

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

## **UNIVERSITY OF PITTSBURGH PACKAGE PROPOSAL**

**February 20, 2024**

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. Benefits
2. Leaves
3. Management Rights
4. Shared Governance
5. No Strike/No Lockout

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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

February 20, 2024

### Benefits

- A. The Employer shall offer full-time bargaining unit faculty members access to medical plans, dental plans, vision plans, flexible spending plans, health savings accounts, life and disability insurance plans, and qualified commuter expense accounts on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law, effective as of the 2024-2025 plan year. The Employer will contribute to the monthly premium cost of the full-time bargaining unit faculty member's medical insurance plan of choice on the same basis and in the same amount as it does for its other full-time non-bargaining unit employees, and bargaining unit faculty member monthly medical insurance premium contributions shall be made on a pre-tax basis. The terms and conditions of the plans are governed by the plan documents, as they may exist from time to time.
- B. The Employer has the right to amend the plans referenced in Paragraph A, including the amount of premium contributions paid by bargaining unit faculty members, at its sole discretion and without negotiation with the Union. Notwithstanding, any changes made by the Employer to the benefit levels of the plans referenced in Paragraph A shall be substantially similar to the terms applicable as of the ratification of this Agreement; any changes that are not substantially similar, the Employer shall negotiate with the Union. The Employer may, in its discretion, increase premium contributions for bargaining unit faculty for the plans referenced in Paragraph A, up to a maximum of eight ~~ten~~ percent (~~8+10~~%) per plan year during the life of the Agreement. The Employer shall negotiate with the Union any increases that are greater than eight ~~ten~~ percent (~~8+10~~%).
- C. The Employer shall comply with all federal and state requirements, including those under the Health Insurance Portability and Accountability Act, related to the confidentiality of bargaining unit faculty medical information. If the Employer is served with a subpoena or any other legal process seeking access to a bargaining unit faculty member's health information, the Employer shall notify the bargaining unit faculty member in writing within a reasonable time period.
- D. All full-time bargaining unit faculty members and eligible part-time tenured or tenure-stream bargaining unit faculty members shall be eligible to participate in the Employer's Defined Contribution Plan ("the Plan") on the terms applicable to other non-bargaining unit employees eligible for the Plan. The terms and conditions of the Plan are governed by the plan documents, as they may exist from time to time.

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- E. All full-time bargaining unit faculty members shall be eligible for care.com benefits on the same terms applicable to other full-time non-bargaining unit employees. The Employer shall provide full-time bargaining unit faculty members with access to the University Child Development Center (UCDC) on the same terms and conditions applicable to other full-time non-bargaining unit employees, including any increases to tuition. The University will work to explore expansion of availability of the UCDC to bargaining unit faculty members.
- F. Bargaining unit faculty members with appointments at the Pittsburgh campus shall have access to fare-free public transportation through Pittsburgh Regional Transit to the extent such benefit is offered to other employees.
- G. Education benefits shall be made available to bargaining unit faculty members in accordance with existing University policy, subject to the eligibility requirements and all other terms of applicable University policy. The Employer reserves the right to modify University policy providing for education benefits, in its sole discretion during the term of the Agreement, and will provide the Union with notice of any changes to such policy.
- H. Full-time bargaining unit faculty members with Falk School appointments shall be eligible for a scholarship covering full tuition remission for their dependent children who attend the Falk School.
- I. Bargaining unit faculty will have access to fitness facilities in accordance with University policy.
- J. Upon ratification of this Agreement, except as provided herein, part-time bargaining unit faculty shall have access to benefits as follows:

a. Part-time bargaining unit faculty who have a workload of at least ~~four (4) credits per term or two (2) full business days per week~~ thirty percent (30%) of that of a full-time bargaining unit faculty member shall have access to medical, dental and vision insurance. ~~For the sole purpose of determining eligibility for benefits under this Paragraph, four (4) credits per term or two (2) full business days per week shall constitute thirty percent (30%) of a full-time workload.~~

Notwithstanding the above, the Dean of the School of Dental Medicine may apply to the Office of Human Resources for an exemption from the eligibility requirements in this Section J.a for part-time bargaining unit faculty members with clinical responsibilities appointed to the School of Dental Medicine.

