Red text = New Union language
Underlined text = Language accepted from Corporation Proposal October 19th, 2026
This article is part of a package that includes:

1. Union Security (October 19th, 2026)
2. Management Rights (November 6th, 2026)
3. No Strike/No Lockout (November 6th, 2026)
4. Withdrawal of Academic Freedom
5. Withdrawal of Union Release Allocation

## ARTICLE XX
## MANAGEMENT RIGHTS

A. 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~~ ~~are listed below~~ ~~and~~ may be exercised by the Corporation ~~University~~ at its sole discretion, but cannot be used in violation of any provision of this Agreement.

Such management functions, rights, and prerogatives include, but are not limited, all rights and prerogatives granted by applicable law, as well as the right:

1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations, and resources;
2. to determine the size and composition of the work force and to modify such size and composition;
3. to determine or modify the qualifications and responsibilities of bargaining unit members subject to any restrictions in the Workload and Titles and Classifications articles;
4. ~~to establish, modify, combine or eliminate job classifications within the bargaining unit;~~
5. to recruit, hire, and appoint bargaining unit employees;
6. ~~to~~ assign, schedule, transfer, direct, evaluate (in accordance with Article XX: Evaluations);and otherwise supervise the bargaining unit employees ~~(in accordance with Article XX: Evaluations)~~
7. to reappoint and not reappoint bargaining unit employees;
8. to layoff unit bargaining unit employees (provided it follows procedure in Article XX: Layoffs);
9. to discipline or discharge unit bargaining unit employees (in accordance with Article XX: Discipline and Dismissal);
10. to establish, maintain, modify and enforce standards of workplace performance, conduct, order and safety;
11. to train and mentor unit employees;
12. to utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by the Corporation ~~University;~~

13. to alter, extend or discontinue existing equipment, facilities or location of operations;
14. to establish, modify and enforce rules, regulations and policies, and to amend such rules, regulations and policies from time to time, including but not limited to term limits policies provided such policies do not violate any provision of this Agreement;
15. to establish and modify the academic and work calendar;
16. to subcontract all or any portion of any operations;
17. to decide whether to create, eliminate, combine, or modify research programs;
18. to determine all matters involving external grants, sponsored research and gifts including application, selection, funding, administration, usage, accountability and termination;
19. to require compliance with government funding agency laws, regulations and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations) for any unit employee participating in a federally funded research project;
20. to determine research methodology and materials;
21. to comply with any security and other provisions contained with governmental grants or sponsored research;
22. to enforce and require compliance with any gift provisions;
23. to select all insurance carriers and to change carriers from time to time;
24. 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;
25. to take all necessary actions as the Corporation ~~University~~ may determine in cases of emergencies, such as public health emergencies, attack, extreme weather and natural disasters.

B. 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 Corporation ~~University~~

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

- ~~the creation, elimination or modification of programs, courses and other curriculum matters;~~
- ~~matters affecting instructional software and learning management systems;~~
- ~~the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;~~
- ~~class size;~~
- ~~grading policies and practices;~~
- ~~matters affecting the creation and administration of course evaluations~~

D. Nothing shall preclude the Corporation ~~University~~ from having supervisors~~,~~ or managers ~~and non-bargaining unit employees~~ from performing bargaining unit work.

E. Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the Corporation ~~University~~ with respect to a management right above shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

~~F. 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.~~ The exercise or non-exercise of rights shall not constitute a waiver of any such rights by the Corporation.