

1 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)
3 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)
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6 Document Key

7 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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9 ARTICLE 12. FACILITIES AND SUPPORT
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11 **Section 1.** The University shall provide bargaining unit faculty members with facilities,
12 equipment, and services necessary for the performance of their job duties and conducive to
13 performing their duties in a professional atmosphere. ~~Services include all areas that fall under the~~
14 ~~supervision of the Senior Vice President of Finance and Administration and Chief Financial~~
15 ~~Officer and the Office of the Vice President of Research and Innovation. Performance, review,~~
16 ~~and promotion processes, as well as bridge funding decisions, shall account for any lack of~~
17 ~~facilities, equipment, or services that negatively affected a bargaining unit member's ability to~~
18 ~~carry out those professional responsibilities. In the event that a lack of facilities, equipment, or~~
19 ~~services significantly affects a faculty member's ability to carry out specific professional~~
20 ~~responsibilities, such impacts will be accounted for as part of performance and promotion~~
21 ~~reviews during the relevant timeframe provided that the faculty member notified their supervisor~~
22 ~~or unit head of the issue with as much advance notice as practicable in the circumstances.~~

23
24 **Section 2.** The University shall provide instructional faculty with a university email address, a
25 mailbox, access to a telephone number and voicemail, reasonable office space and desk space,
26 and reasonable access to storage space in an office or similar location that locks, a printer, a
27 copier, private space for meeting with students (which need not be dedicated for this purpose),
28 and access to electronic course management systems. All of the spaces, systems and equipment
29 (except email and mailboxes) listed in this section may be shared.

30
31 The parties agree that reasonable office and desk space depends on the particular circumstances,
32 including but not limited to: the space available to the department or unit; the other priorities for
33 the use of the space; the FTE, schedule, and nature of the work of the bargaining unit faculty
34 member; and the bargaining unit faculty member's actual use of office and desk space. The
35 University's decision on how to allocate such space will be given deference. If an arbitrator
36 determines that a bargaining unit faculty member's assigned office or desk space is
37 unreasonable, they will remand to the University to find an alternative that meets the standard of
38 this Section. The arbitrator cannot order that the University's physical space be used in any
39 particular way or that a bargaining unit faculty member be provided with any particular space.
40

41 **Section 3.** The University shall provide research faculty with a university email address, a
42 mailbox, a telephone number and voicemail, and appropriate workspace. All of the spaces,
43 systems and equipment (except email and mailboxes) listed in this section may be shared.
44

45 **Section 4.** Bargaining unit faculty members shall have the right to access their work facilities
46 when needed for the performance of their professional responsibilities. However, this shall not

47 preclude the University from restricting access when necessary for university operations or in
48 case of emergency.

49

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

53

54 a. Exceptions shall be made for pedagogical reasons or in cases of emergency.

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56 b. A bargaining unit faculty member has the right to discuss with their supervisor
57 preferences for, or concerns about, specific classrooms before assignments are made.

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59 c. Bargaining unit faculty members will be provided with classroom space sufficient to seat
60 the maximum enrollment established at the time the course is opened for student
61 registration.

62

63 d. Assigned classrooms will have the technology identified as necessary by the bargaining
64 unit faculty member and approved by the University at the time the course is opened for
65 student registration. Reasonable technological support will be made available to all
66 bargaining unit faculty members.

67

68 e. The University may change a classroom assignment if a classroom is determined to be
69 inaccessible for a student or employee. A bargaining unit faculty member should notify
70 the Office of the Registrar as soon as they identify a barrier for any member of a class to
71 or within a classroom. The University will comply with all applicable laws regarding
72 disabilities and access for bargaining unit faculty members.

73

74 **Section 6.** Bargaining unit faculty members may report workspace temperature or air quality
75 concerns and classroom supply needs to their department, program, academic support unit, or
76 unit administrative support. If conditions in a classroom interfere with the learning environment
77 or conditions in a an office or other workspace prevents significantly impedes work from being
78 accomplished, the faculty will report the problem as soon as possible. If the conditions are
79 verified by the UO Environmental Health and Safety Department to be extreme enough to
80 prevent significantly affect work from being accomplished and the problem with the space is not
81 mitigated by the next class meeting or use of the space, the class or work will be assigned a
82 different room or space until the problem is addressed.

83

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

87

88 **Section 7.** All bargaining unit faculty members shall be assigned, and shall be expected to use
89 for university purposes, a DuckID account with email, a UO ID Card, and free building keys
90 and/or prox access where needed at least 15 days before the employment start date or as soon as
91 practicable. Replacement costs for lost or damaged UO ID cards and/or building keys are the
92 responsibility of the bargaining unit faculty member. Bargaining unit faculty members shall

93 follow university procedures and provide requested information in order to obtain such services.

94

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

101

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

107

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