

ARTICLE 5 MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Except as otherwise provided in this Agreement, the Association agrees that the University has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the University and the Association may have discussions involving but not limited to these areas, the Association agrees that the University is not obligated to bargain with the Association as to such areas during the term of this Agreement.

- A.** Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. To establish the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
 2. To exercise full and exclusive control of the management of the University and to supervise and direct all operations;
 3. To plan, direct, manage and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities and priorities, including Affirmative Action plans and goals;
 4. To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
 5. To introduce new or improved methods, equipment or facilities, or change or eliminate existing methods, equipment or facilities;
 6. To determine the location of operations;
 7. To discontinue, relocate or subcontract all or any portion of any operation;
 8. To determine, establish, modify, revise or abolish classes, titles, codes, class specifications and job descriptions and to determine the salary of new and revised classes;
 9. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
 10. To determine the calendar dates on which employees shall receive pay owing and due them and to determine the intervals between such dates; to determine the beginning and ending dates for which payroll and accrual calculations are made and to determine formulas for such calculations;
 11. 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;
 12. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or layoff employees;
 13. To discipline, discharge or release non-career employees without cause;
 14. To determine the basis for merit increases, special awards, and payments for meritorious performance and to exercise sole discretion as to the granting, timing, amount, distribution and frequency of such increases whether or not such increases shall accrue to an employee's base salary;

15. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated;
16. To reprimand, suspend, terminate or otherwise discipline or discharge employees; or to release employees;
17. To establish, maintain, modify and enforce safety standards and programs;
18. To implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement; and

The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. To the extent the terms and conditions of employment are already addressed in this Agreement, those terms shall govern. Further, the Association acknowledges that the exercise or non-exercise of rights retained by the University and the manner in which the University exercises its management rights may vary from place to place within the University's operations. Although the Union acknowledges the University's management rights as outlined in this Article, the Union does not waive its right to bargain effects of such decisions as required by HEERA. Nothing in this Article is intended to abridge Union members' rights as outlined in the Public Safety Officer's Bill of Rights.

- B.** An action taken or not taken with respect to a management right shall not be subject to Article 6 - Grievance Procedure, Article 7 - Arbitration Procedure, or collateral suit unless the exercise thereof violates an express written and specifically applicable provision of this Agreement.