

## UNIVERSITY OF PITTSBURGH COUNTER-PROPOSAL TO USW

January 24, 2023

### Union Communication and Access

#### 10.1 Communications

1. The Union shall have the right to communicate with bargaining unit faculty members, provided such communication does not interfere with the work duties of any bargaining unit faculty member and is in accordance with University policy. By the first day of classes for the Fall and Spring semesters, the Union will provide the Employer with a list of Union representatives who are not employed by the Employer and who are involved in the administration of this Agreement, and those individuals shall have reasonable access to University facilities for the purpose of administering this Agreement, provided that such access does not interfere with the work duties of any bargaining unit faculty member. The Union shall notify the Employer of any changes to this list within five (5) business days after such change.
2. The Employer shall provide the Union with designated bulletin boards for various work locations for the purpose of informing bargaining unit faculty members of Union meetings, functions, elections and other affairs of the Union. The Employer shall determine the location of such bulletin boards, which must be reasonable in number and location for providing information as set forth above.
3. The Employer shall post on its Faculty Resources and Human Resources web pages a hyperlink to the Union's website, to be provided by the Union, for bargaining unit faculty members to access information about the Union.

**Deleted:** The Union shall have reasonable access to University facilities for the purpose of administering this Agreement, provided that such access does not interfere with the work duties of any bargaining unit faculty member and is requested by the Union and approved in advance through the process set forth in 10.2.1.

#### 10.2 Access for Meetings

1. From time to time, the Union may request the use of certain facilities for the purpose of conducting meetings or other Union related business. Based on availability, the Employer will permit the Union to use certain facilities on campus and access services, catering, and equipment associated with the use of the facilities. In such cases, and where the Union exceeds six meetings in an academic year, the Union will pay all customary fees and charges charged to non-university groups for its use of the facilities, services, and equipment. For the initial six meetings, only the room or facility rental fee will be waived. All other fees shall apply. Facilities, services, and equipment will be reserved in the name of the Union and not in the name of individual bargaining unit faculty members. The Union will comply with university policies regarding the use of university meeting rooms, facilities, services, and catering.

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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.

2. To the extent the Employer conducts a University- or campus-wide in-person orientation for new bargaining unit faculty members covering benefits, policies and expectations, the University will afford the Union an opportunity to meet with bargaining unit faculty members for the final thirty (30) minutes of that orientation for the purpose of discussing membership, dues, dues deductions, authorization cards, and other related topics. To the extent the Employer conducts online orientation for such purposes for new bargaining unit faculty members, the University will, at the conclusion of the online orientation, provide bargaining unit faculty members access to a hyperlink provided by the Union, for the same purposes as described above.

### **10.3 Access to Information**

1. The Union may request no more than once per Fall and Spring semester, and the University shall provide, no later than October 31<sup>st</sup> and February 28<sup>th</sup>, respectively, the following information, if available and/or maintained by the Employer, for all bargaining unit faculty members delivered at no cost to the Union and in a mutually agreeable format:
  - a) Full name;
  - b) Home address and, if different, mailing address;
  - c) Cellular telephone number and, if different, home telephone number;
  - d) Personal email address;
  - e) Campus location (building and room number);
  - f) Date of birth;
  - g) Gender, nationality, ethnic origin, and veteran status;
  - h) Campus, responsibility center, and department of appointment, as applicable;
  - i) Initial date of hire;
  - j) Job type, family, and classification
  - k) Assignment status, assignment category, and effective date;
  - l) Faculty contract begin date and faculty contract end date;
  - m) % of effort;
  - n) Tenure status (tenured, tenure stream, or appointment stream);
  - o) Faculty emeritus status
  - p) Total credit hours assigned per term;

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- q) Salary or hourly rate (or per-credit, per-contact hour, or per-capita rate, as applicable); and
  - r) Total annual earnings for the preceding academic year.
2. The Employer shall notify the Union of approvals and denials of promotion or tenure twice per academic year.
  3. The Employer will provide the Union with a list of newly hired bargaining unit faculty members not contained in the list provided under 10.3.1, by November 15<sup>th</sup>, March 15<sup>th</sup>, and July 15<sup>th</sup> to account for new hires for the Fall and Spring terms and Summer sessions, respectively, that are not in the list produced to the union under 10.3.1.

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