

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

UNITED STEEL, PAPER AND FORESTRY, :
RUBBER, MANUFACTURING, ENERGY, ALLIED :
INDUSTRIAL AND SERVICE WORKERS :
INTERNATIONAL UNION, AFL-CIO-CLC :
: :
: :
: : CASE NO. PERA-C-25-124-W
v. :
: :
THE UNIVERSITY OF PITTSBURGH :

PROPOSED DECISION AND ORDER

On May 22, 2025, the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (Steelworkers or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that the University of Pittsburgh (Pitt, University or Employer) violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA or Act) when, on or about April 30, 2025, it unilaterally changed bargaining-unit members' health care benefits while in a *status quo* period and while the parties were negotiating an initial collective bargaining agreement.

On July 2, 2025, the Secretary of the Board issued a complaint and notice of hearing, assigning the matter to conciliation, and designating September 19, 2025, in Pittsburgh, as the time and place of hearing.

On September 8, 2025, the Union filed an amended charge which specified that the University allegedly unilaterally changed the health care benefits of bargaining-unit employees described as HR partners and investment managers. The amended charge also included more specific allegations on which health care benefits that were allegedly changed.

On September 23, 2025, the Secretary of the Board issued an amended complaint and notice of hearing designating November 7, 2025, in Pittsburgh, as the time and place of hearing.

The hearing was continued by consent of the parties and ultimately held on December 16, 2025, in Pittsburgh, before the undersigned Hearing Examiner, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Union filed a post-hearing brief on March 27, 2026. The University filed a post-hearing brief on May 1, 2026.

The Hearing Examiner, based upon all matters of record, makes the following:

FINDINGS OF FACT

1. The University is a public employer within the meaning of Section 301(1) of PERA. (N.T. 8).

2. The Union is an employe organization within the meaning of Section 301(3) of PERA. The Union is the exclusive representative of a unit of all full-time and regular part-time white-collar nonprofessional employes of the University and a unit of all full-time and regular part-time white-collar professional employes of the University. This bargaining unit is referred to by the parties as the "staff bargaining unit" or "staff bargaining units" depending on context and, similarly, even though there are technically two units (professional and nonprofessional) the parties frequently just refer to one staff bargaining-unit. The parties have agreed that the Union will bargain one collective bargaining agreement covering both staff units and note differences when necessary. (N.T. 8, 59; PERA-R-23-110-W).

3. The Union was certified by the Board on October 7, 2024. (Nisi Order of Certification, PERA-R-23-110-W).

4. Bargaining between the parties on their first collective bargaining agreement began on or about January 10, 2025. The parties had not, by July 2025, agreed on any economic issues including healthcare benefits and agreed that these issues should remain in *status quo*. (N.T. 52-54).

5. After the Union was certified, and concurrent with meetings over the first collective bargaining agreement, the parties agreed to have meetings with the goal of identifying who should be included or excluded in the bargaining unit based on the unit description in PERA-R-23-110-W. These meetings were called the Inclusion-Exclusion Subcommittee and began in March 2025. The parties intended to identify job classifications and agree whether they should be included or excluded and sign a memorandum of agreement at the end of each meeting. The parties never signed a memorandum of agreement on including or excluding any job classifications from the bargaining unit. (N.T. 16-20, 103).

6. At the second Inclusion-Exclusion Subcommittee meeting on March 18, 2025, the University presented to the Union its first list of employes it believed were wrongly included in the bargaining unit based on the voting list. (N.T. 18-25; Union Exhibit 1).

7. The Inclusion-Exclusion Subcommittees met again on April 17, 2025. At this meeting the University produced an updated list of job positions it believed were wrongly included in the bargaining unit based off the voting list. This list is Union Exhibit 2. Page 1 of the list includes "UPP Administrators." Page 2 of the list includes job positions in Public Safety including Police Officers. Page 3 of this list includes what the University calls "investment managers". Page 4 of this list includes what the University calls "HR partners". These lists were presented to the Union by Jeff Gordon, who is University Counsel. (N.T. 26-29; Union Exhibit 2).

