

## ARTICLE 5: 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 this Agreement, the Association agrees that the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the Employer and the Association may have discussions involving but not limited to these areas, the Association agrees, except as provided below, that the Employer is not obligated to bargain with the Association as to such areas during the term of this Agreement, or make decisions concerning these areas and implement them without notice to the Association.

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 "LLNL" 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, facilities and weapons to be used, or change or eliminate existing methods, equipment or facilities.
6. To determine the location of operations.
7. To discontinue, relocate or subcontract all or any portion of any operation, provided the Association is given reasonable notice and opportunity to discuss the effects of such action on bargaining unit employees.
8. 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.
9. To establish budget procedures, determine budgetary allocations and budgetary priorities.
10. 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.
11. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or layoff employees.

12. To discipline, discharge or release non-career employees without cause, or to medically separate employees unable to perform essential, assigned functions fully, due to handicaps or other medical conditions.

13. 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.

14. 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.

15. To establish, maintain, modify and enforce safety standards and programs.

16. To implement, continue, modify or discontinue any policy, practices, work rules regulations or attendance standards which do not conflict with the express written provisions of this Agreement.

17. To utilize personnel, methods and means appropriate for maintenance of an orderly, effective and efficient operation.

18. 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.

To the extent any decisions falling under the above categories affect the terms and conditions of employment of members of the Association, the Employer agrees that it has the obligation to bargain about those effects. However, the parties agree that with respect to any effects which would ordinarily be a mandatory subject of bargaining under HEERA, the following procedures shall apply:

a. The Employer shall give reasonable notice prior to implementing any changes which would result in effects which would otherwise be a mandatory subject of bargaining.

b. Following such notice, the Association may request to meet and confer regarding the effects with the Employer. The request for a meeting must be received by the Employer within five (5) working days from receipt of such notice.

c. The Employer is obligated to meet on no more than five (5) occasions with the Association, within a forty-five (45) calendar day period.

d. The forty-five (45) day period shall be extended by the amount of delay, if any, by the employer in bargaining. For example, the employer shall respond to requests for information within five (5) working days. Thus, any delay beyond the five (5) working days would extend the forty-five (45) dsw by the extra time taken in responding.

e. If the Association and the Employer fail to agree on a resolution of any disputes concerning the effects or impacts of the noticed changes, the Impasse Procedure under HEERA shall not apply, and the Employer may implement the noticed changes.

f. Any alleged breach of this provision, including as to whether the alleged impact is a mandatory subject of bargaining, shall be subject to the Arbitration procedure.