

SENATE AMENDMENTS TO SENATE BILL 1567

By COMMITTEE ON JUDICIARY

February 18

1 On page 1 of the printed bill, delete lines 5 through 26 and delete pages 2 through 8.

2 On page 9, delete lines 1 through 36 and insert:

3 “**SECTION 1.** ORS 243.706 is amended to read:

4 “243.706. (1) A public employer may enter into a written agreement with the exclusive repre-
5 sentative of an appropriate bargaining unit setting forth a grievance procedure culminating in
6 binding arbitration or any other dispute resolution process agreed to by the parties. As a condition
7 of enforceability, any arbitration award that orders the reinstatement of a public employee or oth-
8 erwise relieves the public employee of responsibility for misconduct shall comply with public policy
9 requirements as clearly defined in statutes or judicial decisions including but not limited to policies
10 respecting sexual harassment or sexual misconduct, unjustified and egregious use of physical or
11 deadly force and serious criminal misconduct, related to work. In addition, with respect to claims
12 that a grievant should be reinstated or otherwise relieved of responsibility for misconduct based
13 upon the public employer’s alleged previous differential treatment of employees for the same or
14 similar conduct, the arbitration award must conform to the following principles:

15 “(a) Some misconduct is so egregious that no employee can reasonably rely on past treatment
16 for similar offenses as a justification or defense to discharge or other discipline.

17 “(b) Public managers have a right to change disciplinary policies at any time, notwithstanding
18 prior practices, if such managers give reasonable advance notice to affected employees and the
19 change does not otherwise violate a collective bargaining agreement.

20 “(2) In addition to subsection (1) of this section, a public employer may enter into a written
21 agreement with the exclusive representative of its employees providing that a labor dispute over
22 conditions and terms of a contract may be resolved through binding arbitration.

23 “**(3) Notwithstanding subsection (1) of this section, when an arbitration proceeding in-**
24 **volves alleged misconduct by a sworn law enforcement officer of any law enforcement**
25 **agency, as those terms are defined in ORS 131.930, and the arbitrator makes a finding that**
26 **misconduct has occurred consistent with the law enforcement agency’s finding of miscon-**
27 **duct, the arbitration award may not order any disciplinary action that differs from the dis-**
28 **ciplinary action imposed by the agency, if the disciplinary action imposed by the agency is**
29 **consistent with the provisions of a discipline guide or discipline matrix adopted by the agency**
30 **as a result of collective bargaining and incorporated into the agency’s disciplinary policies.**

31 “[~~(3)~~] (4) In an arbitration proceeding under this section, the arbitrators, or a majority of the
32 arbitrators, may:

33 “(a) Issue subpoenas on their own motion or at the request of a party to the proceeding to:

34 “(A) Compel the attendance of a witness properly served by either party; and

35 “(B) Require from either party the production of books, papers and documents the arbitrators

1 find are relevant to the proceeding;

2 “(b) Administer oaths or affirmations to witnesses; and

3 “(c) Adjourn a hearing from day to day, or for a longer time, and from place to place.

4 “[4] (5) The arbitrators shall promptly provide a copy of a subpoena issued under this section
5 to each party to the arbitration proceeding.

6 “[5] (6) The arbitrators issuing a subpoena under this section may rule on objections to the
7 issuance of the subpoena.

8 “[6] (7) If a person fails to comply with a subpoena issued under this section or if a witness
9 refuses to testify on a matter on which the witness may be lawfully questioned, the party who re-
10 quested the subpoena or seeks the testimony may apply to the arbitrators for an order authorizing
11 the party to apply to the circuit court of any county to enforce the subpoena or compel the testi-
12 mony. On the application of the attorney of record for the party or on the application of the
13 arbitrators, or a majority of the arbitrators, the court may require the person or witness to show
14 cause why the person or witness should not be punished for contempt of court to the same extent
15 and purpose as if the proceedings were pending before the court.

16 “[7] (8) Witnesses appearing pursuant to subpoena, other than parties or officers or employees
17 of the public employer, shall receive fees and mileage as prescribed by law for witnesses in ORS
18 44.415 (2).

