

## **ARTICLE 4 - MANAGEMENT RIGHTS**

1. Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and the Florida Board of Education Rules. These unilateral rights include, but are not limited to, the right to:
  - A. Determine the purpose, mission, objectives, and policies of the College;
  - B. Determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College's programs;
  - C. Administer the personnel system of the College;
  - D. Direct, supervise, schedule and assign the workforce;
  - E. Transfer an operation or any part thereof from one area of the campus to another or from one campus or site to another;
  - F. Maintain the discipline and efficiency of the Faculty and operation of the College;
  - G. Determine the programs and courses of instruction;
  - H. Determine the College's grading system;
  - I. Select employees for hire;
  - J. Determine staffing requirements;
  - K. Determine the duties required by employees;
  - L. Transfer, lay off, and recall employees;
  - M. Determine the nature and extent of services that are to be performed;
  - N. Regulate the use of College equipment and facilities;
  - O. Make and enforce work rules;
  - P. Create or discontinue programs;
  - Q. Establish and modify or eliminate employees' duties;
  - R. Determine staffing levels and patterns, including the size and composition of the work force;
  - S. Determine whether and to what extent work shall be performed by employees in this bargaining unit and to change such determinations;
  - T. Determine the nature and scope of College operations and services and how the same will be conducted, including whether and when to subcontract all or part of bargaining unit work or functions and to enter into contracts with private vendors or providers for any service;

- U. Budget and determine allocation of funds and resources;
  - V. Schedule classes and establish class size;
  - W. In an emergency, take any and all actions the College, in its sole discretion, deems necessary or advisable under the circumstances; and,
  - X. Take such measures as management may consider to be necessary to the orderly, efficient and economical operation of the College; to take whatever actions may be necessary or appropriate to carry out the mission of the College; and to have complete authority to exercise those rights and powers incidental to each of the rights reserved to management, including the right to alter or vary past practices as the College may determine to be necessary.
2. Except as limited or modified by the express written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the College prior to this Agreement are retained by the College and may be exercised without prior notice or consultation with the Union.
  3. The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses.
  4. The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same right in some other way not in conflict with the express provisions of this Agreement.
  5. Nothing in this Article is intended as a waiver of the Union's rights under Chapter 447 to bargain over mandatory subjects of bargaining or the impact of changes brought about by the exercise of management rights.