

House Bill 2481

Sponsored by Representative WALLAN (Presession filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Prohibits strikes by public employees. Requires that labor issues in dispute be submitted to final and binding arbitration.

Makes conforming amendments.

A BILL FOR AN ACT

1
2 Relating to public employee strike activity; amending ORS 181A.355, 181A.490, 181A.708, 181A.710,
3 181A.775, 238.005, 243.650, 243.672, 243.712, 243.726, 243.742, 243.746, 243.752, 332.531 and
4 352.118; and repealing ORS 243.732, 243.736 and 243.738.

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

6 **SECTION 1.** ORS 243.650, as amended by section 5, chapter 541, Oregon Laws 2021, is amended
7 to read:

8 243.650. As used in ORS 243.650 to 243.809, unless the context requires otherwise:

9 (1) "Appropriate bargaining unit" means the unit designated by the Employment Relations Board
10 or voluntarily recognized by the public employer to be appropriate for collective bargaining. How-
11 ever, an appropriate bargaining unit may not include both academically licensed and unlicensed or
12 nonacademically licensed school employees. Academically licensed units may include but are not
13 limited to teachers, nurses, counselors, therapists, psychologists, child development specialists and
14 similar positions. This limitation does not apply to any bargaining unit certified or recognized prior
15 to June 6, 1995, or to any school district with fewer than 50 employees.

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

17 (3) "Certification" means official recognition by the board that a labor organization is the ex-
18 clusive representative for all of the employees in the appropriate bargaining unit.

19 (4) "Collective bargaining" means the performance of the mutual obligation of a public employer
20 and the representative of its employees to meet at reasonable times and confer in good faith with
21 respect to employment relations for the purpose of negotiations concerning mandatory subjects of
22 bargaining, to meet and confer in good faith in accordance with law with respect to any dispute
23 concerning the interpretation or application of a collective bargaining agreement, and to execute
24 written contracts incorporating agreements that have been reached on behalf of the public employer
25 and the employees in the bargaining unit covered by such negotiations. The obligation to meet and
26 negotiate does not compel either party to agree to a proposal or require the making of a concession.
27 This subsection may not be construed to prohibit a public employer and a certified or recognized
28 representative of its employees from discussing or executing written agreements regarding matters
29 other than mandatory subjects of bargaining that are not prohibited by law as long as there is mu-
30 tual agreement of the parties to discuss these matters, which are permissive subjects of bargaining.

31 (5) "Compulsory arbitration" means the procedure whereby parties involved in a labor dispute

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.
New sections are in **boldfaced** type.

1 are required by law to submit their differences to a third party for a final and binding decision.

2 (6) "Confidential employee" means one who assists and acts in a confidential capacity to a per-
3 son who formulates, determines and effectuates management policies in the area of collective bar-
4 gaining.

5 (7)(a) "Employment relations" includes, but is not limited to, matters concerning direct or indi-
6 rect monetary benefits, hours, vacations, sick leave, labor organization access to and communication
7 with represented employees, grievance procedures and other conditions of employment.

8 (b) "Employment relations" does not include subjects determined to be permissive, nonmanda-
9 tory subjects of bargaining by the Employment Relations Board prior to June 6, 1995.

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

13 (d) "Employment relations" does not include subjects that have an insubstantial or de minimis
14 effect on public employee wages, hours, and other terms and conditions of employment.

15 (e) For school district bargaining:

16 (A) "Employment relations" includes class size and caseload limits in schools that qualify for
17 assistance under Title I of the federal Elementary and Secondary Education Act of 1965.

18 (B) "Employment relations" excludes the school or educational calendar, standards of perform-
19 ance or criteria for evaluation of teachers, the school curriculum, reasonable dress, grooming and
20 at-work personal conduct requirements respecting smoking, gum chewing and similar matters of
21 personal conduct, the standards and procedures for student discipline, the time between student
22 classes, the selection, agendas and decisions of 21st Century Schools Councils established under ORS
23 329.704, requirements for expressing milk under ORS 653.077, and any other subject proposed that
24 is permissive under paragraphs (b), (c) and (d) of this subsection.

25 (f) For employee bargaining involving employees [*covered by ORS 243.736 and employees*] of the
26 Department of Corrections who have direct contact with adults in custody, "employment relations"
27 includes safety issues that have an impact on the on-the-job safety of the employees or staffing levels
28 that have a significant impact on the on-the-job safety of the employees.

29 (g) For all other employee bargaining except school district bargaining and except as provided
30 in paragraph (f) of this subsection, "employment relations" excludes staffing levels and safety issues
31 (except those staffing levels and safety issues that have a direct and substantial effect on the on-
32 the-job safety of public employees), scheduling of services provided to the public, determination of
33 the minimum qualifications necessary for any position, criteria for evaluation or performance ap-
34 praisal, assignment of duties, workload when the effect on duties is insubstantial, reasonable dress,
35 grooming, and at-work personal conduct requirements respecting smoking, gum chewing, and similar
36 matters of personal conduct at work, and any other subject proposed that is permissive under par-
37 agraphs (b), (c) and (d) of this subsection.

38 (8) "Exclusive representative" means the labor organization that, as a result of certification by
39 the board or recognition by the employer, has the right to be the collective bargaining agent of all
40 employees in an appropriate bargaining unit.

41 (9) "Fact-finding" means identification of the major issues in a particular labor dispute by one
42 or more impartial individuals who review the positions of the parties, resolve factual differences and
43 make recommendations for settlement of the dispute.

44 (10) "Fair-share agreement" means an agreement between the public employer and the recog-
45 nized or certified bargaining representative of public employees whereby employees who are not

1 members of the employee organization are required to make an in-lieu-of-dues payment to an em-
2 ployee organization except as provided in ORS 243.666. Upon the filing with the board of a petition
3 by 30 percent or more of the employees in an appropriate bargaining unit covered by such union
4 security agreement declaring they desire that the agreement be rescinded, the board shall take a
5 secret ballot of the employees in the unit and certify the results thereof to the recognized or certi-
6 fied bargaining representative and to the public employer. Unless a majority of the votes cast in an
7 election favor the union security agreement, the board shall certify deauthorization of the agree-
8 ment. A petition for deauthorization of a union security agreement must be filed not more than 90
9 calendar days after the collective bargaining agreement is executed. Only one such election may be
10 conducted in any appropriate bargaining unit during the term of a collective bargaining agreement
11 between a public employer and the recognized or certified bargaining representative.

12 (11) "Final offer" means the proposed contract language and cost summary submitted to the
13 mediator within seven days of the declaration of impasse.

14 (12) "Labor dispute" means any controversy concerning employment relations or concerning the
15 association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to
16 arrange terms or conditions of employment relations, regardless of whether the disputants stand in
17 the proximate relation of employer and employee.

18 (13) "Labor organization" means any organization that has as one of its purposes representing
19 employees in their employment relations with public employers.

20 (14) "Last best offer package" means the offer exchanged by parties not less than 14 days prior
21 to the date scheduled for an interest arbitration hearing.

22 (15) "Legislative body" means the Legislative Assembly, the city council, the county commission
23 and any other board or commission empowered to levy taxes.

24 (16) "Managerial employee" means an employee of the State of Oregon or a public university
25 listed in ORS 352.002 who possesses authority to formulate and carry out management decisions or
26 who represents management's interest by taking or effectively recommending discretionary actions
27 that control or implement employer policy, and who has discretion in the performance of these
28 management responsibilities beyond the routine discharge of duties. A "managerial employee" need
29 not act in a supervisory capacity in relation to other employees. Notwithstanding this subsection,
30 "managerial employee" does not include faculty members at a community college, college or uni-
31 versity.

32 (17) "Mediation" means assistance by an impartial third party in reconciling a labor dispute
33 between the public employer and the exclusive representative regarding employment relations.

34 (18) "Payment-in-lieu-of-dues" means an assessment to defray the cost for services by the exclu-
35 sive representative in negotiations and contract administration of all persons in an appropriate
36 bargaining unit who are not members of the organization serving as exclusive representative of the
37 employees. The payment must be equivalent to regular union dues and assessments, if any, or must
38 be an amount agreed upon by the public employer and the exclusive representative of the employees.

39 (19) "Public employee" means an employee of a public employer but does not include elected
40 officials, persons appointed to serve on boards or commissions, incarcerated persons working under
41 Article I, section 41, of the Oregon Constitution, or persons who are confidential employees, super-
42 visory employees or managerial employees.

43 (20) "Public employer" means the State of Oregon, and the following political subdivisions:
44 Cities, counties, community colleges, school districts, special districts, mass transit districts, metro-
45 politan service districts, public service corporations or municipal corporations and public and

1 quasi-public corporations.

2 (21) “Public employer representative” includes any individual or individuals specifically desig-
 3 nated by the public employer to act in its interests in all matters dealing with employee represen-
 4 tation, collective bargaining and related issues.