19 “(9) As used in this section:

20 “(a) **‘Discipline guide’ means a grid that is designed to provide parameters for the level**
21 **of discipline to be imposed for an act of misconduct that is categorized by the severity of the**
22 **misconduct and take into account the presumptive level of discipline for the misconduct and**
23 **any aggravating or mitigating factors.**

24 “(b) **‘Discipline matrix’ means a grid used to determine the level of discipline to be im-**
25 **posed for an act of misconduct that is categorized by the severity of the misconduct, ac-**
26 **ording to the intersection where the category of misconduct and the level of disciplinary**
27 **action meet.**

28 “**SECTION 2.** ORS 243.650 is amended to read:

29 “243.650. As used in ORS 243.650 to 243.806, unless the context requires otherwise:

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

37 “(2) ‘Board’ means the Employment Relations Board.

38 “(3) ‘Certification’ means official recognition by the board that a labor organization is the ex-
39 clusive representative for all of the employees in the appropriate bargaining unit.

40 “(4) ‘Collective bargaining’ means the performance of the mutual obligation of a public employer
41 and the representative of its employees to meet at reasonable times and confer in good faith with
42 respect to employment relations for the purpose of negotiations concerning mandatory subjects of
43 bargaining, to meet and confer in good faith in accordance with law with respect to any dispute
44 concerning the interpretation or application of a collective bargaining agreement, and to execute
45 written contracts incorporating agreements that have been reached on behalf of the public employer

1 and the employees in the bargaining unit covered by such negotiations. The obligation to meet and
2 negotiate does not compel either party to agree to a proposal or require the making of a concession.
3 This subsection may not be construed to prohibit a public employer and a certified or recognized
4 representative of its employees from discussing or executing written agreements regarding matters
5 other than mandatory subjects of bargaining that are not prohibited by law as long as there is mu-
6 tual agreement of the parties to discuss these matters, which are permissive subjects of bargaining.

7 “(5) ‘Compulsory arbitration’ means the procedure whereby parties involved in a labor dispute
8 are required by law to submit their differences to a third party for a final and binding decision.

9 “(6) ‘Confidential employee’ means one who assists and acts in a confidential capacity to a per-
10 son who formulates, determines and effectuates management policies in the area of collective bar-
11 gaining.

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

15 “(b) ‘Employment relations’ does not include subjects determined to be permissive, nonmanda-
16 tory subjects of bargaining by the Employment Relations Board prior to June 6, 1995.

17 “(c) After June 6, 1995, ‘employment relations’ does not include subjects that the Employment
18 Relations Board determines to have a greater impact on management’s prerogative than on employee
19 wages, hours, or other terms and conditions of employment.

20 “(d) ‘Employment relations’ does not include subjects that have an insubstantial or de minimis
21 effect on public employee wages, hours, and other terms and conditions of employment.

22 “(e) For school district bargaining, ‘employment relations’ excludes class size, the school or ed-
23 ucational calendar, standards of performance or criteria for evaluation of teachers, the school cur-
24 riculum, reasonable dress, grooming and at-work personal conduct requirements respecting smoking,
25 gum chewing and similar matters of personal conduct, the standards and procedures for student
26 discipline, the time between student classes, the selection, agendas and decisions of 21st Century
27 Schools Councils established under ORS 329.704, requirements for expressing milk under ORS
28 653.077, and any other subject proposed that is permissive under paragraphs (b), (c) and (d) of this
29 subsection.

30 “(f) For employee bargaining involving employees covered by ORS 243.736 and employees of the
31 Department of Corrections who have direct contact with adults in custody, ‘employment relations’
32 includes safety issues that have an impact on the on-the-job safety of the employees or staffing levels
33 that have a significant impact on the on-the-job safety of the employees.

34 “(g) **For employee bargaining involving sworn law enforcement officers of a law enforce-**
35 **ment agency, as those terms are defined in ORS 131.930, ‘employment relations’ includes the**
36 **development of a discipline guide or discipline matrix as those terms are defined in ORS**
37 **243.706.**

38 “[g] (h) For all other employee bargaining except school district bargaining and except as
39 provided in paragraph (f) of this subsection, ‘employment relations’ excludes staffing levels and
40 safety issues (except those staffing levels and safety issues that have a direct and substantial effect
41 on the on-the-job safety of public employees), scheduling of services provided to the public, deter-
42 mination of the minimum qualifications necessary for any position, criteria for evaluation or per-
43 formance appraisal, assignment of duties, workload when the effect on duties is insubstantial,
44 reasonable dress, grooming, and at-work personal conduct requirements respecting smoking, gum
45 chewing, and similar matters of personal conduct at work, and any other subject proposed that is

1 permissive under paragraphs (b), (c) and (d) of this subsection.

