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9/13/19

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9-13-19

ARTICLE
MANAGEMENT AND ACADEMIC RIGHTS

- A. The management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. For the purpose of this Agreement only, academic rights are those management rights exercised by faculty and academic administrators in the performance of their supervisory responsibilities in the academic domain.
- B. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to:
1. establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 2. establish or modify the academic and work calendar, including holidays and holiday scheduling;
 3. 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;
 4. introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 5. determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether academic researchers should be laid off;
 6. establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
 7. determine the amount and timing of merit increases;
 8. establish University rules and regulations and to require academic researchers to observe them;
 9. determine and modify job classifications and job descriptions;
 10. determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of any operation;
 11. determine or modify the number, qualifications, scheduling, responsibilities and assignment of academic researchers;
 12. counsel, discipline, or dismiss academic researchers;
 13. assign work locations and schedule hours of work;
 14. recruit, appoint, reappoint, not reappoint or transfer, academic researchers and assign duties to them;
 15. communicate with academic researchers in the course of daily activities;

16. investigate and determine matters of research and/or scholarly misconduct;
17. investigate and determine matters of sexual harassment, discrimination and personal misconduct;
18. determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
19. determine the standards of performance, the criteria by which performance is evaluated, and to evaluate the performance and progress of academic researchers;
20. determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators; and
21. determine the academic researchers who will have principal investigator status either as a matter of right or by exception.

C. NON EXCLUSIVITY

The above enumerations of management and academic rights 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. The foregoing provisions shall not preclude consultation with academic researchers through normal academic channels.

D. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management and/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.