

SB 916-MR9  
(LC 2910)  
3/7/25 (ASD/ps)

Requested by Senator BONHAM

**PROPOSED MINORITY REPORT AMENDMENTS TO  
SENATE BILL 916**

1 On page 1 of the printed bill, delete lines 3 and 4 and insert “creating  
2 new provisions; amending ORS 181A.355, 181A.490, 181A.708, 181A.710,  
3 181A.775, 238.005, 243.650, 243.672, 243.712, 243.726, 243.742, 243.746, 243.752,  
4 332.531, 352.118, 657.010, 657.153, 657.176, 657.200, 657.202, 657.310, 657.317 and  
5 657.400; and repealing ORS 243.732, 243.736 and 243.738.

6 “Whereas members of the majority party in support of unemployment  
7 benefits for workers who choose not to work have received a combined  
8 \$1,003,595.46 in campaign contributions from union organizations that also  
9 support unemployment benefits for workers who choose not to work; and

10 “Whereas Senators of the majority party who will vote on giving unem-  
11 ployment benefits for workers who choose not to work have received a com-  
12 bined \$1,793,364.72 in campaign contributions from union organizations that  
13 support unemployment benefits for workers who choose not to work; and

14 “Whereas members of the majority party in both chambers who will vote  
15 on giving unemployment benefits for workers who choose not to work have  
16 received a combined \$4,010,405.86 in campaign contributions from union or-  
17 ganizations that also support unemployment benefits for workers who choose  
18 not to work; and

19 “Whereas members of the majority party have repeatedly and directly  
20 contradicted the very arguments they have made to justify the need for this  
21 bill today; and

1 “Whereas members of the majority party have stated on the record, “These  
2 Senators should be here doing their jobs....”; and

3 “Whereas members of the majority party have stated on the record, “These  
4 Senators need to do their jobs. The people of Oregon have to show up to  
5 work every day, their legislators should too.”; and

6 “Whereas members of the majority party have stated on the record,  
7 ‘[W]alking out on the job and holding the entire state hostage isn’t fair to  
8 the people of Oregon.’; and

9 “Whereas members of the majority party have stated on the record,  
10 ‘Oregonians who do not show up to work don’t get paid. Senators who do  
11 not show up need to start returning the hard-earned tax dollars they do not  
12 earn.’; and

13 “Whereas members of the majority party have stated on the record,  
14 ‘Oregonians work for a living every day. And they don’t get paid when they  
15 don’t show up.’; and

16 “Whereas members of the majority party have stated on the record, ‘You  
17 have a job. You show up to work.’; and

18 “Whereas representatives of the AFL-CIO have stated on the record, ‘It’s  
19 time to hold politicians accountable for their actions and ensure they show  
20 up to work.’; and

21 “Whereas representatives of the Coalition of Communities of Color have  
22 stated on the record, ‘It’s not fair that politicians can skip work and keep  
23 their jobs. They should have to play by the same rules as all other  
24 Oregonians.’; and

25 “Whereas representatives of the American Federation of Teachers-Oregon  
26 have stated on the record, ‘As educators and other professionals in Oregon’s  
27 schools, we know that attendance matters.... Unfortunately, too many politi-  
28 cians don’t take their attendance seriously. Over the past three years, poli-  
29 ticians have skipped work.’; and

30 “Whereas representatives of SEIU Oregon have stated on the record,

1 ‘Oregon’s essential workers show up to work every day.... We are so  
2 disheartened by politicians who don’t do *their* jobs.’; and

3 “Whereas representatives of SEIU Oregon have stated on the record, ‘If  
4 we don’t show up to work, there are real consequences ... such as losing pay  
5 ... [P]oliticians who skip work ... don’t face the same consequences that reg-  
6 ular working people face. And that must change.’; and

7 “Whereas representatives of SEIU Oregon have stated on the record, ‘If  
8 politicians don’t want to show up to work and do their jobs, it’s time for  
9 them to GO.’; and

10 “Whereas representatives of the Fair Shot for All Coalition have stated  
11 on the record, ‘It’s time to hold politicians accountable.... They must show  
12 up and do their work--or face consequences.’; and

13 “Whereas representatives of Everytown for Gun Safety Action Fund have  
14 stated on the record, ‘Politicians should NOT get to pick and choose when  
15 they come to work.’; and

