

# UNIVERSITY COUNTERPROPOSAL

January 29, 2026

## Management Rights

1. The Board of Trustees of the University of Pittsburgh retains the powers, rights and authority 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.

2. 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 upon request by the Union, and if applicable, shall bargain over the impact thereon.

3. 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 staff employees 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:

- a) establish, adopt and administer reasonable policies, procedures, rules and regulations;
- b) determine all academic policies, procedures, rules and regulations;
- c) alter, extend or discontinue existing equipment, facilities, and location of operations;

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- d) adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
- e) determine or modify the number, scheduling, responsibilities, and assignment of bargaining unit staff employees ;
- f) determine and establish qualifications for bargaining unit staff employees;
- g) determine criteria in hiring and promotion;
- h) recruit, hire, transfer (with the exception of transfers between campuses), promote;
- i) direct its working forces including, but not limited to, the right to plan, determine, direct and control all duties, special projects, overtime, and functions performed by bargaining unit staff employees and supervise and train or cross-train bargaining unit staff employees;
- j) establish, maintain, and enforce standards of performance, conduct, provisional periods, order and safety;
- k) evaluate, determine the content of evaluations, and determine the processes and criteria by which bargaining unit staff employees' performance is evaluated;
- l) discipline or discharge bargaining unit staff employees in accordance with Article;
- m) establish or modify academic calendars, including holidays and holiday scheduling;
- n) assign work locations;
- o) exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include 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, decisions regarding who is taught and who does the teaching, and related matters; and
- p) subcontract all or any portion of University operations, except for current bargaining unit work. In such cases where the University plans to subcontract current bargaining unit work, the Union will be provided notice and shall be given an opportunity to bargain over the proposed subcontracting, which shall be concluded

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within sixty (60) calendar days following the initial notice to the Union.

4. 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.

5. 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, unless the exercise of such rights violates any express written provision of this Agreement.

6. 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.

7. 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 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.

8. 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 students, staff, faculty, 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 this Agreement, except that bargaining unit staff employees who are involved in the CHS program are covered by the Agreement.

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Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University from exercising their rights to create and/or recommend policies.

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