

2025 OT/OTAAUP Negotiations
OT-AAUP Proposal
Presented Feb 13, 2025

Black text – original

Orange text – OTAAUP suggested additions

Orange strikethrough—OTAAUP suggested deletions

Article 4 ~~IV~~: Management Rights

Section 1. Except as may be modified by a specific term of this Agreement, it is expressly understood that the rights and powers of Oregon Tech, and only Oregon Tech, to exercise independently shall include, but are not limited to, the sole and exclusive right and power to:

- a. determine the mission of the university, its organizational and administrative structure, and the methods and means, and take actions necessary to fulfill that mission;
- b. determine the financial policy of the university, adopt and amend budgets, and make budgetary allocations and reallocations affecting the university as a whole or any of its divisions, departments or units;
- c. ~~upon consultation with appropriate department chairs and discipline-relevant bargaining unit members,~~ establish qualifications for appointments, reappointments, ~~promotions,~~ and transfers;~~and awards of tenure;~~
- d. determine the appointment ~~fractions, duration of employment, and terms and conditions of employment upon appointment,~~ reappointment, ~~promotion,~~ and transfer, ~~and awards of tenure for all bargaining unit members~~ as well as the awarding of tenure and promotion, as per policy;
- e. determine the number of bargaining unit members to be appointed, reappointed, promoted, transferred, and awarded tenure;
- f. determine, assign, schedule, and direct the type ~~and amount~~ of work to be performed by bargaining unit members, including the location of a bargaining unit member's work;
- g. establish, modify, combine, or eliminate positions;
- h. 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;
- i. determine the health, safety, and property protective measures and procedures;
- j. take disciplinary action against a bargaining unit member for just cause up to and including dismissal;

- k. select, hire, direct, supervise, train, and evaluate bargaining unit members;
- ~~l. determine office space, materials, and equipment to be utilized by bargaining unit members, and the methods, processes and means by which work shall be performed and services provided;~~
- m. establish quality, performance, and evaluation standards for bargaining unit members;
- n. make and enforce policies, rules, and regulations, including policies, rules, and regulations governing ~~safety, discipline~~, tuition and fees, human resources functions, and the ~~work, training, and conduct~~ of bargaining unit members;
- o. ~~rescind policies that are contradicted or supplanted by this Agreement;~~
- p. perform all other functions inherent in the direction, operation, management, and administration of the university; and,
- q. hold sole authority to exercise the rights and powers above by making and implementing decisions and policies with respect to those rights and powers.

In addition to the above, Oregon Tech retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon ~~and the policies and procedures of the Board of Trustees of Oregon Tech.~~

Section 2. The failure of Oregon Tech 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 Oregon Tech to exercise such power, function, authority, or right, or preclude Oregon Tech from exercising the same in some other manner, so long as it does not conflict with a specific term of this Agreement.

Nothing in this Article is meant to preclude shared governance at Oregon Tech, including the Faculty Senate, from their role in proposing or recommending policies and practices at Oregon Tech. ~~Standing university policies that are not in conflict with this Agreement shall be followed and are grievable under this Agreement. Any ambiguities between past practices and other Articles of this Agreement shall be resolved in favor of the other Articles.~~