16 “Whereas representatives of Oregon AFSCME have stated on the record,  
17 ‘You don’t get paid if you are on strike.... It’s time for politicians to face  
18 consequences for their action and be held accountable for their decisions to  
19 walk out on the job.’; now, therefore,

20 Delete lines 6 through 28 and delete pages 2 through 6 and insert:

21 “**SECTION 1.** ORS 657.200 is amended to read:

22 “657.200. (1) [*An individual is disqualified for benefits*] **Notwithstanding**  
23 **the provisions of this chapter relating to availability for work, actively**  
24 **seeking work or refusal to accept suitable work, an individual who is**  
25 **otherwise eligible for benefits is not disqualified for benefits or waiting**  
26 **week credit** for any week with respect to which the Director of the Em-  
27 ployment Department finds that the unemployment of the individual is due  
28 to a [*labor dispute*] **lockout** that is in active progress at the factory, estab-  
29 lishment or other premises at which the individual is or was last employed  
30 or at which the individual claims employment rights by union agreement or

1 otherwise.

2 **(2)(a) An individual is disqualified for benefits for the first three**  
3 **weeks with respect to which the Director of the Employment Depart-**  
4 **ment finds that the unemployment of the individual is due to a strike**  
5 **that is in active progress at the factory, establishment or other**  
6 **premises at which the individual is or was last employed or at which**  
7 **the individual claims employment rights by union agreement or oth-**  
8 **erwise.**

9 **(b) Notwithstanding the provisions of this chapter relating to**  
10 **availability for work, actively seeking work or refusal to accept suit-**  
11 **able work, after the first three weeks, an individual described in par-**  
12 **agraph (a) of this subsection who is otherwise eligible for benefits is**  
13 **not disqualified for benefits or waiting week credit for any subsequent**  
14 **week of unemployment due to the strike.**

15 *“(2) When an employer operates two or more premises in the conduct of*  
16 *business they shall be considered one premises for the purposes of this chapter*  
17 *if the labor dispute at one makes it impossible or impractical to conduct work*  
18 *at the others or in a normal manner.]*

19 *“(3) This section does not apply if it is shown to the satisfaction of the*  
20 *director that the individual:]*

21 *“(a) Is unemployed due to a lockout, as defined in ORS 662.205, at the*  
22 *factory, establishment or other premises at which the individual was last em-*  
23 *ployed; or]*

24 *“(b)(A) Is not participating in or financing or directly interested in the*  
25 *labor dispute that caused the unemployment of the individual; and]*

26 *“(B) Does not belong to a grade or class of workers of which, immediately*  
27 *before the commencement of the labor dispute, there were members employed*  
28 *at the premises at which the labor dispute occurs, any of whom are partic-*  
29 *ipating in or financing or directly interested in the dispute.]*

30 *“(4) An individual who meets all other applicable benefit eligibility re-*

1 *quirements of this chapter is not disqualified from receipt of benefits by this*  
2 *section if:]*

3 *“(a) The individual was laid off from the employer prior to commencement*  
4 *of the labor dispute, did not work for the employer more than seven days*  
5 *during the 21 calendar days immediately prior to the commencement of the*  
6 *labor dispute and meets the requirements of subsection (3)(b)(A) of this section;*  
7 *or]*

8 *“(b) During the labor dispute, the individual’s job or position is filled by*  
9 *the employer hiring a permanent replacement and the following conditions are*  
10 *met:]*

11 *“(A) The individual subsequently unilaterally abandons the labor dispute*  
12 *and affirmatively seeks reemployment with the employer; and]*

13 *“(B) The individual meets the requirements of subsection (3)(b)(A) of this*  
14 *section.]*

15 *“(5) An individual who maintains membership in a labor union or who*  
16 *continues to pay labor union dues does not violate the provisions of subsection*  
17 *(3)(b)(A) of this section, for the purpose of subsection (4) of this section.]*

18 **“SECTION 2. Sections 3, 4 and 5 of this 2025 Act are added to and**  
19 **made a part of ORS chapter 657.**

20 **“SECTION 3. (1) Notwithstanding any conflicting provisions of this**  
21 **chapter, an individual who is qualified for benefits under ORS 657.200**  
22 **(2)(b) shall receive benefits in accordance with this section and section**  
23 **4 of this 2025 Act.**

24 **“(2) The amount of benefits that the individual receives shall con-**  
25 **stitute a debt owed to the Unemployment Compensation Trust Fund**  
26 **established under ORS 657.805.**

27 **“(3)(a) The amount of benefits shall accrue interest at the rate of**  
28 **0.1346 percent per week, or fraction of a week, until repaid in full.**

29 **“(b) Notwithstanding paragraph (a) of this subsection, if the**  
30 **amount of benefits received is repaid in full within one year of being**

1 paid to the individual, the interest shall be abated. The final payment  
2 made by the individual in accordance with this paragraph shall be re-  
3 duced by the amount of interest already paid.

