

UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

November 17, 2023

LAYOFFS

- I. The Employer may lay off bargaining unit faculty members during the term of their appointments for the following reasons:
 - a. Financial exigency;
 - b. Restructuring, reorganization or discontinuance of academic programs; or
 - c. Any other reason for which position eliminations are necessary or appropriate, as determined by the Employer in its sole discretion.
- II. Except in the event of a financial exigency, the following shall apply to layoffs of full-time appointment stream and tenure-stream bargaining unit faculty members:
 - a. Notice of layoff shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, bargaining unit faculty members ~~with less than 5 full years of continuous service~~ will be notified at least ~~3 ½ months~~ ninety (90) days prior to the date of the layoff ~~end of their appointment period and bargaining unit faculty members with at least 5 full years of continuous service will be notified at least 5 ½ months prior to the end of their appointment period.~~
 - ~~b. Each bargaining unit faculty member will be permitted to complete the period of appointment (i.e., nine, ten, or twelve months) in accordance with the terms of their appointment.~~
 - e.b. Each bargaining unit faculty member who has received notice of layoff:
 1. will be released at the end of any term or session from their appointment upon request, even though the appointment period may extend beyond that time.
 2. will be given a personal letter from the Provost or Senior Vice Chancellor for the Health Sciences that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to a program change.
 - d.c. The Provost or Senior Vice Chancellor for the Health Sciences shall offer to send letters of explanation and professional resume on behalf of affected bargaining unit faculty members to other institutions to assist in efforts to find them suitable

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 Employer. 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.

placement elsewhere. The Office of the Provost or the Senior Vice Chancellor for the Health Sciences shall provide assistance in placement and counseling.

III. In the event of **position elimination**, restructuring, reorganization or discontinuance of academic programs and/or termination of a school or regional campus, **during the term of the bargaining unit faculty member's appointment, they shall be entitled to the following: Employer Policy AC 64 shall apply to affected tenured bargaining unit faculty members.**

a. Full-Time Appointment Stream Bargaining Unit Faculty with at least six (6) months left on their appointment:

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| <u>Less than eight (8) years of service</u> | <u>Two (2) months' severance pay</u> |
| <u>More than eight (8) years of service</u> | <u>Four (4) months' severance pay</u> |

b. Tenure Stream Bargaining Unit Faculty

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|---|--|
| <u>Less than eight (8) years of service</u> | <u>Twelve (12) months' severance pay</u> |
| <u>More than eight (8) years of service</u> | <u>Twelve (12) months' severance pay plus one (1) month's pay for each full year of service in excess of eight (8) years</u> |

Employer Policy and Procedure AC 64 shall apply to the calculation and implementation of severance pay for tenure stream bargaining unit faculty members.

IV. In the event of termination of a school or regional campus, tenured bargaining unit faculty members shall be entitled to the following:

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| <u>Less than eight (8) years of service</u> | <u>Twelve (12) months' severance pay</u> |
| <u>More than eight (8) years of service</u> | <u>Twelve (12) months' severance pay plus one (1) month's pay for each full year of service in excess of eight (8) years</u> |

Employer Policy and Procedure AC 64 shall apply to the calculation and implementation of severance pay for tenured bargaining unit faculty members.

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V. Except as expressly provided herein, Employer Policy and Procedure AC 64 shall not apply to layoffs of bargaining unit faculty members.

~~III~~.VI. Bargaining unit faculty members shall be required to sign a general release prior to receiving the severance benefits set forth above.

~~IV~~.VII. The parties recognize and agree that layoff decisions are matters of inherent managerial policy under PERA § 702, and therefore layoffs for the reasons set forth in Section I of this Article shall not be subject to the Grievance and Arbitration procedure.

~~V~~.VIII. Layoffs of bargaining unit faculty members with tenure and in the tenure stream because of financial exigency shall be in accordance with Chapter II, Sections 4.9 and 5.4 of the Bylaws of the University.

~~VI~~.IX. Bargaining unit faculty members who are laid off pursuant to the provisions of this Article may apply for any vacant position for which they are qualified.

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