

1 UNIVERSITY COUNTERPROPOSAL

2 9-4-13

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4 ARTICLE 3

5 SHARED GOVERNANCE

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7 **Preamble**

8 Oregon state law and ~~and~~ the University of Oregon's original Charter, ~~and the University~~
9 Constitution, as well as long-established practice, recognize the vital role of shared governance
10 ~~between~~ among the ~~u~~University's governing board, president, ~~and~~ and faculty, ~~and University~~
11 Senate as a guarantee of the freedom to teach and engage in research, creative activity, and
12 scholarship upon which excellence in higher education depends. In that regard, it is mutually
13 desirable that the collegial system of governance be maintained and strengthened so that the role
14 of the faculty will be similarly maintained and strengthened independent of collective
15 bargaining.

16
17 **Section 1.** The parties agree that it is desirable that the faculty have primary authority over
18 choice of method of instruction; subject matter to be taught; academic standards for admitting
19 students; and standards of student competence in a discipline. The University Administration
20 affirms that in these areas the power of supervision, review and final decision lodged in the
21 Board of Trustees of the University of Oregon will depart from the faculty judgment on these
22 matters only in rare instances and for compelling reasons communicated to the faculty.

23
24 **Section 2.** The parties agree that the faculty of each department or unit should have the
25 opportunity to participate in the governance of that department or unit, according to policies
26 initially developed and recommended by the faculty in accordance with Article 53 of this
27 Agreement.

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29 **Section 32.** The parties agree that it is desirable that the existing collegial system of shared
30 governance be maintained and strengthened so that faculty will have a mechanism and
31 procedures, independent of collective bargaining, for appropriate participation in the governance
32 of the university. To that effect, the University of Oregon Constitution shall remain in existence
33 for the duration of this Agreement subject to review and modification by the Board of Trustees in
34 accordance with the Board's authority and in consultation with the president and the faculty in
35 accordance with applicable Constitutional procedures.

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37 **Section 2 3.** All departments or units shall develop written internal governance policies. The All
38 faculty in each department or unit may shall have the opportunity to participate in the develop-
39 development of written policies for internal governance of the department or unit. At the outset
40 of its formulation of written policies, the faculty will first consider any input provided by the
41 appropriate department or unit head, dean, Vice President, Provost, or designee. The faculty will
42 submit their recommended policy to the appropriate dean, vice president, or designee for review.

1 The dean, vice president, or designee will provide a written explanation to the faculty and an
2 opportunity to discuss any alterations he or she makes to the recommended policy before
3 submission to the Provost or designee. The Provost or designee will have final authority to
4 establish policy for each department or unit. The department or unit head, dean, vice president,
5 Provost or designee may initiate changes to established policy regarding internal governance of a
6 department or unit by informing the appropriate faculty of the change being considered, thereby
7 initiating this process for policy development.

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9 Policies for internal governance must include provisions for appropriate documentation of
10 decisions and for the inclusion of Career NTTF who shall have, with a few exceptions that must
11 be justifiable (e.g. Tenure Review/Promotion Committees), full participation and voting rights in
12 formulating departmental or unit policies.

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14 **Section 4.** The purpose of this Article is for the parties to affirm their commitment to shared
15 governance; as such, violations of this Article are neither grievable or arbitrable. If the Union
16 perceives aA perceived violation of this Article, it may invoke its right to consult with the
17 President under Article 17 of this Agreement. is not subject to grievance or arbitration only, but
18 rather is a matter to be resolved among the Board of Trustees, the president and the faculty.
19 Violations of Section 3 are, however, grievable and arbitrable.
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