4 “(4) The labor organization, if any, that represents an individual  
5 subject to this section is responsible for remitting payment on behalf  
6 of the individual to the Employment Department for deposit in the  
7 Unemployment Compensation Trust Fund.

8 “(5) Benefits subject to this section may not be charged to the ac-  
9 count of the employer of an individual who receives benefits in ac-  
10 cordance with this section.

11 **“SECTION 4. (1) Notwithstanding any conflicting provisions of this**  
12 **chapter, benefits shall be paid in accordance with this section and**  
13 **section 3 of this 2025 Act to an individual who is:**

14 **“(a) Qualified for benefits under ORS 657.200 (2)(b); and**

15 **“(b) Is a member of a labor organization that:**

16 **“(A) Maintains a strike fund;**

17 **“(B) As of the date on which a strike begins, demonstrates to the**  
18 **satisfaction of the Director of the Employment Department that the**  
19 **strike fund has sufficient financial reserves to provide a weekly pay-**  
20 **ment of \$836 to each individual who is a member of the labor organ-**  
21 **ization for a period of not less than four consecutive weeks during the**  
22 **period of the strike; and**

23 **“(C) During the period of a strike, offers strike fund moneys to all**  
24 **represented employees regardless of their participation in strike sup-**  
25 **port activities.**

26 **“(2) Benefits shall be paid in accordance with this chapter beginning**  
27 **with the first week that begins after payments to striking workers out**  
28 **of the labor organization’s strike fund have depleted the balance in the**  
29 **fund to an amount not greater than 10 percent of the amount of fi-**  
30 **nancial reserves described in subsection (1)(b)(B) of this section.**

1       **“SECTION 5. (1) Benefits received by an employee of a school dis-**  
2 **trict or an education service district during a lockout shall count to-**  
3 **ward the employee’s total compensation in the applicable collective**  
4 **bargaining agreement.**

5       **“(2) The district shall deduct from the employee’s future wages the**  
6 **amount of the benefits received.**

7       **“SECTION 6.** ORS 657.010, as amended by section 28, chapter 75, Oregon  
8 Laws 2024, is amended to read:

9       “657.010. As used in this chapter, unless the context requires otherwise:

10       “(1) ‘Base year’ means the first four of the last five completed calendar  
11 quarters preceding the benefit year.

12       “(2) ‘Benefits’ means the money allowances payable to unemployed per-  
13 sons under this chapter.

14       “(3) ‘Benefit year’ means a period of 52 consecutive weeks commencing  
15 with the first week with respect to which an individual files an initial valid  
16 claim for benefits, and thereafter the 52 consecutive weeks period beginning  
17 with the first week with respect to which the individual next files an initial  
18 valid claim after the termination of the individual’s last preceding benefit  
19 year except that the benefit year shall be 53 weeks if the filing of an initial  
20 valid claim would result in overlapping any quarter of the base year of a  
21 previously filed initial valid claim.

22       “(4) ‘Calendar quarter’ means the period of three consecutive calendar  
23 months ending on March 31, June 30, September 30 or December 31, or the  
24 approximate equivalent thereof, as the Director of the Employment Depart-  
25 ment may, by rule, prescribe.

26       “(5) ‘Contribution’ or ‘contributions’ means [*the*] taxes [*that are the money*  
27 *payments required by this chapter, or voluntary payments permitted, to be*  
28 *made to the Unemployment Compensation Trust Fund*].

