

This proposal is presented as part of the University's package proposal.

## **UNIVERSITY OF PITTSBURGH PACKAGE PROPOSAL**

**March 29, 2024**

The University makes the following package proposal to the Union. In making this package proposal, such package would have to be accepted in full in order for the parties to reach a tentative agreement on the following articles:

1. Compensation
2. Benefits [no change]
3. Leaves
4. Layoffs
5. Shared Governance
6. Management Rights
7. No Strike/No Lockout

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 29, 2024

### Compensation

#### 1. Full-Time Bargaining Unit Faculty

- a. Annual Maintenance Increase: Effective on the following dates, full-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the previous fiscal year, shall receive an increase to their base salary as follows:

Effective Date

July 1, 2023	4.0%*
July 1, 2024	2.750%
July 1, 2025	2.50%

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Maintenance Increase above.

If the University's Board of Trustees approves a workforce compensation increase that includes an Annual Maintenance Increase of more than 2.750% for full-time non-bargaining unit employees effective July 1, 2024, and/or 2.5% effective July 1, 2025, then eligible full-time bargaining unit faculty members shall receive the same percentage increase instead of the 2.0%-applicable increase referenced above. If eligible full-time bargaining unit faculty members have already received the 2.750% and/or 2.5% Annual Maintenance Increase, as applicable, then they shall receive the differential between the increase approved by the Board and applicable Annual Maintenance Increase set forth above the 2.0%.

\*Upon ratification of this Agreement, full-time bargaining unit faculty members whose annual salaries are below the applicable minimums set forth in Section 1.c of this Article will receive the greater of 4.0% on their base salary as of July 1, 2023, or \$60,000, up to a maximum of \$60,000 or the applicable minimum as set forth below.

- b. Promotional Increases: Full-time bargaining unit faculty members in the professorial ranks who are promoted to a higher rank on or after the date of ratification of the Agreement, shall receive a minimum increase to their base salary as follows:

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- i. Assistant to Associate Professor: \$5,000;
- ii. Associate to Full Professor: \$7,500.

Promotional increases for Instructors shall be at the discretion of Employer.

Full-time bargaining unit librarians who are promoted to a higher rank on or after the date of ratification of the Agreement, shall receive a minimum increase of \$5,000 to their base salary.

Full-time bargaining unit faculty members appointed to the Falk School who are promoted to a higher level on or after the date of ratification of the Agreement, shall receive a minimum increase of \$2,000 to their base salary.

Promotional increases will become effective after the annual increase for the year that the promotion becomes effective.

c. Minimum salaries:

- i. Except as outlined below, the minimum base annual salary for full-time bargaining unit faculty members shall be \$60,000.
- ii. With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Instructor who possess a terminal degree shall be \$60,000.
- iii. With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Instructor who do not possess a terminal degree, or who are in the process of obtaining a terminal degree, shall be \$50,000.
- iv. With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the Falk School shall be \$50,000. Notwithstanding the foregoing, the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Educator Level D shall be \$60,000.

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- v. The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the ranks of Professor, Associate Professor, Assistant Professor and Librarian, Instructor and Lecturer who possess a terminal degree, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (e.g., Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be \$60,000. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of \$60,000.
- vi. The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the ranks of Instructor and Lecturer, who do not possess a terminal degree or who are in the process of obtaining a terminal degree, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (e.g., Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be \$50,000. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of \$50,000.
- vii. The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the Falk School, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (e.g., Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be \$50,000. Notwithstanding the foregoing, the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Educator Level D shall be \$60,000. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined

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minimum annual salary of \$50,000 (or, for those appointed to the rank of Educator Level D, \$60,000).

- d. The Employer may, in its discretion, offer individual bargaining unit faculty members salary adjustments as retention, merit, market, and equity adjustments. These increases are not subject to bargaining.
- e. Bargaining unit faculty members may request review of a salary adjustment decision by submitting a written request to their department and unit head, including relevant supporting documentation, as appropriate. Such requests must be submitted no later than December 15. The Employer may accept, in whole or in part, or reject the request, in its sole discretion.
- f. A list of such retention, merit, market, and equity increases shall be provided to the Union annually in [month] of each year. The list shall include the individual's name, rank, department, previous salary, amount of increase and effective date.
- g. The Employer will continue to provide temporary salary increases as it has in the past, with its same sole discretion, for special duties including but not limited to, serving as Director of Graduate Studies, serving as Director of Undergraduate Studies, supplemental positions in the Falk School, or serving on labor-intensive University-wide committees.

