

**ARTICLE 3  
MANAGEMENT RIGHTS**

3.1 Management Rights.

- (a) Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all rights, powers and authority previously possessed or enjoyed by the University prior to this Agreement are retained by the University.
- (b) Nothing in this Agreement will be construed to limit or impair the right of the University to exercise its sole exclusive discretion on all the following matters, providing such exercise is consistent with the express terms of this Agreement:
  - (1) To perform those duties and exercise those responsibilities which are assigned and/or required by the University pursuant to applicable federal and state law, regulations, or other appropriate authority.
  - (2) To determine and adopt the policies and programs, standards, rules and regulations determined by the University to be necessary for the operation and/or improvement of the University, and to select, manage and direct all classes of personnel.
  - (3) To set methods, means of operations and standards of services to be offered by the University, and to contract such operations/services to the extent deemed practical and feasible by the University in its discretion.
  - (4) To determine and re-determine: job content, work load, and classroom size.
  - (5) To decide the number, location, design, and maintenance of the University's facilities, buildings, supplies and equipment. To relocate, remodel, or otherwise revise University operations and facilities as may be deemed necessary to the University.
  - (6) Ultimate authority on laboratory equipment, including placement, operation, and usage/access.

**For the University**

**For the UFF**

\_\_\_\_\_  
Michael Mattimore  
Chief Negotiator

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Candi Churchill  
Chief Negotiator

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Date

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- ✓ (7) To determine qualification of all employees in the University. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the University consistent with the existing provisions of law and this Agreement.
  - (8) To select supervisory and managerial personnel.
  - ✓ (9) To discharge, demote, fine, or suspend any employee of the University, and to take other disciplinary action against such employee, or to relieve such employee from employment.
  - ✓ (10) To increase, reduce, change, modify or alter the size and composition of the workforce.
  - ✓ (11) To determine the extent of the University's operations. To determine when any part of such operation will function or be halted and to determine when, where and to what extent operations/services must be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued. Included in this standard is the ability to organize or reorganize, as needed.
  - ✓ (12) To establish, change or modify employee duties, tasks, responsibilities or requirements.
  - ✓ (13) To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the University may reasonably deem appropriate.
  - (14) To set standards for service to be offered to the public.
  - (15) To determine the number of employees to be employed in the University.
  - (16) To determine the mandatory training that will be offered to employees and require participation in such training from its employees.
- (c) The University has the sole authority to determine and re-determine the purpose

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and mission of the University.

- (d) The University has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the University, whether or not normally performed by the employees within the bargaining unit.
- (e) The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and will not be subject to the grievance and arbitration procedures provided in this Agreement. The selection and assignment of faculty will typically include faculty as a part of the process but the final decisions lie with the administration.
- (f) ✓ Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting bargaining unit employees in effect prior to, as well as those issued after the effective date of this Agreement, must remain in full force and effect unless changed, modified, or deleted by the University. Final authority to change, modify, or delete any rule or regulation rests with the University.
- (g) It is expressly understood by and between the parties to this Agreement that the University will not be deemed to have waived or modified any of the rights reserved to the University under this article by not exercising said rights in a particular manner.
- (h) Nothing contained in this Agreement will abrogate the rights, duties and responsibilities of the University, as provided by law.
- (i) Nothing in this Agreement will limit the University in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives will not be deemed to exclude other prerogatives of management not specifically enumerated. The University can exercise only those managerial functions that do not violate or abridge this Agreement.
- (j) All other rights to manage the University and the operations, functions, and

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purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the University.

**For the University**

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