

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (4/4/2024)
2 UNITED ACADEMICS PROPOSAL (2/15/2024)

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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 13. HEALTH AND SAFETY

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9 **Preamble.** The University of Oregon is noted for its strong tradition of collegiality and support
10 for all members of the institution. Hostile, intimidating, or abusive behavior damages the strong
11 sense of community so valued at UO. We should all work to ensure that each member of our
12 community benefits from a respectful and inclusive working and learning environment. We
13 expect that everyone will make a conscious effort to model the behavior necessary to create an
14 inclusive and respectful climate for all.

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16 **Section 1.** Bargaining unit faculty members have the right to work in a safe and healthy
17 workplace that meets the safety and health requirements of the Oregon Safe Employment Act,
18 state and university policy, and is an environment that is not hostile, intimidating, or abusive.
19 Bargaining unit faculty members shall not be required to work under conditions that violate
20 applicable safety or health laws or regulations.

21
22 A bargaining unit faculty member may report a condition that they believe does not comply
23 with applicable safety or health laws or policies. The University has a reporting mechanism at
24 <https://safety.uoregon.edu/> that allows bargaining unit faculty to anonymously report unsafe or
25 hazardous conditions. The University will provide annual notice to faculty on how they can
26 anonymously report unsafe or hazardous conditions.

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28 The University will assess all reports they receive. Upon conclusion of the assessment, the
29 University shall inform the bargaining unit faculty member (in writing if the report was made in
30 writing), if identified, of the conclusion and what, if any, action is being taken.

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32 **Section 2.** Bargaining unit faculty members will attend all required training on workplace health
33 and safety offered by the University. Bargaining unit faculty members will be paid for
34 attendance at required trainings.

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36 Upon reasonable request, a bargaining unit faculty member will be provided instruction on how
37 to safely operate equipment provided by the University for use by the bargaining unit faculty
38 member in the performance of their duties.

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40 **Section 3.** The Union may appoint two representatives to the Safety Advisory
41 Committee.

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43 **Section 4.** No bargaining unit faculty member will be subject to discrimination, discipline, or
44 termination for reporting that they have experienced workplace violence or the threat of
45 workplace violence.

46
47 **Section 5. Americans with Disabilities Act ~~a~~ Accommodations.** The University will comply

48 with all state and federal laws regarding accommodation requests. For details on the eligibility,
49 use, and restriction of accommodations please contact WorkplaceADA@uoregon.edu or visit
50 <https://hr.uoregon.edu/>.

- 51
- 52 ~~a. All bargaining unit faculty members shall receive information in initial offers of~~
53 ~~employment to access necessary and reasonable employment accommodations for a~~
54 ~~variety of disability needs covered by the ADA including but not limited to chronic~~
55 ~~health conditions, physical disabilities, mental health disabilities, learning disabilities,~~
56 ~~and/or any other conditions. The University shall attempt to put into place workplace~~
57 ~~accommodations before the beginning of employment if advance notice is provided.~~
58 ~~Faculty will give notice of their need for accommodation by submitting a request form at~~
59 ~~<http://hr.uoregon.edu/interactive-disability-accommodation-process>. Upon receiving~~
60 ~~this notice, the University shall acknowledge receipt within seven days and initiate the~~
61 ~~interactive process within 14 days. The University shall provide a list of the types of~~
62 ~~workplace accommodations that may be reasonable on the University's HR website and~~
63 ~~a link to that list will be provided to employees when first seeking accommodations~~
64 ~~when requested.~~
- 65 ~~b. The parties recognize that actions needed to fulfill an accommodation request may at~~
66 ~~times take primacy over other existing policies or procedures.~~
- 67 ~~c. If a bargaining unit member's accommodation request is denied, the denial may be~~
68 ~~grieved pursuant to Article 22 of this Agreement. Denials that may be grieved include,~~
69 ~~without limitation, denials based on the anticipated costs of the requested~~
70 ~~accommodation. This right to grieve shall not waive, limit, or otherwise prejudice in~~
71 ~~any way a bargaining member's right to pursue a claim in any court or through any~~
72 ~~agency with jurisdiction.~~