

ARTICLE 18
MANAGEMENT AND ACADEMIC RIGHTS

- A.** Management of the University is vested exclusively in the University. Except as otherwise provided in this agreement, the UAW agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; 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 ASEs; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASEs' performance is evaluated; to establish and require ASEs to observe University rules and regulations; to discipline or dismiss ASEs; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and by whom instruction is delivered; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.
- B.** Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.
- C.** The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
- D.** No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.