

1 UNIVERSITY COUNTERPROPOSAL

2 7-29-13

3
4 ARTICLE 34
5 FACILITIES and SUPPORT
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7 **Section 1.** The University ~~Administration~~ shall provide bargaining unit faculty members with
8 facilities and services appropriate to the performance of their job duties and conducive to
9 performing their duties in a professional atmosphere.

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11 **Section 2.** The University ~~Administration~~ shall provide Officers of Instruction with a university
12 email address, with a mailbox, access to a telephone number and voicemail, reasonable office
13 space and desk space (all of which may be shared space), and reasonable access to a telephone, a
14 computer, secure storage space in an office or similar location that locks, a printer, a copier,
15 private space for meeting with students (which need not be dedicated for this purpose), and
16 access to electronic course management systems such as Blackboard. All of the spaces, systems
17 and equipment listed in this section may be shared.

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19 The parties agree that reasonable office and desk space depends on the particular circumstances,
20 including but not limited to: the space available to the department or unit; the other priorities for
21 the use of the space; the FTE, schedule and nature of the work of the bargaining unit faculty
22 member; and the bargaining unit faculty member's actual use of office and desk space. The
23 University's decision on how to allocate such space will be given deference. If an arbitrator
24 determines that a bargaining unit faculty member's assigned office or desk space is
25 unreasonable, he or she will remand to the University to decide how to comply with this Article.
26 The arbitrator cannot order that the University's physical space be used in any particular way, or
27 that a bargaining unit faculty member be provided with any particular space. Given that this
28 provision imposes a new obligation on the University with regard to the provision of space, past
29 practice with regard to office or desk space will not be binding on either party in determining the
30 reasonableness of the office or desk space provided.

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32 **Section 3.** The University ~~Administration~~ shall provide Officers of Research with a university
33 email address, ~~with a mailbox, a telephone number and voicemail,~~ appropriate workspace, and
34 appropriate equipment to complete assigned work. All of the spaces, systems and equipment
35 listed in this section may be shared. (all of which may be shared).

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37 **Section 4.** Bargaining unit faculty shall have the right to access their work facilities when needed
38 for the performance of their professional responsibilities. However, this shall not preclude the
39 University ~~Administration~~ from restricting access when ~~it deems~~ necessary for university
40 operations or in case of emergency.

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42 **Section 5.** A bargaining unit faculty member who complies with the university's processes and
43 deadlines around the assignment of classroom space shall be provided one classroom for the
44 duration of a class period, except for pedagogical reasons, safety, or in case of emergency, unless

1 | the length or schedule time of the class period make that unreasonable. A bargaining unit faculty
2 | member may discuss with his or her supervisor preferences for or concerns about specific
3 | classrooms before assignments are made. Bargaining unit faculty members will be provided with
4 | classroom space sufficient to seat the enrollment established at the time the course is opened for
5 | student registration. Assigned classrooms also shall be adequate to accommodate the number of
6 | students enrolled in a course. Assigned classrooms will have the technology identified by the
7 | bargaining unit member and approved at the time the course is opened for student
8 | registration and technological support appropriate for the course.

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10 | The University Administration may change a classroom assignment if a classroom is determined
11 | to be inaccessible for a student or employee. A bargaining unit faculty member should notify the
12 | Office of the Registrar as soon as he or she identifies a barrier to the access of a student or
13 | employee to or within a classroom. The University will comply with all applicable laws
14 | regarding disabilities and access for bargaining unit faculty members.

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16 | **Section 6.** All bargaining unit faculty shall be assigned, and shall be expected to use for
17 | university purposes, a University of Oregon email account, a Duckweb account, and a DuckID at
18 | least 15 days before the employment start date or as soon as practicable. Bargaining unit
19 | members shall follow University procedures and provide requested information in order to obtain
20 | such services.

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22 | All Career NTTF and Tenure Track and Tenured bargaining unit faculty members not terminated
23 | for cause and who have complied with terms of this Agreement and all policies applicable to the
24 | use of university email shall be provided access to a University of Oregon email account, a
25 | Duckweb account, and university courseware for at least ~~two (2)~~ one terms after the end of their
26 | employment. The former bargaining unit faculty member must continue to comply with the
27 | terms of this Agreement and all policies applicable to the use of university information
28 | assetemail.

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30 | **Section 7.** The University Administration shall comply with all laws regarding accessibility of
31 | web-based communications.

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33 | The University Administration shall furnish appropriate aids and services to bargaining unit
34 | faculty with disabilities as required by law.

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36 | In determining what type of auxiliary aid and service is necessary, the University Administration
37 | shall be responsive to the requests of the bargaining unit faculty member with disabilities.