ARTICLE 9. UNION RIGHTS

Section 1. The Union shall have the right to communicate with its members and the members of the bargaining unit at all times without interference by the University, provided such communication does not unduly interfere with the work duties of a bargaining unit faculty member. Communications between bargaining unit faculty members about union matters should not unduly interfere with university operations, students, other employees, or members of the public.

Section 2. When exercising their right to reasonable access to bargaining unit faculty members at their work location, the Union will follow normal protocols for scheduling time with faculty members in a particular location, to the extent they exist. Department or unit staff or building security may not unreasonably deny access to bargaining unit faculty members when the purpose of such access is within the Union’s legal right.

Section 3. Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University may remove or relocate such bulletin boards in its sole and absolute discretion. The Union shall have the right to use monitors in buildings in order to disseminate appropriate information where bargaining union faculty members work.
Section 5. The Union shall have the right to a list of information for all members of the bargaining unit delivered on or about the first day of the month at no cost to the Union and in a mutually agreeable format. The list shall include the following information:

- Employee name on record with Human Resources
- University ID number
- University email address
- Campus zip code
- Home address
- Employee Classification
- Employee rank code and rank description
- Employee job title
- Primary Unit
- First date of university employment
- Start date of current appointment
- Last day of current appointment
- Job type (Primary, Secondary, Overload)
- Contract Length (9 or 12 month)
- Job Status (Leave or Active)
- Salary
- FTE
- Percentage of each appointment, if available
- Campus office address, if available

Section 6. To the extent required by ORS 243.804(4), the Union shall have the right to information for new bargaining unit faculty members.

Section 7. The Union shall have the right to an annual report provided by September 1 for the preceding academic year of the following items concerning bargaining unit faculty members:

- All promotion and tenure decisions concerning bargaining unit faculty members made by the Provost or designee, including the amount of raise distributed, during the preceding academic year no later than the following September 1.
- Permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification beyond three years (Article 15), including denials;
- Recategorizations (Article 15), including denials;
- Reclassifications (Article 15), including denials;
- National-search exceptions (Article 15);
- Career faculty layoffs (Article 16);
- Retention raises (Article 26), including denials.

The Union shall be informed of denials of recategorizations, reclassifications, and retention raises upon determination.

Section 8. The Union shall have the right to make a presentation at the primary new faculty orientation and to distribute information at orientations that include new bargaining unit faculty
members. The presentation shall be for the purpose of introducing attendees to Union and its role in representing bargaining unit faculty members and will not be used for discussion of labor/management issues or disputes.

Section 9. The Union shall have the right to information and data necessary to administer the agreement and shall be required to pay the actual cost of producing the information when an individual request exceeds $1,000 or when multiple requests exceed $5,000 in any three-month period of time.

The Union shall also receive a credit from the University for information requests in the amount of $3,000 per calendar year that can be used to pay actual costs to the University as required in this section. The $3,000 credit shall not roll over between years.

The University shall complete information requests within 40 thirty business days, subject to delays caused by the meetings outlined below. The parties can mutually agree to pause these timelines and such agreement will not be unreasonably withheld by either party.

Information and data shall be made available in electronic form whenever possible. If there is confusion regarding the scope of any information request, the University will notify the Union within seven five business days of receiving the request. The parties agree to meet and discuss the scope of the request within seven five business days of the University notifying the Union of the confusion.

If there is confusion regarding the actual cost estimate provided by the University, the Union will notify the University within seven five business days of receiving the actual cost estimate. The parties agree to meet and discuss the actual cost estimate within seven five business days of the Union notifying the University of the confusion.