

## UNIVERSITY OF PITTSBURGH COUNTER PROPOSAL

April 17, 2023

### APPOINTMENT, PROMOTION AND RENEWAL OF FULL TIME APPOINTMENT STREAM FACULTY

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

#### II. Appointment of Full-Time Appointment Stream Faculty

##### 1. Length of Appointment

a. Appointments contingent on external funding will be for a period equivalent to the duration of the funding, and subject to termination based on lack of funding. Notice of such contingency will be provided in the Notice of Appointment.

b. Full-time appointment stream faculty appointments shall be for a period of either:

- (i) twelve months;
- (ii) ten months; or
- (iii) nine months (August 15 – May 15)

Those full-time appointment stream faculty on eight-month appointments at the time of ratification of this agreement shall be transitioned to nine month appointments at the time their appointment term renews, as applicable, and subject to the terms of this Agreement. For bargaining unit faculty hired on or after [insert date], appointments shall be only for a length of twelve months, ten month or nine months.

c. The length of appointment of a bargaining unit faculty member encompasses the calendar period of the appointment plus whatever time may be necessary for preparation and grade reporting.

##### 2. Appointment Term

a. Initial appointments of bargaining unit faculty members to the rank of Assistant Professor – Appointment Stream, Associate Professor – Appointment Stream, Full Professor – Appointment Stream, or Librarian I-IV who have not previously held a full-time faculty appointment with the Employer, shall be for a 2-year term, except for initial appointments in the

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University Library System (ULS) and Barco Law Library (BLL), which shall be for a 3-year term. Any subsequent appointment by the Employer shall be presumptively renewable for the term period for their position as set forth in Sections II.2.d, II.2.e and II.2.f of this Article.

b. With regards to initial appointments for Health Sciences bargaining unit faculty under this Article, such initial appointment may be longer or shorter than the 2-year term to coincide with the fiscal year cycle.

c. Bargaining unit faculty Librarians who have been previously appointed as expectation-stream faculty shall remain on their current appointments in the expectation stream. Following the ratification of this Agreement, no bargaining unit faculty member shall be appointed as expectation-stream faculty.

d. Bargaining unit faculty members appointed to the rank of Assistant Professor – Appointment Stream or Librarian I following a previous full-time faculty appointment with the Employer shall be appointed on presumptively renewable 2-year term appointments (or if a Librarian I in the ULS or BLL, a 3-year term appointment), subject to Section II.3.c of this Article.

e. Bargaining unit faculty members achieving the rank of Associate Professor – Appointment Stream or Librarian II, either through a promotion or following a previous full-time faculty appointment with the Employer, shall be appointed on presumptively renewable 3-year term appointments, subject to Section II.3.c of this Article.

f. Bargaining unit faculty members achieving the rank of Full Professor – Appointment Stream or Librarian III or IV, either through a promotion or following a previous full-time faculty appointment with the Employer, shall be appointed to presumptively renewable 5-year term appointments, subject to Section II.3.c of this Article.

g. Bargaining unit faculty members of the rank Instructor shall be appointed to presumptively renewable 1-year term appointments, subject to Section II.3.c of this Article.

h. Effective upon ratification of the contract, the academic units and regional campuses shall convert Lecturer ranks to appointment stream faculty ranks of Assistant/Associate/Full Teaching Professor – Appointment Stream as appropriate.

i. All Appointments in this Section shall be subject to the funding contingencies in Section II.1.a. of this Article.

### 3. Renewal

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a. Subject to the Bylaws of the University, appointment terms for full-time appointment stream bargaining unit faculty members shall presumptively renew for a period equal to the duration of the initial or current appointment term length (as applicable), unless they are appointed to a different rank or notice is provided by the Dean, Regional Campus President or Associate Vice Chancellor for Health Sciences Library System to such bargaining unit faculty that they shall not be reappointed, as set forth below:

Less than 5 full years of continuous service	3 1/2 months prior to end of appointment
At least 5 full years of continuous service	5 1/2 months prior to end of appointment

b. This section 2. is subject to the terms of Section 1.a., regarding appointments subject to funding contingencies.

c. Bargaining unit faculty member appointments may not be renewed for the following reasons: insufficiency of enrollment, curriculum change, restructuring, reorganization or discontinuance of academic programs, lack of work, lack of funding for funding-contingent appointments, financial resources, misconduct, and performance. The non-renewal of any bargaining unit faculty member [for the reasons set forth herein](#) shall not be subject to the grievance and arbitration procedure.

d. Renewals are subject to satisfactory performance as set forth in Article \_\_\_.

