

DRAFT

SUMMARY

Requires public employer to grant reasonable paid time to public employee who is designated representative to engage in certain activities.

Requires public employer, upon request by exclusive representative, to authorize release time to designated representative of exclusive representative. Authorizes public employer and exclusive representative to negotiate and enter into agreements regarding release time. Entitles designated representative to be restored to same position after conclusion of release time.

Requires public employer to provide exclusive representative reasonable access to employees in appropriate bargaining unit. Requires employers to provide employee contact information to exclusive representative within certain time limits.

Permits public employer to deduct dues, fees and assessments from salary and wages of public employee who has authorized deduction. Requires employer to pay amounts deducted to labor organization.

Expands definition of "employment relations" to include labor organization access to represented employees.

Makes use of public employer's electronic mail for certain activities related to authorization of deduction for payment to labor organization, employer attempts to influence employee to resign from or decline membership in labor organization, employer's encouragement of employee to revoke authorization for deduction for payment to labor organization and providing certain personally identifiable information about public employees within bargaining unit to entity other than exclusive representative, unfair labor practices.

A BILL FOR AN ACT

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Relating to collective bargaining; creating new provisions; amending ORS 243.650, 243.656, 243.666, 243.670, 243.672, 243.676, 243.726, 243.742, 243.762, 243.772, 243.782 and 652.610; and repealing ORS 243.776 and 292.055.

Be It Enacted by the People of the State of Oregon:

1 **SECTION 1.** Sections 2 to 6 of this 2019 Act are added to and made
2 a part of ORS 243.650 to 243.782.

3 **SECTION 2.**As used in sections 3 to 6 of this 2019 Act:

4 (1) “Designated representative” means a public employee:

5 (a) Who is designated by the exclusive representative as a repre-
6 sentative for the employees in a bargaining unit; and

7 (b) For whom:

8 (A) Reasonable paid time is granted under section 3 of this 2019 Act;

9 or

10 (B) Release time is granted under section 4 of this 2019 Act.

11 (2) “Release time” means the period of time when a public employee
12 who is a designated representative takes a leave of absence from the
13 employee’s regular public employment to conduct labor organization
14 business.

15 (3) “Retirement credit” has the meaning given that term in ORS
16 238.005.

17 **SECTION 3.** (1) A public employer shall grant public employees who
18 are designated representatives reasonable time, to engage in the fol-
19 lowing activities during the public employee’s regularly scheduled
20 work hours, without loss of compensation, seniority, leave accrual or
21 any other benefits:

22 (a) Investigate and process grievances and other workplace-related
23 complaints on behalf of the exclusive representative;

24 (b) Attend investigatory meetings and due process hearings involv-
25 ing represented employees.

26 (c) Participate in or prepare for proceedings under 243.650 to 243.782,
27 or arising from a dispute involving a collective bargaining agreement,
28 including arbitration proceedings, administrative hearings and pro-
29 ceedings before the Employment Relations Board;

30 (d) Act as a representative of the exclusive representative for em-
31 ployees within the bargaining unit for purposes of collective bargain-

1 **ing;**

2 (e) Attend labor-management meetings held by a committee com-
3 posed of employers, employees and representatives of the labor or-
4 ganization to discuss employment relations matters;

5 (f) Provide information regarding a collective bargaining agreement
6 to newly hired employees at employee orientations or at any other
7 meetings that may be arranged for new employees;

8 (g) Testify in a legal proceeding in which the public employee has
9 been subpoenaed as a witness; and

10 (h) Perform any other duties agreed upon by a public employer and
11 an exclusive representative in a collective bargaining agreement or
12 any other agreement.

13 (2) A public employer may not reduce a public employee's work
14 hours in order to comply with subsection (1) of this section except to
15 prevent an employee from working unauthorized overtime hours.

16 **SECTION 4.** (1) Except as otherwise provided under this section, a
17 public employer and the exclusive representative may negotiate and
18 enter into written agreements whereby:

19 (a) A public employer shall provide a reasonable term of release
20 time for public employees to serve as designated representatives of the
21 exclusive representative or an affiliated labor organization.

22 (b) A public employer and the exclusive representative may agree
23 to:

24 (A) The manner in which an exclusive representative shall request
25 authorization for release time;

26 (B) The length of release time; and

27 (C) The terms of reimbursement for the period of release time that
28 granted to the public employee to serve as the designated represen-
29 tative.

30 (2) An agreement entered into under subsection (1) of this section
31 does not constitute a violation of ORS 243.670 or 243.672 (1)(b).

1 **(3) Upon request of the exclusive representative, a collective bar-**
2 **gaining agreement or other similar written agreement entered into**
3 **between the public employer and the exclusive representative before**
4 **the effective date of this 2019 Act shall be reopened for negotiation**
5 **regarding the authorization of release time under this section.**

6 **(4) At the conclusion or termination of a period of release time**
7 **granted to a designated representative under this section, the desig-**
8 **nated representative shall have a right of reinstatement to the same**
9 **position and work location held prior to the commencement of the**
10 **release time or, if not feasible, a substantially similar position without**
11 **loss of seniority, rank or classification.**

12 **(5) Unless otherwise provided in a collective bargaining agreement**
13 **or any other agreement between a public employer and an exclusive**
14 **representative, the exclusive representative shall reimburse the public**
15 **employer for any compensation that is paid to the designated repre-**
16 **sentative during a period of release time. Compensation paid under**
17 **this subsection includes any employer contributions made under ORS**
18 **chapter 238A.**

19 **(6) A designated representative taking release time under this sec-**
20 **tion shall receive full retirement credit for the entire duration of the**
21 **release time, so long as the designated representative continues to**
22 **meet any retirement contribution obligations pursuant to ORS chapter**
23 **238 or pursuant to the collective bargaining agreement or any other**
24 **agreement entered into between the public employer and the exclusive**
25 **representative.**

26 **(7) Any release time authorized under this section shall be in addi-**
27 **tion to any vacation leave, sick leave or any other form of paid or**
28 **unpaid leave that is available to a public employee under state law or**
29 **under a collective bargaining agreement or any other agreement en-**
30 **tered into between the public employer and the exclusive represen-**
31 **tative.**

1 (8) An exclusive representative or a designated representative may
2 terminate a period of release time authorized under this section at any
3 time for any reason.

