AGREEMENT BETWEEN

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC

AND

UNIVERSITY OF PITTSBURGH

5/15/24 thru
6/30/26

TABLE OF CONTENTS

Page

Article 1 – Purpose 1

Article 2 – Recognition 1
2.1 – Bargaining Unit 1
2.2 – Definitions 2
2.3 – Modifications to the Bargaining Unit 3

Article 3 – Academic Freedom and Ethical Conduct 3
3.1 – Academic Freedom 3
3.2 – Ethical Conduct 4

Article 4 – Dues Deductions 4
4.1 – Deductions 4
4.2 – Dues 4
4.3 – Revocations 5
4.4 – Political Action Fund 5
4.5 – Electronic Authorization 5
4.6 – Indemnification 5

Article 5 – Shared Governance 5

Article 6 – Labor Management Meetings 6
6.1 – Meetings and Notice 6

Article 7 – Health and Safety 7
7.1 – Standards and Reporting 7
7.2 – Labor-Management Health and Safety Meetings 7
7.3 – Training 7
7.4 – No Retaliation 7

Article 8 – Grievance and Arbitration 8
8.1 – Grievance Procedure 8
8.2 – Union and Faculty Member Grievance 8
8.3 – Employer Grievance 9
8.4 – Tenure Revocation Grievance 9
8.5 – Mediation 9
8.6 – Arbitration 9

Article 9 – Discipline and Discharge 10
9.1 – Disciplinary Standards 10
9.2 – Investigatory Interviews 11
9.3 – Prediscipliinary Meetings 12

Article 10 – Personnel Files 13

Article 11 – Union Communication and Access 13
11.1 – Communications 13
11.2 – Access for Meetings 13
11.3 – Access to Information 14

Article 12 – Management Rights 15

Article 13 – Separability 17

Article 14 – Non-Discrimination, Anti-Harassment, and Anti-Bullying 17

Article 15 – Facilities and Support 18
15.1 – Facilities 18

Article 16 – Notice of Appointment 20
16.1 – Notice of Appointment 20

Article 17 – Appointment, Promotion, and
Renewal of Full-Time Appointment Stream Faculty 20
17.1 – Appointment of Full-Time Appointment Stream Faculty 21
17.2 – Promotion 24

Article 18 – Appointment and Renewal of Part-Time Appointment Stream Faculty 26
18.1 – Appointment of Part-Time Faculty 26

Article 19 – Visiting Faculty 28

Article 20 – Appointment, Promotion, and Renewal of Tenure Stream Faculty 28
20.1 – Appointment of Tenure Stream Faculty 29
20.2 – Renewal 29
20.3 – Application for Tenure 30

Article 21 – Appointment and Promotion of Tenured Faculty 32

Article 22 – Workload 33
22.1 – Workload Policies 33
22.2 – Individual Workload Expectations 34
22.3 – Teaching Overloads 34

Article 23 – Faculty Evaluations 35

Article 24 – Layoffs 37

Article 25 – No Strike/No Lockout 39
25.1 – No Strike 39
25.2 – No Lockout 40

Article 26 – Falk Laboratory School 40
26.1 – Appointment of Full-Time Falk School Bargaining Unit Faculty 40
26.2 – Level Advancement 42
26.3 – Appointment of Part-Time Falk School Bargaining Unit Faculty 43
26.4 – Falk School Handbook and Policies 43
26.5 – Daily Schedule 43
26.6 – Meetings, School Events, and Planning Time 44
26.7 – Supplies 45
26.8 – Supplemental Positions 45

Article 27 – Compensation 45
27.1 – Full-Time Bargaining Unit Faculty 45
27.2 – Part-Time Appointment Stream Bargaining Unit Faculty 48
27.3 – Overload 50
27.4 – Pay Schedule 50
27.5 – Financial Exigency 50

Article 28 – Benefits 50

Article 29 – Leaves 53
29.1 – Holidays 53
29.2 – Full-Time Bargaining Unit Facility 53
29.3 – Part-Time Tenure Stream and Tenured Bargaining Unit Facility 56
29.4 – Part-Time Bargaining Unit Library Facility 56
29.5 – Part-Time Appointment Stream Bargaining Unit Faculty 58
29.6 – Falk School Bargaining Unit Faculty 59
29.7 – Military Leave 60
29.8 – Union Conferences and Trainings 60
29.9 – Union Workload Buyouts 61

Article 30 – Sabbaticals and Professional Development Leave 61
30.1 – Sabbatical Leave 61
30.2 – Paid Professional Development Leave 62
30.3 – Unpaid Leave for Professional Enhancement 63

Article 31 – Professional Development Funds 63

Article 32 – Section Headings 63

Article 33 – Duration 64

Appendix A [Excluded ULS Faculty Librarians] 68

Appendix B [Excluded Directors] 69

Appendix C [Side Letter to Article 22 – Workload] 73

Appendix D [2024-2025 Medical Insurance Plans] 74

Article 1
Purpose

The purpose of this Agreement is to establish the wages, hours, and other terms and conditions of employment for faculty in the bargaining unit, and to provide the Employer and the Union with a clear statement of the procedures by which the faculty in the bargaining unit and the Employer interact in the academic enterprise.

The parties are dedicated to cultivating a constructive and harmonious collective bargaining relationship as part of their shared commitment to carrying out the mission of the University.

The Employer and the Union, desiring to cooperate with each other in mutual respect and harmony, have agreed to the provisions of this Agreement.

Article 2
Recognition

2.1 Bargaining Unit

1. The University of Pittsburgh (the "University" or "Employer") recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (the "Union"), pursuant to the Pennsylvania Labor Relations Board ("PLRB") NISI Order of Certification, dated October 28, 2021, and the Order Directing Submission of Eligibility List ("ODSEL"), dated April 16, 2021 in Case No. PERA-R-19-2-W, as the exclusive representative of the employees in the bargaining unit described as follows, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment pursuant to the Public Employe Relations Act ("PERA").[1]

Included:

2. All full-time and regular part-time tenure-stream and non-tenure-stream faculty and librarians in the Provost Area, Health Science Schools, and School of Law, employed by the University of Pittsburgh at all campuses in the Commonwealth.

Excluded:

3. Faculty in the School of Medicine, research associates, post-doctoral associates, graduate student employees, non-faculty professionals, and all non-professionals, guards, supervisors, managerial, and confidential employees as defined in the Act.

[1] The parties agree that the excluded positions as described in the ODSEL are not determinative of the employment status of any such position.

4. Pursuant to paragraph 11, pp. 20-21 in the ODSEL, department chairs, division chairs, division chiefs, vice chairs, deans, provost, vice provosts, vice chancellors, senior associate deans, vice deans, associate deans, campus presidents, regional vice presidents, assistant deans, associate vice chancellors, associate vice provosts.

5. Pursuant to paragraph 12, pp. 21 in the ODSEL, supervisory/managerial librarians identified in Appendix A.

6. Pursuant to paragraph 13, pp. 21-24 in the ODSEL, Directors (and Assistant and Associate Directors where noted) of centers, institutes, programs and labs identified in Appendix B.

7. Pursuant to paragraph 7, p. 20 of the ODSEL, any employee whose primary employment type is not "Faculty," including individuals with faculty appointments who are classified as "Executive" or "Staff" or "Post-Docs."

8. Pursuant to paragraph 8, p. 20 of the ODSEL, any employee whose status with the University is as an unpaid volunteer or dually employed.

9. Pursuant to paragraph 10, p. 20 of the ODSEL, individuals on long term disability.

2.2 Definitions

1. "Non-tenure stream" and "appointment stream" shall be interpreted as synonymous.

2. "Regular part-time non-tenure stream faculty" are referred to herein as "part-time appointment stream faculty" in this Agreement. "Part-time non-tenure stream faculty" shall refer to faculty who meet the following criteria:

a) (i) Employment in any two (2) of the three (3) most recent Fall, Summer, and Spring semesters [*e.g.*, for determining eligibility in Fall semester 2023, an appointment in Fall semester 2023 and an appointment in either the Summer semester 2023 or Spring semester 2023]; or (ii) meeting both of the following: (1) employment in any one (1) of the three (3) most recent Fall, Summer, and Spring semesters [*e.g.*, for determining eligibility in Fall semester 2023, an appointment in Fall semester 2023 (or Summer semester 2023 or Spring semester 2023)]; AND (2) employment in any one (1) of the six (6) most recent Fall, Summer, and Spring semesters preceding the semesters in criterion (ii)(1) [*e.g.*, for determining eligibility in Fall semester 2023, an appointment in Fall semester 2022 or Fall semester 2021].

b) Eligibility is determined on a semester basis.

3. "Bargaining unit faculty member," "faculty," and "faculty member" will be used in this Agreement to refer collectively to employees of the Employer holding a position set forth in Section 1 as included in the bargaining unit and represented by the Union for collective bargaining purposes.

2.3 Modifications to the Bargaining Unit

The Employer and the Union may discuss inclusion of positions in the bargaining unit or the exclusion of positions from the bargaining unit, subject to PERA.

Article 3
Academic Freedom and Ethical Conduct

3.1 Academic Freedom

1. Bargaining unit faculty members are entitled to full freedom from interference to conduct research in their academic fields and to publish their results, subject to adequate performance of their other academic duties[2] and an understanding with university authorities regarding research for "pecuniary return."

2. Bargaining unit faculty members have the right to translate their knowledge and understanding into effective instruction appropriately grounded in principles and practices of disciplines and professions. Bargaining unit faculty members are entitled to freedom in the classroom[3] to discuss their subject, but they should be careful not to introduce controversial material that has no relation to that subject and should provide an atmosphere conducive to learning.

3. Bargaining unit faculty members are entitled to speak and write as private citizens, free from institutional censorship or discipline, but as scholars and educators they should at all times[4] be accurate, exercise appropriate restraint, and show respect for the opinions of others. Faculty may list their institutional affiliation for identification purposes but should not present themselves as spokespersons for the University of Pittsburgh unless expressly authorized to do so in writing by the Employer.

[2] Faculty members do not lose their right to academic freedom, with respect to research, if they are not adequately performing their other duties. However, academic freedom does not excuse faculty members from adequately performing their other duties, complying with University policy and complying with any applicable conditions related to funding. Academic freedom in research is subject to certain limitations, such as professional competence and ethics and does not mean that individual faculty members are free to teach or publish whatever they want without repercussions.

[3] The concept of freedom in the classroom applies to online teaching as well as related instructional activities.

[4] When faculty members speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As educators, they should remember that the public may judge their profession and their institution by their utterances.

4. The parties recognize that the interpretation and application of this Section 3.1 may differ based on the academic, educational or institutional context, as well as the regulatory and accreditation requirements applicable to each academic unit.

3.2 Ethical Conduct

The parties acknowledge the ethical obligations of bargaining unit faculty members inherent to the advancement of knowledge and fulfillment of their shared mission, including the faculty's full performance of all duties and obligations of their appointment and the commitment to support the responsible exercise of academic freedom by oneself and others.

The following are principles of ethical conduct that are assumed by bargaining unit faculty members. Bargaining faculty members should:

a) Observe and uphold the ethical standards of their discipline and the Employer in the pursuit and communication of scientific and scholarly knowledge.

b) Treat students, staff, colleagues, and the public with fairness, dignity, and respect in accordance with this Agreement and Employer policy when discharging their professional duties.

c) Respect and maintain the integrity of the evaluation process and evaluate students, staff, and colleagues fairly.

d) Contribute to the academic and administrative functioning of their academic unit and the University.

e) Conduct themselves with honesty and integrity in all activities that impact the work or academic environment.

Article 4
Dues Deductions

4.1 Deductions

During the term of the Agreement, the Employer agrees to deduct regular dues and assessments, if applicable, from each paycheck of employees for whom the Union has provided a written dues deduction authorization. Such deductions shall be promptly remitted to the International Secretary-Treasurer of the Union no later than ten (10) days following the end of the month in which they were deducted, provided the University may remit via ACH or, if necessary, wire transfer.

4.2 Dues

The dues rate for this bargaining unit for the term of this Agreement shall be 1.5% of gross earnings for all bargaining unit faculty members, plus a $10.00 initiation fee applicable to

bargaining unit faculty members who join the bargaining unit after the effective date of this Agreement. The Union reserves the right to change the dues rate, provided that the formula shall, during the life of this Agreement, remain a flat percentage of gross earnings (for example, 1.4% or 1.6%). The Union shall provide notice by email to the Director of Employee and Labor Relations or their designee at least one hundred and twenty (120) days in advance of such changes.

4.3 Revocations

The Employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the Employee in accordance with the terms of the authorization. When it is determined by the Union that an employee's payroll deductions should cease, the Union will be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations due to revocation. Updates to deductions shall be made by the University within thirty (30) days of receipt from the Union of changes to dues authorizations and/or assessments.

4.4 Political Action Fund

The Employer shall also deduct and transmit, to the Treasurer of the United Steelworkers Political Action Fund (USW/PAF), voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAF. All deductions for the Political Action Fund shall be a flat dollar amount. The Union shall provide notice of any voluntary PAF contributions or changes thereto by email to the Director of Employee and Labor Relations or their designee at least thirty (30) days prior to the requested effective date.

4.5 Electronic Authorization

All dues deduction authorizations will be sent by the Union via email, as PDF attachments, to the Director of Employee and Labor Relations or their designee.

4.6 Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Article 5
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, hours, and other terms and conditions of employment for bargaining unit faculty members 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.

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.

Article 6
Labor Management Meetings

6.1 Meetings and Notice

1. The parties agree, through their designated representatives, not to exceed five (5) per party unless by mutual agreement, to meet once in the Fall, Spring, and Summer terms, or on the reasonable request of either party. If a party requests a meeting, the parties shall schedule such meeting within ten (10) business days or a mutually agreeable date and the requesting party shall provide an agenda at least two (2) business days before the meeting. For regularly scheduled term meetings, both parties shall provide agenda items they expect to raise. Such meetings shall not be for the purpose of conducting collective bargaining negotiations, but shall be for the sole purpose of appraising any problem which may have arisen in the application, administration, or interpretation of this Agreement, or of problems of general concern to either party. Therefore, such meetings shall not modify, add to, or detract from the provisions of this Agreement.