29       “(6) ‘Educational institution,’ including an institution of higher educa-  
30 tion, means an institution:

1 “(a) In which participants, trainees or students are offered an organized  
2 course of study or training designed to transfer to them knowledge, skills,  
3 information, doctrines, attitudes or abilities from, by or under the guidance  
4 of an instructor or teacher;

5 “(b) That is accredited, registered, approved, licensed or issued a permit  
6 to operate as a school by the Department of Education or other government  
7 agency, or that offers courses for credit that are transferable to an approved,  
8 registered or accredited school;

9 “(c) In which the course or courses of study or training that it offers may  
10 be academic, technical, trade or preparation for gainful employment in a re-  
11 cognized occupation; and

12 “(d) In which the course or courses of study or training are offered on a  
13 regular and continuing basis.

14 “(7) ‘Employment office’ means a free public employment office or branch  
15 thereof, operated by this state or maintained as a part of a state-controlled  
16 system of public employment offices.

17 “(8) ‘Hospital’ has the meaning given that term in ORS 442.015.

18 “(9) ‘Institution of higher education’ means an educational institution  
19 that:

20 “(a) Admits as regular students only individuals having a certificate of  
21 graduation from a high school, or the recognized equivalent of such a cer-  
22 tificate;

23 “(b) Is legally authorized in this state to provide a program of education  
24 beyond high school;

25 “(c) Provides an educational program for which it awards a bachelor’s or  
26 higher degree, or provides a program that is acceptable for full credit toward  
27 such a degree, a program of post-graduate or post-doctoral studies, or a pro-  
28 gram of training to prepare students for gainful employment in a recognized  
29 occupation; and

30 “(d) Is a public or other nonprofit institution.



1 “(10) ‘Instructional capacity’ does not include services performed as an  
2 instructional assistant as defined in ORS 342.120.

3 “(11) ‘Internal Revenue Code’ means the federal Internal Revenue Code,  
4 as amended and in effect on December 31, 2023.

5 “(12) **‘Labor dispute’ means any concerted or deliberate action by**  
6 **two or more individuals or by an employing unit resulting in either a**  
7 **strike or lockout in which wages, hours, working conditions or terms**  
8 **of employment of the individuals are involved.**

9 “(13) **‘Labor organization’ has the meaning given that term in ORS**  
10 **663.005.**

11 “(14) **‘Lockout’ means any refusal by an employer to permit em-**  
12 **ployees to work as a result of a dispute with the employees affecting**  
13 **wages, hours or other terms or conditions of their employment.**

14 “[~~(12)~~] (15) ‘Nonprofit employing unit’ means an organization, or group  
15 of organizations, described in section 501(c)(3) of the Internal Revenue Code  
16 that is exempt from income tax under section 501(a) of the Internal Revenue  
17 Code.

18 “[~~(13)~~] (16) ‘State’ includes, in addition to the states of the United States  
19 of America, the District of Columbia and Puerto Rico. However, for all pur-  
20 poses of this chapter the Virgin Islands shall be considered a state on and  
21 after the day on which the United States Secretary of Labor first approves  
22 the Virgin Islands’ law under section 3304(a) of the Federal Unemployment  
23 Tax Act as amended by Public Law 94-566.

24 “(17) **‘Strike’ means any concerted act of employees in a lawful re-**  
25 **fusal under applicable state or federal law to perform work or services**  
26 **for an employer.**

27 “(18) **“Strike fund” means a fund maintained by a labor organiza-**  
28 **tion for the purpose of providing financial assistance to individuals**  
29 **who are members of the labor organization and who directly partic-**  
30 **ipate in a labor dispute or engage in other activities that support an**

1 **ongoing labor dispute.**

2 “[~~(14)~~] **(19)** ‘Taxes’ means the money payments to the Unemployment  
3 Compensation Trust Fund required, or voluntary payments permitted, by this  
4 chapter.

5 “[~~(15)~~] **(20)** ‘Valid claim’ means any claim for benefits made in accordance  
6 with ORS 657.260 if the individual meets the wages-paid-for-employment re-  
7 quirements of ORS 657.150.

8 “[~~(16)~~] **(21)** ‘Week’ means any period of seven consecutive calendar days  
9 ending at midnight, as the director may prescribe by rule.

10 **“SECTION 7.** ORS 657.153 is amended to read:

11 **“657.153. (1) Except as provided in subsection (2) of this section,** the  
12 amount of back pay paid by an employer, or awarded by a judge or  
13 arbitrator, to an individual may not be reduced to reflect the amount of  
14 benefits that the individual received [*during*] **for** the period for which the  
15 back pay was paid or awarded.