4 (9)(a) A public employer is not liable for an act or omission of, or
5 an injury suffered by, an employee of the public employer if the act,
6 omission or injury occurs during the course and scope of the employee
7 serving as a designated representative for the exclusive representative
8 during a period of release time.

9 (b) If the public employer is held liable, the exclusive representative
10 shall indemnify the employer and hold the employer harmless from
11 all liability arising from the act, omission or injury that occurred
12 during the period of release time.

13 (10) Agreements entered into under this section shall not be deemed
14 an unfair labor practice under ORS 243.672 (1)(b).

15 SECTION 5. (1)(a) A public employer shall provide an exclusive
16 representative of an appropriate bargaining unit reasonable access to
17 employees within the bargaining unit.

18 (b) For purposes of newly hired employees in the bargaining unit,
19 reasonable access includes, but is not limited to:

20 (A) The right to meet with new employees, without loss of employee
21 compensation or leave benefits; and

22 (B) The right to meet with the new employees within 30 calendar
23 days from the date of hire for a period of at least 30 minutes but not
24 more than 120 minutes, during new employee orientation or, if the
25 public employer does not conduct new employee orientations, at indi-
26 vidual or group meetings.

27 (c) For purposes of employees in the bargaining unit who are not
28 new employees, reasonable access includes, but is not limited to:

29 (A) The right to meet with employees during the employees' regular
30 work hours at the employees' regular work location to investigate and
31 discuss grievances, workplace-related complaints and other matters

1 relating to employment relations; and

2 (B) The right to conduct meetings at the employees' regular work
3 location before or after the employees' regular work hours, during
4 meal periods and during any other break periods.

5 (2) A public employer shall permit an exclusive representative to
6 use the public employer's facilities or property, whether owned or
7 leased by the employer, for purposes of conducting meetings with the
8 represented employees in the bargaining unit.

9 (3)(a) An exclusive representative may hold the meetings described
10 under subsection (1) of this section at a time and place set by the ex-
11 clusive representative, provided that the meetings do not interfere
12 with the employer's operations.

13 (b) The exclusive representative shall have the right to conduct the
14 meetings without undue interference and may place reasonable re-
15 strictions on the conduct of the individuals who attend the meetings.

16 (4)(a) If a public employer has the information in the employer's
17 records, the public employer shall provide to the exclusive represen-
18 tative, in an editable digital file format agreed to by the exclusive
19 representative, the following information for each employee in an ap-
20 propriate bargaining unit:

21 (A) The employee's name, date of hire and job title;

22 (B) Contact information including:

23 (i) Cellular, home and work telephone numbers; and

24 (ii) Any means of electronic communication, including work and
25 personal electronic mail addresses; and

26 (iii) Home address or personal mailing address; and

27 (C) Employment information, including the employee's job title,
28 salary and work site location.

29 (b) The public employer shall provide the information described in
30 paragraph (a) of this subsection to the exclusive representative:

31 (A) Within 10 calendar days from the date of hire for newly hired

1 employees in an appropriate bargaining unit; and

2 (B) Every 120 calendar days for employees in the bargaining unit
3 who are not newly hired employees.

4 (5) An exclusive representatives shall have the right to use the
5 electronic mail systems or other similar communication systems of a
6 public employer to communicate with the employees in the bargaining
7 unit regarding:

8 (a) Collective bargaining, including the administration of collective
9 bargaining agreements;

10 (b) The investigation of grievances or other disputes relating to
11 employment relations; and

12 (c) Matters involving the governance or business of the labor or-
13 ganization.

14 (6) Nothing in this section:

15 (a) Prevents a public employer from providing an exclusive repre-
16 sentative access to employees within the bargaining unit beyond the
17 reasonable access required under this section.

18 (b) Limits any existing right of a labor organization to communi-
19 cate with public employees.

20 **SECTION 6.** (1)(a) A public employee may enter into an agreement
21 with a labor organization that is the exclusive representative to pro-
22 vide authorization for a public employer to make a deduction from the
23 salary or wages of the public employee to pay dues, fees and any other
24 assessments or authorized deductions to the labor organization.

25 (b) A public employee may provide authorization for the deduction
26 described in subsection (1) section by telephonic communication or in
27 writing, including by an electronic record or electronic signature, as
28 those terms are defined in ORS 84.004.

29 (2)(a) In addition to making the deductions and payments to a labor
30 organization described in subsection (1) of this section, a public em-
31 ployer shall make deductions for and payments to a noncertified, yet

1 bona fide, labor organization, if so requested and authorized by a
2 public employee.

3 (b) The deductions and payments made in accordance with this
4 subsection shall not be deemed an unfair labor practice under ORS
5 243.672.

6 (3) Notwithstanding subsection (1) of this section, a collective bar-
7 gaining agreement between a labor organization and a public employer
8 may authorize a public employer to make a deduction from the salary
9 or wages of a public employee who is a member of the labor organ-
10 ization to pay dues, fees or other assessments to the labor organization
11 or its affiliated organizations or entities.

12 (4) A public employee's authorization for a public employer to make
13 a deduction under this section shall remain in effect until the public
14 employee revokes the authorization in the manner provided by the
15 terms of the agreement. If the terms of the agreement do not specify
16 the manner in which a public employee may revoke the authorized
17 deduction, a public employee may revoke authorization for the de-
18 duction by delivering a signed, written statement of revocation to the
19 headquarters of the labor organization.

20 (5) A labor organization shall provide to each respective public em-
21 ployer a list identifying the public employees who have provided au-
22 thorization for a public employer to make deductions from the public
23 employee's salary or wages to pay dues, fees and any other assess-
24 ments or authorized deductions to the labor organization. A public
25 employer shall rely on the list to make the authorized deductions and
26 to remit payment to the labor organization.

27 (6)(a) Notwithstanding subsection (8) of this section, a public em-
28 ployer that makes deductions and payments in reliance on the list
29 described in subsection (5) of this section, is not liable to a public
30 employee for actual damages resulting from an unauthorized de-
31 duction.

1 (b) A labor organization that receives payment from a public em-
2 ployer shall defend and indemnify the public employer for the amount
3 of any unauthorized deduction resulting from the public employer's
4 reliance on the list.

5 (7) If a labor organization provides a public employer with the list
6 described in subsection (5) of this section and the employer fails to
7 make the authorized deduction and remit payment to the labor or-
8 ganization, the public employer is liable to the labor organization for
9 the full amount that the employer failed to deduct and remit to the
10 labor organization.

