

1
2 **Article ___: Association Rights**

3
4 This Article establishes the rights of the Association, OT-AAUP, including access to
5 university resources and information.
6

7 **Section 1.** No later than ~~September 15~~ July 1 of each year, OT-AAUP will inform
8 Oregon Tech's Office of the Provost and Office of Human Resources in writing of all
9 elected or appointed OT-AAUP officers ~~sals~~ and alternates, known in this Article as
10 designated representatives, ~~who are~~ authorized to speak on behalf of OT-AAUP by
11 submitting each officer ~~sals and alternates~~: (1) name; (2) ~~elected office~~ elected or
12 appointed position; (3) ~~duration of their position with OT-AAUP~~; (3) detailed description
13 of the duties and responsibilities for their position ~~elected office holder~~; and (4) estimate
14 of time necessary to perform the duties and responsibilities of their ~~ir-elected office~~
15 position, ~~to the Office of the Provost and the Office of Human Resources~~. The estimate
16 of time necessary to perform the duties and responsibilities of the elected office that is
17 provided with the list shall not be deemed an acceptance by Oregon Tech that such is
18 reasonable under ORS 243.798.
19

20 Any changes that occur in the list submitted shall be forwarded in the same format and to
21 the same offices within ~~seven~~ fourteen ~~ten~~ (104 7) ~~calendar business~~ days of the
22 effective date of change. Oregon Tech shall not acknowledge nor respond to any
23 individuals other than those authorized by OT-AAUP in the list(s) submitted.
24

25 **Section 2.** OT-AAUP ~~elected officials~~ designated representatives may use Oregon
26 Tech's facilities for the purposes of conducting meetings with bargaining unit members
27 provided that the facility is available and proper scheduling and fees have been arranged
28 and paid by the same means available to external ~~entitie~~ professional organizations.
29 During its use of any Oregon Tech facilities, OT-AAUP agrees to adhere to all policies
30 regulating its use.
31

32 **Section 3.** An ~~elected official of~~ OT-AAUP designated representative shall be given
33 thirty (30) minutes during new employee orientation ~~have the right~~ to meet with new
34 bargaining unit members ~~for a period of at least thirty (30) minutes during new employee~~
35 ~~orientation~~; If a new employee orientation is not held, an OT-AAUP designated
36 representative shall be allowed, upon request of the Dean, a thirty (30) minute meeting
37 with the new employee within thirty (30) calendar days ~~from of~~ the start date of their
38 contract. ~~hire for a period of at least thirty (30) minutes during new employee orientation.~~
39

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

40 **Section 4.** OT-AAUP ~~elected officials- designated representatives~~ and bargaining unit
41 members shall have the right to use Oregon Tech's electronic mail, campus mail, and
42 telephone systems to communicate with between and amongst each other regarding:

- 43
- 44 (a) collective bargaining, including the administration of collective bargaining
45 agreements;
 - 46
 - 47 (b) the investigation of grievances or other disputes relating to employment relations;
48 and
 - 49
 - 50 (c) matters involving the governance or business of OT-AAUP.
- 51

52 OT-AAUP ~~elected officials- designated representatives~~ and bargaining unit members who
53 participate in any form of a strike identified in Article: ___ No Strike/No Lockout strike
54 shall not have access to the above mentioned Oregon Tech's electronic mail, campus
55 mail, and telephone systems while participating in the strike.

56

57 **Section 5.** Upon written request to the Office of the Provost and signed by the OT-
58 AAUP President, and no more than twice per academic year, Oregon Tech will provide
59 OT-AAUP with the following information related to bargaining unit members that is
60 available and readily accessible, within twenty-one (21) calendar days from receipt of the
61 request.

62

63 The information shall be provided in electronic format, if available, and at no cost to OT-
64 AAUP. Should Oregon Tech receive a second request for the information in the same
65 ~~calendar academic~~ year, Oregon Tech shall only provide information that has changed
66 since responding to the first request for the information.