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

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

8 “(10) ‘Fair-share agreement’ means an agreement between the public employer and the recog-
9 nized or certified bargaining representative of public employees whereby employees who are not
10 members of the employee organization are required to make an in-lieu-of-dues payment to an em-
11 ployee organization except as provided in ORS 243.666. Upon the filing with the board of a petition
12 by 30 percent or more of the employees in an appropriate bargaining unit covered by such union
13 security agreement declaring they desire that the agreement be rescinded, the board shall take a
14 secret ballot of the employees in the unit and certify the results thereof to the recognized or certi-
15 fied bargaining representative and to the public employer. Unless a majority of the votes cast in an
16 election favor the union security agreement, the board shall certify deauthorization of the agree-
17 ment. A petition for deauthorization of a union security agreement must be filed not more than 90
18 calendar days after the collective bargaining agreement is executed. Only one such election may be
19 conducted in any appropriate bargaining unit during the term of a collective bargaining agreement
20 between a public employer and the recognized or certified bargaining representative.

21 “(11) ‘Final offer’ means the proposed contract language and cost summary submitted to the
22 mediator within seven days of the declaration of impasse.

23 “(12) ‘Labor dispute’ means any controversy concerning employment relations or concerning the
24 association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to
25 arrange terms or conditions of employment relations, regardless of whether the disputants stand in
26 the proximate relation of employer and employee.

27 “(13) ‘Labor organization’ means any organization that has as one of its purposes representing
28 employees in their employment relations with public employers.

29 “(14) ‘Last best offer package’ means the offer exchanged by parties not less than 14 days prior
30 to the date scheduled for an interest arbitration hearing.

31 “(15) ‘Legislative body’ means the Legislative Assembly, the city council, the county commission
32 and any other board or commission empowered to levy taxes.

33 “(16) ‘Managerial employee’ means an employee of the State of Oregon or a public university
34 listed in ORS 352.002 who possesses authority to formulate and carry out management decisions or
35 who represents management’s interest by taking or effectively recommending discretionary actions
36 that control or implement employer policy, and who has discretion in the performance of these
37 management responsibilities beyond the routine discharge of duties. A ‘managerial employee’ need
38 not act in a supervisory capacity in relation to other employees. Notwithstanding this subsection,
39 ‘managerial employee’ does not include faculty members at a community college, college or univer-
40 sity.

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

43 “(18) ‘Payment-in-lieu-of-dues’ means an assessment to defray the cost for services by the exclu-
44 sive representative in negotiations and contract administration of all persons in an appropriate
45 bargaining unit who are not members of the organization serving as exclusive representative of the

1 employees. The payment must be equivalent to regular union dues and assessments, if any, or must
2 be an amount agreed upon by the public employer and the exclusive representative of the employees.

3 “(19) ‘Public employee’ means an employee of a public employer but does not include elected
4 officials, persons appointed to serve on boards or commissions, incarcerated persons working under
5 [section 41,] Article I, **section 41**, of the Oregon Constitution, or persons who are confidential em-
6 ployees, supervisory employees or managerial employees.

7 “(20) ‘Public employer’ means the State of Oregon, and the following political subdivisions:
8 Cities, counties, community colleges, school districts, special districts, mass transit districts, metro-
9 politan service districts, public service corporations or municipal corporations and public and
10 quasi-public corporations.

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

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

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

29 “(b) ‘Supervisory employee’ includes a faculty member of a public university listed in ORS
30 352.002 or the Oregon Health and Science University who:

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

33 “(B) Is employed in an administrative position without a reasonable expectation of teaching,
34 research or other scholarly accomplishments.

35 “(c) ‘Supervisory employee’ does not include:

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

38 “(B) A firefighter prohibited from striking by ORS 243.736 who assigns, transfers or directs the
39 work of other employees but does not have the authority to hire, discharge or impose economic
40 discipline on those employees;

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

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

44 “(i) Serves in a rank equivalent to or below the rank of sergeant;

45 “(ii) Is prohibited from striking by ORS 243.736; and

1 “(iii) Assigns, transfers or directs the work of other employees but does not hire, discharge or
2 impose economic discipline on those employees.

3 “(24) ‘Unfair labor practice’ means the commission of an act designated an unfair labor practice
4 in ORS 243.672.

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

7 “**SECTION 3.** ORS 243.650, as amended by section 2, chapter 146, Oregon Laws 2019, is
8 amended to read:

9 “243.650. As used in ORS 243.650 to 243.806, unless the context requires otherwise:

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

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

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

32 “(5) ‘Compulsory arbitration’ means the procedure whereby parties involved in a labor dispute
33 are required by law to submit their differences to a third party for a final and binding decision.

