

TENTATIVE AGREEMENT # 12

ARTICLE III – MANAGEMENT RIGHTS

Section 1.

Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that the College has the right to:

- a) establish, plan, direct, and control the College's mission, programs, course offerings, objectives, activities, resources, and priorities;
- b) establish and administer procedures, policies, handbooks, rules, and regulations and direct and control College operations;
- c) alter, extend, reduce, or discontinue existing programs, units, schools, courses, equipment, facilities, and location of operations;
- d) determine or modify the number, qualifications, scheduling, responsibilities, and assignment of bargaining unit faculty members;
- e) establish, maintain, modify, evaluate or enforce standards of performance, conduct, order, and safety;
- f) establish and require bargaining unit faculty members to observe College policies, procedures, rules, and regulations;
- g) recruit, hire, appoint, reappoint, promote, transfer (across academic units), discipline, dismiss, layoff, or not rehire bargaining unit faculty members in a manner consistent with this agreement;
- h) establish or modify the academic calendars, including holidays and holiday scheduling;
- i) assign work locations;
- j) schedule hours of work;
- k) determine compensation for bargaining unit members not otherwise established in this Agreement;
- l) address accreditation requirements;
- m) enter into contracts of employment with bargaining unit members in a manner consistent with his Agreement;
- n) determine whether to extend a terminal appointment or to convert a terminal line to a renewable line as set forth in Article XXI of this Agreement;
- o) determine all matters relating to faculty conversion to the tenure track;

- p) introduce new (or otherwise change existing) standards, facilities, or methods of instruction or assessment of student learning;
- q) subcontract all or any portion of any operations;
- r) exercise sole authority on all decision involving academic matters; and
- s) exercise the powers of the College granted by its Charter and Bylaws.

Decisions regarding what is taught, the format in which it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the College.

The College shall also have the right to establish, alter or amend any practices and/or terms and conditions of employment not specifically covered in this Agreement, including the ability to amend, alter, or change the terms of the Faculty Handbook, provided that the College has met its obligation to negotiate with the Union as provided for in this Agreement, when the exercise of such rights will result in a material change to unit member(s)' terms and conditions of employment.


Section 2.

The above listing of management rights is not intended to be exhaustive and does not exclude other management rights not specified herein, nor shall the exercise of or non-exercise of rights constitute a waiver of any such rights by the College.

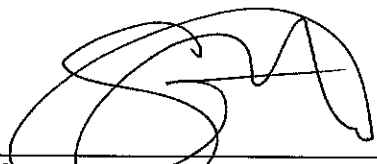
Section 3.

No action taken by the College with respect to management or academic rights shall be subject to the grievance procedure or collateral suits unless the exercise thereof violates an express written provision of this Agreement.

Agreed to: March 8, 2024



 Robert F. Manfredro
 On behalf of Skidmore College



 Sean Collins
 On behalf of SEIU Local 200United

Faculty Bargaining Committee:
