

Black text – original

Orange text – OTAAUP suggested additions

~~Orange strikethrough—OTAAUP suggested deletions~~

Blue text – Oregon Tech

## Article ~~13XHH~~: Working Conditions

**Section 1. Reporting.** Oregon Tech is committed to providing a healthy, safe, and functional working environment that enables bargaining unit members to carry out their assigned duties.

Oregon Tech will comply with all applicable law and university rules, policies, standards, manuals, or procedures.

Bargaining unit members shall immediately report any workplace health and safety, injury, illness, or maintenance issue to the appropriate contact person and/or their immediate supervisor.

No bargaining unit member shall be retaliated against for identifying and/or expressing concerns about a workplace safety issue, including reaching out to appropriate state or federal agencies when workplace safety issues persist.

**Section 2. Imminently Hazardous or Dangerous Assigned Tasks or Space.** Without fear of retaliation, bargaining unit members shall immediately report any assigned ~~task work~~ or space they believe is imminently hazardous or dangerous, such that a reasonable person would believe the performance of the task would risk the employee’s death or serious physical injury.

Upon receiving a report of imminently hazardous or dangerous work or space, Oregon Tech may either choose to reassign the bargaining unit member to other work or space, or have the ~~task work~~ or space evaluated by Oregon Tech’s Environmental Health and Safety Office. If the Environmental Health and Safety Office agrees that the work or space is imminently hazardous or dangerous as defined above, then Oregon Tech must take appropriate steps to remedy the situation.

If the Environmental Health and Safety Office does not find the work or space is imminently hazardous or dangerous, as defined above, the bargaining unit member may be asked to complete the ~~task work~~ as directed. In such cases, further failure to perform the ~~task work~~ may subject the bargaining unit member to discipline procedures as outlined in Article XV: Disciplinary Procedures.

**Section 3. Training.** Bargaining unit members shall be provided ~~and shall complete~~ all necessary health and safety education, ~~and/or~~ trainings, ~~and information~~ required for their job duties in an accessible format and ~~agree to adhere to the information provided.~~ ~~Bargaining unit members shall follow the health and safety rules that apply to their jobs and shall wear any personal protective equipment (“PPE”) required and provided by Oregon Tech.~~

~~Bargaining unit members shall receive necessary health and safety information appropriate to their job.~~

\*Oregon Tech reserves the right to add to, modify, or amend proposals during negotiations.

**2025 OT/OT-AAUP Negotiations**  
**OTAAUP Counter”**  
**May 1, 2025**

**Section 4. Functional Workspace, Technology, and Equipment.** Oregon Tech will furnish and maintain workspaces, furnishings, information technology, tools, and ~~reliable~~ equipment necessary to carry out assigned work, including access to private meeting space sufficient ~~and efficient~~ for meeting with students, ~~which may need to be reserved according to established guidelines.~~

~~B~~Oregon Tech shall provide bargaining unit members ~~shall use~~ with appropriate safeguards and equipment that bargaining unit members shall use when hazardous conditions exist. ~~exposed to hazards.~~

**Section 5. Transfer of Faculty Bargaining Unit Member Office Space or Location.** Unless there is mutual agreement to the contrary or an emergency situation, Oregon Tech must provide at least thirty (30) calendar days’ notice when assigning a bargaining unit member to a new office space within a given campus (Klamath Falls, Portland-Metro, or Everett).

Unless there is mutual agreement to the contrary or an emergency situation, a bargaining unit member may be directed to move from one campus to another (i.e., Klamath Falls to Portland-Metro, Portland-Metro to Everett, etc.) upon notice of no less than ten (10) months, provided that Oregon Tech has first solicited qualified volunteers from amongst the bargaining unit with a rationale for the move.

~~**Section 6. Safe and Secure Classroom, Laboratory, and Other Workspaces.** Bargaining unit members shall be provided with safe and secure workspaces, including appropriate personal protective equipment (PPE), and shall receive timely notification of relevant health and safety rules.~~

~~a. *Safety.* Bargaining unit members may report without fear of retaliation any assigned workspace they believe is imminently hazardous or dangerous such that a reasonable person would believe the conditions of the space would pose an imminent or ongoing threat to the employee’s life or health. If a bargaining unit member believes in good faith that their present office lab, or classroom assignment presents a clear danger to their health and/or safety, they may request a temporary reassignment. The University will assess that request, and The University shall promptly respond to such a request and shall make every effort to accommodate the request.~~

~~b. *Security.* Bargaining unit members may report without fear of retaliation any assigned workspace they believe poses a risk to their or their work’s security, including but not limited to nonfunctional locks, nonconsensual placement and use of recording equipment, violation of digital privacy, and control over access.~~

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