

Tentative Agreement

1 **UNIVERSITY OF OREGON COUNTERPROPOSAL (11/21/2024)**

2 UNITED ACADEMICS COUNTERPROPOSAL (8/26/2024)

3 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)

4 UNITED ACADEMICS COUNTERPROPOSAL (7/15/2024)

5 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/2/2024)

6 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)

7 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)

8 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)

9 UNIVERSITY OF OREGON COUNTERPROPOSAL (4/18/2024)

10 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)

11 UNIVERSITY OF OREGON COUNTERPROPOSAL (2/15/2024)

12 UNITED ACADEMICS PROPOSAL (2/1/2024)

Document Key

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

ARTICLE 12. FACILITIES AND SUPPORT

19 **Section 1.** The University shall provide bargaining unit faculty members with facilities,
20 equipment, and services necessary for the performance of their job duties and conducive to
21 performing their duties in a professional atmosphere. ~~Services include all areas that fall under the~~
22 ~~supervision of the Senior Vice President of Finance and Administration and Chief Financial~~
23 ~~Officer and the Office of the Vice President of Research and Innovation. Performance, review,~~
24 ~~and promotion processes, as well as bridge funding decisions, shall account for any lack of~~
25 ~~facilities, equipment, or services that negatively affected a bargaining unit member's ability to~~
26 ~~carry out those professional responsibilities. In the event that a lack of facilities, equipment, or~~
27 ~~services prevents a faculty member from carrying out specific professional responsibilities, such~~
28 ~~impacts will be accounted for as part of performance and promotion reviews during the relevant~~
29 ~~time frame provided that the faculty member notified their supervisor or unit head of the issue~~
30 ~~with as much advance notice as practicable in the circumstances.~~

32 ~~[Accepting strike out in lines 18-22, pending acceptance of the following language in Article 20,~~
33 ~~General Review Provisions: "Performance reviews shall consider any lack of resources~~
34 ~~necessary to the performance of professional responsibilities that were identified in previous~~
35 ~~workload discussions"]~~

37 **Section 2.** The University shall provide instructional faculty with a university email address, a
38 mailbox, access to a telephone number and voicemail, reasonable office space and desk space,
39 and reasonable access to storage space in an office or similar location that locks, a printer, a
40 copier, private space for meeting with students (which need not be dedicated for this purpose),
41 and access to electronic course management systems. All of the spaces, systems and equipment
42 (except email and mailboxes) listed in this section may be shared.

44 The parties agree that reasonable office and desk space depends on the particular circumstances,
45 including but not limited to: the space available to the department or unit; the other priorities for
46 the use of the space; the FTE, schedule, and nature of the work of the bargaining unit faculty

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47 member; and the bargaining unit faculty member's actual use of office and desk space. The
48 University's decision on how to allocate such space will be given deference. If an arbitrator
49 determines that a bargaining unit faculty member's assigned office or desk space is
50 unreasonable, they will remand to the University to find an alternative that meets the standard of
51 this Section. The arbitrator cannot order that the University's physical space be used in any
52 particular way or that a bargaining unit faculty member be provided with any particular space.

53
54 **Section 3.** The University shall provide research faculty with a university email address, a
55 mailbox, a telephone number and voicemail, and appropriate workspace. All of the spaces,
56 systems and equipment (except email and mailboxes) listed in this section may be shared.

57
58 **Section 4.** Bargaining unit faculty members shall have the right to access their work facilities
59 when needed for the performance of their professional responsibilities. However, this shall not
60 preclude the University from restricting access when necessary for university operations or in
61 case of emergency.

62
63 **Section 5.** A bargaining unit faculty member who complies with the university's processes and
64 deadlines around the assignment of classroom space shall be provided one classroom for the
65 duration of a class period.

