

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)
2 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
4 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)
5 UNIVERSITY OF OREGON PROPOSAL (2/9/2024)
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7 **Document Key**

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

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12 **Section 1.** The Union shall have the right to communicate with its members and the members of
13 the bargaining unit at all times without interference by the University, provided such
14 communication does not unduly interfere with the work duties of a bargaining unit faculty
15 member. Communications between bargaining unit faculty members about union matters should
16 not unduly interfere with university operations, students, other employees, or members of the
17 public.
18

19 **Section 2.** When exercising their right to reasonable access to bargaining unit faculty members at
20 their work location, the Union will follow normal protocols for scheduling time with faculty
21 members in a particular location, to the extent they exist. Department or unit staff ~~or building~~
22 ~~security~~ may not unreasonably deny access to bargaining unit faculty members when the purpose
23 of such access is within the Union’s legal right.
24

25 **Section 3.** Upon reasonable advance notice to the appropriate scheduling office, the Union shall
26 have the right to schedule facilities on campus and access to services, catering and equipment
27 associated with the use of facilities as a recognized faculty group. The Union will pay all
28 customary fees and charges for its use of the facilities, services and equipment. The University
29 will apply the fees and rates charged to university entities for the Union’s use of such rooms and
30 services. Use of the meeting rooms, services, catering and equipment is subject to availability.
31 Academic uses have priority. Facilities, services, and equipment will be reserved in the name of
32 United Academics and not in the name of bargaining unit faculty members. The Union will
33 comply with all university policies regarding the use of university meeting rooms, facilities,
34 services, and catering.
35

36 The Union may communicate with its bargaining unit members by group email to their
37 individual university email addresses. The Union may not send “blast” or group emails to non-
38 bargaining unit employees of the University.
39

40 **Section 4.** The Union shall have the right to separate space on existing bulletin boards in each
41 department or unit where bargaining unit members are employed, but the University may remove
42 or relocate such bulletin boards in its sole and absolute discretion. ~~The Union shall have the right~~
43 ~~to use monitors in buildings in order to disseminate appropriate information where bargaining~~
44 ~~union faculty members work.~~
45

46 **Section 5.** The Union shall have the right to a list of information for all members of the
47 bargaining unit delivered on ~~or about~~ the first day of the month at no cost to the Union and in a
48 mutually agreeable format. The list shall include the following information:
49

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

69
70 **Section 6.** To the extent required by ORS 243.804(4), the Union shall have the right to
71 information for new bargaining unit faculty members.
72

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

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

85
86 **Section 8.** The Union shall have the right to make a presentation at the primary new faculty
87 orientation and to distribute information at orientations that include new bargaining unit faculty
88 members. The presentation shall be for the purpose of introducing attendees to Union and its role
89 in representing bargaining unit faculty members and will not be used for discussion of
90 labor/management issues or disputes.
91

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

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

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

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

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