

University Counterproposal

January 13, 2026

Hours of Work (Staff)

1. **Work Hours and Scheduling.** ~~Standard Normal~~ University business hours are 8:30 a.m. to 5 p.m., Monday through Friday. ~~Departments may establish alternate schedules or require additional hours as necessary or to meet operational needs. Departmental administrators may vary these schedules to accommodate operational needs. In all cases, the hours worked per week (excluding lunch and break time) should total 37.5 for full time bargaining unit employees, or the reduced number of hours based on % FTE for part time bargaining unit employees.~~ **Standard Normal** University business hours are 8:30 a.m. to 5 p.m., Monday through Friday. **Departments may establish alternate schedules or require additional hours as necessary or to meet operational needs.** ~~Departmental administrators may vary these schedules to accommodate operational needs. In all cases, the hours worked per week (excluding lunch and break time) should total 37.5 for full time bargaining unit employees, or the reduced number of hours based on % FTE for part time bargaining unit employees.~~
2. **Notice of Scheduling Changes.**
 - 2.1. For the purposes of this Agreement, a “schedule change” shall mean a change in the days of work, hours of work, shift, or any other deviation from a bargaining unit employee’s typical work routine.
 - 2.2. If the Employer ~~wishes to~~ **implements** ~~introduce~~ a new schedule on a permanent basis, **the employee’s supervisor will strive to provide** the bargaining unit employee ~~shall be provided~~ with written notice of the change at least ~~60~~ **30** calendar days prior to the start of the new schedule. ~~The bargaining unit employee may agree, in writing, to accept the schedule change sooner.~~
 - 2.3. If the Employer ~~requests~~ **implements** a temporary or occasional schedule change, **the employee’s supervisor will strive to provide** the bargaining unit employee ~~shall be provided~~ written notice of the change **in advance at least 30 calendar days prior to the start** of the new schedule, ~~whenever practicable.~~
 - ~~2.4. A bargaining unit employee who does not receive notice of a schedule change as set forth above shall be entitled to work their normal schedule. A bargaining unit employee shall not be disciplined or discharged for refusing scheduling changes without the required notice, but may voluntarily waive notice and agree to the rescheduling.~~
 - 2.4. The Employer shall **consider** ~~give reasonable consideration to~~ suggestions made by bargaining unit employees regarding ways that the work objectives of their department or unit might be achieved as efficiently without the need to impose a schedule change.

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.

2.5. An employee may request a temporary or permanent schedule change may be initiated by the Employer or the bargaining unit employee, subject to the supervisor's approval. In such cases, the employee will work a standard workweek but with start and end times that differ from their regularly scheduled workday. Such a Flex Workday may include a split schedule where an employee works a full workday in two or more periods (e.g., 9 AM-12 PM and 3 PM-7:30 PM). Following a bargaining unit employee's request for a temporary or permanent schedule change, the Employer shall approve or deny the request in writing within 30 calendar days of receipt.

~~3. **Shift Work.** Bargaining unit employees who are scheduled to work one shift shall not be scheduled to work two different shifts during the same calendar week, absent the bargaining unit employee's consent.~~

~~4. **Overtime & Compensatory Time for Non-Exempt Bargaining Unit Staff.**~~

~~4.1. Non-exempt bargaining unit employees will be responsible for completing the essential tasks required of their position, which are those listed in their position description. The assigned duties must be such that they can be reasonably expected to be completed during the regularly scheduled 37.5 hours/week, or a reduced number of hours based on % FTE for part-time bargaining unit employees.~~

~~4.2. Additional work duties that extend beyond a bargaining unit employee's normally scheduled hours of work may be assigned only with the consent of the bargaining unit employee.~~

~~4.2.1. For hours worked beyond the regular schedule and up to 40 hours/week, the Employer must provide either pay at the bargaining unit employee's regular hourly rate, or compensatory time equal to the additional hours worked, whichever the bargaining unit employee chooses.~~

~~4.2.2. For all hours worked beyond 40 in a particular workweek, the bargaining unit employee shall be paid overtime at 1.5 times their regular rate on the pay date for the pay period in which it was submitted.~~

~~4.3. Compensatory time earned shall not exceed 150 hours. Bargaining unit employees can bank these hours for future use as paid time off. Compensatory time shall be paid out if it is accrued in excess of 150 hours, if it remains unused for one year, and upon termination or transfer to another position.~~

~~4.4. When a non-exempt bargaining unit employee is required to work hours outside of their regularly scheduled workday or workweek, the Employer will not avoid paying overtime by reducing the bargaining unit employee's hours of work within the same workday or workweek unless the bargaining unit employee agrees to the reduction in writing.~~

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~~4.5. If a bargaining unit employee is expected to work overtime for more than half of the workweeks in any given three-month period, they may submit a written request for review of their position to their supervisor.~~

~~5. Exempt Employees.~~

~~5.1. Exempt bargaining unit employees may be expected to work more than 37.5 hours/week occasionally to meet a specific deadline, goal, or operational need of which the employee is given advance notice in writing.~~

~~5.2. If an exempt bargaining unit employee is expected to work more than 40 hours/week for more than half of the workweeks in any given three-month period, the bargaining unit employee may submit a written request for review of their position to their supervisor.~~

~~6. Position Review. For both exempt and non-exempt bargaining unit employees, disputes over duties in relation to hours of work shall be reviewed by a committee consisting of the bargaining unit employee, their supervisor, a Union representative, a Human Resources representative, and no fewer than one and no more than three staff members who hold similar positions, with the specific individuals proposed by the Union but subject to mutual agreement between the parties. The committee will compare the bargaining unit employee's position description to a list of the duties that are expected to be completed in a regular workweek, and the committee shall determine if the assigned duties are reasonable and aligned with the position description.~~

~~6.1. If the committee determines by majority vote that the assigned duties are reasonable and aligned with the position description, the bargaining unit employee and their supervisor will work together to identify ways to improve efficiency and productivity.~~

~~6.2. Otherwise, the bargaining unit employee will be granted their choice of the following options:~~

~~6.2.1. A salary increase of no less than 5% to compensate for the additional expectations, or~~

~~6.2.2. A reclassification into a different position that better aligns with the expected job duties and a concomitant salary increase of no less than 5%, or~~

~~6.2.3. An adjustment of assigned duties such that there is a reasonable expectation that their expected duties can be completed within their regularly scheduled workweek.~~

~~6.3.2.6. The position review process will not be used as the basis for any disciplinary action.~~

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