

ARTICLE XX – MANAGEMENT AND ACADEMIC RIGHTS

Section 1. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University.

Section 2. **Illustration of Management Rights.** No action taken by the University with respect to a management right set forth in this Article or otherwise pursuant to this Article shall be subject to the grievance and arbitration provisions of this Agreement, provided that the action taken by the University does not violate the express terms of this Agreement. Except as otherwise provided in this Agreement, the University's management rights, functions, and prerogatives include, but are not limited to, the following:

- A. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, facilities, locations, operations, and resources, including taking such action as is necessary to maintain the University's finances and financial health;
- B. to establish, develop, amend, execute, enforce, rescind, and administer procedures, reasonable policies, rules, and regulations, including but not limited to those regarding graduate students' status as students (e.g., academic and good conduct standing and intellectual integrity), so long as not inconsistent with an express provision contained in this Agreement;

B. Being negotiated in Policies and Procedures.

Parts are redundant with A as well.

- C. to make all decisions regarding the recruitment, hiring, appointment, reappointment, non-reappointment, transfer, promotion, demotion, and layoff of bargaining unit members, and to determine the size and composition of the workforce, including the size of any particular program, whether to add or eliminate programs, the number of students in the program and number appointed as graduate teaching assistants, graduate research assistants, graduate assistants or in any other capacity or position each semester/term;

C. Will be negotiated in an Appointment and Reappointment Article and a Layoff article which have yet to be passed.

- D. to determine or modify the required qualifications, responsibilities, assignments, classification, course load, workload, and/or role descriptions of employees and the positions covered by this unit;

D. Appointment and Reappointment, and Workload

- E. to direct, assign, supervise, evaluate and determine the processes, content, and criteria by which employees' performance will be evaluated;
- F. to determine, maintain and modify all training requirements for bargaining unit members, including but not limited to orientation;

[F. Training and Orientation](#)

- G. to make decisions as to teaching and research assignments, course content and syllabi, teaching methods and the manner in which instruction is delivered, faculty advisors and any and all matters relating to the graduate students in their capacity as students;

[G. Appointment and Reappointment, Intellectual Property and Copyright](#)

- H. the right to take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary, and financial procedures by which the University's programs, services, and operations are to be conducted;

[H. Redundant with A](#)

- I. to discipline or discharge an employee for just cause;

[I. Discipline and Discharge](#)

- J. to alter, extend, relocate, or discontinue existing equipment, facilities, and location(s) of operations;

[J. Workplace and Instructional Support](#)

- K. to expand or contract the University and its operations by acquisition, sale, merger or other means;

[K. Successorship Article](#)

- L. 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;

[J, K, L Aspects to be negotiated in a Layoff Article, Successorship Article, Workplace and Instructional Support, and Recognition](#)

- M. to determine the academic calendar, including the designation of University holidays and recess periods;

- N. to subcontract all or any portion of operations;

[N. Recognition](#)

- O. to determine who will be responsible for performing work;

P. to establish and determine how instruction is delivered;

[P. Academic Freedom](#)

Q. to determine and reasonably grant leave and/or academic accommodation requests;

[Q. Time off and Holidays](#)

R. to establish, alter, modify, or eliminate the standards and qualifications for academic progress, including but not limited to the completion of degree requirements;

[R. Redundant with Section 3](#)

S. to decide all matters related to university housing;

[S. Housing](#)

T. to decide matters related to research methodology and materials;

[T. Academic Freedom, Workplace and Instructional Support, Intellectual Property and Copyright](#)

U. to determine all matters related to research conduct and enterprise, including, but not limited to, research development, research administration, research protections, sponsored project administration, research integrity, electronic research systems, research data management, as well as centers, institutes and core facilities structure and governance;

V. to select all insurance carriers and to change carriers from time to time;

[V. Health Benefits](#)

W. to require background checks as requested by the University and/or as required by applicable, law, contract or grant;

X. to introduce new or improved service, testing and maintenance methods, materials, technology, machinery and equipment;

[X. Workplace and Instructional Support](#)

Y. to take all necessary actions to carry out the University's mission in emergencies, such as a public health emergency, attack, extreme weather, or other natural disaster; and

[Y. Redundant with Section A](#)

Z. in all other respects, to manage, direct, and control the University and its workforce, and make any and all decisions affecting the University and its graduate programs.

M-Z. multiple aspects to be negotiated in Appointment and Reappointment, Benefits, Time Off and Holidays, Health and Safety, Intellectual Property & Copyright, Recognition, and more. GSU also intends to present a Housing article.

Section 3.

Covered also in Section 2B.

Includes Academic Rights. 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 has the sole and exclusive right to make all decisions regarding academic matters, including, but not limited to the academic course of the University. The University has no obligation to bargain over these matters or discuss them with the Union in any forum.

Without placing any limits on the above-enumerated rights, many of which include academic decisions and judgment, decisions regarding who is taught, what courses are taught, academic standards (including degree requirements), and who does the teaching involve academic judgment and shall be made at the sole discretion of the University. Other questions of academic judgment and decision making regarding student issues, which includes all matters pertaining to GSEs' status as students, shall remain in the University's sole discretion. These include, but are not limited to, judgments and decisions regarding:

- A. Proposing, responding, obtaining, maintaining, and administering external grants and contracts from federal or state government or private entities on which a University faculty member serves as the principal investigator or other responsible party, including selection, application, funding, administration, usage, accountability, staffing, and termination;
- B. Academic policies, procedures, rules, and regulations in regard to employees' status as students, including, but not limited to, all questions of academic and good conduct standing and intellectual integrity, assessment and misconduct as they pertain to a bargaining unit member's status as a student enrolled in a course or completing University exams or other degree requirements; receipt of academic credit and all university-administered credentials of a member of the bargaining unit; appointment to or involvement in program, department, and/or school committees and governing bodies, and all misconduct alleged in connection with bargaining unit members' status as students under any academic misconduct policy, the student conduct code, program handbooks, Title IX, and the University's anti-discrimination policies;

B. Non-Discrimination

- C. Determining, altering or amending the curriculum, programs and degrees offered; all aspects of mentoring, advising, professional development, and career orientation; establishing, maintaining, modifying, discontinuing and/or cancelling any course, program or school; deciding whether to create, eliminate, combine, or modify academic, outreach, service and research programs; establishing, maintaining or modifying course offerings, identifiers, course content, description, and/or objectives;

- D. Determining 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; determining all matters associated with student admissions and enrollment;
- E. Determining all matters that pertain to the amount of any tuition or fees; determining all matters of budget, financial procedures and personnel policies; determining matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid;

E. Stipends and Fees

- F. Promulgating policies and resolving issues pertaining to academic disciplinary matters, including grievances.

The University's sole and exclusive rights under this Article also include, but are not limited to, any disciplinary action arising in whole or in part out of matters set forth in this Article. All such decisions may be made at the sole discretion of University, are outside of the scope of bargaining, and are not subject to the grievance and arbitration procedures in this Agreement.

Section 4. The Union understands and agrees that this Article contains a clear and unmistakable waiver of rights such that the University will have no duty to bargain with the Union over the decision to exercise a management right. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified above. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5. No rules, customs, past practices, or agreements, other than those expressly contained herein, shall limit or restrict the University's exercise of any management right. The University shall not be required by any provision of this Agreement to continue any rules, customs, past practices, or agreements that existed prior to the execution of this Agreement, in whole or in part, except as the University, in its sole discretion, may elect to do so.

Currently being negotiated in Policies and Procedures

Section 6. The University and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon herein.