8. "Investment managers" and "HR partners" are general terms for groups of job classifications used by the University. Investment managers have the following job classifications as reflected in Union Exhibit 2, page 3: investment director, endowment accounting & operations assistant, endowment financial assistant director, investment director, financial analyst - endowment, operations analyst - endowment, investment manager, investment analyst II, investment

director. HR partners have the following job classifications as reflected in Union Exhibit 2, page 4: program manager, financial operations assistant director, human resources generalist II, administrative assistant II, business administration manager, human resources director. (Union Exhibit 2).

9. The University believes the employees listed as HR partners should not be included in the bargaining unit because these employees are allegedly aware of upper-level human resources strategy determinations made by the University on human resources topics. The University believes the employees listed as investment managers should not be included in the bargaining unit because these employees allegedly are a different group of employees than the other employees in the bargaining unit. (N.T. 99-101).

10. The Inclusion-Exclusion Subcommittee met again on April 25, 2025. At this meeting, Gordon told the Union that the University was very interested in moving forward with the exclusion of UPP Administrators (page 1 of Union Exhibit 2), Public Safety (page 2 of Union Exhibit 2), investment managers (page 3 of Union Exhibit 2), and HR partners (page 4 of Union Exhibit 2). Gordon stated: "As far as any *status quo* obligation was considered, these people would not be represented." In other words, the University would consider the listed employees as not being in any bargaining unit. In response to questions from the Union, Gordon stated: "The University was going to move forward with excluding these groups and that we would agree to disagree." (N.T. 33-36).

11. The University held an Open Enrollment Period for employee benefits on April 30 - May 14, 2025. As part of this Open Enrollment process, the University published a website for employees which described changes to benefits for both non-represented employees and those employees represented by a union under a collective bargaining agreement. (There are other bargaining units at the University represented by unions.) As the University and the Union are in a period of *status quo*, this website did not apply to members of the bargaining unit and the University made no changes to healthcare benefits for bargaining unit members in 2025 except as described immediately below. (N.T. 39-42; Union Exhibits 5, 7).

12. At the beginning of the 2025 Open Enrollment Period in late April or early May 2025, the University sent an email to the employees listed on Union Exhibit 2 including HR partners and investment managers which states in relevant part:

Earlier today you received an email notifying you that our annual benefits Open Enrollment period is about to start.

To allow you to access the correct information for the purposes of Open Enrollment, we are sending you this follow-up email to let you know that **you've been identified as a staff member EXCLUDED from the USW Staff Union bargaining unit.**

You were excluded from the bargaining unit due to your current status as a member of one of the following groups:

- Investment Office
- UPP Dually-employed Clinical Administrators
- Public Safety/Police
- HR Partners

To view the correct Open Enrollment options that apply to you on our Open Enrollment page, click on the tile reading "Non-represented Employees & Represented Employees with a Current Contract".

(N.T. 126; Union Exhibit 17) (emphasis in original).

13. After the Open Enrollment Period in April-May 2025, the University changed healthcare benefits for unrepresented employees and represented employees under collective bargaining agreements for bargaining units different than the bargaining unit in this matter. These changes included: increased deductibles, increased out-of-pocket maximums, increased cost for prescription drug coverages, increased dental premiums, and changes to flexible spending accounts. In addition, and following the email in Finding of Fact 12 above, the University changed the healthcare benefits for employees listed in Union Exhibit 2. For example, Chris Peng, who is listed on Union Exhibit 2, page 3, as an "investment manager" had his healthcare premium per-pay-period increase from \$638.69 on March 1, 2025, to \$682.39 effective July 1, 2025. (N.T. 42; Union Exhibit 8, 16).

DISCUSSION

In its charge and amended charge the Union alleges the University violated Section 1201(a)(1) and (5) of the Act by unilaterally changing bargaining-unit members' healthcare benefits during a *status quo* as the parties negotiated their first collective bargaining agreement. The Union's amended charge specifies that the University changed the healthcare benefits of bargaining-unit member investment managers and HR partners.

