

House Bill 3119

Sponsored by Representative NEARMAN

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 union security agreements between public employer and union.
Permits public employees to choose not to join union or pay union dues.
Exempts unions from duty to represent public employees who choose not to join union or pay union dues.
Makes conforming changes.

A BILL FOR AN ACT

1
2 Relating to union representation for public employees; creating new provisions; and amending ORS
3 243.650, 243.656, 243.666, 243.670, 243.672, 243.676, 243.682, 243.684, 243.706, 243.726, 243.742,
4 243.746, 243.762, 243.796, 243.798, 243.802, 243.806, 261.345, 329A.430, 410.614, 413.562 and
5 443.733.

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

7 **SECTION 1.** ORS 243.650, as amended by section 2, chapter 18, Oregon Laws 2020 (first special
8 session), is 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 **of union employees** designated by the Em-
11 ployment Relations Board or voluntarily recognized by the public employer to be appropriate for
12 collective bargaining. [*However, an appropriate bargaining unit may not include both academically*
13 *licensed and unlicensed or nonacademically licensed school employees. Academically licensed units may*
14 *include but are not limited to teachers, nurses, counselors, therapists, psychologists, child development*
15 *specialists and similar positions. This limitation does not apply to any bargaining unit certified or re-*
16 *cognized prior to June 6, 1995, or to any school district with fewer than 50 employees.*]

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

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 **union** employees to meet at reasonable times and confer in good faith
22 with respect to employment relations for the purpose of negotiations concerning mandatory subjects
23 of 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 **union** employees from discussing or executing written agreements regarding
30 matters other than mandatory subjects of bargaining that are not prohibited by law as long as there

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 is mutual agreement of the parties to discuss these matters, which are permissive subjects of bar-
2 gaining.

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

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

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

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

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

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

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

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

30 (g) For employee bargaining involving sworn law enforcement officers of a law enforcement
31 agency, as those terms are defined in ORS 131.930, "employment relations" includes the development
32 of a discipline guide or discipline matrix as those terms are defined in ORS 243.706.

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

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

45 (9) "Fact-finding" means identification of the major issues in a particular labor dispute by one

1 or more impartial individuals who review the positions of the parties, resolve factual differences and
2 make recommendations for settlement of the dispute.

3 *[(10) "Fair-share agreement" means an agreement between the public employer and the recognized
4 or certified bargaining representative of public employees whereby employees who are not members of
5 the employee organization are required to make an in-lieu-of-dues payment to an employee organization
6 except as provided in ORS 243.666. Upon the filing with the board of a petition by 30 percent or more
7 of the employees in an appropriate bargaining unit covered by such union security agreement declaring
8 they desire that the agreement be rescinded, the board shall take a secret ballot of the employees in the
9 unit and certify the results thereof to the recognized or certified bargaining representative and to the
10 public employer. Unless a majority of the votes cast in an election favor the union security agreement,
11 the board shall certify deauthorization of the agreement. A petition for deauthorization of a union se-
12 curity agreement must be filed not more than 90 calendar days after the collective bargaining agreement
13 is executed. Only one such election may be conducted in any appropriate bargaining unit during the
14 term of a collective bargaining agreement between a public employer and the recognized or certified
15 bargaining representative.]*

16 *[(11) (10) "Final offer" means the proposed contract language and cost summary submitted to
17 the mediator within seven days of the declaration of impasse.*

18 **(11) "Independent employee" means a public employee who does not consent to join, renew
19 membership in or pay for the services of a labor organization.**

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

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

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

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

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

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

40 *[(18) "Payment-in-lieu-of-dues" means an assessment to defray the cost for services by the exclusive
41 representative in negotiations and contract administration of all persons in an appropriate bargaining
42 unit who are not members of the organization serving as exclusive representative of the employees.
43 The payment must be equivalent to regular union dues and assessments, if any, or must be an amount
44 agreed upon by the public employer and the exclusive representative of the employees.]*

45 *[(19) (18) "Public employee" means an employee of a public employer but does not include*

1 elected officials, persons appointed to serve on boards or commissions, incarcerated persons working
 2 under Article I, section 41, of the Oregon Constitution, or persons who are confidential employees,
 3 supervisory employees or managerial employees.

4 [(20)] (19) "Public employer" means the State of Oregon, and the following political subdivisions:
 5 Cities, counties, community colleges, school districts, special districts, mass transit districts, metro-
 6 politan service districts, public service corporations or municipal corporations and public and
 7 quasi-public corporations.

8 [(21)] (20) "Public employer representative" includes any individual or individuals specifically
 9 designated by the public employer to act in its interests in all matters dealing with employee rep-
 10 resentation, collective bargaining and related issues.

11 [(22)] (21) "Strike" means a public employee's refusal in concerted action with others to report
 12 for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or
 13 his or her absence in whole or in part from the full, faithful or proper performance of his or her
 14 duties of employment, for the purpose of inducing, influencing or coercing a change in the condi-
 15 tions, compensation, rights, privileges or obligations of public employment; however, nothing shall
 16 limit or impair the right of any public employee to lawfully express or communicate a complaint or
 17 opinion on any matter related to the conditions of employment.

18 [(23)(a)] (22)(a) "Supervisory employee" means any individual having authority in the interest
 19 of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or dis-
 20 cipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively
 21 to recommend such action, if in connection therewith, the exercise of the authority is not of a
 22 merely routine or clerical nature but requires the use of independent judgment. Failure to assert
 23 supervisory status in any Employment Relations Board proceeding or in negotiations for any col-
 24 lective bargaining agreement does not thereafter prevent assertion of supervisory status in any
 25 subsequent board proceeding or contract negotiation.

26 (b) "Supervisory employee" includes a faculty member of a public university listed in ORS
 27 352.002 or the Oregon Health and Science University who:

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

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

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

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

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

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

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

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

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

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

45 [(24)] (23) "Unfair labor practice" means the commission of an act designated an unfair labor

1 practice in ORS 243.672.

2 (24) **“Union employee” means a public employee who consents to join, renew membership**
 3 **in or pay for the services of a labor organization.**

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

6 **SECTION 2.** ORS 243.650, as amended by section 2, chapter 146, Oregon Laws 2019, and section
 7 3, chapter 18, Oregon Laws 2020 (first special session), is amended to read:

8 243.650. As used in ORS 243.650 to 243.806, unless the context requires otherwise:

9 (1) “Appropriate bargaining unit” means the unit **of union employees** designated by the Em-
 10 ployment Relations Board or voluntarily recognized by the public employer to be appropriate for
 11 collective bargaining. [*However, an appropriate bargaining unit may not include both academically*
 12 *licensed and unlicensed or nonacademically licensed school employees. Academically licensed units may*
 13 *include but are not limited to teachers, nurses, counselors, therapists, psychologists, child development*
 14 *specialists and similar positions. This limitation does not apply to any bargaining unit certified or re-*
 15 *cognized prior 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 **union** employees to meet at reasonable times and confer in good faith
 21 with respect to employment relations for the purpose of negotiations concerning mandatory subjects
 22 of 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 **union** employees from discussing or executing written agreements regarding
 29 matters other than mandatory subjects of bargaining that are not prohibited by law as long as there
 30 is mutual agreement of the parties to discuss these matters, which are permissive subjects of bar-
 31 gaining.

