

# Tentative Agreement

UC-UAW Successor Bargaining  
Postdoctoral Scholars (PX)

Article 13 – Management and Academic Rights

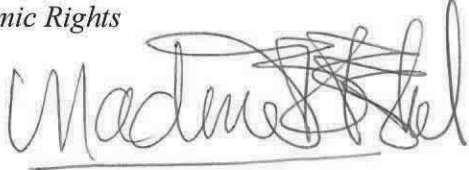
UC Proposal 3

May 12, 2022

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For UC

For the UAW

  
Peter J. Ngaye 11-30-2022



11-30-2022

## ARTICLE 13 MANAGEMENT AND ACADEMIC RIGHTS

- A.** The 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. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory and mentoring responsibilities in the academic domain.
- B.** Except as otherwise provided in this agreement, the UAW agrees that the University has the right:
1. to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
  2. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
  3. to establish, administer, or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
  4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
  5. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
  6. to determine the amount and timing of merit increases;
  7. to establish University rules and regulations and to require Postdoctoral Scholars to observe them;
  8. to determine and modify job classifications and job descriptions;
  9. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
  10. to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdoctoral Scholars;
  11. to discipline or dismiss Postdoctoral Scholars;
  12. to assign work locations and schedule hours of work;
  13. to recruit, appoint, reappoint, not reappoint, Postdoctoral Scholars and assign duties to them;
  14. to communicate with and mentor Postdoctoral Scholars in the course of daily activities;
  15. to investigate and determine matters of research and/or scholarly misconduct;

16. **to investigate and determine matters of sexual harassment, discrimination and personal misconduct;**
17. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
18. to determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of Postdoctoral Scholars;
19. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members.
20. **to require compliance with federal funding agency laws and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations) for each Postdoctoral Scholar (employee, fellow, and paid direct) participating in a federally funded research project if they are deemed to be key personnel by the PI or funding agency.**

**C. NON EXCLUSIVITY**

1. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
2. Nothing in this Agreement has limited the right of the University to consult with any Postdoctoral Scholar or Postdoctoral Scholar organization on any matter outside the scope of representation within the constraints imposed by HEERA.

**D. GRIEVANCE/ARBITRATION**

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.