

# UNIVERSITY OF OREGON COUNTERPROPOSAL

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## ARTICLE 9. UNION RIGHTS

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

~~**Section 2.** Union representatives will have the right to reasonable access to bargaining unit faculty members at their work location. Union representatives may be asked to follow the normal and previously documented protocols for scheduling time with faculty members in a particular unit, center, institute, lab, building, or rooms with an access protocol. Access protocols will be publicly available on the unit's website.~~

**Section 2.** Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access to services, catering and equipment associated with the use of facilities as a recognized faculty group. The Union will pay all customary fees and charges for its use of the facilities, services, and equipment. The University will apply the fees and rates charged to university entities for the Union's use of such rooms and services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority. Facilities, services, and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services, and catering.

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

**Section 3.** The Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University may remove or relocate such bulletin boards at its sole and absolute discretion.

**Section 4.** The Union shall have the right to an accurate list of information for all members of the bargaining unit delivered on the first day of the month at no cost to the Union and in a mutually agreeable format. The list shall include the following information:

- Employee name on record with Human Resources
- University ID number
- University email address
- Campus zip code
- Home address
- Employee Classification
- Employee rank code and rank description

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- 1 • Employee job title
- 2 • Primary Unit
- 3 • First date of university employment
- 4 • Start date of current appointment
- 5 • Last day of current appointment
- 6 • Job type (Primary, Secondary, Overload)
- 7 • Contract Length (9- or 12-month)
- 8 • Job Status (Leave or Active)
- 9 • Salary
- 10 • FTE
- 11 • Percentage of each appointment, if available
- 12 • Campus office address, if available
- 13 • ~~Member status~~

14

15 ~~**Section 6.** The Union shall have the right to an accurate list for the information in Section 5 for~~  
16 ~~all new faculty who are in the bargaining unit within 10 calendar days from the date of hire.~~

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18 **Section 5.** The Union shall have the right to an annual report of all promotion and tenure  
19 decisions concerning bargaining unit faculty members made by the Provost or designee during  
20 the preceding academic year no later than the following September 1.

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22 **Section 6.** The Union shall have the right to make a presentation, **if presentations are made at,**  
23 ~~between 30 and 120 minutes long~~ and distribute information at orientations that include new  
24 bargaining unit faculty members. The presentation shall be for the purpose of introducing  
25 attendees to the Union and its role in representing bargaining unit faculty members and will not  
26 be used for discussion of labor/management issues or disputes.

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28 **Section 7.** The Union shall have the right to information and data necessary to administer the  
29 agreement and shall be required to pay the actual cost of producing the information when an  
30 individual request exceeds \$1,000 or when multiple requests exceed \$5,000 in any three-  
31 month period of time.

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33 The Union shall also receive a credit from the University for information requests in the  
34 amount of \$3,000 per calendar year that can be used to pay actual costs to the University  
35 as required in this section. The \$3000 credit shall not roll over between years.

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

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41 Information and data shall be made available in electronic form whenever possible.  
42 If there is confusion regarding the scope of any information request, the University will  
43 notify the Union within five business days of receiving the request. The parties agree to  
44 meet and discuss the scope of the request within five business days of the University  
45 notifying the Union of the confusion.

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2 If there is confusion regarding the actual cost estimate provided by the University, the  
3 Union will notify the University within five business days of receiving the actual cost  
4 estimate. The parties agree to meet and discuss the actual cost estimate within five business  
5 days of the Union notifying the University of the confusion.