11 (8)(a) If a dispute arises between the employee and the labor or-
12 ganization regarding the existence, validity or revocation of an au-
13 thorization for the deductions and payment described under subsection
14 (1) of this section, the dispute shall be resolved through an unfair la-
15 bor practice proceeding under ORS 243.672.

16 (b) A public employer that makes unauthorized deductions or a la-
17 bor organization that receives payment in violation of the require-
18 ments of this section is liable to the public employee for actual
19 damages in an amount not to exceed the amount of the unauthorized
20 deductions.

21 **SECTION 7.** ORS 243.650 is amended to read:

22 243.650. As used in ORS 243.650 to 243.782, unless the context requires
23 otherwise:

24 (1) "Appropriate bargaining unit" means the unit designated by the Em-
25 ployment Relations Board or voluntarily recognized by the public employer
26 to be appropriate for collective bargaining. However, an appropriate bar-
27 gaining unit may not include both academically licensed and unlicensed or
28 nonacademically licensed school employees. Academically licensed units may
29 include but are not limited to teachers, nurses, counselors, therapists, psy-
30 chologists, child development specialists and similar positions. This limita-
31 tion does not apply to any bargaining unit certified or recognized prior to

1 June 6, 1995, or to any school district with fewer than 50 employees.

2 (2) "Board" means the Employment Relations Board.

3 (3) "Certification" means official recognition by the board that a labor
4 organization is the exclusive representative for all of the employees in the
5 appropriate bargaining unit.

6 (4) "Collective bargaining" means the performance of the mutual obli-
7 gation of a public employer and the representative of its employees to meet
8 at reasonable times and confer in good faith with respect to employment re-
9 lations for the purpose of negotiations concerning mandatory subjects of
10 bargaining, to meet and confer in good faith in accordance with law with
11 respect to any dispute concerning the interpretation or application of a col-
12 lective bargaining agreement, and to execute written contracts incorporating
13 agreements that have been reached on behalf of the public employer and the
14 employees in the bargaining unit covered by such negotiations. The obli-
15 gation to meet and negotiate does not compel either party to agree to a
16 proposal or require the making of a concession. This subsection may not be
17 construed to prohibit a public employer and a certified or recognized repre-
18 sentative of its employees from discussing or executing written agreements
19 regarding matters other than mandatory subjects of bargaining that are not
20 prohibited by law as long as there is mutual agreement of the parties to
21 discuss these matters, which are permissive subjects of bargaining.

22 (5) "Compulsory arbitration" means the procedure whereby parties in-
23 volved in a labor dispute are required by law to submit their differences to
24 a third party for a final and binding decision.

25 (6) "Confidential employee" means one who assists and acts in a confi-
26 dential capacity to a person who formulates, determines and effectuates
27 management policies in the area of collective bargaining.

28 (7)(a) "Employment relations" includes, but is not limited to, matters
29 concerning direct or indirect monetary benefits, hours, vacations, sick leave,
30 **labor organization access to and communication with represented**
31 **employees**, grievance procedures and other conditions of employment.

1 (b) "Employment relations" does not include subjects determined to be
2 permissive, nonmandatory subjects of bargaining by the Employment Re-
3 lations Board prior to June 6, 1995.

4 (c) After June 6, 1995, "employment relations" does not include subjects
5 that the Employment Relations Board determines to have a greater impact
6 on management's prerogative than on employee wages, hours, or other terms
7 and conditions of employment.

8 (d) "Employment relations" does not include subjects that have an in-
9 substantial or de minimis effect on public employee wages, hours, and other
10 terms and conditions of employment.

11 (e) For school district bargaining, "employment relations" excludes class
12 size, the school or educational calendar, standards of performance or criteria
13 for evaluation of teachers, the school curriculum, reasonable dress, grooming
14 and at-work personal conduct requirements respecting smoking, gum chewing
15 and similar matters of personal conduct, the standards and procedures for
16 student discipline, the time between student classes, the selection, agendas
17 and decisions of 21st Century Schools Councils established under ORS
18 329.704, requirements for expressing milk under ORS 653.077, and any other
19 subject proposed that is permissive under paragraphs (b), (c) and (d) of this
20 subsection.

21 (f) For employee bargaining involving employees covered by ORS 243.736
22 and employees of the Department of Corrections who have direct contact
23 with inmates, "employment relations" includes safety issues that have an
24 impact on the on-the-job safety of the employees or staffing levels that have
25 a significant impact on the on-the-job safety of the employees.

26 (g) For all other employee bargaining except school district bargaining
27 and except as provided in paragraph (f) of this subsection, "employment re-
28 lations" excludes staffing levels and safety issues (except those staffing levels
29 and safety issues that have a direct and substantial effect on the on-the-job
30 safety of public employees), scheduling of services provided to the public,
31 determination of the minimum qualifications necessary for any position, cri-

1 teria for evaluation or performance appraisal, assignment of duties, workload
2 when the effect on duties is insubstantial, reasonable dress, grooming, and
3 at-work personal conduct requirements respecting smoking, gum chewing,
4 and similar matters of personal conduct at work, and any other subject pro-
5 posed that is permissive under paragraphs (b), (c) and (d) of this subsection.

6 (8) “Exclusive representative” means the labor organization that, as a
7 result of certification by the board or recognition by the employer, has the
8 right to be the collective bargaining agent of all employees in an appropriate
9 bargaining unit.

10 (9) “Fact-finding” means identification of the major issues in a particular
11 labor dispute by one or more impartial individuals who review the positions
12 of the parties, resolve factual differences and make recommendations for
13 settlement of the dispute.

14 (10) “Fair-share agreement” means an agreement between the public em-
15 ployer and the recognized or certified bargaining representative of public
16 employees whereby employees who are not members of the employee organ-
17 ization are required to make an in-lieu-of-dues payment to an employee or-
18 ganization except as provided in ORS 243.666. Upon the filing with the board
19 of a petition by 30 percent or more of the employees in an appropriate bar-
20 gaining unit covered by such union security agreement declaring they desire
21 that the agreement be rescinded, the board shall take a secret ballot of the
22 employees in the unit and certify the results thereof to the recognized or
23 certified bargaining representative and to the public employer. Unless a
24 majority of the votes cast in an election favor the union security agreement,
25 the board shall certify deauthorization of the agreement. A petition for de-
26 authorization of a union security agreement must be filed not more than 90
27 calendar days after the collective bargaining agreement is executed. Only
28 one such election may be conducted in any appropriate bargaining unit dur-
29 ing the term of a collective bargaining agreement between a public employer
30 and the recognized or certified bargaining representative.