16 **“(2) Subsection (1) of this section does not apply to back pay paid**  
17 **to resolve a strike by an employer to an employee who has not repaid**  
18 **benefits for the period during which the strike was in active progress**  
19 **in accordance with section 3 of this 2025 Act.**

20 **“SECTION 8.** ORS 657.310 is amended to read:

21 **“657.310. (1)[(a)] [*If*] This section applies to an individual who, ac-**  
22 **cording to a decision of** the Director of the Employment Department, [*de-*  
23 *cedes that an individual*] received any benefits [*under this chapter*] to which  
24 the individual is not entitled because the individual[,]:

25 **“(a)** Regardless of the individual’s knowledge or intent, made or caused  
26 to be made a false statement or misrepresentation of a material fact, or failed  
27 to disclose a material fact[,]; **or**

28 **“(b) Notwithstanding ORS 657.315, received benefits due to a strike**  
29 **on the terms set forth under section 3 of this 2025 Act.**

30 **“(2)(a) [*the*] An individual described in subsection (1) of this section**

1 is liable:

2 “(A) To repay the amount of the benefits to the director for the Unem-  
3 ployment Compensation Trust Fund; or

4 “(B) To have the amount of the benefits deducted from any future benefits  
5 otherwise payable to the individual under this chapter.

6 “(b) For purposes of paragraph (a)(B) of this subsection, the director may  
7 deduct all or any part of the individual’s future weekly benefits.

8 “(c) Except as provided in subsection [(2)(b)] **(3)(b)** of this section, **an**  
9 **overpayment of** benefits described in [*paragraph (a) of this*] subsection **(1)**  
10 **of this section** may be collected for any week or weeks within five years  
11 following the week in which the decision establishing the erroneous payment  
12 became final.

13 “(d) Notice provided to an individual of the individual’s liability for re-  
14 covery of benefits under this section must include a description of:

15 “(A) The basis for the director’s decision that benefits have been overpaid;  
16 and

17 “(B) The consequences of the overpayment, including the methods of re-  
18 covery of the overpaid amount, with interest and penalties, and the possi-  
19 bility of waiver under ORS 657.317.

20 “[2)(a)] **(3)(a)** In addition to the liability described in subsection [(1)] **(2)**  
21 of this section, an individual who has been disqualified for benefits under  
22 ORS 657.215 is liable for a penalty imposed at a rate prescribed by the di-  
23 rector of at least 15, but not greater than 30, percent of the amount of ben-  
24 efits the individual received to which the individual was not entitled.

25 “(b) Notwithstanding subsection [(1)(c)] **(2)(c)** of this section, overpaid  
26 benefits that are subject to the penalty imposed under this subsection may  
27 be collected at any time.

28 “[3)] **(4)** A decision of the director under this section does not authorize  
29 the recovery of the amount of any benefits paid to an individual until the  
30 decision is final and the decision specifies **the week or weeks for which**

1 **the benefits were paid and:**

2 “(a)(A) That the individual, by reason of the false statement, misrepre-  
3 sentation or nondisclosure, is liable to repay the amount to the Unemploy-  
4 ment Compensation Trust Fund; **and**

5 “[*(b)*] (B) The nature of the false statement, misrepresentation or  
6 nondisclosure; [*and*] **or**

7 “(b) That the individual, by reason of the receipt of benefits de-  
8 scribed in subsection (1)(b) of this section, is liable to repay the  
9 amount determined under section 3 of this 2025 Act to the Unemploy-  
10 ment Compensation Trust Fund.

11 “[*(c)*] *The week or weeks for which the benefits were paid.*]

12 “[*(4)(a)*] (5)(a) The director may bring a civil action against an individual  
13 to collect any amount subject to recovery and any penalty due under this  
14 section.

15 “(b) Judgment rendered shall bear interest at the rate provided in sub-  
16 section [*(5)*] (6) of this section.

17 “[*(5)*] (6) Interest on any amount liable to be repaid under this section  
18 shall be paid and collected at the same time repayment of benefits is made  
19 by the individual, at the rate of one percent per month or fraction of a  
20 month, beginning on the first day of the month following 60 days after the  
21 finality of the administrative decision establishing the overpayment.

