

**ARTICLE 16**  
**RETAINED RIGHTS**

- 16.1 All matters not specifically enumerated as within the scope of negotiations in Government Code, Section 3543.2 and specifically limited by provisions of this agreement, or limited by statutory provision, are reserved to the District. It is agreed that such reserved right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 16.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  - 16.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices, all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund provisions of this agreement;
  - 16.1.3 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements; and the personnel, work, service and activity functions assigned to such properties;
  - 16.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, and the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed including educational, support, construction, maintenance, and repair service;
  - 16.1.5 The utilization, for limited periods of time, of personnel not covered by this agreement, including, but not limited to, the personnel occupying positions listed as "excluded" in Article 2 of this agreement, to do work which is normally done by employees covered hereby, and the methods of selection and assignments of such personnel;
  - 16.1.6 The selection, classification, direction, and promotion of all personnel in the District; the demotion, discipline, and termination of all personnel of the District; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, departments, tasks or equipment (subject only to the provisions of Article 6, "Transfers"); and the determination as to whether, when, and where there is a job opening subject only to the provisions of Article 6;
  - 16.1.7 The job classification and the content qualifications thereof; the rates of pay for any new classifications implemented during the terms of this agreement;
  - 16.1.8 The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards subject only to the provisions of Article 4, "Evaluation Procedures";
  - 16.1.9 The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; the college's instructional calendar; the assignment of paid work days beyond the regular assigned work year; the assignment of overtime subject only to the provisions of Article 11, "Wages"; and Article 3, "Hours of Employment";

- 16.1.10 Safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to the provisions of Article 5, "Safety Conditions of Employment";
  - 16.1.11 The retirement of employees for disability, as limited by provisions of law;
  - 16.1.12 The lawful termination or layoff of employees as the result of the exercises of any of the rights enumerated above, or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this agreement.
- 16.2 All other rights of management not expressly limited by the clear and explicit language of this agreement are also expressly reserved to the District even though not enumerated above; and the express provisions of this agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 16.3 Any dispute arising out of, or in any way connected with, either the existence of, or the exercise of, any of the rights of the District not expressly limited by the clear and explicit language of this agreement, or arising out of, or in any way connected with, the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 10.