

TEMPORARY SIDE LETTER ON RETRENCHMENTS

The State System and APSCUF enter into this temporary side letter to address the unique circumstances involving retrenchments which the State System and/or Universities anticipate undertaking at the end of the 2021-2022, 2022-2023, and/or 2023-2024 academic years. This side letter shall not create a precedent for any other types of decisions or otherwise alter the collective bargaining agreement.

The provisions in the side letter are based upon the availability of the funding for the System, announced by Governor Wolf on July 1, 2021, to mitigate impacts of the System's ongoing sustainability planning on bargaining unit members. The System agrees to share with APSCUF, upon request, accurate data and information regarding the availability and expenditure of these funds, including supporting financial, staffing and other records.

In order to allow additional time for the parties and affected FACULTY MEMBERS to take action to mitigate the impact of retrenchments currently anticipated to take effect at the end of the 2021-2022, 2022-2023, and/or 2023-2024 academic years, and to take action to address fiscal concerns, the parties agree as follows:

1. Deferral of Retrenchments

All retrenchments that might otherwise have taken place at the end of the 2021-2022 or 2022-2023 academic years shall be deferred until the end of the 2023-2024 academic year. Should faculty attrition, transfers, student recruitment/retention measures, and other mitigation efforts be insufficient to render retrenchments unnecessary owing either to programmatic or economic circumstances by that time, retrenchments may be pursued in accordance with the provisions of Article 29 of the collective bargaining agreement.

2. Letter of Intent to Retrench

- a. Any FACULTY MEMBER whose potential retrenchment is deferred under this side letter, or whose retrenchment is anticipated at the end of the 2023-2024 academic year, shall be provided a letter of intent to retrench, with a copy to Local and State APSCUF. The letter of intent to retrench may be issued in advance of the deadline set forth in Article 29, Section F.
- b. The letter of intent does not replace the requirement of such notice pursuant to Article 29, Sections B.2. and F., which shall be issued at the appropriate time, in accordance with those Sections, in the event that retrenchments are planned to take effect at the end of the 2023-2024 academic year. When and if such notice is issued, all rights attendant to receipt of such notice take effect consistent with the terms of the collective bargaining agreement in effect at the time of such notice.

- c. If any letter(s) of intent to retrench are issued pursuant to this side letter, the STATE SYSTEM/UNIVERSITIES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the anticipated reduction of FACULTY.

In pursuit of this objective, and given the financial constraints referenced in paragraph 2 of this side letter, PASSHE and APSCUF will work together with faculty receiving a letter of intent to retrench to identify alternatives, including but not limited to the use of a fall 2021 retirement incentive (ESLP), and the use of CBA Articles 29 & 34.

- d. If circumstances change prior to the 2023-2024 academic year, letters of intent to retrench may be withdrawn as to any particular FACULTY MEMBER whose retrenchment is no longer anticipated, consistent with the provisions of Article 29, Section B.2. and C.

3. Rights of Faculty, Departments and APSCUF Upon Issuance of a Letter of Intent to Retrench

- a. In the event that any FACULTY MEMBER receives a letter of intent to retrench pursuant to this Side Letter, the FACULTY MEMBER and department shall be the entitled to exercise their rights under Article 29, Sections D, E, G, H, I and J, and under Article 34, to the same extent as if they had received notice of retrenchment under Sections B.2. and F.
- b. In the event that any FACULTY MEMBER receives a letter of intent to retrench pursuant to this Side Letter, APSCUF shall be entitled to the same rights and processes under Article 29 as would be the case if the University had issued notice to any individual FACULTY MEMBER under Article 29, Sections B.2. and F.

4. Limitation


In all other respects, the provisions of Article 29 and the remainder of the collective bargaining agreement remain unaltered by this side letter.

5. Enhanced Sick Leave Payout

In order to expand opportunities to avoid retrenchments, the parties agree to:

- a. Extend the deadline for FACULTY MEMBERS to opt into the second window of the current Enhanced Sick Leave Payout program to November 15, 2021.

- b. Apply the multiplier factor for the applicable years of service noted in the table of Section D.1. of the February 5, 2021 Enhanced Sick Leave Payout Side Letter to eligible faculty retirements submitted between March 16, 2021 and November 15, 2021, with an effective date of retirement between July 1, 2021 and June 30, 2022.
- c. All other provisions of the current Enhanced Sick Leave Payout Side Letter, remain unaltered by this side letter.


 For STATE SYSTEM _____ 10/19/21
 Date


 For APSCUF _____ 10/21/21
 Date