34 “(6) ‘Confidential employee’ means one who assists and acts in a confidential capacity to a per-
35 son who formulates, determines and effectuates management policies in the area of collective bar-
36 gaining.

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

40 “(b) ‘Employment relations’ does not include subjects determined to be permissive, nonmanda-
41 tory subjects of bargaining by the Employment Relations Board prior to June 6, 1995.

42 “(c) After June 6, 1995, ‘employment relations’ does not include subjects that the Employment
43 Relations Board determines to have a greater impact on management’s prerogative than on employee
44 wages, hours, or other terms and conditions of employment.

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1 effect on public employee wages, hours, and other terms and conditions of employment.

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3 ucational calendar, standards of performance or criteria for evaluation of teachers, the school cur-
4 riculum, reasonable dress, grooming and at-work personal conduct requirements respecting smoking,
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6 discipline, the time between student classes, the selection, agendas and decisions of 21st Century
7 Schools Councils established under ORS 329.704, requirements for expressing milk under ORS
8 653.077, and any other subject proposed that is permissive under paragraphs (b), (c) and (d) of this
9 subsection.

10 “(f) For employee bargaining involving employees covered by ORS 243.736 and employees of the
11 Department of Corrections who have direct contact with adults in custody, ‘employment relations’
12 includes safety issues that have an impact on the on-the-job safety of the employees or staffing levels
13 that have a significant impact on the on-the-job safety of the employees.

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15 **ment agency, as those terms are defined in ORS 131.930, ‘employment relations’ includes the**
16 **development of a discipline guide or discipline matrix as those terms are defined in ORS**
17 **243.706.**

18 “[g] (h) For all other employee bargaining except school district bargaining and except as
19 provided in paragraph (f) of this subsection, ‘employment relations’ excludes staffing levels and
20 safety issues (except those staffing levels and safety issues that have a direct and substantial effect
21 on the on-the-job safety of public employees), scheduling of services provided to the public, deter-
22 mination of the minimum qualifications necessary for any position, criteria for evaluation or per-
23 formance appraisal, assignment of duties, workload when the effect on duties is insubstantial,
24 reasonable dress, grooming, and at-work personal conduct requirements respecting smoking, gum
25 chewing, and similar matters of personal conduct at work, and any other subject proposed that is
26 permissive under paragraphs (b), (c) and (d) of this subsection.

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

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

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

1 “(11) ‘Final offer’ means the proposed contract language and cost summary submitted to the
2 mediator within seven days of the declaration of impasse.

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

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

9 “(14) ‘Last best offer package’ means the offer exchanged by parties not less than 14 days prior
10 to the date scheduled for an interest arbitration hearing.

11 “(15) ‘Legislative body’ means the Legislative Assembly, the city council, the county commission
12 and any other board or commission empowered to levy taxes.

13 “(16) ‘Managerial employee’ means an employee of the State of Oregon or a public university
14 listed in ORS 352.002 who possesses authority to formulate and carry out management decisions or
15 who represents management’s interest by taking or effectively recommending discretionary actions
16 that control or implement employer policy, and who has discretion in the performance of these
17 management responsibilities beyond the routine discharge of duties. A ‘managerial employee’ need
18 not act in a supervisory capacity in relation to other employees. Notwithstanding this subsection,
19 ‘managerial employee’ does not include faculty members at a community college, college or univer-
20 sity.

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

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

28 “(19) ‘Public employee’ means an employee of a public employer but does not include elected
29 officials, persons appointed to serve on boards or commissions, incarcerated persons working under
30 [section 41,] Article I, **section 41**, of the Oregon Constitution, or persons who are confidential em-
31 ployees, supervisory employees or managerial employees.

32 “(20) ‘Public employer’ means the State of Oregon, and the following political subdivisions:
33 Cities, counties, community colleges, school districts, special districts, mass transit districts, metro-
34 politan service districts, public service corporations or municipal corporations and public and
35 quasi-public corporations.

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

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

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

9 “(b) ‘Supervisory employee’ includes a faculty member of a public university listed in ORS
10 352.002 or the Oregon Health and Science University who:

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

13 “(B) Is employed in an administrative position without a reasonable expectation of teaching,
14 research or other scholarly accomplishments.

15 “(c) ‘Supervisory employee’ does not include:

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

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

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

23 “(24) ‘Unfair labor practice’ means the commission of an act designated an unfair labor practice
24 in ORS 243.672.

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

27