2. The Employer and the Union are encouraged to raise with the other party matters of importance in the administration of this Agreement.

Article 7
Health and Safety

7.1 Standards and Reporting

1. The parties will abide by all applicable City, County, State and Federal laws and regulations as well as all University rules, policies, and programs regarding safety. The Employer will continue to provide a safe working environment in accordance with University policy and law, if applicable, and not reduce the current health and safety standards at the University. The Employer may promulgate work rules and operational policies with respect to health and safety and will endeavor to provide the Union with notice of any changes to University-wide Administration and Operations (AO) and Community Standards (CS) policies relating to workplace safety.

2. Bargaining unit faculty members shall immediately report in writing any and all working conditions that they can reasonably identify as unsafe in accordance with University policy and training.

7.2 Labor-Management Health and Safety Meetings

The Labor-Management Committee shall hold dedicated Health and Safety (HS) meetings to address issues related to workplace health and safety. These meetings shall be in addition to the regularly scheduled Labor-Management Committee meetings for each term (see Article 6). The number of HS meetings shall not exceed three (3) per term except by mutual agreement by the parties. In addition to the regular Labor-Management Committee members, participants in the HS meetings may include bargaining unit faculty members on the relevant internal Union committees and additional Employer representatives. The number of additional participants in the HS meetings shall be mutually agreed upon by the parties.

7.3 Training

The Employer will make training on health and safety available to bargaining unit faculty members consistent with their job duties. The parties recognize certain trainings may be required for performance of certain job duties.

7.4 No Retaliation

No bargaining unit faculty member will be subject to discrimination, discipline or termination for reporting unsafe working conditions.

Article 8
Grievance and Arbitration

8.1 Grievance Procedure

1. A "grievance" is an allegation by the Union or Employer that there has been a violation involving the interpretation or administration of an Article(s) and Section(s) of the Agreement. The parties agree that, for the Employer, the Union and all bargaining unit faculty members, this Article is the exclusive procedure applicable to alleged violations of this Agreement, including disciplinary action taken with respect to bargaining unit faculty, and waive the right to any alternative procedure unless expressly provided for in this Agreement.

2. For purposes of computing time under this Article, dates on which the Employer is closed or in recess for faculty (as listed in the Academic Calendar) shall be excluded.

8.2 Union and Faculty Member Grievance

STEP ONE
Within thirty (30) calendar days of the occurrence giving rise to the grievance, the Union or bargaining unit faculty member shall present a grievance orally to their department or unit head. The department or unit head or their designee will investigate the grievance as they shall deem appropriate and respond to the Union and/or the grievant within twenty (20) calendar days. The Employer and the Union may agree in writing to additional time to resolve grievances at Step One. Unless agreed otherwise, settlements at this step shall be made without precedential effect.

STEP TWO
If the grievance has not been resolved at Step One, the grievant or the Union shall reduce the grievance to writing, stating the facts and listing the Articles and Sections of the Agreement upon which the grievance is based and submit the written grievance to the department or unit head, or their designee within twenty (20) calendar days of receipt of the Employer's Step One response. The department or unit head or their designee will have twenty (20) calendar days following the receipt of the written grievance to investigate the matter as they deem appropriate, discuss the matter with the grievant and Union and, where appropriate, submit a written response to the grievant and Union. The Union may appeal the grievance to the next step within twenty (20) calendar days of the Employer's denial.

STEP THREE
If the grievance has not been resolved at Step Two, the Provost, or their designee, will meet with the International Staff Representative of the Union to attempt to resolve the grievance within twenty (20) calendar days of the appeal to this step. If the parties are unable to resolve the grievance, the Employer shall, within twenty (20) calendar days of the meeting, present the Union with a written response.

Should the Employer fail to respond at any step within the timeframes contained in this provision, the grievance will be deemed denied and the Union may proceed to the next step in the procedure.

8.3 Employer Grievance

Employer grievances will be presented at Step Three. The timelines in Step Three and Arbitration shall apply to Employer grievances.

8.4 Tenure Revocation Grievance

Revocation of a bargaining unit faculty member's tenure status pursuant to the procedures set forth in Chapter II, Section 4.8 of the University Bylaws shall not be subject to the grievance and arbitration procedure contained in this Article, except as set forth herein. The parties acknowledge that Chapter II, Section 4.8 of the University Bylaws contains an appeal process applicable to the discharge of a tenured bargaining unit faculty member for cause and agree that the process set forth therein shall be the only appeal and/or grievance process available to bargaining unit faculty members. If the Chancellor and Chief Executive Officer makes a decision to revoke a bargaining unit faculty member's tenure status after the hearing board had determined not to revoke such status, a grievance over the Chancellor and Chief Executive Officer's decision may be presented at Step Three of the Grievance Procedure in this Article.

In both procedures, bargaining unit faculty members retain the right to a Union representative.

8.5 Mediation

In the event that the parties cannot resolve the grievance at Step Three, before the grievance has been appealed to arbitration, the Union and the Employer may, by mutual consent, contact the Pennsylvania Bureau of Mediation or Federal Mediation and Conciliation Service ("FMCS") for grievance mediation. All time limits shall be suspended while mediation is pending.

8.6 Arbitration

1. If the grievance has not been resolved at Step Three, the Union, but not the individual bargaining unit faculty member(s), has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party, and shall within thirty (30) calendar days of the receipt of the written response from Step Three submit a written notice to the Provost, or their designee, of its intent to submit the grievance to binding arbitration. Failure by the Union to request arbitration within thirty (30) days of a denial will result in the grievance being denied and the right to arbitration is deemed waived.

2. The parties shall have the right to mutually agree upon the arbitrator, but in the event they cannot so agree within twenty (20) calendar days of receipt of the above notice, the parties shall notify the FMCS of their intent to arbitrate a grievance. FMCS shall submit a panel of arbitrators to each Party, and the arbitrator shall then be chosen in accordance with FMCS's then applicable rules. Each party shall alternately strike a name until one remains. The Employer shall strike the first name. The person remaining shall be the arbitrator. The arbitration shall be conducted in accordance with FMCS's then applicable rules of procedure.

3. All decisions of the selected arbitrator shall be final and binding on the Employer, the Union, and all relevant members of the bargaining unit.

4. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement and no authority to modify deadlines contained herein. Each case shall be considered on its merits and the Agreement shall constitute the sole basis upon which the decision shall be rendered. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to their hearing and deciding the merits of the case.

5. The arbitrator shall confine themself to the precise issue the parties have agreed to submit for arbitration and shall have no authority to determine any other issues not so submitted to them.

6. The arbitrator shall have no jurisdiction or authority to issue an award that changes, modifies or restricts any action taken by the Employer with respect to the exercise of management rights under Article 12 of this Agreement.

7. The arbitrator shall have no authority to substitute their judgment for that of the Employer regarding decisions involving academic matters, as set forth in Article 12.

8. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

9. The cost of the arbitration shall be borne equally by the parties, including the arbitrator's fees and expenses and the cost of the hearing room. Each party shall pay its own individual expenses, including transcripts and the fees and reimbursement of its representatives and witnesses.

10. The parties agree to promptly give notice to one another of any subpoenas issued by the arbitrator.

11. No recordings may be made of the hearing, except as needed by the preparer of a transcript.

Article 9
Discipline and Discharge

9.1 Disciplinary Standards

1. Bargaining unit faculty members are subject to this Agreement and any Employer policies, rules, regulations, directives, or orders not expressly addressed in this Agreement.

2. The Employer has the right to conduct investigations into allegations of misconduct or violations of policy. Bargaining unit faculty members are required to cooperate in an investigation and provide truthful information.

3. The Employer shall not discipline or discharge any bargaining unit faculty member without just cause.

4. The Employer is committed to the use of progressive discipline, noting that when the severity of the alleged offense or bargaining unit faculty member's history of discipline warrants a deviation, the Employer has the right to do so. For example, under certain circumstances, suspension without pay or termination may be warranted on the first occurrence, even though the bargaining unit member has no prior record of having been disciplined.

5. The Employer will not make use of any disciplinary action that is older than three (3) years when determining disciplinary action against a bargaining unit faculty member, with the exception of discipline in excess of a written warning or any discipline related to discrimination, harassment, or sexual misconduct in violation of university policy. For discipline older than three (3) years, the Employer is not precluded from asserting that any disciplinary action served as notice to the bargaining unit faculty member of the issue(s), and may reference the issue(s) addressed therein in subsequent disciplinary charges.

6. Where allegations against a bargaining unit faculty member fall under an Employer policy, the investigation will be conducted in accordance with that policy's procedure, if applicable. If the investigation results in discipline, the only recourse available to the bargaining unit faculty member and/or the Union is pursuant to the grievance and arbitration procedure in this Agreement and the bargaining unit faculty member may not pursue any appeal process contained in the policy's procedure.

7. Copies of any documented disciplinary action shall be placed in the bargaining unit faculty member's personnel file.

9.2 Investigatory Interviews

When a bargaining unit faculty member reasonably believes that an interview with a managerial or supervisory employee may result in discipline, the bargaining unit faculty member has the right to be accompanied by a Union representative at any investigatory interview, at the request of the bargaining unit faculty member. The Employer will make a reasonable effort to notify the bargaining unit faculty member of this right prior to any investigatory interview; however, any failure by the Employer to provide such notice shall not be used as a basis to challenge just cause for discipline. If the bargaining unit faculty member requests a Union representative, the Employer shall grant the bargaining unit faculty member's request before proceeding with the interview, provided that the unavailability of a Union representative shall not delay an investigatory interview for more than twenty-four (24) hours. The Union representative shall not disrupt or impede the investigation or investigatory interview, but may assist the bargaining unit faculty member to the fullest extent allowed under PERA.

9.3 Predisciplinary Meetings

1. Prior to implementation of any disciplinary action, a bargaining unit faculty member will be provided with a predisciplinary meeting.

a) The purpose of the predisciplinary meeting is to provide the bargaining unit faculty member an opportunity to respond to the allegations against them. The predisciplinary meeting is not an evidentiary hearing.

b) Notice of the allegations against the bargaining unit faculty member will be provided to the bargaining unit faculty member no later than seven (7) calendar days prior to the predisciplinary meeting. Such notice will advise the bargaining unit faculty member of their right to be accompanied by a Union representative during the predisciplinary meeting. In the event of such request, the Employer shall grant the bargaining unit faculty member's request, provided that the unavailability of a Union representative shall not delay the predisciplinary meeting.

c) Following the predisciplinary meeting, the bargaining unit faculty member will be given written notice of any disciplinary action to be imposed. A copy of the discipline shall be provided to the Union by U.S. mail and email within seven (7) calendar days of the issuance of the discipline.

d) Bargaining unit faculty members may agree to waive this predisciplinary meeting and such waiver must be in writing.

2. In cases involving offenses that endanger the personal health, safety, and/or welfare of members of the university community, the Employer may immediately suspend a bargaining unit faculty member and place them on administrative leave with pay. The cases regarding which the Employer may take such action shall include, but not be limited to: possession of firearms or weapons on university property; the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on university property or as part of any university activity; failure to comply with the laws of the Commonwealth of Pennsylvania on the possession and consumption of alcohol; violating while on or in university facilities or vehicles, any municipal, county, state, or federal statute or ordinance; and any violation of the Employer's policies, procedures, and practices related to non-discrimination, equal opportunity, harassment, and/or sexual misconduct or any other relevant university policies. When such action is taken, the Employer will hold the predisciplinary meeting referenced in Paragraph 1 of Section 9.3 as expeditiously as possible following the suspension. The Employer agrees to notify the International Staff Representative of the Union as promptly as possible in cases of suspension of any bargaining unit faculty member but in no event any later than forty-eight (48) hours after the incident.

Article 10
Personnel Files

Personnel files for all bargaining unit faculty members shall be maintained, on a confidential basis, by the Employer. Bargaining unit faculty members may request to access their personnel files in accordance with University policy. Bargaining unit faculty members will include the reason for the request to allow the Employer to direct the request to the appropriate department/office. The reason for the request will not be used by the Employer for the purpose of denying such request.

Article 11
Union Communication and Access

11.1 Communications

1. The Union shall have the right to communicate with bargaining unit faculty members, provided such communication does not interfere with the work duties of any bargaining unit faculty member and is in accordance with University policy. To the extent that any University policy conflicts with the specific provisions of this Article, this Article shall control. By the first day of classes for the Fall and Spring semesters, the Union will provide the Employer with a list of Union representatives who are not employed by the Employer and who are involved in the administration of this Agreement, and those individuals shall have reasonable access to University facilities for the purpose of administering this Agreement, provided that such access does not interfere with the work duties of any bargaining unit faculty member. The Union shall notify the Employer of any changes to this list within five (5) business days after such change.

2. The Employer shall provide the Union with designated bulletin boards for various work locations for the purpose of informing bargaining unit faculty members of Union meetings, functions, elections and other affairs of the Union. The Employer shall determine the location of such bulletin boards, which must be reasonable in number and location for providing information as set forth above.

3. The Employer shall post on its Faculty Resources and Human Resources web pages a hyperlink to the Union's website, to be provided by the Union, for bargaining unit faculty members to access information about the Union.