5 (22) “Strike” means a public employee’s refusal in concerted action with others to report for
 6 duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his
 7 or her absence in whole or in part from the full, faithful or proper performance of his or her duties
 8 of employment, for the purpose of inducing, influencing or coercing a change in the conditions,
 9 compensation, rights, privileges or obligations of public employment; however, nothing shall limit
 10 or impair the right of any public employee to lawfully express or communicate a complaint or
 11 opinion on any matter related to the conditions of employment.

12 (23)(a) “Supervisory employee” means any individual having authority in the interest of the
 13 employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline
 14 other employees, or responsibly to direct them, or to adjust their grievances, or effectively to re-
 15 commend such action, if in connection therewith, the exercise of the authority is not of a merely
 16 routine or clerical nature but requires the use of independent judgment. Failure to assert supervi-
 17 sory status in any Employment Relations Board proceeding or in negotiations for any collective
 18 bargaining agreement does not thereafter prevent assertion of supervisory status in any subsequent
 19 board proceeding or contract negotiation.

20 (b) “Supervisory employee” includes a faculty member of a public university listed in ORS
 21 352.002 or the Oregon Health and Science University who:

22 (A) Is employed as a president, vice president, provost, vice provost, dean, associate dean, as-
 23 sistant dean, head or equivalent position; or

24 (B) Is employed in an administrative position without a reasonable expectation of teaching, re-
 25 search or other scholarly accomplishments.

26 (c) “Supervisory employee” does not include:

27 (A) A nurse, charge nurse or nurse holding a similar position if that position has not tradi-
 28 tionally been classified as supervisory;

29 (B) A firefighter [*prohibited from striking by ORS 243.736*] who assigns, transfers or directs the
 30 work of other employees but does not have the authority to hire, discharge or impose economic
 31 discipline on those employees;

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

34 (D) An employee of the Oregon State Police who:

35 (i) Serves in a rank equivalent to or below the rank of sergeant; **and**

36 [(ii) *Is prohibited from striking by ORS 243.736; and*]

37 [(iii)] (ii) Assigns, transfers or directs the work of other employees but does not hire, discharge
 38 or impose economic discipline on those employees.

39 (24) “Unfair labor practice” means the commission of an act designated an unfair labor practice
 40 in ORS 243.672.

41 (25) “Voluntary arbitration” means the procedure whereby parties involved in a labor dispute
 42 mutually agree to submit their differences to a third party for a final and binding decision.

43 **SECTION 2.** ORS 243.650, as amended by section 2, chapter 146, Oregon Laws 2019, section 3,
 44 chapter 18, Oregon Laws 2020 (first special session), section 2, chapter 490, Oregon Laws 2021, and
 45 section 6, chapter 541, Oregon Laws 2021, is amended to read:

1 243.650. As used in ORS 243.650 to 243.809, unless the context requires otherwise:

2 (1) "Appropriate bargaining unit" means the unit designated by the Employment Relations Board
 3 or voluntarily recognized by the public employer to be appropriate for collective bargaining. How-
 4 ever, an appropriate bargaining unit may not include both academically licensed and unlicensed or
 5 nonacademically licensed school employees. Academically licensed units may include but are not
 6 limited to teachers, nurses, counselors, therapists, psychologists, child development specialists and
 7 similar positions. This limitation does not apply to any bargaining unit certified or recognized prior
 8 to June 6, 1995, or to any school district with fewer than 50 employees.

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

10 (3) "Certification" means official recognition by the board that a labor organization is the ex-
 11 clusive representative for all of the employees in the appropriate bargaining unit.

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

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

26 (6) "Confidential employee" means one who assists and acts in a confidential capacity to a per-
 27 son who formulates, determines and effectuates management policies in the area of collective bar-
 28 gaining.

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

32 (b) "Employment relations" does not include subjects determined to be permissive, nonmanda-
 33 tory subjects of bargaining by the Employment Relations Board prior to June 6, 1995.

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

37 (d) "Employment relations" does not include subjects that have an insubstantial or de minimis
 38 effect on public employee wages, hours, and other terms and conditions of employment.

39 (e) For school district bargaining:

40 (A) "Employment relations" includes class size and caseload limits in schools that qualify for
 41 assistance under Title I of the federal Elementary and Secondary Education Act of 1965.

42 (B) "Employment relations" excludes the school or educational calendar, standards of perform-
 43 ance or criteria for evaluation of teachers, the school curriculum, reasonable dress, grooming and
 44 at-work personal conduct requirements respecting smoking, gum chewing and similar matters of
 45 personal conduct, the standards and procedures for student discipline, the time between student

1 classes, the selection, agendas and decisions of 21st Century Schools Councils established under ORS
2 329.704, requirements for expressing milk under ORS 653.077, and any other subject proposed that
3 is permissive under paragraphs (b), (c) and (d) of this subsection.

4 (f) For employee bargaining involving employees [*covered by ORS 243.736 and employees*] of the
5 Department of Corrections who have direct contact with adults in custody, “employment relations”
6 includes safety issues that have an impact on the on-the-job safety of the employees or staffing levels
7 that have a significant impact on the on-the-job safety of the employees.

8 (g) For all other employee bargaining except school district bargaining and except as provided
9 in paragraph (f) of this subsection, “employment relations” excludes staffing levels and safety issues
10 (except those staffing levels and safety issues that have a direct and substantial effect on the on-
11 the-job safety of public employees), scheduling of services provided to the public, determination of
12 the minimum qualifications necessary for any position, criteria for evaluation or performance ap-
13 praisal, assignment of duties, workload when the effect on duties is insubstantial, reasonable dress,
14 grooming, and at-work personal conduct requirements respecting smoking, gum chewing, and similar
15 matters of personal conduct at work, and any other subject proposed that is permissive under par-
16 agraphs (b), (c) and (d) of this subsection.

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

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

23 (10) “Fair-share agreement” means an agreement between the public employer and the recog-
24 nized or certified bargaining representative of public employees whereby employees who are not
25 members of the employee organization are required to make an in-lieu-of-dues payment to an em-
26 ployee organization except as provided in ORS 243.666. Upon the filing with the board of a petition
27 by 30 percent or more of the employees in an appropriate bargaining unit covered by such union
28 security agreement declaring they desire that the agreement be rescinded, the board shall take a
29 secret ballot of the employees in the unit and certify the results thereof to the recognized or certi-
30 fied bargaining representative and to the public employer. Unless a majority of the votes cast in an
31 election favor the union security agreement, the board shall certify deauthorization of the agree-
32 ment. A petition for deauthorization of a union security agreement must be filed not more than 90
33 calendar days after the collective bargaining agreement is executed. Only one such election may be
34 conducted in any appropriate bargaining unit during the term of a collective bargaining agreement
35 between a public employer and the recognized or certified bargaining representative.

36 (11) “Final offer” means the proposed contract language and cost summary submitted to the
37 mediator within seven days of the declaration of impasse.

38 (12) “Labor dispute” means any controversy concerning employment relations or concerning the
39 association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to
40 arrange terms or conditions of employment relations, regardless of whether the disputants stand in
41 the proximate relation of employer and employee.

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

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

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

3 (16) “Managerial employee” means an employee of the State of Oregon or a public university
 4 listed in ORS 352.002 who possesses authority to formulate and carry out management decisions or
 5 who represents management’s interest by taking or effectively recommending discretionary actions
 6 that control or implement employer policy, and who has discretion in the performance of these
 7 management responsibilities beyond the routine discharge of duties. A “managerial employee” need
 8 not act in a supervisory capacity in relation to other employees. Notwithstanding this subsection,
 9 “managerial employee” does not include faculty members at a community college, college or uni-
 10 versity.

11 (17) “Mediation” means assistance by an impartial third party in reconciling a labor dispute
 12 between the public employer and the exclusive representative regarding employment relations.

13 (18) “Payment-in-lieu-of-dues” means an assessment to defray the cost for services by the exclu-
 14 sive representative in negotiations and contract administration of all persons in an appropriate
 15 bargaining unit who are not members of the organization serving as exclusive representative of the
 16 employees. The payment must be equivalent to regular union dues and assessments, if any, or must
 17 be an amount agreed upon by the public employer and the exclusive representative of the employees.

18 (19) “Public employee” means an employee of a public employer but does not include elected
 19 officials, persons appointed to serve on boards or commissions, incarcerated persons working under
 20 Article I, section 41, of the Oregon Constitution, or persons who are confidential employees, super-
 21 visory employees or managerial employees.

22 (20) “Public employer” means the State of Oregon, and the following political subdivisions:
 23 Cities, counties, community colleges, school districts, special districts, mass transit districts, metro-
 24 politan service districts, public service corporations or municipal corporations and public and
 25 quasi-public corporations.

26 (21) “Public employer representative” includes any individual or individuals specifically desig-
 27 nated by the public employer to act in its interests in all matters dealing with employee represen-
 28 tation, collective bargaining and related issues.

