

1 UNITED ACADEMICS PROPOSAL

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3 MANAGEMENT RIGHTS

4 **Section 1.** Except as abridged by this Agreement, all powers, rights, and authorities of Oregon  
5 State University are reserved by the Employer, and the Employer retains control over any and all  
6 matters in the operation, management, and administration of the university; the control of its  
7 properties and the maintenance of order and efficiency of the workforce; and authority to  
8 exercise those rights and powers by making and implementing those decisions with respect to  
9 those rights and powers. In order to operate its business and except as limited or restricted by a  
10 provision of this Agreement, the Employer reserves and retains exclusively, any and all  
11 management rights, prerogatives, and privileges previously vested in or exercised by the  
12 Employer, and the right to place any or all such rights into effect. Such rights and powers  
13 include, but are not limited to, ~~the sole and exclusive right and power~~ **final authority:**

- 14 a. to determine the mission of the university, its organizational structure, and the  
15 methods and means necessary to fulfill that mission;
- 16 b. to adopt and amend budgets and make budgetary allocations and reallocations  
17 affecting the university as a whole or any of its departments or units;
- 18 c. to establish qualifications, appoint, and determine the appointment fractions and  
19 duration of employment upon appointment for all bargaining unit members,  
20 including whether employees will be reappointed, and if so, the terms and  
21 conditions governing such reappointment;
- 22 d. to determine the number of bargaining unit members to be appointed;
- 23 e. to determine, assign, and schedule the type of services to be performed by bargaining  
24 unit members or by others, including the location of such services or work;
- 25 f. to establish, modify, combine, or eliminate positions;
- 26 g. to determine the number, location or relocation of facilities, buildings and rooms,  
27 and ancillary facilities such as parking lots, including the policies regarding the use  
28 of such buildings, rooms, and facilities;
- 29 h. to discipline, suspend, ~~dismiss~~ **and terminate bargaining unit members according to the**  
30 **process described in Article XX; and non-renew;** or reappoint bargaining unit members  
31 **according to the process described in Article XX;**
- 32 i. to supervise, train, and evaluate bargaining unit members;
- 33 j. to determine materials and equipment to be utilized by bargaining unit members  
34 and the methods and means by which work shall be performed and services  
35 provided;
- 36 k. to establish quality and performance standards rules for bargaining unit members;
- 37 l. to adopt and enforce policies, rules, and regulations, including rules and  
38 regulations governing tuition waivers, human resources functions, and the work,  
39 training, and conduct of bargaining unit members; and
- 40 m. to perform all other functions inherent in the administration, management, and control  
41 of the university.  
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1 **Section 2.** The failure of the Employer to exercise any power, function, authority, or right,  
2 reserved or retained by it, or to exercise any power, function, authority, or right in a particular  
3 manner, shall not be deemed a waiver of the right of the Employer to exercise such power,  
4 function, authority, or right, or preclude the Employer from exercising the same in some other  
5 manner, so long as it does not conflict with an express provision of this Agreement.

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7 **Nothing in this Article is meant to relieve the Employer of its obligations to notify and bargain**  
8 **over any decision that affects the wages, hours, and working conditions of the faculty.**

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10 Nothing in this Article is meant to restrict the role or authority of established institutions of  
11 shared governance at Oregon State University, including the Faculty Senate, from exercising  
12 their rights to ~~either~~ create and/or recommend policies and practices regarding the operation of  
13 Oregon State University.