

UNIVERSITY OF PITTSBURGH COUNTER PROPOSAL

June 20, 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. 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.

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2. Length of Appointment

either:

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

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

Moved up [1]: 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.

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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. Bargaining unit faculty members may request to remain on eight (8) month appointments, subject to approval by their Dean or regional campus President, as applicable. For bargaining unit faculty hired on or after the ratification of this Agreement, appointments shall be only for a length of twelve months, ten month or nine months.

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b. 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.

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c. At the time of reappointment, bargaining unit faculty members may request to change between nine (9), ten (10), or twelve (12) month appointments. The Employer

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shall make a good faith effort to accommodate such requests, but shall not be required to grant the request.

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

3. 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 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 appointments shall coincide with the fiscal year cycle, and may be as short as one year and six months or as long as two years and six months.

c. Bargaining unit faculty Librarians who have been previously appointed as expectation-stream faculty shall remain on their current appointments in the expectation stream, consistent with ULS and BLL guidelines for appointments for expectation stream faculty. 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 presumptively renewable 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.

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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. In schools or departments with guidelines that provide for longer terms of appointment, those guidelines would apply, subject to a maximum term of appointment of five (5) years.

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. Bargaining unit faculty members who have been appointed to a longer term period than provided for their position in this Article shall remain on such appointment through the completion of the appointment term. Any subsequent appointments shall presumptively renew for the term period for the bargaining unit faculty member's position as set forth in Sections II.2.d, II.2.e, II.2.f, and II.2.g of this Article.

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

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4. Renewal

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
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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 II.1. regarding appointments subject to funding contingencies.

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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, or misconduct involving theft, workplace violence, discrimination, harassment, or sexual misconduct in violation of University policy. 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.

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

5. 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 not be renewed or may have their appointment term renewed by the Employer, in its sole discretion.

III. Promotion.

1. Each school, regional campus, or department, as applicable, will develop criteria and guidelines for promotion through the process described in the bylaws of each school, regional campus, or department and said criteria and guidelines shall be approved by the Provost and, as applicable, the Senior Vice Chancellor for the Health Sciences.

2. Final promotion decisions shall be made within a reasonable period.

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

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a. During or after the final year of a bargaining unit faculty member's third consecutive appointment as an Assistant Professor – Appointment Stream, they may apply for a promotion to Associate Professor – Appointment Stream.

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b. The criteria and guidelines for promotion from Assistant Professor – Appointment Stream to Associate Professor – Appointment Stream are set forth in the criteria and guidelines of the school, regional campus, or department, as applicable, approved by the Dean, Regional Campus President, Senior Vice Chancellor for the Health Sciences, and Provost, as applicable.

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

a. During or after the final year of a bargaining unit faculty member's second consecutive appointment as an Associate Professor – Appointment Stream, they may apply for a promotion to Full Professor – Appointment Stream.

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b. The criteria and guidelines for promotion from Associate Professor – Appointment Stream to Full Professor – Appointment Stream are set forth in the criteria and guidelines of the school, regional campus, or department, as applicable, approved by the Dean, Regional Campus President, Senior Vice Chancellor for the Health Sciences, and Provost, as applicable.

5. HSLs Librarians.

a. Promotion from the rank of Librarian I to Librarian II: During or after the last year of their first 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 set forth in the criteria and guidelines of the HSLs, approved by the Director of the HSLs and Senior Vice Chancellor of the Health Sciences.

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b. Promotion from the rank of Librarian II to Librarian III: During or after the last year of their first 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 set forth in the criteria and guidelines of the HSLs, approved by the Director of the HSLs and Senior Vice Chancellor of the Health Sciences.

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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

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IV are set forth in the criteria and guidelines of the HSLS, approved by the Director of the HSLS and Senior Vice Chancellor of the Health Sciences.

6. ULS and BLL Librarians.

a. Promotion from the rank of Librarian I to Librarian II: ~~During or after the last year of their first~~ appointment as a Librarian I, ULS and BLL bargaining unit faculty may apply for a promotion to Librarian II. The criteria and guidelines for promotion from Librarian I to Librarian II are set forth in the criteria and guidelines of the ULS or BLL, as applicable, approved by the Director of the ULS or BLL and Provost, as applicable.

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b. Promotion from the rank of Librarian II to Librarian III: ~~During or after the last year of their first~~ 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 set forth in the criteria and guidelines of the ULS or BLL, as applicable, approved by the Director of the ULS or BLL and Provost, as applicable.

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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 set forth in the criteria and guidelines of the ULS or BLL, as applicable, approved by the Director of the ULS or BLL and Provost, as applicable.

~~7.~~ Bargaining unit faculty members may initiate an application for promotion earlier than specified in this Section only if they obtain approval to do so in writing from their Chair, Dean, Director, or Regional Campus President, as applicable.

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~~8.~~ The University policy AC-28 governs bargaining unit faculty members appeal of any denial of promotion.

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~~9.~~ 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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~~10.~~ All bargaining unit faculty members shall be provided at the time of their appointment with all criteria and guidelines for promotion that apply to their appointment. In the event of a change in the criteria and guidelines, bargaining unit faculty members who seek promotion within seven (7) years of the adoption of the new criteria and guidelines may elect to

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do so under the new criteria and guidelines or under those in effect at the time of their appointment.

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