

Black text – original

Orange text – OTAAUP suggested additions

Orange strikethrough—OTAAUP suggested deletions

Blue text – Oregon Tech

Article 13 ~~XXH~~: 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 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. Oregon Tech shall provide bargaining unit members ~~shall use with~~ appropriate safeguards and equipment that bargaining unit members shall use when hazardous conditions exist.

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

Section 1. Bargaining Unit Members' Duty to Report. Bargaining unit members shall immediately promptly 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. Oregon Tech's Duty to Respond. ~~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 that the work or space is imminently hazardous, or dangerous, or insecure work dysfunctional as defined below, 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, or insecure dysfunctional as defined belowabove, then Oregon Tech must take appropriate steps to remedy the situation and prevent retaliation against the bargaining unit member.

If the Environmental Health and Safety Office does not find the work or space is imminently hazardous, or dangerous, or insecure, dysfunctional as defined belowabove, the bargaining unit member may be asked to complete the task work as directed in the space assigned. In such cases, further failure to perform that which is directed the task work may subject the bargaining unit member may be subject to discipline procedures as outlined in Article 15 ~~XXV~~: Disciplinary Procedures.

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Section 3. Definitions of Hazardous, Dangerous, Insecure, or Dysfunctional Assigned Work or Space. The following definitions will guide parties in identifying what qualifies as hazardous, dangerous, or insecure dysfunctional assigned work or space, or dysfunctional work, workspace, technology, or equipment.

- a. Hazardous and/or Dangerous Work and or Space. If an assignment or assigned office, lab, or classroom assignment presents a clear danger to a bargaining unit member's health and/or safety such that a reasonable person would believe the performance of the work or the condition of the space would risk the employee's death, serious physical injury, or long-term well-being, it may be reported as hazardous and/or dangerous.
- b. ~~Insecure Work or Space. If an assigned office, lab, or classroom poses a risk to the security of a bargaining unit member or their work, including but not limited to nonfunctional locks, nonconsensual placement and use of recording equipment, violation of digital privacy, and control over access, it may be reported as insecure and they may request a temporary reassignment.~~
- c. Dysfunctional Workspace, Technology, and or Equipment. If workspace, technology, and/or equipment necessary to fulfill a bargaining unit member's instructional or non-instructional assigned work does not function, including but not limited to furnishings, information technology, tools, and reliable equipment necessary such that the assigned bargaining unit member to is unable to carry out assigned work, including access to private meeting space sufficient and efficient for meeting with students, it may be reported as dysfunctional.

Section 4. Training and Compliance. 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.~~

~~**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.~~

~~BOregon Tech shall provide bargaining unit members shall use with appropriate safeguards and equipment that bargaining unit members shall use when hazardous conditions exist. f 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

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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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