29 (22) “Strike” means a public employee’s refusal in concerted action with others to report for
 30 duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his
 31 or her absence in whole or in part from the full, faithful or proper performance of his or her duties
 32 of employment, for the purpose of inducing, influencing or coercing a change in the conditions,
 33 compensation, rights, privileges or obligations of public employment; however, nothing shall limit
 34 or impair the right of any public employee to lawfully express or communicate a complaint or
 35 opinion on any matter related to the conditions of employment.

36 (23)(a) “Supervisory employee” means any individual having authority in the interest of the
 37 employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline
 38 other employees, or responsibly to direct them, or to adjust their grievances, or effectively to re-
 39 commend such action, if in connection therewith, the exercise of the authority is not of a merely
 40 routine or clerical nature but requires the use of independent judgment. Failure to assert supervi-
 41 sory status in any Employment Relations Board proceeding or in negotiations for any collective
 42 bargaining agreement does not thereafter prevent assertion of supervisory status in any subsequent
 43 board proceeding or contract negotiation.

44 (b) “Supervisory employee” includes a faculty member of a public university listed in ORS
 45 352.002 or the Oregon Health and Science University who:

1 (A) Is employed as a president, vice president, provost, vice provost, dean, associate dean, as-
 2 sistant dean, head or equivalent position; or

3 (B) Is employed in an administrative position without a reasonable expectation of teaching, re-
 4 search or other scholarly accomplishments.

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

6 (A) A nurse, charge nurse or nurse holding a similar position if that position has not tradi-
 7 tionally been classified as supervisory;

8 (B) A firefighter [*prohibited from striking by ORS 243.736*] who assigns, transfers or directs the
 9 work of other employees but does not have the authority to hire, discharge or impose economic
 10 discipline on those employees; or

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

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

15 (25) "Voluntary arbitration" means the procedure whereby parties involved in a labor dispute
 16 mutually agree to submit their differences to a third party for a final and binding decision.

17 **SECTION 3.** ORS 243.672 is amended to read:

18 243.672. (1) It is an unfair labor practice for a public employer or its designated representative
 19 to do any of the following:

20 (a) Interfere with, restrain or coerce employees in or because of the exercise of rights guaran-
 21 teed in ORS 243.662.

22 (b) Dominate, interfere with or assist in the formation, existence or administration of any em-
 23 ployee organization.

24 (c) Discriminate in regard to hiring, tenure or any terms or condition of employment for the
 25 purpose of encouraging or discouraging membership in an employee organization. Nothing in this
 26 section is intended to prohibit the entering into of a fair-share agreement between a public employer
 27 and the exclusive bargaining representative of its employees. If a "fair-share" agreement has been
 28 agreed to by the public employer and exclusive representative, nothing prohibits the deduction of
 29 the payment-in-lieu-of-dues from the salaries or wages of the employees.

30 (d) Discharge or otherwise discriminate against an employee because the employee has signed
 31 or filed an affidavit, petition or complaint or has given information or testimony under ORS 243.650
 32 to 243.809.

33 (e) Refuse to bargain collectively in good faith with the exclusive representative.

34 (f) Refuse or fail to comply with any provision of ORS 243.650 to 243.809.

35 (g) Violate the provisions of any written contract with respect to employment relations including
 36 an agreement to arbitrate or to accept the terms of an arbitration award, where previously the
 37 parties have agreed to accept arbitration awards as final and binding upon them.

38 (h) Refuse to reduce an agreement, reached as a result of collective bargaining, to writing and
 39 sign the resulting contract.

40 (i) Violate ORS 243.670 (2).

41 (j) Attempt to influence an employee to resign from or decline to obtain membership in a labor
 42 organization.

43 (k) Encourage an employee to revoke an authorization for the deductions described under ORS
 44 243.806.

45 (2) Subject to the limitations set forth in this subsection, it is an unfair labor practice for a

1 public employee or for a labor organization or its designated representative to do any of the fol-
 2 lowing:

3 (a) Interfere with, restrain or coerce any employee in or because of the exercise of any right
 4 guaranteed under ORS 243.650 to 243.809.

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

7 (c) Refuse or fail to comply with any provision of ORS 243.650 to 243.809.

8 (d) Violate the provisions of any written contract with respect to employment relations, includ-
 9 ing an agreement to arbitrate or to accept the terms of an arbitration award, where previously the
 10 parties have agreed to accept arbitration awards as final and binding upon them.

11 (e) Refuse to reduce an agreement, reached as a result of collective bargaining, to writing and
 12 sign the resulting contract.

13 (3) It is an unfair labor practice for any labor organization to engage in [*unconventional*] strike
 14 activity [*not protected for private sector employees under the National Labor Relations Act on June*
 15 *6, 1995. This provision applies*], **including but not limited** to sitdown, slowdown, rolling, intermit-
 16 tent or on-and-off again strikes.

17 (4) It is an unfair labor practice for a labor organization or its agents to picket or cause, induce,
 18 or encourage to be picketed, or threaten to engage in such activity, at the residence or business
 19 premises of any individual who is a member of the governing body of a public employer, with respect
 20 to a dispute over a collective bargaining agreement or negotiations over employment relations, if
 21 an objective or effect of such picketing is to induce another person to cease doing business with the
 22 governing body member's business or to cease handling, transporting or dealing in goods or services
 23 produced at the governing body's business. For purposes of this subsection, a member of the Legis-
 24 lative Assembly is a member of the governing body of a public employer when the collective bar-
 25 gaining negotiation or dispute is between the State of Oregon and a labor organization. The
 26 Governor and other statewide elected officials are not considered members of a governing body for
 27 purposes of this subsection. Nothing in this subsection may be interpreted or applied in a manner
 28 that violates the right of free speech and assembly as protected by the Constitution of the United
 29 States or the Constitution of the State of Oregon.

30 (5) It is not an unfair labor practice or a violation of subsection (2)(a) of this section for the
 31 exclusive representative of an appropriate bargaining unit to charge the following employees in the
 32 unit reasonable fees and costs for representation that are unrelated to the negotiation of a collective
 33 bargaining agreement, provided that the employees are not members of the labor organization that
 34 is the exclusive representative and have not voluntarily entered into a fair-share agreement:

35 (a) A police officer of a city or municipal police department;

36 (b) A sheriff or deputy sheriff; or

37 (c) A police officer commissioned by a university under ORS 352.121 or 353.125.

38 (6) An injured party may file a written complaint with the Employment Relations Board not
 39 later than 180 days following the occurrence of an unfair labor practice. For each unfair labor
 40 practice complaint filed, a fee of \$300 is imposed. For each answer to an unfair labor practice
 41 complaint filed with the board, a fee of \$300 is imposed. The board may allow any other person to
 42 intervene in the proceeding and to present testimony. A person allowed to intervene shall pay a fee
 43 of \$300 to the board. The board may, in its discretion, order fee reimbursement to the prevailing
 44 party in any case in which the complaint or answer is found to have been frivolous or filed in bad
 45 faith. The board shall deposit fees received under this section to the credit of the Employment Re-

lations Board Administrative Account.

SECTION 4. ORS 243.712 is amended to read:

243.712. (1) If after a 150-calendar-day period of good faith negotiations over the terms of an agreement or 150 days after certification or recognition of an exclusive representative no agreement has been signed, either or both of the parties may notify the Employment Relations Board of the status of negotiations and the need for assignment of a mediator. Any period of time in which the public employer or labor organization has been found by the Employment Relations Board to have failed to bargain in good faith shall not be counted as part of the 150-day period. This provision cannot be invoked by the party found to have failed to bargain in good faith. The parties may agree to request a mediator before the end of the 150-day period. Upon receipt of such notification or request, the board shall appoint a mediator and shall notify the parties of the appointment. The 150-day period shall begin when the parties meet for the first bargaining session and each party has received the other party's initial proposal or on an alternative date to which the parties agree in writing.

(2) The board, upon receipt of a notification or request under subsection (1) of this section, shall render assistance to resolve the labor dispute according to the following schedule:

(a) Mediation shall be provided by the State Conciliation Service as provided by ORS 662.405 to 662.455. Any time after 15 days of mediation, either party may declare an impasse. The mediator may declare an impasse at any time during the mediation process. Notification of an impasse shall be filed in writing with the board, and copies of the notification shall be submitted to the parties on the same day the notification is filed with the board.

(b) Within seven days of the declaration of impasse, each party shall submit to the mediator in writing the final offer of the party, including a cost summary of the offer. Upon receipt of the final offers, the mediator shall make public the final offers, including any proposed contract language and each party's cost summary dealing with those issues, on which the parties have failed to reach agreement. Each party's proposed contract language shall be titled "Final Offer."

(c) Within 30 days after the mediator makes public the parties' final offers, the parties may jointly petition the Employment Relations Board to appoint a fact finder. If the parties jointly petition for fact-finding, a fact finder shall be appointed and the hearing conducted as provided in ORS 243.722.

