Section 2
Management Rights

2.1 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 Association agrees the University has the right to establish, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to manage the hospitals, laboratories, clinics, offices, and other facilities and operations in which House Staff represented by SDHSA covered by this Agreement work; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of House Staff; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to determine the content of performance evaluations and the processes and criteria by which performance is evaluated; to establish and require House Staff represented by SDHSA to observe University rules and regulations; to discipline or dismiss House Staff; to establish or modify calendars; to schedule hours of work; to recruit, hire, or transfer; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic and patient care matters.

2.2 Decisions regarding academic and patient care matters will be made at the sole discretion of the University and are outside of the scope of bargaining.

2.3 The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the Administration.

2.4 No action taken by the Administration with respect to a management right will be subject to any grievance or arbitration procedure or collateral suit, unless it violates an express written provision of this Agreement.