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.

45 (d) “Employment relations” does not include subjects that have an insubstantial or de minimis

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

2 (e) For school district bargaining, “employment relations” excludes class size, the school or ed-
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,
5 gum chewing and similar matters of personal conduct, the standards and procedures for student
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.

14 (g) For employee bargaining involving sworn law enforcement officers of a law enforcement
15 agency, as those terms are defined in ORS 131.930, “employment relations” includes the development
16 of a discipline guide or discipline matrix as those terms are defined in ORS 243.706.

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

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

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

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

45 [(11)] (10) “Final offer” means the proposed contract language and cost summary submitted to

1 the mediator within seven days of the declaration of impasse.

2 (11) **“Independent employee” means a public employee who does not consent to join, re-**
3 **new membership in or pay for the services of a labor organization.**

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

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

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

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

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

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

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

29 *[(19)]* (18) “Public employee” means an employee of a public employer but does not include
30 elected officials, persons appointed to serve on boards or commissions, incarcerated persons working
31 under Article I, section 41, of the Oregon Constitution, or persons who are confidential employees,
32 supervisory employees or managerial employees.

33 *[(20)]* (19) “Public employer” means the State of Oregon, and the following political subdivisions:
34 Cities, counties, community colleges, school districts, special districts, mass transit districts, metro-
35 politan service districts, public service corporations or municipal corporations and public and
36 quasi-public corporations.

37 *[(21)]* (20) “Public employer representative” includes any individual or individuals specifically
38 designated by the public employer to act in its interests in all matters dealing with employee rep-
39 resentation, collective bargaining and related issues.

40 *[(22)]* (21) “Strike” means a public employee’s refusal in concerted action with others to report
41 for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or
42 his or her absence in whole or in part from the full, faithful or proper performance of his or her
43 duties of employment, for the purpose of inducing, influencing or coercing a change in the condi-
44 tions, compensation, rights, privileges or obligations of public employment; however, nothing shall
45 limit or impair the right of any public employee to lawfully express or communicate a complaint or

1 opinion on any matter related to the conditions of employment.

2 [(23)(a)] **(22)(a)** “Supervisory employee” means any individual having authority in the interest
 3 of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or dis-
 4 cipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively
 5 to recommend such action, if in connection therewith, the exercise of the authority is not of a
 6 merely routine or clerical nature but requires the use of independent judgment. Failure to assert
 7 supervisory status in any Employment Relations Board proceeding or in negotiations for any col-
 8 lective bargaining agreement does not thereafter prevent assertion of supervisory status in any
 9 subsequent board proceeding or contract negotiation.

10 (b) “Supervisory employee” includes a faculty member of a public university listed in ORS
 11 352.002 or the Oregon Health and Science University who:

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

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

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

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

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

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

24 [(24)] **(23)** “Unfair labor practice” means the commission of an act designated an unfair labor
 25 practice in ORS 243.672.

26 **(24) “Union employee” means a public employee who consents to join, renew membership**
 27 **in or pay for the services of a labor organization.**

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

30 **SECTION 3. Section 4 of this 2021 Act is added to and made a part of ORS 243.650 to**
 31 **243.806.**

32 **SECTION 4. (1)(a) An independent employee is not required to pay union dues or any**
 33 **other assessment to defray the cost of a labor organization’s services.**

34 **(b) If an independent employee does not pay union dues or any other assessment to de-**
 35 **fray the cost of a labor organization’s services:**

36 **(A) The independent employee may not benefit from the labor organization’s services;**
 37 **and**

38 **(B) The labor organization is not required to engage in collective bargaining on behalf**
 39 **of the independent employee or otherwise represent the independent employee in the inde-**
 40 **pendent employee’s employment relations with the public employer.**

41 **(2)(a) A public employer shall determine the wages, benefits and other terms and condi-**
 42 **tions of employment of an independent employee based on the independent employee’s edu-**
 43 **cation, experience, training, skills and performance.**

44 **(b) A public employer may not determine an independent employee’s wages, benefits or**
 45 **other terms and conditions of employment based on the terms of a collective bargaining**

1 **agreement or any other agreement into which the independent employee did not enter.**

2 (c) **Any term or condition of employment determined in accordance with this subsection**
 3 **is valid, nondiscriminatory and does not constitute an unfair labor practice.**

4 (3) **A comparison of the terms and conditions of employment of a union employee with**
 5 **the terms and conditions of employment of an independent employee may not form the basis**
 6 **of an unfair labor practice or discrimination claim.**

7 **SECTION 5.** ORS 243.656 is amended to read:

8 243.656. The Legislative Assembly finds and declares that:

9 (1) The people of this state have a fundamental interest in the development of harmonious and
 10 cooperative relationships between government and its employees;

11 (2) Recognition by public employers of the right of public employees to organize and full ac-
 12 ceptance of the principle and procedure of collective negotiation between public employers and
 13 public employee organizations can alleviate various forms of strife and unrest. Experience in the
 14 private and public sectors of our economy has proved that unresolved disputes in the public service
 15 are injurious to the public, the governmental agencies, and public employees;

16 (3) Experience in private and public employment has also proved that protection by law of the
 17 right of employees to organize and negotiate collectively safeguards employees and the public from
 18 injury, impairment and interruptions of necessary services, and removes certain recognized sources
 19 of strife and unrest, by encouraging practices fundamental to the peaceful adjustment of disputes
 20 arising out of differences as to wages, hours, terms and other working conditions, and by establish-
 21 ing greater equality of bargaining power between public employers and public employees;

22 (4) The state has a basic obligation to protect the public by attempting to assure the orderly
 23 and uninterrupted operations and functions of government;

24 (5) It is in the public interest to ensure that exclusive representatives of public employees are
 25 able to effectively carry out their statutory duties by having direct access to represented employees,
 26 including communicating with the employees at the workplace or otherwise;

27 (6) It is the purpose of ORS 243.650 to 243.806 **to prohibit compulsory payments to labor**
 28 **organizations by independent employees. It is also the purpose of ORS 243.650 to 243.806** to
 29 obligate public employers, [*public*] **union** employees and their representatives to enter into collective
 30 negotiations with willingness to resolve grievances and disputes relating to employment relations
 31 and to enter into written and signed contracts evidencing agreements resulting from such negoti-
 32 ations. It is also the purpose of ORS 243.650 to 243.806 to promote the improvement of employer-
 33 employee relations within the various public employers by providing a uniform basis for recognizing
 34 the right of public employees to join organizations of their own choice, and to be represented by
 35 such organizations in their employment relations with public employers; and

36 (7) Ensuring meaningful communication between labor organizations and employees increases
 37 the effectiveness of public employees' work performance.