- 66
67 a. Exceptions shall be made for pedagogical reasons or in cases of emergency.
68
69 b. A bargaining unit faculty member has the right to discuss with their supervisor
70 preferences for, or concerns about, specific classrooms before assignments are made.
71
72 c. Bargaining unit faculty members will be provided with classroom space sufficient to seat
73 the maximum enrollment established at the time the course is opened for student
74 registration.
75
76 d. Assigned classrooms will have the technology identified as necessary by the bargaining
77 unit faculty member and approved by the University at the time the course is opened for
78 student registration. Reasonable technological support will be made available to all
79 bargaining unit faculty members.
80
81 e. The University may change a classroom assignment if a classroom is determined to be
82 inaccessible for a student or employee. A bargaining unit faculty member should notify
83 the Office of the Registrar as soon as they identify a barrier for any member of a class to
84 or within a classroom. The University will comply with all applicable laws regarding
85 disabilities and access for bargaining unit faculty members.

86
87 **Section 6.** Bargaining unit faculty members may report workspace temperature or air quality
88 concerns and classroom supply needs to their department, program, academic support unit, or
89 unit administrative support. If conditions in a classroom interfere with the learning environment
90 or conditions in a an office or other workspace prevents significantly impedes work from being
91 accomplished, the faculty will report the problem as soon as possible. If the conditions are
92 verified by the UO Environmental Health and Safety Department to be extreme enough to

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93 prevent ~~significantly affect~~ work from being accomplished and the problem with the space is not
94 mitigated by the next class meeting or use of the space, the class or work will be assigned a
95 different room or space until the problem is addressed.

96
97 ~~Upon request, if temperatures or air quality in a particular workspace are not suitable for the~~
98 ~~faculty member, adequate air filtration systems, air conditioning systems, and heating systems~~
99 ~~shall be made available within 14 days.~~


100
101 **Section 7.** All bargaining unit faculty members shall be assigned, and shall be expected to use
102 for university purposes, a DuckID account with email, a UO ID Card, and free building keys
103 and/or prox access where needed at least 15 days before the employment start date or as soon as
104 practicable. Replacement costs for lost or damaged UO ID cards and/or building keys are the
105 responsibility of the bargaining unit faculty member. Bargaining unit faculty members shall
106 follow university procedures and provide requested information in order to obtain such services.

107
108 All bargaining unit faculty members not terminated for cause and who have complied with terms
109 of this Agreement and all policies applicable to the use of university email shall be provided
110 access to a University of Oregon email account, DuckWeb, and university courseware for at least
111 two terms after the end of their employment. The former bargaining unit faculty member must
112 continue to comply with the terms of this Agreement and all policies applicable to the use of
113 university information assets.

114
115 ~~**Section 8.** The University shall comply with all laws regarding accessibility of web-based~~
116 ~~communications. The University shall furnish appropriate aids and services to bargaining unit~~
117 ~~faculty members with disabilities as required by law. In determining what type of auxiliary aid~~
118 ~~and service is necessary, the University shall be responsive to the requests of the bargaining unit~~
119 ~~faculty member with disabilities and initiate the interactive process within 14 days of the request.~~

120
121 ~~**Section 9.** Upon request, if working conditions in a particular space are not suitable for the~~
122 ~~faculty member, adequate air filtration systems, air conditioning systems, and heating systems~~
123 ~~shall be made available within 7-14 days.~~

Tentative Agreement (11/21/2024):


Nathan Whalen (Nov 22, 2024 11:17 PST) Nov 22, 2024
Nathan Whalen (United Academics)


Nov 22, 2024
Chris Meade (University of Oregon)

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ARTICLE 22. GRIEVANCE PROCEDURE

18 **Section 1.** The objective of this Article is to secure a fair and equitable resolution of grievances
19 at the lowest possible ~~level step~~ of the grievance procedure. The procedures below shall be the
20 sole method for resolving grievances.

22 **Section 2.** Definitions:

24 "Grievance" means an allegation that there has been a violation of a specific term of this
25 Agreement. Grievances include the information stated in Section 6.