31 (11) “Final offer” means the proposed contract language and cost sum-

1 mary submitted to the mediator within seven days of the declaration of im-
2 passe.

3 (12) “Labor dispute” means any controversy concerning employment re-
4 lations or concerning the association or representation of persons in negoti-
5 ating, fixing, maintaining, changing, or seeking to arrange terms or
6 conditions of employment relations, regardless of whether the disputants
7 stand in the proximate relation of employer and employee.

8 (13) “Labor organization” means any organization that has as one of its
9 purposes representing employees in their employment relations with public
10 employers.

11 (14) “Last best offer package” means the offer exchanged by parties not
12 less than 14 days prior to the date scheduled for an interest arbitration
13 hearing.

14 (15) “Legislative body” means the Legislative Assembly, the city council,
15 the county commission and any other board or commission empowered to
16 levy taxes.

17 (16) “Managerial employee” means an employee of the State of Oregon
18 or a public university listed in ORS 352.002 who possesses authority to for-
19 mulate and carry out management decisions or who represents management’s
20 interest by taking or effectively recommending discretionary actions that
21 control or implement employer policy, and who has discretion in the per-
22 formance of these management responsibilities beyond the routine discharge
23 of duties. A “managerial employee” need not act in a supervisory capacity
24 in relation to other employees. Notwithstanding this subsection, “manage-
25 rial employee” does not include faculty members at a community college,
26 college or university.

27 (17) “Mediation” means assistance by an impartial third party in recon-
28 ciling a labor dispute between the public employer and the exclusive repre-
29 sentative regarding employment relations.

30 (18) “Payment-in-lieu-of-dues” means an assessment to defray the cost for
31 services by the exclusive representative in negotiations and contract admin-

1 istration of all persons in an appropriate bargaining unit who are not mem-
2 bers of the organization serving as exclusive representative of the employees.
3 The payment must be equivalent to regular union dues and assessments, if
4 any, or must be an amount agreed upon by the public employer and the ex-
5 clusive representative of the employees.

6 (19) "Public employee" means an employee of a public employer but does
7 not include elected officials, persons appointed to serve on boards or com-
8 missions, incarcerated persons working under section 41, Article I of the
9 Oregon Constitution, or persons who are confidential employees, supervisory
10 employees or managerial employees.

11 (20) "Public employer" means the State of Oregon, and the following pol-
12 itical subdivisions: Cities, counties, community colleges, school districts,
13 special districts, mass transit districts, metropolitan service districts, public
14 service corporations or municipal corporations and public and quasi-public
15 corporations.

16 (21) "Public employer representative" includes any individual or individ-
17 uals specifically designated by the public employer to act in its interests in
18 all matters dealing with employee representation, collective bargaining and
19 related issues.

20 (22) "Strike" means a public employee's refusal in concerted action with
21 others to report for duty, or his or her willful absence from his or her posi-
22 tion, or his or her stoppage of work, or his or her absence in whole or in
23 part from the full, faithful or proper performance of his or her duties of
24 employment, for the purpose of inducing, influencing or coercing a change
25 in the conditions, compensation, rights, privileges or obligations of public
26 employment; however, nothing shall limit or impair the right of any public
27 employee to lawfully express or communicate a complaint or opinion on any
28 matter related to the conditions of employment.

29 (23)(a) "Supervisory employee" means any individual having authority in
30 the interest of the employer to hire, transfer, suspend, lay off, recall, pro-
31 mote, discharge, assign, reward or discipline other employees, or responsibly

1 to direct them, or to adjust their grievances, or effectively to recommend
2 such action, if in connection therewith, the exercise of the authority is not
3 of a merely routine or clerical nature but requires the use of independent
4 judgment. Failure to assert supervisory status in any Employment Relations
5 Board proceeding or in negotiations for any collective bargaining agreement
6 does not thereafter prevent assertion of supervisory status in any subsequent
7 board proceeding or contract negotiation.

8 (b) "Supervisory employee" includes a faculty member of a public univer-
9 sity listed in ORS 352.002 or the Oregon Health and Science University who:

10 (A) Is employed as a president, vice president, provost, vice provost, dean,
11 associate dean, assistant dean, head or equivalent position; or

12 (B) Is employed in an administrative position without a reasonable ex-
13 pectation of teaching, research or other scholarly accomplishments.

14 (c) "Supervisory employee" does not include:

15 (A) A nurse, charge nurse or nurse holding a similar position if that po-
16 sition has not traditionally been classified as supervisory;

17 (B) A firefighter prohibited from striking by ORS 243.736 who assigns,
18 transfers or directs the work of other employees but does not have the au-
19 thority to hire, discharge or impose economic discipline on those employees;

20 or

21 (C) A faculty member of a public university listed in ORS 352.002 or the
22 Oregon Health and Science University who is not a faculty member described
23 in paragraph (b) of this subsection.

24 (24) "Unfair labor practice" means the commission of an act designated
25 an unfair labor practice in ORS 243.672.

26 (25) "Voluntary arbitration" means the procedure whereby parties in-
27 volved in a labor dispute mutually agree to submit their differences to a
28 third party for a final and binding decision.

29 **SECTION 8.** ORS 243.656 is amended to read:

30 243.656. The Legislative Assembly finds and declares that:

31 (1) The people of this state have a fundamental interest in the develop-

1 ment of harmonious and cooperative relationships between government and
2 its employees;

3 (2) Recognition by public employers of the right of public employees to
4 organize and full acceptance of the principle and procedure of collective ne-
5 gotiation between public employers and public employee organizations can
6 alleviate various forms of strife and unrest. Experience in the private and
7 public sectors of our economy has proved that unresolved disputes in the
8 public service are injurious to the public, the governmental agencies, and
9 public employees;

10 (3) Experience in private and public employment has also proved that
11 protection by law of the right of employees to organize and negotiate col-
12 lectively safeguards employees and the public from injury, impairment and
13 interruptions of necessary services, and removes certain recognized sources
14 of strife and unrest, by encouraging practices fundamental to the peaceful
15 adjustment of disputes arising out of differences as to wages, hours, terms
16 and other working conditions, and by establishing greater equality of bar-
17 gaining power between public employers and public employees;