38 **SECTION 6.** ORS 243.666 is amended to read:

39 243.666. (1) A labor organization certified by the Employment Relations Board or recognized by
 40 the public employer is the exclusive representative of the **union** employees of a public employer for
 41 the purposes of collective bargaining with respect to employment relations.

42 (2) Notwithstanding the provisions of subsection (1) of this section, an individual **union** em-
 43 ployee or group of **union** employees at any time may present grievances to their employer and have
 44 such grievances adjusted, without the intervention of the labor organization, if:

45 (a) The adjustment is not inconsistent with the terms of a collective bargaining contract or

1 agreement then in effect; and

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

3 (3) Nothing in this section prevents a public employer from recognizing a labor organization
 4 [which] **that** represents at least a majority of **union** employees as the exclusive representative of
 5 the **union** employees of a public employer when the board has not designated the appropriate bar-
 6 gaining unit or when the board has not certified an exclusive representative in accordance with ORS
 7 243.686.

8 **SECTION 7.** ORS 243.670 is amended to read:

9 243.670. (1) As used in this section:

10 (a) “Assist, promote or deter union organizing” means any attempt by a public employer to in-
 11 fluence the decision of any or all of its employees or the employees of its subcontractors regarding:

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

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

15 (b) “Public funds” means moneys drawn from the State Treasury or any special or trust fund
 16 of the state government, including any moneys appropriated by the state government and transferred
 17 to any public body, as defined in ORS 174.109, and any other moneys under the control of a public
 18 official by virtue of office.

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

20 (2) A public employer may not:

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

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

25 (3) If an employee requests the opinion of the employee’s employer or supervisor about union
 26 organizing, nothing in this section prohibits the employer or supervisor from responding to the re-
 27 quest of the employee.

28 (4) This section does not apply to an activity performed, or to an expense incurred, in con-
 29 nection with:

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

31 (b) Allowing a labor organization or its representatives access to the public employer’s facilities
 32 or property.

33 (c) Performing an activity required by federal or state law or by a collective bargaining agree-
 34 ment.

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

36 (e) Paying wages to a represented employee while the employee is performing duties if the pay-
 37 ment is permitted under a collective bargaining agreement.

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

41 (b) Nothing in this section prohibits a public employer from spending public funds for the pur-
 42 pose of:

43 (A) Representing the public employer in a proceeding before the board or in a judicial review
 44 of that proceeding;

45 (B) Granting paid release time under ORS 243.802; or

1 (C) Providing paid excused time to *[public]* **union** employees who engage in the activities de-
 2 scribed under ORS 243.798.

3 **SECTION 8.** ORS 243.672 is amended to read:

4 243.672. (1) It is an unfair labor practice for a public employer or its designated representative
 5 to do any of the following:

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

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

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

16 (d) Discharge or otherwise discriminate against an employee because the employee has signed
 17 or filed an affidavit, petition or complaint or has given information or testimony under ORS 243.650
 18 to 243.806.

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

20 (f) Refuse or fail to comply with any provision of ORS 243.650 to 243.806.

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

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

26 (i) Violate ORS 243.670 (2).

27 (j) Attempt to influence *[an]* **a public** employee to resign from or decline to obtain membership
 28 in a labor organization.

29 (k) Encourage *[an]* **a public** employee to revoke an authorization for the deductions described
 30 under ORS 243.806.

31 **(L) Enter into an agreement that requires independent employees to make payments to**
 32 **a labor organization.**

33 **(m) Determine an independent employee's wages, benefits or other terms and conditions**
 34 **of employment based on the terms of a collective bargaining agreement or any other agree-**
 35 **ment into which the independent employee did not enter.**

36 **(n) Determine a union employee's wages, benefits or other terms and conditions of em-**
 37 **ployment based on the terms and conditions of employment of an independent employee.**

38 (2) Subject to the limitations set forth in this subsection, it is an unfair labor practice for a
 39 public employee or for a labor organization or its designated representative to do any of the fol-
 40 lowing:

41 (a) Interfere with, restrain or coerce any employee in or because of the exercise of any right
 42 guaranteed under ORS 243.650 to 243.806.

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

45 (c) Refuse or fail to comply with any provision of ORS 243.650 to 243.806.

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

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

6 (3) It is an unfair labor practice for any labor organization to engage in unconventional strike
 7 activity not protected for private sector employees under the National Labor Relations Act on June
 8 6, 1995. This provision applies to sitdown, slowdown, rolling, intermittent or on-and-off again strikes.

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

22 **(5) It is an unfair labor practice for a labor organization to enter into an agreement that**
 23 **requires independent employees to make payments to the labor organization.**

24 [(5)] (6) It is not an unfair labor practice or a violation of subsection (2)(a) of this section for
 25 the exclusive representative of an appropriate bargaining unit to charge the following employees in
 26 the unit reasonable fees and costs for representation that are unrelated to the negotiation of a col-
 27 lective bargaining agreement, provided that the employees are not members of the labor organiza-
 28 tion that is the exclusive representative [*and have not voluntarily entered into a fair-share*
 29 *agreement*]:

- 30 (a) A police officer of a city or municipal police department;
- 31 (b) A sheriff or deputy sheriff; or
- 32 (c) A police officer commissioned by a university under ORS 352.121 or 353.125.

33 [(6)] (7) An injured party may file a written complaint with the Employment Relations Board
 34 not later than 180 days following the occurrence of an unfair labor practice. For each unfair labor
 35 practice complaint filed, a fee of \$300 is imposed. For each answer to an unfair labor practice
 36 complaint filed with the board, a fee of \$300 is imposed. The board may allow any other person to
 37 intervene in the proceeding and to present testimony. A person allowed to intervene shall pay a fee
 38 of \$300 to the board. The board may, in its discretion, order fee reimbursement to the prevailing
 39 party in any case in which the complaint or answer is found to have been frivolous or filed in bad
 40 faith. The board shall deposit fees received under this section to the credit of the Employment Re-
 41 lations Board Administrative Account.

