

Article 26

MANAGEMENT RIGHTS

A. 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 Union agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. The Union also agrees that, although the University may choose to consult with the Union concerning the following areas, the University is not obligated to bargain with the Union as to such areas during the term of this Agreement. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to:

1. The right to establish the University's missions, programs, objectives, activities, and priorities;
2. The right to plan, direct, and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities, and priorities;
3. The right to full and exclusive control of the management of the University and its property, including but not limited to, the right to determine the methods and means by which all work will be performed; the right to introduce, change, discontinue, or reorganize operations, methods, materials, means, facilities, equipment, or processes, including technological alterations in processes or equipment or both; the right to discontinue, reorganize, relocate or subcontract all or any portion of the operations;
4. The right to manage and direct employees, and to determine the size, composition and qualifications of the work force;
5. The right to determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; and to establish or eliminate shifts;
6. The right to recruit and hire; to establish, eliminate, or change classifications; to determine the qualifications for reclassifications; to determine and enforce the standards of performance, conduct, and safety to be met by employees and the process by which employees are evaluated; to train, develop, promote, transfer, reclassify, demote, or layoff employees; to reprimand, suspend, or otherwise discipline or discharge employees; and to release probationary and casual employees without cause;
7. The right to establish, continue, modify, or discontinue any policies, practices, rules, or regulations which do not conflict with an express written provision of this Agreement;
8. The right to grant and determine the basis, and amount granted, for special increases, if any;
9. The right to maintain safety, efficiency, and order in its operations;
10. The right to develop, implement, and administer Affirmative Action programs.

- B. The above enumeration of management rights is not inclusive, and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University and the nonexercise of any management right shall not be construed as a waiver of that right.

- C. No action taken by the University with respect to a management right shall be subject to the Grievance or Arbitration Procedures of this Agreement unless the exercise thereof violates an express written provision of this Agreement.