(d) If an agreement has not been reached 30 days after the mediator makes public the final offers, or if the parties participated in fact-finding, 30 days after the receipt of the fact finder's report, the public employer *[may implement all or part of its final offer, and the public employees have the right to strike]* **shall submit the issues in dispute to final and binding arbitration, which shall be scheduled and conducted in accordance with ORS 243.746.** After a collective bargaining agreement has expired, and prior to agreement on a successor contract, the status quo with respect to employment relations shall be preserved until completion of impasse procedures except that no public employer shall be required to increase contributions for insurance premiums unless the expiring collective bargaining agreement provides otherwise. Merit step and longevity step pay increases shall be part of the status quo unless the expiring collective bargaining agreement expressly provides otherwise.

(3) Nothing in subsection (1) or (2) of this section shall be construed to prohibit the parties at any time from voluntarily agreeing to submit any or all of the issues in dispute to final and binding arbitration. The arbitration shall be scheduled and conducted in accordance with ORS 243.746. The arbitration shall supersede the dispute resolution procedures set forth in ORS *[243.726 and]* 243.746.

SECTION 5. ORS 243.726 is amended to read:

243.726. (1) Participation in a strike shall be unlawful for any public employee *[who is not included in an appropriate bargaining unit for which an exclusive representative has been certified by the Employment Relations Board or recognized by the employer; or is included in an appropriate bargaining unit that provides for resolution of a labor dispute by petition to final and binding arbitration; or when the strike is not made lawful under ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.809 and 341.290].*

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

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

[(b) Thirty days have elapsed since the board has made public the fact finder's findings of fact and recommendations or the mediator has made public the parties' final offers;]

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

[(d) The collective bargaining agreement has expired, or the labor dispute arises pursuant to a re-opener provision in a collective bargaining agreement or renegotiation under ORS 243.702 (1) or renegotiation under ORS 243.698; and]

[(e) The union's strike does not include unconventional strike activity not protected under the National Labor Relations Act on June 6, 1995, and does not constitute an unfair labor practice under ORS 243.672 (3).]

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

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

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

[(4)(a)] (2) A labor organization may not declare or authorize a strike of public employees [that is or would be] in violation of this section. [When it is alleged in good faith by the public employer that a labor organization has declared or authorized a strike of public employees that is or would be in violation of this section, the employer may petition the board for a declaration that the strike is or would be unlawful. The board, after conducting an investigation and hearing, may make such declaration if it finds that such declaration or authorization of a strike is or would be unlawful.]

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

*[(5)] (3) An unfair labor practice by a public employer shall not be a defense to a prohibited strike. The **Employment Relations** Board upon the filing of an unfair labor charge alleging that a public employer has committed an unfair labor practice during or arising out of the collective bar-*

1 gaining procedures set forth in ORS 243.712 and 243.722, shall take immediate action on such charge
 2 and if required, petition the court of competent jurisdiction for appropriate relief or a restraining
 3 order.

4 [(6) As used in this section, “danger or threat to the health, safety or welfare of the public” does
 5 not include an economic or financial inconvenience to the public or to the public employer that is
 6 normally incident to a strike by public employees.]

7 **SECTION 6.** ORS 243.742 is amended to read:

8 243.742. (1) It is the public policy of the State of Oregon that [where the right of employees to
 9 strike] **because striking by public employees** is by law prohibited, it is requisite to the high morale
 10 of such employees and the efficient operation of such departments to afford an alternate, expe-
 11 ditious, effective and binding procedure for the resolution of labor disputes and to that end the
 12 provisions of ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.809 and 341.290, providing for
 13 compulsory arbitration, shall be liberally construed.

14 (2) When the procedures set forth in ORS 243.712 and 243.722, relating to mediation of a labor
 15 dispute, have not culminated in a signed agreement between the parties who are prohibited from
 16 striking, the public employer and exclusive representative of its employees shall include with the
 17 final offer filed with the mediator a petition to the Employment Relations Board in writing that in-
 18 itiates binding arbitration [for bargaining units with employees referred to in ORS 243.736 or
 19 243.738]. Arbitration shall be scheduled by mutual agreement not earlier than 30 days following the
 20 submission of the final offer packages to the mediator. Arbitration shall be scheduled in accordance
 21 with the procedures prescribed in ORS 243.746.

22 **SECTION 7.** ORS 243.746 is amended to read:

23 243.746. (1) In carrying out the arbitration procedures authorized in ORS 243.712[, 243.726
 24 (3)(c)] and 243.742, the public employer and the exclusive representative may select their own
 25 arbitrator.

26 (2) Where the parties have not selected their own arbitrator within five days after notification
 27 by the Employment Relations Board that arbitration is to be initiated, the board shall submit to the
 28 parties a list of seven qualified, disinterested, unbiased persons. A list of Oregon interest arbi-
 29 trations and fact-findings for which each person has issued an award shall be included. Each party
 30 shall alternately strike three names from the list. The order of striking shall be determined by lot.
 31 The remaining individual shall be designated the “arbitrator”:

32 (a) When the parties have not designated the arbitrator and notified the board of their choice
 33 within five days after receipt of the list, the board shall appoint the arbitrator from the list. How-
 34 ever, if one of the parties strikes the names as prescribed in this subsection and the other party fails
 35 to do so, the board shall appoint the arbitrator only from the names remaining on the list.

36 (b) The concerns regarding the bias and qualifications of the person designated by lot or by
 37 appointment may be challenged by a petition filed directly with the board. A hearing shall be held
 38 by the board within 10 days of filing of the petition and the board shall issue a final and binding
 39 decision regarding the person’s neutrality within 10 days of the hearing.

40 (3) The arbitrator shall establish dates and places of hearings. Upon the request of either party
 41 or the arbitrator, the board shall issue subpoenas. Not less than 14 calendar days prior to the date
 42 of the hearing, each party shall submit to the other party a written last best offer package on all
 43 unresolved mandatory subjects, and neither party may change the last best offer package unless
 44 pursuant to stipulation of the parties or as otherwise provided in this subsection. The date set for
 45 the hearing may thereafter be changed only for compelling reasons or by mutual consent of the

1 parties. If either party provides notice of a change in its position within 24 hours of the 14-day
 2 deadline, the other party will be allowed an additional 24 hours to modify its position. The arbitrator
 3 may administer oaths and shall afford all parties full opportunity to examine and cross-examine all
 4 witnesses and to present any evidence pertinent to the dispute.

5 (4) Where there is no agreement between the parties, or where there is an agreement but the
 6 parties have begun negotiations or discussions looking to a new agreement or amendment of the
 7 existing agreement, unresolved mandatory subjects submitted to the arbitrator in the parties' last
 8 best offer packages shall be decided by the arbitrator. Arbitrators shall base their findings and
 9 opinions on these criteria giving first priority to paragraph (a) of this subsection and secondary
 10 priority to paragraphs (b) to (h) of this subsection as follows:

11 (a) The interest and welfare of the public.

12 (b) The reasonable financial ability of the unit of government to meet the costs of the proposed
 13 contract giving due consideration and weight to the other services, provided by, and other priorities
 14 of, the unit of government as determined by the governing body. A reasonable operating reserve
 15 against future contingencies, which does not include funds in contemplation of settlement of the la-
 16 bor dispute, shall not be considered as available toward a settlement.

17 (c) The ability of the unit of government to attract and retain qualified personnel at the wage
 18 and benefit levels provided.

19 (d) The overall compensation presently received by the employees, including direct wage com-
 20 pensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all
 21 other direct or indirect monetary benefits received.

22 (e) Comparison of the overall compensation of other employees performing similar services with
 23 the same or other employees in comparable communities. As used in this paragraph, "comparable"
 24 is limited to communities of the same or nearest population range within Oregon. Notwithstanding
 25 the provisions of this paragraph, the following additional definitions of "comparable" apply in the
 26 situations described as follows:

27 (A) For any city with a population of more than 325,000, "comparable" includes comparison to
 28 out-of-state cities of the same or similar size;

29 (B) For counties with a population of more than 400,000, "comparable" includes comparison to
 30 out-of-state counties of the same or similar size;

31 (C) Except as otherwise provided in subparagraphs (D), (E) and (F) of this paragraph, for the
 32 State of Oregon, "comparable" includes comparison to other states;

33 (D) For the Department of State Police troopers, "comparable" includes the base pay for city
 34 police officers employed by the five most populous cities in this state;

35 (E) For Department of State Police telecommunicators, as defined in ORS 181A.355,
 36 "comparable" includes the base pay for telecommunicators employed by the five public safety an-
 37 swering points in this state, as defined in ORS 403.105, with the most employees; and

38 (F) For assistant attorneys general, "comparable" includes comparison to the base pay for at-
 39 torneys who are employed by a public corporation, a nonprofit organization, a public university
 40 listed in ORS 352.002 or a city or county in this state and who perform substantially similar work.

41 (f) The CPI-All Cities Index, commonly known as the cost of living.

42 (g) The stipulations of the parties.

43 (h) Such other factors, consistent with paragraphs (a) to (g) of this subsection as are tradi-
 44 tionally taken into consideration in the determination of wages, hours, and other terms and condi-
 45 tions of employment. However, the arbitrator shall not use such other factors, if in the judgment

1 of the arbitrator, the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence
 2 for an award.