42 **SECTION 9.** ORS 243.676 is amended to read:

43 243.676. (1) Whenever a written complaint is filed alleging that any person has engaged in or is
 44 engaging in any unfair labor practice listed in ORS 243.672 (1) to [(4)] (5) and 243.752, the Employ-
 45 ment Relations Board or its agent shall:

1 (a) Cause to be served upon such person a copy of the complaint;

2 (b) Investigate the complaint to determine if a hearing on the unfair labor practice charge is
 3 warranted. If the investigation reveals that no issue of fact or law exists, the board may dismiss the
 4 complaint; and

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

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

12 (a) State its findings of fact;

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

15 (c) Take such affirmative action, including but not limited to the reinstatement of employees
 16 with or without back pay, as necessary to effectuate the purposes of ORS 240.060, 240.065, 240.080,
 17 240.123, 243.650 to 243.806 and 341.290;

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

19 (e) Designate the amount and award attorney fees, if any, to the prevailing party on appeal, in-
 20 cluding proceedings for Supreme Court review, of a board order.

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

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

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

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

28 (A) The complaint has been affirmed pursuant to subsection (2) of this section and the board
 29 finds that the person who has committed, or who is engaging, in an unfair labor practice has done
 30 so repetitively, knowing that the action taken was an unfair labor practice and took the action
 31 disregarding this knowledge, or that the action constituting the unfair labor practice was egregious;
 32 or

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

35 (b) Notwithstanding paragraph (a) of this subsection, if the board finds that a public employer
 36 named in the complaint violated ORS 243.670 (2), the board shall impose a civil penalty equal to
 37 triple the amount of funds the public employer expended to assist, promote or deter union organiz-
 38 ing.

39 (5) As used in subsections (1) to (4) of this section, "person" includes but is not limited to indi-
 40 viduals, labor organizations, associations and public employers.

41 **SECTION 10.** ORS 243.682 is amended to read:

42 243.682. (1) If a question of representation exists, the Employment Relations Board [*shall*]:

43 (a)(A)(i) **Shall**, upon application of a public employer, a public employee or a labor organization,
 44 designate the appropriate bargaining unit, and in making its determination shall consider such fac-
 45 tors as community of interest, wages, hours and other working conditions of the employees involved,

1 the history of collective bargaining, and the desires of the employees. The board may determine a
 2 unit to be the appropriate unit in a particular case even though some other unit might also be ap-
 3 propriate.

4 **(ii) May not designate as appropriate a bargaining unit that includes both academically**
 5 **licensed and unlicensed or nonacademically licensed school employees. Academically licensed**
 6 **units may include but are not limited to teachers, nurses, counselors, therapists, psychol-**
 7 **ogists, child development specialists and similar positions. This limitation does not apply to**
 8 **any bargaining unit certified or recognized prior to June 6, 1995, or to any school district**
 9 **with fewer than 50 employees.**

10 **(B)** Unless a labor organization and a public employer agree otherwise, *[the board]* may not
 11 designate as appropriate a bargaining unit that includes:

12 *[(A)]* **(i)** A faculty member described in ORS 243.650 *[(23)(c)(C)]* **(22)(c)(C)** who supervises one
 13 or more other faculty members; and

14 *[(B)]* **(ii)** Any faculty member who is supervised by a faculty member described in subparagraph
 15 (A) of this paragraph.

16 (b) **Shall** investigate and conduct a hearing on a petition that has been filed by:

17 (A) A labor organization alleging that 30 percent of the employees in an appropriate bargaining
 18 unit desire to be represented for collective bargaining by an exclusive representative;

19 (B) A labor organization alleging that 30 percent of the employees in an appropriate bargaining
 20 unit assert that the designated exclusive representative is no longer the representative of the ma-
 21 jority of the employees in the unit;

22 (C) A public employer alleging that one or more labor organizations has presented a claim to
 23 the public employer requesting recognition as the exclusive representative in an appropriate bar-
 24 gaining unit; or

25 (D) *[An]* **A union** employee or group of **union** employees alleging that 30 percent of the em-
 26 ployees **in an appropriate bargaining unit** assert that the designated exclusive representative is
 27 no longer the representative of the majority of employees in the unit.

28 (2)(a) Notwithstanding subsection (1) of this section, when *[an]* **a union** employee, group of **un-**
 29 **ion** employees or labor organization acting on behalf of the employees files a petition alleging that
 30 a majority of **union** employees in a unit appropriate for the purpose of collective bargaining wish
 31 to be represented by a labor organization for that purpose, or when a labor organization files a pe-
 32 tition alleging that the majority in a group of unrepresented employees seek to be added to an ex-
 33 isting bargaining unit, the board shall investigate the petition. If the board finds that a majority of
 34 the **union** employees in a unit appropriate for bargaining or a majority of employees in a group of
 35 unrepresented employees that is appropriate to add to an existing bargaining unit have signed au-
 36 thorizations designating the labor organization specified in the petition as the employees' bargaining
 37 representative and that no other labor organization is currently certified or recognized as the ex-
 38 clusive representative of any of the **union** employees in the unit or in the group of unrepresented
 39 employees seeking to be added to an existing bargaining unit, the board may not conduct an election
 40 but shall certify the labor organization as the exclusive representative unless a petition for a rep-
 41 resentation election is filed as provided in subsection (3) of this section.

42 (b) The board by rule shall develop guidelines and procedures for the designation by **union**
 43 employees of a bargaining representative in the manner described in paragraph (a) of this sub-
 44 section. The guidelines and procedures must include:

45 (A) Model collective bargaining authorization language that may be used for purposes of making

1 the designations described in paragraph (a) of this subsection;

2 (B) Procedures to be used by the board to establish the authenticity of signed authorizations
3 designating bargaining representatives;

4 (C) Procedures to be used by the board to notify affected employees of the filing of a petition
5 requesting certification under subsection (3) of this section;

6 (D) Procedures for filing a petition to request a representation election, including a timeline of
7 not more than 14 days after notice has been delivered to the affected employees of a petition filed
8 under paragraph (a) of this subsection; and

9 (E) Procedures for expedited resolution of any dispute about the scope of the appropriate bar-
10 gaining unit. The resolution of the dispute may occur after an election is conducted.

11 (c) Solicitation and rescission of a signed authorization designating bargaining representatives
12 are subject to the provisions of ORS 243.672.

13 (3)(a) Notwithstanding subsection (2) of this section, when a petition requesting certification has
14 been filed under subsection (2) of this section, [an] a **union** employee or a group of **union** employees
15 in the unit designated by the petition, or one or more of the unrepresented employees seeking to
16 be added to an existing bargaining unit, may file a petition with the board to request that a repre-
17 sentation election be conducted.

18 (b) The petition requesting a representation election must be supported by at least 30 percent
19 of the **union** employees in the bargaining unit designated by the petition, or 30 percent of the un-
20 represented employees seeking to be added to an existing bargaining unit.

21 (c) The representation election shall be conducted on-site or by mail not later than 45 days after
22 the date on which the petition was filed.

23 (4) Except as provided in ORS 243.692, if the board finds in a hearing conducted pursuant to
24 subsection (1)(b) of this section that a question of representation exists, the board shall conduct an
25 election by secret ballot, at a time and place convenient for the **union** employees of the jurisdiction
26 and also within a reasonable period of time after the filing has taken place, and certify the results
27 of the election.

