

***Note: If agreed, this language will become the understanding of the parties and not codified in the collective bargaining agreement.***

### **Article xx – Video Surveillance**

1. Oregon Tech maintains security camera as part of its overall campus safety strategy. The primary purpose of Oregon Tech's security cameras is to enhance the safety and security of the campus community while recognizing and preserving individual privacy and freedom of expression.
2. Oregon Tech will ensure that security cameras are used in a professional, ethical, and legal manner in accordance with this collective bargaining agreement, university policies, and applicable federal and state laws.
3. Oregon Tech will post signage in all areas with security cameras that provides notice the area is monitored by video surveillance.
4. There shall be no audio recordings associated with any security cameras.
5. Except as otherwise provided in this article, security camera recordings shall be maintained for no more than 30 calendar days.
6. Oregon Tech will not install or operate security cameras or any other video surveillance in areas in which bargaining unit employees perform their core job duties and/or have privacy or academic freedom interests, including classrooms, offices, and other areas where they take breaks and/or have confidential communications.
7. Oregon Tech will not use security cameras to monitor or evaluate bargaining unit employee performance, to surveil bargaining unit employees, for random checking purposes, or to monitor or chill academic freedom or protected activity. No real-time viewing or live streaming of security camera recording will be used for disciplinary purposes or performance assessment. Oregon Tech recognizes that employees have the right to engage in concerted activity without the appearance of surveillance and commits that security cameras will not be used to surveil concerted activity.
8. Video surveillance may only be used for disciplinary purposes in situations involving serious safety violations resulting in injury, theft, vandalism, workplace violence, or property or product damage and only where Oregon Tech has both reasonable suspicion and documented independent evidence of suspected or reported misconduct.
9. If there is an ongoing investigation, grievance or point of dispute where security camera footage may be evidence, Oregon Tech agrees not to erase or dispose of that footage.

10. If Oregon Tech relies on security cameras or any other video surveillance to impose discipline on or to discharge a bargaining unit employee, Oregon Tech will provide all relevant footage to the employee and the Association prior to making the final decision to impose discipline or discharge in order to provide an opportunity to respond, and will continue to make all relevant recordings available throughout the duration of the investigation and any related grievance or other legal action.

11. Bargaining unit employees shall not be subject to discipline from security camera recordings or data unless there is signage providing notice of the security camera in the location of the recording.

12. Any discipline or discharge imposed will be subject to just cause, the procedural requirements, and the grievance procedure of this CBA.

13. Oregon Tech will provide security camera footage to the Association upon request if it may assist the Association with the investigation or pursuit of a potential grievance or unfair labor practice claim.

14. Oregon Tech is liable for maintaining security camera data, along with access to this data. The Association and affected bargaining unit members will be promptly notified of any data breach that includes security camera footage or other data associated with or information generated from security cameras.

15. A bargaining unit member will be included on the Security Technology Coordinating Committee.

16. Oregon Tech will not add any security cameras, change their capabilities, or move their locations without first providing advance notice