

## ARTICLE [x]. Working Conditions

### Section 1. Health and Safety.

Oregon Tech is committed to providing a safe and functional working environment that enables bargaining unit faculty members to carry out their assigned work duties.

Bargaining unit ~~F~~faculty members have a right to a healthy and safe workplace. Bargaining unit ~~F~~faculty members shall immediately report any workplace health and safety or other maintenance issues to the appropriate contact person and/or their immediate supervisor. The Employer shall make reasonable efforts to make timely repairs and necessary upgrades in order to ensure healthy, safe, and adequate work spaces. The Employer shall comply with all state and federal law, as well as existing university policy, rules, standards, manuals or procedures regarding healthy and safe workplaces.

The Association' President shall appoint a representative to the Safety Commission at Oregon Tech to ensure bargaining members' concerns are being considered in relation to health and safety.

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

#### Section 2. Training:

~~Bargaining unit ~~F~~faculty members shall receive all necessary health and safety information, education, and training appropriate to their job duties. This includes ready access to up-to-date MSDS sheets, current best practices guides, safety manuals, and any other relevant safety information. Safety training will be paid and occur during regular work hours.~~

~~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 the Employer. The Employer shall respond in a timely fashion to a bargaining unit faculty member or to OT-AAUP's request for safety equipment or material.~~

~~The Employer shall notify all affected faculty members of any potentially hazardous chemicals that they may be exposed to in the normal performance of their duties, including in the potable water accessible to all employees.~~

#### Section 2. Imminently Hazardous or Dangerous Assigned Tasks.

Bargaining unit faculty members are not required to perform imminently hazardous or dangerous work, defined as work under conditions whereby a reasonable person would believe the performance of an assigned task under current conditions would risk the employee's death or serious physical injury. Bargaining unit faculty members shall immediately report imminently hazardous or dangerous work conditions.

Upon receiving a report of imminently hazardous or dangerous work, Oregon Tech may either choose to reassign the bargaining unit faculty member to other work or have the task evaluated by Oregon Tech's Environmental Health and Safety Office in consultation with the Safety Commission.

48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94

If the Environmental Health and Safety Office agrees the task is imminently hazardous or dangerous to life or health, then the Employer University must shall provide to the complaining party take a timeline and appropriate steps to remedy the situation.

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

If the bargaining unit faculty member disagrees with Oregon Tech’s Environmental Health and Safety Office assessment regarding work that is imminently hazardous or dangerous, the member may file a complaint with the Oregon’s Occupational Safety and Health or similar state office.

### Section 3. Training.

Bargaining unit faculty members shall receive all necessary health and safety information, education, and training appropriate to their job duties. This includes ready access to up-to-date MSDS sheets, current best practices guides, safety manuals, and any other relevant safety information. Safety training will be paid and occur during regular work hours.

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 the Employer. The Employer shall respond in a timely fashion to a bargaining unit faculty member or to OT-AAUP’s request for safety equipment or material.

The Employer shall notify all affected faculty members of any potentially hazardous chemicals that they may be exposed to in the normal performance of their duties, including in the potable water accessible to all employees.

### Section 42. Facilities.

The Employer shall make all reasonable efforts to furnish and maintain the workspaces necessary for bargaining unit faculty members to carry out their assigned duties. In particular, all work areas shall be regularly cleaned, including all chalkboards and whiteboards in classrooms. All work areas shall be maintained at a comfortable temperature. Restrooms and drinking water will be conveniently available near all work areas. Bargaining unit Ffaculty members will have access to their offices and primary workspace(s) at all times, including after hours, during weekends or sanctioned university days-off, and over the summer, except for reasons of maintenance or safety. The direct bargaining member’s faculty supervisor, in consultation with the bargaining unit faculty member, will determine the appropriate level of access needed.

The Employer shall provide private offices to all full time bargaining unit full-time faculty members with ongoing appointments at a physical location, including satellite campuses. Bargaining Ffaculty whose appointment requires them to deliver course work fully online shall have the option for an office on a reasonable campus location. All offices will be furnished with a desk, chairs, bookshelves, and filing space as appropriate. Part-time bargaining unit faculty members may be required to share an office, but will still have access to their own desk and filing space.

\*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

95 The Employer will provide teaching workspaces (e.g. classroom or laboratory space) appropriate to  
96 the needs of the faculty member. Technology and equipment installed in the teaching workspace  
97 shall be maintained in good working order. If necessary, the Employer will provide faculty with  
98 training on how to use the technology and/or equipment. Technical support will be available.  
99 Faculty will be given notice prior to any significant changes to their working space occurring during  
100 the term (including classrooms, labs, office space, library, or equivalent). If appropriate, the  
101 Employer will provide an alternate working space (for teaching, research, librarianship, or other  
102 work assignments).

### 103 104 **Section 53. Equipment.**

105 The Employer shall provide any and all equipment necessary for bargaining unit faculty members to  
106 perform their duties. This shall include at least one computer for each bargaining faculty member,  
107 with software necessary for a faculty's job duties, as well as course management software (e.g.  
108 Canvas), email, and access to a printer. In addition, bargaining unit faculty members~~faculty~~ who  
109 teach on-line courses will be provided with an additional computer to meet their teaching needs. All  
110 personal computers shall be replaced at least every five years. Technical support shall be available to  
111 all bargaining unit faculty members~~faculty~~ in a timely manner.

112  
113 In laboratories and any other potentially hazardous workspaces, the Employer shall provide and  
114 maintain appropriate protective clothing and gear, as well as first-aid kits and any other necessary  
115 safety equipment.

116  
117 The Employer shall provide and maintain the equipment used in standard laboratory classes. The  
118 Employer shall also provide adequate storage space for this equipment when it is not in use.

### 119 120 **Section 64. Transfer of Faculty Workspace or Location.**

121 Unless there is mutual agreement to the contrary, the Employer must provide at least one academic  
122 term's notice when moving a bargaining unit faculty ~~faculty~~ member's office or lab within a given  
123 ~~OFF~~-campus (Klamath Falls, Portland-Metro, or Everett) or location and/or a significant alteration  
124 is planned to their work space. The bargaining unit faculty member shall be consulted to ensure their  
125 job duties can be satisfactorily performed in the new or altered work space.

126  
127 A bargaining unit faculty member may not be forced to relocate to another campus or location  
128 unless such a move is clearly directly stated within the requirements of their job duties and/or the  
129 bargaining~~faculty~~ member agrees to or requests such a transfer. Relocation to another campus or  
130 location requires the Employer to give the bargaining unit faculty member notice of no less than  
131 twelve (12) months.