28 **SECTION 11.** ORS 243.684 is amended to read:

29 243.684. A petition for representation filed under ORS 243.682 (2) must include a statement of
30 a desire by the **union** employees to be represented and must be signed and dated by the **union** em-
31 ployees during the 180 days before the petition is filed with the Employment Relations Board.

32 **SECTION 12.** ORS 243.706, as amended by section 1, chapter 18, Oregon Laws 2020 (first special
33 session), is amended to read:

34 243.706. (1) A public employer may enter into a written agreement with the exclusive represen-
35 tative of an appropriate bargaining unit setting forth a grievance procedure culminating in binding
36 arbitration or any other dispute resolution process agreed to by the parties. As a condition of
37 enforceability, any arbitration award that orders the reinstatement of a public employee or other-
38 wise relieves the public employee of responsibility for misconduct shall comply with public policy
39 requirements as clearly defined in statutes or judicial decisions including but not limited to policies
40 respecting sexual harassment or sexual misconduct, unjustified and egregious use of physical or
41 deadly force and serious criminal misconduct, related to work. In addition, with respect to claims
42 that a grievant should be reinstated or otherwise relieved of responsibility for misconduct based
43 upon the public employer's alleged previous differential treatment of employees for the same or
44 similar conduct, the arbitration award must conform to the following principles:

45 (a) Some misconduct is so egregious that no employee can reasonably rely on past treatment for

1 similar offenses as a justification or defense to discharge or other discipline.

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

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

8 (3) Notwithstanding subsection (1) of this section, when an arbitration proceeding involves al-
 9 leged misconduct by a sworn law enforcement officer of any law enforcement agency, as those terms
 10 are defined in ORS 131.930, and the arbitrator makes a finding that misconduct has occurred con-
 11 sistent with the law enforcement agency’s finding of misconduct, the arbitration award may not or-
 12 der any disciplinary action that differs from the disciplinary action imposed by the agency, if the
 13 disciplinary action imposed by the agency is consistent with the provisions of a discipline guide or
 14 discipline matrix adopted by the agency as a result of collective bargaining and incorporated into
 15 the agency’s disciplinary policies.

16 (4) In an arbitration proceeding under this section, the arbitrators, or a majority of the
 17 arbitrators, may:

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

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

20 (B) Require from either party the production of books, papers and documents the arbitrators find
 21 are relevant to the proceeding;

22 (b) Administer oaths or affirmations to witnesses; and

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

24 (5) The arbitrators shall promptly provide a copy of a subpoena issued under this section to each
 25 party to the arbitration proceeding.

26 (6) The arbitrators issuing a subpoena under this section may rule on objections to the issuance
 27 of the subpoena.

28 (7) If a person fails to comply with a subpoena issued under this section or if a witness refuses
 29 to testify on a matter on which the witness may be lawfully questioned, the party who requested the
 30 subpoena or seeks the testimony may apply to the arbitrators for an order authorizing the party to
 31 apply to the circuit court of any county to enforce the subpoena or compel the testimony. On the
 32 application of the attorney of record for the party or on the application of the arbitrators, or a
 33 majority of the arbitrators, the court may require the person or witness to show cause why the
 34 person or witness should not be punished for contempt of court to the same extent and purpose as
 35 if the proceedings were pending before the court.

36 (8) Witnesses appearing pursuant to subpoena, other than parties or officers or employees of the
 37 public employer, shall receive fees and mileage as prescribed by law for witnesses in ORS 44.415 (2).

38 (9) As used in this section:

39 (a) “Discipline guide” means a grid that is designed to provide parameters for the level of dis-
 40 cipline to be imposed for an act of misconduct that is categorized by the severity of the misconduct
 41 and that take into account the presumptive level of discipline for the misconduct and any aggra-
 42 vating or mitigating factors.

43 (b) “Discipline matrix” means a grid used to determine the level of discipline to be imposed for
 44 an act of misconduct that is categorized by the severity of the misconduct, according to the inter-
 45 section where the category of misconduct and the level of disciplinary action meet.

SECTION 13. ORS 243.726 is amended to read:

243.726. (1) Participation in a strike shall be unlawful *[for]*:

(a) For any *[public]* **independent employee**;

(b) For any **union** 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]*

(c) For any **union employee** who is included in an appropriate bargaining unit that provides for resolution of a labor dispute by petition to final and binding arbitration; or

(d) When the strike is not made lawful under ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.806 and 341.290.

(2) It shall be lawful for a *[public]* **union** 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 reopener 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) A labor organization may not declare or authorize a strike of *[public]* **union** 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]* **union** 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

1 of the fine shall be at the discretion of the court.

2 (5) An unfair labor practice by a public employer shall not be a defense to a prohibited strike.
 3 The board upon the filing of an unfair labor charge alleging that a public employer has committed
 4 an unfair labor practice during or arising out of the collective bargaining procedures set forth in
 5 ORS 243.712 and 243.722, shall take immediate action on such charge and if required, petition the
 6 court of competent jurisdiction for appropriate relief or a restraining order.

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

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

11 243.742. (1) It is the public policy of the State of Oregon that where the right of employees to
 12 strike is by law prohibited, it is requisite to the high morale of such employees and the efficient
 13 operation of such departments to afford an alternate, expeditious, effective and binding procedure
 14 for the resolution of labor disputes and to that end the provisions of ORS 240.060, 240.065, 240.080,
 15 240.123, 243.650 to 243.806 and 341.290, providing for compulsory arbitration, shall be liberally con-
 16 strued.

17 (2) When the procedures set forth in ORS 243.712 and 243.722, relating to mediation of a labor
 18 dispute, have not culminated in a signed agreement between the parties who are prohibited from
 19 striking, the public employer and exclusive representative of its **union** employees shall include with
 20 the final offer filed with the mediator a petition to the Employment Relations Board in writing that
 21 initiates binding arbitration for bargaining units with employees referred to in ORS 243.736 or
 22 243.738. Arbitration shall be scheduled by mutual agreement not earlier than 30 days following the
 23 submission of the final offer packages to the mediator. Arbitration shall be scheduled in accordance
 24 with the procedures prescribed in ORS 243.746.

25 **SECTION 15.** ORS 243.746 is amended to read:

26 243.746. (1) In carrying out the arbitration procedures authorized in ORS 243.712, 243.726 (3)(c)
 27 and 243.742, the public employer and the exclusive representative may select their own arbitrator.

