

**ARTICLE 5**  
**RIGHTS OF TEMPLE**

A. Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the university for the entire management, control and conduct of the instructional, administrative and financial affairs of the university pursuant to the Temple University – Commonwealth Act, 24 P.S. §2510-1 et seq.

B. In accordance with the rights established by Act 195, the university shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the university, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

C. The management, administration and control of the university's operations, programs, activities, mission and resources, and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved; the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons; the maintenance of discipline, order and efficiency; the right to establish, revise, maintain and enforce reasonable work standards and schedules; to make from time to time and enforce reasonable work rules; to introduce new work methods and facilities; to subcontract all or any portion of its operation (provided that if the university proposes to subcontract bargaining unit work, TAUP is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) working days following the initial notice to TAUP) and to change or eliminate existing methods whether or not the same causes any reduction in the working force; or to reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in the university, provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the bargaining unit.

D. 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 waiver of such rights by the university. The parties recognize that none of the management rights enumerated above or any other management rights shall be subjects of bargaining or grievances.

E. The rights of management are limited only as expressly limited by the language of this agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

F. The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate in the formulation and recommendation of educational policy within the university and its schools and colleges, as approved by Temple and its Board of Trustees.

