

ARTICLE XX – MANAGEMENT RIGHTS

Except as may be limited by an express provision of this Agreement, and applicable federal law, all rights to manage the facilities and direct employees are vested exclusively in the Employer. This Article is to be interpreted broadly and is intended as a clear and unmistakable waiver of the subject matters identified. The management rights as to which the Employer may so act include, but are not limited to:

- determining its services, methods for delivering services and operations;
- the right to discontinue or transfer processes, services or operations;
- ~~to see or lease the business free of the liabilities of this Agreement~~
- to introduce new or different methods, processes, procedures, technological changes, equipment or facilities;
- to automate job functions or duties, and/or to determine, or redetermine, the methods, processes, equipment, and materials to be employed;
- to subcontract work, provided that it has given the Union thirty (30) days advance notice, and upon request, meets to discuss impacts to bargaining unit providers;
- to hire or contract for temporary employees to perform work;
- to establish or continue policies, practices, or procedures except those that conflict with the provisions set forth in this Agreement;
- to establish, modify and enforce reasonable rules and regulations on any matter whatsoever, **pertaining to** but not limited to, **employee conduct and discipline,** and **safety policies and procedures,** as well as work activities, and to amend and revise current policies, rules and regulations without first having to bargain with the Union to impose or agree to;
- to select and to determine the number and types of employees required;
- to determine or redetermine the number and kinds of classifications required subject to the provisions set forth in this Agreement, including appropriate notice to the Union;
- to assign work covered by this Agreement in accordance with the requirements determined by management;
- to establish and change work schedules, shifts, locations, duties and assignments subject to the provisions set forth in this Agreement;
- to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty, subject to the provisions set forth in this Agreement;
- ~~to establish wage rates for new or changed classifications or positions;~~
- to establish **reasonable** work or performance standards;
- ~~to shut down for any reason necessary;~~
- to suspend, discharge, or otherwise discipline employees for nondiscriminatory, legitimate reasons subject to the provisions set forth in this Agreement;
- **to fix reasonable standards of quality and quantity for work to be done;**
- **to determine job content, provided that the Union may request to bargain impacts when the Clinic changes job content of bargaining unit nurses;**
- ~~to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions and to take whatever action is necessary to carry out any functions of the Employer in order to promote efficiency, order and productivity.~~

~~All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.~~