

ARTICLE 18
MANAGEMENT AND ACADEMIC RIGHTS

- A.** All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:
1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
 2. to recruit, appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;
 3. To determine and modify job qualifications, requirements, classifications, and descriptions;
 4. To determine or modify the number, scheduling, responsibilities, and assignment of GSRs including to direct, assign, train, and otherwise supervise unit employees;
 5. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 7 - Discipline and Dismissal;
 6. to determine the standards of workplace performance for GSRs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
 7. to establish and modify rules, regulations, and policies and safety procedures;
 8. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 9. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
 10. to determine the work location or relocation, reorganization, or discontinuance of operations;

11. to establish University policies, rules, and regulations and to require GSRs to observe them;
12. to determine and manage campus housing pursuant to University policies;
13. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
14. to select all insurance carriers and to change carriers from time to time;
15. 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;
16. to determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether GSRs should be laid off;
17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
18. to assign GSR's individual work locations;
19. to investigate and determine matters of research and/or scholarly misconduct;
20. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;
21. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
22. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators.

B. The Agreement is limited to all matters within the "scope of representation." The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for GSRs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; financial aid, tuition and fees; financial support to students, including, but not limited to application, selection,

funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members' status as students including Student Code of Conduct, student discipline, and student housing.

C. NON-EXCLUSIVITY

The above enumerations of management and academic rights are not inclusive and do not exclude other management and academic 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. GRIEVANCE/ARBITRATION

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.