

## ARTICLE [x]. ASSOCIATION RIGHTS

This article establishes the rights of the Association, OT-AAUP, including access to information and university resources.

### Section 1. Facilities.

~~OT-AAUP may use Oregon Tech Employer's facilities on the same terms as other faculty groups such as faculty senate committees. OT-AAUP 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 has been arranged and fees have been arranged and paid. During its use of any Oregon Tech facilities, OT-AAUP agrees to adhere to all policies regulating facilities use.~~

### Section 2. OT-AAUP Officials.

~~No later than September 15th of each academic year, OT-AAUP will inform Oregon Tech in writing the Employer of all elected OT-AAUP officials and alternates (names and elected office). The list will be sent to the Office of the Provost and the Office of the Human Resources.~~

No later than July 1st of each year, the Association shall inform the Office of the Provost Oregon Tech in writing of all elected or appointed (designated representatives) OT-AAUP officials and alternates who are authorized to speak on behalf of OT-AAUP of all its designated representatives and/or alternates by submitting for each: (1) name; (2) elected or appointed position; (3) duration of their appointment as a designated representative to the Office of the Provost and the Office of Human Resources.

Any changes that occur in this list shall be communicated in writing to the Office of the Provost Employer within ten a (104) business days reasonable time following the any effective date of a changes.

Oregon Tech shall not acknowledge nor respond to any individuals other than those authorized by OT-AAUP in the list(s) submitted.

### Section 3. Communication.

~~OT-AAUP has the right to communicate with all members of the bargaining unit using standard university communication mechanisms, both electronic and otherwise including but not limited to university telephones, university email and campus mail. Bargaining unit members can also communicate with each other about OT-AAUP activities using standard university communication mechanisms.~~

OT-AAUP elected officials and bargaining unit members shall have the right to use Oregon Tech's communication mechanisms, both electronic and otherwise, including but not limited to electronic mail, campus mail, and telephone systems to communicate with 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 OT-AAUP

47 OT-AAUP has the right to make presentations and distribute information to members, including  
48 new faculty in public spaces and during breaks between faculty duties, during convocation, HR  
49 orientations that include new faculty members, or other university-wide forums. Additionally, a  
50 representative of OT-AAUP shall have the right to meet with new bargaining unit members during  
51 new employee orientation for those starting Fall term, or within thirty (30) calendar days from the  
52 starting date of their contract, for a period of at least thirty (30) minutes.

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

#### 58 59 **Section 4. Employer Supplied Information.**

60 Upon written request to the Office of the Provost by a designated representative, and no more than  
61 three times per academic year, ~~The Employer Oregon Tech~~ shall provide OT-AAUP with the  
62 following information in a spreadsheet for all members of the bargaining unit, ~~by the end of third~~  
63 week of each academic quarter (Fall, Winter and Spring quarters). The information shall be provided  
64 at no cost to OT-AAUP, within twenty-one (21) calendar days from the receipt of the request. For  
65 requests within the same academic year, Oregon Tech shall provide information that has changed  
66 since responding to the first request for the information or shall provide the current complete data  
67 set.

- 68
- 69 1. Employee's name on record with Human Resources
- 70 2. Pronoun preference, if provided~~Gender identification~~
- 71 3. University ID number
- 72 4. Highest degree earned
- 73 5. Job title, and rank, and classification ~~(tenure, non-tenure, visiting, retired)~~
- 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. Primary ~~W~~work location: office building, office room and assigned campus (including  
80 online).
- 81 12. Office phone number
- 82 13. University email address
- 83 14. Effective date of current title and, rank, and classification
- 84 15. Job start and end date of current appointment
- 85 16. First date of university employment
- 86 17. Contract Length (9 or 12 months, etc.)
- 87 18. FTE
- 88 19. Contract type - tenure, tenure-track, non-tenure track, summer, ~~other~~
- 89 20. Annual base salary
- 90 21. Assigned work-load units for each academic quarter
- 91 22. Overload compensation (for online and on-campus courses, including summer)
- 92 23. Total merit increases computed from time of hire
- 93 24. Geographical stipend, if applicable

