ARTICLE 41 - MANAGEMENT RIGHTS

A. The University, unless expressly limited by the Agreement retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force including but not limited to the right to: establish the University's missions, programs, objectives, activities and priorities; plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities; develop implement, and administer affirmative action programs; establish, modify and administer procedures, rules and regulations (subject to notice to SETC-United of new policies and procedures as set forth in Article 41, Waiver, of this Agreement) 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; establish the size, composition and qualifications of the work force; recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees; establish, modify and enforce standards of performance, conduct and safety for employees; maintain safety in its operations; and grant and determine the basis for special awards.

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 exercise rights retained by the University. The non-exercise of a right by management shall not be construed to mean 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.