18 (4) The state has a basic obligation to protect the public by attempting
19 to assure the orderly and uninterrupted operations and functions of govern-
20 ment; *[and]*

21 **(5) It is in the public interest to ensure that exclusive represen-**
22 **tatives of public employees are able to effectively carry out their**
23 **statutory duties by having direct access to represented employees, in-**
24 **cluding communicating with the employees at the workplace or oth-**
25 **erwise;**

26 [(5)] (6) It is the purpose of ORS 243.650 to 243.782 to obligate public
27 employers, public employees and their representatives to enter into collective
28 negotiations with willingness to resolve grievances and disputes relating to
29 employment relations and to enter into written and signed contracts evi-
30 dencing agreements resulting from such negotiations. It is also the purpose
31 of ORS 243.650 to 243.782 to promote the improvement of employer-employee

1 relations within the various public employers by providing a uniform basis
2 for recognizing the right of public employees to join organizations of their
3 own choice, and to be represented by such organizations in their employment
4 relations with public employers[.]; **and**

5 **(7) Ensuring meaningful communication between labor organiza-**
6 **tions and employees increases the effectiveness of public employees'**
7 **work performance.**

8 **SECTION 9.** ORS 243.666 is amended to read:

9 243.666. (1) A labor organization certified by the Employment Relations
10 Board or recognized by the public employer is the exclusive representative
11 of the employees of a public employer for the purposes of collective bar-
12 gaining with respect to employment relations. [*Nevertheless any agreements*
13 *entered into involving union security including an all-union agreement or*
14 *agency shop agreement must safeguard the rights of nonassociation of employ-*
15 *ees, based on bona fide religious tenets or teachings of a church or religious*
16 *body of which such employee is a member. Such employee shall pay an amount*
17 *of money equivalent to regular union dues and initiation fees and assessments,*
18 *if any, to a nonreligious charity or to another charitable organization mutually*
19 *agreed upon by the employee affected and the representative of the labor or-*
20 *ganization to which such employee would otherwise be required to pay dues.*
21 *The employee shall furnish written proof to the employer of the employee that*
22 *this has been done.*]

23 (2) Notwithstanding the provisions of subsection (1) of this section, an
24 individual employee or group of employees at any time may present griev-
25 ances to their employer and have such grievances adjusted, without the
26 intervention of the labor organization, if:

27 (a) The adjustment is not inconsistent with the terms of a collective
28 bargaining contract or agreement then in effect; and

29 (b) The labor organization has been given opportunity to be present at the
30 adjustment.

31 (3) Nothing in this section prevents a public employer from recognizing

1 a labor organization which represents at least a majority of employees as the
2 exclusive representative of the employees of a public employer when the
3 board has not designated the appropriate bargaining unit or when the board
4 has not certified an exclusive representative in accordance with ORS 243.686.

5 **SECTION 10.** ORS 243.670 is amended to read:

6 243.670. (1) As used in this section:

7 (a) "Assist, promote or deter union organizing" means any attempt by a
8 public employer to influence the decision of any or all of its employees or
9 the employees of its subcontractors regarding:

10 (A) Whether to support or oppose a labor organization that represents or
11 seeks to represent those employees; or

12 (B) Whether to become a member of any labor organization.

13 (b) "Public funds" means moneys drawn from the State Treasury or any
14 special or trust fund of the state government, including any moneys appro-
15 priated by the state government and transferred to any public body, as de-
16 fined in ORS 174.109, and any other moneys under the control of a public
17 official by virtue of office.

18 (c) "Public property" means any real property or facility owned or leased
19 by a public employer.

20 (2) A public employer may not:

21 (a) Use public funds to support actions to assist, promote or deter union
22 organizing; or

23 (b) Discharge, demote, harass or otherwise take adverse action against
24 any individual because the individual seeks to enforce this section or testi-
25 fies, assists or participates in any manner in an investigation, hearing or
26 other proceeding to enforce this section.

27 (3) If an employee requests the opinion of the employee's employer or
28 supervisor about union organizing, nothing in this section prohibits the em-
29 ployer or supervisor from responding to the request of the employee.

30 (4) This section does not apply to an activity performed, or to an expense
31 incurred, in connection with:

1 (a) Addressing a grievance or negotiating or administering a collective
2 bargaining agreement.

3 (b) Allowing a labor organization or its representatives access to the
4 public employer's facilities or property.

5 (c) Performing an activity required by federal or state law or by a col-
6 lective bargaining agreement.

7 (d) Negotiating, entering into or carrying out an agreement with a labor
8 organization.

9 (e) Paying wages to a represented employee while the employee is per-
10 forming duties if the payment is permitted under a collective bargaining
11 agreement.

12 (5)(a) This section shall be enforced by the Employment Relations Board,
13 which shall adopt rules necessary to implement and administer compliance.
14 A resident of this state may intervene as a plaintiff in any action brought
15 under this section.

16 (b) Nothing in this section prohibits a public employer from spending
17 public funds for the purpose of:

18 (A) Representing the public employer in a proceeding before the board
19 or in a judicial review of that proceeding[.];

20 (B) **Granting paid release time under section 4 of this 2019 Act; or**

21 (C) **Providing paid excused time to public employees who engaged**
22 **in the activities described under section 3 of this 2019 Act.**

23 **SECTION 11.** ORS 243.672 is amended to read:

24 243.672. (1) It is an unfair labor practice for a public employer or its
25 designated representative to do any of the following:

26 (a) Interfere with, restrain or coerce employees in or because of the ex-
27 ercise of rights guaranteed in ORS 243.662.

28 (b) Dominate, interfere with or assist in the formation, existence or ad-
29 ministration of any employee organization.

30 (c) Discriminate in regard to hiring, tenure or any terms or condition of
31 employment for the purpose of encouraging or discouraging membership in

1 an employee organization. Nothing in this section is intended to prohibit the
2 entering into of a fair-share agreement between a public employer and the
3 exclusive bargaining representative of its employees. If a “fair-share” agree-
4 ment has been agreed to by the public employer and exclusive representative,
5 nothing prohibits the deduction of the payment-in-lieu-of-dues from the sala-
6 ries or wages of the employees.

7 (d) Discharge or otherwise discriminate against an employee because the
8 employee has signed or filed an affidavit, petition or complaint or has given
9 information or testimony under ORS 243.650 to 243.782.

