

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-25-123-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 (USW, 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 Employe Relations Act (PERA or Act) by emailing bargaining-unit members a survey which included topics covering mandatory subjects of bargaining. The Union also alleged that the University committed an independent violation of Section 1201(a)(1) by including questions about Union activity in a survey emailed to bargaining-unit members.

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.

The hearing was continued with the consent of the parties and ultimately held on December 15, 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. A second day of hearing was held on December 16, 2025. The Union filed a post-hearing brief on February 4, 2026. The University filed a post-hearing brief on March 13, 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. 7).
2. The Union is an employe organization within the meaning of Section 301(3) of PERA. The Union is the exclusive bargaining agent of a unit of non-professional full-time and regular part-time white-collar staff employes and a unit of professional full-time and regular part-time white-collar staff employes of the University not including blue-collar employes, faculty, graduate student employes, police, and other certified and grandfathered units. (N.T. 7, 65-66; PERA-R-23-110-W).

3. At the time of the hearing, the Union and the University still had not agreed on a collective bargaining agreement for the staff unit. At all times relevant to this matter, the parties were in the middle of negotiating the first collective bargaining agreement between the parties. (N.T. 15, 41).

4. Matthew Nader is a Union Staff Representative who is assigned to the bargaining unit. (N.T. 14).

5. On February 4, 2025, Thomas A. Smock, Esq., counsel for the University, sent Union leadership, including Nader, an email which states in relevant part:

Subject: . . . Employee Engagement Email to USW

. . .

In the spirit of collaboration, the University is providing the Union with advance notice of its intent to disseminate the Faculty and Employee Engagement survey to all employees, including those in the bargaining unit, in March 2025. As bargaining unit employees will receive the survey, the University wanted to be transparent and allow the Union to review it before the official release.

The purpose of the survey is to recognize this is a transformational time for the University as it embarks on implementing its Reimagined Plan for Pitt - the first metrics-driven strategic plan. With the specific goal of being an employer of choice, [the University has] prioritized having a current baseline understanding of employee engagement at Pitt . . . .

. . . . The data and benchmark comparisons provided by Modern Think (the vendor responsible for the survey) will inform the HR dashboard and guide the work of evolving the HR business-partner model. . . .

. . . [T]he University plans to release the survey in March 2025. As such, I have attached the survey to this email for your review. . . .

(N.T. 16; Union Exhibit 1).

6. The above email attached a draft survey titled "ModernThink Higher Education Insight Survey - Full Survey by Theme - 2024" (the ModernThink Survey). The draft ModernThink Survey states in relevant part:

Benefits Satisfaction

Instructions:

Please rate your satisfaction with the following benefits and programs, using the following satisfaction scale: Very Satisfied, Satisfied, Neutral, Dissatisfied, Very Dissatisfied, Not Applicable. . . .

Health Care and Other Benefits

1. Medical Insurance
2. Dental Insurance
3. Vision Insurance
4. Short-term Disability Benefits
5. Long-Term Disability Benefits
6. Life Insurance
7. Vacation/PTO
8. 403b/401k
9. Tuition reimbursement/remission for employees
10. Tuition reimbursement/remission for family members
11. Maternity Leave Policy
12. Paternity Leave Policy
13. Overall Satisfaction with Benefits

General Satisfaction

14. Professional/Career Development Programs
15. Physical Work Space Conditions
16. Work/Life Balance Programs
17. Flexible Work Arrangements . . . .
18. Wellness Programs
19. Employee Recognition Programs
20. Employee Activities . . . .

Open-ended Questions

Instructions:

For each question below, please share your thoughts and opinions as candidly as possible. .

. .

1. What do you appreciate most about working at this institution?
2. What would make this institution a better place to work?

(N.T. 17-19; Union Exhibit 2).

7. After reviewing the draft ModernThink Survey, the Union determined it was not appropriate because it was, in the Union's opinion, direct dealing with its bargaining-unit members and soliciting information about mandatory subjects of bargaining which would give the Employer insight into what issues were important or not important for bargaining-unit members. (N.T. 19).

8. On February 7, 2025, Dr. Robin Sowards, who is also a staff representative for the Union, sent Attorney Smock an email which states in relevant part:

Subject: . . . Employee Engagement Email to USW

. . .