22 “[*(6)(a)*] (7)(a) Deductions from unemployment insurance benefits pursu-  
23 ant to subsection [*(1)(a)(B)*] (2)(a)(B) of this section shall be applied solely  
24 to the amount of the benefits liable to be repaid under this section.

25 “(b) All other payments shall be applied first to court costs, then to pen-  
26 alties, then to interest, then to the amount liable to be repaid.

27 “[*(7)(a)*] (8)(a) The following amounts collected under this section shall  
28 be paid into the Unemployment Compensation Trust Fund:

29 “(A) Amounts in repayment of benefits; and

30 “(B) The portion of penalties imposed under subsection [*(2)*] (3) of this

1 section that is 15 percent of the amount of benefits received.

2 “(b) The following amounts collected under this section shall be paid into  
3 the Employment Department Special Fraud Control Fund in accordance with  
4 the provisions of ORS 657.400:

5 “(A) Interest other than interest described in paragraph (c) of this sub-  
6 section; and

7 “(B) The portion of penalties imposed under subsection [(2)] (3) of this  
8 section that remains after subtraction of the portion of penalties described  
9 in paragraph (a)(B) of this subsection.

10 “(c) Interest payable on any portion of benefits that were funded by the  
11 federal government shall be paid to the United States Department of Labor.

12 “[8] (9) The director shall adopt rules establishing standards and proce-  
13 dures for the repayment of benefits and payment of penalties and interest  
14 under this section.

15 **“SECTION 9.** ORS 657.317 is amended to read:

16 “657.317. (1) The Director of the Employment Department shall waive re-  
17 covery of overpaid benefits under ORS 657.315 if the director finds that the  
18 benefits are recoverable due to a change in federal or state law, the appli-  
19 cation of which has caused the disqualification of benefits previously paid.

20 “(2)(a) Except as provided in paragraph (b) of this subsection, the director  
21 may waive recovery of all or any part of overpaid benefits subject to repay-  
22 ment or deduction under ORS 657.310 [(1)] (2) or 657.315 (1) if the director  
23 finds that recovery of the benefits would be against equity and good con-  
24 science.

25 “(b) The director may not waive recovery under this subsection of [*over-*  
26 *paid*] benefits that are:

27 **“(A) Described in ORS 657.310 (1)(b); or**

28 **“(B) Subject to the penalty imposed under ORS 657.310 [(2)] (3).**

29 “(3) The director may waive establishment and recovery of overpaid ben-  
30 efits when no decision has been issued under ORS 657.310 or 657.315 and the

1 amount of the overpayment is less than one-half of the maximum weekly  
2 benefit amount in effect at the time the overpayment is discovered.

3 “(4) Any waiver granted under this section extinguishes all liability of the  
4 debtor for the waived amounts.

5 **“SECTION 10.** ORS 657.176 is amended to read:

6 “657.176. (1) An authorized representative designated by the Director of  
7 the Employment Department shall promptly examine each claim to determine  
8 whether an individual is subject to disqualification as a result of a sepa-  
9 ration, termination, leaving, resignation[,] or disciplinary suspension from  
10 work, or as a result of failure to apply for or accept work, and shall  
11 promptly enter a director’s decision if required by ORS 657.267. The au-  
12 thorized representative may address issues raised by information before the  
13 authorized representative, including but not limited to the nature of the  
14 separation, notwithstanding the way the parties characterize those issues.

15 “(2) An individual shall be disqualified from the receipt of benefits until  
16 the individual has performed service in employment subject to this chapter  
17 or the equivalent law of another state or Canada or as defined in ORS  
18 657.030 (2) or as an employee of the federal government, for which  
19 remuneration is received that equals or exceeds four times the individual’s  
20 weekly benefit amount subsequent to the week in which the act causing the  
21 disqualification occurred, if the authorized representative designated by the  
22 director finds that the individual:

23 “(a) Has been discharged for misconduct connected with work;

24 “(b) Has been suspended from work for misconduct connected with work;

25 “(c) Voluntarily left work without good cause;

26 “(d) Failed without good cause to apply for available suitable work when  
27 referred by the employment office or the director;

28 “(e) Failed without good cause to accept suitable work when offered;

29 “(f) Has been discharged or suspended for being absent or tardy in re-  
30 porting to work and the absence or tardiness occurred as a result of the

