

Article _ – Recognition

Pursuant to the Oregon Employment Relations Board order of representation in case RC-006-18 issued on June 27, 2018, Oregon State University (“University”) recognizes United Academics of Oregon State University, AAUP/AFT, AFL-CIO (“Union”) as the exclusive bargaining representative for the purpose of collective bargaining of the bargaining unit, described as: all faculty employed by Oregon State University with rank (including those on Academic Wage Appointments), specifically: Professor; Associate Professor; Assistant Professor; Clinical Professor; Associate Clinical Professor; Assistant Clinical Professor; Professor of Practice; Associate Professor of Practice; Assistant Professor of Practice; Senior Instructor II; Senior Instructor I; Instructor; Senior Lecturer II; Senior Lecturer I; Lecturer; Senior Research Assistant II; Senior Research Assistant I; Research Assistant; Senior Research Associate II; Research Associate I; Research Professor; Research Associate Professor; Research Assistant Professor, as well as Post-Doctoral Scholars and Post-Doctoral Fellows; but excluding: (1) confidential employees; (2) faculty employed as a president, vice president, provost, vice provost, dean, associate dean, assistant dean, head or equivalent position; (3) faculty employed in an administrative position without reasonable expectation of teaching, research or other scholarly accomplishments; (4) unclassified employees with No Rank; (5) faculty who are not considered supervisory under ORS 243.650(23)(c)(C), but supervise other faculty with rank (including those on Academic Wage Appointments), Post-Doctoral Scholars, and/or Post-Doctoral Fellows.

Article _ – Management Rights

A. Except as explicitly abridged by this Agreement, all powers, rights, and authorities of Oregon State University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and authority to exercise those rights and powers by making and implementing those decisions with respect to those rights and powers. In order to operate its business and except as expressly and explicitly limited or restricted by a provision of this Agreement, the University reserves and retains exclusively, any and all management rights, prerogatives, and privileges previously vested in or exercised by the University, and the unqualified right to place any or all such rights into effect. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, its organizational structure, and the methods and means necessary to fulfill that mission;
2. to adopt and amend budgets and make budgetary allocations and reallocations affecting the University as a whole or any of its departments or units;
3. to establish qualifications, appoint, and determine the appointment fractions and duration of employment upon appointment for all faculty and bargaining unit members, including

whether employees will be reappointed, and if so, the terms and conditions governing such reappointment;

4. to determine the number of faculty to be appointed;
5. to determine, assign, and schedule the type of services to be performed by faculty or by others, including the location of such services or work;
6. to establish, modify, combine, or eliminate positions;
7. to determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities;
8. to discipline, suspend, dismiss, non-renew, and reappoint faculty and other employees;
9. to supervise, train, and evaluate faculty and other employees;
10. to determine materials and equipment to be utilized by faculty and the methods and means by which work shall be performed and services provided;
11. to establish quality and performance standards rules for faculty;
12. to adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers, human resources functions, and the work, training, and conduct of faculty; and
13. to perform all other functions inherent in the administration, management, and control of the University.

B. The failure of the University to exercise any power, function, authority, or right, reserved or retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be deemed a waiver of the right of the University to exercise such power, function, authority, or right, or preclude the University from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

Article _ - Non-Discrimination

The University shall not discriminate in the terms and conditions of employment on the basis of race, national origin, color, religion, sex, sexual orientation, gender identity, disability, marital status, veteran status, or any other basis protected by law.

The Union shall not discriminate against any bargaining unit member on the basis of race, national origin, color, religion, sex, sexual orientation, gender identity, disability, marital status, veteran status or any other basis protected by law.

Article _ – No Strike/No Lockout

During the term of this Agreement there shall be no strikes, work stoppages, slowdowns or sympathy strikes. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities by members of the bargaining unit. The Union further agrees that it will take reasonable steps to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work; such reasonable means include the

Union, through its officials, to disavow in writing any such action or interference and advise in writing that faculty engaged in such activity return to work and immediately cease the violation. Faculty who violate this Article may be subject to disciplinary action under the terms of this Agreement. In consideration of this “no strike pledge,” no lockout of employees shall be instituted by the University during the term of this Agreement. This Article shall not be construed as requiring the University to stay in continuous operation.

Article _ – Savings

Should any part of this Agreement or any provision(s) contained herein: (1) be rendered invalid by reason of any subsequently enacted legislation; or, (2) be determined to be illegal or invalid by a court or agency of competent jurisdiction; or (3) should compliance with or enforcement of any provision be restrained by such a court or agency pending a final determination as to its validity; such part or provision(s) shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

Article _ – Entire Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement represents the entire agreement between the University and the Union, and no further decisional bargaining is required during the term of the Agreement over mandatory or permissive subjects or practices not expressly addressed in this Agreement. However, the parties shall bargain over the impact of any decision that affects the wages, hours, and working conditions of faculty at the request of either party. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.