

## **ARTICLE 39 MANAGEMENT RIGHTS**

- A. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the University and the Union may have discussions concerning these areas the University is not obligated to bargain with the Union as to such areas during the term of this Agreement.
- B. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. To establish the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
  2. To exercise full and exclusive control of the management of the University and to supervise and direct all operations;
  3. To plan, direct, manage and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
  4. To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
  5. To introduce new or improved methods, equipment or facilities, or change or eliminate existing methods, equipment or facilities;
  6. To determine the location or relocation, reorganization, or discontinuance of operations;
  7. To determine where employees shall work; or subcontract all or any portion of any operation;
  8. To determine, modify, or abolish job classifications and job descriptions;
  9. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
  10. To determine the calendar dates on which employees shall receive pay owing and due to them and to determine the intervals between such dates; to determine the

beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;

11. To establish the size, composition and qualifications, including certifications and licensure of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;
  12. To recruit, hire, train, evaluate, promote, reclassify, demote or layoff employees;
  13. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; to determine the process by which employee performance is evaluated;
  14. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;
  15. To establish, maintain, modify and enforce safety standards and programs; and
  16. To implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.
- C. The above enumeration of management rights is not inclusive and does 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. Further, the Union acknowledges that the exercise or non-exercise of a right retained by the University and the manner in which the University exercises its management rights may vary from place to place within the University's operations.
- D. No action taken or not taken with respect to a management right shall be subject to the grievance or arbitration procedures of this Agreement or collateral suit unless the exercise thereof violates an express written provision of this Agreement.