

# UNIVERSITY COUNTER PROPOSAL

June 17, 2025

## Career Advancement

### 1. Promotion.

- 1.1. A promotion is a step forward designed to formally progress a bargaining unit employee to a higher level of job responsibility within their department or responsibility center.
- 1.2. Bargaining unit employees seeking a promotion will signify their interest as part of the performance evaluation process in Article \_\_, Performance Evaluation, ~~or by submitting a request to their supervisor in writing. Supervisors may also initiate a promotion, but bargaining unit employees shall not be promoted involuntarily.~~
- 1.3. ~~The employee and supervisor will meet within 10 business days to review the requirements of the target job to which the employee desires promotion and the employee's qualifications.~~
- 1.4. ~~To seek promotion, a bargaining unit employee must have completed their provisional period and should possess the minimum education and/or experience requirements for the target job.~~
- 1.5. ~~No additional responsibilities will be added to the bargaining unit employee's duties until the promotion has been approved and entered into effect.~~
- ~~Promotions will entail an increase in base compensation as specified in Article \_\_, Compensation.~~
- 1.7. ~~The Employer will use objective factors such as experience and seniority in evaluating candidates for promotion.~~
- 1.8. ~~Unsatisfactory evaluations, discipline, and Performance Improvement Plans that are older than two years shall be removed from the bargaining unit employee's personnel file and shall not negatively impact consideration for promotion.~~
- 1.9. ~~Within 30 days of the meeting (Section 1.3), the Employer shall notify the employee in writing of the determination regarding their promotion request. If the promotion request is denied, the notification will include the reason. If approved, the promotion will become effective within 30 days.~~

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~~1.10. A promoted employee will not be subject to a new provisional period.~~

## **2. Reclassification.**

~~2.1. In the event that a bargaining unit employee has been performing duties that align more closely with a different target job than with their current position for a minimum of three months, they may signify their desire for reclassification by submitting a request for reclassification in writing to their supervisor. Such requests must summarize the basis for reclassification. Supervisors may also initiate a reclassification, but no bargaining unit employee shall be involuntarily reclassified.~~

~~The employee and supervisor will meet within 10 business days to review the requirements of the target job to which the employee desires reclassification, and the basis for reclassification.~~

~~2.3. To seek reclassification, a bargaining unit employee must have completed their provisional period and must possess the minimum education and/or experience requirements for the target job.~~

~~2.4. Unsatisfactory evaluations, discipline and Performance Improvement Plans that are older than two years shall be removed from the bargaining unit employee's personnel file and shall not negatively impact consideration for reclassification.~~

~~2.5. Supervisors will respond to reclassification requests in writing within 30 days after the meeting (Section 2.2). Reclassification requests shall not be unreasonably denied. If the reclassification request is denied, the notification will include the reason. If approved, the reclassification will become effective within 30 days.~~

~~Reclassifications will entail an increase in base compensation as specified in Article \_\_, Compensation.~~

~~2.7. A reclassified employee will not be subject to a new provisional period.~~

## **3. Transfer.**

3.1. All job openings in positions covered by this Agreement shall be posted on the Employer's Human Resources website. Such postings shall include job classification, duration, department, location, base compensation hiring range, hours of work or days of work, as applicable, the essential functions of the job, and status as a bargaining unit position.

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3.2. Bargaining unit employees interested in transferring to a posted job opening must submit an application via the Employer's Human Resources website. ~~An employee who has applied for a position may request an update regarding the status of their application 30 days after the application was submitted.~~

~~3.3. Unsatisfactory evaluations, discipline, and Performance Improvement Plans that are older than two years shall be removed from the bargaining unit employee's personnel file and shall not negatively impact consideration for transfer.~~

~~3.4. If a bargaining unit employee who meets the education and/or experience requirements applies for a job opening but is not granted an interview, the Employer will notify the employee by email of the reason an interview was not granted within 14 days of the successful candidate's acceptance of the position. Copies of these emails will be sent to the Union.~~

~~3.5. If a bargaining unit employee is granted an interview for a job opening but is not ultimately selected to fill the opening, the Employer will notify the employee by email of the reason they were not selected within 14 days of the successful candidate's acceptance of the position. Copies of these emails will be sent to the Union. An employee who was granted an interview but was not selected for the position may request a meeting with the hiring manager to obtain constructive feedback.~~

~~3.6. In the event that both a bargaining unit employee who meets the education and/or experience requirements of the job and one or more individuals outside the bargaining unit apply for the same job opening, the bargaining unit employee will be selected for the job. The Employer may, however, select a candidate outside the bargaining unit if they are uniquely qualified for the position. The Employer may also elect to relax the posted requirements for a particular opening in order to select a bargaining unit employee.~~

~~3.7.~~3.3. In the event that two or more bargaining unit employees who meet the education and/or experience requirements apply are the exclusive finalists for the same job opening, the most qualified candidate will be selected. If two or more bargaining unit employees are the exclusive finalists and are relatively equally qualified, the bargaining unit employee with the longest continuous service to the Employer, as defined by Article \_\_\_\_. Seniority, will be selected.

~~3.8.~~3.4. Personal characteristics or qualities may be a basis for the selection or non-selection of a bargaining unit employee for a job opening. ~~only where such characteristics or qualities are related to the essential functions of the job.~~

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~~3.9. Instead of a provisional period, a transferred employee will be subject to a trial period of no more than 90 days in the new position. During the trial period, the bargaining unit employee will be given constructive feedback on their performance to assist them in acclimating to their new role. In the event that the Employer determines that the bargaining unit employee's performance is not satisfactory in their new role, or if the employee determines that the new position is not a good fit, they will be restored to their prior position with no loss of seniority.~~

~~3.10. The Employer will provide the Union, at least every six months, with data showing each position filled in the bargaining unit, the number of internal candidates, the identity of the successful candidate, and whether that individual was an internal or external candidate.~~

#### ~~4. Right to Return.~~

~~Bargaining unit employees who are promoted or transferred to a non-bargaining unit position shall have the right to return to their former bargaining unit position within 90 days following their first day in the non-bargaining unit position.~~

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