

ARTICLE III Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to determine employees' qualifications and assign and direct their work; to hire, promote, demote, and transfer employees; to set standards of productivity and services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods and means by which operations are conducted; to set the starting and quitting time, the number of hours, shifts and days to be worked; ; to expand, reduce, alter, combine, transfer, assign, or cease any job, operation or service; to control and regulate the use of machinery, facilities, equipment and other property of the Company; to introduce new or improved service and maintenance methods, materials, machinery, technology and equipment; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. It is also the intention of the parties that nothing herein contained shall serve to deny, or constitute a waiver of the right of the Company to exercise other normal functions of management, not enumerated herein, provided that these rights shall not be exercised for the purpose of unjust discrimination against any employee, or to avoid any of the provisions of the Agreement.

ARTICLE IV No Strike/No Lockout

The Company will not engage in any lockout during the terms of this Agreement.

The Union will not authorize any strike during the term of this Agreement and the Union and the employees shall not participate in or encourage any strike, interference with production, or refusal to carry out work assignments. The term "strike" includes sympathy strike.

The Union and its representatives will make a sincere active effort to prevent any strike or interference with production. If any employees engage in any strike, interference with production or refusal to carry out work assignments during the terms of this Agreement, the Union and its representatives will forthwith make a sincere active effort to have work resumed at the normal rate. If the Union and its representatives take such action there shall be no further liability upon the Union and its representatives for such incidents. Should such strike, interference with production, or refusal to carry out work assignments then continue, the employee(s) participating therein shall be subject to discipline or discharge.