We appreciate the notice that you have provided. This survey does, however, raise serious concerns for us.

To the extent that the subject matter about which this survey instrument inquires includes mandatory subjects of bargaining under PERA Section 701, the Union's position is that circulating this survey to anyone in the four bargaining units we represent would be an unlawful solicitation of input. The Union does not agree to any such solicitation of input. . .

We understand the [University's] desire to obtain baseline information with which it can assess the impacts on employee satisfaction of carrying out its strategic plan. But we would remind the [University] that these four employee groups have an exclusive representative, the Union, through which such information is to be conveyed. . . .

(N.T. 20; Union Exhibit 3).

9. Attorney Smock responded by email to Sowards and asked what parts of the draft ModernThink Survey, in particular, the Union objected to. Nader, on February 11, 2025, responded to Attorney Smock with an email that states in part:

The [draft ModernThink Survey] contains four main sections. "Statements," a list of sixty statements that . . . respondents are asked to indicate their agreement or disagreement; "Benefits Satisfaction," a list of employer-provided benefits and programs with which respondents are asked to rate their satisfaction; "Open-ended Questions" in which respondents are asked to write responses to the questions "what do you appreciate most about working at this institution" and "what would make this institution a better place to work"; and "Demographics," which asks for factual information about respondents and their workplaces.

The Union does not object to "Demographics." The Union objects to "Benefits Satisfaction" and "Open-ended Questions" in their entirety. . . .

(N.T. 21; Union Exhibits 5,6).

10. On March 18, 2025, Attorney Smock sent Nader an email which states in relevant part:

. . . We have removed several of the questions and sections and revised several others based on your feedback and our own review of the survey.

We are now able to finalize and send the survey and wanted to give you a heads up. The survey will be rolled out on March 31, 2025 [and is] officially titled "2025 Pitt Workplace Survey".

. . .

(N.T. 22; Union Exhibit 6).

11. On March 27, 2025, Attorney Smock sent Nader the final version of the ModernThink Survey. This version was sent to bargaining-unit members via their Pitt email. This final version of the ModernThink Survey states in relevant part:

Benefits Satisfaction

Instructions:

Please rate your awareness of the following benefits and programs. . . . Extremely Aware, Moderately Aware, Not At All Aware

1. Medical Insurance
2. Dental Insurance
3. Vision Insurance
4. Short-term Disability Benefits
5. Long-Term Disability Benefits
6. Life Insurance
7. Vacation/PTO
8. 403b/401k
9. Tuition reimbursement/remission for employees
10. Tuition reimbursement/remission for family members
11. Parental Leave
12. Overall Awareness of Benefits
13. Professional/Career Development Programs
14. Work/Life Balance Programs
15. Flexible Work Arrangements . . .
16. Wellness Programs
17. Employee Recognition Programs
18. Employee Activities . . . .

Open-ended Questions

Instructions:

For each question below, please share your thoughts and opinions as candidly as possible. .

. .

1. What do you appreciate most about working at this institution?
2. What would make this institution a better place to work?

. . .

2. The main reason(s) I would consider leaving this institution are (select up to 3)
- Better work flexibility (e.g., flex scheduling, telecommuting)
  - Childcare
  - Commute
  - Culture
  - job expectations
  - Lack of career opportunity
  - Pay/salary
  - Relationship with supervisor
  - Relocation/move
  - Work life balance
  - Working conditions
  - Workload
  - Retirement
  - Other. . . .

(N.T. 28-29, 70-73; Union Exhibit 10).

12. Upon its review of the final survey, the Union believed the ModernThink Survey was inappropriate because by asking bargaining-unit members about their awareness of an issue, the University was asking, by proxy, how important an issue was to bargaining-unit members because, in the Union's opinion, if a member is not aware of a benefit, they do not particularly care about the benefit. The Union also believed the new section asking bargaining-unit members why they would consider leaving their job to be inappropriate because the answers would tell the University what bargaining-unit members believed about mandatory subjects of bargaining which is, in the Union's opinion, direct dealing. (N.T. 29-31).