3 (5) Not more than 30 days after the conclusion of the hearings or such further additional periods
 4 to which the parties may agree, the arbitrator shall select only one of the last best offer packages
 5 submitted by the parties and shall promulgate written findings along with an opinion and order. The
 6 opinion and order shall be served on the parties and the board. Service may be personal or by reg-
 7 istered or certified mail. The findings, opinions and order shall be based on the criteria prescribed
 8 in subsection (4) of this section.

9 (6) The cost of arbitration shall be borne equally by the parties involved in the dispute.

10 **SECTION 8.** ORS 243.752 is amended to read:

11 243.752. (1) A majority decision of the arbitration panel, under ORS 243.706, [243.726, 243.736,
 12 243.738,] 243.742 and 243.746, if supported by competent, material and substantial evidence on the
 13 whole record, based upon the factors set forth in ORS 243.746 (4), shall be final and binding upon
 14 the parties. Refusal or failure to comply with any provision of a final and binding arbitration award
 15 is an unfair labor practice. Any order issued by the Employment Relations Board pursuant to this
 16 section may be enforced at the instance of either party or the board in the circuit court for the
 17 county in which the dispute arose.

18 (2) The arbitration panel may award increases retroactively to the first day after the expiration
 19 of the immediately preceding collective bargaining agreement. At any time the parties, by stipu-
 20 lation, may amend or modify an award of arbitration.

21 **SECTION 9.** ORS 332.531 is amended to read:

22 332.531. (1) The district school board of any school district may establish a law enforcement
 23 agency and employ such personnel as may be necessary to ensure the safety of school district per-
 24 sonnel and students upon and in the vicinity of school district premises and the security of the real
 25 and personal property owned, controlled or used by or on behalf of the school district.

26 (2) Persons employed and compensated as members of a law enforcement agency of a school
 27 district, when appointed and duly sworn, are peace officers as defined in ORS 161.015 (4), but only
 28 for the purpose of carrying out the duties of their employment. [*They are not police officers within*
 29 *the meaning of ORS 243.736.*]

30 (3) The district school board may:

31 (a) Provide for uniforms, badges and other identification of members of the law enforcement
 32 agency;

33 (b) Withdraw or withhold from any person employed as a member of the law enforcement agency
 34 any part or all of the powers otherwise conferred by law upon peace officers; and

35 (c) Define the duties of persons employed as members of the law enforcement agency and assign
 36 additional duties to those persons as the district school board may deem appropriate.

37 (4) Between meetings of the district school board, the district superintendent or the deputy of
 38 the superintendent shall have power to suspend any person employed as a member of the law
 39 enforcement agency pending review of the action as soon as practicable by the district school board.

40 **SECTION 10.** ORS 352.118 is amended to read:

41 352.118. (1) A governing board may, in its sole discretion, do all of the following:

42 (a) Police, control and regulate traffic and parking of vehicles on university property.

43 (b) Establish a police department and commission one or more employees as police officers in
 44 the manner and with all of the privileges and immunities set forth in ORS 352.121. When a governing
 45 board establishes a police department and commissions one or more employees as police officers, the

1 president of the university, in cooperation with the chief of the police department, shall establish a
 2 process by which the university will receive and respond to complaints involving the policies of the
 3 police department and the conduct of the police officers.

4 (c) Commission special campus security officers who, when acting in the scope of their employ-
 5 ment, shall have probable cause arrest authority and the accompanying immunities as set forth in
 6 ORS 133.310 and 133.315. Special campus security officers may not be authorized to carry firearms
 7 as police officers and, except as provided in subsection (2) of this section, may not be considered
 8 police officers for purposes of ORS 181A.355, 238.005[,] or 243.005 [or 243.736].

9 (2) A public university listed in ORS 352.002, acting by and through its special campus security
 10 officers, is a criminal justice agency for purposes of rules adopted pursuant to ORS 181A.280 (3).

11 **SECTION 11.** ORS 181A.355 is amended to read:

12 181A.355. As used in ORS 181A.355 to 181A.689, unless the context requires otherwise:

13 (1) "Abuse" has the meaning given that term in ORS 107.705.

14 (2) "Board" means the Board on Public Safety Standards and Training appointed pursuant to
 15 ORS 181A.360.

16 (3) "Certified reserve officer" means a reserve officer who has been designated by a local law
 17 enforcement unit, has received training necessary for certification and has met the minimum stan-
 18 dards and training requirements established under ORS 181A.410.

19 (4) "Commissioned" means being authorized to perform various acts or duties of a police officer,
 20 certified reserve officer or reserve officer and acting under the supervision and responsibility of a
 21 county sheriff or as otherwise provided by law.

22 (5) "Corrections officer" means an officer or member employed full-time by a law enforcement
 23 unit who:

24 (a) Is charged with and primarily performs the duty of custody, control or supervision of indi-
 25 viduals convicted of or arrested for a criminal offense and confined in a place of incarceration or
 26 detention other than a place used exclusively for incarceration or detention of juveniles; or

27 (b) Has been certified as a corrections officer described in paragraph (a) of this subsection and
 28 has supervisory or management authority for corrections officers described in paragraph (a) of this
 29 subsection.

30 (6) "Department" means the Department of Public Safety Standards and Training.

31 (7) "Director" means the Director of the Department of Public Safety Standards and Training.

32 (8) "Domestic violence" means abuse between family or household members.

33 **(9) "Emergency communications worker" means an individual whose official focal duties**
 34 **are receiving information through the emergency communications system under ORS 403.105**
 35 **to 403.250, relaying the information to public or private safety agencies or dispatching**
 36 **emergency equipment or personnel in response to the information.**

37 [(9)] (10) "Emergency medical dispatcher" means a person who has responsibility to process re-
 38 quests for medical assistance from the public or to dispatch medical care providers.

39 [(10)] (11) "Family or household members" has the meaning given that term in ORS 107.705.

40 [(11)] (12) "Fire service professional" means a paid or volunteer firefighter, an officer or a
 41 member of a public or private fire protection agency that is engaged primarily in fire investigation,
 42 fire prevention, fire safety, fire control or fire suppression or providing emergency medical services,
 43 light and heavy rescue services, search and rescue services or hazardous materials incident re-
 44 sponse. "Fire service professional" does not mean forest fire protection agency personnel.

45 [(12)] (13) "Law enforcement unit" means:

1 (a) A police force or organization of the state, a city, university that has established a police
 2 department under ORS 352.121 or 353.125, port, school district, mass transit district, county, county
 3 service district authorized to provide law enforcement services under ORS 451.010, tribal govern-
 4 ment as defined in ORS 181A.940 that employs authorized tribal police officers as defined in ORS
 5 181A.940, the Criminal Justice Division of the Department of Justice, the Department of Corrections,
 6 the Oregon State Lottery Commission, the Marshal's Office of the Judicial Department or common
 7 carrier railroad the primary duty of which, as prescribed by law, ordinance or directive, is one or
 8 more of the following:

9 (A) Detecting crime and enforcing the criminal laws of this state or laws or ordinances relating
 10 to airport security;

11 (B) The custody, control or supervision of individuals convicted of or arrested for a criminal
 12 offense and confined to a place of incarceration or detention other than a place used exclusively for
 13 incarceration or detention of juveniles; or

14 (C) The control, supervision and reformation of adult offenders placed on parole or sentenced
 15 to probation and investigation of adult offenders on parole or probation or being considered for
 16 parole or probation;

17 (b) A police force or organization of a private entity with a population of more than 1,000 resi-
 18 dents in an unincorporated area the employees of which are commissioned by a county sheriff;

19 (c) A district attorney's office;

20 (d) The Oregon Liquor and Cannabis Commission with regard to regulatory specialists; or

21 (e) A humane investigation agency as defined in ORS 181A.340.

22 [(13)] (14) "Parole and probation officer" means:

23 (a) An officer who is employed full-time by the Department of Corrections, a county or a court
 24 and who is charged with and performs the duty of:

25 (A) Community protection by controlling, investigating, supervising and providing or making
 26 referrals to reformative services for adult parolees or probationers or offenders on post-prison
 27 supervision; or

28 (B) Investigating adult offenders on parole or probation or being considered for parole or pro-
 29 bation;

30 (b) An officer who:

31 (A) Is certified and has been employed as a full-time parole and probation officer for more than
 32 one year;

33 (B) Is employed part-time by the Department of Corrections, a county or a court; and

34 (C) Is charged with and performs the duty of:

35 (i) Community protection by controlling, investigating, supervising and providing or making re-
 36 ferrals to reformative services for adult parolees or probationers or offenders on post-prison super-
 37 vision; or

38 (ii) Investigating adult offenders on parole or probation or being considered for parole or pro-
 39 bation; or

40 (c) An officer who is certified as a parole and probation officer and is employed full-time by the
 41 State Board of Parole and Post-Prison Supervision.