11.2 Access for Meetings

1. From time to time, the Union may request the use of certain facilities for the purpose of conducting meetings or other Union related business. Based on availability, the Employer will permit the Union to use certain facilities on campus and access services, catering, and equipment associated with the use of the facilities. In such cases, and where the Union exceeds six (6) meetings in an academic year, the Union will pay all customary fees and charges charged to non-university groups for its use of the facilities, services, and equipment. For the initial six (6) meetings, only the room or facility rental fee will be waived. All other fees shall apply. Facilities, services, and equipment will be reserved in the name of the Union and not in the name of individual

bargaining unit faculty members. The Union will comply with university policies regarding the use of university meeting rooms, facilities, services, and catering. No fees will apply to rooms for which there are, as of the date of ratification of this Agreement, no customary fees. The Employer reserves the right to add or modify customary fees charged for the use of rooms, for which there currently are no such fees, provided that it gives the Union at least one hundred and twenty (120) days' notice of any such change.

2. To the extent the Employer's Human Resources or other University administrative department conducts a University- or campus-wide in-person orientation for new bargaining unit faculty members the University will afford the Union an opportunity to meet with bargaining unit faculty members for the final thirty (30) minutes of that orientation for the purpose of discussing membership, dues, dues deductions, authorization cards, and other related topics. To the extent the Employer conducts online orientation for such purposes for new bargaining unit faculty members, the University will, at the conclusion of the online orientation, provide bargaining unit faculty members access to a hyperlink provided by the Union, for the same purposes as described above.

11.3 Access to Information

1. The Union may request no more than once per Fall and Spring semester, and the Employer shall provide, no later than October 31st and February 28th, respectively, the following information, if available and/or maintained by the Employer, for all bargaining unit faculty members delivered at no cost to the Union and in a mutually agreeable format:

a) Employee ID;
b) Full name;
c) Home address and, if different, mailing address;
d) Cellular telephone number and, if different, home telephone number;
e) Personal email address;
f) Campus location (building and room number);
g) Date of birth;
h) Gender, nationality, ethnic origin, and veteran status;
i) Campus, responsibility center, and department of appointment, as applicable;
j) Initial date of hire;
k) Job type, family, and classification;
l) Assignment status, assignment category, and effective date;
m) Faculty contract begin date and faculty contract end date;
n) % of effort;
o) Tenure status (tenured, tenure stream, or appointment stream);
p) Faculty emeritus status;
q) Total credit hours assigned per term;
r) Salary or hourly rate (or per-credit, per-contact hour, or per-capita rate, as applicable); and
s) Total annual earnings for the preceding academic year.

2. The Employer shall notify the Union of approvals and denials of promotion or tenure twice per academic year.

3. The Employer will provide the Union with a list of newly hired bargaining unit faculty members not contained in the list provided under 11.3.1, by November 15th, March 15th, and July 15th to account for new hires for the Fall and Spring terms and Summer sessions, respectively, that are not in the list produced to the union under 11.3.1.

Article 12
Management Rights

1. The Board of Trustees of the University of Pittsburgh retains the powers, rights and authority 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.

2. 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 upon request by the Union, and if applicable, shall bargain over the impact thereon.

3. 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:

a) establish, adopt and administer reasonable policies, procedures, rules and regulations;
b) determine all academic policies, procedures, rules and regulations;
c) alter, extend or discontinue existing equipment, facilities, and location of operations;
d) determine or modify the number, scheduling, responsibilities, and assignment of bargaining unit faculty members;
e) determine and establish qualifications for bargaining unit faculty members;
f) determine criteria in hiring and promotion, including tenure;
g) recruit, hire, transfer (with the exception of transfers between campuses), promote, renew or non-renew, reappoint or non-reappoint, and grant tenure;
h) 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;

i) establish, maintain, and enforce standards of performance, conduct, order and safety;

j) evaluate, determine the content of evaluations, and determine the processes and criteria by which bargaining unit faculty members' performance is evaluated;

k) discipline or discharge bargaining unit faculty members in accordance with Article 9;

l) establish or modify academic calendars, including holidays and holiday scheduling;

m) assign work locations;

n) exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include 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, decisions regarding who is taught and who does the teaching, and related matters; and

o) subcontract all or any portion of university operations (provided that if the University intends to subcontract bargaining unit work that has not previously been subcontracted, the Union will be provided notice and shall be given an opportunity to bargain over the proposed subcontracting, which shall be concluded within sixty (60) calendar days following the initial notice to the Union).

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

Article 13
Separability

If any term or provision of this Agreement is at any time declared to be invalid by a court or government agency of competent jurisdiction, such decision shall not invalidate the entire Agreement. Such decision shall be confined in its operation to the specific term or provision directly involved in the controversy in which such decision was rendered and circumstances involved. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. The parties shall meet and negotiate regarding the term or provision declared to be invalid and shall agree upon a replacement for it.

Article 14
Non-Discrimination, Anti-Harassment, and Anti-Bullying

1. The Employer, the Union, and bargaining unit faculty members affirm their dedication to the principles of equal opportunity and freedom from unlawful discrimination; as such, the Employer, the Union, and bargaining unit faculty members will not discriminate on account of any protected categories under current federal, state, or local law or Employer Policy, including the following: race, creed, color, sex, religion, national origin, ancestry, marital status, domestic partnership, familial status, age, disability, genetic information, veteran status, sexual orientation, gender identity or expression, or membership or non-membership in, or activity on behalf of or in opposition to, the Union. Unlawful discrimination includes unlawful sexual harassment.

2. Violations of Paragraph 1 shall be reported through the Employer's designated process for reporting discrimination, harassment or retaliation. The Grievance and Arbitration process set forth in Article 8 is the exclusive procedure for challenging any discipline of a bargaining unit faculty member resulting from the Employer's investigation of any such report,

and such grievance shall be filed at Step Three. Nothing herein is intended to prevent a bargaining unit faculty member from filing a claim of unlawful discrimination, harassment, or retaliation with any administrative agency or court of competent jurisdiction.

3. The Employer affirms and the Union acknowledges the University's obligations as a federal contractor with regard to affirmative action.

4. The Employer will offer training to all bargaining unit faculty members regarding unlawful discrimination. Bargaining unit faculty members shall complete any required training regarding unlawful discrimination and equity, diversity, and inclusion. Bargaining unit faculty members will ordinarily be required to complete training regarding unlawful discrimination no more frequently than every two (2) years.

5. Bullying by the Employer, the Union, or any bargaining unit faculty member is prohibited. Bullying is defined as conduct that would be considered harassment under law or Employer policy but does not require discriminatory intent based on one of the legally protected characteristics listed in Paragraph 1.

6. To acknowledge the importance of promoting equity, diversity, and inclusion and promptly resolving issues relating to those principles, the Labor-Management Committee shall hold at least three dedicated Equity, Diversity, and Inclusion (EDI) meetings in an academic year for the express purpose of addressing such issues and furthering related goals and initiatives. These meetings shall be in addition to the regularly scheduled Labor-Management Committee meetings for each term (see Article 6). In addition to the regular Labor-Management Committee members, participants in the EDI meetings may include bargaining unit faculty members on the relevant internal Union committees and additional Employer representatives. The number of additional participants in the EDI meetings shall be mutually agreed upon by the parties. The parties agree that the Labor-Management Committee will commit to discuss recommendations related to additional protected classes for consideration by the Employer related to the Employer's policy on Nondiscrimination, Equal Opportunity, and Affirmative Action.

Article 15
Facilities and Support

The Employer shall provide all bargaining unit faculty members with facilities and services appropriate to the performance of their job duties.

15.1 Facilities

1. Based on the circumstances and availability, bargaining unit faculty members shall be provided with:

a) work space
b) university e-mail address
c) identification card
d) mailbox

e) access to private space for meetings related to their job duties

2. Bargaining unit faculty members shall have reasonable access to:

a) available computers
b) desk and file space
c) copiers
d) printers
e) internet
f) software and applications
g) secure storage space

3. All of the spaces, systems and equipment (except email and identification card) listed in Paragraphs 1 and 2 may be shared.

4. Bargaining unit faculty members with instructional duties shall have reasonable access to facilities, systems, and equipment in advance of the first day of classes, and are encouraged to advise their department head of desired access at their earliest convenience.

5. Bargaining unit faculty members shall have the ability to access their work facilities when needed for the performance of their duties, as reasonably determined by the Employer.

6. The parties acknowledge that, to the extent a private office or other dedicated eating space is not available, bargaining unit library faculty are exempted from the policy prohibiting food in library facilities.

7. The nature of any equipment or support for technology necessary to perform assigned duties shall be determined by the Employer. The Employer may require bargaining unit faculty members to demonstrate a need for the Employer to provide requested equipment or support. Any equipment provided by the Employer remains the property of the Employer.

a) The Employer will make available and/or provide training, in its discretion, to all bargaining unit faculty members on use of technologies necessary to perform assigned duties. Any such trainings that are mandatory will be provided at no cost to the bargaining unit faculty member.

b) The Employer will consider input from the bargaining unit faculty member about space, technology, and training necessary to perform their assigned duties. It is the obligation of the bargaining unit faculty member to bring to the attention of their Department Chair, Director or other supervisor any unique or specific space, technology, or training needs necessary to perform their assigned duties.

8. Following the termination of their appointment, unless discharged pursuant to Article 9, the University shall place an out of office response message on the bargaining unit faculty member's university email address, and the bargaining unit faculty member shall have the

option to designate a personal email address to be included in such out-of-office response. The bargaining unit faculty member is responsible for providing the personal email to their department or unit head prior to the date their appointment terminates. The out of office response will remain active for six (6) months following the date of termination.

9. Requests for accommodations for disabilities shall be submitted to the Office of Disability Resources and Services in accordance with Employer policy.

Article 16
Notice of Appointment

16.1 Notice of Appointment

1. All members of the bargaining unit shall receive written notice of appointment as promptly as possible, but, absent emergency circumstances, no later than thirty (30) days before the start date of the appointment.

2. The Notice of Appointment shall include the following:

a) Start date of appointment
b) Title/prefix and rank
c) Duration of appointment and whether the appointment is temporary or contingent on external funding
d) Tenure status (tenured, tenure stream, or appointment stream)
e) School or Regional Campus, and Department(s) or Program(s), if applicable
f) Base compensation
g) Workload expectation
h) School, Regional Campus or Department-specific information, as applicable
i) Other requirements of employment

3. Appointments are subject to and contingent upon internal Employer approvals and any additional requirements for employment by the Employer.

Article 17
Appointment, Promotion, and Renewal of Full-Time Appointment Stream Faculty

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

17.1 Appointment of Full-Time Appointment Stream Faculty

1. 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.

2. Length of Appointment

a) Full-time appointment stream faculty appointments shall normally be for a period of either:

(i) twelve (12) months;
(ii) ten (10) months; or
(iii) nine (9) months (August 15 — May 15).

Those full-time appointment stream faculty on eight (8) month appointments at the time of ratification of this Agreement shall be transitioned to nine (9) 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 (12) months, ten (10) month or nine (9) months, unless otherwise approved for a different appointment term by their Dean or regional campus President, as applicable.

b) 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.

c) 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.

d) All Appointments in this Section shall be subject to the funding contingencies in Section 17.1.1 of this Article.

3. Appointment Term

a) Initial appointments of bargaining unit faculty members to the rank of Assistant Professor — Appointment Stream, Associate Professor — Appointment Stream, Full Professor — Appointment Stream, or Librarian I-IV who have not previously held a full-time faculty appointment with the Employer, shall be for a two (2) year term, except for initial appointments in the University Library System (ULS) and Barco Law Library (BLL), which shall be for a three (3) year term. Any subsequent appointment by the Employer shall be presumptively renewable for the term period for their

position as set forth in Sections 17.1.3(d), 17.1.3(e) and 17.1.3(f) of this Article.

b) With regards to initial appointments for Health Sciences bargaining unit faculty under this Article, such initial appointments shall coincide with the fiscal year cycle, and may be as short as one (1) year and six (6) months or as long as two (2) years and six (6) months.

c) Bargaining unit faculty librarians who have been previously appointed as expectation-stream faculty shall remain on their current appointments in the expectation stream, consistent with ULS and BLL guidelines for appointments for expectation stream faculty. The Employer has no obligation to appoint additional bargaining unit faculty to the expectation stream in the future.

d) Bargaining unit faculty members appointed to the rank of Assistant Professor — Appointment Stream or Librarian I following a previous full-time faculty appointment with the Employer shall be appointed on presumptively renewable two (2) year term appointments (or if a Librarian I in the ULS or BLL, a presumptively renewable three (3) year term appointment), subject to Section 17.1.4(c) of this Article.

e) Bargaining unit faculty members achieving the rank of Associate Professor — Appointment Stream or Librarian II, either through a promotion or following a previous full-time faculty appointment with the Employer, shall be appointed on presumptively renewable three (3) year term appointments, subject to Section 17.1.4(c) of this Article.

f) Bargaining unit faculty members achieving the rank of Full Professor — Appointment Stream or Librarian III or IV, either through a promotion or following a previous full-time faculty appointment with the Employer, shall be appointed to presumptively renewable five (5) year term appointments, subject to Section 17.1.4(c) of this Article.

g) Bargaining unit faculty members of the rank Instructor shall be appointed to presumptively renewable one (1) year term appointments, subject to Section 17.1.4(c) of this Article. In schools or departments with guidelines that provide for longer terms of appointment, those guidelines would apply, subject to a maximum term of appointment of five (5) years.

h) Effective upon ratification of this Agreement, the academic units and regional campuses shall convert Lecturer ranks to appointment stream faculty ranks of Assistant/Associate/Full Teaching Professor — Appointment Stream, as appropriate.

i) Bargaining unit faculty members who have been appointed to a longer term period than provided for their position in this Article shall remain on such appointment through the completion of the appointment term. Any subsequent appointments shall presumptively renew for the term period for the bargaining unit faculty member's position as set forth in Sections 17.1.3(d), 17.1.3(e), 17.1.3(f), and 17.1.3(g) of this Article.

j) All Appointments in this Section shall be subject to the funding contingencies in Section 17.1.1 of this Article.

