

ARTICLE __ Management Rights

~~The University retains Employees the following functions, rights and prerogatives, unless modified or restricted by this Agreement:~~

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, the right:

- A. to engage in conduct permitted by applicable law;
- B. to determine, establish, direct, modify, control, implement, and effect the University's mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations, and resources;
- C. to recruit and appoint ~~Employees~~ graduate student workers and to determine the size and composition of the workforce, including the number of research assistants, teaching assistants, graduate research assistants and graduate assistants each semester, as well as assignment of faculty advisors where applicable;
- D. to determine or modify the required qualifications, responsibilities, and assignment of ~~Employees~~ graduate student workers;
- E. to determine or modify the required course load and/or hours of work ~~Employees~~ graduate student workers;
- F. to direct, assign, train, and otherwise supervise the work of ~~Employees~~ graduate student workers;
- G. to determine, maintain and modify all training requirements for ~~Employees~~ graduate student workers, including but not limited to orientation;
- H. to discipline or discharge bargaining unit members for cause;
- I. to determine or modify the processes and criteria by which bargaining unit members will be evaluated in their work performance;
- ~~J. to establish, maintain, modify, rescind, enforce and administer reasonable rules, regulations, and policies; to establish, maintain, modify, rescind, enforce and administer reasonable rules, regulations, and policies, after bargaining with the Union. The no-strike provisions in ARTICLE [X] shall be inoperable during such bargaining until the parties reach agreement. and to amend such rules, regulations, and policies from time to time, including standards of performance and conduct;~~

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- K. to require ~~Employees~~ graduate student workers, to observe ~~reasonable~~ University rules and regulations;
- L. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- M. to determine the academic calendar, including the designation of University holidays and recess periods;
- N. to subcontract all or any portion of operations;
- O. to select all insurance carriers and to change carriers;
- P. 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; and
- Q. 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.

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.

Other questions of academic judgment and decision-making and student issues shall remain in the University's sole discretion; the University has no obligation to bargain over them. These include, but are not limited to, judgments and decisions regarding:

- A. all matters affecting student admissions;
- B. any evaluations and determinations of bargaining unit members' progress as students, including but not limited to the completion of degree requirements and whether the bargaining unit member is in good academic standing;
- C. the establishment of schools, colleges, centers, institutes, departments, divisions and other units of the University;
- D. the expansion or contraction of the University and its operations by acquisition, sale, merger or other means;
- E. whether 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;

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F. research methodology and materials;

G. academic standards;

H. all matters involving obtaining, maintaining, and administering external grants and contracts from federal or state government or private entities, including application, selection, funding, administration, usage, accountability, and termination;

I. the creation, elimination, or modification of courses and curriculum;

J. matters affecting instructional methods;

K. whether to create, eliminate, combine, or modify academic, outreach, service and research programs;

L. the content of courses, instructional materials, and the nature and form of assignments required, including examinations and other work;

M. class and section size;

N. grading policies and practices;

O. the promulgation of policies and resolution of issues pertaining to academic disciplinary matters, including grievances;

P. all other academic policies, procedures, rules, and regulations in regard to bargaining unit members' status as students, including, but not limited to, all questions of academic standing, and intellectual integrity, as well as any matter related to determining or setting academic requirements or to academic progress in a University educational program;

Q. to determine all tuition and fees for all programs at the University; and

R. to determine all matters affecting financial aid.

The University recognizes the exclusive right of the Union to represent bargaining unit members on wages, hours, and other terms and conditions of employment. However, the University shall continue from time to time to appoint, to involve, and to recognize graduate students on departmental, program, school, college, and university committees, bodies, and tasks forces to provide input about University matters, although nothing in this Agreement shall constitute a requirement to do so. The University shall continue to provide academic adjustments, accommodations, and assistance to individual graduate students at its discretion. These practices shall not be deemed to conflict with the bargaining relationship, and the participation of students in this manner shall not be deemed to be collective bargaining negotiations or to modify, add to, or change the Agreement.

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Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management right shall be subject to the Grievance and Arbitration Procedures, or collateral lawsuit, unless the exercise of such right violated an expressly written provision of this Agreement. To the extent the University maintains that its action covered by this Management Rights Article, it shall not decline to process a grievance solely on that basis. The University may, however, raise this Article as a defense as part of processing any grievance or during any arbitration.

The Parties agree that the University's existing policies and procedures that are applicable to ~~Employees~~ graduate student workers, including the Graduate Student Handbook, shall apply in full force and effect. However, in the event of a conflict between the University's policies and the explicit language of this Agreement, the terms of this Agreement shall prevail.

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 Union retains the right to request effects bargaining over the impact of such decisions.

The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

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ARTICLE __ ~~No Strikes~~ and ~~No Lockouts~~

During the duration of the contract, or any extension thereof, the University will not lock out the Employees.

~~The Union will not authorize a strike, except under the following circumstances:~~

- ~~• The parties are unable to resolve a grievance at the third step of the grievance procedure.~~
- ~~• The University changes terms and conditions of the employment without bargaining to agreement with the Union.~~
- ~~• The University unilaterally implements any university policies that may directly or indirectly impact terms and conditions of the employment including, but not limited to, academic policies.~~
- ~~• The Union strikes over the Unfair Labor Practice.~~

During the duration of the contract, or any extension thereof, ~~the~~ the Union, its representatives, agents and members will not call, authorize or engage in any strike, sympathy strike or picketing insofar as this action would affect the University, nor shall any bargaining unit member engage in such conduct. This includes conduct such as:

- Instigating, promoting, sponsoring, engaging in, condoning any strike, sympathy strike, slowdown, concerted stoppage of work, picketing or observation of picket lines at or near University premises;
- Withholding or delaying any grades, academic evaluations, teaching or research work as a form of concerted activity (as defined under the National Labor Relations Act); or
- Commit any other similar concerted interference, interruption, or delay with or stoppage of work.

In the event of a violation of this provision of the Agreement, the University may immediately pursue, in a court of competent jurisdiction, whatever remedies are available to it. Any bargaining unit member engaging in any conduct prohibited by this Article is subject to disciplinary action up to and including discharge.

In the event that any bargaining unit member violates the provisions in the first paragraph of this Article, the Union shall publicly disavow such action by the bargaining unit member(s), immediately inform such bargaining unit member(s) through all reasonable means that such action is prohibited under this Agreement, that the Union disapproves of such action, and that such bargaining unit member(s) should cease such action and return to full, normal, and timely work.

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