It is well settled law that an employer must maintain the *status quo* as to mandatory subjects of bargaining during negotiations for an initial contract with a newly-certified union. Upper Leacock Township, 43 PPER ¶ 72 (Final Order, 2011); Moshannon Valley School District, 41 PPER 81 (Final Order, 2010); Bucks County, 38 PPER 99 (Final Order, 2007), 39 PPER 105 (Court of Common Pleas of Bucks County, 2008); Lebanon County, 30 PPER ¶30002 (Final Order, 1998); Lawrence County Housing Authority, 5 PPER 39 (Final Order, 1974).

It is also well settled law that fringe benefits such as healthcare benefits are mandatory subjects of bargaining under Section 701 of the Act, 43 P.S. § 1101.701, and unilateral changes to healthcare benefits will be found to be an unfair practice. Bucks County, supra.; Douglas Township, 36 PPER 160 (Final Order, 2005).

Under Section 604 of the Act, 43 P.S. § 1101.604, it is the duty of the Pennsylvania Labor Relations Board to determine the

appropriateness of a bargaining unit. Ermel v. Department of Transportation, 470 A.2d 1061 (1984); Richland Education Association v. Pennsylvania Labor Relations Board, 403 A.2d 1008 (1979). The Board has exclusive jurisdiction over the issues determining the appropriateness of units and determining which positions should be included in or excluded from bargaining units. Richland, supra. Employers may not unilaterally remove job classifications from a certified bargaining unit and must file a petition for unit clarification because only the Board has the power to determine the appropriateness of a bargaining unit. Community College of Beaver County v. PLRB, 24 PPER ¶ 24110 (Beaver County Court of Common Pleas, 1992); Manchester Ambulance Club, 32 PPER ¶ 32039 (Final Order, 2001) ("An employer, as an interested party, cannot usurp the authority and the role of the Board in defining the bargaining unit.")

Moving to this matter, the record shows that, during meetings with the Union, the University identified four general sets of employees (Union Exhibit 2) that were part of the bargaining-unit based on the voting list and that the University wanted to exclude. With respect to the exclusion of the first two groups in Union Exhibit 2, the "UPP Dually-employed Clinical Administrators" and "Public Safety/Police job classifications", the Union acquiesced and these job classifications are, therefore, not relevant to this matter. However, with respect to the employees grouped under the general listings of "HR partner" and "investment manager", the Union did not agree with the University that these job classifications should be excluded. Nevertheless, the University declared these job classifications to be excluded. The record shows that University Counsel stated: "As far as any *status quo* obligation was considered, these people would not be represented." Then, in response to questions from the Union, University Counsel stated: "The University was going to move forward with excluding these groups and that we would agree to disagree." Then, soon after, in an email to the employees listed in the general HR partner and investment manager groups, the University stated: "**you've been identified as a staff member EXCLUDED from the USW Staff Union bargaining unit.**" The justifications for the University's actions or its beliefs as to why these employees should be excluded are immaterial as it lacks any authority to unilaterally remove job classifications from bargaining units. Manchester Ambulance Club, supra. If the University wants to remove job classifications from the bargaining unit, it must file a petition for unit clarification with the Board. The University did not do so. Therefore, the University Counsel's declarations and the University email to employees stating that those employees were excluded from the Union bargaining unit are nullities: they have no effect. These job classifications were still in the bargaining unit after the University's statements.

Since the job classifications grouped under the HR partners and investment manager categories remained in the bargaining unit after the University's statements that they were excluded, it is clear the University committed an unfair practice when it unilaterally changed their healthcare benefits in a *status quo* period. Moshannon Valley School District, supra. Once the Board certifies an exclusive representative for a bargaining unit, an employer is obligated to bargain before it changes any of the terms and conditions of employment for the employees in the unit. Id.; Lawrence County Housing Authority, supra. The record demonstrates that the employees in the HR partner and

investment manager groupings received an email from the University in early May 2025 stating that they had been excluded from the bargaining unit and, thereafter, the record shows that their healthcare benefits were changed by the University.