4. Renewal

a) Except as provided in this Agreement, appointments shall be made in accordance with 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, Regional Campus President, Director of the ULS or BLL or Associate Vice Chancellor for Health Sciences Library System to such bargaining unit faculty that they shall not be reappointed, as set forth below:

Less than five (5) full years of continuous service	Three and one-half (3 ½) months prior to end of appointment
At least five (5) full years of continuous service	Five and one-half (5 ½) months prior to end of appointment

b) All renewals in this Section shall be subject to the funding contingencies in Section 17.1.1 of this Article.

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, or misconduct involving theft (not of a *de minimis* nature), workplace violence, discrimination, harassment, or sexual misconduct in violation of University policy. The non-renewal of any bargaining unit faculty member for the reasons set forth herein shall not be subject to the grievance and arbitration procedure. Within thirty (30) days of the notice of non-renewal, the Union may request information relied upon by the Employer in connection with the reason for non-renewal provided in the notice. The Union may only file a grievance on the basis that the reason provided was untrue. It cannot grieve whether the Employer's reason was sufficient to support the non-renewal. For example, if the reason for non-renewal was insufficiency of enrollment and information provided by the Employer

demonstrates that enrollment declined by 5%, the Union cannot grieve whether or not the decline in enrollment was sufficient to support the non-renewal decision.

d) Renewals are subject to satisfactory performance as set forth in Article 23.

5. Presumptive appointment renewals and minimum terms of appointments shall not apply to bargaining unit faculty who have been (1) subject to disciplinary action in excess of a written warning within the twelve months prior to their renewal date or discharged for just cause in accordance with Article 9 [Discipline and Discharge], (2) retired from the University, (3) subject to a performance improvement plan in accordance with Article 23 [Faculty Evaluations] and determined by the Employer to not be making significant progress towards achieving the performance goals set forth in the performance improvement plan, or (4) who are appointed as Visiting Faculty. Bargaining unit faculty members who are not eligible for presumptive appointment renewals and minimum term appointments may not be renewed or may have their appointment term renewed by the Employer, in its sole discretion.

6. Bargaining unit faculty members who are under investigation for misconduct as set forth in 17.1.4(c) shall not be eligible for presumptive renewal during the pendency of such investigation. In cases where a bargaining unit faculty member's term of appointment will expire while they are under such investigation, their term of appointment shall be extended until the investigation is complete. If the bargaining unit faculty member is renewed following the investigation, the term of the renewed appointment shall be deemed to start on the date it would have started had the prior appointment term not been extended.

17.2 Promotion

1. Each school, regional campus, library or department, as applicable, will develop criteria and guidelines for promotion through the process described in the bylaws of each school, regional campus, library or department and said criteria and guidelines shall be approved by the Provost and, as applicable, the Senior Vice Chancellor for the Health Sciences.

2. The criteria and guidelines for promotion at each rank are set forth in the criteria and guidelines of the school, regional campus, library or department, as applicable, approved by the Dean, Director of the ULS or BLL or Associate Vice Chancellor for Health Sciences Library System, Regional Campus President, Senior Vice Chancellor for the Health Sciences, and Provost, as applicable.

3. To the extent that any of the criteria and guidelines of the Provost, Senior Vice Chancellor for the Health Sciences, ULS, BLL, HSLS, and schools, Regional Campuses, or departments regarding promotion conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

4. All bargaining unit faculty members shall be provided at the time of their appointment 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.

5. Timeline for Promotion

a) Professor Ranks

(i) Promotion from the rank of Assistant Professor — Appointment Stream to Associate Professor — Appointment Stream: During or after the last year of a bargaining unit faculty member's third consecutive appointment as an Assistant Professor — Appointment Stream, they may apply for a promotion to Associate Professor — Appointment Stream.

(ii) Promotion from the rank of Associate Professor — Appointment Stream to Full Professor — Appointment Stream: During or after the last year of a bargaining unit faculty member's second consecutive appointment as an Associate Professor — Appointment Stream, they may apply for a promotion to Full Professor — Appointment Stream.

b) Faculty Librarians

(i) Promotion from the rank of Librarian I to Librarian II: During or after the last year of their first appointment as a Librarian I, bargaining unit faculty librarians may apply for a promotion to Librarian II.

(ii) Promotion from the rank of Librarian II to Librarian III: During or after the last year of their first appointment as a Librarian II, bargaining unit faculty librarians may apply for a promotion to Librarian III.

(iii) Promotion from the rank of Librarian III to Librarian IV: Any bargaining unit member obtaining the rank of Librarian III may request to be considered for promotion to the rank of Librarian IV.

c) Bargaining unit faculty members may initiate an application for promotion earlier than specified in this Section only if they obtain approval to do so in writing from their Chair, Dean, Director, or Regional Campus President, as applicable.

d) Final promotion decisions shall be made within a reasonable period.

6. The parties acknowledge that Employer Policy AC 28 contains an appeal process applicable to denial of a 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 bargaining unit faculty members. Under Policy AC 28, the Employer's decision to deny a bargaining unit faculty member's promotion application may be appealed only on the following grounds: (1) academic freedom violation; (2) discrimination; or (3) inadequate consideration. Appeals alleging any of the foregoing grounds alone or in combination with any allegation of procedural defect must follow the process set forth in AC 28. With respect to this Article, procedural defect means a failure to follow the process set forth (1) under the Bylaws of the University, (2) the procedure for evaluation for faculty contract renewal or promotion set forth in Section IV.A of the Procedure to Policy AC 28, and/or (3) the guidelines for promotion of the school, regional campus, library and/or department, as applicable.

Denial of a bargaining unit faculty member's application for promotion shall not be subject to the grievance and arbitration procedure, except for grievances alleging only a procedural defect as set forth above. Such grievance must comply with all requirements set forth in Article 8 [Grievance and Arbitration]. In such cases, if the grievance is submitted to arbitration and the arbitrator determines that a procedural defect occurred, the arbitrator may order the Employer to reconsider the bargaining unit faculty member for promotion during the following academic year, or may order that the procedural defect amounted to harmless error that does not require the Employer to reconsider the denial of promotion. Under no circumstances may an arbitrator direct that a bargaining unit faculty member be awarded promotion.

Bargaining unit faculty members may appeal only utilizing the process set forth in Policy AC 28 or the Grievance and Arbitration procedure, as set forth above, but may not utilize both procedures. In both procedures, bargaining unit faculty members have the right to a Union representative; however, if appealing under AC 28, such union representative would take the place of the advocate or observer of their choice.

Article 18
Appointment and Renewal of Part-Time Appointment Stream Faculty

This Article shall apply only to part-time appointment stream bargaining unit faculty members.

18.1 Appointment of Part-Time Faculty

1. Initial appointments for part-time appointment stream bargaining unit faculty shall be for an academic term or part thereof, or up to one year.

2. Single-term appointments for part-time appointment stream bargaining unit faculty with teaching responsibilities shall be made on an academic term basis.

3. Appointments for part-time appointment stream bargaining unit faculty members with teaching responsibilities for the beginning of the Fall academic term shall begin on August 15.

4. 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.

5. Part-time bargaining unit faculty members must be employed for a minimum of two (2) academic terms as members of the bargaining unit to be eligible for presumptively renewable term or 1-year appointments.

6. Eligible part-time bargaining unit faculty members shall be appointed to presumptively renewable term or 1-year appointments, for the same period as their initial appointment term. For 1-year appointments, the Employer shall provide notice of non-renewal no later than thirty (30) days prior to the expiration of the appointment. For term appointments, the Employer shall provide notice of non-renewal no later than April 1.

7. 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, or misconduct involving theft (not of a *de minimis* nature), workplace violence, discrimination, harassment, or sexual misconduct in violation of University policy. The non-renewal of any bargaining unit faculty member for the reasons set forth herein shall not be subject to the grievance and arbitration procedure. Within thirty (30) days of the notice of non-renewal, the Union may request information relied upon by the Employer in connection with the reason for non-renewal provided in the notice. The Union may only file a grievance on the basis that the reason provided was untrue. It cannot grieve whether the Employer's reason was sufficient to support the non-renewal. For example, if the reason for non-renewal was insufficiency of enrollment and information provided by the Employer demonstrates that enrollment declined by 5%, the Union cannot grieve whether or not the decline in enrollment was sufficient to support the non-renewal decision.

8. Renewals are subject to satisfactory performance as set forth in Article 23.

9. Presumptive appointment renewals and minimum terms of appointments shall not apply to bargaining unit faculty who have been (1) subject to disciplinary action in excess of a written warning within the twelve months prior to their renewal date or discharged for just cause in accordance with Article 9 [Discipline and Discharge], (2) retired from the University, (3) subject to a performance improvement plan in accordance with Article 23 [Faculty Evaluations] and determined by the Employer to not be making significant progress towards achieving the performance goals set forth in the performance improvement plan, or (4) who are appointed as Visiting Faculty. Bargaining unit faculty members who are not eligible for presumptive appointment renewals and minimum term appointments may not be renewed or may have their appointment term renewed by the Employer, in its sole discretion.

10. Effective Academic Year 2025-2026, the Office of the Provost shall establish a system by which, before the Employer solicits outside candidates, part-time bargaining unit faculty members will be informed of the opportunity to apply to teach existing unassigned courses for the following term. Part-time bargaining unit faculty who request such work and are qualified to perform it, as determined by the Employer, shall receive preferential consideration to perform the

work before it is offered to anyone outside the bargaining unit. The Office of the Provost shall consider input from the Labor-Management Committee in developing the process set forth herein.

11. In the event that a part-time bargaining unit faculty member applies for a full-time faculty position with the Employer, they will be considered on the merits of their application.

Article 19
Visiting Faculty

1. In accordance with the University's Bylaws, temporary appointments shall have the prefix "Visiting" and such appointments are usually not for more than one academic year.

2. Appointments with the prefix "Visiting" shall terminate on the end date provided, unless the Employer wishes to renew the appointment of such bargaining unit faculty member; in the event of a renewal, the bargaining unit faculty member shall be notified of this renewal three and one half ($3^1/_2$) months prior to the end of the appointment. Bargaining unit faculty members may receive "Visiting" appointments for no more than three (3) consecutive academic years.

3. In the limited circumstance where a bargaining unit faculty member's "Visiting" appointment is renewed for three consecutive academic years, such individuals shall be notified three and a half ($3^1/_2$) months prior to the end of the appointment for the third consecutive academic year, if the Employer intends to appoint them to another classification or if the bargaining unit faculty member shall not receive another appointment, in which case their employment with the Employer shall end at the end of the third academic year.

4. The Labor-Management Committee shall meet and develop a process for the review of bargaining unit faculty members who hold appointments with the prefix "Visiting" and have been employed by the Employer for at least two and one-half ($2^1/_2$) academic years as of the date of ratification of this Agreement. In accordance with the process agreed upon through the Labor-Management Committee, each such bargaining unit faculty member shall be reviewed by the Employer with regards to whether they shall be transitioned into another classification, and if so, which classification is most appropriate. Those bargaining unit faculty members who will not be transitioned into another classification will be notified five and one half ($5^1/_2$) months prior to the end of their appointment.

5. If concerns arise regarding the use of "Visiting" appointments, the parties agree to discuss those concerns in the Labor-Management Committee. As part of that discussion, the University may also consider if any individual identified by the Union should be transitioned to another classification.

Article 20
Appointment, Promotion, and Renewal of Tenure Stream Faculty

1. This Article shall apply only to bargaining unit faculty members in the tenure stream.

2. 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.

3. 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.

20.1 Appointment of Tenure Stream Faculty

1. Length of Appointment. Tenure stream appointments shall normally be for a period of either:

a) twelve (12) months;
b) ten (10) months; or
c) nine (9) 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. Full-time tenure stream faculty on eight (8) month appointments at the time of ratification of this Agreement shall be transitioned to nine (9) 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 (12) months, ten (10) month or nine (9) months, unless otherwise approved for a different appointment term by their Dean or regional campus President, as applicable.

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 three (3) year term.

20.2 Renewal

1. 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 school, regional campus, and/or department, as applicable. Bargaining unit faculty members in the tenure stream may only be renewed once for a three (3) 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 (1) 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.

2. 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 school and/or department, as applicable. Bargaining unit faculty members in the tenure stream may be renewed twice for a three-year term appointment.

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 (1) 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 (1) year terminal appointment following the end of their third appointment term.

20.3 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 or one (1) year following the date of written notification of the decision, whichever is longer.

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. Under Policy AC 28, the Employer's decision to deny a bargaining unit faculty member's tenure application may be appealed only on the following grounds: (1) academic freedom violation; (2) discrimination; or (3) inadequate consideration. Appeals alleging any of the foregoing grounds alone or in combination with any allegation of procedural defect must follow the process set forth in AC 28. With respect to this Article, procedural defect means a failure to follow the process set forth (1) under the Bylaws of the University, (2) the procedure for evaluation for faculty contract renewal or promotion set forth in Section IV.A of the Procedure to Policy AC 28, and/or (3) the guidelines for tenure of the school, regional campus, library and/or department, as applicable.

Denial of a bargaining unit faculty member's application for tenure shall not be subject to the grievance and arbitration procedure, except for grievances alleging only a procedural defect as set forth above. Such grievance must comply with all requirements set forth in Article 8 [Grievance and Arbitration]. In such cases, if the grievance is submitted to arbitration and the arbitrator determines that a procedural defect occurred, the arbitrator may order the Employer to reconsider the bargaining unit faculty member for tenure during the following academic year, or may order that the procedural defect amounted to harmless error that does not require the Employer to reconsider the denial of tenure. Under no circumstances may an arbitrator direct that a bargaining unit faculty member be awarded tenure.

Bargaining unit faculty members may appeal only utilizing the process set forth in Policy AC 28 or the Grievance and Arbitration procedure, as set forth above, but may not utilize both procedures. In both procedures, bargaining unit faculty members have the right to a Union representative; however, if appealing under AC 28, such Union representative would take the place of the advocate or observer of their choice.

