

University Counterproposal

September 1, 2026

Provisional Period

1. **Initial Provisional Period New Hire:** Bargaining unit employees are on an initial provisional period during their first six (6) months of employment with the Employer. During the provisional period, including any extension thereof, the provisions of Article __, Seniority and Layoffs, and Article __, Discipline and Discharge, shall not apply to the provisional employees. The Employer, at its discretion, may extend a provisional employee's initial provisional period for up to three months, provided that only one (1) such extension is permitted. Any additional extension will require the agreement of Union. Any unpaid leave and/or more than five (5) consecutive workdays of paid leave will not qualify as service for completion of the provisional period.

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- A. **Reviews During Initial Provisional Period for New Hires:** The provisional employee's supervisor will review the duties and expectations of the position at the beginning of the provisional period and shall provide such information in writing. Following the first three (3) months after the initial date of hire, the supervisor may hold a performance review conference between the supervisor and the provisional employee. In the event that a performance review conference is held, the supervisor will provide the provisional employee with an evaluation with an overall assessment of the performance in their job duties. The evaluation shall also include a more detailed assessment of specific performance whenever a supervisor has identified any area(s) of performance that are judged to be deficient or in need of improvement.

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- B. **End of Initial Provisional Period:** No later than the final day of the provisional period, the Employer shall notify the bargaining unit employee of its decision to take one of the following actions:
 - i. Grant the bargaining unit employee regular status in the position;
 - ii. Extend the provisional period for up to a three (3) month period consistent with the process outlined in Section 1.A of this Article, provided that only one (1) such extension is permitted; or
 - iii. Terminate the bargaining unit employee from the position.

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2. **Subsequent Provisional Period Promotion, Reclassification, or Transfer:** At the Employer's supervisor's discretion, when a bargaining unit employee receives a promotion, reclassification, or transfer into a different bargaining unit position, the employee may be required to serve a provisional period of up to four (4) months following their first date of employment in the new position. Such a requirement shall be disclosed

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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

in writing to the bargaining unit employee at the time the offer of the new position is extended by the Employer. Employees promoted to a bargaining unit position under the same supervisor will not be subject to a subsequent provisional period. During the subsequent provisional period, the provisions of Article __, Seniority and Layoffs, and Article __, Discipline and Discharge, shall not apply to the provisional employees. The Employer, at its discretion, may extend a provisional employee's subsequent provisional period for up to two months, provided that only one (1) such extension is permitted. Any additional extension will require the agreement of the Union. Time on leave with or without pay is not qualifying service for the completion of the provisional period. Any unpaid leave and/or more than five (5) consecutive workdays of paid leave will not qualify as service for completion of the provisional period.

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A. **Reviews During Subsequent Provisional Period—~~for Promotion, Reclassification, or Transfer~~**: The provisional employee's supervisor will review the duties and expectations of the position at the beginning of the provisional period and shall provide such information in writing. Following the first two (2) months after the first date of employment in the new position, the Employer may hold a performance review conference between the provisional employee and their supervisor. In the event that a performance review conference is held, the supervisor will provide the provisional employee with an evaluation with an overall assessment of the performance in their job duties. The evaluation shall also include a more detailed assessment of specific performance whenever a supervisor has identified any area(s) of performance that are judged to be deficient or in need of improvement.

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B. **End of Subsequent Provisional Period**: No later than the final day of the provisional period, the Employer shall notify the bargaining unit employee of its decision to take one of the following actions:

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- i. Grant the bargaining unit employee regular status in the position;
- ii. Extend the provisional period for up to two (2) months consistent with the process outlined in 2.A. of this Article, provided that Employer shall notify the Union of any such extension and that only one (1) such extension is permitted; or
- iii. Terminate the bargaining unit employee from the position.

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3. **Termination during Provisional Period**: The Employer reserves the right to terminate provisional employees during any provisional period based upon reasons, including but not limited to, unsatisfactory performance, misconduct, violation of workplace policies, and/or lack of work or funding.

4. Request to Return

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Bargaining unit employees who are serving a subsequent provisional period may submit a written request to the Office of Human Resources (OHR) to return to their former bargaining unit position between 30 and 60 business days following their first day in the new position. The Employer shall approve the request if such position remains available, and an offer of employment has not been submitted to OHR. If such request is approved, the bargaining unit employee will return at their former rate of pay, except that wage increases that the employee would have been entitled to had they remained in their prior position shall be applied to the prior rate. Bargaining unit employees may only exercise this right once during the term of this Agreement.

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4.5 Notice: If the Employer determines to discharge any provisional employee, the Employer shall provide the provisional employee with as much advance notice as practicable, in writing in advance of the provisional employee's termination date, which may include the reason for discharge. The Employer shall simultaneously provide all notices under this Section to the Union. Any failure by the Employer to comply with this Section shall not entitle any discharged provisional employee with an individual right to any remedies, including but not limited to, reinstatement, back wages, lost wages, benefits, preferential hiring, or any other monetary relief.

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