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

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

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

42 (3) The arbitrator shall establish dates and places of hearings. Upon the request of either party
 43 or the arbitrator, the board shall issue subpoenas. Not less than 14 calendar days prior to the date
 44 of the hearing, each party shall submit to the other party a written last best offer package on all
 45 unresolved mandatory subjects, and neither party may change the last best offer package unless

1 pursuant to stipulation of the parties or as otherwise provided in this subsection. The date set for
 2 the hearing may thereafter be changed only for compelling reasons or by mutual consent of the
 3 parties. If either party provides notice of a change in its position within 24 hours of the 14-day
 4 deadline, the other party will be allowed an additional 24 hours to modify its position. The arbitrator
 5 may administer oaths and shall afford all parties full opportunity to examine and cross-examine all
 6 witnesses and to present any evidence pertinent to the dispute.

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

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

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

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

21 (d) The overall compensation presently received by the **union** employees, including direct wage
 22 compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and
 23 all other direct or indirect monetary benefits received.

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

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

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

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

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

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

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

41 (g) The stipulations of the parties.

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

1 for an award.

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

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

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

10 243.762. Nothing in ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.806 and 341.290 is in-
 11 tended to prohibit a public employer and the exclusive representative of its **union** employees from
 12 entering into a collective bargaining agreement [*which*] **that** provides for a compulsory arbitration
 13 procedure [*which*] **that** is substantially equivalent to ORS 243.742 to 243.756.

14 **SECTION 17.** ORS 243.796 is amended to read:

15 243.796. As used in ORS 243.796 to 243.806:

16 (1) “Designated representative” means a [*public*] **union** employee:

17 (a) Who is designated by the exclusive representative as a representative for the employees in
 18 a bargaining unit; and

19 (b) For whom:

20 (A) Reasonable paid time is granted under ORS 243.798; or

21 (B) Release time is granted under ORS 243.802.

22 (2) “Release time” means the period of time when a [*public*] **union** employee who is a designated
 23 representative takes a leave of absence from the employee’s regular public employment to conduct
 24 labor organization business.

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

26 **SECTION 18.** ORS 243.798 is amended to read:

27 243.798. (1) A public employer shall grant [*public*] **union** employees who are designated repre-
 28 sentatives reasonable time to engage in the following activities during the [*public*] **union** employee’s
 29 regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other
 30 benefits:

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

33 (b) Attend investigatory meetings and due process hearings involving represented employees;

34 (c) Participate in or prepare for proceedings under ORS 243.650 to 243.806, or that arise from
 35 a dispute involving a collective bargaining agreement, including arbitration proceedings, adminis-
 36 trative hearings and proceedings before the Employment Relations Board;

37 (d) Act as a representative of the exclusive representative for **union** employees within the bar-
 38 gaining unit for purposes of collective bargaining;

39 (e) Attend labor-management meetings held by a committee composed of employers, employees
 40 and representatives of the labor organization to discuss employment relations matters;

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

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

45 (h) Perform any other duties agreed upon by a public employer and an exclusive representative

1 in a collective bargaining agreement or any other agreement.

2 (2) A public employer may not reduce a [*public*] **union** employee's work hours in order to comply
 3 with subsection (1) of this section except to prevent [*an*] **the** employee from working unauthorized
 4 overtime hours.

5 **SECTION 19.** ORS 243.802 is amended to read:

6 243.802. (1) Except as otherwise provided under this section, a public employer and an exclusive
 7 representative may negotiate and enter into written agreements whereby:

8 (a) The public employer shall provide a reasonable term of release time for [*public*] **union** em-
 9 ployees to serve as designated representatives of the exclusive representative or an affiliated labor
 10 organization.

11 (b) The public employer and the exclusive representative may agree to:

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

14 (B) The length of release time; and

15 (C) The terms of reimbursement for the period of release time granted to the [*public*] **union**
 16 employee to serve as the designated representative.

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

19 (3) Upon request of an exclusive representative, a collective bargaining agreement or other
 20 similar written agreement entered into between a public employer and the exclusive representative
 21 before January 1, 2020, shall be reopened for negotiation regarding the authorization of release time
 22 under this section.

23 (4) At the conclusion or termination of a period of release time granted to a designated repre-
 24 sentative under this section, the designated representative shall have a right of reinstatement to the
 25 same position and work location held prior to the commencement of the release time or, if not fea-
 26 sible, to a substantially similar position without loss of seniority, rank or classification.

27 (5) Unless otherwise provided in a collective bargaining agreement or any other written agree-
 28 ment entered into between a public employer and an exclusive representative, the exclusive repre-
 29 sentative shall reimburse the public employer for any compensation that is paid to the designated
 30 representative during a period of release time. Compensation paid under this subsection includes any
 31 employer contributions made toward any **union** employee benefits, including benefits under ORS
 32 chapter 238A.

33 (6) A designated representative taking release time under this section shall receive full retire-
 34 ment credit for the entire duration of the release time, as long as the designated representative
 35 continues to meet any retirement contribution obligations pursuant to ORS chapter 238 or pursuant
 36 to the collective bargaining agreement or any other written agreement entered into between the
 37 public employer and the exclusive representative.

38 (7) Any release time authorized under this section shall be in addition to any vacation leave,
 39 sick leave or any other form of paid or unpaid leave that is available to a public employee under
 40 state law or under a collective bargaining agreement or any other written agreement entered into
 41 between the public employer and the exclusive representative.

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

44 (9)(a) A public employer is not liable for an act or omission of, or an injury suffered by, [*an*
 45 *employee*] **a designated representative** of the public employer if the act, omission or injury occurs

1 during the course and scope of the [*employee serving as a designated representative for the exclusive*
 2 *representative*] **designated representative acting in such a capacity** during a period of release
 3 time.

4 (b) If the public employer is held liable, the exclusive representative shall indemnify the em-
 5 ployer and hold the employer harmless from all liability arising from the act, omission or injury that
 6 occurred during the period of release time.

7 (10) Agreements entered into under this section shall not be deemed an unfair labor practice
 8 under ORS 243.672.

9 **SECTION 20.** ORS 243.806 is amended to read:

10 243.806. (1) A public employee may enter into [*an*] **a voluntary** agreement with a labor organ-
 11 ization that is the exclusive representative to provide authorization for a public employer to make
 12 a deduction from the salary or wages of the public employee, in the manner described in subsection
 13 (4) of this section, to pay dues, fees and any other assessments or authorized deductions to the labor
 14 organization or its affiliated organizations or entities.

15 (2) A public employer shall deduct the dues, fees and any other deduction authorized by a public
 16 employee under this section and remit payment to the designated organization or entity.

17 (3)(a) In addition to making the deductions and payments to a labor organization or entity de-
 18 scribed in subsection (1) of this section, a public employer shall make deductions for and payments
 19 to a noncertified, yet bona fide, labor organization, if so requested and authorized by a public em-
 20 ployee, in the manner described in subsection (4) of this section.