5. The Employer, at its discretion, may grant requests by bargaining unit faculty members to pause the tenure clock or to temporarily transfer out of the tenure stream.

Article 21
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. 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.

4. 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. Bargaining unit faculty members may initiate an application for promotion earlier than specified in this Paragraph only if they obtain approval to do so in writing from their Chair, Dean, or regional campus President, as applicable.

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.

5. 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. Under Policy AC 28, the Employer's decision to deny a tenured bargaining unit faculty member's promotion application may be appealed only on the following grounds: (1) academic freedom violation; (2) discrimination; or (3) inadequate consideration. Appeals alleging any of the foregoing grounds alone or in combination with any allegation of procedural defect must follow the process set forth in AC 28. With respect to this Article, procedural defect means a failure to follow the process set forth (1) under the Bylaws of the University, (2) the procedure for evaluation for faculty contract renewal or promotion set forth

in Section IV.A of the Procedure to Policy AC 28, and/or (3) the guidelines for promotion of the school, regional campus, library and/or department, as applicable.

Denial of a tenured bargaining unit faculty member's application for promotion shall not be subject to the grievance and arbitration procedure, except for grievances alleging only a procedural defect as set forth above. Such grievance must comply with all requirements set forth in Article 8 [Grievance and Arbitration]. In such cases, if the grievance is submitted to arbitration and the arbitrator determines that a procedural defect occurred, the arbitrator may order the Employer to reconsider the bargaining unit faculty member for promotion during the following academic year, or may order that the procedural defect amounted to harmless error that does not require the Employer to reconsider the denial of promotion. Under no circumstances may an arbitrator direct that a tenured bargaining unit faculty member be awarded promotion.

Bargaining unit faculty members may appeal only utilizing the process set forth in Policy AC 28 or the Grievance and Arbitration procedure, as set forth above, but may not utilize both procedures. In both procedures, bargaining unit faculty members have the right to a Union representative; however, if appealing under AC 28, such Union representative would take the place of the advocate or observer of their choice.

Article 22
Workload

22.1 Workload Policies

1. Each school, regional campus, library or department, as applicable, will have a published workload policy, which defines the expectations for each category of teaching, scholarly work, clinical work, research, advising and/or mentoring, service, and professional responsibilities for each faculty rank, as applicable. Workload composition for each faculty rank must be specified in each workload policy, whether in terms of percentage or proportion of overall workload expectations, credit hour equivalents, or some other metric. All workload policies and/or changes thereto shall be developed through the process described in the bylaws of each school, regional campus, library or department and shall be approved by the Office of the Provost and the Senior Vice Chancellor for the Health Sciences, as applicable. This Article 22 shall not apply to bargaining unit faculty members appointed to the Falk School.

2. Teaching Load

   a) Except as otherwise provided in this Section, the normal teaching load for full time bargaining unit faculty members will be no more than twelve (12) credits per term or twenty-four (24) credits per academic year for bargaining unit faculty members at the regional campuses, and nine (9) credits per term or eighteen (18) credits per academic year for bargaining unit faculty members at the Pittsburgh campus.

b) Within these limits, teaching loads, including credit hour equivalents, shall be determined by the workload policy of the school, regional campus, or department, as applicable.

c) Bargaining unit faculty members may be assigned to teach credits in addition to the applicable normal teaching load, in the Employer's discretion, subject to Section 22.3 of this Article regarding overloads.

22.2 Individual Workload Expectations

1. All bargaining unit faculty members will be notified of their workload expectations consistent with the terms of the workload policy of the school, regional campus, library or department, as applicable. The parties agree that providing the applicable workload policy shall inform the bargaining unit faculty member of their workload expectations. Workload expectations include but are not limited to teaching responsibilities, scholarly work, clinical work, research, advising and/or mentoring, service, and professional responsibilities, as applicable, and may be modified at the discretion of the Employer, in accordance with the applicable workload policy.

2. Bargaining unit faculty members will be given reasonable advance notice of any changes to their workload expectations and will be provided a reasonable opportunity to discuss such changes with their supervisor.

22.3 Teaching Overloads

1. Overload is defined as a teaching load in an academic term or year that exceeds a normal teaching load, as set forth in Section 22.1.2 of this Article and the workload policy for the bargaining unit faculty member's school, regional campus, or department, as applicable.

2. Bargaining unit faculty members who are interested in teaching overload courses will express their interest in teaching such courses in the semester prior to when the overload course is offered by submitting a form to the Employer that will include the course and/or topic the bargaining unit faculty member is interested in teaching. Before assigning any bargaining unit faculty member an involuntary overload, the Chair, Dean or regional campus President, as applicable, will use their best efforts to assign overload courses to qualified bargaining unit faculty members that have expressed an interest in teaching overload courses.

3. The Employer will make a good faith effort to avoid assigning involuntary overloads to bargaining unit faculty members for an unreasonably extended period.

4. Bargaining unit faculty members will be compensated for overload credits in accordance with Article 27 [Compensation]. Alternatively, bargaining unit faculty members may elect to reduce their teaching load in the next academic year through a course release equal to the overload credits taught, subject to approval by their Chair, Dean, or regional campus President, as applicable.

Article 23
Faculty Evaluations

1. All bargaining unit faculty members shall be reviewed on an annual basis, or on an interval appropriate to their appointment, in accordance with the April 29, 2021 memorandum titled Revised Guidelines for the Annual Review of Faculty-Updated ("Provost Guidelines"), including but not limited to the following:

a) Each school, regional campus, department, or library (ULS, BLL and HSLS), as applicable, will develop criteria and guidelines for evaluation, including a teaching assessment plan, through the process described in the bylaws of each school, regional campus, department, or library and said criteria and guidelines shall be approved by the Provost and, as applicable, the Senior Vice Chancellor for the Health Sciences.

b) All bargaining unit faculty shall be notified annually about the annual review process, including timing, procedures, and information they should expect to provide and receive in their formal annual evaluation.

c) Evaluations must include an overall assessment of performance, including whether or not a bargaining unit faculty member's performance was satisfactory, as well as more detailed assessment of specific performance areas.

(i) For tenure-stream and tenured bargaining unit faculty, performance in teaching, research, scholarship, and service, including clinical work as such work relates to teaching, research, scholarship, and service, should be addressed.

(ii) For appointment-stream bargaining unit faculty, performance in specific relevant areas should be addressed. These areas may include teaching, research, scholarship, clinical work, librarianship, and service, as well as other job functions as outlined in the bargaining unit faculty member's Notice of Appointment.

d) Evaluations shall summarize achievements and accomplishments of the bargaining unit faculty member.

e) Where appropriate for the position, Teaching Assessments shall be conducted for bargaining unit faculty members pursuant to each School or Regional Campus' teaching assessment plan. Teaching Assessments may include peer evaluation of teaching, in accordance with procedures developed by each school, regional campus, and/or department, as applicable, and approved by the Provost and, as applicable, the Senior Vice Chancellor for the Health Sciences.

f) Student surveys may be considered in evaluating a bargaining unit faculty member's performance, but will not be a sole or primary factor in determining that a bargaining unit faculty member's teaching performance was unsatisfactory.

g) Any areas of performance that are judged to be deficient or in need of improvement should be explicitly identified, and specific guidance should be provided about how these performance issues can be remedied. Guidance may include school, regional campus, departmental, library, University, and external resources, along with a recommended timeline for demonstrable improvement.

h) Bargaining unit faculty members are required to complete a self-evaluation, the form of which will be provided by the Employer. Any bargaining unit faculty member who fails to complete a self-evaluation will receive an unsatisfactory performance evaluation.

i) Annual evaluations shall be considered in determining whether to award promotions and/or tenure to eligible bargaining unit faculty members, and are conducted in addition to any applicable promotion and/or tenure review processes. Where relevant, progress toward promotion and/or tenure should be noted in annual evaluations. Recommendations regarding accomplishments, inadequacies, and areas for improvement that may affect promotion/tenure shall be clearly communicated. Resources to assist bargaining unit faculty members toward promotion/tenure shall also be provided as needed.

Evaluations should include any changes in job duties or expectations for the coming year.

j) The bargaining unit faculty member will be entitled to respond in writing to their annual evaluation.

2. To the extent that the Provost Guidelines conflict with any provision of this Article 23, the provisions of this Article shall control.

3. Should the Employer determine, based on the evaluation of any bargaining unit faculty member, that their performance is unsatisfactory in any area, the evaluator and the bargaining unit faculty member will meet to formulate a performance improvement plan (PIP) to remedy the unsatisfactory performance.

a) The PIP shall include concrete steps to be taken by the bargaining unit faculty member to remedy their performance, how those steps will be measured, and a timeline for the required improvement.

b) The PIP will be issued to the bargaining unit faculty member.

4. Bargaining unit faculty members who fail to satisfy the requirements of a PIP may be subject to discipline up to and including termination, pursuant to Article 9.

Article 24
Layoffs

1. The Employer may lay off tenured and tenure-stream bargaining unit faculty members for the following reasons:

a) Financial exigency that is demonstrably bona fide; or

b) Termination of a school or regional campus.

2. 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.

3. In the event of layoff of tenured bargaining unit faculty under I.b., the Employer will attempt to reassign bargaining unit faculty with tenure, in accordance with Employer Policy AC-64.

4. 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 that is demonstrably bona fide; or

b) Restructuring, reorganization or discontinuance of academic programs, position elimination, and/or termination of a school or regional campus.

5. The Employer may lay off part-time appointment stream bargaining unit faculty members during the term of their appointments due to financial exigency that is demonstrably bona fide.

6. The Employer shall make a good faith effort 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. The Employer retains the sole discretion to determine qualifications for any such reassignment. In the event the bargaining unit faculty member declines the reassignment, they shall be entitled to receive severance pay as set forth below.

7. 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:

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

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

8. No tenured or tenure stream bargaining unit faculty member shall receive less than the minimum severance pay under Section 24.7.

9. 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 shall be entitled to the following:

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

Non-renewal of a full-time appointment stream bargaining unit faculty member's appointment is not a layoff, and receipt of notice of non-renewal in accordance with Article 17 does not entitle the bargaining unit faculty member to severance pay pursuant to this Section.

10. Except in the event of a financial exigency, the following shall apply to layoffs of full-time 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 six (6) months prior to the date of the layoff.

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

(i) 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.

(ii) 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.

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

12. 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.

13. 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 24.1 and 24.2 of this Article, except as provided in this Paragraph, shall not be subject to the Grievance and Arbitration procedure. Within thirty (30) days of the notice to the Union of a contemplated layoff, the Union may request the information relied upon by the Employer in connection with the contemplated layoff. The Union may only file a grievance on the basis that the reason was untrue. It cannot grieve whether the Employer's reason was sufficient to support the layoff.

14. 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.

Article 25
No Strike/No Lockout

25.1 No Strike

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

The Union, its officers, agents, and representatives shall not authorize, ratify, assist or encourage any strikes, slowdowns, cessation of work, or interruptions of operations of the Employer by bargaining unit faculty members at the University during the term of this Agreement. Informational picketing by bargaining unit faculty members on property owned or operated by the

University 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 to discipline or discharge any bargaining unit faculty member who violates this Article.

25.2 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-two (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.

Article 26
Falk Laboratory School

This Article shall apply only to bargaining unit faculty members appointed to the Fanny Edel Falk Laboratory School ("Falk School"). Except as otherwise expressly provided in this Agreement, nothing in this Article is intended to exempt Falk School bargaining unit faculty members from any University policies or other provisions of this Agreement.

26.1 Appointment of Full-Time Falk School Bargaining Unit Faculty

1. Length of Appointment

   a) Falk School bargaining unit faculty appointments shall be for a period of either:

      (i) Twelve (12) months; or
      (ii) Ten (10) months (August 15 —June 15).

   b) 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.

   c) 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.

2. Appointment Term

a) Initial appointments of full-time Falk School bargaining unit faculty shall be for a one (1) year term, and at the Educator Level appropriate for their total years of relevant and/or comparable teaching experience, as determined by the Employer. Any subsequent appointment by the Employer shall be presumptively renewable as set forth in Section 26.1.3

b) All Appointments shall be subject to the funding contingencies in Section 26.1.1(c) of this Article.

3. Renewal

a) Except as otherwise stated herein, appointment terms for full-time Falk School bargaining unit faculty members shall presumptively renew from year to year, subject to Section 26.2.6 of this Article regarding advancement from Level A to Level B, unless notice is provided by the Falk School Director to such bargaining unit faculty that they shall not be reappointed, as set forth below:

Less than 5 full years of continuous service	3½ months prior to end of appointment
At least 5 full years of continuous service	5½ months prior to end of appointment

b) Bargaining unit faculty members must be employed as a Falk School Educator for a minimum of one (1) year to be eligible for presumptively renewable appointments.

c) This Section is subject to the terms of Section 26.1(c) of this Article regarding appointments subject to funding contingencies.

d) 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, or misconduct involving theft (not of a *de minimis* nature), workplace violence, discrimination, harassment, or sexual misconduct in violation of University policy. The non-renewal of any bargaining unit faculty member for the reasons set forth herein shall not be subject to the grievance and arbitration procedure. Within thirty (30) days of the notice of non-renewal, the Union may request information relied upon by the Employer in connection with the reason for non-renewal provided in the notice. The Union may only file a grievance on the basis that the reason provided was untrue. It cannot grieve whether the Employer's reason was sufficient to

support the non-renewal. For example, if the reason for non-renewal was insufficiency of enrollment and information provided by the Employer demonstrates that enrollment declined by 5%, the Union cannot grieve whether or not the decline in enrollment was sufficient to support the non-renewal decision.

e) Renewals are subject to satisfactory performance as set forth in Article 23.

