

UNIVERSITY OF PITTSBURGH COUNTER PROPOSAL

March 13, 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, 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.
- b. All Appointments shall be subject to the funding contingencies in Section II.1.c. of this Article.

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.

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, misconduct, and performance. The non-renewal of any bargaining unit faculty member shall not be subject to the grievance and arbitration procedure.
- 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 disciplined or discharged for just cause, retired from the University, bargaining unit faculty who are subject to a performance improvement plan, or who are appointed as Visiting Educators.

Deleted: Band

Deleted: Band

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.

III. Level Advancement

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.

1. Advancement from Level A to Level B.

a. 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.

b. 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.

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

2. Advancement from Level B to Level C.

a. 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.

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.

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

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

Deleted: Band

Deleted: Band

3. Advancement from Level C to Level D.

Deleted: Band

Deleted: Band

- a. 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.

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

Deleted: Band

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

Deleted: Band

Deleted: Band

4. 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.

Deleted: band

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.

Deleted: band

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

Deleted: 7:45

Deleted: at

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.

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.

VII. Meetings, School Events, and Planning Time

1. Regular faculty meetings shall be held weekly every Monday after the end of the school day, unless a parent/teacher conference is scheduled during that particular week. Falk School bargaining unit faculty are required to attend all regularly scheduled faculty meetings.
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, there shall be no more than one fifteen (15) minute time block required.

Deleted: d

Deleted: it shall be scheduled in time blocks of no less than fifteen (15) minutes.

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.

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

The Employer may offer or eliminate supplemental positions 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.

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.