

**ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

1. SECTION 1. The Employer rights and authorities as they
2. existed prior to the signing of this Agreement are
3. retained except as specifically abridged by the expressed
4. provisions of this Agreement or other appropriately
5. negotiated living documents.

6. Those rights include:
 7. a. To determine the mission, budget, organization,
 8. number of employees, and internal security practices of
 9. the Agency.

 10. b. To hire, assign, direct, layoff, and retain
 11. employees in the Agency, or suspend, remove, reduce in
 12. grade or pay, or take other disciplinary action against
 13. such employees.

 14. c. To assign work, to make determinations with respect
 15. to contracting out, and to determine the personnel by
 16. which Agency operations shall be conducted.

 17. d. With respect to filling positions, to make
 18. selections for appointments from;
 19. (1) Among properly ranked and certified
 20. candidates for promotion; or

 21. (2) Any other appropriate source;

 22. e. To take whatever actions may be necessary to carry
 23. out the Agency mission during emergencies.
24. SECTION 2. At the Employer election it may negotiate with
25. the Union on the numbers, types, and grades of employees or
26. positions assigned to any organizational subdivision, work
27. project, or tour of duty, or on the technology, methods,
28. and means of performing work.

29. SECTION 3. Nothing in this Agreement shall preclude the
30. Employer from negotiating with the Union on procedures
31. which the Employer will observe in exercising any authority
32. under Section 1, Section 2 and on appropriate arrangements
33. for employees adversely affected by the exercise of any
34. authority by the Employer. When exercising the right to
35. prescribe regulations relating to the personnel policies
36. and practices and working conditions, the Employer shall
37. have due regard for the obligation to meet and confer.

38. SECTION 4. Management Officials and Supervisors will
39. encourage the achievement of high standards of employee
40. performance and the continual development and

41. implementation of work practices to facilitate improved
42. employee performance and efficiency; provide employees an
43. opportunity to participate in the implementation of
44. personnel policies and practices affecting working
45. conditions; and strive to maintain constructive and
46. cooperative relationships between the Employees, the Union
47. and the Employer.

48. SECTION 5. Management Officials and Supervisors will
49. maintain a position of neutrality with regard to questions
50. of dues paying membership or non-dues paying membership of
51. subordinates in the Union.

52. SECTION 6. Management Officials and Supervisors will not
53. coerce or require, in any manner, employees to invest their
54. time, talent, money, or donate to charity, or participate
55. in activities not related to their employment. Management
56. Officials and Supervisors shall neither engage in nor
57. coerce employees to engage in or contribute to, or
58. otherwise support or become involved in any private
59. business or profit-making endeavor on official duty time or
60. by using Government facilities or equipment.

61. SECTION 7. The Employer will provide the Union timely
62. advanced notification (normally one week) of new employee
63. orientation classes and provide the Union an opportunity to
64. participate.