27 "Informal Resolution" means a resolution process that is conducted by the employee and labor
28 relations team (ELR) or ELR's designee that is designed to resolve a grievance through informal
29 processes like facilitated conversations, mediations, or other informal processes that do not
30 include a formal hearing and a written decision issued by the university. Except information that
31 triggers a reporting obligation under UO policy or state or federal law, information shared during
32 an informal resolution process cannot be used by the University, the Union, or the grievant
33 during a formal hearing or at arbitration.

35 "Grievant" means the member of the bargaining unit who initiates a grievance or the Union when
36 it is the party who initiates a grievance.

38 ~~"Day" means a business calendar day.~~

40 **Section 3. Process**

42 ~~**Independent Conflict Resolution Efforts**~~

44 ~~A bargaining unit faculty member may elect to initiate an independent conflict resolution with~~
45 ~~the department or unit head, supervisor, dean, or Office of the Provost. Such efforts must be~~
46 ~~initiated within 60 days of the act, omission, or condition that is the basis of the conflict.~~

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47 ~~Continued, good-faith independent conflict resolution efforts by a bargaining member shall~~
48 ~~pause the grievance initiation deadlines set forth in subsections 3.a. and 3.b.~~

49 **Grievance Initiation ~~Informal Resolution Process~~**

- 51
- 52 a. Initiation of a Grievance
- 53 i. Within ~~60 45~~ days of the date the grievant knew, or reasonably should have
54 known, of the act, omission, or condition ~~which that~~ is the basis of the grievance,
55 ~~or within 60 days of concluding a documented effort at informal resolution of~~
56 ~~such act, omission, or condition that is the basis of the grievance, or within 60 a~~
57 ~~documented concluding an attempt at an informal resolution of the conflict,~~ the
58 grievant shall submit a grievance, as defined in Section 6, to the ELR grievance
59 email address, grievances@uoregon.edu. Grievances alleging discrimination,
60 including discriminatory harassment, should be filed within 365 days of the date
61 the grievant knew or reasonably should have known, of the act, omission, or
62 condition ~~which that~~ is the basis of the grievances.
- 63 ii. In addition to the grievance requirements provided for in Section 6, the grievance
64 should include a statement describing whether the grievant believes the informal
65 resolution process would be effective.
- 66

67 **Informal Resolution Process**

- 68
- 69 b. Review
- 70 i. Within ~~10 14~~ days of receiving the grievance, ELR shall schedule separate
71 mandatory meetings with: (1) the grievant and the grievant's union representative
72 (if desired by the grievant); and (2) the grievant's supervisor and/or other parties
73 named in the grievance who have substantial information regarding the
74 underlying facts. At these meetings, ELR and the grievant and the relevant
75 administrator will discuss whether ~~and how~~ an informal resolution would be an
76 effective way to resolve the matter. ~~and ELR~~ will also make it clear to all parties
77 that retaliation for participation in the informal and formal grievance is prohibited.
78 ~~Following these meetings, one of the following will happen:~~
79 ~~[List formatting inserted and rearranged for clarity.]~~
- 80 (a) ~~ii. If~~ ELR and the grievant ~~may~~ agree that the dispute may be resolved
81 using an informal resolution process. ~~In this case,~~ ELR shall schedule and
82 conduct an informal resolution process. This process will be complete
83 within ~~60 35~~-days of the filing of the grievance. ~~iv.~~ At the conclusion of an
84 informal resolution dispute process, ELR will send a letter to the grievant
85 stating the informal resolution process has concluded.
- 86 (b) ~~iii. If~~ ELR and the grievant ~~may~~ determine that an informal resolution will
87 not be successful or ~~if~~ the grievant ~~may does~~-not agree to participate in an
88 informal resolution process. ~~In this case,~~ a formal hearing, as described in
89 Section 3.c, will be scheduled. The formal hearing will be held within ~~15~~
90 ~~21~~ days of the date that ELR sends out a statement to the parties
91 explaining that ~~the~~ informal resolution process will not be used in the
92 matter.