10 (e) Refuse to bargain collectively in good faith with the exclusive repre-
11 sentative.

12 (f) Refuse or fail to comply with any provision of ORS 243.650 to 243.782.

13 (g) Violate the provisions of any written contract with respect to em-
14 ployment relations including an agreement to arbitrate or to accept the
15 terms of an arbitration award, where previously the parties have agreed to
16 accept arbitration awards as final and binding upon them.

17 (h) Refuse to reduce an agreement, reached as a result of collective bar-
18 gaining, to writing and sign the resulting contract.

19 (i) Violate ORS 243.670 (2).

20 **(j) Attempt to influence an employee to resign from or decline to**
21 **obtain membership in a labor organization.**

22 **(k) Encourage an employee to revoke an authorization for the de-**
23 **ductions described under section 5 of this 2019 Act.**

24 **(L) Permit use of the employer’s electronic mail system by any en-**
25 **tity to discourage membership in a labor organization or to discourage**
26 **an employee from providing authorization for the deductions described**
27 **under section 6 of this 2019 Act.**

28 **(m) Provide to any private entity, other than the exclusive repre-**
29 **sentative, any personally identifiable information about the public**
30 **employees within a bargaining unit that is otherwise exempt from**
31 **disclosure under ORS 192.355, including but not limited to the follow-**

1 **ing:**

2 **(A) Home addresses or other personal mailing addresses;**

3 **(B) Telephone numbers;**

4 **(C) Electronic mail addresses;**

5 **(D) Dates of birth;**

6 **(E) Categories of employees within a bargaining unit, including an**
7 **employee's membership status with the labor organization; or**

8 **(F) Electronic mail correspondence or other communication be-**
9 **tween an exclusive representative and the employees within the bar-**
10 **gaining unit.**

11 (2) Subject to the limitations set forth in this subsection, it is an unfair
12 labor practice for a public employee or for a labor organization or its des-
13 ignated representative to do any of the following:

14 (a) Interfere with, restrain or coerce any employee in or because of the
15 exercise of any right guaranteed under ORS 243.650 to 243.782.

16 (b) Refuse to bargain collectively in good faith with the public employer
17 if the labor organization is an exclusive representative.

18 (c) Refuse or fail to comply with any provision of ORS 243.650 to 243.782.

19 (d) Violate the provisions of any written contract with respect to em-
20 ployment relations, including an agreement to arbitrate or to accept the
21 terms of an arbitration award, where previously the parties have agreed to
22 accept arbitration awards as final and binding upon them.

23 (e) Refuse to reduce an agreement, reached as a result of collective bar-
24 gaining, to writing and sign the resulting contract.

25 (f) For any labor organization to engage in unconventional strike activity
26 not protected for private sector employees under the National Labor Re-
27 lations Act on June 6, 1995. This provision applies to sitdown, slowdown,
28 rolling, intermittent or on-and-off again strikes.

29 (g) For a labor organization or its agents to picket or cause, induce, or
30 encourage to be picketed, or threaten to engage in such activity, at the res-
31 idence or business premises of any individual who is a member of the gov-

1 erning body of a public employer, with respect to a dispute over a collective
2 bargaining agreement or negotiations over employment relations, if an ob-
3 jective or effect of such picketing is to induce another person to cease doing
4 business with the governing body member's business or to cease handling,
5 transporting or dealing in goods or services produced at the governing body's
6 business. For purposes of this paragraph, a member of the Legislative As-
7 sembly is a member of the governing body of a public employer when the
8 collective bargaining negotiation or dispute is between the State of Oregon
9 and a labor organization. The Governor and other statewide elected officials
10 are not considered members of a governing body for purposes of this para-
11 graph. Nothing in this paragraph may be interpreted or applied in a manner
12 that violates the right of free speech and assembly as protected by the Con-
13 stitution of the United States or the Constitution of the State of Oregon.

14 (3) An injured party may file a written complaint with the Employment
15 Relations Board not later than 180 days following the occurrence of an un-
16 fair labor practice. For each unfair labor practice complaint filed, a fee of
17 \$300 is imposed. For each answer to an unfair labor practice complaint filed
18 with the board, a fee of \$300 is imposed. The board may allow any other
19 person to intervene in the proceeding and to present testimony. A person
20 allowed to intervene shall pay a fee of \$300 to the board. The board may, in
21 its discretion, order fee reimbursement to the prevailing party in any case
22 in which the complaint or answer is found to have been frivolous or filed in
23 bad faith. The board shall deposit fees received under this section to the
24 credit of the Employment Relations Board Administrative Account.

25 **SECTION 12.** ORS 243.676 is amended to read:

26 243.676. (1) Whenever a written complaint is filed alleging that any person
27 has engaged in or is engaging in any unfair labor practice listed in ORS
28 243.672 (1) and (2) and 243.752, the Employment Relations Board or its agent
29 shall:

- 30 (a) Cause to be served upon such person a copy of the complaint;
31 (b) Investigate the complaint to determine if a hearing on the unfair labor

1 practice charge is warranted. If the investigation reveals that no issue of fact
2 or law exists, the board may dismiss the complaint; and

3 (c) Set the matter for hearing if the board finds in its investigation made
4 pursuant to paragraph (b) of this subsection that an issue of fact or law ex-
5 ists. The hearing shall be before the board or an agent of the board not more
6 than 20 days after a copy of the complaint has been served on the person.

7 (2) Where, as a result of the hearing required pursuant to subsection (1)(c)
8 of this section, the board finds that any person named in the complaint has
9 engaged in or is engaging in any unfair labor practice charged in the com-
10 plaint, the board shall:

11 (a) State its findings of fact;

12 (b) Issue and cause to be served on such person an order that the person
13 cease and desist from the unfair labor practice;

14 (c) Take such affirmative action, including but not limited to the rein-
15 statement of employees with or without back pay, as necessary to effectuate
16 the purposes of ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.782[,
17 292.055] and 341.290;

18 (d) Designate the amount and award representation costs, if any, to the
19 prevailing party; and

20 (e) Designate the amount and award attorney fees, if any, to the prevail-
21 ing party on appeal, including proceedings for Supreme Court review, of a
22 board order.