## 2. Part-time Appointment Stream Bargaining Unit Faculty

- a. Annual Maintenance Increase: Effective on the following dates, part-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the last fiscal year, shall receive an increase to their rate as follows:

Effective Date

<del>July 1, 2023</del> <u>Date of ratification</u>	4.0%
July 1, 2024	<del>2.75</del> 0%
July 1, 2025	2. <del>50</del> 0%

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Maintenance Increase above.

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If the University's Board of Trustees approves a workforce compensation increase that includes an Annual Maintenance Increase of more than ~~2.750%~~ for part-time non-bargaining unit employees effective July 1, 2024, and/or 2.5% effective July 1, 2025, then eligible part-time bargaining unit faculty members shall receive the same percentage increase instead of the ~~2.0%-applicable~~ increase referenced above. If eligible part-time bargaining unit faculty members have already received the ~~2.750%~~ and/or 2.5% Annual Maintenance Increase, as applicable, then they shall receive the differential between the increase approved by the Board and the applicable Annual Maintenance Increase set forth above ~~2.0%~~.

b. Minimum rates per credit:

The minimum rate per credit for part-time appointment stream bargaining unit faculty with teaching responsibilities is as follows:

Regional Campuses: \$1875 per credit

Pittsburgh Campus: \$2500 per credit

Minimum rates per credit shall not apply to part-time appointment stream faculty who teach part of a course or to team-taught courses.

- c. Part-time appointment stream bargaining-unit faculty members with non-instructional responsibilities will be compensated at a prorated minimum rate equal to the bargaining unit faculty member's percent effort, as determined by their department, at 75% of a full-time annual salary of \$60,000.

### **3. Overload**

Full-time bargaining unit faculty who teach overload will be compensated at least the minimum rate per credit for each credit of overload that they teach.

### **4. Pay Schedule**

The University shall pay all bargaining unit faculty monthly.

### **5. Savings Clause**

Notwithstanding the above or any other Article of this Agreement, in the event that the University does not receive or there is a significant decrease in its annual appropriation, compared to the prior fiscal year, for state-related universities from the Pennsylvania General

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Assembly, or in the event that there is a significant decrease in University enrollment expectations, compared to the prior fiscal year, the Employer reserves the right to delay and/or not implement the Annual Maintenance Increases, Promotional Increases or any other discretionary pay increases set forth above.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

February 29, 2024

### Benefits

- A. The Employer shall offer full-time bargaining unit faculty members access to medical plans, dental plans, vision plans, flexible spending plans, health savings accounts, life and disability insurance plans, and qualified commuter expense accounts on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law, effective as of the 2024-2025 plan year. The terms and conditions of the plans are governed by the plan documents, as they may exist from time to time.
  
- B. The Employer will contribute to the monthly premium cost of the full-time bargaining unit faculty member's medical insurance plan of choice, and bargaining unit faculty member monthly medical insurance premium contributions shall be made on a pre-tax basis. For the 2024-2025 plan year, bargaining unit faculty members will be moved to the plans, including premium contributions, set forth in Appendix \_\_\_\_\_. Effective with the 2025-2026 plan year, the Employer may, in its discretion, increase premium contributions for bargaining unit faculty for the plans referenced in Paragraph A, up to a maximum of eight percent (8%) per plan, per plan year, during the life of the Agreement. The Employer shall negotiate with the Union any increases that are greater than eight percent (8%).
  
- C. The Employer has the right to amend the plans referenced in Paragraph A, including the amount of premium contributions paid by bargaining unit faculty members, at its sole discretion and without negotiation with the Union. Notwithstanding, any changes made by the Employer to the plans referenced in Paragraph A shall be substantially similar to the terms applicable as of the ratification of this Agreement; any changes that are not substantially similar, the Employer shall negotiate with the Union.
  