4. Presumptive appointment renewals and minimum terms of appointments shall not apply to bargaining unit faculty who have been (1) subject to disciplinary action in excess of a written warning within the twelve months prior to their renewal date or discharged for just cause in accordance with Article 9 [Discipline and Discharge], (2) retired from the University, (3) subject to a performance improvement plan in accordance with Article 23 [Faculty Evaluations] and determined by the Employer to not be making significant progress towards achieving the performance goals set forth in the performance improvement plan, or (4) who are appointed as Visiting Educators. Bargaining unit faculty members who are not eligible for presumptive appointment renewals and minimum term appointments may not be renewed or may have their appointment term renewed by the Employer, in its sole discretion.

26.2 Level Advancement

1. Full-time demonstration teachers and master teachers, at the time of ratification of this Agreement, shall be transitioned to the Educator Level (i.e. Level A, B, C or D) appropriate for their total years of relevant and/or comparable teaching experience, as determined by the Employer. All newly hired Falk School bargaining unit faculty members will be placed in the Educator Level appropriate to their years of relevant and/or comparable teaching experience, as determined by the Employer.

2. For the purposes of this Section, one year of substitute or part-time teaching experience is equivalent to half a year of full-time teaching experience.

3. Eligibility for level advancement is subject to satisfactory performance as set forth in Article 23. Falk School bargaining unit faculty members must submit a current resumé and an updated portfolio, as defined in the Professional Growth and Renewal Plan for faculty, to be eligible for level advancement.

4. The criteria and guidelines for level advancement are prescribed by the Provost and Falk School.

5. To the extent that any of the Falk School criteria or guidelines regarding level advancement conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

6. **Advancement from Level A to Level B.**

Bargaining unit faculty members appointed to Educator Level A may apply for advancement to Educator Level B after at least one appointment as Educator Level A. Bargaining unit faculty members seeking appointment to Educator Level B must have at least three (3) years of full-time teaching experience, which may be a combination of Falk School and/or other comparable teaching experience in a similar role, as determined by the Employer.

Bargaining unit faculty members who do not qualify for advancement to Educator Level B by the end of their fifth (5) consecutive appointment as an Educator Level A shall not be reappointed, and notice will be provided in accordance with Section 26.1.3(a) of this Article.

7. **Advancement from Level B to Level C.**

After three (3) consecutive appointments as an Educator Level B, bargaining unit faculty members may apply for advancement to Educator Level C. Bargaining unit faculty members seeking appointment to Educator Level C must have at least six (6) years of full-time teaching experience, which may be a combination of Falk School and/or other comparable teaching experience in a similar role, as determined by the Employer.

8. **Advancement from Level C to Level D.**

Bargaining unit faculty members appointed to Educator Level C may apply for advancement to Educator Level D after at least one appointment as Educator Level C. Bargaining unit faculty members seeking appointment to Educator Level D must have at least ten (10) years of full-time teaching experience which may be a combination of Falk School and/or other comparable teaching experience in a similar role, as determined by the Employer.

26.3 Appointment of part-time bargaining unit faculty in the Falk School shall be in accordance with Article 18 [Appointment of Part-time Appointment Stream Faculty].

26.4 Falk School Handbook and Policies: Bargaining unit faculty members must comply with all Falk School policies and procedures, including but not limited to the Falk School Handbook, as well as applicable law. Failure to do so may result in discipline up to and including termination, pursuant to Article 9.

26.5 Daily Schedule

1. Unless otherwise stated herein, the school day shall start at 8:00 a.m. and end no later than 3:45 p.m., so long as no students remain in their care. Falk School bargaining unit faculty are expected to be in their classrooms and ready to receive students at the start of the school day. If students remain in their care at 3:45 p.m., bargaining unit faculty will bring the students to a location designated by the Employer prior to leaving. Where such location is not available, the faculty member will remain with students who would otherwise be unattended. While the Employer retains sole decision making authority, the Employer shall notify and provide the Union an opportunity to meet and discuss prior to making changes to these starting and ending times.

Notwithstanding the above, the Employer shall not extend the total length of the school day, which is seven (7) hours and fifteen (15) minutes, without negotiation with the Union.

2. The workday for Falk School bargaining unit faculty members encompasses the school day as set forth in Section 26.5.1 of this Article, plus whatever time may be necessary for preparation, grading, and other work related to the bargaining unit faculty member's instructional and other duties, including, but not limited to, meetings and other events scheduled outside of the school day, pursuant to Section 26.6 of this Article.

3. Within each school day, each bargaining unit faculty member shall be provided a thirty (30)-minute break without duties. The particular time within the day for such break shall be determined solely by the Employer but shall be communicated in advance to the bargaining unit faculty member.

26.6 Meetings, School Events, and Planning Time

1. Regular faculty meetings shall be held on Mondays after the end of the school day, unless a parent/teacher conference is scheduled during that particular week or the meeting is cancelled by the Falk School Director or their designee, at their discretion. Falk School bargaining unit faculty may be required to attend no more than sixteen (16) Monday regularly scheduled faculty meetings per academic year.

2. A minimum of three (3) school days and three (3) evenings per school year will be designated for student conferences and other school events. On days in which parent conferences are scheduled, the Employer will not schedule administrative meetings which require bargaining unit faculty attendance.

3. The Employer reserves the right to schedule additional faculty meetings, student conferences, and other school functions outside of the school day and during weekends, at its sole discretion, not to exceed ten (10) per faculty member per school year in addition to three (3) for student conferences. The Employer shall provide advance notice to bargaining unit faculty members of any such functions requiring bargaining unit attendance. The Employer shall make an effort to keep any additional functions to a minimum.

4. In addition to regularly-scheduled school days, there will be six (6) faculty planning days each school year for the purpose of additional planning, preparation, and collaboration related to bargaining unit faculty members' instructional duties. Faculty planning days shall be six (6) hours in length, exclusive of lunch.

5. During the school year, bargaining unit faculty members shall be provided ninety (90) minutes of planning time during the school day, four (4) days per week. If the planning time is non-contiguous, it shall be scheduled in time blocks of no more than two blocks per day of no less than fifteen (15) minutes. The Employer shall endeavor to limit the number of non-contiguous planning blocks.

26.7 Supplies

Bargaining unit faculty members may request supplies and material needs for their classroom use, in accordance with Falk School Policy. The Falk School Director or designees shall discuss supply and material needs with each bargaining unit faculty member and shall secure for their classroom use reasonable supplies and materials, at the Employer's discretion. Bargaining unit faculty members shall not receive reimbursement for supplies purchased with personal funds unless the purchase is approved in advance by the Employer, at the Employer's sole discretion.

26.8 Supplemental Positions

The Employer may offer or eliminate supplemental positions (for example, Team Leader or Club Sponsor) in accordance with Falk School policy. Any duties associated with a supplemental position shall be in addition to the regular duties of the bargaining unit faculty member appointed to such position. All decisions regarding supplemental positions shall be at the Employer's sole discretion.

Article 27
Compensation

27.1 Full-Time Bargaining Unit Faculty

a) Annual Maintenance Increase: Effective on the following dates, full-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the previous fiscal year, shall receive an increase to their base salary as follows:

Effective Date	
July 1, 2023	$3900.00
July 1, 2024	$3140.00
July 1, 2025	2.5%

Bargaining unit faculty members who are on a Performance Improvement Plan shall not be eligible for annual maintenance increases. If they complete the requirements of the PIP, they will be eligible for increases moving forward.

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Maintenance Increase above.

If the University's Board of Trustees approves a workforce compensation increase that includes an Annual Maintenance Increase of more than 2.5% effective July 1, 2025, then eligible full-time bargaining unit faculty members shall receive the same percentage increase instead of the 2.5% referenced above. If eligible full-time bargaining unit faculty members have already received 2.5% Annual Maintenance

Increase, then they shall receive the differential between the increase approved by the Board and the 2.5% set forth above.

Full-time bargaining unit faculty members whose annual salaries are below the minima set forth below as of the date of ratification shall receive the annual maintenance increases effective July 1, 2023 and 2024 set forth above, and their base salary shall be adjusted to the applicable minimum, after the calculation of the annual maintenance increases.

b) Ratification Bonus: All full time bargaining unit faculty members employed as of the date of ratification of the Agreement shall receive a bonus (not incorporated into their base salary) of $5000.00. This bonus will be paid in two $2500.00 installments, the first of which will be paid within sixty (60) days following ratification of the Agreement and the second of which will be paid on May 15, 2025.

c) Promotional Increases: Full-time bargaining unit faculty members in the professorial ranks who are promoted to a higher rank on or after the date of ratification of the Agreement, shall receive a minimum increase to their base salary as follows:

(i) Assistant to Associate Professor: $5,000.00;
(ii) Associate to Full Professor: $7,500.00.

Promotional increases for Instructors shall be at the discretion of Employer.

Full-time bargaining unit librarians who are promoted to a higher rank on or after the date of ratification of the Agreement, shall receive a minimum increase of $5,000.00 to their base salary.

Full-time bargaining unit faculty members appointed to the Falk School who are promoted to a higher level on or after the date of ratification of the Agreement, shall receive a minimum increase of $2,000.00 to their base salary.

Promotional increases will become effective on the effective date of the promotion. For promotions that become effective on July 1, the annual increase shall be applied to the bargaining unit faculty member's salary prior to the promotional increase.

d) Minimum salaries:

(i) Except as outlined below, the minimum base annual salary for full-time bargaining unit faculty members shall be $60,000.00.

(ii) With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Instructor who possess a terminal degree shall be $60,000.00.

(iii) With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Instructor who do not possess a terminal degree, or who are in the process of obtaining a terminal degree, shall be $50,000.00.

(iv) With the exception of bargaining unit faculty members appointed with the prefix "Visiting," the minimum base annual salary for full-time bargaining unit faculty members appointed to the Falk School shall be $50,000.00. Notwithstanding the foregoing, the minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Educator Level D shall be $60,000.00.

(v) The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the ranks of Professor, Associate Professor, Assistant Professor and Librarian, Instructor and Lecturer who possess a terminal degree, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (*e.g.*, Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be $60,000.00. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of $60,000.00.

(vi) The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the ranks of Instructor and Lecturer, who do not possess a terminal degree or who are in the process of obtaining a terminal degree, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (*e.g.*, Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be $50,000.00. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of $50,000.00.

(vii) The minimum base annual salary for full-time bargaining unit faculty members appointed with the prefix "Visiting" to the Falk School, who have teaching and/or research responsibilities comparable to those of a full-time non-Visiting bargaining unit faculty member in the same role, and who do not have compensation available to them from a third-party (*e.g.*, Fulbright Award or salary from the bargaining unit faculty member's home institution) shall be $50,000.00. Notwithstanding the foregoing, the

minimum base annual salary for full-time bargaining unit faculty members appointed to the rank of Educator Level D shall be $60,000.00. Bargaining unit faculty members covered by this Section cannot waive any eligible compensation available from a third party. Any such bargaining unit faculty member who is funded by a third party will be maintained by the University at a combined minimum annual salary of $50,000.00 (or, for those appointed to the rank of Educator Level D, $60,000.00).

e) The Employer may, in its discretion, offer individual bargaining unit faculty members salary adjustments as retention, merit, market, and equity adjustments. These increases are not subject to bargaining.

f) Bargaining unit faculty members may request review of a salary adjustment decision by submitting a written request to their department and unit head, including relevant supporting documentation, as appropriate. Such requests must be submitted no later than December 15. The Employer may accept, in whole or in part, or reject the request, in its sole discretion.

g) A list of such retention, merit, market, and equity increases shall be provided to the Union annually in October of each year, along with a list of requests for review and the Employer's decision on each request. The list shall include the individual's name, rank, department, previous salary, amount of increase and effective date.

h) The Employer will continue to provide temporary salary increases as it has in the past, with its same sole discretion, for special duties including but not limited to, serving as Director of Graduate Studies, serving as Director of Undergraduate Studies, supplemental positions in the Falk School, or serving on labor-intensive University-wide committees.

27.2 Part-time Appointment Stream Bargaining Unit Faculty

a) Annual Maintenance Increase: Effective on the following dates, part-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the last fiscal year, shall receive an increase to their rate as follows:

Effective Date	
July 1, 2023	4.0%
July 1, 2024	2.75%
July 1, 2025	2.5%

Bargaining unit faculty members who are on a Performance Improvement Plan shall not be eligible for annual maintenance increases. If they complete the requirements of the PIP, they will be eligible for increases moving forward.

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Maintenance Increase above.

If the University's Board of Trustees approves a workforce compensation increase that includes an Annual Maintenance Increase of more than 2.75% for part-time non-bargaining unit employees effective July 1, 2024, and/or 2.5% effective July 1, 2025, then eligible part-time bargaining unit faculty members shall receive the same percentage increase instead of the applicable increase referenced above. If eligible part-time bargaining unit faculty members have already received the 2.75% and/or 2.5% Annual Maintenance Increase, as applicable, then they shall receive the differential between the increase approved by the Board and the applicable Annual Maintenance Increase set forth above.

b) Ratification Bonus: All part time bargaining unit faculty members employed as of the date of ratification of the Agreement shall receive a bonus (not incorporated into their base salary) of $500.00 within sixty (60) days following ratification of the Agreement.

c) Minimum rates per credit:

The minimum rate per credit for part-time appointment stream bargaining unit faculty with teaching responsibilities is as follows:

Regional Campuses:	$1875.00 per credit
Pittsburgh Campus:	$2500.00 per credit

Where part-time appointment stream faculty co-teach, team-teach or teach part of a course, the minimum rates per credit shall apply to the course itself, and the Employer shall allocate compensation for each faculty member accordingly.

d) Except as provided below, part-time appointment stream bargaining-unit faculty members who do not teach credit-bearing courses will be compensated at a prorated minimum rate equal to the bargaining unit faculty member's percent effort, as determined by their department, at 75% of a full-time annual salary of $60,000.00. Part-time faculty workloads will be calculated as follows for the purpose of this Paragraph: one (1) full business day of work per week will count as twenty percent (20%) of full time.

e) The minimum rate for bargaining unit faculty appointed to the Osher Lifelong Learning Institute shall be $55.00 per instructional hour for official published offerings. For one-time classes/sessions, the minimum rate shall be $150.00 per session.

