

University Counterproposal: Work Effort Changes (Staff)

July 23, 2026

~~1.~~ The Employer may reduce or increase the ~~FTE~~ work effort of a bargaining unit employee without the employee's consent for reasons, including but not limited to, ~~for~~ the following ~~reasons~~:

~~1.1.~~ ~~F~~inancial exigency ~~that is demonstrably bona fide~~;

~~1.1.~~ ~~T~~ermination of a responsibility center, unit, or regional campus;

~~1.2.~~ ~~L~~ack of work; or

~~1.3.1.~~ ~~L~~ack of funding ~~for externally funded contingent positions.~~

2. The Employer shall provide 30 days' notice prior to implementing an involuntary reduction or increase in a bargaining unit employee's work effort.

3. The Employer's reason(s) for the work effort change will not be subject to Article , Grievance & Arbitration, except that the Union may file a grievance only on the basis that the reason provided was untrue. The Union cannot grieve whether the Employer's reason was sufficient to justify a reduction or increase. For example, if the reason for a reduction in work effort was due to lack of funding, the Union cannot grieve whether the level of funding was sufficient to support the reduction.

~~2.4.~~ Bargaining unit employees may request in writing a permanent reduction or increase in their full-time equivalent status ("FTE") work effort. The Employer may approve or deny such written request. The Employer shall respond to a written request within 30 days.

~~3. For involuntary reductions of 20 percent FTE or greater, bargaining unit staff will be notified at least 45 business days prior to the effective date of the reduction. For reductions of less than 20 percent, bargaining unit staff will be notified at least 21 business days prior to the effective date of the reduction.~~

~~4. Involuntary reductions will be in order of seniority, beginning with the most junior employee in the job sub-family in the affected Responsibility Center, provided that the retained employee possesses the qualifications and ability to perform the work.~~

~~5. An employee who is subject to an involuntary reduction of 30 percent or greater may elect to be laid off instead, with Article — Layoff applying to such an employee. Such election must be in writing and may be revoked in writing for a period of 5 business days after receipt by the Employer.~~

The University of Pittsburgh reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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~~6. A bargaining unit employee whose FTE was involuntarily reduced shall be entitled to an increase in their FTE (up to the FTE in effect prior to the reduction) before the Employer may fill any open position in the department, in the case of departments with fewer than 15 bargaining unit employees, the Responsibility Center, for the employee's position or a lower-level job in the same job sub-family (e.g., Academic Advisor I for an individual occupying an Academic Advisor II position) when the employee is able to perform the work. The Employer shall provide an individual entitled to restoration not less than 10 business days to begin to work the restored FTE. Employees who intend to accept the FTE restoration shall notify the Employer of this intent within three business days of notification.~~

~~7.5. In the event that a bargaining unit employee who has received notice of involuntary FTE reduction or who has been involuntarily reduced applies for an open bargaining unit position at the University for which they meet the education, experience, and skill requirements in the job posting, the Employer shall give priority consideration to the employee's application by granting the employee an interview. The bargaining unit employee is required to notify the Employer of their involuntary reduction status in their application.~~

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