13. On or about April 2025, the University, without the consent or knowledge of the Union, sent another survey to bargaining unit members. This survey is titled "2025 DOM Pitt Staff Satisfaction Survey" (DOM Survey). DOM stands for Department of Medicine. (N.T. 36-37, 48; Union Exhibit 13).

14. The Union first learned that the DOM Survey went out to bargaining unit members about a week or two after it was sent out but did not know its complete content. After the DOM Survey had been released to bargaining-unit members, a member sent Nathan Kilbert, Esq., counsel for the Union, screen shots of three questions on the DOM Survey which informed certain language used in the Charge. The Union first saw the entire DOM Survey when it was disclosed to the Union by the University in response to a subpoena in November 2025. (N.T. 49-52).

15. The DOM Survey requests DOM staff to indicate whether they "Strongly Agree", "Disagree", "Neutral", "Agree" or "Strongly Disagree" with a series of statements regarding their work experience. Relevant to this matter, the DOM survey asked bargaining-unit members to respond to the following statements:

- "How satisfied are you with your current salary in relation to your role, responsibilities, and performance?"

- "I feel I was adequately informed and prepared to make a decision regarding the Union vote."
- "I am aware of my eligibility to join the Union."

(Union Exhibit 13).

16. The office of the Chair of the Department of Medicine sent repeated follow-up emails to staff members including bargaining-unit members to urge them to participate in the DOM survey. Each message emphasized that "as a Pitt employee, we would like your feedback regarding how satisfied you are with your job" and explained that "[y]our feedback will shape our policies and activities." (Union Exhibit 15).

### **DISCUSSION**

The Union argues that the University's survey questions regarding mandatory subjects of bargaining bypassed and undermined the Union in violation of Section 1201(a) (1) and (5) of the Act. Union's Brief at 7-11. The Union also argues that the DOM Survey unlawfully interrogated employees regarding their Union activity and violated Section 1201(a) (1). Union's Brief at 13-17.

As an initial matter, the University argues that, with respect to the DOM Survey, that "the Union's charge lacked the factual specificity required under 34 Pa. Code § 95.31(b) (3), depriving the University of adequate notice of any allegation relating to the [DOM Survey]." The University asserts "any allegations involving the [DOM Survey] are barred."

34 Pa. Code § 95.31 (b) (3) states: "A clear and concise statement of the facts constituting the alleged unfair practice, including the names of the individuals involved in the alleged unfair practice, the time, place of occurrence and nature of each particular act alleged, and reference to the specific provisions of the act alleged to have been violated." The Board has a liberal pleading requirement. Youngwood Borough Police Department, 17 PPER 17039 (Order Directing Remand, 1986). The Board is an administrative agency and this is an administrative proceeding. Administrative agency proceedings have never been held to the high standards of the lawsuit filed in a court of law. Pittsburgh Press Co. v. Pittsburgh Comm'n on Hum. Rels., 4 Pa. Cmwlth. 448 (1972), aff'd, 413 U.S. 376 (1973). While a pleading may not be exact in the required particulars, they may still be adequate to put a respondent on notice of the issues. On this topic, the United States Supreme Court has held:

It is sufficient if the language used is capable of an interpretation which reveals such essentials. Lack of precision is not itself offensive to the requirement of due process. The Constitution does not require impossible standards; all that is required is that the language conveys sufficient definite warning as to the prescribed conduct when measured by common understanding and practices.

Roth v. United States, 354 U.S. 476 (1957).

With the above in mind, the Union's charge states "Another version of the survey directly asked employees how satisfied they were with their current salary. . . . Some employees in the staff bargaining units received a version of the survey that asked them to indicate agreement or disagreement with the following statements: "I feel I was adequately informed and prepared to make a decision regarding the Union vote;" and "I am aware of my eligibility to join the union.""

The record shows that the Union knew of the DOM Survey about a week or two after it was sent out but did not know its complete content. After the DOM Survey had been released to bargaining-unit members, a member sent Union Attorney Kilbert screen shots of three questions on the DOM Survey which informed the above language used in the charge.

