

1 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)  
2 UNIVERSITY OF OREGON PROPOSAL (2/9/2024)  
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4 Document Key

5 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored  
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7 ARTICLE 9. UNION RIGHTS  
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9 **Section 1.** The Union shall have the right to communicate with its members and the members of  
10 the bargaining unit at all times without interference by the University, provided such  
11 communication does not unduly interfere with the work duties of a bargaining unit faculty  
12 member. Communications between bargaining unit faculty members about union matters should  
13 not unduly interfere with university operations, students, other employees, or members of the  
14 public.  
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16 **Section 2.** When exercising their right to reasonable access to bargaining unit faculty members at  
17 their work location, the Union will follow normal protocols for scheduling time with faculty  
18 members in a particular location, to the extent they exist. Department or unit staff or building  
19 security may not unreasonably deny access to bargaining unit faculty members when the purpose  
20 of such access is within the Union’s legal right.  
21

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

33 The Union may communicate with its bargaining unit members by group email to their  
34 individual university email addresses. The Union may not send “blast” or group emails to non-  
35 bargaining unit employees of the University.  
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37 **Section 4.** The Union shall have the right to separate space on existing bulletin boards in each  
38 department or unit where bargaining unit members are employed, but the University may remove  
39 or relocate such bulletin boards in its sole and absolute discretion. The Union shall have the right  
40 to use monitors in buildings in order to disseminate appropriate information where bargaining  
41 union faculty members work.  
42

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

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

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

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

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

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

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

93  
94 The Union shall also receive a credit from the University for information requests in the amount  
95 of \$3,000 per calendar year that can be used to pay actual costs to the University as required in  
96 this section. The \$3,000 credit shall not roll over between years.

97  
98 The University shall complete information requests within 40 ~~thirty-business~~ days, subject to  
99 delays caused by the meetings outlined below. The parties can mutually agree to pause these  
100 timelines and such agreement will not be unreasonably withheld by either party.

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

107  
108 If there is confusion regarding the actual cost estimate provided by the University, the Union will  
109 notify the University within ~~seven five-business~~ days of receiving the actual cost estimate. The  
110 parties agree to meet and discuss the actual cost estimate within ~~seven five-business~~ days of the  
111 Union notifying the University of the confusion.

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