27.3 Overload

Full-time bargaining unit faculty who teach overload will be compensated at least the minimum rate per credit for each credit of overload that they teach.

27.4 Pay Schedule

The University shall pay all bargaining unit faculty monthly.

27.5 Financial Exigency

In the event of a financial exigency that is demonstrably bona fide, the Union agrees to meet and negotiate over the compensation provisions of this Article as an alternative to layoffs. Such negotiations shall conclude within thirty (30) calendar days following notification to the Union.

Notwithstanding the above or any other Article of this Agreement, in the event that the University's annual appropriation from the Pennsylvania General Assembly is not approved and/or received by the University by September 1 of the applicable fiscal year, the Union agrees that the distribution of the Annual Maintenance Increases set forth above may be delayed, but in no event shall such distribution be delayed later than sixty (60) days after receipt of the University's annual appropriation approved by the Pennsylvania General Assembly.

Notwithstanding the above or any other Article of this Agreement, in the event that the University does not receive or there is a decrease of twenty percent (20%) or greater in its annual appropriation, compared to the prior fiscal year, from the Pennsylvania General Assembly, or in the event that there is a decrease of five percent (5%) or greater in University enrollment (not due to layoffs, closures of programs, schools or campuses), compared to the prior fiscal year, the Union will be provided notice and agrees to bargain with the University over whether there shall be a reduction or non-implementation of the Annual Maintenance increase set forth above in the applicable fiscal year. The parties agree that bargaining may result in a decision to either reduce or not implement the Annual Maintenance Increase set forth above in the applicable fiscal year, or any other decision agreed upon by the parties. Such bargaining shall be concluded within thirty (30) calendar days following the notice to the Union.

Article 28
Benefits

1. 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 terms and conditions of the plans are governed by the plan documents, as they may exist from time to time.

2. The Employer will contribute to the monthly premium cost of the full-time bargaining unit faculty member's medical insurance plan of choice, and bargaining unit faculty

member monthly medical insurance premium contributions shall be made on a pre-tax basis. For the 2024-2025 plan year, bargaining unit faculty members will be moved to the plans, including premium contributions, set forth in Appendix D. Effective with the 2025-2026 plan year, the Employer may, in its discretion, increase premium contributions for bargaining unit faculty for the plans referenced in Paragraph 1, up to a maximum of eight percent (8%) per plan, per plan year, during the life of the Agreement. The Employer shall negotiate with the Union any increases that are greater than eight percent (8%).

3. The Employer has the right to amend the plans referenced in Paragraph 1, at its sole discretion and without negotiation with the Union. Notwithstanding, any changes made by the Employer to the plans referenced in Paragraph 1 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.

4. 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.

5. 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. During the term of this Agreement, the University agrees to continue its practice of matching eligible bargaining unit faculty members' contributions as set forth in the plan document effective as of ratification.

Notwithstanding the above, in the event of a bona fide financial exigency, the Employer reserves the right to modify, suspend or discontinue matching, in its sole discretion.

During the term of this Agreement, the Employer agrees to continue the non-contributory defined benefit plan for currently participating bargaining unit faculty members in accordance with the plan document effective as of ratification.

All part-time faculty shall remain eligible to participate in the Employer's 403(b) defined contribution plan without Employer contributions

6. 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.

7. 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.

8. 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. During the term of this Agreement, bargaining unit faculty members shall remain eligible for University of Pittsburgh tuition benefits for eligible bargaining unit faculty members, spouses, domestic partners and dependents, in accordance with the terms of Policies AC 20, 21 and 69 effective as of ratification.

9. 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.

10. Bargaining unit faculty will have access to fitness facilities in accordance with University policy.

11. 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 shall have access to medical, dental and vision insurance.

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 Paragraph 11.a to make benefits under this Section available to part-time bargaining unit faculty members with clinical responsibilities appointed to the School of Dental Medicine who would not otherwise meet the requirements.

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 shall have access to the 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 1 above.

c) For bargaining unit faculty members with instructional responsibilities whose credit hours differ substantially from contact hours, the contact hours as designated by the Employer will be used to determine eligibility under this Paragraph.

12. 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.

13. 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 11 above. The terms and conditions of the benefit plans are governed by the plan documents, as they may exist from time to time.

14. Bargaining unit faculty members will be eligible for the Employee Emergency Fund benefit on the same terms as non-bargaining unit employees.

Article 29
Leaves

29.1 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.

29.2 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. For avoidance of doubt, covered bargaining unit faculty members shall be eligible for FMFL where they or their child experience physical violence, sexual violence, stalking, or psychological aggression that gives rise to a qualifying condition under AC 26.

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 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. Any remaining part of bereavement leave necessary to settle family issues associated with the death may be taken at a later time.

Bargaining unit faculty members are eligible for one (1) day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, sibling-in-law, or sibling of a registered domestic partner.

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.

If a bargaining unit faculty member has exhausted their bereavement leave and needs additional time off, they should consult with their department or unit head.

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 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 to the appropriate department chair (or Library Director, Dean or Regional Campus President as applicable). Such a request shall specify the period of time and the reason for such request. This request must be approved by the appropriate department chair, Library Director, Dean or Regional Campus President, and Senior Vice Chancellor for the Health Sciences, as applicable, prior to submission to the Office of the Provost. Requests with approvals 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 who receive health insurance 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.

29.3 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 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.

29.4 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

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.

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.

29.5 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 three (3) paid sick days per academic term (Fall, Spring, Summer (full 12-week session)), during which they are appointed. Part-time appointment stream bargaining unit faculty shall be eligible for one (1) paid sick day per 4-week or 6-week Summer session if appointed only to one such session. 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.

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.

29.6 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, sibling-in-law, or sibling of a registered domestic partner.

If a bargaining unit faculty member has exhausted their bereavement leave and needs additional time off, they should consult with the Falk School Director or their designee.

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.

29.7 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.

29.8 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 29.8.1 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.

29.9 Union Workload Buyouts

1. The Union may buy out a one or two course release or a workload equivalent as defined by the department for ten (10) individual bargaining unit faculty members, per academic year, to be used for purposes of conducting Union business related to the administration of this Agreement, processing grievances under this Agreement, and bargaining for a successor agreement. The Union may request to buy out additional workload or course releases, and shall be granted at the Employer's discretion. Availability of workload buyouts is subject to the operational needs of the University and the bargaining unit faculty member's school, regional campus, library and/or department, as applicable. If the Employer is unable to accommodate requested workload buyouts in a given term or academic year, the Employer shall work with the Union to accommodate the request in a future term or academic year. No more than one (1) bargaining unit faculty member per academic program per year will be granted a workload buyout pursuant to this Section.

2. Requests for workload buyouts must be submitted in advance of the semester or term for which the buyout is requested, as follows:

a) Requests for fall semester must be received by January 15.
b) Requests for spring semester must be received by August 15.
c) Requests for summer term must be received by November 15.

3. Workload buyout requests, including the costs of such requests, will be processed in accordance with the bargaining unit faculty member's school, regional campus, library and/or department policies and/or procedures, as applicable.

4. Full-time bargaining unit faculty who receive course release or workload buy outs pursuant to this section shall continue to be deemed full-time for all purposes under this Agreement.

5. Union activities performed using such release time will count as a service activity.

Article 30
Sabbaticals and Professional Development Leave

30.1 Sabbatical Leave

1. Tenured Associate Professors, Tenured Professors, and bargaining unit library faculty who have been granted expectation of continued employment, with at least twelve (12) terms of full-time service, exclusive of time spent on leave, shall be eligible for sabbatical leaves in accordance with University Policy AC 58.

2. The terms and conditions of sabbatical leave, including the process for requesting a sabbatical leave and any requirements upon return, are set forth in University Policy and Procedure AC 58.

3. The granting of a sabbatical leave is a decision involving academic matters and depends on the school's, regional campus's or department's ability to maintain necessary teaching schedules.

4. Where a bargaining unit faculty member has met the eligibility requirements for a sabbatical leave, and there is a delay in the start of such leave due to a decision by the University, the faculty member will continue to accrue time towards the next sabbatical leave.

30.2 Paid Professional Development Leave

1. Full-time appointment stream bargaining unit faculty members with at least twelve (12) terms of full-time service, exclusive of time spent on leave, shall be eligible for a one (1) term paid professional development leave.

2. The process for requesting a professional development leave (including timelines for submission) is the same as the process for requesting a sabbatical leave, as set forth in University Policy and Procedure AC 58.

3. Applications for professional development leave shall include a written proposal describing a specific professional development project, including the relevance of the project to the bargaining unit faculty member's job duties and/or area(s) of scholarship or research.

4. The granting of a professional development leave is a decision involving academic matters and may be denied at the discretion of the Employer. The Employer shall award no more than fifty (50) professional development leaves in an academic year.

In no case shall the Employer be required to grant the total number of allotted professional development leaves in any given academic year. The Employer reserves the right to determine the number of professional development leaves granted each semester or term.

5. Bargaining unit faculty members who are granted a professional development leave must return for at least one (1) full term following their leave. A bargaining unit faculty member who does not return to the University for at least one (1) full term following their leave shall be liable for full reimbursement of the compensation that was paid during the professional development leave. Bargaining unit faculty members required to reimburse the University pursuant to this Paragraph may request a repayment plan, and the Employer agrees to work with the bargaining unit faculty member to develop a repayment plan upon such request.

6. Bargaining unit faculty members returning from professional development leave shall file a report summarizing their activities and indicating the extent to which the purposes of the leave described in the proposal were achieved with their Dean or Regional Campus President, and the Office of the Provost, within one (1) term of returning from leave. Failure to comply with

this requirement will result in the bargaining unit faculty member's ineligibility for future leaves pursuant to this Section.

7. The parties understand and acknowledge that the professional development leave provided for in this Section is a new program and will go into effect in the 2025-2026 academic year. Inclusion and scope of this leave in future collective bargaining agreements shall be dependent on and informed by the Employer's assessment of the effectiveness of the program during the term of this Agreement based on the reports submitted by participating bargaining unit faculty members and relevant educational, service and/or research outcomes related to the bargaining unit faculty member's leave project.

30.3 Unpaid Leave for Professional Enhancement

1. Full-time bargaining unit faculty members may request up to one (1) academic year of unpaid leave for the purpose of professional enhancement in accordance with University Policy AC 24.

2. Full-time bargaining unit faculty members may continue their health insurance, dental and vision coverage during an unpaid leave for professional enhancement, and are responsible for paying their share of the premium for any benefit they choose to continue. If the bargaining unit faculty member terminates coverage during an unpaid leave for professional enhancement, they must submit the appropriate enrollment forms to the Benefits Department to reactivate participation within sixty (60) days after their return date from leave.

3. During unpaid leave for professional enhancement, all Employer contributions toward retirement are suspended.

4. When a tenure-stream faculty member is granted a leave of absence, the term of the probationary appointment may be extended and the period of the leave will not be counted as part of the probationary period of service.

Article 31
Professional Development Funds

Available professional development funds will be distributed in accordance with the policies, procedures and practices of each academic unit, at the Employer's sole discretion.

Article 32
Section Headings

The use of section or paragraph headings throughout this Agreement is intended for ease of reference and shall not be deemed to limit, diminish or in any way modify the terms or conditions of any provision of this Agreement.

Article 33
Duration

This Agreement shall remain in full force and effect and be binding on the parties for the period beginning at 12:00 a.m. on May 15, 2024 ending at 11:59 p.m. on June 30, 2026.

Either party desiring to modify or terminate this Agreement must notify the other of its desire, in writing, in accordance with the requirements of Article VIII of PERA. In the absence of such notice, this Agreement shall automatically be renewed from year to year for a successive term of one (1) year until a party gives notice of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party has caused this Agreement to be executed by the hand of its proper officer or officers.

