

4 **Management Rights**

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

- 15 1. to determine the mission of the ~~U~~university, its organizational structure, and the methods and
16 means necessary to fulfill that mission;
- 17 2. to adopt and amend budgets and make budgetary allocations and reallocations affecting the
18 ~~U~~university as a whole or any of its departments or units;
- 19 3. to establish qualifications, appoint, and determine the appointment fractions and duration
20 of employment upon appointment for all ~~faculty~~ and bargaining unit members, including
21 whether employees will be reappointed, and if so, the terms and conditions governing such
22 reappointment;
- 23 4. to determine the number of ~~faculty~~ bargaining unit members to be appointed;
- 24 5. to determine, assign, and schedule the type of services to be performed by ~~faculty~~ bargaining
25 unit members or by others, including the location of such services or work;
- 26 6. to establish, modify, combine, or eliminate positions;
- 27 7. to determine the number, location or relocation of facilities, buildings and rooms, and
28 ancillary facilities such as parking lots, including the policies regarding the use of such
29 buildings, rooms, and facilities;
- 30 8. to discipline, suspend, dismiss, non-renew, and reappoint ~~faculty~~ bargaining unit members and
31 other employees;
- 32 9. to supervise, train, and evaluate ~~faculty~~ bargaining unit members and other employees;
- 33 10. to determine materials and equipment to be utilized by ~~faculty~~ bargaining unit members
34 and the methods and means by which work shall be performed and services provided;
- 35 11. to establish quality and performance standards rules for ~~faculty~~ bargaining unit members;
- 36 12. to adopt and enforce policies, rules, and regulations, including rules and regulations
37 governing tuition waivers, human resources functions, and the work, training, and
38 conduct of ~~faculty~~ bargaining unit members; and
- 39 13. to perform all other functions inherent in the administration, management, and control of the
40 ~~U~~university.

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43 B. The failure of the ~~U~~university to exercise any power, function, authority, or right, reserved or

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

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6 ~~Union **United Academics**, through its officials, to disavow in writing any such action or interference and
7 advise in writing that **bargaining unit members** engaged in such activity return to work and
8 immediately cease the violation. Faculty **Bargaining unit members** who violate this Article may be
9 subject to disciplinary action under the terms of this Agreement. In consideration of this “no strike
10 pledge,” no lockout of employees shall be instituted by the University during the term of this
11 Agreement. This Article shall not be construed as requiring the University to stay in continuous
12 operation.~~