

# UNIVERSITY OF PITTSBURGH COUNTER PROPOSAL

December 7, 2023

## Falk Laboratory School

- I.** This Article shall apply only to bargaining unit faculty members appointed to the Fanny Edel Falk Laboratory School (“Falk School”). Except as otherwise expressly provided in this Agreement, nothing in this Article is intended to exempt Falk School bargaining unit faculty members from any University policies or other provisions of this Agreement.

**II. Appointment of Full-Time Falk School Bargaining Unit Faculty**

**1. Length of Appointment**

- a. Falk School bargaining unit faculty appointments shall be for a period of either:
  - i. Twelve (12) months; or
  - ii. Ten (10) months (August 15 – June 15)
- 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, ~~and other work related to the appointment.~~
- c. 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.

**2. Appointment Term**

- a. Initial appointments of full-time Falk School bargaining unit faculty shall be for a one (1) year term, and at the Educator Level appropriate for their total years of relevant and/or comparable teaching experience, as determined by the Employer. Any subsequent appointment by the Employer shall be presumptively renewable as set forth in Section II.3.

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

### 3. Renewal

- a. Except as otherwise stated herein, appointment terms for full-time Falk School bargaining unit faculty members shall presumptively renew from year to year, subject to Section III.1 of this Article regarding advancement from Level A to Level B, unless notice is provided by the Falk School Director 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. Bargaining unit faculty members must be employed as a Falk School Educator for a minimum of one (1) year to be eligible for presumptively renewable appointments.
- c. This Section is subject to the terms of Section II.1.c. of this Article regarding appointments subject to funding contingencies.
- d. 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, or misconduct involving theft (not of a *de minimis* nature), workplace violence, discrimination, harassment, or sexual misconduct in violation of University policy, 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. Within thirty (30) days of the notice of non-renewal, the Union may request information relied upon by the Employer in connection with the reason for non-renewal provided in the notice. The Union may only file a grievance on the basis that the reason provided was untrue. It cannot grieve whether the Employer's reason was sufficient to support the non-renewal. For example, if the reason for non-renewal was insufficiency of enrollment and information provided by the

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Employer demonstrates that enrollment declined by 5%, the Union cannot grieve whether or not the decline in enrollment was sufficient to support the non-renewal decision.

- e. 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 in accordance with Article \_\_\_\_ [Discipline and Discharge]~~disciplined or discharged for just cause~~, (2) retired from the University, (3) bargaining unit faculty who are subject to a performance improvement plan in accordance with Article \_\_\_\_ [Faculty Evaluations], or (4) who are appointed as Visiting Educators. 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. Level Advancement**

1. Full-time demonstration teachers and master teachers, at the time of ratification of this Agreement, shall be transitioned to the Educator Level (i.e. Level A, B, C or D) appropriate for their total years of relevant and/or comparable teaching experience, as determined by the Employer. All newly hired Falk School bargaining unit faculty members will be placed in the Educator Level appropriate to their years of relevant and/or comparable teaching experience, as determined by the Employer.
2. For the purposes of this Section, one year of substitute or part-time teaching experience is equivalent to half a year of full-time teaching experience.
3. Eligibility for level advancement is subject to satisfactory performance as set forth in Article \_\_\_\_ . Falk School bargaining unit faculty members must submit a current resumé annually and maintain an updated portfolio, as defined in the Professional Growth and Renewal Plan for faculty, to be eligible for level advancement.
4. The criteria and guidelines for level advancement from Level A to Level B are prescribed by the Provost and Falk School.
5. To the extent that any of the Falk School criteria or guidelines regarding level advancement conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

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#### 1.6. Advancement from Level A to Level B.

Bargaining unit faculty members appointed to Educator Level A may apply for advancement to Educator Level B after at least one appointment as Educator Level A. Bargaining unit faculty members seeking appointment to Educator Level B must have at least three (3) years of full-time teaching experience, which may be a combination of Falk School and/or other comparable teaching experience in a similar role, as determined by the Employer. ~~For the purposes of this Section, one year of substitute or part-time teaching experience is equivalent to half a year of full-time teaching experience.~~

Bargaining unit faculty members who do not qualify for advancement to Educator Level B by the end of their fifth (5) consecutive appointment as an Educator Level A shall not be reappointed, and notice will be provided in accordance with Section II.3.a. of this Article.