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- ~~a.b.~~ Part-time bargaining unit faculty who have a workload of at least six (6) credits per term or three (3) full business days per week ~~fifty percent (50%) of that of a full-time bargaining unit faculty member~~ shall have access to the shall have access to medical, dental and vision insurance, health savings accounts, life insurance, and commuter expense accounts offered to full-time bargaining unit faculty, as set forth in Paragraph A above. ~~For the sole purpose of determining eligibility for benefits under this Paragraph, six (6) credits per term or three (3) full business days per week shall constitute fifty percent (50%) of a full-time workload.~~
- K. Upon ratification of this Agreement, part-time bargaining unit faculty hired on or after the date of ratification, who are eligible for group health insurance benefits through another employer of the part-time bargaining unit faculty member or through the employer of a spouse, partner, child or parent shall not be eligible for benefits through the University.
- L. Notwithstanding the above, part-time bargaining unit faculty who have benefits at the University, as of the date of ratification of this Agreement, shall continue to have such benefits until such time as they leave the University or become eligible for greater benefits under Paragraph H above. The terms and conditions of the benefit plans are governed by the plan documents, as they may exist from time to time.
- M. Bargaining unit faculty members will be eligible for the Employee Emergency Fund benefit on the same terms as non-bargaining unit employees.

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## **UNIVERSITY OF PITTSBURGH PROPOSAL TO USW**

**February 20, 2024**

### **Leaves**

#### **I. Holidays**

The University shall be closed on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- University's Observance of Spring Holiday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- The day after Thanksgiving
- December 24th
- December 25th

The dates on which these holidays are observed shall be determined by the Employer and set forth in the University academic calendar. Bargaining unit faculty members may request religious accommodation through the Office of Equity, Diversity and Inclusion, Civil Rights and Title IX.

#### **II. Full-Time Bargaining Unit Faculty**

This section shall apply only to full-time bargaining unit faculty members, with the exception of bargaining unit faculty members with an appointment in the Falk School.

##### **1. Faculty Medical and Family Leave**

All full-time bargaining unit faculty members shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

##### **2. Paid Personal Leave**

Full time bargaining unit faculty members shall be eligible for four (4) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into

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subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of classes and/or missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Full-time bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their personal leave and needs additional time off, they should consult with their department or unit head.

### 3. Bereavement Leave

Full-time bargaining unit faculty members will be eligible for a paid leave of three (3) working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, child-in-law, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven (7) calendar days of the death. Where a bargaining unit faculty member is required to travel to attend funeral services outside the United States, they may request an additional leave without pay for up to three (3) days, which must be taken continuously with the paid bereavement leave. Such requests shall be granted at the discretion of the Employer. Bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

### 4. Vacation

Full-time bargaining unit faculty members on twelve (12) month appointments are entitled to twenty (20) working days of vacation leave each appointment year. Unused vacation leave does not carry over from one year to the next and will not be paid out at termination. Holidays and recess periods such as Winter Recess, as set forth on the University academic calendar, are not counted as days of vacation.

Full-time bargaining unit faculty members on appointments of less than twelve (12) months do not earn vacation benefits.

### 5. Jury Duty

Full-time bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Full-time bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the

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period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

## **6. Unpaid Leave of Absence**

Full-time bargaining unit faculty members may apply for leave without pay by submitting a written request, with the endorsements of the appropriate department chair and the dean or campus president, and in the Health Sciences, the Senior Vice Chancellor for Health Sciences. Such a request shall specify the period of time and the reason for such request, and must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Full-time bargaining unit faculty members may continue their health insurance, dental and vision coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

During unpaid leaves of absence, all Employer contributions toward retirement are suspended.

## **III. Part-Time Tenure Stream and Tenured Bargaining Unit Faculty**

### **1. Faculty Medical and Family Leave**

All part-time tenure stream and tenured bargaining unit faculty members shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

### **2. Paid Personal Time Off**

Part-time tenure-stream and tenured bargaining unit faculty members shall be eligible for two (2) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Part-time tenure-stream and tenured bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has

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exhausted their Personal Time and needs additional time off, they should consult with their department or unit head.

### 3. Vacation

Part-time tenure-stream and tenured bargaining unit faculty members do not earn vacation benefits.

### 4. Jury Duty

Part-time tenure-stream and tenured bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Part time tenure-stream and tenure bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, part-time tenure-stream and tenured bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

## **IV. Part-Time Bargaining Unit Library Faculty**

### 1. Faculty Medical and Family Leave

Part-time bargaining unit librarians shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

### 2. Paid Personal Leave

Part-time bargaining unit librarians shall be eligible for two (2) paid personal leave days per appointment year. Personal leave may not be accumulated or carried over into subsequent appointment years. Personal leave will not be paid out at time of termination. When taking personal leave, part-time bargaining unit librarians should inform their Director or Associate Vice Chancellor, as applicable, to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

If a part-time bargaining unit librarian has exhausted their Personal Time and needs additional time off, they should consult with their Director or Associate Vice Chancellor, as applicable.

