

ARTICLE NINE – MANAGEMENT RIGHTS

- 9.1 The Union recognizes that the College retains all the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the College or any part of it.
- 9.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the College shall include the following:
- 9.2.1 To direct and supervise all operations, functions, and policies of departments in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the College as they may affect employees in the bargaining unit.
- 9.2.2 To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto, subject to the layoff provisions of this Agreement.
- 9.2.3 To determine the need for and to establish, revise, and implement standards for hiring, classifications, promotion, transfer, quality of work, safety, materials, equipment, uniforms, methods, and procedures. Wage rates for revised job classifications or range adjustments shall be tentative, subject to consultation with the Union (See Article 11.11.2). Disputes regarding salary rates for revised classifications and decisions to adjust ranges for a classification shall be resolved through the grievance procedure beginning at Step 3.
- 9.2.4 To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, and facilities.
- 9.2.5 To assign and distribute work within job classification.
- 9.2.6 To contract or sub-contract work. However, the College shall consult with the Union on the impact of employees in the unit of such subcontracting of work presently being performed. The consultation with the Union will provide an opportunity for discussion of alternatives and for the Union to be advised of the College's need to take such action.
All College proposals to outsource services under the existing language (see above) of Article 9.2.6 of the Union contract during the term of this agreement, shall be subject to the interim bargaining guidelines specified herein (see Article Nineteen). All College proposals to outsource bargaining unit services shall also require a majority vote of the College Board of Education.
- Copies of purchase orders for outside services will be timely provided to the appropriate Vice President, Chief Human Resources Officer, and the Union President. If, in the judgment of the Union, the cumulative effect of contracts/subcontracts has a negative impact on bargaining unit employees, the Union may request a meeting to discuss such concerns.
- 9.2.7 To determine the organizational structure of the College and each department.
- 9.2.8 To control the use of College property and facilities.
- 9.2.9 To enforce the rules and regulations now in effect and to establish new procedures not in conflict with the specific terms of this Agreement.
- 9.2.10 To assign work shifts, work days, and work locations subject to the specific limitations of other clauses of this Agreement.
- 9.2.11 To discipline an employee.
- 9.2.12 To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the College.

9.3 The exercise of any of the aforementioned prerogatives shall be subject to the restrictions contained in other sections of this Agreement. The exercise of any management prerogative, function or right which is not specifically restricted by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement.