

This proposal is presented as part of the University's package proposal.

UNIVERSITY OF PITTSBURGH PACKAGE PROPOSAL

October 10, 2023 - PM

The University makes the following package proposal to the union. In making this package proposal, such package would have to be accepted in full in order for the parties to reach a tentative agreement on the following articles:

1. Appointment, Promotion and Renewal of Full Time Appointment Stream Faculty
2. Appointment, Promotion and Renewal of Tenure Stream Faculty
3. Appointment and Promotion of Tenured Faculty
4. Grievance and Arbitration
5. Management Rights

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.

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UNIVERSITY OF PITTSBURGH COUNTER PROPOSAL

October 10, 2023 - PM

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.

2. Length of Appointment

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

- (i) twelve (12) months;
- (ii) ten (10) months; or
- (iii) nine (9) months (August 15 – May 15)

Those full-time appointment stream faculty on eight (8)-month appointments at the time of ratification of this agreement shall be transitioned to nine (9) 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 (12) months, ten (10) month or nine (9) months, unless otherwise approved for a different appointment term by their Dean or regional campus President, as applicable.

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 term itself.

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 two (2)-year term, except for initial appointments in the University Library System (ULS) and Barco Law Library (BLL), which shall be for a three (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.~~32~~.d, II.~~32~~.e and II.~~32~~.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 (1) year and six (6) months or as long as two (2) years and six (6) 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. The Employer has no obligation to appoint additional bargaining unit faculty to the expectation stream in the future.

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 two (2)-year term appointments (or if a Librarian I in the ULS or BLL, a presumptively renewable three (3)-year term appointment), subject to Section II.~~43~~.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 three (3)-year term appointments, subject to Section II.~~43~~.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 five (5)-year term appointments, subject to Section II.43.c of this Article.

g. Bargaining unit faculty members of the rank Instructor shall be appointed to presumptively renewable one (1)-year term appointments, subject to Section II.43.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.32.d, II.32.e, II.32.f, and II.32.g of this Article.

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

4. Renewal

a. Except as provided in this Agreement, appointments shall be made in accordance with 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. All renewals in this Section shall be subject to the funding contingencies in Section II.1 of this Article.

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 (not of a *de minimis* nature), 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. 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 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.

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 in accordance with Article ____ [Discipline and Discharge], (2) retired from the University, (3) subject to a performance improvement plan in accordance with Article ____ [Faculty Evaluations] and determined by the Employer to not be making significant progress towards achieving the performance goals set forth in the performance improvement plan, 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.

6. Bargaining unit faculty members who are under investigation for misconduct as set forth in II.4.c shall not be eligible for presumptive renewal during the pendency of such investigation. In cases where a bargaining unit faculty member's term of appointment will expire while they are under such investigation, their term of appointment shall be extended until the investigation is complete. If the bargaining unit faculty member is renewed following the

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investigation, the term of the renewed appointment shall be deemed to start on the date it would have started had the prior appointment term not been extended.

III. Promotion.

1. Each school, regional campus, library or department, as applicable, will develop criteria and guidelines for promotion through the process described in the bylaws of each school, regional campus, library 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. The criteria and guidelines for promotion at each rank are set forth in the criteria and guidelines of the school, regional campus, library or department, as applicable, approved by the Dean, Director of the ULS, BLL or HSLS, Regional Campus President, Senior Vice Chancellor for the Health Sciences, and Provost, as applicable.

3. To the extent that any of the criteria and guidelines of the Provost, Senior Vice Chancellor for the Health Sciences, ULS, BLL, HSLS, and schools, Regional Campuses, or departments regarding promotion conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

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

5. Professor Ranks.

a. Promotion from the rank of Assistant Professor – Appointment Stream to Associate Professor – Appointment Stream: During or after the last 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.

b. Promotion from the rank of Associate Professor – Appointment Stream to Full Professor – Appointment Stream: During or after the last 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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6. Faculty 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, bargaining unit faculty librarians may apply for a promotion to Librarian II.