- D. The Employer shall comply with all federal and state requirements, including those under the Health Insurance Portability and Accountability Act, related to the confidentiality of bargaining unit faculty medical information. If the Employer is served with a subpoena or any other legal process seeking access to a bargaining unit faculty member's health information, the Employer shall notify the bargaining unit faculty member in writing within a reasonable time period.

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- E. All full-time bargaining unit faculty members and eligible part-time tenured or tenure-stream bargaining unit faculty members shall be eligible to participate in the Employer's Defined Contribution Plan ("the Plan") on the terms applicable to other non-bargaining unit employees eligible for the Plan. The terms and conditions of the Plan are governed by the plan documents, as they may exist from time to time. During the term of this Agreement, the University agrees to continue its practice of matching eligible bargaining unit faculty members' contributions as set forth in the plan document effective as of ratification.

Notwithstanding the above, in the event of a bona fide financial exigency, the Employer reserves the right to modify, suspend or discontinue matching, in its sole discretion.

During the term of this Agreement, the Employer agrees to continue the non-contributory defined benefit plan for currently participating bargaining unit faculty members in accordance with the plan document effective as of ratification.

- F. All full-time bargaining unit faculty members shall be eligible for care.com benefits on the same terms applicable to other full-time non-bargaining unit employees. The Employer shall provide full-time bargaining unit faculty members with access to the University Child Development Center (UCDC) on the same terms and conditions applicable to other full-time non-bargaining unit employees, including any increases to tuition. The University will work to explore expansion of availability of the UCDC to bargaining unit faculty members.
- G. Bargaining unit faculty members with appointments at the Pittsburgh campus shall have access to fare-free public transportation through Pittsburgh Regional Transit to the extent such benefit is offered to other employees.
- H. Education benefits shall be made available to bargaining unit faculty members in accordance with existing University policy, subject to the eligibility requirements and all other terms of applicable University policy. During the term of this Agreement, bargaining unit faculty members shall remain eligible for University of Pittsburgh tuition benefits for eligible bargaining unit faculty members, spouses, domestic partners and dependents, in accordance with the terms of Policy AC **XX** effective as of ratification.
- I. Full-time bargaining unit faculty members with Falk School appointments shall be eligible for a scholarship covering full tuition remission for their dependent children who attend the Falk School.

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J. Bargaining unit faculty will have access to fitness facilities in accordance with University policy.

K. Upon ratification of this Agreement, except as provided herein, part-time bargaining unit faculty shall have access to benefits as follows:

- a. Part-time bargaining unit faculty who have a workload of at least four (4) credits per term or two (2) full business days per week shall have access to medical, dental and vision insurance.

Notwithstanding the above, the Dean of the School of Dental Medicine may apply to the Office of Human Resources for an exemption from the eligibility requirements in this Section J.a to make benefits under this Section available to part-time bargaining unit faculty members with clinical responsibilities appointed to the School of Dental Medicine who would not otherwise meet the requirements.

- b. Part-time bargaining unit faculty who have a workload of at least six (6) credits per term or three (3) full business days per week shall have access to the medical, dental and vision insurance, health savings accounts, life insurance, and commuter expense accounts offered to full-time bargaining unit faculty, as set forth in Paragraph A above.

L. Upon ratification of this Agreement, part-time bargaining unit faculty hired on or after the date of ratification, who are eligible for group health insurance benefits through another employer of the part-time bargaining unit faculty member or through the employer of a spouse, partner, child or parent shall not be eligible for benefits through the University.

M. Notwithstanding the above, part-time bargaining unit faculty who have benefits at the University, as of the date of ratification of this Agreement, shall continue to have such benefits until such time as they leave the University or become eligible for greater benefits under Paragraph H above. The terms and conditions of the benefit plans are governed by the plan documents, as they may exist from time to time.

N. Bargaining unit faculty members will be eligible for the Employee Emergency Fund benefit on the same terms as non-bargaining unit employees.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 29, 2024

### Leaves

#### **I. Holidays**

The University shall be closed on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- University's Observance of Spring Holiday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- The day after Thanksgiving
- December 24th
- December 25th

The dates on which these holidays are observed shall be determined by the Employer and set forth in the University academic calendar. Bargaining unit faculty members may request religious accommodation through the Office of Equity, Diversity and Inclusion, Civil Rights and Title IX.

