

UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

March 9, 2023

Recognition

Section 1. Bargaining Unit

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 Employee Relations Act (“PERA”):

Included: 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:

- (a) Faculty in the School of Medicine, research associates, post-doctoral associates, graduate students, non-faculty professionals, and all non-professionals, guards, supervisors, managerial and confidential employees as defined in the Act;
- (b) Pursuant to paragraph 11, pp. 20-21 in the ODSEL, department chairs, division chairs, division chiefs, vice chairs, associate 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;
- (c) Pursuant to paragraph 12, pp. 21 in the ODSEL, supervisory/managerial librarians identified in Appendix A;
- (d) 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;
- (e) 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”;

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.

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

(g) Pursuant to paragraph 10, p. 20 of the ODSEL, individuals on long term disability, as casual employees.

Section 2. Definitions

(a) "Non-tenure stream" and "appointment stream" shall be interpreted as synonymous.

(b) "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:

~~(i) is not in a full-time position and not in the tenure stream, and (ii) who is appointed to teach in the fall, spring or summer semester, and (iii) who has taught two (2) semesters, either (1) fall and spring, (2) spring and summer, or (3) summer and fall, in the preceding twelve (12) months.~~

In determining bargaining unit eligibility for academic year 2022, the initial determination shall begin in the Fall semester 2021 (or Spring semester 2022 or Summer semester 2022) with a lookback period preceding that initial semester. In determining bargaining unit eligibility for academic year 2023, the initial determination shall begin in the Fall semester 2022 (or Spring semester 2023 or Summer semester 2023) with a lookback period preceding that initial semester. Beginning in academic year 2024 for part-time appointment stream faculty who have not previously been employed by the University or eligible for inclusion in the bargaining unit under the ODSEL formula, the following formula applies:

(i) Employment in any two (2) of the three (3) most recent Fall, Summer and Spring semesters [e.g., 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., 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

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semesters preceding the semesters in criterion (ii)(1) [\[e.g., an appointment in Fall semester 2022 or Fall semester 2021\]](#).

[Eligibility is determined on a semester basis.](#)

- (c) “Faculty” or “Faculty Member” will be used in this Agreement to refer collectively to employees of the University holding a position set forth in Section 1 as included in the bargaining unit and represented by the Union for collective bargaining purposes.

Section 3. Modifications to Bargaining Unit

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

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