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, bargaining unit faculty librarians may apply for a promotion to Librarian III.

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.

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.

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

9. The parties acknowledge that Employer Policy AC 28 contains an appeal process applicable to denial of a bargaining unit faculty member's promotion application and agree that the process set forth therein shall be the only appeal and/or grievance process available to bargaining unit faculty members. Under Policy AC 28, the Employer's decision to deny a bargaining unit faculty member's promotion application may be appealed only on the following grounds: (1) academic freedom violation; (2) discrimination; or (3) inadequate consideration. Appeals alleging any of the foregoing grounds alone or in combination with any allegation of procedural defect must follow the process set forth in AC 28. With respect to this Article, procedural defect means a failure to follow the process set forth (1) under the Bylaws of the University, (2) the procedure for evaluation for faculty contract renewal or promotion set forth in Section IV.A of the Procedure to Policy AC 28, and/or (3) the guidelines for promotion of the school, regional campus, library and/or department, as applicable.

Denial of a bargaining unit faculty member's application for promotion shall not be subject to the grievance and arbitration procedure, except for grievances alleging only a procedural defect as set forth above. Such grievance must comply with all requirements set forth in Article __ [Grievance and Arbitration]. In such cases, if the grievance is submitted to arbitration and the arbitrator determines that a procedural defect occurred, the arbitrator may order the Employer to reconsider the bargaining unit faculty member for promotion during the

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following academic year, or may order that the procedural defect amounted to harmless error that does not require the Employer to reconsider the denial of promotion. Under no circumstances may an arbitrator direct that a bargaining unit faculty member be awarded promotion.

Bargaining unit faculty members may appeal only utilizing the process set forth in Policy AC 28 or the Grievance and Arbitration procedure, as set forth above, but may not utilize both procedures. In both procedures, bargaining unit faculty members have the right to a Union representative; however, if appealing under AC 28, such union representative would take the place of the advocate or observer of their choice.

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UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

October 10, 2023

APPOINTMENT, PROMOTION AND RENEWAL OF TENURE STREAM FACULTY

- I. This Article shall apply only to bargaining unit faculty members in the tenure stream.
- II. Except as provided in this Agreement, appointment, renewal, promotion, and conferral of tenure for full time bargaining unit faculty members in the tenure stream shall be in accordance with the procedures in Chapter II, Article IV of the Bylaws of the University. To the extent that such procedures conflict with the provisions of this Agreement, the provisions of this Agreement shall control.
- III. Except as provided in this Agreement, appointment, renewal, promotion, and conferral of tenure for part time bargaining unit faculty members in the tenure stream shall be in accordance with the procedures in Chapter II, Article V of the Bylaws of the University. To the extent that such procedures conflict with the provisions of this Agreement, the provisions of this Agreement shall control.
- IV. Appointment of Tenure Stream Faculty

1. Length of Appointment. Tenure stream appointments shall normally be for a period of either:
 - a. twelve (12) months;
 - b. ten (10) months; or
 - c. nine (9) months (August 15 – May 15)
2. 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 term itself.
3. Those full-time tenure stream faculty on eight (8)-month appointments at the time of ratification of this Agreement shall be transitioned to nine (9) 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 (12) months, ten (10) month or nine (9) months, unless otherwise approved for a different appointment term by their Dean or regional campus President, as applicable.

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4. 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 shall make a good faith effort to accommodate such requests, but shall not be required to grant the request.
5. Initial appointments of bargaining unit faculty members in the tenure stream shall be for a three (3)-year term.

