

ARTICLE ____

BOARD PREROGATIVES

Section 1. The parties agree that all of the matters set forth in sub-paragraphs (a)-(d) of paragraph 3 of the Neutrality Agreement shall govern their conduct, shall survive the signing of any subsequent collective bargaining agreement and shall be included or deemed incorporated by reference in any such agreement.

Section 2. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Postdocs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which Postdocs' performance is evaluated; to establish and require Postdocs to observe University rules and regulations; to discipline or dismiss Postdocs; to establish or modify the academic and work calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, appoint, reappoint or transfer Postdocs; to determine how and when and by whom instruction is delivered and research is performed; to determine in its sole discretion all matters relating to Postdoc hiring and tenure ; to introduce new methods of instruction or research; ; to establish tuition, fees, and charges of general application, and changes in such matters ; to establish Postdoc compensation amounts and determine the amount and timing of any changes in compensation consistent with Article ____; to determine and modify job classifications and job descriptions; to investigate and determine matters of research and/or scholarly misconduct; to approve all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by the faculty members; to authorize or deny leaves of absence, vacations, sick leaves or other paid or unpaid leaves; to layoff Postdocs where funding is not available or for other legitimate reason; and to exercise sole authority on all decisions involving academic and research policy matters.

Section 3 . Except as otherwise provided in this agreement, the University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which Postdocs shall abide. The University shall also have the right to establish or revise disciplinary policies to address violations of these rules. The Union may grieve the reasonableness of such rules and policies.

Section 4 . Decisions regarding the subject of research projects, goals and approaches to research, the methods used in research projects, and who performs the research; and who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and research governance and shall be made at the sole discretion of the University. Other questions of academic and research policy judgment that shall remain in the University's discretion are:

decisions of who becomes a Postdoc; decisions regarding research methodology and materials; decisions about academic standards and whether to create, eliminate, combine, or modify academic, outreach, service and research programs; decisions regarding the selection and assignment of faculty and all positions, that support research; decisions regarding grants including application, selection, funding, administration, usage, accountability and termination; and decisions regarding the establishment of payment for services performed, fees and charges of general application and changes in such matters.

Section 5 . 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 any such rights by the University.

Section 6 . No action taken by the University with respect to a management, research policy or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this agreement. Arbitration will not reach academic and research policy matters unless it directly affects the wages, hours or conditions of employment of Postdoctoral Research Associates and does not constitute a matter of managerial prerogatives.

Kenneth Lamy
AKL JGM

Kenneth Lamy
UCR