The University argues in its brief at 5-7 that the Union's charge was procedurally deficient and should be dismissed. I have reviewed the Union's charge and amended charge and they are more than sufficient to meet any notice standard. The Union's original charge alleges the University violated Section 1201(a)(1) and (5) when "on or about April 30, 2025. . . [the University] failed to bargain." The Union went on to specify that the University: "announced unilateral changes to employe benefits including medical, dental, and flexible spending accounts benefits for bargaining unit employes while negotiations for the first contract are ongoing, in violation of [the University's] status quo obligations." This charge is more than sufficient to put the University on notice about the unfair practice that was litigated at the hearing and that is discussed in this Proposed Decision and Order. The Union then amended its charge to more fully specify that it was referring to the University unilaterally changing the benefits of the bargaining-unit member investment managers and HR partners. Again, this is more than sufficient. The hearing and this Proposed Decision and Order covered that exact topic.

The University argues in its Brief at 7-12 that the Union's amended charge should be barred because it is untimely. The amended charge was filed on September 8, 2025. However, since the amended charge does not raise any new cause of action, but merely adds more detail to the original charge, it is not time-barred since the original charge was clearly filed within the four months required by Section 1505 of the Act. 43 P.S. § 1101.1505, The original charge was filed on May 22, 2025 and alleged that actions which occurred in April and May, 2025 were an unfair practice. This is clearly within the four-month period found in Section 1505.

The University goes on to argue that the Union alleged a time-barred new cause of action in the amended charge regarding a unilateral exclusion of bargaining unit members. The amended charge does not raise a new cause of action. The University's ineffective attempt to unilaterally remove bargaining unit members is part of the factual background of the University's unilateral change to mandatory subjects of bargaining in the *status quo* and is not, on its own, a cause of action in the context of this case. The University's unilateral change to mandatory subjects of bargaining in the *status quo* is what the Union charged in this matter and is what this case is about.

For the above reasons the University has violated Section 1201(a)(1) and (5) of the Act.

CONCLUSIONS

The Hearing Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds:

1. The University is a public employer within the meaning of Section 301(1) of PERA.

2. The Union is an employe organization within the meaning of Section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The University has committed unfair practices in violation of Section 1201(a) (1) and (5) of PERA.

ORDER

In view of the foregoing and in order to effectuate the policies of the Act, the Hearing Examiner

HEREBY ORDERS AND DIRECTS

that the University shall:

1. Cease and desist from interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of the Act.

2. Cease and desist from refusing to bargain collectively in good faith with the employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.

3. Take the following affirmative action which the Hearing Examiner finds necessary to effectuate the policies of the Act:

(a) Immediately rescind the unilateral changes to healthcare benefits for bargaining-unit employes which occurred after May 1, 2025, restore the *status quo ante* as it existed before May 1, 2025, and make whole any and all affected bargaining-unit employes for any losses sustained as result thereof, together with six percent (6%) *per annum* interest;

(b) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to the bargaining unit employes and have the same remain so posted for a period of ten (10) consecutive days;

(c) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance; and

(d) Serve a copy of the attached Affidavit of Compliance upon the Union.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this
twenty-seventh day of May, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

A handwritten signature in black ink, appearing to read "Stephen A. Helmerich". The signature is written in a cursive style with a large initial "S".

STEPHEN A. HELMERICH, Hearing Examiner

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AFFIDAVIT OF COMPLIANCE

The University of Pittsburgh hereby certifies that it has ceased and desisted from its violation of Section 1201(a)(1) and (5) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein; that it immediately rescinded the unilateral changes to healthcare benefits for bargaining-unit employes which occurred after May 1, 2025, restored the *status quo ante* as it existed before May 1, 2025, and made whole any and all affected bargaining-unit employes for any losses sustained as result thereof, together with six percent (6%) *per annum* interest; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

Signature

Title

Date

SWORN AND SUBSCRIBED TO before me
the day and year first aforesaid.

Signature of Notary Public