

ARTICLE 5

MANAGEMENT RIGHTS

A. RIGHT TO MANAGE

The University reserves and retains the right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the University to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the University, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire employees;
3. Discipline, demote, suspend, or discharge with just cause, or layoff, transfer, assign, reassign, schedule, promote, or retain employees and to determine staffing policies and in all other respects to plan, administer, and govern its personnel;
4. Determine the adequacy of the work force, including the creation of new positions and the deletion of existing positions, and set standards for productivity;
5. Maintain and improve the efficiency and effectiveness of operations;
6. Determine the overall methods, process, means, or personnel by which University operations are to be conducted;
7. Effectively manage the work force which includes such issues as: the expansion, reduction, changing, combining, transferring, assigning, or ceasing of a job, department, operation, or service;
8. Take actions to carry out the mission of the University including: planning, managing, evaluating, administering, governing, controlling, and directing its operations;
9. Determine all methods, procedures and operations to be utilized and to continue, discontinue, or modify any existing or future administrative practices or procedures.

B. RIGHTS, POWERS AND AUTHORITY

Any of the rights, powers and authority enjoyed by the University, prior to the State Employment Relations Board's certification of Communication Workers of America as the exclusive bargaining representative for the bargaining unit, are retained; provided, however, that management's rights shall not be exercised in a manner violative of any express provision of this Agreement.

- C. The University's failure to exercise any of its rights or its failure to exercise such rights in a particular way shall not be considered a waiver of such rights.
- D. The University's exercise of exclusive rights pursuant to this Section shall not be subject to prior negotiations with the Local Union. The University agrees to bargain the effects of management's exercise of any of those rights regarding wages, and terms and conditions of employment.
- E. Nothing herein shall be construed as a waiver of the Union's right to utilize the grievance procedure for any violation of any such provision of this Agreement.