Reviewing the above, the charge includes direct language from the DOM Survey which is more than adequate to put the University on notice that the DOM Survey is part of the Union's charge. The fact that, at the time the Union filed the charge, it believed the DOM Survey was another version of the ModernThink Survey is not sufficient to make the charge so vague as to not meet the Board's notice pleading standard. Indeed, the record shows that the entire DOM Survey was produced to the Union by the University in November 2025 which was before the hearing. At that point, the fact that the Union was complaining about the DOM survey was crystalized for the University. The University cannot credibly claim it did not have adequate notice that the DOM Survey is part of the dispute in this matter.

Moving on to the merits of the Union's charge, the law is well-established that an employer is not precluded from communicating, in non-coercive terms, with employes during negotiations as long as such communications are not an attempt to negotiate directly with bargaining unit members. Chester County Intermediate Unit No 24 Education Association, PSEA/NEA v. Chester County Intermediate Unit No 24, 35 PPER 110 (Final Order, 2004). An employer's communications, however, may not include actual or veiled threats of reprisal, promises of benefits directed to the employes, or constitute an attempt to circumvent the employes' bargaining representative and negotiate directly with employes. PLRB v. Williamsport School District, 6 PPER 57 (Nisi Decision and Order, 1975). An employer's threats, coercion, and direct dealing with employes to circumvent the employe representative are unfair practices under Section 1201(a)(1) and (5) of PERA. E.g. AFSCME, Local Union No. 1971 v. Philadelphia Office of Housing and Community Development, 31 PPER ¶ 31055 (Final Order, 2000).

In Philadelphia Office of Housing and Community Development, supra, the Board held:

The nature and extent of a union's representation of bargaining unit employes is further explained by Section 606, which provides that "[r]epresentatives selected by public employes in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employes in such unit to bargain on wages,

hours, terms and conditions of employment." 43 P.S. § 1101.606 (emphasis added). Therefore, PERA statutorily mandates that an employer's bargaining obligation is with the duly elected, certified union and its negotiating officials, not directly with the employes, either collectively or individually. The exclusivity provision of Section 606 is necessary to ensure the proper functioning of the collective bargaining process.

31 PPER ¶ 31055. Finally, with respect to charges of direct dealing, the Board has held:

To afford public employes the full benefit and protection of the collective bargaining rights guaranteed to them by the Act, it is necessary to insulate them from any efforts by the public employer, direct or indirect, to undercut the authority of the employes' duly selected representative, or fragment the unity of the bargaining unit. Any such action by the public employer is considered to be an unfair practice.

Northern Bedford School District, 7 PPER 194 (Nisi Decision and Order, 1976).

My review of the Board's decisions and relevant Pennsylvania court decisions does not reveal any cases directly on point of a survey made en masse to bargaining-unit members by a public employer during negotiation of a collective bargaining agreement. The parties point to National Labor Relations Board decisions in their respective briefs. I have reviewed the cited National Labor Relations Board decisions and I do not believe it proper to rely on them in this matter because existing Board precedent is sufficient to reach a decision.

Moving to this case, the record shows the University sent two surveys to bargaining-unit members during negotiations for the first collective bargaining agreement between the parties. It is also clear on the record that the University acted unilaterally and the Union did not agree to either survey. The first survey, the 2025 Pitt Workplace Study (or ModernThink Survey), asked bargaining-unit members to indicate their "awareness" of a vast range of mandatory subjects of bargaining such as, in summary, medical insurance, vacation time, and tuition reimbursement. The ModernThink Survey also asked "open-ended questions" soliciting the bargaining-unit members' opinion about "What do you appreciate most about working at this institution?" and "What would make this institution a better place to work?" The ModernThink Survey also asks bargaining-unit members to indicate over which mandatory subject of bargaining they would "consider leaving this institution."

This ModernThink Survey is a plain and overt violation of the Act. The answers to the survey allow the University to inferentially judge the degree of support, or lack thereof, that bargaining-unit members have for a vast range of mandatory subjects of bargaining while the parties are at the table negotiating the first collective

bargaining agreement. The University is thus directly dealing with bargaining-unit members by asking them their opinions on topics that are concurrently being bargained. The University's direct dealing erodes the Union's exclusive authority as negotiator on behalf of the bargaining-unit members to establish what mandatory subjects of bargaining are important to the bargaining-unit members. Northern Bedford School District, supra; Philadelphia Office of Housing and Community Development, supra.