1 unlawful use of any drug unless the person was participating in a recognized  
2 drug rehabilitation program at the time of the absence or tardiness, or is so  
3 participating within 10 days after the date of the discharge or suspension,  
4 and the person provides to the Employment Department documentation of  
5 program participation. As used in this paragraph, ‘unlawful use’ does not  
6 include the use of a drug taken under the supervision of a licensed health  
7 care professional and in accordance with the prescribed directions for con-  
8 sumption, or other uses authorized by the laws of this state;

9 “(g) Has been discharged or suspended for being absent or tardy in re-  
10 porting to work and the absence or tardiness occurred as the result of the  
11 use of alcohol or cannabis on a second or any subsequent occasion within a  
12 period of 12 months unless the person was participating in a recognized al-  
13 cohol or cannabis rehabilitation program at the time of the absence or  
14 tardiness, or is so participating within 10 days after the date of the discharge  
15 or suspension, and the person provides to the department documentation of  
16 program participation; or

17 “(h) Has committed a disqualifying act described in subsection (9) or (10)  
18 of this section.

19 “(3) If the authorized representative designated by the director finds that  
20 an individual was discharged for misconduct because of the individual’s  
21 commission of a felony or theft in connection with the individual’s work, all  
22 benefit rights based on wages earned prior to the date of the discharge shall  
23 be canceled if the individual’s employer notifies the director of the discharge  
24 within 10 days following issuance of the notice provided for in ORS 657.265  
25 or 30 days following issuance of the notice provided for in ORS 657.266, and:

26 “(a) The individual has admitted commission of the felony or theft to an  
27 authorized representative of the director;

28 “(b) The individual has signed a written admission of the felony or theft  
29 and the written admission has been presented to an authorized representative  
30 of the director; or

1       “(c) The felony or theft has resulted in a conviction by a court of com-  
2       petent jurisdiction.

3       “(4) An individual disqualified under subsection (2) of this section shall  
4       have the individual’s maximum benefit amount reduced by eight times the  
5       individual’s weekly benefit amount. However, in no event shall the  
6       individual’s maximum benefit amount be reduced to less than the individual’s  
7       weekly benefit amount unless the individual has previously received benefits  
8       during the individual’s benefit year.

9       “(5) An individual may not be disqualified from receiving benefits under  
10       subsection (2)(c) or (e) of this section [*or under ORS 657.200*] if the individual  
11       ceases work or fails to accept work when a collective bargaining agreement  
12       between the individual’s bargaining unit and the individual’s employer is in  
13       effect and the employer unilaterally modifies the amount of wages payable  
14       under the agreement, in breach of the agreement.

15       “(6) For purposes of applying subsection (2) of this section, when an in-  
16       dividual has notified an employer that the individual will leave work on a  
17       specific date and it is determined that:

18       “(a) The separation would be for reasons that constitute good cause;

19       “(b) The individual voluntarily left work without good cause prior to the  
20       date of the impending good cause voluntary leaving date; and

21       “(c) The actual voluntary leaving of work occurred no more than 15 days  
22       prior to the planned date of voluntary leaving,

23

24       then the separation from work shall be adjudicated as if the actual voluntary  
25       leaving had not occurred and the planned voluntary leaving had occurred.  
26       However, the individual shall be ineligible for benefits for the period in-  
27       cluding the week in which the actual voluntary leaving occurred through the  
28       week prior to the week of the planned good cause voluntary leaving date.

29       “(7) For purposes of applying subsection (2) of this section, when an em-  
30       ployer has notified an individual that the individual will be discharged on



1 a specific date and it is determined that:

2 “(a) The discharge would not be for reasons that constitute misconduct  
3 connected with the work;

4 “(b) The individual voluntarily left work without good cause prior to the  
5 date of the impending discharge; and

6 “(c) The voluntary leaving of work occurred no more than 15 days prior  
7 to the date of the impending discharge,

8

9 then the separation from work shall be adjudicated as if the voluntary  
10 leaving had not occurred and the discharge had occurred. However, the in-  
11 dividual shall be ineligible for benefits for the period including the week in  
12 which the voluntary leaving occurred through the week prior to the week in  
13 which the individual would have been discharged.