23 (3) Where the board finds that the person named in the complaint has not
24 engaged in or is not engaging in an unfair labor practice, the board shall:

25 (a) Issue an order dismissing the complaint; and

26 (b) Designate the amount and award representation costs, if any, to the
27 prevailing party.

28 (4)(a) The board may award a civil penalty to any person as a result of
29 an unfair labor practice complaint hearing, in the aggregate amount of up
30 to \$1,000 per case, without regard to attorney fees, if:

31 (A) The complaint has been affirmed pursuant to subsection (2) of this

1 section and the board finds that the person who has committed, or who is
2 engaging, in an unfair labor practice has done so repetitively, knowing that
3 the action taken was an unfair labor practice and took the action disre-
4 garding this knowledge, or that the action constituting the unfair labor
5 practice was egregious; or

6 (B) The complaint has been dismissed pursuant to subsection (3) of this
7 section, and that the complaint was frivolously filed, or filed with the intent
8 to harass the other person, or both.

9 (b) Notwithstanding paragraph (a) of this subsection, if the board finds
10 that a public employer named in the complaint violated ORS 243.670 (2), the
11 board shall impose a civil penalty equal to triple the amount of funds the
12 public employer expended to assist, promote or deter union organizing.

13 (5) As used in subsections (1) to (4) of this section, "person" includes but
14 is not limited to individuals, labor organizations, associations and public
15 employers.

16 **SECTION 13.** ORS 243.726 is amended to read:

17 243.726. (1) Participation in a strike shall be unlawful for any public em-
18 ployee who is not included in an appropriate bargaining unit for which an
19 exclusive representative has been certified by the Employment Relations
20 Board or recognized by the employer; or is included in an appropriate bar-
21 gaining unit that provides for resolution of a labor dispute by petition to
22 final and binding arbitration; or when the strike is not made lawful under
23 ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.782[, 292.055] and 341.290.

24 (2) It shall be lawful for a public employee who is not prohibited from
25 striking under subsection (1) of this section and who is in the appropriate
26 bargaining unit involved in a labor dispute to participate in a strike over
27 mandatory subjects of bargaining provided:

28 (a) The requirements of ORS 243.712 and 243.722 relating to the resolution
29 of labor disputes have been complied with in good faith;

30 (b) Thirty days have elapsed since the board has made public the fact
31 finder's findings of fact and recommendations or the mediator has made

1 public the parties' final offers;

2 (c) The exclusive representative has given 10 days' notice by certified mail
3 of its intent to strike and stating the reasons for its intent to strike to the
4 board and the public employer;

5 (d) The collective bargaining agreement has expired, or the labor dispute
6 arises pursuant to a reopener provision in a collective bargaining agreement
7 or renegotiation under ORS 243.702 (1) or renegotiation under ORS 243.698;
8 and

9 (e) The union's strike does not include unconventional strike activity not
10 protected under the National Labor Relations Act on June 6, 1995, and does
11 not constitute an unfair labor practice under ORS 243.672 (2)(f).

12 (3)(a) Where the strike occurring or is about to occur creates a clear and
13 present danger or threat to the health, safety or welfare of the public, the
14 public employer concerned may petition the circuit court of the county in
15 which the strike has taken place or is to take place for equitable relief in-
16 cluding but not limited to appropriate injunctive relief.

17 (b) If the strike is a strike of state employees the petition shall be filed
18 in the Circuit Court of Marion County.

19 (c) If, after hearing, the court finds that the strike creates a clear and
20 present danger or threat to the health, safety or welfare of the public, it
21 shall grant appropriate relief. Such relief shall include an order that the la-
22 bor dispute be submitted to final and binding arbitration within 10 days of
23 the court's order pursuant to procedures in ORS 243.746.

24 (4)(a) A labor organization may not declare or authorize a strike of public
25 employees that is or would be in violation of this section. When it is alleged
26 in good faith by the public employer that a labor organization has declared
27 or authorized a strike of public employees that is or would be in violation
28 of this section, the employer may petition the board for a declaration that
29 the strike is or would be unlawful. The board, after conducting an investi-
30 gation and hearing, may make such declaration if it finds that such decla-
31 ration or authorization of a strike is or would be unlawful.

1 (b) When a labor organization or individual disobeys an order of the ap-
2 propriate circuit court issued pursuant to enforcing an order of the board
3 involving this section and ORS 243.736 or 243.738, they shall be punished
4 according to the provisions of ORS 33.015 to 33.155, except that the amount
5 of the fine shall be at the discretion of the court.

6 (5) An unfair labor practice by a public employer shall not be a defense
7 to a prohibited strike. The board upon the filing of an unfair labor charge
8 alleging that a public employer has committed an unfair labor practice dur-
9 ing or arising out of the collective bargaining procedures set forth in ORS
10 243.712 and 243.722, shall take immediate action on such charge and if re-
11 quired, petition the court of competent jurisdiction for appropriate relief or
12 a restraining order.

13 (6) As used in this section, “danger or threat to the health, safety or
14 welfare of the public” does not include an economic or financial inconven-
15 ience to the public or to the public employer that is normally incident to a
16 strike by public employees.

17 **SECTION 14.** ORS 243.742 is amended to read:

18 243.742. (1) It is the public policy of the State of Oregon that where the
19 right of employees to strike is by law prohibited, it is requisite to the high
20 morale of such employees and the efficient operation of such departments to
21 afford an alternate, expeditious, effective and binding procedure for the re-
22 solution of labor disputes and to that end the provisions of ORS 240.060,
23 240.065, 240.080, 240.123, 243.650 to 243.782[, 292.055] and 341.290, providing
24 for compulsory arbitration, shall be liberally construed.

25 (2) When the procedures set forth in ORS 243.712 and 243.722, relating to
26 mediation of a labor dispute, have not culminated in a signed agreement
27 between the parties who are prohibited from striking, the public employer
28 and exclusive representative of its employees shall include with the final
29 offer filed with the mediator a petition to the Employment Relations Board
30 in writing that initiates binding arbitration for bargaining units with em-
31 ployees referred to in ORS 243.736 or 243.738. Arbitration shall be scheduled

1 by mutual agreement not earlier than 30 days following the submission of
2 the final offer packages to the mediator. Arbitration shall be scheduled in
3 accordance with the procedures prescribed in ORS 243.746.

