

## **ARTICLE 15 MANAGEMENT RIGHTS**

- A.** The University has the exclusive right to manage the University's functions and rights. Except as expressly limited by the terms of this Agreement, the Union agrees that the University shall have and retain the sole right to make and implement decisions relating to areas including but not limited to those enumerated below. While the University and the Union may have discussions concerning the following areas, the Union agrees that the University is not obligated to bargain with the Union as to such areas during the term of this Agreement. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University.
- B.** 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, plan, supervise, direct and control the University's use of resources to achieve the University's missions, programs, objectives, activities, and priorities;
  2. To establish or modify the work calendar;
  3. To establish, administer, or modify procedures, rules and regulations that direct and control the University's operations and to determine the methods and means by which operations are to be carried on;
  4. To select all insurance carriers and to change carriers;
  5. To develop, implement and administer affirmative action and anti-discrimination programs consistent with state and federal law;
  6. To establish, administer, or modify procedures, rules and regulations that direct and control the University's operations and to determine the methods and means by which operations are to be carried on;
  7. To introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
  8. To determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;
  9. To recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff employees;
  10. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;
  11. To establish, maintain, modify, and enforce standards of workplace performance, conduct, order, and safety for employees; and to determine the process by which employee performance is evaluated;

12. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; to hire, promote, transfer and otherwise evaluate employees;
  13. 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;
  14. To determine the work to be done and where work is performed; to assign, reassign and schedule work; to establish and change daily or weekly work schedules; to schedule hours of work, and to determine the need for overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
  15. 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;
  16. To establish University rules and regulations and to require employees to observe them;
  17. To investigate and determine matters of sexual harassment, discrimination and personal misconduct;
  18. To maintain safety standards and programs
- C.** The above enumerations of management rights are not inclusive and do 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.
- D.** Nothing in this Agreement has limited the right of the University to consult with any employee or the Union on any matter outside the scope of representation within the constraints imposed by HEERA.
- E.** No action taken by the University with respect to a management 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.