

Article 5
Management Rights

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5 1. Except where expressly limited by the terms of this Agreement, the College, hereby
6 retains and reserves unto itself all management rights and the powers, duties and authority to plan,
7 govern, manage and control the College and in all respects, carry out the ordinary and customary
8 functions of management including those conferred upon or vested in it by Section 447.209,
9 Florida Statutes, other applicable Florida and federal statutes, and State Board of Education Rules,
10 and express provisions of this Agreement.

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12 2. While it is not possible to anticipate or detail in this Agreement all the rights and
13 prerogatives that the College retains and reserves, the following list that the Public Employees
14 Relations Commission has determined are management rights is illustrative. The College
15 exclusively retains and reserves the rights to: determine unilaterally the purpose of each of its
16 constituent agencies and units; set standards of services to be offered to the public; exercise control
17 and discretion over its organization and operations; direct its employees; discharge, demote, or
18 suspend any employee of the College, and take other disciplinary action against such employees,
19 or to relieve such employees from duty in accordance with this Agreement; relieve its employees
20 from duty because of lack of work or for other legitimate reasons; select employees for hire;
21 determine staffing requirements; schedule work in accordance with this Agreement; determine the
22 duties required by employees; subcontract all or a part of its work or functions; transfer; lay off;
23 recall; determine the nature and extent of services that are to be performed; regulate the use of
24 equipment and facilities; make and enforce reasonable work rules; establish class sizes; create a
25 position outside the bargaining unit and select the criteria for such position; discontinue
26 programs; and make, issue, publish, modify and enforce policies, procedures, rules and
27 regulations as the College may reasonably deem appropriate.

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29 3. The College will act in accordance with this Agreement on such matters, and take
30 such measures as management may consider to be reasonably necessary to the orderly, efficient
31 and economical operation of the College except as may be in conflict with any provisions of this
32 Agreement or policies which may be incorporated into this Agreement by reference.

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34 4. The selection process and assignment of personnel outside of the bargaining unit is
35 the sole responsibility of management and shall not be subject to the grievance and arbitration
36 procedures provided in this Agreement except where there may be a specific violation of an
37 express term of this Agreement.

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39 5. The UFF recognizes that the College has certain obligations to comply with federal,
40 state, and local laws, ordinances, regulations, directives and guidelines that may be applicable to
41 such matters as affirmative action, equal employment opportunities, etc., and shall cooperate in

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UFF

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SCFBOT

Date: _____

Date: _____

June 7, 2019

42 such compliance. Such matters shall not be subject to the grievance and arbitration procedures
43 provided in this Agreement except where there may be a specific violation of an express term of
44 this Agreement.

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46 6. Except as otherwise expressly provided in this Agreement, any written rule,
47 regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to,
48 as well as those issued after the effective date of this Agreement, shall remain in full force and
49 effect unless changed, modified, or deleted by the College. Final authority to change, modify, or
50 delete any rule or regulation rests with the College, provided that where such rule or regulation is
51 incorporated into this Agreement by reference, any such changes, modifications, or deletions shall
52 have no effect on the members of the UFF-SCF bargaining unit until negotiated and ratified by or
53 imposed upon the parties.

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55 7. Only the express terms of this Agreement shall limit the College in the exercise of
56 its managerial functions. It is agreed that these enumerations of management prerogatives shall
57 not be deemed to exclude other prerogatives of management not specifically enumerated. The
58 College can exercise only those managerial functions that do not violate or abridge this Agreement.

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60 8. Nothing herein shall be construed as a waiver of any member of the bargaining
61 unit's right or the Union's right to file a grievance where the College's exercise of its management
62 rights violates an express term of this Agreement, nor shall anything herein be construed as a
63 waiver of the Union's right to bargain the impacts of decisions made by the College within the
64 scope of its management rights on wages, hours, and terms and conditions of employment.

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66 9. In the exercise of the above-enumerated rights, the College recognizes its
67 obligations to bargain if the law so requires over such rights or decisions that alter, modify, or
68 impact hours, wages, and terms and conditions of employment of bargaining unit
69 employees. Nothing contained in this Section shall prevent the College from implementing the
70 proposed right or decision, but any settlement, agreement, or legislative imposition finally reached
71 as a result of negotiations shall be retroactive to the date of implementation in accordance with
72 law.

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