4 **SECTION 15.** ORS 652.610 is amended to read:

5 652.610. (1)(a) All persons, firms, partnerships, associations, cooperative
6 associations, corporations, municipal corporations, the state and its political
7 subdivisions, except the federal government and its agencies, employing, in
8 this state, during any calendar month one or more persons, shall provide the
9 employee on regular paydays and at other times payment of wages, salary
10 or commission is made, with an itemized statement as described in paragraph
11 (b) of this subsection.

12 (b) The statement required under this subsection must be a written
13 statement, sufficiently itemized to show:

14 (A) The date of the payment;

15 (B) The dates of work covered by the payment;

16 (C) The name of the employee;

17 (D) The name and business registry number or business identification
18 number;

19 (E) The address and telephone number of the employer;

20 (F) The rate or rates of pay;

21 (G) Whether the employee is paid by the hour, shift, day or week or on
22 a salary, piece or commission basis;

23 (H) Gross wages;

24 (I) Net wages;

25 (J) The amount and purpose of each deduction made during the respective
26 period of service that the payment covers;

27 (K) Allowances, if any, claimed as part of minimum wage;

28 (L) Unless the employee is paid on a salary basis and is exempt from
29 overtime compensation as established by local, state or federal law, the reg-
30 ular hourly rate or rates of pay, the overtime rate or rates of pay, the num-
31 ber of regular hours worked and pay for those hours, and the number of

1 overtime hours worked and pay for those hours; and

2 (M) If the employee is paid a piece rate, the applicable piece rate or rates
3 of pay, the number of pieces completed at each piece rate and the total pay
4 for each rate.

5 (c) Notwithstanding paragraph (b) of this subsection, the employer may
6 provide the statement required under this subsection to the employee in
7 electronic form pursuant to ORS 84.001 to 84.061 if:

8 (A) The statement contains the information described in paragraph (b) of
9 this section;

10 (B) The employee expressly agrees to receive the statement in electronic
11 form; and

12 (C) The employee has the ability to print or store the statement at the
13 time of receipt.

14 (2)(a) The statement may be attached to or be a part of the check, draft,
15 voucher or other instrument by which payment is made, or may be delivered
16 separately from the instrument.

17 (b) The statement shall be provided electronically at the time payment is
18 made to all state officers and employees paid electronically under the state
19 payroll system as provided by ORS 292.026.

20 (c) State agencies shall provide access to electronic statements to em-
21 ployees who do not have regular access to computers in their workplace.

22 (d) Notwithstanding paragraph (b) of this subsection, if an officer or em-
23 ployee paid under the state payroll system as provided by ORS 292.026 wants
24 to receive payment of net salary and wages by check or to receive a paper
25 statement of itemized payroll deductions, the officer or employee shall re-
26 quest paper statements or payment by check in accordance with the proce-
27 dures adopted by rule by the Oregon Department of Administrative Services.

28 (3) An employer may not withhold, deduct or divert any portion of an
29 employee's wages unless:

30 (a) The employer is required to do so by law;

31 (b) The deductions are voluntarily authorized in writing by the employee,

1 are for the employee's benefit and are recorded in the employer's books;

2 (c) The employee has voluntarily signed an authorization for a deduction
3 for any other item, provided that the ultimate recipient of the money with-
4 held is not the employer and that the deduction is recorded in the employer's
5 books;

6 (d) The deduction is authorized by a collective bargaining agreement to
7 which the employer is a party;

8 (e) The deduction is authorized under ORS 18.736; or

9 (f) The deduction is made from the payment of wages upon termination
10 of employment and is authorized pursuant to a written agreement between
11 the employee and employer for the repayment of a loan made to the employee
12 by the employer, if all of the following conditions are met:

13 (A) The employee has voluntarily signed the agreement;

14 (B) The loan was paid to the employee in cash or other medium permitted
15 by ORS 652.110;

16 (C) The loan was made solely for the employee's benefit and was not used,
17 either directly or indirectly, for any purpose required by the employer or
18 connected with the employee's employment with the employer;

19 (D) The amount of the deduction at termination of employment does not
20 exceed the amount permitted to be garnished under ORS 18.385; and

21 (E) The deduction is recorded in the employer's books.

22 (4) When an employer deducts an amount from an employee's wages as
23 required or authorized by law or agreement, the employer shall pay the
24 amount deducted to the appropriate recipient as required by the law or
25 agreement. The employer shall pay the amount deducted within the time re-
26 quired by the law or the agreement or, if the time for payment is not speci-
27 fied by the law or agreement, within seven days after the date the wages
28 from which the deductions are made are due. Failure to pay the amount as
29 required constitutes an unlawful deduction.

30 (5) This section does not:

31 (a) Prohibit the withholding of amounts authorized in writing by the

1 employee to be contributed by the employee to charitable organizations, in-
2 cluding contributions made pursuant to ORS [243.666 and] 663.110;

3 (b) Prohibit deductions by checkoff dues to labor organizations or service
4 fees when the deductions are not otherwise prohibited by law; or

5 (c) Diminish or enlarge the right of any person to assert and enforce a
6 lawful setoff or counterclaim or to attach, take, reach or apply an employee's
7 compensation on due legal process.

8 **SECTION 16.** ORS 243.762 is amended to read:

9 243.762. Nothing in ORS 240.060, 240.065, 240.080, 240.123, 243.650 to
10 243.782[, 292.055] and 341.290 is intended to prohibit a public employer and
11 the exclusive representative of its employees from entering into a collective
12 bargaining agreement which provides for a compulsory arbitration procedure
13 which is substantially equivalent to ORS 243.742 to 243.756.

14 **SECTION 17.** ORS 243.772 is amended to read:

15 243.772. Any provisions of local charters and ordinances adopted pursuant
16 thereto in existence on October 5, 1973, and not in conflict with the rights
17 and duties established in ORS 240.060, 240.065, 240.080, 240.123, 243.650 to
18 243.782[, 292.055] and 341.290 may remain in full force and effect after the
19 Employment Relations Board has determined that no conflict exists.

20 **SECTION 18.** ORS 243.782 is amended to read:

21 243.782. (1) For purposes of proceedings commenced pursuant to ORS
22 240.060, 240.065, 240.080, 240.123, 243.650 to 243.782[, 292.055] and 341.290, a
23 person may be represented by counsel or any other agent authorized by such
24 person.

25 (2) As used in subsection (1) of this section, "person" means any individ-
26 ual, a labor organization or a public employer.

27 **SECTION 19.** ORS 243.776 and 292.055 are repealed.

28