- 67
- 68 1. Employee's name on record with Human Resources
 - 69 2. ~~Gender identification~~ Pronoun preference, if provided
 - 70 3. University ID number
 - 71 ~~4.~~ Highest degree earned
 - 72 ~~5.~~ Job title, rank, and ~~classification~~ years in rank
 - 73
 - 74 ~~6.~~ Years in rank
 - 75 ~~7.~~ Current Classification of Instructional Program (CIP) code
 - 76 ~~8.~~ Name of faculty member's immediate supervisor
 - 77 ~~9.~~ Assigned department (or departments, if on split appointment)
 - 78 ~~10.~~ Assigned department CIP code
 - 79 ~~11.~~ Work-Primary work location: office building, office room and assigned campus
80 (including -online).

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

- 81 ~~129.~~ Office phone number
82 ~~1310.~~ University email address
83 14. Effective date of current title, and rank, and classification
84 ~~1511.~~ Job start and end date of current notice of appointment
85 ~~1612.~~ First date of university employment
86 ~~1713.~~ Contract Length (9 or 12 months, etc.)
87 ~~1814.~~ FTE
88 ~~1915.~~ Contract type - tenure, tenure-track, non-tenure track, summer, ~~other~~
89 ~~2016.~~ Annual base salary
90 ~~2117.~~ Assigned ~~work load~~workload units for each academic quarter term
91 ~~22.~~ ~~Overload compensation (for online and on campus courses, including summer)~~
92 ~~23.~~ ~~Total merit increases computed from time of hire~~
93 ~~2418.~~ Geographical stipend, if applicable
94 ~~2519.~~ Other stipends listing amount and category
95 ~~26-20.~~ Estimate of Aannual retirement benefits
96 ~~27-21.~~ Estimate of aAnnual health care contributions the employee makes
97 ~~28.22.~~ Estimate of aAnnual health care contributions the employer makes on behalf of
98 employee
99 ~~29230.~~ Job status (e.g., active, or on sabbatical, other non-medical leaves, active,
100 sabbatical)

101
102 The following reports shall be provided in electronic format by the Office of the Provost
103 given to OT-AAUP at least once annually and at no cost to OT-AAUP:

- 104
105 1. A list of all promotion and tenure decisions that have not been appealed, within
106 sixty (60) calendar days of the notification to the bargaining unit member that they
107 have been approved or denied promotion or tenure.
108 2. Detailed annual, Board-adopted, all funds budget ~~must shall~~ be provided within
109 fourteen (14) calendar days of such being entered into the financial system.
110 3. A report of the aggregate and detailed report of General and Auxiliary fund,
111 expenditures ~~of monies~~ allocated in the previous fiscal year shall be provided
112 within fourteen (14) calendar days of the close of period 14 of the fiscal year,
113 including bargaining unit members' professional development expenditures.
114 4. Faculty staffing report on or before September 1st to include the previous
115 academic year's non-renewable yearlong appointments including Instructor's
116 name, assigned department(s), and number of years in appointment, ~~and future~~
117 plans for positions.
118 5. By May 1~~st~~ of each academic year, the following should also be provided:
119 a. ~~an~~ An annual statement on the status of current relinquishments (such as
120 tenure or job title) including relinquishment of benefits;

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

- 121 b. ~~data~~Data and calculations governing release time for the following
122 academic year (including summer term); and,
123 c. ~~the~~The number of sabbatical applications, the duration of the sabbatical
124 that each applicant requested, all approved sabbaticals for the upcoming
125 academic year, and the respective duration each sabbatical was approved
126 for (one ~~quarter term~~, two ~~quarters- term~~ or a full year, for 9-months
127 faculty).
- 128 6. Overload Compensation (for online and campus courses, including summer)
129 for the previous academic year).
- 130 7. Total Merit Increases from the time of hire shall be recorded separately from
131 base salary from now on and provided once per year upon request.
- 132
133
134
135