

University Counterproposal

July 28, 2025

Provisional Period

1. **New Hire:** Bargaining unit employees are on an initial provisional during their first one hundred eighty (180) calendar days of employment with the Employer. During the provisional period, the provisions of Article __, Seniority and Layoffs, and Article __, Discipline and Discharge, shall not apply to the provisional employees. Time on leave with or without pay is not qualifying service for the completion of the provisional period.

A. Evaluations for New Hires: Following the first ninety (90) calendar days after the initial date of hire, the supervisor may hold a performance review conference between the supervisor and the bargaining unit employee.

B. End of Provisional Period: The Employer may elect to any of the following:

- i. Grant the bargaining unit employee regular status in the position;
- ii. Extend the provisional period for up to a ninety (90) calendar day period, provided that only one (1) such extension is permitted; or
- iii. Remove the bargaining unit employee from the position.

2. **Promotion, Reclassification, or Transfer:** When a bargaining unit employee receives a promotion, reclassification, or transfer into a different job, subject to the supervisor's discretion, they shall serve another provisional period of one hundred and eighty (180) calendar days following their first date of employment in the new position. During the provisional period, the provisions of Article __, Seniority and Layoffs, and Article __, Discipline and Discharge, shall not apply to the provisional employees. Time on leave with or without pay is not qualifying service for the completion of the provisional period.

A. Evaluations for Promotion, Reclassification, or Transfer: Following the first ninety (90) calendar days after the first date of employment in the new position, the Employer may hold a performance review conference between the bargaining unit employee and their supervisor.

B. End of Provisional Period: The Employer may elect to any of the following:

- i. Grant the bargaining unit employee regular status in the position;
- ii. Extend the provisional period for up to ninety (90) calendar days, provided that Employer shall notify the Union of any such extension and that only one (1) such extension is permitted; or
- iii. Remove the bargaining unit employee from the position.

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

3. **Termination during Provisional Period:** The Employer reserves the right to terminate provisional employees during any provisional period based upon unsatisfactory performance, misconduct, violation of workplace policies, and/or lack of work or funding.
4. **Notice:** If the Employer determines to discharge any provisional employee based upon unsatisfactory performance, misconduct, violation of workplace policy, and/or lack of work or funding, the Employer will strive to notify the provisional employee in writing in advance of the provisional employees' termination date, which may include the reason for discharge. The Employer shall simultaneously provide all notices under this Section to the Union.