

ARTICLE 19
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 establish and administer procedures, rules and regulations, and direct and control University operations;
 4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. to determine the work location or relocation, reorganization, or discontinuance of operations;
 6. to determine and modify job qualifications, requirements, classifications, and descriptions;
 7. to determine or modify the number, scheduling, responsibilities, and assignment of ASEs including to direct, assign, train, and otherwise supervise unit employees;
 8. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 8, Discipline and Dismissal;
 9. to establish, maintain, modify and enforce standards of workplace performance, conduct, order and safety;
 10. to determine the standards of workplace performance for ASEs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
 11. to establish and modify rules, regulations, and policies and safety procedures;
 12. to establish or modify the academic and work calendars, including holidays and holiday scheduling;
 13. to assign ASE's individual work locations;
 14. to schedule hours of work;
 15. to recruit, hire, or transfer;
 16. to determine how and by whom instruction is delivered;
 17. to introduce new methods of instruction;
 18. to determine and manage campus housing pursuant to University policies;
 19. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
 20. to select all insurance carriers and to change carriers from time to time;
 21. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;

- 22. or to subcontract all or any portion of any operations;
- 23. and to exercise sole authority on all decisions involving academic matters.

B. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

C. 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 ASEs, 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.

D. NON-EXCLUSIVITY

The above enumeration of management and academic rights is not exhaustive and does not exclude other management and academic rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

E. 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.