

**ARTICLE 3**  
**MANAGEMENT RIGHTS**  
**[AMENDED AUGUST 2019]**

- 3.1 Public Employer's Rights. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.
- (a) According to section 447.209, Florida Statutes, and the express agreement of the parties, the University maintains all management rights, including but not limited to the following examples:
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 management, administrative, supervisory and other 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 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. To have oversight and ultimate authority on laboratory equipment.
  5. To determine qualifications 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.
  6. To select supervisory and managerial personnel from the working forces strictly based on management's determination of individual ability, based on examination, performance evaluation, special skills, classification, and other related elements at the discretion of the University consistent with this Agreement.
  7. 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.
  8. To increase, reduce, change, modify, or alter the size and composition of the workforce.

9. To determine the number of employees to be employed in the University.
  10. To determine the mandatory training that will be offered to employees and require participation in such training from its employees.
  11. The University has the sole authority to determine and re-determine the purpose and mission of the University.
  12. The University has the sole, exclusive right to direct the managerial, supervisory, and administrative personnel, and any other persons 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.
  13. The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- (b) It is expressly understood by and between the parties to this Agreement that the University shall 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 matter or in a particular manner.
  - (c) Nothing contained in this Agreement shall abrogate the rights, duties, and responsibilities of the University, as provided by law.
  - (d) Nothing in this Agreement shall limit the University in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall 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.
  - (e) All other rights to manage the University and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the University.