The University's direct dealing also weakens the Union's exclusive authority to discover, with respect to the bargaining-unit members, the relative importance of mandatory subjects of bargaining compared to each other and where, in the course of bargaining with the employer, compromise may be made with respect to competing mandatory subjects of bargaining. Thus, the ModernThink Survey "undercut[s] the authority of the employees' duly selected representative" as the exclusive bargaining agent of the bargaining-unit members and is an unfair practice. Northern Bedford School District, supra; Philadelphia Office of Housing and Community Development, supra. If, during negotiations, the University wants to know what bargaining-unit members think about mandatory subjects of bargaining and what relative importance they place on one mandatory subject of bargaining compared to another, the University must ask the Union and may not directly deal with bargaining-unit members on these topics through mass surveys. The discovery of what topics are important in bargaining is a core part of negotiations and must be conducted with the Union.

The same reasoning applied to the ModernThink Survey above also applies to the DOM Survey which requests bargaining-unit members to reveal to the University their opinions on salary, which is a mandatory subject of bargaining. The DOM Survey includes the question: "How satisfied are you with your current salary in relation to your role, responsibilities, and performance?" Such an inquiry into the bargaining-unit members' opinions about their salary during negotiations of a collective bargaining agreement is obvious and overt direct dealing and a violation of the Act. If the University wants to know what bargaining-unit members think about their salary during negotiations, it must ask the exclusive negotiator of the bargaining-unit members: the Union. Philadelphia Office of Housing and Community Development, supra,

The DOM Survey also asked bargaining-unit members to reveal their opinions about unionization. The DOM Survey asked bargaining-unit members to respond to the statements "I feel I was adequately informed and prepared to make a decision regarding the Union vote" and "I am aware of my eligibility to join the Union." These questions are improper and a violation of the Act as they "undercut the authority of the employees' duly selected representative, or fragment the unity of the bargaining unit." Northern Bedford School District, supra. These questions, made relatively soon after the election and during the negotiations of the first collective bargaining agreement between the parties, undercut the authority of the Union and fragment the unity of the bargaining unit by implying that bargaining-unit members were not "adequately informed and prepared" to vote before the election. Such a question would create a question in a reasonable employee's mind as to the legitimacy of the election and the Union and directly undermine the solidarity of the bargaining-unit members during the crucial

negotiations of the first collective bargaining agreement. This plainly undermines the Union.

The question "I am aware of my eligibility to join the Union" does not directly imply that the election and Union have suspect legitimacy, but is, however, also improper as the answers to the question by bargaining-unit members allow the Employer to directly infer the strength of support for the Union among bargaining-unit members, which, during the negotiation of the first collective bargaining agreement, violates the Union's exclusive role as negotiator on behalf of the bargaining-unit members. It is not proper for the employer to survey the strength of support among bargaining-unit members for the Union during negotiations of a collective bargaining agreement.

In its defense, the University in its Brief at 13 cites Fraternal Order of Police Washington Lodge No. 17 v. City of Easton, 53 PPER ¶ 24 (Proposed Decision and Order, 2021), for the proposition that its surveys were not unfair practices because they merely sought information. The University argues in its Brief at 13: "A survey that merely gathers information - even on a mandatory bargaining subject - does not constitute bargaining directly with employees." In City of Easton, the City employer was facing budget constraints, and the non-bargaining-unit Chief of Police spoke to approximately eighteen bargaining-unit officers if the early retirement was something in which they would be interested. The Chief received different answers and reflected the numbers in a report that he submitted to City management. I find City of Easton to be distinguishable from the facts of this matter because, in this matter, the University sent its surveys regarding mandatory subjects of bargaining during the negotiations of the parties' first collective bargaining agreement. No similar facts are on the record in City of Easton. The fact that the University sent its two surveys en masse during ongoing contract bargaining directly undercuts the Union's authority as exclusive negotiator on behalf of the bargaining-unit employees in a manner not present on the facts in City of Easton.

