2025 OT/OT-AAUP Negotiations
Oregon Tech Proposal*
January 30, 2025

Article V: Association Rights

This Article establishes the rights of the Association, including access to university resources and information.

Section 1(A). No later than July 1 of each year, the Association shall inform Oregon Tech's Office of the Provost and Office of Human Resources in writing of all elected or appointed Association officers and alternates, known in this Article as designated representatives, authorized to speak on behalf of the Association by submitting each designated representatives': 1) name; 2) elected or appointed position; 3) duration of their position as a designated representative; and, 4) generalized description of the duties for their position.

(B). Any changes that occur in the list submitted shall be forwarded in the same format and to the same offices within ten (10) business days of the effective date of change. Oregon Tech shall not acknowledge nor respond to any individuals other than those authorized by the Association in the list(s) submitted.

(C). Designated representatives by prior arrangement with their College Dean or University Librarian shall be granted reasonable time outside of scheduled instructional work duties (as identified in Article IX: Workload) to engage in activities listed in ORS 243.798.

(D)(1). Oregon Tech shall release up to six (6) bargaining unit members designated by the Association as representatives to its bargaining team from all non-instructional work duties for the purposes of preparing for and attending successor contract negotiations. The non-instructional release shall begin one month before the start of the parties' successor contract negotiations and continue through the date of ratification.

(2). Upon request to the Provost or designee, Oregon Tech shall grant one course release (not to exceed four (4) credit hours or the equivalent for library or non-teaching bargaining unit members) to the Association's Chief Negotiator for one term during successor contract negotiations. Provided that Oregon Tech backfills the course, the Association shall reimburse Oregon Tech for the salary and other payroll expenses of the individual backfilling the course. Where Oregon Tech does not backfill the course, the Association will not be required to reimburse Oregon Tech.

Section 2. The Association's designated representatives may use Oregon Tech's facilities for the purposes of conducting meetings with bargaining unit members provided that the facility is available and proper scheduling and fees have been arranged and paid by the same means available to external professional organizations. During its use of any Oregon Tech facilities, the Association agrees to adhere to all policies regulating its use.

Section 3. An Association designated representative shall be given thirty (30) minutes during new employee orientation to meet with new bargaining unit members. If a new employee orientation is not held, an Association designated representative shall be allowed, upon request to the appropriate academic Dean or University Librarian, to seek a thirty (30) minute meeting with the new employee(s) within thirty (30) calendar days of the start date of their contract.

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

Section 4. Association designated representatives and bargaining unit members shall have the right to use Oregon Tech's electronic mail, campus mail, and telephone systems to communicate between and amongst each other regarding:

a.) collective bargaining, including the administration of collective bargaining agreements;

b.) the investigation of grievances or other disputes relating to employment relations; and,

c.) matters involving the governance or business of the Association.

The Association's designated representatives and bargaining unit members who participate in any form of a strike identified in Article XXII: No Strike/No Lockout strike shall not have access to the above mentioned Oregon Tech's electronic mail, campus mail, and telephone systems while participating in the strike.

Section 5. Upon written request to the Office of the Provost signed by a designated representative, and no more than three times per academic year, Oregon Tech shall provide the Association with the following information related to bargaining unit members that is available and readily accessible, within twenty-one (21) calendar days from receipt of the request.

The information shall be provided in electronic format, if available, and at no cost to the Association. Should Oregon Tech receive a second request for the information in the same academic year, Oregon Tech shall only provide information that has changed since responding to the first request for the information.

1. Employee's name on record with Human Resources;
2. Pronoun preference, if provided;
3. University ID number;
4. Highest degree earned on record;
5. Job title rank, and years in rank;
6. Current Classification of Instructional Program (CIP) code;
7. Name of faculty member's immediate supervisor;
8. Assigned department (or departments, if on split appointment);
9. Primary work location: office building, office room, and assigned campus (including online);
10. Office phone number;
11. University email address;
12. Effective date of current title, and rank;
13. Job start and end date of current notice of appointment;
14. First date of university employment;
15. Contract Length (9 or 12 months, etc.);
16. FTE;
17. Contract type - tenure, tenure-track, non-tenure track, and any instructional summer contract if applicable;
18. Annual base salary;
19. Assigned workload units for academic term;
20. Geographical stipend, if applicable;

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21. Other stipends listing the amount;
22. Estimate of annual retirement benefits;
23. Estimate of annual health care contributions the employee makes;
24. Estimate of annual health care contributions the employer makes on behalf of the employee; and,
25. Job status (*e.g.*, active or on leaves,).

The following reports shall be provided in electronic format by the Office of the Provost to the Association once annually, and at no cost to the Association:

1. A list of all promotion and tenure decisions that have not been appealed, within sixty (60) calendar days of the notification to the bargaining unit member that they have been approved or denied promotion or tenure.

2. Detailed annual, Board-adopted, all funds budget shall be provided within fourteen (14) calendar days of such being entered into the financial system.

3. A report of the aggregate and detailed report of General and Auxiliary fund expenditures allocated in the previous fiscal year shall be provided within fourteen (14) calendar days of the close of period 14 of the fiscal year.

4. Faculty staffing report on or before September 1st to include the previous academic year's non-renewable yearlong appointments including Instructor's name, assigned department(s), and number of years in appointment.

5. By June 30 of each academic year, the following should also be provided:

    a.) An annual statement on the status of current relinquishments (such as tenure or job title) including relinquishment of benefits;

    b.) Data and calculations governing release time for the previous academic year (including summer term); and,

    c.) The number of sabbatical applications, the duration of the sabbatical that each applicant requested, all approved sabbaticals for the upcoming academic year, and the respective duration each sabbatical was approved for (one term, two term or a full year, for 9-month faculty).

6. During the fall term of every academic year, overload compensation (for online and campus courses, including summer) for the previous academic year).

7. Total Merit Increases from the time of hire shall be recorded separately from base salary from now on and provided once per year upon request.