

UNIVERSITY OF PITTSBURGH COUNTER PROPOSAL TO USW

April 17, 2023 (p.m.)

Discipline and Discharge

- A. Bargaining unit faculty members are subject to this Agreement and any Employer policies, rules, regulations, directives, or orders not expressly addressed in this Agreement.
- B. The Employer has the right to conduct investigations into allegations of misconduct or violations of policy. Bargaining unit faculty members are required to cooperate in an investigation and provide truthful information.
- C. The Employer shall not discipline or discharge any bargaining unit faculty member without just cause.
- D. The Employer is committed to the use of progressive discipline, noting that when the severity of the alleged offense or bargaining unit faculty member's history of discipline warrants a deviation, the Employer has the right to do so. For example, under certain circumstances, suspension without pay or termination may be warranted on the first occurrence, even though the bargaining unit member has no prior record of having been disciplined.
- E. The Employer will not make use of any disciplinary action that is older than three (3) years when determining disciplinary action against a bargaining unit faculty member, with the exception of discipline in excess of a written warning or any discipline related to discrimination, harassment or sexual misconduct in violation of University policy. For discipline older than three (3) years, the Employer is not precluded from asserting that any disciplinary action served as notice to the bargaining unit faculty member of the issue(s), and may reference the issue(s) addressed therein in subsequent disciplinary charges.
- F. Where allegations against a bargaining unit faculty member fall under an Employer policy, the investigation will be conducted in accordance with that policy's procedure, if applicable. If the investigation results in discipline, the only recourse available to the bargaining unit faculty member and/or the union is pursuant to the grievance and arbitration provision in this Agreement and the bargaining unit faculty member may not pursue any appeal process contained in the policy's procedure.

The University of Pittsburgh reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the Employer. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

Deleted: and/or

Deleted: as defined in

Deleted: the

Deleted: 's

Deleted: ies relating to non-discrimination, harassment, sexual misconduct and/or equal employment opportunity.

G. When a bargaining unit faculty member reasonably believes that an interview with a managerial or supervisory employee may result in discipline, the bargaining unit faculty member has the right to be accompanied by a Union representative at any investigatory interview, at the request of the bargaining unit faculty member. The Employer will make a reasonable effort to notify the bargaining unit faculty member of this right prior to any investigatory interview; however, any failure by the Employer to provide such notice shall not be used as a basis to challenge just cause for discipline. If the bargaining unit faculty member requests a Union representative, the Employer shall grant the bargaining unit faculty member's request before proceeding with the interview, provided that the unavailability of a Union representative shall not delay an investigatory interview more than twenty-four (24) hours. The Union representative shall not disrupt or impede the investigation or investigatory interview, but may assist the bargaining unit faculty member to the fullest extent allowed under PERA.

Deleted: Under such circumstances

H. Prior to implementation of any disciplinary action, a bargaining unit faculty member will be provided with a predisciplinary meeting.

1. The purpose of the predisciplinary meeting is to provide the bargaining unit faculty member an opportunity to respond to the allegations against them. The predisciplinary meeting is not an evidentiary hearing.
2. Notice of the allegations against the bargaining unit faculty member will be provided to the bargaining unit faculty member no later than seven (7) calendar days prior to the predisciplinary meeting. Such notice will advise the bargaining unit faculty member of their right to be accompanied by a Union representative during the predisciplinary meeting. In the event of such request, the Employer shall grant the bargaining unit faculty member's request, provided that the unavailability of a Union representative shall not delay the predisciplinary meeting.
3. Following the predisciplinary meeting, the bargaining unit faculty member will be given written notice of any disciplinary action to be imposed. A copy of the discipline shall be provided to the Union by U.S. mail and email within seven (7) calendar days of the issuance of the discipline.

The University of Pittsburgh reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the Employer. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

4. Bargaining unit faculty members may agree to waive this predisciplinary meeting and such waiver must be in writing.

- I. In cases involving offenses that endanger the personal health, safety and/or welfare of members of the University community, the Employer may immediately suspend a bargaining unit faculty member and place them on administrative leave with pay. The cases regarding which the Employer may take such action shall include, but not be limited to: possession of firearms or weapons on University property; the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on University property or as part of any University activity; failure to comply with the laws of the Commonwealth of Pennsylvania on the possession and consumption of alcohol; violating while on or in University facilities or vehicles, any municipal, county, state or federal statute or ordinance; and any violation of the University's policies, procedures and practices related to non-discrimination, equal opportunity, harassment and/or sexual misconduct or any other relevant University policies. When such action is taken, the Employer will hold the predisciplinary meeting referenced in Section E as expeditiously as possible following the suspension. The Employer agrees to notify the International Staff Representative of the Union as promptly as possible in cases of suspension of any bargaining unit employee but in no event any later than forty-eight (48) hours after the incident.
- J. Copies of any documented disciplinary action shall be placed in the bargaining unit faculty member's personnel file.

The University of Pittsburgh reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the Employer. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.