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(c) ELR may determine the informal process will not be successful and will provide an explanation of the situation to the faculty member and dismiss the grievance, concluding the informal process. The grievant will be informed of their right to submit the grievance for a formal hearing (Section 3.c.), ~~which they may do after a 14-day waiting period cooling off.~~

- ii. At any point after the informal resolution dispute process has been initiated, the grievant can send ELR an email at grievances@uoregon.edu stating that the grievant no longer wishes to participate in the process. In response, ELR will send out a letter to the parties stating the informal resolution process has concluded.

Formal Resolution Process Hearing

c. Hearing

- i. Grievance timeline: ~~If w~~ Within 21 days of receiving the letter from ELR explaining that the informal resolution process has concluded, ~~and~~ if the grievant is not satisfied with the outcome ~~at the conclusion of the informal resolution process~~, or the informal process is bypassed by mutual agreement, the grievant ~~or the Union acting on behalf of the grievant~~ may present the grievance to ELR in an email at grievances@uoregon.edu to be heard by the Provost's Office ~~within 21-14 days of receiving the letter from ELR explaining that the informal resolution process has concluded.~~
- ii. Hearing timeline: A formal hearing with the Provost or Provost's Office Designee, will be scheduled within ~~15~~ 21 days of receipt of the grievance described in section c (i).
- iii. At or before the grievance hearing, the grievant is allowed to submit a number of relevant questions to the Provost or the Provost's Office Designee. The grievant will limit these questions to those that do not place an undue hardship on the university to respond to, and generally should be no more than 15 questions. The Provost's Office will respond to the questions within ~~15~~ 21 days. This section does not limit the Union's right to make information requests under PECBA, nor the confidentiality rights afforded to employees and students under UO policy and state and federal law.
- iv. The Provost's Office will send a decision in writing to the grievant within ~~30~~ 21 days of the hearing. ~~If the questions under subsection iii. above are presented at the hearing by the union and responding, that requires subsequent information gathering are presented at the hearing by the union,~~ the decision deadline will be extended to ~~60~~ 45 days from the date of the hearing. ~~If a decision of the Office of the Provost to deny a grievance is based in whole or in part on a policy provision that was not cited as justification for the act or omission being grieved prior to submission of the grievance, the grievance may be resubmitted within 30 days to be heard by a different designee. When a denial from the Office of the Provost is premised on grounds that the grievant lacked the opportunity to address during the hearing process, the grievant may request reconsideration of the denial within 30 days. The reconsideration request shall address the grounds that grievant believes grievant lacked the opportunity to address during the hearing process. The Office of the Provost shall decide grievant's reconsideration request within 30 days of receiving it.~~ Disputes

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140 against the Provost may be filed with the President in lieu of the Provost. If the
141 grievant is not represented **in the grievance** by the Union, a copy of the decision
142 will be sent to the Union forthwith.