#### **II. Full-Time Bargaining Unit Faculty**

This section shall apply only to full-time bargaining unit faculty members, with the exception of bargaining unit faculty members with an appointment in the Falk School.

##### **1. Faculty Medical and Family Leave**

All full-time bargaining unit faculty members shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions. [For avoidance of](#)

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doubt, covered bargaining unit faculty members shall be eligible for FMFL where they or their child experience physical violence, sexual violence, stalking, or psychological aggression that gives rise to a qualifying condition under AC 26.

## 2. Paid Personal Leave

Full time bargaining unit faculty members shall be eligible for four (4) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of classes and/or missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Full-time bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their personal leave and needs additional time off, they should consult with their department or unit head.

## 3. Bereavement Leave

Full-time bargaining unit faculty members will be eligible for a paid leave of three (3) working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, child-in-law, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven (7) calendar days of the death. Any remaining part of bereavement leave necessary to settle family issues associated with the death may be taken at a later time.

Bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, sibling, brother-in-law or sister-in-law, or sibling, sister or brother of a registered domestic partner.

Where a bargaining unit faculty member is required to travel to attend funeral services outside the United States, they may request an additional leave without pay for up to three (3) days, which must be taken continuously with the paid bereavement leave. Such requests shall be granted at the discretion of the Employer. ~~Bargaining unit faculty members are eligible for one (1) day of paid~~

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~~leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.~~

#### 4. Vacation

Full-time bargaining unit faculty members on twelve (12) month appointments are entitled to twenty (20) working days of vacation leave each appointment year. Unused vacation leave does not carry over from one year to the next and will not be paid out at termination. Holidays and recess periods such as Winter Recess, as set forth on the University academic calendar, are not counted as days of vacation.

Full-time bargaining unit faculty members on appointments of less than twelve (12) months do not earn vacation benefits.

#### 5. Jury Duty

Full-time bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Full-time bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

#### 6. Unpaid Leave of Absence

Full-time bargaining unit faculty members may apply for leave without pay by submitting a written request to the appropriate department chair (or Library Director, Dean or Regional Campus President as applicable), with the endorsements of the appropriate department chair and the dean or campus president, and in the Health Sciences, the Senior Vice Chancellor for Health Sciences. Such a request shall specify the period of time and the reason for such request. This request must be approved by the appropriate department chair, Library Director, Dean or Regional Campus President, and Senior Vice Chancellor for the Health Sciences, as applicable, prior to submission to the Office of the Provost. ~~, and must be~~ Requests with approvals must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period

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of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Full-time bargaining unit faculty members who receive health insurance may continue their health insurance, dental and vision coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

During unpaid leaves of absence, all Employer contributions toward retirement are suspended.

### **III. Part-Time Tenure Stream and Tenured Bargaining Unit Faculty**

#### **1. Faculty Medical and Family Leave**

All part-time tenure stream and tenured bargaining unit faculty members shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

#### **2. Paid Personal Time Off**

Part-time tenure-stream and tenured bargaining unit faculty members shall be eligible for two (2) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Part-time tenure-stream and tenured bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their Personal Time and needs additional time off, they should consult with their department or unit head.

#### **3. Vacation**

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Part-time tenure-stream and tenured bargaining unit faculty members do not earn vacation benefits.

#### 4. Jury Duty

Part-time tenure-stream and tenured bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Part-time tenure-stream and tenure bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, part-time tenure-stream and tenured bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

### **IV. Part-Time Bargaining Unit Library Faculty**

#### 1. Faculty Medical and Family Leave

Part-time bargaining unit librarians shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

#### 2. Paid Personal Leave

Part-time bargaining unit librarians shall be eligible for two (2) paid personal leave days per appointment year. Personal leave may not be accumulated or carried over into subsequent appointment years. Personal leave will not be paid out at time of termination. When taking personal leave, part-time bargaining unit librarians should inform their Director or Associate Vice Chancellor, as applicable, to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

If a part-time bargaining unit librarian has exhausted their Personal Time and needs additional time off, they should consult with their Director or Associate Vice Chancellor, as applicable.

#### 3. Vacation

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Part-time bargaining unit librarians do not earn vacation benefits.