### 3. Vacation

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Part-time bargaining unit librarians do not earn vacation benefits.

#### 4. Unpaid Leaves of Absence

Part-time bargaining unit librarians may apply for leave without pay by submitting a written request, with the endorsements of the Director of the ULS, BLL or HSLs and the Senior Vice Chancellor for Health Sciences, as applicable. Such a request shall specify the period of time and the reason for such request, and must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Part-time bargaining unit librarians who receive health insurance, dental and/or vision benefits may elect to continue coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

#### 4.5. Jury Duty

Part-time bargaining unit librarians must present their jury summons to their Director or Associate Vice Chancellor, as applicable, as promptly as practicable in advance of their service date.

### **V. Part-Time Appointment Stream Bargaining Unit Faculty**

This section shall apply only to part-time appointment stream bargaining unit faculty members, with the exception of part-time bargaining unit librarians.

#### **1. Sick Leave**

Each academic year, part-time appointment stream bargaining unit faculty shall be eligible for ~~two~~ three (32) paid sick days per semester or term. Sick leave shall not be paid out upon separation of employment.

Sick leave may be used for the following reasons: 1) faculty member's own mental/physical illness, injury, or health condition, need for medical diagnosis, care or treatment, or preventative medical care; 2) care of a family member for the same reasons; 3) any other purpose required by applicable local, state, or federal law.

When taking sick leave, bargaining unit faculty should inform their department or unit head to arrange for coverage of classes and/or missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

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## 2. Paid Personal Leave

Part-time appointment stream bargaining unit faculty members shall be eligible for two (2) paid personal leave days per academic year. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination. When taking personal leave, faculty should inform their department or unit head to arrange for coverage of missed work or to plan for the bargaining unit faculty member's completion of the missed work upon their return.

Part-time appointment stream bargaining unit faculty members who do not work in a semester will not be entitled to personal days in such semester. If a faculty member has exhausted their Personal Time and needs additional time off, they should consult with their department or unit head.

## 3. Vacation

Part-time appointment stream bargaining unit faculty members do not earn vacation benefits.

## 4. Unpaid Leaves of Absence

Part-time appointment stream bargaining unit faculty members may apply for leave without pay by submitting a written request, with the endorsements of the appropriate department chair and the dean or campus president, and in the Health Sciences, the Senior Vice Chancellor for Health Sciences. Such a request shall specify the period of time and the reason for such request, and must be submitted to the Office of the Provost before December 1 of the academic year preceding the desired period of leave. Requests submitted after December 1 will be considered, at the University's discretion.

Part-time appointment stream bargaining unit faculty members who receive health insurance, dental and/or vision benefits may elect to continue coverage at no cost to the Employer during an unpaid leave of absence, and are responsible for the full premium costs. If the bargaining unit faculty member terminates coverage during an unpaid leave of absence, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

## 5. Jury Duty

Part-time appointment stream bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date.

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## **VI. Falk School Bargaining Unit Faculty**

### **1. Faculty Medical and Family Leave**

All full-time bargaining unit faculty members appointed to the Falk School shall be eligible for Faculty Medical and Family Leave (FMFL) in accordance with University Policy AC 26. University Policy AC 26 shall be construed in a manner that covers brief illnesses, in addition to longer-term illnesses and health conditions.

### **2. Paid Personal Leave**

Full-time bargaining unit faculty members appointed to the Falk School shall be eligible for four (4) paid personal days. Personal leave may not be accumulated or carried over into subsequent academic years. Personal leave will not be paid out at time of termination.

Falk School full-time bargaining unit faculty members must request to take such leave in advance, in accordance with Falk School policies and procedures and subject to approval by the Falk School Director. Falk School bargaining unit faculty members may not take more than three (3) consecutive personal days at a time during the school year.

### **3. Bereavement Leave**

Falk School full-time bargaining unit faculty members will be eligible for a paid leave of three (3) working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, child-in-law, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven (7) calendar days of the death. Where a bargaining unit faculty member is required to travel to attend funeral services outside the United States, they may request an additional leave without pay for up to three (3) days, which must be taken continuously with the paid bereavement leave. Such requests shall be granted at the discretion of the Employer. Falk School bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

### **4. Jury Duty**

Falk School full-time bargaining unit faculty members must present their jury summons to their department or unit head as promptly as practicable in advance of their service date. Falk School full-time bargaining unit faculty members serving on jury duty shall be excused from work for the days on which they serve, and they shall experience no loss in compensation for the period of their jury duty to the extent such service does not exceed two (2) weeks per calendar year. For jury duty that exceeds two (2) weeks, bargaining unit faculty members may request an extension of paid leave, at the Employer's discretion.

