

UNIVERSITY OF PITTSBURGH PROPOSAL

DECEMBER 14, 2022

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 librarians and bargaining unit faculty members assigned to 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 or Full Professor –

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.

Appointment Stream, who have not previously held a full-time faculty appointment with the Employer, shall be for a 2-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.b, II.2.c and II.2.d of this Article.

b. Bargaining unit faculty members appointed to the rank of Assistant Professor – Appointment Stream following a previous full-time faculty appointment with the Employer shall be appointed on presumptively renewable 2-year term appointments, subject to Section II.3.c of this Article.

c. Bargaining unit faculty members achieving the rank of Associate Professor – Appointment Stream, 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.

d. Bargaining unit faculty members achieving the rank of Full Professor – Appointment Stream, 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.

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

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

3. 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 or Regional Campus President 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

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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 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 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 Faculty.

III. Promotion.

1. Promotion from the rank of Assistant Professor to Associate Professor.

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

b. The criteria and guidelines for promotion from Assistant Professor to Associate Professor are prescribed by the Provost, Academic Units and Regional Campuses.

2. Promotion from the rank of Associate Professor to Full Professor.

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

b. The criteria and guidelines for promotion from Associate Professor to Full Professor are prescribed by the Provost, Academic Units and Regional Campuses.

3. To the extent that any of the criteria and guidelines of the Provost, Academic Units and Regional Campuses regarding promotion conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

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