

# UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

January 10, 2024

## LAYOFFS

- I. The Employer may lay off tenured and tenured-stream bargaining unit faculty members for the following reasons:
  - a. Financial exigency; or
  - b. Termination of a school or regional campus.
- II. 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.
- III. In the event of layoff of tenured bargaining unit faculty under I.b., the University will attempt to reassign bargaining unit faculty with tenure, in accordance with Employer Policy AC-64.
- IV. The Employer may lay off full-time appointment stream bargaining unit faculty members during the term of their appointments for the following reasons:
  - a. Financial exigency; or
  - b. Restructuring, reorganization or discontinuance of academic programs, position elimination, and/or termination of a school or regional campus; or  
Any other reason for which position eliminations are necessary or appropriate, as determined by the Employer in its sole discretion.

~~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:~~

~~Notice of layoff shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, bargaining unit faculty members will be notified at least ninety (90) days prior to the date of the layoff.~~

~~Each bargaining unit faculty member who has received notice of layoff:~~

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.

~~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.~~

~~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.~~

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

V. The University, in its discretion, may elect to reassign tenure-stream and full-time appointment stream bargaining unit faculty members subject to layoff to appropriate academic appointments in other schools, regional campuses, or departments within the University.

VI. In the event of termination of a school or regional campus, tenured and tenure-stream bargaining unit faculty members shall be entitled to the following:

<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.

H.VII. 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, full-time appointment stream bargaining unit faculty with at least six (6) months left on their appointment they shall be entitled to the following:

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

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Less than eight (8) years of service	<del>Two (2)</del> <u>Four (4)</u> months' severance pay
More than eight (8) years of service	Four (4) months' severance pay <u>plus one-half (1/2) month's pay for each full year of service in excess of eight (8) years</u>

~~b. Tenure Stream Bargaining Unit Faculty~~

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

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

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

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

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

~~VIII. 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 will be notified at least ninety (90) days six (6) months prior to the date of the layoff.~~

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.

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.

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

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

~~V.~~X. Bargaining unit faculty members shall be required to sign a general release prior to receiving the severance benefits set forth above. The terms of the general release shall be agreed upon by the parties. In the event the parties cannot agree, the bargaining unit faculty member shall not be entitled to the severance benefits set forth herein.

~~VI.~~XI. 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 Sections I and II of this Article shall not be subject to the Grievance and Arbitration procedure.

~~VII.I.~~ ~~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.~~

XII. 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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