4. Presumptive appointment renewals and minimum terms of appointments shall not apply to bargaining unit faculty who have been [\(1\) subject to disciplinary action in excess of a written warning within the twelve months prior to their renewal date](#) or discharged for just cause, [\(2\) retired from the University](#), [\(3\) subject to a performance improvement plan and not making significant progress towards achieving the performance goals set forth in the performance improvement plan \(as determined by the University\)](#), or [\(4\) who are appointed as Visiting Faculty](#). [Bargaining unit faculty members who are not eligible for presumptive appointment renewals and minimum term appointments may still have their appointment term renewed by the Employer, in its sole discretion.](#)

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### III. Promotion.

1. Promotion from the rank of Assistant Professor – Appointment Stream to Associate Professor – Appointment Stream.

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a. After three (3) consecutive appointments as an Assistant Professor – Appointment Stream, they may apply for a promotion to Associate Professor – Appointment Stream.

b. The criteria and guidelines for promotion from Assistant Professor – Appointment Stream to Associate Professor – Appointment Stream are prescribed by the Provost, Senior Vice Chancellor for the Health Sciences, Academic Units and Regional Campuses.

2. Promotion from the rank of Associate Professor– Appointment Stream to Full Professor – Appointment Stream.

a. After three (3) consecutive appointments as an Associate Professor – Appointment Stream, they may apply for a promotion to Full Professor – Appointment Stream.

b. The criteria and guidelines for promotion from Associate Professor – Appointment Stream to Full Professor – Appointment Stream are prescribed by the Provost, Senior Vice Chancellor for the Health Sciences, Academic Units and Regional Campuses.

3. HSLS Librarians.

a. Promotion from the rank of Librarian I to Librarian II: After one (1) appointment as a Librarian I, HSLS bargaining unit faculty may apply for a promotion to Librarian II. The criteria and guidelines for promotion from Librarian I to Librarian II are prescribed by the Senior Vice Chancellor of the Health Sciences and the HSLS.

b. Promotion from the rank of Librarian II to Librarian III: After one (1) appointment as a Librarian II, HSLS bargaining unit faculty may apply for a promotion to Librarian III. The criteria and guidelines for promotion from Librarian II to Librarian III are prescribed by the Senior Vice Chancellor of the Health Sciences and the HSLS.

c. Promotion from the rank of Librarian III to Librarian IV: Any bargaining unit member obtaining the rank of Librarian III may request to be considered for promotion to the rank of Librarian IV. The criteria and guidelines for promotion from Librarian III to Librarian IV are prescribed by the Senior Vice Chancellor of the Health Sciences and the HSLS.

4. ULS and BLL Librarians.

a. Promotion from the rank of Librarian I to Librarian II: After one (1) appointment as a Librarian I, ULS and BLL bargaining unit faculty may apply for a promotion to Librarian II. 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 University. 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.

The criteria and guidelines for promotion from Librarian I to Librarian II are prescribed by the Provost and the ULS and BLL, as applicable.

b. Promotion from the rank of Librarian II to Librarian III: After one (1) appointment as a Librarian II, full-time ULS and BLL bargaining unit faculty may apply for a promotion to Librarian III. The criteria and guidelines for promotion from Librarian II to Librarian III are prescribed by the Provost and the ULS and BLL, as applicable.

c. Promotion from the rank of Librarian III to Librarian IV: Any ULS and BLL bargaining unit faculty obtaining the rank of Librarian III may request to be considered for promotion to the rank of Librarian IV. The criteria and guidelines for promotion from Librarian III to Librarian IV are prescribed by the Provost and the ULS and BLL, as applicable.

5. To the extent that any of the criteria and guidelines of the Provost, Senior Vice Chancellor for the Health Sciences, Academic Units, ULS, BLL, HSLs, and Regional Campuses regarding promotion conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

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