#### 4. Unpaid Leaves of Absence

Part-time bargaining unit librarians may apply for leave without pay by submitting a written request, with the endorsements of the Director of the ULS, BLL or HSLS and the Senior Vice Chancellor for Health Sciences, as applicable. Such a request shall specify the period of time and the reason for such request, and must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Part-time bargaining unit librarians who receive health insurance, dental and/or vision benefits may elect to continue coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

#### 5. Jury Duty

Part-time bargaining unit librarians must present their jury summons to their Director or Associate Vice Chancellor, as applicable, as promptly as practicable in advance of their service date.

### V. **Part-Time Appointment Stream Bargaining Unit Faculty**

This section shall apply only to part-time appointment stream bargaining unit faculty members, with the exception of part-time bargaining unit librarians.

#### 1. Sick Leave

Each academic year, part-time appointment stream bargaining unit faculty shall be eligible for three (3) paid sick days per ~~semester or~~ academic term (Fall, Spring, Summer (full 12-week session)), during which they are appointed. Sick leave shall not be paid out upon separation of employment.

Sick leave may be used for the following reasons: 1) faculty member's own mental/physical illness, injury, or health condition, need for medical diagnosis, care or treatment, or preventative medical care; 2) care of a family member for the same reasons; 3) any other purpose required by applicable local, state, or federal law.

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When taking sick leave, bargaining unit faculty should inform their department or unit head to arrange for coverage of classes and/or missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

## 2. Paid Personal Leave

Part-time appointment stream bargaining unit faculty members shall be eligible for two (2) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Part-time appointment stream bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their Personal Time and needs additional time off, they should consult with their department or unit head.

## 3. Vacation

Part-time appointment stream bargaining unit faculty members do not earn vacation benefits.

## 4. Unpaid Leaves of Absence

Part-time appointment stream bargaining unit faculty members may apply for leave without pay by submitting a written request, with the endorsements of the appropriate department chair and the dean or campus president, and in the Health Sciences, the Senior Vice Chancellor for Health Sciences. Such a request shall specify the period of time and the reason for such request, and must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Part-time appointment stream bargaining unit faculty members who receive health insurance, dental and/or vision benefits may elect to continue coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits

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Department to reactivate participation within sixty (60) days after their return date from leave.

5. Jury Duty

Part-time appointment stream bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date.

**VI. Falk School Bargaining Unit Faculty**

1. Faculty Medical and Family Leave

All full-time bargaining unit faculty members appointed to the Falk School shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

2. Paid Personal Leave

Full-time bargaining unit faculty members appointed to the Falk School shall be eligible for four (4) paid personal days. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination.

Falk School full-time bargaining unit faculty members must request to take such leave in advance, in accordance with Falk School policies and procedures and subject to approval by the Falk School Director. Falk School bargaining unit faculty members may not take more than three (3) consecutive personal days at a time during the school year.

3. Bereavement Leave

Falk School full-time bargaining unit faculty members will be eligible for a paid leave of three (3) working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, child-in-law, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or parent of registered

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domestic partner. Bereavement leave associated with funeral services must be taken within seven (7) calendar days of the death. Where a bargaining unit faculty member is required to travel to attend funeral services outside the United States, they may request an additional leave without pay for up to three (3) days, which must be taken continuously with the paid bereavement leave. Such requests shall be granted at the discretion of the Employer. Falk School bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

#### 4. Jury Duty

Falk School full-time bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Falk School full-time bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

### **VII. Military Leave**

The Employer shall grant unpaid military leave and re-employment rights to eligible bargaining unit faculty members, as required by applicable federal and state law.

### **VIII. Union Conferences and Trainings**

1. The Employer will provide a total of ten (10) days of leave per academic year for use by designated bargaining unit faculty members for the purpose of attending conferences, trainings, or other programming sponsored or endorsed by the Union. The Union may designate no more than two (2) bargaining unit faculty members for eligibility for leave under this Section. Leave taken pursuant to this Section will not impact pay.
2. Bargaining unit faculty members designated by the Union for leave pursuant to Section VII.1 must be active members of the Labor-Management Committee.

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3. Bargaining unit faculty members who take leave pursuant to this Section will not be released from teaching responsibilities for the purposes of this Section. Participation in Union conferences, trainings and other programming will count as a service activity.

