

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its Departments, Agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to determine, modify, establish or eliminate.

However, when the Employer intends to make any adverse changes in beneficial written employment policies or procedures, it shall, prior to implementation, notify the MSEA of such intent and, upon MSEA request, the parties shall meet in a good faith effort to address and attempt to resolve MSEA's concerns.

Management rights include, but are not limited to, the right, without engaging in negotiations, to:

1. Determine matters of managerial policy; mission of the Agency; budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes in conditions of employment shall be subject to negotiation requirements. Such negotiations shall not be required where the action of the Employer is governed by another Article of this Agreement.
2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.
3. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work.
4. Make reasonable work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to MSEA for its information in accordance with Article 20.

It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of negotiation during the term of this Agreement; provided, however, that such rights must be exercised consistently with the other provisions of this Agreement.

This Agreement, including its supplements and exhibits attached hereto (if any), concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. MSEA acknowledges and agrees that the bargaining process, under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment at both primary and secondary levels, and such terms and conditions shall not be addressed under the Conference Procedure of the Civil Service Rules and Regulations.

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section D, shall not be impaired. All negotiable terms and conditions of employment not covered by this Agreement shall be subject to the Employer's discretion and control.