

# UNIVERSITY OF PITTSBURGH PROPOSAL TO USW

December 7, 2023

## Management Rights

- A. Nothing contained in this Agreement shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University of Pittsburgh for the entire management, control and conduct of the academic, instructional, administrative and financial affairs of the university pursuant to the University of Pittsburgh—Commonwealth Act, 24 P.S. § 2510-201, et seq.
- B. In accordance with the rights established by Act 195 (Section 702), matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the University, standards of services, the University's overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. The Employer, however, shall be required to meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by the Union.
- C. The management, administration and control of the University's operations, facilities, programs, activities, resources, organizational structure, objectives, priorities, and mission, including the methods and means necessary to fulfill that mission, is vested exclusively in the Employer. The rights of the Employer enumerated in this Article apply equally with respect to all bargaining unit faculty and all units, schools, and departments within the University. Except as otherwise provided in this Agreement, the Employer has the sole and exclusive right to:
- establish, adopt and administer reasonable policies, procedures, rules and regulations;
  - determine all academic policies, procedures, rules and regulations;
  - alter, extend or discontinue existing equipment, facilities, and location of operations;
  - determine or modify the number, scheduling, responsibilities, and assignment of bargaining unit faculty members;
  - determine and establish qualifications for bargaining unit faculty members;
  - determine criteria in hiring and promotion, including tenure;
  - recruit, hire, transfer (with the exception of transfers between campuses), promote, renew or non-renew, reappoint or non-reappoint, and grant tenure;

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- direct its working forces including, but not limited to, the right to plan, determine, direct and control all duties and functions performed by bargaining unit faculty members and supervise and train bargaining unit faculty members;
- establish, maintain, and enforce standards of performance, conduct, order and safety;
- evaluate, determine the content of evaluations, and determine the processes and criteria by which bargaining unit faculty member's performance is evaluated;
- discipline or discharge bargaining unit faculty members in accordance with Article \_\_\_\_;
- establish or modify academic calendars, including holidays and holiday scheduling;
- assign work locations;
- exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include but are not limited to class size, class schedules, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, content and modality of instruction, introducing new methods of instruction and new work methods and facilities, and decisions regarding who is taught and who does the teaching; and
- subcontract all or any portion of university operations (provided that if the University intends to enter into any new subcontracting relationship that involves subcontracting bargaining unit work, the Union will be provided notice and is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) working days following the initial notice to the Union).

- D. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by the Employer.
- E. The parties recognize that none of the management rights enumerated in this Article, nor any matters of inherent managerial policy, shall be subjects of bargaining or grievances.
- F. Management rights are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.
- G. The Employer retains the right to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to students, staff and faculty in situations of a public health emergency, natural disaster, situations

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involving an active shooter and/or terroristic threats, or other emergency that affects the safety of persons or property in the buildings or on the grounds of the University, whether owned or operated. The Union and the Employer agree that in such circumstance the Employer shall not be required to provide notice to the Union before taking such action. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining or meet and discuss.

- H. The parties recognize that historically some bargaining unit work has been performed by persons at the University who are not members of the bargaining unit, including graduate students, staff, postdoctoral associates, research associates, and supervisory or managerial personnel. The parties agree that performance of bargaining unit work by such individuals is not a violation of the Agreement. The parties acknowledge that the University's College in High School (CHS) program is not subject to ~~covered by~~ this Agreement, except that bargaining unit faculty members who are involved in the CHS program are covered by the Agreement as applicable.
- I. Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school and department shared governance bodies, from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.

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