## IX. Union Workload Buyouts

1. The Union may ~~request to buy out a minimum of ten (10) a workload or one~~ course releases or a workload equivalent as defined by the department for ten (10) individual bargaining unit faculty members, per academic year, ~~at the Employer's discretion~~, to be used for purposes of conducting Union business related to the administration of this Agreement and processing grievances under this Agreement. The Union may request to buy out additional workload or course releases, and shall be granted at the Employer's discretion. Availability of workload buyouts is subject to the operational needs of the University and the bargaining unit faculty member's school, regional campus, library and/or department, as applicable. If the Employer is unable to accommodate requested workload buyouts in a given term or academic year, the Employer shall work with the Union to accommodate the request in a future term or academic year. No more than one (1) bargaining unit faculty member per academic program per year will be granted a workload buyout pursuant to this Section.
2. Requests for workload buyouts must be submitted in advance of the semester or term for which the buyout is requested, as follows:
  - a. Requests for fall semester must be received by January 15.
  - b. Requests for spring semester must be received by August 15.
  - c. Requests for summer term must be received by November 15.
3. Workload buyout requests, including the costs of such requests, will be processed in accordance with the bargaining unit faculty member's school, regional campus, library and/or department policies and procedures, as applicable.

3.4. Full-time bargaining unit faculty who receive course release or workload buy outs pursuant to this section shall continue to be deemed full-time for all purposes under this Agreement.

4.5. Union activities performed using such release time will count as a service activity.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 29, 2024

### LAYOFFS

- I. The Employer may lay off tenured and tenured-stream bargaining unit faculty members for the following reasons:
  - a. Financial exigency that is demonstrably bona fide; or
  - b. Termination of a school or regional campus.
- II. Layoffs of bargaining unit faculty members with tenure and in the tenure stream because of financial exigency shall be in accordance with Chapter II, Sections 4.9 and 5.4 of the Bylaws of the University.
- III. In the event of layoff of tenured bargaining unit faculty under I.b., the [University Employer](#) will attempt to reassign bargaining unit faculty with tenure, in accordance with Employer Policy AC-64.
- IV. The Employer may lay off full-time appointment stream bargaining unit faculty members during the term of their appointments for the following reasons:
  - a. Financial exigency that is demonstrably bona fide; or
  - b. [Restructuring, reorganization or discontinuance of academic programs, position elimination, and/or termination of a school or regional campus.](#)
- V. The Employer may lay off part-time appointment stream bargaining unit faculty members during the term of their appointments due to financial exigency that is demonstrably bona fide.
- VI. The [EmployerUniversity](#) shall make a good faith effort to reassign tenure-stream and full-time appointment stream bargaining unit faculty members subject to layoff to appropriate academic appointments in other schools, regional campuses, or departments within the University. The [UniversityEmployer](#) retains the sole discretion to determine qualifications for any such reassignment. In the event the bargaining unit faculty member declines the reassignment, they shall be entitled to receive severance pay as set forth below.
- VII. In the event of termination of a school or regional campus, tenured and tenure-stream bargaining unit faculty members shall be entitled to the following:

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Less than eight (8) years of service	Twelve (12) months' severance pay
More than eight (8) years of service	Twelve (12) months' severance pay plus one (1) month's pay for each full year of service in excess of eight (8) years

- a. Employer Policy and Procedure AC 64 shall apply to the calculation and implementation of severance pay for tenured [and tenure stream](#) bargaining unit faculty members.
- b. No tenured or tenure stream bargaining unit faculty member shall receive less than the minimum severance pay under this Section VI.

VIII. In the event of position elimination, restructuring, reorganization or discontinuance of academic programs and/or termination of a school or regional campus during the term of the bargaining unit faculty member's appointment, full-time appointment stream bargaining unit faculty with at least six (6) months left on their appointment shall be entitled to the following:

Less than eight (8) years of service	Four (4) months' severance pay
More than eight (8) years of service	Four (4) months' severance pay plus one-half (1/2) month's pay for each full year of service in excess of eight (8) years

Non-renewal of a full-time appointment stream bargaining unit faculty member's appointment is not a layoff, and receipt of notice of non-renewal in accordance with Article \_\_\_\_\_ does not entitle the bargaining unit faculty member to severance pay pursuant to this Section.