IV. Renewal

1. Bargaining unit faculty members (excluding the School of Nursing)
 - a. Bargaining unit faculty members in the tenure stream, with the exception of bargaining unit faculty members appointed to the School of Nursing, will be reviewed for renewal in the third year of their first appointment, in accordance with the criteria for tenure and promotion as set forth in the Bylaws of the University, and as supplemented by the school, regional campus, and/or department, as applicable. Bargaining unit faculty members in the tenure stream may only be renewed once for a three (3)-year term appointment.
 - b. Bargaining unit faculty members in the tenure stream, with the exception of bargaining unit faculty members appointed to the School of Nursing, who are not renewed will be offered a one (1)-year terminal appointment following the end of their first appointment term.
 - c. Bargaining unit faculty members in the tenure stream, with the exception of bargaining unit faculty members appointed to the School of Nursing, who have not been awarded tenure by the end of their second appointment will be notified of their termination prior to the end of the appointment and offered a one-year terminal appointment following the end of their second appointment term.
2. Bargaining unit faculty members in the School of Nursing
 - a. Bargaining unit faculty members in the tenure stream who are appointed to the School of Nursing will be reviewed for renewal in their second and fifth years in the tenure stream, in accordance with the criteria for tenure and promotion as set forth in the Bylaws of the University, and as supplemented by the school and/or department, as applicable. Bargaining unit faculty members in the tenure stream may be renewed twice for a three-year term appointment.
 - b. Bargaining unit faculty members in the tenure stream who are appointed to the School of Nursing who are not renewed at the end of either their first or

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second term will be offered a one (1)-year terminal appointment following the end of their current appointment term.

- c. Bargaining unit faculty members in the tenure stream who are appointed to the School of Nursing who have not been awarded tenure by the end of their third appointment will be notified of their termination prior to the end of the appointment and offered a one (1)-year terminal appointment following the end of their third appointment term.

V. Application for Tenure

1. Bargaining unit faculty members in the tenure stream may seek tenure only one time.
2. All bargaining unit faculty members shall be provided at the time of their initial appointment with all criteria and guidelines for tenure that apply to their appointment. In the event of a change in the criteria and guidelines, bargaining unit faculty members who seek tenure after the adoption of the new criteria and guidelines may elect to do so under the new criteria and guidelines or under those in effect at the time of their initial appointment.
3. In the event that a bargaining unit faculty member in the tenure stream applies for tenure prior to their sixth year in the tenure stream, or ninth year in the tenure stream for bargaining unit faculty members appointed to the School of Nursing, and tenure is not awarded, the bargaining unit faculty member's appointment in the tenure stream will terminate at the end of their current appointment term or one (1) year following the date of written notification of the decision, whichever is longer.
4. The parties acknowledge that Employer Policy AC 28 contains an appeal process applicable to denial of a bargaining unit faculty member's tenure application and agree that the process set forth therein shall be the only appeal and/or grievance process available to bargaining unit faculty members. Under Policy AC 28, the Employer's decision to deny a bargaining unit faculty member's tenure application may be appealed only on the following grounds: (1) academic freedom violation; (2) discrimination; or (3) inadequate consideration. Appeals alleging any of the foregoing grounds alone or in combination with any allegation of procedural defect must follow the process set forth in AC 28. With respect to this Article, procedural defect means a failure to follow the process set forth (1) under the Bylaws of the University, (2) the procedure for evaluation for faculty contract renewal or promotion set forth in Section IV.A of the Procedure to Policy AC 28, and/or (3) the guidelines for tenure of the school, regional campus, library and/or department, as applicable.

Denial of a bargaining unit faculty member's application for tenure shall not be subject to the grievance and arbitration procedure, except for grievances alleging only a procedural defect as set forth above. Such grievance must comply with all

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requirements set forth in Article ____ [Grievance and Arbitration]. In such cases, if the grievance is submitted to arbitration and the arbitrator determines that a procedural defect occurred, the arbitrator may order the Employer to reconsider the bargaining unit faculty member for tenure during the following academic year, or may order that the procedural defect amounted to harmless error that does not require the Employer to reconsider the denial of tenure. Under no circumstances may an arbitrator direct that a bargaining unit faculty member be awarded tenure.

Bargaining unit faculty members may appeal only utilizing the process set forth in Policy AC 28 or the Grievance and Arbitration procedure, as set forth above, but may not utilize both procedures. In both procedures, bargaining unit faculty members have the right to a Union representative; however, if appealing under AC 28, such union representative would take the place of the advocate or observer of their choice.