42 [(14)] (15) "Police officer" means:

43 (a) An officer, member or employee of a law enforcement unit employed full-time as a peace of-
 44 ficer who is:

45 (A) Commissioned by a city, port, school district, mass transit district, county, county service

1 district authorized to provide law enforcement services under ORS 451.010, tribal government as
 2 defined in ORS 181A.940, the Criminal Justice Division of the Department of Justice, the Oregon
 3 State Lottery Commission, a university that has established a police department under ORS 352.121
 4 or 353.125, the Governor or the Department of State Police; and

5 (B) Responsible for enforcing the criminal laws of this state or laws or ordinances relating to
 6 airport security;

7 (b) An investigator of a district attorney's office if the investigator is or has been certified as
 8 a peace officer in this or another state;

9 (c) A humane special agent commissioned under ORS 181A.340;

10 (d) A judicial marshal appointed under ORS 1.177 who is trained pursuant to ORS 181A.540; or

11 (e) An authorized tribal police officer as defined in ORS 181A.940.

12 [(15)] (16) "Public or private safety agency" means a unit of state or local government, a special
 13 purpose district or a private firm that provides, or has authority to provide, fire fighting, police,
 14 ambulance or emergency medical services.

15 [(16)] (17) "Public safety personnel" and "public safety officer" include corrections officers,
 16 youth correction officers, emergency medical dispatchers, parole and probation officers, police offi-
 17 cers, certified reserve officers, reserve officers, telecommunicators, regulatory specialists and fire
 18 service professionals.

19 [(17)] (18) "Regulatory specialist" has the meaning given that term in ORS 471.001.

20 [(18)] (19) "Reserve officer" means an officer or member of a law enforcement unit who is:

21 (a) A volunteer or employed less than full-time as a peace officer commissioned by a city, port,
 22 school district, mass transit district, county, county service district authorized to provide law
 23 enforcement services under ORS 451.010, tribal government as defined in ORS 181A.940, the Crimi-
 24 nal Justice Division of the Department of Justice, the Oregon State Lottery Commission, a univer-
 25 sity that has established a police department under ORS 352.121 or 353.125, the Governor or the
 26 Department of State Police;

27 (b) Armed with a firearm; and

28 (c) Responsible for enforcing the criminal laws and traffic laws of this state or laws or ordi-
 29 nances relating to airport security.

30 [(19)] (20) "Telecommunicator" means a person employed as an emergency communications
 31 worker [as defined in ORS 243.736] or a public safety dispatcher whose primary duties are receiving,
 32 processing and transmitting public safety information received through the emergency communi-
 33 cations system as defined in ORS 403.105.

34 [(20)] (21) "Youth correction officer" means an employee of the Oregon Youth Authority who is
 35 charged with and primarily performs the duty of custody, control or supervision of adjudicated
 36 youths confined in a youth correction facility.

37 **SECTION 12.** ORS 181A.490 is amended to read:

38 181A.490. (1) Except for a person who has requested and obtained an extension from the De-
 39 partment of Public Safety Standards and Training pursuant to subsection (2) of this section, a person
 40 may not be employed as a police officer, or utilized as a certified reserve officer, by a law enforce-
 41 ment unit for more than 18 months unless the person:

42 (a)(A) Is a citizen of the United States; or

43 (B) Is a nonimmigrant legally admitted to the United States under a Compact of Free Associ-
 44 ation; and

45 (b) Has been certified as being qualified as a police officer or certified reserve officer under the

1 provisions of ORS 181A.355 to 181A.689 and the certification has not lapsed or been revoked pur-
 2 suant to ORS 181A.630, 181A.640 and 181A.650 (1) and not been reissued under ORS 181A.650 (2).

3 (2) The department, upon the facts contained in an affidavit accompanying the request for an
 4 extension, may find good cause for failure to obtain certification within the time period described
 5 in subsection (1) of this section. If the department finds that there is good cause for failure to timely
 6 obtain certification, the department may extend for up to one year the period that a person may
 7 serve as a police officer or reserve officer without certification. The grant or denial of an extension
 8 is within the sole discretion of the department.

9 (3) Except as provided in subsection (4) of this section, a person employed as a police officer
 10 by a law enforcement unit shall commence the training necessary for certification under ORS
 11 181A.355 to 181A.689 at an academy operated by the department not later than the 90th day after
 12 the date of the officer’s employment by the law enforcement unit.

13 (4) A law enforcement unit may delay the commencement of training of a police officer for up
 14 to 120 days from the date of the officer’s employment when it considers the delay necessary. When
 15 a law enforcement unit delays commencement of a police officer’s training under this subsection, the
 16 law enforcement unit shall file a written statement of the law enforcement unit’s reasons with the
 17 department.

18 (5) When a delay in the commencement of training necessary for certification under ORS
 19 181A.355 to 181A.689 at an academy operated by the department is caused by the inability of the
 20 department, for any reason, to provide that training, the period of the delay may not be counted as
 21 part of the periods set forth in subsections (3) and (4) of this section within which the training must
 22 be commenced.

23 (6) A person utilized as a certified reserve officer by a law enforcement unit must complete the
 24 training necessary for certification under ORS 181A.355 to 181A.689 at a site approved by the de-
 25 partment.

26 (7) Notwithstanding any other provision of law, the law enforcement unit described in ORS
 27 181A.355 [(12)(e)] (13)(e) shall bear the expense of training necessary for certification under ORS
 28 181A.355 to 181A.689.

29 **SECTION 13.** ORS 181A.708, as amended by section 3, chapter 40, Oregon Laws 2022, is
 30 amended to read:

31 181A.708. (1) As used in this section:

32 (a) “Crowd management” means a public security practice in which crowds are managed to
 33 prevent the outbreak of crowd crushes, affrays, fights or riots, or in which an assembly, protest or
 34 demonstration is dispersed.

35 (b)(A) “Handheld chemical incapacitant” means the following, together or separately:

36 (i) Handheld munitions and devices specifically designed to cause temporary pain, temporary
 37 irritation, temporary disruption of vital processes, temporary incapacitation, temporary disability or
 38 permanent harm through the toxic properties of toxic chemicals, or their precursors, that would be
 39 released as a result of the employment of the handheld munitions and devices; and

40 (ii) Any equipment specifically designed for use directly in connection with the employment of
 41 handheld munitions and devices as described in sub-subparagraph (i) of this subparagraph.

42 (B) “Handheld chemical incapacitant” does not include tear gas.

43 (c) “Key component of a binary or multicomponent chemical system” means the precursor that
 44 plays the most important role in determining the toxic properties of the final product and that reacts
 45 rapidly with other chemicals in a binary or multicomponent system.

1 (d) “Kinetic impact projectile” means all nonlethal, less-lethal or semilethal projectiles, includ-
 2 ing but not limited to rubber and plastic bullets, beanbag rounds, sponge rounds and pellet rounds.

3 (e) “Law enforcement agency” means the Department of State Police, the Department of Justice,
 4 a district attorney, a political subdivision of the State of Oregon, a municipal corporation of the
 5 State of Oregon and a university, that maintains a law enforcement unit as defined in ORS 181A.355
 6 [(12)(a)(A)] (13)(a)(A).

7 (f) “Precursor” means any chemical reactant that takes part at any stage in the production by
 8 whatever method of a toxic chemical, including any key component of a binary or multicomponent
 9 chemical system.

10 (g) “Tear gas” means oleoresin capsicum or orthochlorobenzalmalonitrile, or other similar
 11 chemicals meant to accomplish the same effect, administered by any shell, cartridge or bomb capable
 12 of being discharged or exploded, when the discharge or explosion will cause or permit the release
 13 or emission of the chemicals.

14 (h) “Toxic chemical” means any chemical that through its chemical action on biological pro-
 15 cesses can cause death, temporary pain, temporary irritation, temporary disruption of vital pro-
 16 cesses, temporary incapacitation, temporary disability or permanent harm to humans or animals.

17 (2) A law enforcement agency may not use a handheld chemical incapacitant for crowd man-
 18 agement.

19 (3) A law enforcement agency may not use tear gas for crowd management except when:

20 (a) The use is objectively reasonable by law enforcement to:

21 (A) Defend against a threat to life or serious bodily injury to any individual, including any peace
 22 officer; or

23 (B) Bring an objectively dangerous and unlawful situation safely and effectively under control;

24 (b) A commanding officer authorizes the use of tear gas;

25 (c) De-escalation techniques or other alternatives to force have been attempted, when reason-
 26 able, and failed; and

27 (d) The law enforcement agency has done the following, in the following order:

28 (A) Announced the agency’s intent to use tear gas;

29 (B) Allowed sufficient time for individuals to evacuate the area; and

30 (C) Announced a second time, immediately before using the tear gas, the agency’s intent to use
 31 tear gas.

32 (4)(a) A law enforcement agency may not use a kinetic impact projectile for crowd management.

33 (b) A law enforcement agency may not discharge a kinetic impact projectile in a manner that
 34 intentionally targets the head of a person, except against an individual engaged in conduct other-
 35 wise justifying the use of deadly physical force by a peace officer under ORS 161.242.