- IX. Except in the event of a financial exigency, the following shall apply to layoffs of full-time bargaining unit faculty members:
  - a. Notice of layoff shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, bargaining unit faculty members will be notified at least six (6) months prior to the date of the layoff.
  - b. Each bargaining unit faculty member who has received notice of layoff:

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1. will be released at the end of any term or session from their appointment upon request, even though the appointment period may extend beyond that time.
  2. will be given a personal letter from the Provost or Senior Vice Chancellor for the Health Sciences that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to a program change.
- c. The Provost or Senior Vice Chancellor for the Health Sciences shall offer to send letters of explanation and professional resume on behalf of affected bargaining unit faculty members to other institutions to assist in efforts to find them suitable placement elsewhere. The Office of the Provost or the Senior Vice Chancellor for the Health Sciences shall provide assistance in placement and counseling.
- X. Except as expressly provided herein, Employer Policy and Procedure AC 64 shall not apply to layoffs of bargaining unit faculty members.
- XI. Bargaining unit faculty members shall be required to sign a general release prior to receiving the severance benefits set forth above. The terms of the general release shall be agreed upon by the parties. ~~In the event the parties cannot agree, the bargaining unit faculty member shall not be entitled to the severance benefits set forth herein.~~
- XII. The parties recognize and agree that layoff decisions are matters of inherent managerial policy under PERA § 702, and therefore layoffs for the reasons set forth in Sections I and II of this Article, except as provided herein, shall not be subject to the Grievance and Arbitration procedure. A grievance arising under this Article shall be limited to an assessment of whether there has been compliance with the terms of sections VII, VIII and IX.
- XIII. Bargaining unit faculty members who are laid off pursuant to the provisions of this Article may apply for any vacant position for which they are qualified.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 29, 2024

### Shared Governance

The parties recognize and support the role of shared governance bodies at the University. This Agreement is not intended to limit the faculty role in governance as provided by University, school, regional campus, library, department and other academic unit policies and bylaws.

The Employer will follow its legal obligations to bargain under PERA §701, as applicable, and to meet and discuss under PERA §702, as applicable. The parties agree that communication and collaboration between the Employer and bargaining unit faculty members through shared governance on topics other than wages, benefits, and other terms and conditions of employment for bargaining unit faculty members does not violate PERA §701 or §702 or any other PERA provision. Collaboration between the Union and University Senate is encouraged, where appropriate.

Each academic unit will have the right to develop local governance bylaws, policies and procedures, which shall be approved by the Provost and the Senior Vice Chancellor for the Health Sciences, as applicable. All local governance bylaws, policies and procedures, shall be reviewed periodically by the Union and the Employer to ensure they are consistent with this Agreement. The process for the development or revision of local workload policies, criteria and guidelines for evaluation, and/or criteria and guidelines for promotion and tenure will provide opportunity for meaningful participation by the bargaining unit faculty members to whom the policies and/or criteria and guidelines would apply.

Faculty shall retain the right to speak on all matters of University governance at all levels, including ardent advocacy in support of or in opposition to particular policies and practices. The parties agree to collaborate in cultivating a governance environment that encourages broad and diverse participation while also permitting vigorous disagreement in the course of deliberation.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 29, 2024

### Management Rights

A. ~~Nothing contained in this Agreement shall limit or be construed to limit the powers, rights and authority of~~ The Board of Trustees of the University of Pittsburgh retains the powers, rights and authority for the entire management, control and conduct of the academic, instructional, administrative and financial affairs of the university pursuant to the University of Pittsburgh—Commonwealth Act, 24 P.S. § 2510-201, et seq.

B. In accordance with the rights established by Act 195 (Section 702), matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the University, standards of services, the University's overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. The Employer, however, shall be required to meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment ~~as well as the impact thereon~~ upon request by the Union, and if applicable, shall bargain over the impact thereon.

