

1 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)
3 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)
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6 Document Key

7 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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9 ARTICLE 9. UNION RIGHTS

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11 Section 1. The Union shall have the right to communicate with its members and the members of
12 the bargaining unit at all times without interference by the University, provided such
13 communication does not unduly interfere with the work duties of a bargaining unit faculty
14 member. Communications between bargaining unit faculty members about union matters should
15 not unduly interfere with university operations, students, other employees, or members of the
16 public.
17

18 Section 2. When exercising their right to reasonable access to bargaining unit faculty members at
19 their work location, the Union will follow normal protocols for scheduling time with faculty
20 members in a particular location, to the extent they exist. Department or unit staff ~~or building~~
21 ~~security~~ may not unreasonably deny access to bargaining unit faculty members when the purpose
22 of such access is within the Union's legal right.
23

24 Section 3. Upon reasonable advance notice to the appropriate scheduling office, the Union shall
25 have the right to schedule facilities on campus and access to services, catering and equipment
26 associated with the use of facilities as a recognized faculty group. The Union will pay all
27 customary fees and charges for its use of the facilities, services and equipment. The University
28 will apply the fees and rates charged to university entities for the Union's use of such rooms and
29 services. Use of the meeting rooms, services, catering and equipment is subject to availability.
30 Academic uses have priority. Facilities, services, and equipment will be reserved in the name of
31 United Academics and not in the name of bargaining unit faculty members. The Union will
32 comply with all university policies regarding the use of university meeting rooms, facilities,
33 services, and catering.
34

35 The Union may communicate with its bargaining unit members by group email to their
36 individual university email addresses. The Union may not send "blast" or group emails to non-
37 bargaining unit employees of the University.
38

39 Section 4. The Union shall have the right to separate space on existing bulletin boards in each
40 department or unit where bargaining unit members are employed, but the University may remove
41 or relocate such bulletin boards in its sole and absolute discretion. ~~The Union shall have the right~~
42 ~~to use monitors in buildings in order to disseminate appropriate information where bargaining~~
43 ~~union faculty members work.~~
44

45 **Section 5.** The Union shall have the right to a list of information for all members of the
46 bargaining unit delivered on ~~or about~~ the first day of the month at no cost to the Union and in a
47 mutually agreeable format. The list shall include the following information:
48

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

68
69 **Section 6.** To the extent required by ORS 243.804(4), the Union shall have the right to
70 information for new bargaining unit faculty members.
71

72 **Section 7.** The Union shall have the right to an annual report ~~provided by September 1 for the~~
73 ~~preceding academic year of the following items concerning bargaining unit faculty members:~~

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

84
85 **The Union shall be informed of denials of recategorizations, reclassifications, and retention**
86 **raises upon determination.**
87

88 **Section 8.** The Union shall have the right to make a presentation at the primary new faculty
89 orientation and to distribute information at orientations that include new bargaining unit faculty
90 members. The presentation shall be for the purpose of introducing attendees to Union and its role

91 in representing bargaining unit faculty members and will not be used for discussion of
92 labor/management issues or disputes.

93

94 **Section 9.** The Union shall have the right to information and data necessary to administer the
95 agreement and shall be required to pay the actual cost of producing the information when an
96 individual request exceeds \$1,000 or when multiple requests exceed \$5,000 in any three-month
97 period of time.

98

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

102

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

106

107 Information and data shall be made available in electronic form whenever possible.

108 If there is confusion regarding the scope of any information request, the University will notify
109 the Union within ~~seven five-business~~ days of receiving the request. The parties agree to meet and
110 discuss the scope of the request within ~~seven five-business~~ days of the University notifying the
111 Union of the confusion.

112

113 If there is confusion regarding the actual cost estimate provided by the University, the Union will
114 notify the University within ~~seven five-business~~ days of receiving the actual cost estimate. The
115 parties agree to meet and discuss the actual cost estimate within ~~seven five-business~~ days of the
116 Union notifying the University of the confusion.