

ARTICLE 2 DISTRICT RIGHTS

JA 6/2/26 *Bluh*
CS 1:53p

ASK ESP CP
June 2, 2026
1:30pm

A. Rights

1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the District retains all of its customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement, and the District retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The District shall have no obligation to negotiate with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement, and closed to further negotiation for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.
2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
 - a. To determine the services to be rendered to the citizens of the District.
 - b. To determine and to follow the District's financial, budgetary, and accounting procedures.
 - c. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the District as they may affect employees in the bargaining unit not in violation of this Agreement.

- d. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- e. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer, and retain employees **as** in accordance with this Agreement; the right to lay off in accordance with the layoff article in this Agreement; the right to abolish positions or reorganize departments; the right to determine schedules of work not in violation of this Agreement; the right to purchase, dispose of, and assign equipment or supplies.
- f. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
- g. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment not in violation of this Agreement.
- h. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- i. Before the District subcontracts out bargaining unit work that causes layoffs, reduced regular hours, ~~termination, loss of employment,~~ **separation,** or elimination of any bargaining unit positions, the District shall notify the Association in writing of anticipated changes that impose a duty to bargain in accordance with ORS 243.698. The Association will have 14 **(fourteen)** calendar days to file a demand to bargain the impact of the change identified in the notice.

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- j. To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.
- k. To assign and designate all work duties.
- l. To introduce new duties within the unit -
- m. To determine the need for and the qualifications of new employees, transfers, and promotions, not in violation with this Agreement.
- n. To discipline, suspend, demote, or discharge an employee for cause in accordance with ~~the discipline article~~ Article 4 Section A of this Agreement.