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

23 (4)(a) A public employee may provide authorization for the deductions described in this section
 24 by telephonic communication or in writing, including by an electronic record or electronic signature,
 25 as those terms are defined in ORS 84.004.

26 (b) A public employee's authorization is independent of the employee's membership status in the
 27 labor organization to which payment is remitted and irrespective of whether a collective bargaining
 28 agreement authorizes the deduction.

29 (5) Notwithstanding subsections (1) to (4) of this section, a collective bargaining agreement be-
 30 tween a labor organization and a public employer may authorize a public employer to make a de-
 31 duction from the salary or wages of a public employee who is a member of the labor organization
 32 to pay dues, fees or other assessments to the labor organization or its affiliated organizations or
 33 entities.

34 (6) A public employee's authorization for a public employer to make a deduction under sub-
 35 sections (1) to (4) of this section shall remain in effect until the public employee revokes the au-
 36 thorization in the manner provided by the terms of the agreement. If the terms of the agreement do
 37 not specify the manner in which a public employee may revoke the authorized deduction, a public
 38 employee may revoke authorization for the deduction by delivering an original signed, written
 39 statement of revocation to the headquarters of the labor organization.

40 (7) A labor organization shall provide to each public employer a list identifying the public em-
 41 ployees who have provided authorization for a public employer to make deductions from the public
 42 employee's salary or wages to pay dues, fees and any other assessments or authorized deductions
 43 to the labor organization. A public employer shall rely on the list to make the authorized deductions
 44 and to remit payment to the labor organization.

45 (8)(a) Notwithstanding subsection (10) of this section, a public employer that makes deductions

1 and payments in reliance on the list described in subsection (7) of this section is not liable to a
 2 public employee for actual damages resulting from an unauthorized deduction.

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

6 (9) If a labor organization provides a public employer with the list described in subsection (7)
 7 of this section and the employer fails to make an authorized deduction and remit payment to the
 8 labor organization, the public employer is liable to the labor organization, without recourse against
 9 the employee who authorized the deduction, for the full amount that the employer failed to deduct
 10 and remit to the labor organization.

11 (10)(a) If a dispute arises between the public employee and the labor organization regarding the
 12 existence, validity or revocation of an authorization for the deductions and payment described under
 13 subsections (1) and (2) of this section, the dispute shall be resolved through an unfair labor practice
 14 proceeding under ORS 243.672.

15 (b) A public employer that makes unauthorized deductions or a labor organization that receives
 16 payment in violation of the requirements of this section is liable to the public employee for actual
 17 damages in an amount not to exceed the amount of the unauthorized deductions.

18 **SECTION 21.** ORS 261.345 is amended to read:

19 261.345. (1) All labor employed by a district, directly or indirectly, shall be employed under and
 20 in pursuance of the provisions of ORS 279B.235, 279C.540, 279C.545, 653.268 and 653.269.

21 (2) The minimum scale of wages to be paid by a people's utility district or by any contractor
 22 or subcontractor for such district shall be not less than the prevailing wage for the character of
 23 work in the same trade in the largest city having a population of 5,000 or more in the district, or
 24 if there is none, the nearest to the district.

25 (3) The board of directors of any utility district may negotiate, sign and maintain collective
 26 bargaining agreements concerning employment, rates of pay and working conditions with the rep-
 27 resentatives of its employees **who consent to join, renew membership in or pay for the services**
 28 **of a labor organization.** Notice in writing of any intended change in rates of pay, or working
 29 conditions, or both, shall be given in accordance with the provisions of the agreements. The pro-
 30 visions of ORS 243.650 to 243.806 shall govern the negotiation of a collective bargaining agreement
 31 and any changes to an existing agreement. The mutual rights and obligations of the board and the
 32 employees or their representatives shall be those provided under ORS 243.650 to 243.806.

33 (4) Whenever any district acquires any utility [*which*] **that** at the time of acquisition is in pri-
 34 vate ownership:

35 (a) The district shall, within financial and organizational limitations, offer employment to all
 36 employees of the private utility whose work primarily served the affected territory.

37 (b) Where the employees of the private utility are, at the time of acquisition, covered by any
 38 collective bargaining contract, plan for individual annuity contracts, retirement income policies,
 39 group annuity contract or group insurance for the benefit of employees, the district shall maintain
 40 any benefits or privileges that employees of the acquired utility would receive or be entitled to had
 41 the acquisition not occurred by:

42 (A) Assuming for one year all of the rights, obligations and liabilities of the acquired private
 43 utility in regard to that collective bargaining contract or plan for the employees covered thereby
 44 at the time of acquisition; or

45 (B) Substituting a similar plan or contract under an agreement with a majority of the affected

1 employees.

2 (c) The district may pay all or part of the premiums or other payments required under paragraph
3 (b) of this subsection out of the revenue derived from the operation of its properties.

4 (d) The district shall recognize the collective bargaining agent of the employees if the district
5 retains a majority of the employees of the private utility working in the affected territory.

6 **SECTION 22.** ORS 329A.430, as amended by section 7, chapter 10, Oregon Laws 2020 (second
7 special session), is amended to read:

8 329A.430. (1) As used in this section:

9 (a) “Certified family child care provider” means an individual who operates a family child care
10 home that is certified under ORS 329A.280.

11 (b) “Child care subsidy” means a payment made by the state on behalf of eligible children for
12 child care services provided for periods of less than 24 hours in a day.

13 (c) “Exempt family child care provider” means an individual who provides child care services
14 in the home of the individual or in the home of the child, whose services are not required to be
15 certified or registered under ORS 329A.250 to 329A.450 and who receives a child care subsidy.

16 (d) “Family child care provider” means an individual who is a certified, registered or exempt
17 family child care provider.

18 (e) “Registered family child care provider” means an individual who operates a family child care
19 home that is registered under ORS 329A.330.

20 (2) For purposes of collective bargaining under ORS 243.650 to 243.806, the State of Oregon is
21 the public employer of record of family child care providers.

22 (3) Notwithstanding ORS 243.650 [(19)] (18), family child care providers are considered to be
23 public employees governed by ORS 243.650 to 243.806. Family child care providers have the right to
24 form, join and participate in the activities of labor organizations of their own choosing for the pur-
25 pose of representation and collective bargaining on matters concerning labor relations. These rights
26 shall be exercised in accordance with the rights granted to public employees, with mediation and
27 interest arbitration under ORS 243.742 as the method of concluding the collective bargaining pro-
28 cess. Family child care providers may not strike.

29 (4) Notwithstanding subsections (2) and (3) of this section, family child care providers are not
30 for any other purpose employees of the State of Oregon or any other public body.

31 (5)(a) The Oregon Department of Administrative Services shall represent the State of Oregon in
32 collective bargaining negotiations with the certified or recognized exclusive representatives of all
33 appropriate bargaining units of family child care providers. The Oregon Department of Administra-
34 tive Services is authorized to agree to terms and conditions of collective bargaining agreements on
35 behalf of the State of Oregon.

