ARTICLE 32
MANAGEMENT RIGHTS

The UNIVERSITY shall at all times, subject to and consistent with the provisions of this Agreement, have exclusive control of all matters relating to the conduct of its business.

The UNIVERSITY shall have the right to make and implement decisions relating to the use of resources to achieve its missions, programs, objectives, and priorities; the direction and assignment of its work forces, including the scheduling of days and hours of work and overtime; the hiring, recruitment, promotion, transfer, demotion, or layoff of employees; job classifications and job descriptions; standards of performance, conduct, and safety, including the process by which employees are evaluated; the size, composition, and qualifications of the work force; the location, method, and means to carry out operations; the discontinuance, relocation, reorganization, or subcontracting of all or any portion of any operation; and the implementation, continuation, modification, or discontinuance of any policies, practices, rules, or regulations which do not conflict with express written provisions of this Agreement.

Any of the rights, powers, prerogatives, and authority that the UNIVERSITY had prior to the signing of this Agreement are retained by the UNIVERSITY unless abridged, delegated, granted, or modified by this Agreement. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the UNIVERSITY shall not be construed to mean that any right is waived.

No action taken by the UNIVERSITY with respect to the above enumerated rights shall be subject to the grievance or arbitration procedure set forth in this Agreement unless the exercise thereof violates an express written provision of this Agreement.