

1 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)

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5 Document Key

6 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

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8 ARTICLE 9. UNION RIGHTS

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10 **Section 1.** The Union shall have the right to communicate with its members and the members of
11 the bargaining unit at all times without interference by the University, provided such
12 communication does not unduly interfere with the work duties of a bargaining unit faculty
13 member. Communications between bargaining unit faculty members about union matters should
14 not unduly interfere with university operations, students, other employees, or members of the
15 public.

16
17 **Section 2.** When exercising their right to reasonable access to bargaining unit faculty members at
18 their work location, the Union will follow normal protocols for scheduling time with faculty
19 members in a particular location, to the extent they exist. Department or unit staff ~~or building~~
20 ~~security~~ may not unreasonably deny access to bargaining unit faculty members when the purpose
21 of such access is within the Union’s legal right.

22
23 **Section 3.** Upon reasonable advance notice to the appropriate scheduling office, the Union shall
24 have the right to schedule facilities on campus and access to services, catering and equipment
25 associated with the use of facilities as a recognized faculty group. The Union will pay all
26 customary fees and charges for its use of the facilities, services and equipment. The University
27 will apply the fees and rates charged to university entities for the Union’s use of such rooms and
28 services. Use of the meeting rooms, services, catering and equipment is subject to availability.
29 Academic uses have priority. Facilities, services, and equipment will be reserved in the name of
30 United Academics and not in the name of bargaining unit faculty members. The Union will
31 comply with all university policies regarding the use of university meeting rooms, facilities,
32 services, and catering.

33
34 The Union may communicate with its bargaining unit members by group email to their
35 individual university email addresses. The Union may not send “blast” or group emails to non-
36 bargaining unit employees of the University.

37
38 **Section 4.** The Union shall have the right to separate space on existing bulletin boards in each
39 department or unit where bargaining unit members are employed, but the University may remove
40 or relocate such bulletin boards in its sole and absolute discretion. ~~The Union shall have the right~~
41 ~~to use monitors in buildings in order to disseminate appropriate information where bargaining~~
42 ~~union faculty members work.~~

43
44 **Section 5.** The Union shall have the right to a list of information for all members of the
45 bargaining unit delivered on ~~or about~~ the first day of the month at no cost to the Union and in a
46 mutually agreeable format. The list shall include the following information:

- 47
48 ● Employee name on record with Human Resources
49 ● University ID number
50 ● University email address
51 ● Campus zip code
52 ● Home address
53 ● Employee Classification
54 ● Employee rank code and rank description
55 ● Employee job title
56 ● Primary Unit
57 ● First date of university employment
58 ● Start date of current appointment
59 ● Last day of current appointment
60 ● Job type (Primary, Secondary, Overload)
61 ● Contract Length (9 or 12 month)
62 ● Job Status (Leave or Active)
63 ● Salary
64 ● FTE
65 ● Percentage of each appointment, if available
66 ● Campus office address, if available
67

68 **Section 6.** To the extent required by ORS 243.804(4), the Union shall have the right to
69 information for new bargaining unit faculty members.
70

71 **Section 7.** The Union shall have the right to an annual report provided by September 1 for the
72 preceding academic year of the following items concerning bargaining unit faculty members:
73 a. ~~of a-~~All promotion and tenure decisions concerning bargaining unit faculty members
74 made by the Provost or designee including the amount of raise distributed; during the
75 preceding academic year no later than the following September 1.
76 b. Permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification
77 beyond three years (Article 15), including denials;
78 c. Recategorizations (Article 15), including denials;
79 d. Reclassifications (Article 15), including denials;
80 e. National-search exceptions (Article 15);
81 f. Career faculty layoffs (Article 16);
82 g. Retention raises (Article 26), including denials.
83

84 **Section 8.** The Union shall have the right to make a presentation at the primary new faculty
85 orientation and to distribute information at orientations that include new bargaining unit faculty
86 members. The presentation shall be for the purpose of introducing attendees to Union and its role
87 in representing bargaining unit faculty members and will not be used for discussion of
88 labor/management issues or disputes.
89

90 **Section 9.** The Union shall have the right to information and data necessary to administer the
91 agreement and shall be required to pay the actual cost of producing the information when an

92 individual request exceeds \$1,000 or when multiple requests exceed \$5,000 in any three-month
93 period of time.

94
95 The Union shall also receive a credit from the University for information requests in the amount
96 of \$3,000 per calendar year that can be used to pay actual costs to the University as required in
97 this section. The \$3,000 credit shall not roll over between years.

98
99 The University shall complete information requests within 40 ~~thirty business~~ days, subject to
100 delays caused by the meetings outlined below. The parties can mutually agree to pause these
101 timelines and such agreement will not be unreasonably withheld by either party.

102
103 Information and data shall be made available in electronic form whenever possible.
104 If there is confusion regarding the scope of any information request, the University will notify
105 the Union within ~~seven five business~~ days of receiving the request. The parties agree to meet and
106 discuss the scope of the request within ~~seven five business~~ days of the University notifying the
107 Union of the confusion.

108
109 If there is confusion regarding the actual cost estimate provided by the University, the Union will
110 notify the University within ~~seven five business~~ days of receiving the actual cost estimate. The
111 parties agree to meet and discuss the actual cost estimate within ~~seven five business~~ days of the
112 Union notifying the University of the confusion.

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