For the Union:

David R. McCall
International President

John E. Shinn
International Secretary-Treasurer

Emil Ramirez
International Vice President
(Administration)

Kevin Mapp
International Vice President
(Human Affairs)

For the Employer:

Joseph J. McCarthy
Provost and Senior Vice Chancellor

Bernie Hall
Director District 10

Tyler Bickford
Bargaining Committee Chair

Peter Bell
Bargaining Committee Member

Nicholas Bircher
Bargaining Committee Member

Chloe Dufour
Bargaining Committee Member

Anthony Fabio
Bargaining Committee Member

James Hill
Bargaining Committee Secretary

J. Megan O'Brien

Bargaining Committee Member

Sabrina Robinson
Bargaining Committee Member

Evan Schneider
Bargaining Committee Member

Paul W. Scott
Bargaining Committee Member

Jeffrey Shook
Bargaining Committee Member

Stacey Triplette
Bargaining Committee Member

Abagael West
Bargaining Committee Member

Matthew Nader
Staff Representative

Brad Manzolillo, Esq.
Organizing Counsel

Amy L. Rosenberger, Esq.
Willig Williams Davidson



Robin J. Sowards
Technician

APPENDIX A
EXCLUDED ULS POSITIONS

Individuals serving in the following positions in the University Library System ("ULS") shall be excluded from the bargaining unit as supervisory or managerial pursuant to PERA:

a. Associate University Librarians
b. Director of ULS
c. Director of Administrative Services
d. Director of Assessment and Quality Assurance
e. Director of Communications and Web Services
f. Director, Millstein Library and Coordinator, Regional ULS Libraries
g. Director, Hanley Library
h. Head, Haskell Memorial Library
i. Head, Owen Library
j. Head, Technical Services
k. Coordinator of Special Collections
l. Head of Public Services for Hillman Library
m. Head, Bevier Engineering Library
n. Head, Chemistry Library and Langley Library
o. Head, Music Library
p. Head, Frick Fine Arts Library

APPENDIX B
EXCLUDED DIRECTOR POSITIONS

Individuals serving as Directors (and Associate or Assistant Directors where noted) of the following centers, programs, laboratories, and institutes shall be excluded from the bargaining unit as supervisory or managerial positions under PERA:

Center/Program/Lab/Institute	**Responsibility Center**
Academic Advising Center	Arts and Sciences
Allegheny Observatory	Arts and Sciences
Architectural Studies Program	Arts and Sciences
Discipline Based Science Education Research Center	Arts and Sciences
Film and Media Studies Program	Arts and Sciences
Gender, Sexuality, Women's Studies Program	Arts and Sciences
Less Commonly Taught Languages Center	Arts and Sciences
Pittsburgh Quantum Institute (Co-Directors)	Arts and Sciences
Pymatuning Laboratory of Ecology	Arts and Sciences
Urban Studies Program	Arts and Sciences
Writing Center	Arts and Sciences
Accounting Area Director	Business
Center for Branding	Business
Center for Executive Education	Business
Director of Operations and Analytics	Business
Finance Area Director	Business
Information Systems and Tech Management Area Director	Business
Marking and Business Economics Area Director	Business
Organizations and Entrepreneurship Area Director	Business
Intelligent Systems Program	Computing and Information
School Inclusion Institute (i3: Imagine, Immerse, Inspire)	Computing and Information
MOMACS (Founding Director and Executive Director)	Computing and Information

Center for Craniofacial and Dental Genetics	Dental
Center for Craniofacial Regeneration	Dental
Center for Urban Education (Director and Associate Director)	Education
Falk Laboratory School (Director and Assistant Director)	Education
Healthy Lifestyle Institute	Education
Institute for International Studies in Education	Education
Office of Child Development	Education
Center for Faculty Excellence	Engineering
Engineering Education Research Center	Engineering
Human Movement and Balance Laboratory	Engineering
Manufacturing Assistance Center	Engineering
Mascaro Center for Sustainable Innovation (Co-Directors)	Engineering
McGowan Institute for Regenerative Medicine (Director and Executive Director)	Engineering
Musculoskeletal Research Center	Engineering
Radio Frequency Identification (RFID) Center of Excellence	Engineering
University of Pittsburgh Center for Advanced Manufacturing (Co-Directors)	Engineering
Biostatistics Facility of Pitt Cancer Institute	GSPH
Center for Bioethics and Health Law	GSPH
Epidemiology Data Center (Co-Directors)	GSPH
Evaluation Institute for Public Health	GSPH
PA MidAtlantic AIDS Education and Training Center	GSPH
Pitt Men's Study	GSPH
Center for Governance and Markets	GSPIA
Center for Metropolitan Studies	GSPIA
Ford Institute for Human Security	GSPIA
Johnson Institute for Responsible Leadership	GSPIA
Matthew B. Ridgeway Center for International Security Studies	GSPIA
Center for International Legal Education	Law
Center for Research and Evaluation	Nursing

Center for Community Leadership and Innovation in Practice	Pharmacy
Center for Education and Drug Abuse Research	Pharmacy
Center for Pharmacogenetics	Pharmacy
Computational Chemical Genomics Screening Center	Pharmacy
Institute for Cyber Law, Policy and Security	Provost
LRDC	Provost
Center for Balance Disorders	SHRS
Center for Rehab Services	SHRS
HERL	SHRS
Neuromuscular Research Lab	SHRS
Child Welfare Education and Research Program	Social Work
Child Welfare Resource Center	Social Work
Aging Institute	School of Medicine
Alzheimer's Disease Research Center	School of Medicine
Asthma Institute	School of Medicine
Brain Institute	School of Medicine
Center for Sports Medicine	School of Medicine
Center for Vaccine Research	School of Medicine
Clinical and Translational Science Institute	School of Medicine
Clinical Research, Investigation, and Systems Modeling of Acute Illness Center	School of Medicine
Director of Interdisciplinary Biomedical Graduate Program	School of Medicine
Director of MD Program	School of Medicine
Director of PhD in Clinical and Translational Science	School of Medicine
Drug Discovery Institute	School of Medicine
Heart and Vascular Institute	School of Medicine
Heart, Lung and Esophageal Surgery Institute	School of Medicine
Inflammatory Bowel Disease Center	School of Medicine
Institute for Clinical Research Education	School of Medicine
Institute for Doctor-Patient Communication	School of Medicine
Institute for Infection, Inflammation and Immunity in Children	School of Medicine

Institute for Precision Medicine	School of Medicine
Institute to Enhance Palliative Care	School of Medicine
Magee-Women's Research Institute	School of Medicine
Ophthalmology and Visual Sciences Research Center	School of Medicine
Peter M. Winter Institute of Simulation Education and Re- search (WISER)	School of Medicine
Pittsburgh Center for Kidney Research	School of Medicine
Pittsburgh Hearing Research Center	School of Medicine
Pittsburgh Institute for Neurodegenerative Diseases	School of Medicine
Pittsburgh Liver Research Center	School of Medicine
Thomas E. Starzl Transplantation Institute (3 Directors)	School of Medicine
UPMC Hillman Cancer Center	School of Medicine
Vascular Medicine Institute	School of Medicine

APPENDIX C
SIDE LETTER TO ARTICLE 22 [WORKLOAD]

August 21, 2023

Tyler Bickford, Bargaining Committee Chair
Brad Manzolillo, Esq.
Union of Pitt Faculty/USW

Re: Teaching Load for Bargaining Unit Faculty Members with Appointments at the University of Pittsburgh at Bradford

Dear Tyler and Brad,

The parties acknowledge that the University of Pittsburgh at Bradford ("Bradford Campus") has a normal teaching load that is in excess of the normal teaching load for full-time bargaining unit faculty at regional campuses of no more than twelve (12) credits per term or twenty- four (24) credits per academic year, as set forth in Article 22 [Workload]. As such, the Bradford Campus shall be permitted to maintain a normal teaching load in excess of twelve (12) credits per term or twenty-four (24) credits per academic year for full-time bargaining unit faculty members through August 31, 2026. Following that date, the Bradford Campus shall be in alignment with the provisions of Article 22 [Workload].

Very truly yours,

Jazmyn J. Barrow, Esq.

APPENDIX D
2024-2025 MEDICAL INSURANCE PLANS

Medical Plans Comparative Summary of Key Provisions

www.hr.pitt.edu/medical

UPMC Health Plan Member Services:
1-888-499-6885
www.upmchealthplan.com/pitt

Basic Plan Features and Explanations	PANTHER GOLD with Advantage Network (HMO)		PANTHER PPO		PANTHER BASIC (PPO) QHDHP with HSA Option	
	Requires selection of in-network doctor, primary care physician (PCP) *No coverage provided outside the UPMC Health Plan network, except in the case of an emergency*		*May select any doctor* *Provides coverage to any doctor or hospital*		*May select any doctor* *Provides coverage to any doctor or hospital*	
	UPMC ADVANTAGE NETWORK Higher Benefit UPMC Owned Facilities*	UPMC HEALTH PLAN NETWORK Lower Benefit*	FULL UPMC IN-NETWORK	OUT-OF-NETWORK	FULL UPMC IN-NETWORK	OUT-OF-NETWORK
Deductible*	$750/$1,500 for non-copay services	$300 / $600	$1,000 / $2,000	$1,500 / $3,000	$2,000 / $4,000	$3,000 / $6,000
Coinsurance	n/a	20%	85%	65%	80%	50%
Plan Responsibility	100%	80%	85%	65%	80%	50%
Out-of-Pocket Max	$2,000 / $4,000		$5,000 / $10,000	$6,000 / $12,000	$5,000 / $10,000	$10,000 / $20,000
Copayment	*Copayments for various services are listed below*		n/a	n/a	n/a	n/a
Health Care FSA/HSA Option*	*Eligible for Health Care FSA; More info on page 16*		*Eligible for Health Care FSA; More info on page 16*		HSA Option*	*Enhanced $3,650 Family / $1,750 All Other Plans*
Health plan payments for services not listed. Copayments for the HMO, and deductibles and coinsurance for the PPO plans, apply as stated above.						
Adult and Pediatric Wellness & Preventive Services	100%		100%	65%	100%	50%
Doctor Office or Convenient Care Clinic Visit	100% after $25 copayment		85%	65%	80%	50%
Specialist Office Visit	100% after $50 copayment					
Outpatient Behavioral Health	100% after $25 copayment					
Chiropractic Services	100% after copayment per visit: United $40 / others $25					
Prenatal Doctor Office Visits	100%					
AnywhereCare Visits*	100% after $5 copayment					
Urgent Care Services*	100% after $60 copayment		85% after in-network deductible		80% after in-network deductible	
Emergency Room Services	$700 copayment (child to through age 18) / $150 (adult 19+) copayment waived if admitted		85% after in-network deductible		80% after in-network deductible	
Inpatient Hospital Services	100% after $500 copayment	60%	85%	65%	80%	50%
Outpatient Facility Services & Observations	100% after $250 copayment					
Diagnostic Services: Basic	100% after $75 copayment					
High-Tech	100% after $100 copayment					
Medical Therapy Services	100%					
Physical, Speech, & Occupational Therapy	100% after $25 copayment					

*UPMC Advantage Network

Listed is a sampling of the Advantage Network hospitals. Visit www.upmchealthplan.com/find to confirm all participating Advantage Network facilities:

- UPMC Children's Hospital of Pittsburgh
- UPMC Magee-Women's Hospital
- UPMC Altoona
- UPMC East
- UPMC Hamot
- UPMC Mercy
- UPMC McKeesport
- UPMC Moon/Suburban
- UPMC Northwest
- UPMC Passavant
- UPMC Presbyterian
- UPMC Shadyside
- UPMC Western Psychiatric Hospital

*Other UPMC Health Plan Network Facilities

Listed is a sampling of the participating UPMC Health Plan network facilities. Visit www.upmchealthplan.com/find to confirm all other facilities that participate with UPMC Health Plan.

- Butler Memorial Hospital
- Heritage Valley
- Lemuel W. Meadville
- St. Clair Memorial Hospital
- The Washington Hospital

*To locate participating physicians and facilities in the UPMC Network

1. Visit www.upmchealthplan.com
2. Select "Find Care" (top of page)
3. Choose either the "Am A Member" or "I'm Just Browsing" tab (If you choose "I'm A Member," it will ask you to enter your member ID number to verify your plan)
4. Select the type of care (medical or behavioral health)
5. Choose to search either by name or by specialty
6. Enter zip code

Learn more by visiting www.hr.pitt.edu/find-provider

*To utilize an AnywhereCare visit:

1. Access UPMC AnywhereCare by visiting www.upmchealthplan.com/anywhere-care
2. Select the "Join UPMC AnywhereCare" link to log into your MyUPMC account. If you lack a MyUPMC account, create an account through plan's secure process.
3. Have a face-to-face conversation with a UPMC provider over live video (no phone, texting, or computer without camera) to discuss your symptoms.
4. Receive a diagnosis and any relevant plan prescription and visit directly to your pharmacy.

Learn more by visiting: www.hr.pitt.edu/anywherecare

Out-of-pocket expenses include deductible, coinsurance, copayments and other amounts paid by you for covered services. Out-of-pocket expenses do not include premiums, balance-billing charges or health care services that are not covered by the plan. For more information about your coverage, or a copy of the full terms of coverage, call the plan or visit the plan's website listed above. For more information about coverage and costs of this plan, you may view or obtain a copy of the Summary of Benefits and Coverage (SBC) at www.dol.gov/ebsa/healthreform or www.hhs.gov/healthcare/rights/index.html.

Please note: you will be charged the full cost of services you receive from out-of-network providers, except in an emergency. You are responsible for verifying that providers are in-network before receiving services. Please refer to the plan's Summary of Benefits and Coverage (SBC) and Certificate of Coverage for more information about your coverage.

Preventive services are provided at no cost to you when you receive them from an in-network provider. Please refer to the plan's Summary of Benefits and Coverage (SBC) and Certificate of Coverage for more information about your coverage.

Panther PPO

The Panther Plus and Panther Advocate plans are merging into one, new plan - Panther PPO. Any current members of these plans who do not make benefits selections during open enrollment will be automatically placed into the new Panther PPO plan. Since that means your coverage will be changing, please familiarize yourself with the information provided here. If you feel that another plan would better suit your needs, you must make this selection during open enrollment.



Medical Plans Monthly Premiums

www.hr.pitt.edu/medical

Premiums Summary

Plans	Total Monthly Premium	Monthly University Contribution*	Monthly Employee Contribution
PANTHER GOLD *with Advantage Network (HMO)*			
Individual	*$672*	*$579*	*$93*
Parent/Child(ren)	*$1,492*	*$1,244*	*$248*
Two Adults	*$1,686*	*$1,340*	*$346*
Family	*$1,854*	*$1,380*	*$474*
PANTHER PPO *(PPO)*			
Individual	*$641*	*$579*	*$62*
Parent/Child(ren)	*$1,421*	*$1,244*	*$177*
Two Adults	*$1,606*	*$1,340*	*$266*
Family	*$1,766*	*$1,380*	*$386*
PANTHER BASIC *(PPO) CHOICE with HSA Option*			
Individual	*$579*	*$579*	*$0*
Parent/Child(ren)	*$1,252*	*$1,244*	*$8*
Two Adults	*$1,391*	*$1,340*	*$51*
Family	*$1,454*	*$1,380*	*$74*

*Individuals who do not elect coverage will receive a $50 monthly benefit credit in their paycheck. The monthly benefit credit for individuals enrolled in coverage is reflected in the employer contribution portion of the medical insurance premium.

Note: If you live, or are planning to live, outside of the Western PA area, it is recommended that you **do not** select the Panther Gold Plan. The coverage/in-network area for the Panther Gold (HMO) plan is limited to the Western PA area.

6