

1 UNIVERSITY OF OREGON PROPOSAL (02/15/2024)

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3 Document Key

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

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6 ARTICLE 9. UNION RIGHTS

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

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

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

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

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36 **Section 4.** The Union shall have the right to separate space on existing bulletin boards in each
37 department or unit where bargaining unit members are employed, but the University may remove
38 or relocate such bulletin boards in its sole and absolute discretion.

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40 **Section 5.** The Union shall have the right to a list of information for all members of the
41 bargaining unit delivered on the first day of the month at no cost to the Union and in a mutually
42 agreeable format. The list shall include the following information:

- 43
44
- 45 • Employee name on record with Human Resources
 - 46 • University ID number
 - University email address

- 47 • Campus zip code
- 48 • Home address
- 49 • Employee Classification
- 50 • Employee rank code and rank description
- 51 • Employee job title
- 52 • Primary Unit
- 53 • First date of university employment
- 54 • Start date of current appointment
- 55 • Last day of current appointment
- 56 • Job type (Primary, Secondary, Overload)
- 57 • Contract Length (9 or 12 month)
- 58 • Job Status (Leave or Active)
- 59 • Salary
- 60 • FTE
- 61 • Percentage of each appointment, if available
- 62 • Campus office address, if available

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

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67 **Section 7.** The Union shall have the right to an annual report provided by September 1 for the
68 preceding academic year of the following items concerning bargaining unit faculty members:
69 a. ~~of a~~ All promotion and tenure decisions concerning bargaining unit faculty members
70 made by the Provost or designee; ~~during the preceding academic year no later than the~~
71 ~~following September 1.~~
72 b. Permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification
73 beyond three years;
74 c. Recategorizations;
75 d. Reclassifications;
76 e. National-search exceptions;
77 f. Career faculty layoffs.

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

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

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

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

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

103
104 ~~If there is confusion regarding the actual cost estimate provided by the University, the Union will~~
105 ~~notify the University within five business days of receiving the actual cost estimate. The parties~~
106 ~~agree to meet and discuss the actual cost estimate within five business days of the Union~~
107 ~~notifying the University of the confusion.~~

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