

Tentative Agreement (2/13/2025)

1 UNIVERSITY OF OREGON MEDIATION PROPOSAL (2/13/2025)

2 UNITED ACADEMICS MEDIATION PROPOSAL (2/7/2024)

3 UNIVERSITY OF OREGON MEDIATION PROPOSAL (2/7/2024)

4 UNIVERSITY OF OREGON COUNTERPROPOSAL (3/14/2024)

5 UNITED ACADEMICS PROPOSAL (2/15/2024)

6
7 Document Key

8 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

9
10 ARTICLE 38. CRIMINAL RECORDS CHECKS

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12 Section 1. The University may require a state or nationwide criminal records check for any
13 bargaining unit faculty member when required by federal or state law or regulation or when the
14 bargaining unit faculty member:

- 15
- 16 a. Has direct access to persons under 18 years of age or to student residence facilities
17 because the person's work duties require the person to be present in the residence
18 facility;
 - 19
 - 20 b. Is providing information technology services and has control over, or access to,
21 information technology systems that would allow the person to harm the information
22 technology systems or the information contained in the systems;
 - 23
 - 24 c. Has access to information, the disclosure of which is prohibited by state or federal laws,
25 rules or regulations or information that is defined as confidential under state or federal
26 laws, rules or regulations;
 - 27
 - 28 d. Has direct access to hazardous chemicals and materials and other substances
29 controlled by state or federal laws or regulations;
 - 30
 - 31 e. Has access to laboratories, nuclear facilities or utility ~~plans~~ plants to which access is
32 restricted in order to protect the health or safety of the public;
 - 33
 - 34 f. Has fiscal, financial aid, payroll or purchasing responsibilities as one of the
35 person's primary responsibilities; or
 - 36
 - 37 g. Has access to personal information about employees or members of the public including
38 Social Security numbers, dates of birth, driver license numbers, medical information,
39 personal financial information or criminal background information.
 - 40

41 Section 2. For the purpose of requesting a state or nationwide criminal records check, the
42 University may require the fingerprints of a bargaining unit faculty member. ~~Such biometric data
43 shall not be stored, shared, or sold under any circumstances. Application forms and solicitations
44 for contract services must give notice to any prospective employee, contractor, or volunteer if the
45 position requires a criminal records check as defined by this section.~~

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48 **Section 3.** A bargaining unit member will cooperate with the University in the conduct of a
49 criminal records check ~~conducted in accordance with this Article~~. Failure to cooperate may
50 result in disciplinary action pursuant to Article 24 of this Agreement.

51
52 **Section 4.** The University will pay for criminal records checks requested by the
53 University.

54
55 **Section 5. Confidentiality and Restricted Access to Records.** ~~Information received from~~
56 ~~criminal background checks will be considered sensitive and disclosure will be restricted.~~ Any
57 information obtained in the criminal records check is confidential. Only those persons, as
58 identified by the University, with a demonstrated and legitimate need to know the information,
59 may have access to information resulting from the criminal records check ~~records~~. Files
60 pertaining to background checks will be maintained by ~~in~~ Human Resources.

61
62 ~~Upon request by a bargaining unit faculty member who has been subjected to a criminal records~~
63 ~~check, the University shall provide the bargaining unit faculty member with a list of persons by~~
64 ~~name and title who have received results of the records check.~~

65
66 **Section 6.** A bargaining unit member may be subject to discipline based on the results of a
67 criminal records check pursuant to Article 24 of this Agreement.

68
69 **Section 7. Appeals.** ~~A bargaining unit faculty member may appeal the outcome of a criminal~~
70 ~~background check under the UO Policy.~~ The University shall maintain a policy that allows a
71 bargaining unit faculty member to appeal an adverse ~~fitness determination by requesting a~~
72 ~~hearing.~~

73
74 **Section 8.** ~~The University shall inform the bargaining unit faculty member who has been~~
75 ~~determined not to be fit on the basis of a criminal records check, via certified mail to the most~~
76 ~~current address provided by the subject individual, of such disqualification.~~

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Nathan Whalen (Feb 13, 2025 10:34 PST)

Feb 13, 2025

Nathan Whalen, United Academics



Feb 13, 2025

Chris Meade, University of Oregon










TA - Article 38 - Criminal Background Checks - 2025.02.13

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