5. The Employer, at its discretion, may grant requests by bargaining unit faculty members to pause the tenure clock or to temporarily transfer out of the tenure stream.

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UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

October 10, 2023

APPOINTMENT AND PROMOTION OF TENURED FACULTY

1. Appointment of tenured bargaining unit faculty members shall be in accordance with Chapter II, Article IV of the Bylaws of the University.
2. Tenure may only be held by Professors and Associate Professors, and only in the school or regional campus where tenure is granted.
- 2.3. 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 term itself.
- 3.4. Promotion of Tenured Faculty
 - a. After three (3) years as Associate Professor with tenure, bargaining unit faculty may apply for promotion to the rank of Full Professor with tenure. Bargaining unit faculty members may initiate an application for promotion earlier than specified in this Paragraph only if they obtain approval to do so in writing from their Chair, Dean, or regional campus President, as applicable.
 - b. Final promotion decisions shall be made within a reasonable period.
 - c. All bargaining unit faculty members shall be provided at the time of their appointment to Associate Professor with tenure 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 do so under the new criteria and guidelines or under those in effect at the time of their appointment.
 - d. In the event that an Associate Professor with tenure is denied promotion to Full Professor with tenure, they may reapply for such promotion no earlier than one (1) year following denial of promotion.
- 4.5. The parties acknowledge that Employer Policy AC 28 contains an appeal process applicable to denial of a tenured bargaining unit faculty member's promotion application and agree that the process set forth therein shall be the only appeal and/or grievance process available to tenured bargaining unit faculty members. Under Policy

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AC 28, the Employer's decision to deny a tenured bargaining unit faculty member's promotion application may be appealed only on the following grounds: (1) academic freedom violation; (2) discrimination; or (3) inadequate consideration. Appeals alleging any of the foregoing grounds alone or in combination with any allegation of procedural defect must follow the process set forth in AC 28. With respect to this Article, procedural defect means a failure to follow the process set forth (1) under the Bylaws of the University, (2) the procedure for evaluation for faculty contract renewal or promotion set forth in Section IV.A of the Procedure to Policy AC 28, and/or (3) the guidelines for promotion of the school, regional campus, library and/or department, as applicable.

Denial of a tenured bargaining unit faculty member's application for promotion shall not be subject to the grievance and arbitration procedure, except for grievances alleging only a procedural defect as set forth above. Such grievance must comply with all requirements set forth in Article __ [Grievance and Arbitration]. In such cases, if the grievance is submitted to arbitration and the arbitrator determines that a procedural defect occurred, the arbitrator may order the Employer to reconsider the bargaining unit faculty member for promotion during the following academic year, or may order that the procedural defect amounted to harmless error that does not require the Employer to reconsider the denial of promotion. Under no circumstances may an arbitrator direct that a tenured bargaining unit faculty member be awarded promotion.

Bargaining unit faculty members may appeal only utilizing the process set forth in Policy AC 28 or the Grievance and Arbitration procedure, as set forth above, but may not utilize both procedures. In both procedures, bargaining unit faculty members have the right to a Union representative; however, if appealing under AC 28, such union representative would take the place of the advocate or observer of their choice.

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UNIVERSITY COUNTER PROPOSAL TO USW

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Grievance and Arbitration

Grievance Procedure

1. A "grievance" is an allegation by the Union or Employer that there has been a violation involving the interpretation or administration of an Article(s) and Section(s) of the Agreement. The Union and all bargaining unit faculty members agree this Article is the exclusive procedure applicable to alleged violations of this Agreement, including disciplinary action taken with respect to bargaining unit faculty, and waive the right to any alternative procedure unless expressly provided for herein.
2. For purposes of computing time under this Article, dates on which the Employer is closed or in recess for faculty (as listed in the Academic Calendar) shall be excluded.

