

ARTICLE II MANAGEMENT RIGHTS

1. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. The University may, in its discretion, continue any current policies and practices that do not conflict with the express written provisions of this Agreement.

2. Examples of the rights reserved solely to the University Administration and its agents and officials include, but are not limited to, the right:
 - a. to establish the University's missions, programs, objectives, activities and priorities including Affirmative Action plans and goals;
 - b. to plan, direct and control the use of resources, to achieve the University's missions, programs, objectives, activities and priorities including Affirmative Action plans and goals;
 - c. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on. The University shall have the right to promulgate and to change any rules and regulations of the University as long as the University's rules are not in violation of this Agreement;
 - d. to introduce new or improved methods, equipment or facilities or change or eliminate existing methods, equipment or facilities;
 - e. to determine the location of operations;
 - f. to discontinue, relocate or subcontract all or any portion of any operation, the University shall make every effort consistent with economic needs to perform bargaining unit work with bargaining unit employees at all facilities.
 - g. to determine and modify job classifications and job descriptions;
 - h. to assign work and schedule hours of work to the extent that they do not conflict with other express provisions of this Agreement;
 - i. to establish the size, composition and qualifications of the work force;
 - j. to recruit, hire, evaluate, promote, transfer, demote or lay off employees; and to release probationary employees prior to the completion of their probationary period to the extent that they do not conflict with other express provisions of this Agreement;

- k. to establish, modify and enforce standards of performance and conduct for employees; and to determine the process by which employee performance is evaluated;
 - l. to reprimand, suspend, release or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily to the extent that they do not conflict with other expressed provisions of this Agreement;
 - m. to maintain efficiency and order in its operations;
 - n. to establish, maintain, modify and enforce safety standards and programs.
3. The above enumeration of management rights is not 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 management rights shall not be construed that any right is waived.
4. No management right shall be subject to enforcement or interpretation by the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.