

## ARTICLE MANAGEMENT RIGHTS

**Section 1.** All management functions, rights, and prerogatives, written or unwritten, which 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, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; as well as the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources and priorities; to establish, revise and administer procedures, reasonable rules and regulations; to alter extend, or discontinue existing equipment, facilities and location(s) of operations, and to direct and control University operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of GWs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of GWs are evaluated; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to discipline or dismiss for just cause; to assign work locations; to schedule hours of work; to recruit, hire, appoint, assign, schedule, or transfer, direct, train supervise, evaluate, promote, retain, discipline, demote, suspend and dismiss employees; to determine how and by whom instruction is delivered; determine or modify the hiring criteria and work standards and the number and qualifications of employees; and to introduce new methods of instruction; and subcontract all or any portion of any operations.

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A. ~~The right to~~

- ~~(1) Generally determine, establish, direct, effect, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations, and resources;~~
- ~~(2) Take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary, and financial procedures by which the University's programs, services, and operations are to be conducted;~~
- ~~(3) Establish, maintain, modify, or enforce standards of performance, productivity, conduct, order, safety, and other University policies, procedures, guidelines, rules and regulations and to require bargaining unit members to observe them;~~
- ~~(4) Alter, extend, or discontinue existing equipment, facilities, and location(s) of operations, and to direct and control University operations;~~
- ~~(5) Recruit, hire, appoint, assign, schedule, transfer, direct, train, supervise, evaluate, promote, retain, discipline, demote, suspend, and dismiss employees;~~

The University reserves the right to add, delete, or modify any of these proposals at any time.

~~(6) — Determine or modify the hiring criteria and work standards for and the number and qualifications of employees;~~

~~(7) — Subcontract all or any portion of any operations~~

~~**Section 2.** 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.~~

**Section 2.** The parties recognize that members of the bargaining unit are first and foremost students in the University's graduate programs, and even when performing work as defined by this Agreement, they nonetheless remain as students. Consequently, the University shall exercise sole authority on all decisions involving academic and student matters, including but not limited to: (a) student admissions; (b) academic programming; (c) the development and execution of policies, procedures, rules and regulations regarding the GWs' status as students; and (d) any evaluations and determinations of GWs' progress as students.

~~A. — Who is admitted into programs;~~

~~B. — Student admissions standards;~~

~~C. — Student matriculation and graduation standards;~~

~~D. — Assessment of student work and grades and determinations as to students' academic progress;~~

~~E. — Decisions as to academic probation and dismissal;~~

~~F. — The introduction of new methods of instruction;~~

~~G. — The specifics of academic calendars and holidays;~~

~~H. — Research methodology and materials;~~

~~I. — External grants including application, selection, funding, administration, usage, accountability and termination;~~

~~J. — The creation, elimination or modification of courses and curriculum;~~

~~K. — Instructional methods;~~

~~L. — Decisions as to lab assignments, faculty advisors and any and all matters relating to the Graduate Workers in their capacity of students, and~~

~~M. — Matters involving financial aid.~~

~~N. — All other academic policies and procedures, rules and regulations in regard to unit~~

The University reserves the right to add, delete, or modify any of these proposals at any time.

~~members status as students.~~

**Section 3.** No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

~~Economic benefits, and all other terms and conditions of employment which were in effect on the effective date of the Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the University and the Union.~~

**Section 4.** The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.