

University Management Rights Third Proposal – 6/18/24

*The University's second comprehensive contract proposal offered on March 15, 2024 remains on the table as a union contract settlement that the university will sign when and if the Union is interested.

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE -tbd **ACADEMIC AND MANAGEMENT RIGHTS**

Section 1. The University retains the exclusive rights that it possessed before the election of the Union as the exclusive bargaining representative, including but not limited to all decisions to direct, control, manage and schedule its operations, and to make any and all decisions affecting the University's educational and research mission ("Academic and Management Rights"). Such management and academic functions, rights and prerogatives are extensive and include, but are not limited to, the right:

- A. to determine, establish, direct, and control and make all determinations concerning the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
- B. to recruit, appoint and transfer bargaining unit members and to determine and modify the size and composition of the workforce covered by this Agreement;
- C. to determine or modify the number of bargaining unit members necessary for bargaining unit work, as well as the qualifications for bargaining unit positions and job responsibilities;
- D. to determine all aspects of assignments, including but not limited to where, when and how assignments take place, length of assignments, who receives which assignments, the nature of the assignment, assignment expectations and hours of work, as well as the direction, supervisor and supervision, training, scheduling, evaluation of bargaining unit members and compensation;
- E. to establish job classifications within the bargaining unit, and establish and modify standards of performance, conduct and safety, as well as work rules, discipline standards and attendance expectations, and to discipline or discharge bargaining unit members for cause subject to Article IX;
- F. to establish and modify the processes and criteria by which bargaining unit members will be evaluated in performance of bargaining unit work;
- G. to establish and modify rules, regulations and policies that apply to bargaining unit members;

H. to alter, extend, or discontinue existing equipment, facilities, workspaces and location(s) of any university operations;

I. to determine the academic calendar each year, including holidays and holiday scheduling, and determine class and section size;

J. to subcontract any portion of any operations;

K. to take any action deemed necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which University programs, services, and operations are to be conducted;

L. to determine and modify tuition and fees for all programs in which bargaining unit members are based and all matters affecting financial aid;

M. to determine and modify policies and financial costs and charges associated with University housing;

N. to determine and modify what benefits will be offered to students, as well as any policies and plans that pertain to any benefits offered students;

O. to determine which insurance carriers to retain and to modify carriers and insurance coverage;

P. to determine student admissions, academic standards pertaining to bargaining unit members, including but not limited to academic progress and the completion of degree requirements;

Q. to determine all matters concerning teaching and teaching assignments, including but not limited to who is taught, what is taught, when it is taught, how it is taught and who does the teaching, course enrollment, as well as the introduction of new methods of instruction and modalities, and matters related to remote instruction and technology for instruction;

R. to determine what is researched, who performs the research and all research methodology and materials, including technology;

S. to determine matters related to all grants, including application, selection, funding, administration, usage, accountability, modification and termination;

T. to determine the content of courses, instructional materials, the nature and form of teaching assignments, including examinations and any other academic matter that impacts instructional work;

U. to determine the type and nature of funding that applies to any appointment, and to change the funding source, nature and type of funding that applies to any appointment;

V. to determine grading policies and practices, and assessment of student work and grades, as well as determinations concerning academic progress of students;

W. to determine, establish, manage and change processes and systems pertaining to compensation for any bargaining unit position;

X. to determine, establish, modify or discontinue all other academic policies, procedures, standards, rules and regulations concerning bargaining unit members, including but not limited to, intellectual integrity and any other matter relating to bargaining unit members' progress and standing in a University educational program.

Section 2. The parties recognize that graduate students are first and foremost students in the University's graduate programs, and even when performing work as defined by this Agreement, they nonetheless remain as students. Consequently, the University shall exercise the sole and exclusive right to make all decisions regarding academic matters including the academic course of the University. This includes the right of the University to determine how the University will be governed; to determine the University's organizational structure; to determine the establishment of schools, colleges, centers, institutes, departments, divisions and other units of the University; to expand or contract the University and its operations by acquisition, sale, merger or other means; to reorganize, enlarge, reduce or discontinue any function, position, or department or other unit of the University, or transfer such functions, positions, departments or units; to determine, alter or amend the curriculum, programs and degrees offered; to establish, maintain, modify, discontinue and/or cancel any course, program or school; to decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs; to establish, maintain or modify course offerings, identifiers, course content, description, and/or objectives; to determine in its sole discretion all matters relating to student admissions and appointments, admission standards, cohort size, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress; to determine all matters that pertain to the amount of any tuition or fees; to determine all matters of budget, financial procedures and personnel policies; to determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid; to promulgate policies and resolve issues pertaining to academic disciplinary matters, including grievances; and to take such actions necessary to carry out the mission of the University in cases of emergency. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

Section 3. The above enumeration of academic and management rights is by way of example, is not exhaustive, and does not exclude other management rights not specifically outlined herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 4. Matters outlined above shall be left to the sole discretion of the University and the exercise of any right outlined above shall not be subject to the Grievance and Arbitration procedure.