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

The Union also argues that the DOM Survey questions "I feel I was adequately informed and prepared to make a decision regarding the Union vote" and "I am aware of my eligibility to join the Union" were unlawful interrogations of bargaining-unit members and an independent violation of Section 1201(a)(1) of the Act. Here, again, the parties cite National Labor Relations Board decisions in their respective briefs. I do not believe it is necessary or proper to follow these National Board decisions as Board precedent is adequate to decide this matter. The Board has held that an independent violation of Section 1201(a)(1) will be found if the actions of the employer, in light of the totality of the circumstances in which the particular act occurred, tend to be coercive, regardless of whether employees have been shown in fact to have been coerced. Bellefonte Area School District, 36 PPER 135 (Proposed Decision and Order, 2005) (citing Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985)). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 1201(a)(1). Northwestern School

District, supra. However, an employer does not violate Section 1201(a) (1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employe rights. Dospoy v. Harmony Area School District, 41 PPER 150 (Proposed Decision and Order, 2010) (citing Ringgold Education Ass'n v. Ringgold School District, 26 PPER ¶ 26155 (Final Order, 1995)).

As I have found above that the questions: "I feel I was adequately informed and prepared to make a decision regarding the Union vote" and "I am aware of my eligibility to join the Union" were violations of Section 1201(a) (1) and (5), I have already found that they were derivative violations of Section 1201(a) (1) and it is not necessary to additionally determine if they are also independent violations of Section 1201(a) (1). Montgomery County Community College, 15 PPER ¶ 15038 (Final Order, 1984) ("The violation of the specific section is sufficient to violate the general (a) (1) section.") Regardless, on this record, the two questions regarding Union activity in the DOM Survey are also an independent violation of Section 1201(a) (1). I find these questions to be coercive. These questions concern a public employe's core rights to join and participate in a union. These rights are guaranteed under PERA.<sup>1</sup> I find that a reasonable employe would be coerced against participating in these protected activities when presented the above questions by their employer. The questions give the appearance that the employer is monitoring or surveilling their union activity which, to a reasonable employe, would create the concern that any union activity may lead to retaliation from the employer. The fact that the DOM survey purports to be anonymous is not enough to allay said reasonable concerns, as a reasonable employe may consider that the employer may not honor such anonymity. The University, on this record, has not presented any credibly legitimate reason for the above two questions on Union activity in the DOM Survey. Thus, the University has committed an independent violation of Section 1201(a) (1).

As for a remedy for the above violations of PERA, the University will be ordered to cease and desist from violating the Act. In addition, if the parties are still bargaining over their first collective bargaining agreement, I must address the fact that the University has unlawfully received information about bargaining-unit members' opinions on mandatory subjects of bargaining through direct

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<sup>1</sup> Section 401 of the Act states:

It shall be lawful for public employes to organize, form, join or assist in employe organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice and such employes shall also have the right to refrain from any or all such activities, except as may be require pursuant to a maintenance of membership provision in a collective bargaining agreement.

dealing and has, therefore, received an unfair advantage in its ongoing negotiations with the Union over the collective bargaining agreement. It is not practical at this point to order the University to retract the two surveys. It is also not practical to order the University to ignore any information about mandatory subjects of bargaining it learned from the two surveys of bargaining-unit members. Therefore, instead, I will order the University to disclose the results of the ModernThink Survey and DOM Survey to the Union with respect to mandatory subjects of bargaining. To the extent the University has any reasonable concerns about confidentiality in the results in the two surveys, it shall directly negotiate with the Union to determine an alternative method or form of disclosure of the two surveys' results with respect to mandatory subjects of bargaining. Such disclosure shall meliorate the harm created by the University's unfair practices.

### **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.
5. The University has committed unfair practices in violation of Section 1201(a)(1) 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:
  - (a) If bargaining over the first collective bargaining agreement is ongoing, immediately disclose to the Union the results of the ModernThink Survey and DOM Survey with respect to mandatory

subjects of bargaining in a manner consistent with this Proposed Decision and Order;

(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 employees 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 thirty-first day of March, 2025.

**PENNSYLVANIA LABOR RELATIONS BOARD**

  
STEPHEN A. HELMERICH, Hearing Examiner

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-25-123-W  
:  
v. :  
:  
THE UNIVERSITY OF PITTSBURGH :

**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, if bargaining over the first collective bargaining agreement is ongoing, it immediately disclosed to the Union the results of the ModernThink Survey and DOM Survey with respect to mandatory subjects of bargaining in a manner consistent with this Proposed Decision and Order; 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