36 (5) This section does not prohibit a law enforcement agency or a peace officer from using a
 37 handheld chemical incapacitant or kinetic impact projectile against an individual engaged in con-
 38 duct otherwise justifying the use of physical force under ORS 161.195 to 161.275.

39 (6) A law enforcement agency, when it is safe and possible to do so, shall minimize the incidental
 40 impact of the agency’s use of handheld chemical incapacitants, tear gas and kinetic impact
 41 projectiles on bystanders, medical personnel, journalists and other unintended targets.

42 (7) When handheld chemical incapacitants, tear gas or kinetic impact projectiles are used in a
 43 crowd by a law enforcement agency, the agency shall make efforts to notify emergency rooms in the
 44 vicinity of the type of handheld chemical incapacitants, tear gas or kinetic impact projectiles used.

45 (8) A law enforcement agency shall adopt policies requiring the cleanup of visible debris caused

1 by the use of tear gas and kinetic impact projectiles within a reasonable time of the use of tear gas
 2 and kinetic impact projectiles.

3 (9) A law enforcement agency may not use electronically amplified noise-producing equipment
 4 for crowd management except for announcements or to facilitate movement of an emergency vehicle
 5 as allowed or required by ORS 820.300 or any other provision of law. Whenever possible, a law
 6 enforcement agency shall provide announcements for purposes of crowd management both audibly
 7 and visually.

8 (10) When using handheld chemical incapacitants, tear gas, kinetic impact projectiles or elec-
 9 tronically amplified noise-producing equipment in compliance with this section, and when it is pos-
 10 sible to do so safely, a law enforcement agency:

11 (a) Shall attempt to take injured persons to safety or allow injured persons to seek medical help.

12 (b) May not prevent emergency medical services from reaching injured persons.

13 (c) Shall take reasonable action to accommodate disabilities when issuing or enforcing orders
 14 to disperse.

15 (11) This section does not prohibit a law enforcement agency from adopting more stringent pol-
 16 icies than are required by this section for the use of chemical incapacitants, tear gas, kinetic impact
 17 projectiles and electronically amplified noise-producing equipment.

18 (12) A law enforcement agency shall inform federal law enforcement agencies of the require-
 19 ments of this section.

20 **SECTION 14.** ORS 181A.710, as amended by section 4, chapter 40, Oregon Laws 2022, is
 21 amended to read:

22 181A.710. (1) As used in this section, “law enforcement agency” means the Department of State
 23 Police, the Department of Justice, a district attorney, a political subdivision of the State of Oregon,
 24 a municipal corporation of the State of Oregon and a university, that maintains a law enforcement
 25 unit as defined in ORS 181A.355 [(12)(a)(A)] **(13)(a)(A)**.

26 (2) A law enforcement agency or a person acting on behalf of a law enforcement agency may
 27 not:

28 (a) Use a proxy law enforcement agency to use crowd management measures that a court or
 29 statute has barred the law enforcement agency from using.

30 (b) Act in concert with another law enforcement agency to engage in misconduct barred by a
 31 court order or statute.

32 (3) Intentional violation of this section constitutes official misconduct in the second degree un-
 33 der ORS 162.405.

34 **SECTION 15.** ORS 181A.775 is amended to read:

35 181A.775. As used in ORS 181A.775 to 181A.805:

36 (1) “Employ,” when used in the context of the relationship between a law enforcement agency
 37 and a police officer, includes the assignment of law enforcement duties on a volunteer basis to a
 38 reserve officer.

39 (2) “Law enforcement agency” means the Department of State Police, the Department of Justice,
 40 a district attorney, a political subdivision of the State of Oregon, a municipal corporation of the
 41 State of Oregon, a tribal government and a university, that maintains a law enforcement unit as
 42 defined in ORS 181A.355 [(12)(a)(A)] **(13)(a)(A)**.

43 (3) “Police officer” means a person who is:

44 (a) A police officer or reserve officer as defined in ORS 181A.355; and

45 (b) Employed by a law enforcement agency to enforce the criminal laws of this state.

1 (4) "Tribal government" means a tribal government as defined in ORS 181A.940:

2 (a) With land that is contiguous to the county in which the deadly physical force planning au-
3 thority is created; and

4 (b) That has adopted the provision of tribal law described in ORS 181A.942 (1)(d)(C)(i).

5 **SECTION 16.** ORS 238.005 is amended to read:

6 238.005. For purposes of this chapter:

7 (1) "Active member" means a member who is presently employed by a participating public em-
8 ployer in a qualifying position and who has completed the six-month period of service required by
9 ORS 238.015.

10 (2) "Annuity" means payments for life derived from contributions made by a member as provided
11 in this chapter.

12 (3) "Board" means the Public Employees Retirement Board.

13 (4) "Calendar year" means 12 calendar months commencing on January 1 and ending on De-
14 cember 31 following.

15 (5) "Continuous service" means service not interrupted for more than five years, except that
16 such continuous service shall be computed without regard to interruptions in the case of:

17 (a) An employee who had returned to the service of the employer as of January 1, 1945, and
18 who remained in that employment until having established membership in the Public Employees
19 Retirement System.

20 (b) An employee who was in the armed services on January 1, 1945, and returned to the service
21 of the employer within one year of the date of being otherwise than dishonorably discharged and
22 remained in that employment until having established membership in the Public Employees Retire-
23 ment System.

24 (6) "Creditable service" means any period of time during which an active member is being paid
25 a salary by a participating public employer and for which benefits under this chapter are funded by
26 employer contributions and earnings on the fund. For purposes of computing years of "creditable
27 service," full months and major fractions of a month shall be considered to be one-twelfth of a year
28 and shall be added to all full years. "Creditable service" includes all retirement credit received by
29 a member.

30 (7) "Earliest service retirement age" means the age attained by a member when the member
31 could first make application for retirement under the provisions of ORS 238.280.

32 (8) "Employee" means a person who performs services for a participating public employer, in-
33 cluding persons considered employees of a participating public employer under 26 U.S.C. 3121(d)(2),
34 as in effect on December 31, 2019, and public officers. "Employee" does not include:

35 (a) Persons engaged as independent contractors.

36 (b) Seasonal, emergency or casual workers whose periods of employment with any public em-
37 ployer or public employers do not total 600 hours in any calendar year.

38 (c) Persons provided sheltered employment or made-work by a public employer in an employment
39 or industries program maintained for the benefit of such persons.

40 (d) Persons employed and paid from federal funds received under a federal program intended
41 primarily to alleviate unemployment. However, any such person shall be considered an "employee"
42 if not otherwise excluded by paragraphs (a) to (c) of this subsection and the public employer elects
43 to have the person so considered by an irrevocable written notice to the board.

44 (e) Persons who are employees of a railroad, as defined in ORS 824.020, and who, as such em-
45 ployees, are included in a retirement plan under federal railroad retirement statutes. This paragraph

1 shall be deemed to have been in effect since the inception of the system.

2 (f) Persons employed in positions classified as post-doctoral scholar positions by a public uni-
3 versity listed in ORS 352.002, or by the Oregon Health and Science University, under ORS 350.370.

4 (9) "Final average salary" means whichever of the following is greater:

5 (a) The average salary per calendar year paid by one or more participating public employers to
6 an employee who is an active member of the system in three of the calendar years of membership
7 before the effective date of retirement of the employee, in which three years the employee was paid
8 the highest salary. The three calendar years in which the employee was paid the largest total salary
9 may include calendar years in which the employee was employed for less than a full calendar year.
10 If the number of calendar years of active membership before the effective date of retirement of the
11 employee is three or fewer, the final average salary for the employee is the average salary per cal-
12 endar year paid by one or more participating public employers to the employee in all of those years,
13 without regard to whether the employee was employed for the full calendar year.

14 (b) One-third of the total salary paid by a participating public employer to an employee who is
15 an active member of the system in the last 36 calendar months of active membership before the ef-
16 fective date of retirement of the employee.

17 (10) "Firefighter" does not include a volunteer firefighter, but does include:

18 (a) The State Fire Marshal, the chief deputy fire marshal and deputy state fire marshals;

19 (b) An employee of the State Fire Marshal whose primary duties include fire investigation, fire
20 prevention, fire safety, fire control or fire suppression;

21 (c) An employee of the State Forestry Department who is certified by the State Forester as a
22 professional wildland firefighter and whose primary duties include the abatement of uncontrolled
23 fires as described in ORS 477.064; and

24 (d) An employee of the Oregon Military Department whose primary duties include fighting
25 structural, aircraft, wildland or other fires.

26 (11) "Fiscal year" means 12 calendar months commencing on July 1 and ending on June 30 fol-
27 lowing.

28 (12) "Fund" means the Public Employees Retirement Fund.

29 (13) "Inactive member" means a member who is not employed in a qualifying position, whose
30 membership has not been terminated in the manner described by ORS 238.095 and who is not retired
31 for service or disability.

32 (14) "Institution of higher education" means a public university listed in ORS 352.002, the
33 Oregon Health and Science University and a community college, as defined in ORS 341.005.