Union and Faculty Member Grievance

STEP ONE Within thirty (30) calendar days of the occurrence giving rise to the grievance, the Union or bargaining unit faculty member shall present a grievance orally to their department or unit head. The department or unit head or their designee will investigate the grievance as they shall deem appropriate and respond to the Union and/or the grievant within twenty (20) calendar days. The Employer and the Union may agree in writing to additional time to resolve grievances at Step One. Unless agreed otherwise, settlements at this step shall be made without precedential effect.

STEP TWO If the grievance has not been resolved at Step One, the grievant or the Union shall reduce the grievance to writing, stating the facts and listing the Articles and Sections of the Agreement upon which the grievance is based and submit the written grievance to department or unit head, or their designee within twenty (20) calendar days of receipt of the Employer's Step One response. The department or unit head or their designee will have twenty (20) calendar days following the receipt of the written grievance to investigate the matter as they deem appropriate, discuss the matter with the grievant and Union and, where appropriate, submit a written response to the grievant and Union. The Union may appeal the grievance to the next step within twenty (20) calendar days of the Employer's denial.

STEP THREE If the grievance has not been resolved at Step Two, the Provost, or their designee, will meet with the International Staff Representative of the Union to attempt to resolve the grievance within twenty (20) calendar days of the appeal to this step. If the parties are unable to resolve the grievance, the Employer shall, within twenty (20) calendar days of the meeting, present the Union with a written response.

Should the Employer fail to respond at any step within the timeframes contained in this

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provision, the grievance will be deemed denied and the Union may proceed to the next step in the procedure.

Employer Grievance

Employer grievances will be presented at Step Three.

Tenure Revocation Grievance

Revocation of a bargaining unit faculty member's tenure status pursuant to the procedures set forth in Chapter II, Section 4.8 of the University Bylaws shall not be subject to the grievance and arbitration procedure contained in this Article, except as set forth herein. The parties acknowledge that Chapter II, Section 4.8 of the University Bylaws contains an appeal process applicable to the discharge of a tenured bargaining unit faculty member for cause and agree that the process set forth therein shall be the only appeal and/or grievance process available to bargaining unit faculty members. If the Chancellor and Chief Executive Officer makes a decision to revoke a bargaining unit faculty member's tenure status after the hearing board had determined not to revoke such status, a grievance over the Chancellor and Chief Executive Officer's decision may be presented at Step Three of the Grievance Procedure in this Article.

In both procedures, bargaining unit faculty members retain the right to a Union representative.

Mediation

In the event that the parties cannot resolve the grievance at Step Three, before the grievance has been appealed to arbitration, the Union and the Employer may, by mutual consent, contact the Pennsylvania Bureau of Mediation or Federal Mediation and Conciliation Service ("FMCS") for grievance mediation. All time limits shall be suspended while mediation is pending.

Arbitration

1. If the grievance has not been resolved at Step Three, the Union, but not the individual bargaining unit faculty member(s), has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party, and shall within thirty (30) calendar days of the receipt of the written response from Step Three submit a written notice to the department or unit head, or their designee, of its intent to submit the grievance to binding arbitration. Failure by the Union to request arbitration within thirty (30) days of a denial will result in the grievance being denied and the right to arbitration is deemed waived.
2. The parties shall have the right to mutually agree upon the arbitrator, but in the event they cannot so agree within twenty (20) calendar days of receipt of the above notice, the parties shall notify the Federal Mediation and Conciliation Service ("FMCS") of their intent to arbitrate a grievance. FMCS shall submit a panel of arbitrators to each Party, and the arbitrator shall then be chosen in accordance with FMCS's then applicable rules. Each party shall alternately strike a name until one remains. The Employer shall strike the first

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name. The person remaining shall be the arbitrator. The arbitration shall be conducted in accordance with FMCS's then applicable rules of procedure.

