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:

1. To establish the University’s missions, programs, objectives, activities and priorities;

2. To plan, direct, and control the use of resources and personnel, to achieve the University's missions, programs, objectives, activities and priorities;

3. To develop implement, and administer affirmative action programs;

4. To exercise full and exclusive control of the management of the University and to supervise and direct all operations;

5. To introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities;

6. To determine the location or relocation, reorganization, or discontinuance of operations, determine where employees shall work;

7. To determine, establish, and modify, revise or abolish classes, titles, codes, job classifications and job descriptions and to determine the salary of new and revised classes;

8. To determine the work to be done; assign work, to establish and change daily or weekly schedules; to schedule days and hours of work including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;

9. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;

10. To discipline, discharge or release non-career employees without cause;

11. To recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees;

12. To establish, modify and enforce standards of performance, conduct and safety for employees; and to determine the process by which employee performance is evaluated;

13. To maintain safety in its operations;

14. To establish, maintain, modify and enforce safety standards and programs;

15. To establish, implement, continue, modify or discontinue any policies, practices,
rules or regulations which do not conflict with the express written provisions of this Agreement or are subject to bargaining;

16. To establish, maintain, modify or abolish organizational work units for the purpose of personnel transactions, including but not limited to layoff, transfer and promotion; and

17. To maintain employee records, including attendance and time worked per shift.

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.