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3 **ARTICLE [x]. Management Rights**

4 **Purpose.**

5 Except as abridged by this Agreement, the Employer retains and reserves to itself all rights, powers,  
6 duties, authority, and responsibilities conferred on and vested in it by the laws of the State of  
7 Oregon and the policies and procedures of the Board of Trustees of Oregon Institute of  
8 Technology.

9 **Section 1. Employer Exclusive Rights.**

10 Employer has the sole and exclusive right to: administer the university; institute procedural changes  
11 which are consistent with this Agreement; direct the faculty and staff, including the right to hire,  
12 promote, demote, transfer, suspend, discipline or discharge any employee; and determine the  
13 physical location of programs, division/centers, and activities. With these rights, the Employer  
14 accepts the responsibility to ensure that procedures and policies impacting a tangible employment  
15 action shall be carried out in a timely manner.  
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17 **Section 2. Employer Additional Rights.**

18 Other rights include but are not limited to the right to determine financial policy, including  
19 accounting procedures and reports; determine the administrative organization of the university  
20 including determining the necessary number of administrative and supervisory personnel and  
21 prescribing their duties and responsibilities; determine the control and use of university buildings,  
22 property, materials, and equipment; and determine health, safety, and property protective measures  
23 and procedures; and determine ancillary services to be rendered by the university. Additional  
24 examples of Employer rights include but are not limited to the right to obtain detailed supporting  
25 documentation from those making recommendations to Directors, Provost, and the President for  
26 appointments, promotions, and awards of indefinite tenure.  
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28 **Section 3. Employer Rights That Affect Faculty.**

29 Employer has the right to the following, but agrees to consult with faculty when: scheduling class  
30 hours and establishing or modifying class schedules; determining the size and characteristics of the  
31 faculty; determining the allocation and assignment of work to faculty members, including off-  
32 campus assignments which are not inconsistent with this Agreement; developing and implementing  
33 a system of faculty evaluations including specific provisions for student participation; determining  
34 degree programs, course offerings, and degree requirements.