34 (15) "Member" means a person who has established membership in the system and whose mem-
35 bership has not been terminated as described in ORS 238.095. "Member" includes active, inactive
36 and retired members.

37 (16) "Member account" means the regular account and the variable account.

38 (17) "Normal retirement age" means:

39 (a) For a person who establishes membership in the system before January 1, 1996, as described
40 in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or firefighter
41 or 58 years of age if the employee retires at that age as other than a police officer or firefighter.

42 (b) For a person who establishes membership in the system on or after January 1, 1996, as de-
43 scribed in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or
44 firefighter or 60 years of age if the employee retires at that age as other than a police officer or
45 firefighter.

1 (18) "Pension" means annual payments for life derived from contributions by one or more public
2 employers.

3 (19) "Police officer" includes:

4 (a) Employees of institutions defined in ORS 421.005 as Department of Corrections institutions
5 whose duties, as assigned by the Director of the Department of Corrections, include the custody of
6 persons committed to the custody of or transferred to the Department of Corrections and employees
7 of the Department of Corrections who were classified as police officers on or before July 27, 1989,
8 whether or not such classification was authorized by law.

9 (b) Employees of the Department of State Police who are classified as police officers by the
10 Superintendent of State Police.

11 (c) Employees of the Oregon Liquor and Cannabis Commission who are classified as regulatory
12 specialists by the administrator of the commission.

13 (d) Sheriffs and those deputy sheriffs or other employees of a sheriff whose duties, as classified
14 by the sheriff, are the regular duties of police officers or corrections officers.

15 (e) Police chiefs and police personnel of a city who are classified as police officers by the
16 council or other governing body of the city.

17 (f) Police officers who are commissioned by a university under ORS 352.121 or 353.125 and who
18 are classified as police officers by the university.

19 (g) Parole and probation officers employed by the Department of Corrections, parole and pro-
20 bation officers who are transferred to county employment under ORS 423.549 and adult parole and
21 probation officers, as defined in ORS 181A.355, who are classified as police officers for the purposes
22 of this chapter by the county governing body. If a county classifies adult parole and probation offi-
23 cers as police officers for the purposes of this chapter, and the employees so classified are repres-
24 ented by a labor organization, any proposal by the county to change that classification or to cease
25 to classify adult parole and probation officers as police officers for the purposes of this chapter is
26 a mandatory subject of bargaining.

27 (h) Police officers appointed under ORS 276.021 or 276.023.

28 (i) Employees of the Port of Portland who are classified as airport police by the Board of Com-
29 missioners of the Port of Portland.

30 (j) Employees of the State Department of Agriculture who are classified as livestock police of-
31 ficers by the Director of Agriculture.

32 (k) Employees of the Department of Public Safety Standards and Training who are classified by
33 the department as other than secretarial or clerical personnel.

34 (L) Investigators of the Criminal Justice Division of the Department of Justice.

35 (m) Corrections officers as defined in ORS 181A.355.

36 (n) Employees of the Oregon State Lottery Commission who are classified by the Director of the
37 Oregon State Lottery as enforcement agents pursuant to ORS 461.110.

38 (o) The Director of the Department of Corrections.

39 (p) An employee who for seven consecutive years has been classified as a police officer as de-
40 fined by this section, and who is employed or transferred by the Department of Corrections to fill
41 a position designated by the Director of the Department of Corrections as being eligible for police
42 officer status.

43 (q) An employee of the Department of Corrections classified as a police officer on or prior to
44 July 27, 1989, whether or not that classification was authorized by law, as long as the employee
45 remains in the position held on July 27, 1989. The initial classification of an employee under a sys-

1 tem implemented pursuant to ORS 240.190 does not affect police officer status.

2 (r) Employees of a school district who are appointed and duly sworn members of a law
3 enforcement agency of the district as provided in ORS 332.531 or otherwise employed full-time as
4 police officers commissioned by the district.

5 (s) Employees at youth correction facilities and juvenile detention facilities under ORS 419A.050,
6 419A.052 and 420.005 to 420.915 who are required to hold valid Oregon teaching licenses and who
7 have supervisory, control or teaching responsibilities over juveniles committed to the custody of the
8 Department of Corrections or the Oregon Youth Authority.

9 (t) Employees at youth correction facilities as defined in ORS 420.005 whose primary job de-
10 scription involves the custody, control, treatment, investigation or supervision of juveniles placed
11 in such facilities.

12 (u) Employees of the Oregon Youth Authority who are classified as juvenile parole and pro-
13 bation officers.

14 (v) Employees of the Department of Human Services [*who are prohibited from striking under*
15 *ORS 243.726 and*] whose duties include the care of residents of residential facilities, as defined in
16 ORS 443.400, that house individuals with intellectual or developmental disabilities.

17 (w) Employees appointed as judicial marshals under ORS 1.177 who are certified under ORS
18 181A.540.

19 (20) "Prior service credit" means credit provided under ORS 238.442 or under ORS 238.225 (2)
20 to (6) (1999 Edition).

21 (21) "Public employer" means the state, one of its agencies or any city, county, municipal or
22 public corporation, political subdivision of the state or instrumentality thereof, or an agency created
23 by one or more such governmental organizations to provide governmental services. For purposes of
24 this chapter, such agency created by one or more governmental organizations is a governmental
25 instrumentality and a legal entity with power to enter into contracts, hold property and sue and be
26 sued.

27 (22) "Qualifying position" means one or more jobs with one or more participating public em-
28 ployers in which an employee performs 600 or more hours of service in a calendar year, excluding
29 any service in a job for which a participating public employer does not provide benefits under this
30 chapter pursuant to an application made under ORS 238.035.

31 (23) "Regular account" means the account established for each active and inactive member un-
32 der ORS 238.250.

33 (24) "Retired member" means a member who is retired for service or disability.

34 (25) "Retirement credit" means a period of time that is treated as creditable service for the
35 purposes of this chapter.

36 (26)(a) "Salary" means the remuneration paid an employee in cash out of the funds of a public
37 employer in return for services to the employer, plus the monetary value, as determined by the
38 Public Employees Retirement Board, of whatever living quarters, board, lodging, fuel, laundry and
39 other advantages the employer furnishes the employee in return for services.

40 (b) "Salary" includes but is not limited to:

41 (A) Payments of employee and employer money into a deferred compensation plan, which are
42 deemed salary paid in each month of deferral;

43 (B) The amount of participation in a tax-sheltered or deferred annuity, which is deemed salary
44 paid in each month of participation;

45 (C) Retroactive payments described in ORS 238.008; and

1 (D) Wages of a deceased member paid to a surviving spouse or dependent children under ORS
2 652.190.

3 (c) "Salary" or "other advantages" does not include:

4 (A) Travel or any other expenses incidental to employer's business which is reimbursed by the
5 employer;

6 (B) Payments for insurance coverage by an employer on behalf of employee or employee and
7 dependents, for which the employee has no cash option;

8 (C) Payments made on account of an employee's death;

9 (D) Any lump sum payment for accumulated unused sick leave;

10 (E) Any accelerated payment of an employment contract for a future period or an advance
11 against future wages;

12 (F) Any retirement incentive, retirement severance pay, retirement bonus or retirement
13 gratuitous payment;

14 (G) Payments for periods of leave of absence after the date the employer and employee have
15 agreed that no future services qualifying pursuant to ORS 238.015 (3) will be performed, except for
16 sick leave and vacation;

17 (H) Payments for instructional services rendered to public universities listed in ORS 352.002 or
18 the Oregon Health and Science University when such services are in excess of full-time employment
19 subject to this chapter. A person employed under a contract for less than 12 months is subject to
20 this subparagraph only for the months to which the contract pertains;

21 (I) Payments made by an employer for insurance coverage provided to a domestic partner of an
22 employee;

23 (J) Compensation described and authorized under ORS 341.556 that is not paid by the community
24 college employing the faculty member;

25 (K) Compensation described and authorized under ORS 352.232 that is not paid by the public
26 university employing the officer or employee;

27 (L) Compensation described and authorized under ORS 353.270 that is not paid by Oregon Health
28 and Science University; or

29 (M) For years beginning on or after January 1, 2020, any amount in excess of \$195,000 for a
30 calendar year. If any period over which salary is determined is less than 12 months, the \$195,000
31 limitation for that period shall be multiplied by a fraction, the numerator of which is the number
32 of months in the determination period and the denominator of which is 12. On January 1 of each
33 year, the board shall adjust the dollar limit provided by this subparagraph to reflect any percentage
34 changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as pub-
35 lished by the Bureau of Labor Statistics of the United States Department of Labor.

36 (27) "School year" means the period beginning July 1 and ending June 30 next following.

37 (28) "System" means the Public Employees Retirement System.

38 (29) "Variable account" means the account established for a member who participates in the
39 Variable Annuity Account under ORS 238.260.

40 (30) "Vested" means being an active member of the system in each of five calendar years.

41 (31) "Volunteer firefighter" means a firefighter whose position normally requires less than 600
42 hours of service per year.

43 **SECTION 17. ORS 243.732, 243.736 and 243.738 are repealed.**