143 **Grievances Alleging Prohibited Discrimination**

- 145
- 146 d. If the grievance alleges prohibited discrimination or retaliation for filing a claim of
147 prohibited discrimination, ELR will send the grievance to the Office of Investigations and
148 Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the
149 grievance (acknowledgment letter) and assigning an investigator to conduct an initial
150 assessment of the grievance, which will include a meeting with the grievant and, if the
151 grievant wants, their union representative.
- 152
- 153 i. If OICRC decides that the grievance is within their jurisdiction and should be
154 formally investigated, the grievance will remain with OICRC and it will issue a
155 Notice of Investigation to all parties (the grievant, employee and labor relations,
156 and the **respondent alleged bad actor**). OICRC determines whether the grievance
157 is in its jurisdiction by assessing whether if all the facts are true, there is a
158 violation of UO's prohibited discrimination policies.
- 159 ii. If OICRC decides that the grievance is not within their jurisdiction or is otherwise
160 insufficient for formal investigation, the grievance as it relates to discrimination
161 will be denied **and the remaining grievance will be returned to ELR to determine
162 whether a violation of the CBA or University policies has occurred and the
163 appropriate process for the grievance.**
- 164 iii. The grievant and OICRC ~~can~~ **may** also mutually agree that the grievance will go
165 through the informal process set forth above. If the informal process is not
166 successful, the grievance will come to OICRC for final disposition.
- 167
- 168 e. OICRC's process must provide the union and the grievant with at least the rights they
169 would have otherwise received through the grievance process articulated in this Article,
170 which means that the grievant ~~can~~ **may** ask at least 15 questions that are relevant, ~~can~~ **and**
171 **may** meet with the OICRC investigator and during the initial meeting described above.
172 ~~†~~**The union will be allowed to participate to the extent they could participate during a**
173 **grievance hearing.**
- 174
- 175 f. OICRC's process shall be concluded within **90** ~~60~~ days of the date that OICRC sends the
176 Notice of Investigation. For good cause, OICRC's investigation timeline can be extended
177 by mutual agreement of the parties.
- 178
- 179 g. OICRC's decision may be appealed through Article 23.
- 180
- 181 h. If the grievance alleges prohibited discrimination as one of many grievance allegations,
182 the grievance will be bifurcated and the parts alleging prohibited discrimination will
183 follow the process set forth above. The remaining grievance allegations will follow the
184 normal informal resolution/hearing process. If a remedy offered through the normal
185 grievance process would irreparably harm the grievant, the grievance process may be

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186 stayed pending the OICRC investigation. The parties can also stay the grievance process
187 through mutual agreement.

188
189 **Section 4.** If the Union is the grievant, the grievance ~~shall~~ ~~can~~ ~~should~~ be filed no later than 45
190 60 days following the date on which the bargaining unit faculty member whose rights under this
191 Agreement were allegedly violated knew or reasonably should have known of the act, event, or
192 condition which is the basis of the grievance.

193 **Section 5.** General Provisions.

- 194
195
- 196 a. A grievant may represent themselves ~~at any step~~ in the grievance process or may elect to
197 be accompanied or represented by a Union representative. If the Union does not represent
198 the grievant, the resolution of the grievance shall not be inconsistent with the terms of
199 this Agreement.
200
 - 201 b. The grievant and the University may agree to modify the time limits ~~in any step~~ of the
202 grievance procedure. ~~At formal steps~~ ~~In a formal grievance process~~, agreements to
203 modify time limits shall be in writing. Requests for extensions of time will not be
204 unreasonably denied.
205
 - 206 c. The University's failure ~~at any step of this procedure~~ to communicate the decision on the
207 grievance within the time limit, including any extension thereof, shall be deemed a denial
208 of the grievance. The grievant's failure at any step of this procedure to appeal to the next
209 step within the time limit, including any extension thereof, shall be considered acceptance
210 by the grievant of the decision rendered at the previous step but will not constitute a past
211 practice or any precedent in the disposition of other cases.
212
 - 213 d. A grievant may withdraw a grievance at any time.
214
 - 215 e. All facts relevant to a grievance shall be presented by the parties with the objective
216 expressed in Section 1 of this Article.
217
 - 218 ~~f. Grievances alleging prohibited discrimination must be filed within 180-365 days~~
219 ~~following the date on which the grievant knew or reasonably should have known of the~~
220 ~~act, omission, or condition which is the basis of the grievance.~~
 - 221
222 ~~g. Grievances alleging discriminatory harassment must be filed within 365 days following~~
223 ~~the date on which the grievant knew or reasonably should have known of the act,~~
224 ~~omission, or condition which is the basis of the grievance.~~

225 **Section 6.** Written grievances must include at least:

- 226
227
- 228 a. A statement describing the nature of the grievance, the approximate date of the events
229 giving rise to the grievance, and the names of identifiable persons involved;
230
 - 231 b. The provision of this Agreement that the grievant believes to have been violated and a

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232 description of how it was violated; and

233

234 c. The relief sought.


235

236 **Section 7.** A grievance may not be filed for an act, omission or condition related to provisions

237 newly defined in this Agreement that ~~which~~ occurred prior to the effective date of this

238 Agreement.

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