

ARTICLE 3. Management Rights

The University retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force, except where those rights, functions, powers, and authorities are expressly limited by provisions of this Agreement. It is recognized, merely by way of illustration and not by way of limitation, that such rights, functions, powers, and authorities which are solely and exclusively retained by the University include the right to: establish the University's mission, programs, objectives, activities, and priorities; plan, direct, and control the use of resources to achieve the University's mission, programs, objectives, activities, and priorities; develop, implement, and administer Affirmative Action programs; establish and administer procedures, rules, and regulations, and determine the methods and means by which operations are to be carried on; introduce new or improved methods, programs, equipment or facilities, or change or eliminate existing methods, programs, equipment, or facilities; determine the location or relocation, reorganization, or discontinuance of operations; determine where employees shall work; determine and modify job classifications and job descriptions; assign work, schedule days and hours of work including overtime or work beyond an employee's assigned shift; establish the size, composition, and qualifications of the work force; recruit, hire, assign, develop, promote, transfer, demote, or layoff employees in limited or probationary appointments; establish, modify, and enforce standards of performance, conduct, and safety for employees; maintain safety in its operations; and grant merit increases and increases for meritorious performance.

- B. The above enumeration of management rights is not all inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not to exercise rights retained by the University. The non exercise of a right by management shall not be construed to mean that any right is waived.
- C. No action taken by the University with respect to the above-enumerated rights 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.
- D. While the above-enumerated rights shall not be subject to meeting and conferring during the term of this Agreement or any extension thereof, the University agrees to meet upon request with the Union to discuss the exercise of these rights so that the University may consider the Union's information and views.