ARTICLE 6

MANAGEMENT RIGHTS

6.1 CSEA recognizes and agrees that the exercise of the expressed and implied legal powers, rights, duties, and responsibilities of the District, e.g., the adoption of the policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement.

6.2 CSEA recognizes and agrees that the District powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to:

- manage its operation;
- direct, select, decrease, and increase the work force, including but not limited to hiring, demotion, suspension, layoff, or discharge;
- maintain discipline and efficiency of unit employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees;
- make all plans and decisions on matters involving its operations; determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the materials to be used, and the right to introduce new, or improved, methods and facilities;
- change or alter any existing methods and facilities; and
- regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently.

6.3 CSEA recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this agreement in case of emergency. An emergency is considered an act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with CSEA. CSEA agrees it will abide by such emergency decision of the Board during the declared emergency.

6.4 CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the representatives officially designated by the Board to act in its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board as its representative.