a notice of retrenchment notice is issued to faculty members within a department, program or administrative unit, an agreement to volunteer for the retrenchment (amongst faculty members) may be reached within that department. (Article 29.E.)

**15. How long does a department have to reach a voluntary retrenchment agreement?**

The department has 60 days from the date that the first faculty member within the department receives notice of retrenchment to reach a voluntary agreement. (Article 29. E.)

**16. When a voluntary agreement is reached, what date will be considered the date of retrenchment for the faculty members who volunteers for retrenchment?**

When a voluntary agreement is reached, the date of the original notice of retrenchment to the faculty members shall be considered the date of notice to the faculty member who has voluntarily agreed to be retrenched. (Article 29.E.)

**17. May the University refuse to accept a faculty member's voluntary retrenchment?**

Voluntary arrangements may not override the contractual requirements that the remaining faculty members within the department have the qualification to teach the remaining courses or perform the remaining duties. (Article 29.E.)

**18. What is the difference between a preferential rehire list (recall) and a preferential hire list?**

A preferential rehire (recall) list is a listing of faculty members who have been retrenched at a particular university and subject to recall by seniority to that particular university only. Each university undergoing retrenchment will have a separate recall list and faculty members will be recalled to the university in which they received their retrenchment notice based upon all vacancy availabilities, if deemed qualified. (Article 29.J.)

A preferential hiring list is a list of all retrenched faculty members across all universities to a right to vacancy throughout all PASSHE universities based on seniority, if deemed qualified. (Article 29.G.)

**19. Does a probationary faculty member who is retrenched have preferential hiring and rehiring (recall) rights?**

Yes. A probationary faculty member is entitled to certain benefits such as preferential hiring and rehiring (recall) that they are entitled to if deemed qualified for the position. (Article 29.G.,29.J.)

**20. How long will a probationary faculty member who is retrenched have preferential recall/hiring rights, if deemed qualified?**

The probationary faculty member shall be given preference for either the time equal to his/her length of service at the University, or three years from his/her date of retrenchment, whichever is LESS for recall/rehire. Date of retrenchment means date of loss of employment, not date of the retrenchment notice. (Article 29.G.1)

**21. What rights to preferential hiring does a faculty member have if they received a notice of retrenchment but have not yet been retrenched?**

If a faculty member receives a notice of retrenchment, the faculty member can apply for vacancies and shall get preferential hiring rights as if already retrenched. (Article 29.D.3)

**22. When does a faculty member's preference right to rehire or recall end?**

All preference rights for retrenchment purposes cease upon a faculty member accepting a *regular full-time* position or three (3) years or length of service, whichever is less. (Article 29 D. 1 Tenured and Tenure track faculty members, not RPT faculty (non-tenured).

**23. How long does a faculty member's name remain on the preferential rehire/recall list for this particular university?**

A faculty member will remain on the preferred rehiring list only during his/her furlough period or until the faculty member rejects or fails to respond to a second offered full-time position of one or more years (this includes temporary full-time positions) or is the faculty member is hired or rehired as regular faculty member. (Article 29.J.)

**24. How will a faculty member be notified of an offer of vacancy under their rehire/recall rights at the particular university in which they were retrenched?**

A vacancy offer for recall will be sent from the university in which the faculty member was retrenched via registered mail to the last known address of the most senior qualified faculty members and to APSCUF. (Article 29.J.) It is the faculty member's responsibility to keep the university and the Office of the Chancellor's office informed of current address.

**25. When an offer of rehire/recall is given to a faculty member, how long does he /she have to respond?**

The job offer shall remain open for 15 days. If the faculty member rejects the offer in writing, or if he/she does not respond his or her name will be passed over, but his or her name shall remain on the preferential rehire list. (Article 29.J.)

**26. Do part-time faculty members have preferential rehire/recall rights?**

Part-time faculty shall have recall rights to part-time positions but shall be considered for full-time positions as per contract Article 11.

**27. Does the acceptance of a temporary full-time position extinguish the faculty member's preferred rehiring rights or preferred hiring rights?**

No. Acceptance of a temporary full-time position of one or more years does not extinguish the faculty members preferred rehiring rights. (Article 29.D.2. and G, and Article 29.J.)

