

Management Functions / Management Rights

Roosevelt University	Elgin Community College	NEIU	City Colleges	Columbia College
<p>Article 6 C. Management Rights The University retains all functions, rights, and powers or authority of the University unless specifically limited by the express language of this Agreement and then only to the extent such express language of the Agreement is in conformance with law, including but not limited to the right:</p> <ol style="list-style-type: none"> 1. to the executive management organization and administrative control of the University and its properties and facilities; 2. to direct the work of its employees and determine the time and hours of operation; 3. to determine the kinds and levels of services to be provided and the methods and means of providing these services including entering into contracts with private vendors for services; 4. to hire all employees, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees; 5. to establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of University operations; 6. to build, move or modify facilities; to establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; and to take action on any matter in the event of an emergency; and 7. To exercise and control all matters inherent to managerial policy. 	<p>Article II 2.13 Management Rights Clause. the Elgin Community College Board of trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the state of Illinois and the United States, including, but without limiting the generality of the foregoing, the right:</p> <ol style="list-style-type: none"> A. to the executive management and administrative control of the College, its properties and facilities. B. to hire all employees and subject to the provisions of law and procedures as outlined in this contract determine: <ol style="list-style-type: none"> 1) employee qualifications 2) conditions for their continued employment 3) conditions for their dismissal 4) conditions for demotion or reduction in force 5) conditions for promotion and transfer of all such employees. C. to approve curriculum and courses of instruction, including special programs deemed necessary or advisable by the Board. 	<p>Article 13 Management Rights 13.01 The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.</p> <p>13.02 The Board's exercise of its rights shall be limited only by the specific and express terms of this Agreement.</p> <p>13.03 Neither the Union nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.</p>	<p>IV. MANAGEMENT RIGHTS the Board reserves its inherent management rights and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the rights:</p> <ol style="list-style-type: none"> A. to manage, direct, control, supervise, evaluate, discipline and manage the District and the Colleges and its part-time faculty members; B. to determine and administer educational policy, including appropriate course offerings and scheduling; C. to determine class size, staffing and assignments; D. to determine the desired qualifications of faculty and other personnel; E. to operate the District and the College and direct the part-time faculty; and F. to otherwise retain all inherent managerial rights, authority, prerogatives and privileges which are exclusively invested in the Board or its officers under governing laws, ordinances, rules and regulations as set forth in the Constitutions and laws of the State of Illinois and of the United States and the Board's policies and rules. 	<p>Article II 1. All the rights, responsibilities, powers, duties, and authority inherent in the management of the College shall be retained and exercised by Columbia College Chicago, its Board of Trustees and officers in their sole discretion, including by way of example and not in any way limited to:</p> <ol style="list-style-type: none"> A. The right to plan, establish, terminate, modify, and implement all aspects of educational policies and practices...except as may be modified by this Agreement. B. The right to manage the College and direct the College's property...except as may be modified by this Agreement. C. The right to hire, direct, transfer, assign, terminate, lay off, discipline, appoint, reappoint, and evaluate its employees and to establish, modify, and discontinue rules and regulations of procedure, conduct, policies, standards, and practices relating to the performance of work...except as may be modified by this Agreement. <p>2. This enumeration of management's rights is not all-inclusive but rather illustrates the type of matters or rights which belong to and are inherent to management and shall not be deemed to exclude management rights not specifically listed.</p>

Management Functions / Management Rights (Cont'd)

American University	Georgetown University	George Washington University	Tufts University
<p>Article 2 - 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 Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect American University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control American University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe American University rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic</p>	<p>Article 9 (A) - All rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this Agreement, are retained by the University and may be exercised by the University in its sole discretion. These rights of management shall include, but not be limited to, the right to establish, plan, direct and control the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of adjunct faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which adjunct faculty members' performance is evaluated... to discipline or dismiss adjunct faculty members... to determine how and when and by whom instruction is delivered; to determine all matters relating to adjunct faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. (B) - No action taken by the University with respect to a management 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.</p>	<p>Article IV (A) - Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which Faculty members' performance is evaluated; to establish and require Faculty members to observe University rules and regulations; to discipline or dismiss Faculty members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to Faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. (B) - Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching will be made at the sole discretion of the University. (C) - The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a</p>	<p>Article 2 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; the right to generally determine and effect the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated... to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. 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 3 - 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.</p>

<p>judgment and shall be made at the sole discretion of Management. Management, in not exercising any function hereby reserved to it in this Article 2, 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 Management from exercising the same in some other way. No action taken by American University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.</p>		<p>waiver of any such rights by the University, provided that the University has met its obligation to negotiate the Union when the exercise of such other rights pursuant to this paragraph C will result in a material change to a Faculty member(s)' terms and conditions of employment.</p> <p>(D) - No action taken by the University with respect to a management 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.</p>	<p>Section 4 - No action taken by the University with respect to a management or academic right shall be subject to the grievance procedures unless the exercise of such right violated an expressly written provision of this Agreement.</p>
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