UNIVERSITY COUNTERPROPOSAL
8-1-13

ARTICLE 34
FACILITIES and SUPPORT

Section 1. The University shall provide bargaining unit faculty members with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional atmosphere.

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

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

Section 3. The University shall provide Officers of Research with a university email address, a mailbox, a telephone number and voicemail, appropriate workspace, and appropriate equipment to complete assigned work. All of the spaces, systems and equipment listed in this section may be shared.

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

Section 5. A bargaining unit faculty member who complies with the university’s processes and deadlines around the assignment of classroom space shall be provided one classroom for the duration of a class period. Exceptions shall be made in the following circumstances:
(a) for pedagogical reasons; or
(b) in case of emergency.

This agreement recognizes that exceptions may also be made in cases when the length
or scheduled time of the class period makes it difficult to provide a single classroom for
the entire class meeting. In those circumstances, the University, however, will take
reasonable steps to avoid these exceptions by anticipating late enrollment and
the needs of programs where length and schedule time of class periods may be
different from the standards outside of the norm elsewhere in the university.

A bargaining unit faculty member may discuss with his or her supervisor preferences for
or concerns about specific classrooms before assignments are made. Bargaining unit
faculty members will be provided with classroom space sufficient to seat the maximum
enrollment established at the time the course is opened for student registration.
Assigned classrooms will have the technology identified by the bargaining unit member
and approved at the time the course is opened for student registration. Reasonable
technological support will be made available.

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

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

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

Section 7. The University Administration shall comply with all laws regarding accessibility of
web-based communications.
The University Administration shall furnish appropriate aids and services to bargaining unit faculty with disabilities as required by law.

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