

UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

June 22, 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 be for a period of either:
 - a. twelve months;
 - b. ten months; or
 - c. nine 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.
 3. Those full-time tenure 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. 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 months, ten month or nine months.

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.

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 3-year term.

IV. Renewal

6. 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 academic units, as applicable. Bargaining unit faculty members in the tenure stream may only be renewed once for a three-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-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.

7. 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 academic units, as applicable. Bargaining unit faculty members in the tenure stream may be renewed twice for a three-year term appointment.

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- 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 second term will be offered a one-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-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.
- 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. Denial of a bargaining unit faculty member's application for tenure shall not be subject to the grievance and arbitration procedure.

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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.
3. 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.
 - 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.
 - e. 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. Denial of a tenured bargaining unit faculty member's application for promotion shall not be subject to the grievance and arbitration procedure.

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