

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

- 16 a. to determine the mission of the university, its organizational structure, and the methods and  
17 means necessary to fulfill that mission;
- 18 b. to adopt and amend budgets and make budgetary allocations and reallocations affecting the  
19 university as a whole or any of its departments or units;
- 20 c. to establish qualifications, appoint, and determine the appointment fractions and duration  
21 of employment upon appointment for all bargaining unit members, including whether  
22 employees will be reappointed, and if so, the terms and conditions governing such  
23 reappointment;
- 24 d. to determine the number of bargaining unit members to be appointed;
- 25 e. to determine, assign, and schedule the type of services to be performed by bargaining unit  
26 members or by others, including the location of such services or work;
- 27 f. to establish, modify, combine, or eliminate positions;
- 28 g. to determine the number, location or relocation of facilities, buildings and rooms, and  
29 ancillary facilities such as parking lots, including the policies regarding the use of such  
30 buildings, rooms, and facilities;
- 31 h. to discipline, suspend, terminate bargaining unit members according to the process described in  
32 Article XX; and non-renew or reappoint bargaining unit members according to the process  
33 described in Article XX;
- 34 i. to supervise, train, and evaluate bargaining unit members;
- 35 j. to determine materials and equipment to be utilized by bargaining unit members and  
36 the methods and means by which work shall be performed and services provided;
- 37 k. to establish quality and performance standards rules for bargaining unit members;
- 38 l. to adopt and enforce policies, rules, and regulations, including rules and regulations  
39 governing tuition waivers, human resources functions, and the work, training, and  
40 conduct of bargaining unit members; and
- 41 m. to perform all other functions inherent in the administration, management, and control of the  
42 university.

1 **Section 2.** The failure of the Employer to exercise any power, function, authority, or right, reserved or  
2 retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be  
3 deemed a waiver of the right of the Employer to exercise such power, function, authority, or right, or  
4 preclude the Employer from exercising the same in some other manner, so long as it does not conflict  
5 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 bargain over the impact of any  
8 decision that affects the wages, hours, and working conditions of the bargaining unit members faculty at  
9 the request of ~~United Academics~~ either Party.

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