- 94 25. Other stipends listing amount ~~and category~~
- 95 26. [Estimate of Annual retirement benefits](#)
- 96 27. [Estimate of Annual estimate of health care contributions the employee makes](#)
- 97 28. [Estimate of Annual estimate of health care contributions the employer makes on behalf of](#)
- 98 employee
- 99 29. Job status (~~e.g., leave~~; active, sabbatical, [other non-medical leaves](#))

100  
101 The following reports shall be [provided in electronic format by the Office of the Provost](#)~~given to~~  
102 OT-AAUP ~~once at least~~ annually [and](#) at no cost to OT-AAUP:

- 104 [1. A list of all promotion and tenure decisions that have not been appealed, within](#)
- 105 [sixty \(60\) calendar days of the notification to the bargaining unit member that they](#)
- 106 [have been approved or denied promotion or tenure.](#)
- 107 ~~1. A list of all promotion and tenure decisions. This report must be provided to OT-~~
- 108 ~~AAUP within forty-five (45) calendar days one month of when a bargaining unit member is~~
- 109 ~~employees are notified of either the decision of being awarded tenure, or the decision of~~
- 110 ~~being awarded a promotion.~~
- 111 2. Detailed annual, [Board-adopted, all funds](#) budget ~~shall must~~ be provided ~~when the budget is~~
- 112 ~~approved by the Board of Trustees~~ by July 14th of every year, unless there are circumstances
- 113 ~~delaying this reporting, in which case the Office of the Provost will notify OT-AAUP's~~
- 114 ~~President by July 15<sup>th</sup> of delays in reporting, including new dates for the delivery of this~~
- 115 ~~report.~~
- 116 3. A report of the aggregate and detailed [\(index-level\) report of General and Auxiliary funds](#)
- 117 ~~expenditures of monies~~ allocated in the previous fiscal year [shall be provided within fourteen](#)
- 118 [\(14\) calendar days of the close of period 14 of the fiscal year](#) ~~including bargaining unit~~
- 119 ~~members professional development expenditures.~~
- 120 4. Faculty staffing report on or before September 1st to include the previous year's non-
- 121 renewable yearlong appointments including instructor's name, assigned department(s),
- 122 number of years in appointment, and ~~current future~~ plans for positions.
- 123 5. By May 1st of each academic year, the following should also be provided:
- 124 a. ~~A~~ an annual statement on the status of current relinquishments (such as tenure or job
- 125 title) including relinquishment of benefits;
- 126 b. ~~D~~ data and calculations governing release time for the following academic year
- 127 (including summer term); [and](#)
- 128 c. ~~T~~ the number of sabbatical applications, the duration of the sabbatical that each
- 129 applicant requested, all approved sabbaticals for the upcoming academic year, and
- 130 the respective duration each sabbatical was approved for (~~one-term quarter~~, two
- 131 [terms quarters](#) or a full year, for 9-months faculty).
- 132 [6. Overload Compensation \(for online and campus courses, including summer\) for the](#)
- 133 [previous academic year.](#)
- 134 [7. Total Merit Increases from the time of hire shall be recorded separately from base salary](#)
- 135 ~~from now on (and provided once per year upon request).~~

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138 **Section 5. Service to the Association.**

139 Work that OT-AAUP members do in connection with the Association shall count as professional  
140 service ~~to the university~~ for the purpose of a faculty's annual performance evaluation, and towards  
141 promotion, tenure and post-tenure reviews.

142  
143 The service that has been performed by members since the formation of the Association union and  
144 prior to the ratification of this Agreement of the Association Rights article will be retroactively  
145 considered professional service to the university. ~~The crediting of service for OT-AAUP activities~~  
146 ~~will be effective immediately after this Association Rights article is tentatively agreed upon.~~

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148 **Section 6. Other Data.**  
149 Upon written request by the President of OT-AAUP to the Provost, Oregon Tech shall provide  
150 OT-AAUP with a copy of, or access to, official published records, files, studies and other  
151 documents which are public records. Copies shall ordinarily be furnished without charge. Any  
152 charges assessed will be due to the unusual nature of the material. Electronic access to such requests  
153 is an appropriate form of providing this information.

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155 OT-AAUP shall be granted access at no charge to the CUPA-HR data [year end reports](#), including  
156 DataOnDemand (DoD), on a yearly basis, for both faculty and academic professionals. Access shall  
157 clearly include starting and expiration dates for accessing CUPA-HR data, including DoD data.