

ARTICLE VI

MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State reserves all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws and pursuant to Article III, number 4.

All such rights, powers, authority and prerogatives of management are retained subject to limitation as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

The University retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of faculty unit members and which are not inconsistent with the express provisions of this Agreement.

The following paragraph is moved to Article VIII, Section B:

~~On an annual basis, each bargaining unit member shall be assessed and evaluated as to professional competence in the performance of his or her duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department Chairperson to the appropriate Dean for faculty and by the campus library director to the University Librarian or his or her designated representative for librarian unit members and to the bargaining unit member within 30 days of his or her evaluation date and shall be incorporated in the permanent personnel file.~~

AGREED: 5/7/15