

ARTICLE 21 – MANAGEMENT RIGHTS

2101 Subject to the laws and regulations governing the healthcare industry, the Facility retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Facility and not abridged by this Agreement include, but are not limited to, the following:

- 1) to manage, direct and maintain the efficiency of its business and personnel;
- 2) to manage and control its departments, buildings, facilities, equipment and operations;
- 3) to create, change, combine or abolish jobs, departments and facilities in whole or in part;
- 4) to subcontract or discontinue work for business, economic, medical or operational reasons;
- 5) to utilize personnel from nursing registries or other temporary help agencies;
- 6) to direct the work force;
- 7) to increase or decrease the work force;
- 8) to determine staffing patterns and levels and the number of Registered Nurses needed, provided that the Facility adheres to the regulations set forth in Title XXII;
- 9) to lay off Registered Nurses;
- 10) to hire, transfer and promote Registered Nurses;
- 11) to demote, suspend, discipline and discharge Registered Nurses;
- 12) to maintain the discipline and efficiency of its Registered Nurses;
- 13) to establish work standards and schedules of operations;
- 14) to specify or assign work requirements and overtime;
- 15) to assign work and decide which Registered Nurses are qualified to perform such work;
- 16) to determine working hours, shift assignments, and days off;
- 17) to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
- 18) to determine the type and scope of work to be performed and for the services to be provided to patients;
- 19) to determine whether work will be assigned to bargaining unit Registered Nurses or other Registered Nurses;
- 20) to determine the methods, processes, means and places of providing service to patients;
- 21) to determine the quality of patient services;
- 22) to acquire and dispose of equipment and facilities;
- 23) to determine the places where work will be performed;
- 24) to hire temporary Registered Nurses for designated periods of time;
- 25) to pay wages and benefits in excess of those required by this Agreement;

26) to effect technological changes in its equipment and operations; and

27) to sell, close, or dispose of all or part of the Facility.

The Facility's failure to exercise any right, prerogative, or function hereby reserved to it or the Facility's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Facility's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.