36 (b) The department shall report to the legislative review agency, as defined in ORS 291.371, on
37 any new or changed provisions relating to compensation in a collective bargaining agreement ne-
38 gotiated under this section.

39 (6) Notwithstanding ORS 243.650 (1):

40 (a) The appropriate bargaining unit for certified and registered family child care providers is a
41 bargaining unit of all certified and registered family child care providers in the state **who consent**
42 **to join, renew membership in or pay for the services of a labor organization.**

43 (b) The appropriate bargaining unit for exempt family child care providers is a bargaining unit
44 of all exempt family child care providers in the state **who consent to join, renew membership in**
45 **or pay for the services of a labor organization.**

1 (7) This section does not modify any right of a parent or legal guardian to choose and terminate
 2 the services of a family child care provider.

3 **SECTION 23.** ORS 410.614 is amended to read:

4 410.614. (1) Notwithstanding ORS 243.650 [(19) and (20)] **(18) and (19)**, the Home Care Commis-
 5 sion shall be considered a public employer and home care workers and personal support workers
 6 shall be considered public employees governed by ORS 243.650 to 243.806.

7 (2) Home care workers and personal support workers have the right to form, join and participate
 8 in the activities of labor organizations of their own choosing for the purpose of representation and
 9 collective bargaining with the commission on matters concerning employment relations. These rights
 10 shall be exercised in accordance with the rights granted to [public] employees with mediation and
 11 interest arbitration under ORS 243.742 as the method of concluding the collective bargaining pro-
 12 cess.

13 (3) Home care workers and personal support workers are not public employees with respect to
 14 the Public Employees Retirement System, the Oregon Public Service Retirement Plan or the Public
 15 Employees' Benefit Board.

16 (4) Home care workers and personal support workers do not have the right to strike.

17 **SECTION 24.** ORS 413.562 is amended to read:

18 413.562. (1) As used in this section, "health care interpreter" has the meaning given that term
 19 in ORS 413.550.

20 (2) For purposes of collective bargaining under ORS 243.650 to 243.806, the State of Oregon is
 21 the public employer of record of health care interpreters.

22 (3) Notwithstanding ORS 243.650 [(19)] **(18)**, health care interpreters are considered to be public
 23 employees governed by ORS 243.650 to 243.806. Health care interpreters have the right to form, join
 24 and participate in the activities of labor organizations of their own choosing for the purposes of
 25 representation and collective bargaining on matters concerning labor relations. These rights shall
 26 be exercised in accordance with the rights granted to public employees, with mediation and interest
 27 arbitration under ORS 243.742 as the method of concluding the collective bargaining process. Health
 28 care interpreters may not strike.

29 (4) Notwithstanding subsections (2) and (3) of this section, health care interpreters are not for
 30 any other purpose employees of the State of Oregon or any other public body.

31 (5) The Oregon Department of Administrative Services shall represent the State of Oregon in
 32 collective bargaining negotiations with the certified or recognized exclusive representative of an
 33 appropriate bargaining unit of health care interpreters. The Oregon Department of Administrative
 34 Services is authorized to agree to terms and conditions of collective bargaining agreements on be-
 35 half of the State of Oregon.

36 (6) Notwithstanding ORS 243.650 (1), an appropriate bargaining unit for health care interpreters
 37 is a bargaining unit of all health care interpreters in this state **who consent to join, renew**
 38 **membership in or pay for the services of a labor organization.**

39 **SECTION 25.** ORS 443.733, as amended by section 8, chapter 10, Oregon Laws 2020 (second
 40 special session), is amended to read:

41 443.733. (1) As used in this section, "adult foster care home provider" means a person who op-
 42 erates an adult foster home in the provider's home and who receives fees or payments from state
 43 funds for providing adult foster care home services. "Adult foster care home provider" does not in-
 44 clude a person:

45 (a) Who is a resident manager of an adult foster home who does not provide adult foster care

1 home services in the resident manager’s own home or who does not have a controlling interest in,
 2 or is not an officer or partner in, the entity that is the provider of adult foster care home services;

3 (b) Who is not a natural person; or

4 (c) Whose participation in collective bargaining is determined by the licensing agency to be in-
 5 consistent with this section or in violation of state or federal law.

6 (2) For purposes of collective bargaining under ORS 243.650 to 243.806, the State of Oregon is
 7 the public employer of record of adult foster care home providers.

8 (3) Notwithstanding ORS 243.650 [(19)] (18), adult foster care home providers are considered to
 9 be public employees governed by ORS 243.650 to 243.806. Adult foster care home providers have the
 10 right to form, join and participate in the activities of labor organizations of their own choosing for
 11 the purposes of representation and collective bargaining on matters concerning labor relations.
 12 Mandatory subjects of collective bargaining include but are not limited to provider base rates and
 13 add-on payments. These rights shall be exercised in accordance with the rights granted to public
 14 employees, with mediation and interest arbitration under ORS 243.742 as the method of concluding
 15 the collective bargaining process. Adult foster care home providers may not strike.

16 (4) Notwithstanding subsections (2) and (3) of this section, adult foster care home providers are
 17 not for any other purpose employees of the State of Oregon or any other public body.

18 (5)(a) The Oregon Department of Administrative Services shall represent the State of Oregon in
 19 collective bargaining negotiations with the certified or recognized exclusive representative of an
 20 appropriate bargaining unit of adult foster care home providers. The Oregon Department of Admin-
 21 istrative Services is authorized to agree to terms and conditions of collective bargaining agreements
 22 on behalf of the State of Oregon.

23 (b) The department shall report to the legislative review agency, as defined in ORS 291.371, on
 24 any new or changed provisions relating to compensation in a collective bargaining agreement ne-
 25 gotiated under this section.

26 (6) Notwithstanding ORS 243.650 (1), an appropriate bargaining unit for adult foster care home
 27 providers is any bargaining unit **of adult foster care home providers in this state who consent**
 28 **to join, renew membership in or pay for the services of a labor organization and that is re-**
 29 **cognized by the Governor in an executive order issued prior to January 1, 2008.**

30 (7) This section does not modify any right of an adult receiving foster care.

31 **SECTION 26. Section 4 of this 2021 Act and the amendments to ORS 243.650, 243.656,**
 32 **243.666, 243.670, 243.672, 243.676, 243.682, 243.684, 243.706, 243.726, 243.742, 243.746, 243.762,**
 33 **243.796, 243.798, 243.802, 243.806, 261.345, 329A.430, 410.614, 413.562 and 443.733 by sections 1**
 34 **and 2 and sections 5 to 25 of this 2021 Act apply to all contracts and collective bargaining**
 35 **agreements entered into, renewed or extended on or after the effective date of this 2021 Act.**

36