

ARTICLE 2: MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively with the Employer. Except as otherwise provided in the Agreement, the Union agrees that the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below.

Examples of the rights reserved solely to the Employer, its administration, agents and officials include, but are not limited to, the right:

1. To establish the Employer's mission, programs, objectives, activities and priorities.
2. To exercise full and exclusive control of the management of "LLNS," and to supervise and direct all operations.
3. To plan, direct, manage and control the use of resources and personnel to achieve the Employer's missions, programs, objectives activities and priorities.
4. To establish, revise and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on.
5. To introduce and implement new or improved methods, equipment, supplies, and facilities, or change or eliminate existing methods, equipment or facilities.
6. To determine the location of operations.
7. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees.
8. To establish budget procedures, determine budgetary allocations and budgetary priorities.
9. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees.
10. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or lay-off employees.
11. To discipline, discharge or release non-career employees without cause, or to medically separate employees unable to perform essential, assigned functions fully, due to disabilities or other medical conditions.
12. To determine the basis for merit increases, special awards and payments for meritorious performance and to exercise discretion as to the granting, timing, amount, distribution and frequency of such increases, and whether or not such increases shall accrue to an employee's base salary.
13. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated.
14. To establish, maintain, modify and enforce safety standards and programs.

15. To implement, continue, modify or discontinue any policy, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.
16. To utilize personnel, methods and means appropriate for maintenance of an orderly, effective and efficient operation.
17. To maintain employee records, including attendance and time worked.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the Employer be construed to mean that any right is waived.

An action taken or not taken with respect to a management right shall not be subject to the Grievance Procedure or Arbitration Procedure, or collateral suit unless the exercise thereof violates an express written provision of this Agreement.