3. All decisions of the selected arbitrator shall be final and binding on the Employer, the Union, and all relevant members of the bargaining unit.
4. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement and no authority to modify deadlines contained herein. Each case shall be considered on its merits and the Agreement shall constitute the sole basis upon which the decision shall be rendered. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to their hearing and deciding the merits of the case.
5. The arbitrator shall confine themselves to the precise issue the parties have agreed to submit for arbitration and shall have no authority to determine any other issues not so submitted to them.
6. The arbitrator shall have no jurisdiction or authority to issue an award that changes, modifies or restricts any action taken by the University with respect to the exercise of management rights under Article ____ of this Agreement.
7. The arbitrator shall have no authority to substitute their judgment for that of the Employer regarding decisions involving academic matters, as set forth in Article ____.
8. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.
9. The cost of the arbitration shall be borne equally by the parties, including the arbitrator's fees and expenses and the cost of the hearing room. Each party shall pay its own individual expenses, including transcripts and the fees and reimbursement of its representatives and witnesses.
10. The parties agree to promptly give notice to one another of any subpoenas issued by the arbitrator.
11. No recordings may be made of the hearing, except as needed by the preparer of a transcript.

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UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

September 19, 2023

Management Rights

- A. Nothing contained in this Agreement shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University of Pittsburgh for the entire management, control and conduct of the academic, instructional, administrative and financial affairs of the university pursuant to the University of Pittsburgh—Commonwealth Act, 24 P.S. § 2510-201, et seq.
- B. In accordance with the rights established by Act 195 (Section 702), matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the University, standards of services, the University's overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. The Employer, however, shall be required to meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by the Union.
- C. The management, administration and control of the University's operations, facilities, programs, activities, resources, organizational structure, objectives, priorities, and mission, including the methods and means necessary to fulfill that mission, is vested exclusively in the Employer. The rights of the Employer enumerated in this Article apply equally with respect to all bargaining unit faculty and all units, schools, and departments within the University. Except as otherwise provided in this Agreement, the Employer has the sole and exclusive right to:
- establish, adopt and administer reasonable policies, procedures, rules and regulations;
 - determine all academic policies, procedures, rules and regulations;
 - alter, extend or discontinue existing equipment, facilities, and location of operations;
 - determine or modify the number, scheduling, responsibilities, and assignment of bargaining unit faculty members;
 - determine and establish qualifications for bargaining unit faculty members;
 - determine criteria in hiring and promotion, including tenure;
 - recruit, hire, transfer, promote, renew or non-renew, reappoint or non-reappoint, and grant tenure;

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- direct its working forces including, but not limited to, the right to plan, determine, direct and control all duties and functions performed by bargaining unit faculty members and supervise and train bargaining unit faculty members;
 - establish, maintain, and enforce standards of performance, conduct, order and safety;
 - evaluate, determine the content of evaluations, and determine the processes and criteria by which bargaining unit faculty member's performance is evaluated;
 - discipline or discharge bargaining unit faculty members in accordance with Article ____;
 - establish or modify academic calendars, including holidays and holiday scheduling;
 - assign work locations;
 - schedule hours of work;
 - exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include but are not limited to class size, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, ~~content and style and mode~~ modality of instruction, introducing new methods of instruction and new work methods and facilities, and decisions regarding who is taught, what is taught, how it is taught and who does the teaching; and
 - subcontract all or any portion of university operations.
- D. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by the Employer.
- E. The parties recognize that none of the management rights enumerated in this Article, nor any matters of inherent managerial policy, shall be subjects of bargaining or grievances.
- F. Management rights are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.
- G. The Employer retains the right to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to students, staff and faculty in situations of a public health emergency, pandemic, endemic, natural disaster, situations involving an active shooter and/or terroristic threats, or other emergency that affects the safety of persons or property in the buildings or on the grounds of the University, whether owned or operated. The Union and the Employer

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agree that in such circumstance the Employer shall not be required to provide notice to the Union before taking such action. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining.

- H. The parties recognize that historically some bargaining unit work has been performed by persons at the University who are not members of the bargaining unit, including graduate students, staff, postdoctoral associates, research associates, and supervisory or managerial personnel. The parties agree that performance of bargaining unit work by such individuals is not a violation of the Agreement. The parties acknowledge that the University's College in High School program is not covered by this Agreement.
- I. Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school and department shared governance bodies, from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.

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