**28. If a junior faculty member in the department is retrenched, if she/he is actually more qualified or more skilled than senior department faculty, can this faculty member avoid retrenchment?**

Management is afforded no flexibility with the seniority lists: The burden of proof lies on the faculty member who is retrenched to show that the remaining senior faculty members in the department do not have the “necessary qualifications” to teach remaining courses or the performance of remaining duties. (Kasher Arbitration Ruling 2/22/90)

**29. What entitlement rights does a retrenched faculty member have to a sabbatical?**

A retrenched faculty member shall not be deprived of his/her scheduled sabbatical leave. (Article 29.F.)

**30. A faculty member who is retrenched is entitled to what benefits upon separation?**

Upon separation, a faculty member shall be provided with hospital and medical benefits, health and welfare benefits, and life insurance coverage for a period of (6) six months or until permanent employment begins, whichever is less. (Article 29.J.)

**31. What benefits is a faculty entitled to upon rehire/recall to the university in which he was retrenched?**

If rehired/ recalled a faculty member will receive the same rank and step as when retrenched and will retain sick leave accumulation, *credit for tenure*, and credits for sabbatical. The faculty member will not be considered a new hire for purposes of fringe benefits and may purchase retirement service credit pursuant to applicable SERS regulations. (Article 29.J.)

**32. How will a faculty member be notified of any university-wide vacancies available to him/her under their preferential hiring rights?**

A notice of vacancy (temporary and tenure track vacancies) will be posted at the university, sent to State APSCUF, sent to a designee at the Office of the Chancellor and sent to each faculty member who has received notice of retrenchment or who is within his/her furlough period. (Article 29.G.)

**33. How long does the retrenched faculty member from have to respond to another university vacancy?**

The retrenched faculty member has *30 calendar days* to respond to the university president expressing desire to exercise preferential hiring rights with a letter of application and other appropriate documentation. Letters received after the 30 days will be considered with all applicants for the vacancy (Article 29.G.)

**34. Assuming more than one faculty member applies for a vacancy, what order of preference will be given to a retrenched faculty members?**

The order of preference for a university-wide vacancy is as follows: First, qualified faculty members on the preferential *rehiring list* of the university at which the vacancy occurs (Article 29 J., recall); then, preference is given in the order of seniority to those faculty members with preferential hiring rights who are deemed qualified by the receiving department and by the university president.

**35. At what step and rank may a faculty member be appointed when exercising his preferential hiring rights?**

Retrenched faculty members may be appointed at any step within his/her rank at the time of retrenchment or at any step within the rank immediately below the rank at time of retrenchment. EX: An Associate Professor may be *preferential hired* at any step within the rank of Associate Professor or at any step within the rank of Assistant Professor. (Article 29.G)

**36. At what step and rank may a faculty member be appointed when exercising preferential hiring rights in a grant funded position?**

Retrenched faculty members appointed to positions funded by grant monies may be appointed at the rank stated in the notice of vacancy at a step as set by the president. (Article 29.G)

**37. When does seniority begin for a retrenched faculty member who accepts a vacancy through preferential hiring rights at another university?**

Seniority will begin immediately on the date of appointment for a faculty member who accepts a vacancy at another university by exercising preferential hiring rights. Faculty member will hold seniority over all new hires with the same date of appointment. (Article 29 H.)

**38. If a retrenched faculty member is appointed to a position within his furlough period at another university by exercising preferential hiring rights, what benefits will she/he retain?**

A faculty member who is appointed within his/her furlough period by exercising his preferential hiring rights at another university will retain all accumulated sick leave and sabbatical leave credits and all fringe benefits (length of service for annuitant care, re-enrollment in indemnity healthcare plan, right to repurchase SERS). (Article 29.H)

**39. If a faculty member is tenured at the time of retrenchment, and accepts an appointment at another university by exercising his/her preferential hiring rights within the furlough period, what happens to his/her tenure status?**

If tenured at the time of retrenchment and within his/her furlough period, a faculty member will be appointed with tenure if s/he receives a majority of regular full-time department faculty votes from the receiving department at the receiving university; and the approval of the university president, otherwise:

The faculty member will serve a one-year probationary period at the receiving university and apply for tenure pursuant to Article 15 Tenure. (Article 29.I.)

**40. If a faculty member is not tenured at the time of retrenchment, and accepts an appointment at another university by exercising his/her preferential hiring rights within the furlough period, what happens to his/her tenure track status?**

If a faculty member is not tenured at time of retrenchment or notice of retrenchment, provisions of Article 15 applies (five years of probationary status will be required unless university president gives credit). (Article 29.I.)