~~a. The criteria and guidelines for advancement from Level A to Level B are prescribed by the Provost and Falk School.~~

#### 2.7. Advancement from Level B to Level C.

After three (3) consecutive appointments as an Educator Level B, bargaining unit faculty members may apply for advancement to Educator Level C. Bargaining unit faculty members seeking appointment to Educator Level C must have at least six (6) years of full-time teaching experience, which may be a combination of Falk School and/or other comparable teaching experience in a similar role, as determined by the Employer. ~~For the purposes of this Section, one year of substitute or part-time teaching experience is equivalent to half a year of full-time teaching experience.~~

~~a. The criteria and guidelines for advancement from Educator Level B to Educator Level C are prescribed by the Provost and Falk School.~~

#### 3.8. Advancement from Level C to Level D.

Bargaining unit faculty members appointed to Educator Level C may apply for advancement to Educator Level D after at least one appointment as Educator Level C. Bargaining unit faculty members seeking appointment to Educator Level D must have at least ten (10) years of full-time teaching experience which may be a combination of Falk School and/or other comparable teaching experience in a similar role, as determined by the Employer. ~~For the purposes of this Section, one year of substitute or part-time teaching experience is equivalent to half a year of full-time teaching experience.~~

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~~a. The criteria and guidelines for advancement from Educator Level C to Educator Level D are prescribed by the Provost and Falk School.~~

~~4.1 Eligibility for level advancement is subject to satisfactory performance as set forth in Article \_\_\_\_\_. Falk School bargaining unit faculty members must submit a current resumé annually and maintain an updated portfolio, as defined in the Professional Growth and Renewal Plan for faculty, to be eligible for level advancement.~~

~~5.1 To the extent that any of the Falk School criteria or guidelines regarding level advancement conflict with the provisions of this Agreement, the provisions of this Agreement shall control.~~

IV. Appointment of part-time bargaining unit faculty in the Falk School shall be in accordance with Article \_\_\_\_ [Appointment of Part-time Appointment Stream Faculty].

V. **Falk School Handbook and Policies:** Bargaining unit faculty members must comply with all Falk School policies and procedures, including but not limited to the Falk School Handbook, as well as applicable law. Failure to do so may result in discipline up to and including termination, pursuant to Article \_\_\_\_.

#### VI. Daily Schedule

1. Unless otherwise stated herein, the school day shall start at 8:00 a.m. and end no later than 3:45 p.m., so long as no students remain in their care. Falk School bargaining unit faculty are expected to be in their classrooms and ready to receive students at the start of the school day. While the Employer retains sole decision making authority, the Employer shall notify and provide the Union an opportunity to meet and discuss prior to making changes to these starting and ending times.
2. The workday for Falk School bargaining unit faculty members encompasses the school day as set forth in Section VI.1 of this Article, plus whatever time may be necessary for preparation, grading, and other work related to the bargaining unit faculty member's instructional and other duties, including, but not limited to, meetings and other events scheduled outside of the school day, pursuant to Section VII of this Article.
3. Within each school day, each bargaining unit faculty member shall be provided a thirty (30)-minute break without duties. The particular time within the day for such break shall be determined solely by the Employer but shall be communicated in advance to the bargaining unit faculty member.

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## **VII. Meetings, School Events, and Planning Time**

1. Regular faculty meetings shall be held on Mondays after the end of the school day, unless a parent/teacher conference is scheduled during that particular week or the meeting is cancelled by the Falk School Director or their designee, at their discretion. Falk School bargaining unit faculty may be ~~are~~ required to attend all no more than sixteen (16) regularly scheduled faculty meetings per academic year.
2. A minimum of three (3) school days and three (3) evenings per school year will be designated for student conferences and other school events. On days in which parent conferences are scheduled, the Employer will not schedule administrative meetings which require bargaining unit faculty attendance.
3. The Employer reserves the right to schedule additional faculty meetings, student conferences, and other school functions outside of the school day and during weekends, at its sole discretion. The Employer shall provide advance notice to bargaining unit faculty members of any such functions requiring bargaining unit attendance. The Employer shall make an effort to keep any additional functions to a minimum.
4. In addition to regularly-scheduled school days, there will be six (6) faculty planning days each school year for the purpose of additional planning, preparation, and collaboration related to bargaining unit faculty members' instructional duties. Faculty planning days shall be six (6) hours in length, exclusive of lunch.
5. During the school year, bargaining unit faculty members shall be provided ninety (90) minutes of planning time during the school day, four (4) days per week. If the planning time is non-contiguous, it shall be scheduled in time blocks of no more than two blocks per day of no less than fifteen (15) minutes ~~there shall be no more than one fifteen (15) minute time block required~~. The Employer shall endeavor to limit the number of non-contiguous planning blocks.

## **VIII. Supplies**

Bargaining unit faculty members may request supplies and material needs for their classroom use, in accordance with Falk School Policy. The Falk School Director or designees shall discuss supply and material needs with each bargaining unit faculty member and shall secure for their classroom use reasonable supplies and materials, at the Employer's discretion. Bargaining unit faculty members shall not receive reimbursement for supplies purchased with personal funds unless the purchase is approved in advance by the Employer, at the Employer's sole discretion.

## **IX. Supplemental Positions**

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The Employer may offer or eliminate supplemental positions (for example, Team Leader or Club Sponsor) in accordance with Falk School policy. Any duties associated with a supplemental position shall be in addition to the regular duties of the bargaining unit faculty member appointed to such position. All decisions regarding supplemental positions, including, but not limited to, compensation, shall be at the Employer's sole discretion.

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