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## **VII. Military Leave**

The Employer shall grant unpaid military leave and re-employment rights to eligible bargaining unit faculty members, as required by applicable federal and state law.

## **VIII. Union Conferences and Trainings**

1. The Employer will provide a total of ten (10) days of leave per academic year for use by designated bargaining unit faculty members for the purpose of attending conferences, trainings, or other programming sponsored or endorsed by the Union. The Union may designate no more than two (2) bargaining unit faculty members for eligibility for leave under this Section. Leave taken pursuant to this Section will not impact pay.
2. Bargaining unit faculty members designated by the Union for leave pursuant to Section VII.1 must be active members of the Labor-Management Committee.
3. Bargaining unit faculty members who take leave pursuant to this Section will not be released from teaching responsibilities for the purposes of this Section. Participation in Union conferences, trainings and other programming will count as a service activity.

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## **UNIVERSITY OF PITTSBURGH PROPOSAL TO USW**

**February 20, 2024**

### **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;

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- recruit, hire, transfer (with the exception of transfers between campuses), promote, renew or non-renew, reappoint or non-reappoint, and grant tenure;
- 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;
- 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, class schedules, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, content and modality of instruction, introducing new methods of instruction and new work methods and facilities, and decisions regarding who is taught and who does the teaching; and
- subcontract all or any portion of university operations (provided that if the University intends to enter into any new subcontracting relationship that involves subcontracting bargaining unit work, the Union will be provided notice and is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) working days following the initial notice to the Union).

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, unless the exercise of such rights violates any express written provision of this Agreement.

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.

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- 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, 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 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 or meet and discuss.
- 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 (CHS) program is not subject to this Agreement, except that bargaining unit faculty members who are involved in the CHS program are covered by the Agreement as applicable.
- 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, library 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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## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

February 7, 2024

### Shared Governance

The parties recognize and support the role of shared governance bodies at the University. This Agreement is not intended to limit the faculty role in governance as provided by University, school, regional campus, library, department and other academic unit policies and bylaws.

The Employer will follow its legal obligations to bargain under PERA §701, as applicable, and to meet and discuss under PERA §702, as applicable. The parties agree that communication and collaboration between the Employer and bargaining unit faculty members through shared governance on topics other than wages, benefits, and terms and conditions of employment for bargaining unit faculty members~~otherwise~~ does not violate PERA §701 or §702 or any other PERA provision. Collaboration between the Union and University Senate is encouraged, where appropriate.

Each academic unit will have the right to develop local governance bylaws, policies and procedures, which shall be approved by the Provost and the Senior Vice Chancellor for the Health Sciences, as applicable. All local governance bylaws, policies and procedures, shall be reviewed periodically by the Union and the Employer to ensure they are consistent with this Agreement. The process for the development or revision of local workload policies, criteria and guidelines for evaluation, and/or criteria and guidelines for promotion and tenure will provide opportunity for meaningful participation by the bargaining unit faculty members to whom the policies and/or criteria and guidelines would apply. Each unit will determine the mechanism by which affected bargaining unit faculty members will have the opportunity to participate.

Faculty shall retain the right to speak on all matters of University governance at all levels, including ardent advocacy in support of or in opposition to particular policies and practices. The parties agree to collaborate in cultivating a governance environment that encourages broad and diverse participation while also permitting vigorous disagreement in the course of deliberation.

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.



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

## UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

February 12, 2024

### No Strike/No Lockout

#### I. No Strike

There shall be no strikes, slowdowns or cessation of work by the bargaining unit faculty members during the term of this Agreement.

The Union, its officers, agents, representatives and members, shall not authorize, ~~or~~ ratify, assist or encourage directly or indirectly, any strikes, slowdowns, cessation of work, or interruptions of operations of the Employer ~~or picketing~~ by bargaining unit faculty members at the University during the term of this Agreement. Informational picketing by bargaining unit faculty members shall be conducted in accordance with University Policy and subject to First Amendment protections.

Should any bargaining unit faculty member engage in such conduct, the Union's sole obligation shall be to endeavor within seventy-two (72) hours after receipt of written notice thereof from the Employer to bring about a cessation of such conduct. The Employer reserves its rights to pursue any available remedy or right provided for by applicable law or statute.

The University reserves the right in its sole discretion to discipline or discharge any bargaining unit faculty member who violates this Article.

#### II. No Lockout

The University shall not order, authorize, or ratify a lockout during the life of this Agreement. Should any lockout occur, the Employer, in good faith, shall endeavor within seventy (72) hours after receipt of written notice thereof from the Union to terminate the lockout and reinstate the bargaining unit faculty members, with no loss of pay or any other benefit.

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.