ARTICLE III

UNIVERSITY MANAGEMENT RIGHTS AND PREROGATIVES

A. General Provisions

The management of the University and the direction of the employees in the bargaining unit are vested exclusively in the University of Massachusetts Board of Trustees. The Board shall continue to have all rights customarily reserved to management. Reserved rights include but are not limited to the following:

1. The right to enact University policies, rules, and regulations which are not in conflict with this agreement;

2. The right to hire, promote, suspend, discipline, transfer, or discharge for proper cause all employees and determine their qualifications;

3. The right to award tenure or to otherwise determine the employment period of all employees in the unit;

4. The rights to relieve employees from duty because of lack of work, legislative budget reductions, financial exigency or other proper reasons;

5. The right to determine financial policies, budgetary preparation and submission including accounting procedures; and

6. The right to determine the management organization of each aspect of the University operation and the selection of employees for promotion to supervisory or other managerial positions.

B. Limitation of Management Rights

Provided that in the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the limitations imposed and/or secured by the specific and express terms of this Agreement. Both the exercise of management rights and the limitations secured by the Agreement shall be valid only to the extent they are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the United States of America.

C. Management Prerogatives

1. Nothing in this Agreement shall be deemed or construed to impair or limit those powers and duties of the Board which may not be delegated or circumscribed under the laws of the Commonwealth.
2. It is clearly understood that the management rights and prerogatives secured by this Article are not subject to the grievance or arbitration procedures of this Agreement, except only as to the limitations specifically imposed and/or secured in this Agreement.

3. Except as otherwise specifically limited by this agreement, Board management authority may be delegated to appropriate administrative designees; whenever any provision of this Agreement shall require that any act be done or any act not be done by the Board or by any member of the Administration, such act may be done or not done, as the case may require, by the Board or its designee or by the member of the Administration or his or her designee, respectively.