C. The management, administration and control of the University's operations, facilities, programs, activities, resources, organizational structure, objectives, priorities, and mission, including the methods and means necessary to fulfill that mission, is vested exclusively in the Employer. The rights of the Employer enumerated in this Article apply equally with respect to all bargaining unit faculty and all units, schools, and departments within the University. Except as otherwise provided in this Agreement, the Employer has the sole and exclusive right to:

- 1) establish, adopt and administer reasonable policies, procedures, rules and regulations;
- 2) determine all academic policies, procedures, rules and regulations;
- 3) alter, extend or discontinue existing equipment, facilities, and location of operations;
- 4) determine or modify the number, scheduling, responsibilities, and assignment of bargaining unit faculty members;
- 5) determine and establish qualifications for bargaining unit faculty members;
- 6) determine criteria in hiring and promotion, including tenure;
- 7) recruit, hire, transfer (with the exception of transfers between campuses), promote, renew or non-renew, reappoint or non-reappoint, and grant tenure;
- 8) direct its working forces including, but not limited to, the right to plan, determine, direct and control all duties and functions performed by bargaining unit faculty members and supervise and train bargaining unit faculty members;

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- 9) establish, maintain, and enforce standards of performance, conduct, order and safety;
- 10) evaluate, determine the content of evaluations, and determine the processes and criteria by which bargaining unit faculty member's performance is evaluated;
- 11) discipline or discharge bargaining unit faculty members in accordance with Article \_\_\_;
- 12) establish or modify academic calendars, including holidays and holiday scheduling;
- 13) assign work locations;
- 14) exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include ~~but are not limited to~~ class size, class schedules, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, content and modality of instruction, introducing new methods of instruction and new work methods and facilities, ~~and~~ decisions regarding who is taught and who does the teaching, and related matters; and
- 15) subcontract all or any portion of university operations (provided that if the University intends to subcontract bargaining unit work that has not previously been subcontracted ~~enter into any new subcontracting relationship that involves subcontracting bargaining unit work~~, the Union will be provided notice and shall be given an ~~the~~ opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) working days following the initial notice to the Union).

D. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by the Employer.

E. The parties recognize that none of the management rights enumerated in this Article, nor any matters of inherent managerial policy, shall be subjects of bargaining or grievances, unless the exercise of such rights violates any express written provision of this Agreement.

F. Management rights are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

G. The Employer retains the right to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to students, staff and faculty in situations of a public health emergency, natural disaster, situations involving an active shooter and/or terroristic threats, or other emergency that affects the safety of persons or property in the buildings or on the grounds of the University, whether owned or operated. The Union and the Employer agree that in such circumstance the Employer shall not be required to provide

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notice to the Union before taking such action. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining or meet and discuss.

H. The parties recognize that historically some bargaining unit work has been performed by persons at the University who are not members of the bargaining unit, including graduate students, staff, postdoctoral associates, research associates, and supervisory or managerial personnel. The parties agree that performance of bargaining unit work by such individuals is not a violation of the Agreement. The parties acknowledge that the University's College in High School (CHS) program is not subject to this Agreement, except that bargaining unit faculty members who are involved in the CHS program are covered by the Agreement ~~as applicable~~.

I. Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school, library and department shared governance bodies, from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 29, 2024

### No Strike/No Lockout

#### I. No Strike

There shall be no strikes, slowdowns, ~~or~~ cessation of work or interruptions of operations of the Employer by the bargaining unit faculty members during the term of this Agreement.

The Union, its officers, agents, representatives and members, shall not authorize, ratify, assist or encourage any strikes, slowdowns, cessation of work, or interruptions of operations of the Employer by bargaining unit faculty members at the University during the term of this Agreement. Informational picketing by bargaining unit faculty members on property owned or operated by the University shall be conducted in accordance with University Policy and subject to First Amendment protections.

Should any bargaining unit faculty member engage in such conduct, the Union's sole obligation shall be to endeavor within seventy-two (72) hours after receipt of written notice thereof from the Employer to bring about a cessation of such conduct. The Employer reserves its rights to pursue any available remedy or right provided for by applicable law or statute.

The University reserves the right in its sole discretion to discipline or discharge any bargaining unit faculty member who violates this Article.

#### II. No Lockout

The University shall not order, authorize, or ratify a lockout during the life of this Agreement. Should any lockout occur, the Employer, in good faith, shall endeavor within seventy (72) hours after receipt of written notice thereof from the Union to terminate the lockout and reinstate the bargaining unit faculty members, with no loss of pay or any other benefit.

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