14 “(8) For purposes of applying subsection (2) of this section, when an in-  
15 dividual has notified an employer that the individual will leave work on a  
16 specific date and it is determined that:

17 “(a) The voluntary leaving would be for reasons that do not constitute  
18 good cause;

19 “(b) The employer discharged the individual, but not for misconduct con-  
20 nected with work, prior to the date of the planned voluntary leaving; and

21 “(c) The actual discharge occurred no more than 15 days prior to the  
22 planned voluntary leaving,

23

24 then the separation from work shall be adjudicated as if the discharge had  
25 not occurred and the planned voluntary leaving had occurred. However, the  
26 individual shall be eligible for benefits for the period including the week in  
27 which the actual discharge occurred through the week prior to the week of  
28 the planned voluntary leaving date.

29 “(9)(a) For the purposes of subsection (2) of this section, an individual is  
30 considered to have committed a disqualifying act when the individual:

1 “(A) Fails to comply with the terms and conditions of a reasonable writ-  
2 ten policy established by the employer or through collective bargaining,  
3 which may include blanket, random, periodic and probable cause testing, that  
4 governs the use, sale, possession or effects of drugs, cannabis or alcohol in  
5 the workplace;

6 “(B) Fails or refuses to take a drug, cannabis or alcohol test as required  
7 by the employer’s reasonable written policy;

8 “(C) Refuses to cooperate with or subverts or attempts to subvert a drug,  
9 cannabis or alcohol testing process in any employment-related test required  
10 by the employer’s reasonable written policy, including but not limited to:

11 “(i) Refusal or failure to complete proper documentation that authorizes  
12 the test;

13 “(ii) Refusal or failure to sign a chain of custody form;

14 “(iii) Presentation of false identification;

15 “(iv) Placement of an adulterant in the individual’s specimen for testing,  
16 when the adulterant is identified by a testing facility; or

17 “(v) Interference with the accuracy of the test results by conduct that  
18 includes dilution or adulteration of a test specimen;

19 “(D) Is under the influence of intoxicants while performing services for  
20 the employer;

21 “(E) Possesses cannabis or a drug unlawfully or in violation of the  
22 employer’s reasonable written policy during work;

23 “(F) Tests positive for alcohol, cannabis or an unlawful drug in con-  
24 nection with employment; or

25 “(G) Refuses to enter into or violates the terms of a last chance agree-  
26 ment with the employer.

27 “(b)(A) Except as provided in subparagraph (B) of this paragraph, an in-  
28 dividual is not considered to have committed a disqualifying act under this  
29 subsection if the individual, on the date of separation or within 10 days after  
30 the date of separation, is participating in a recognized drug, cannabis or al-

1   cohol rehabilitation program and provides documentation of participation in  
2   the program to the department.

3       “(B) This paragraph does not apply to an individual who has refused to  
4   enter into or has violated the terms of a last chance agreement with the  
5   employer.

6       “(c) It is no defense or excuse under this section that the individual’s  
7   separation resulted from alcohol use, cannabis use, unlawful drug use,  
8   alcoholism or addiction to cannabis or drugs.

9       “(d) The department shall adopt rules to carry out the provisions of this  
10   subsection.

11       “(10) For the purposes of subsection (2) of this section, an individual is  
12   considered to have committed a disqualifying act when the individual vol-  
13   untarily leaves work, fails to apply for available suitable work when referred  
14   by the employment office or the director or fails to accept suitable work  
15   when offered:

16       “(a) Because the employer has or introduces a reasonable written  
17   cannabis-free or drug-free workplace policy that is consistent with subsection  
18   (9)(a)(A) of this section;

19       “(b) Because the employer requires the employee to consent to present or  
20   future drug, cannabis or alcohol tests under a reasonable written policy that  
21   is consistent with subsection (9)(a)(A) of this section;

22       “(c) To avoid taking a drug, cannabis or alcohol test under a reasonable  
23   written policy that is consistent with subsection (9)(a)(A) of this section; or

24       “(d) To avoid meeting the requirements of a last chance agreement.

25       “(11) An individual may not be disqualified from receiving benefits under  
26   subsection (2)(c) of this section and shall be deemed laid off if the individual:

27       “(a) Works under a collective bargaining agreement;

28       “(b) Elects to be laid off when the employer has decided to lay off em-  
29   ployees; and

30       “(c) Is placed on the referral list under the collective bargaining agree-

1 ment.

2 “(12) An individual may not be disqualified from receiving benefits under  
3 subsection (2)(c), (d) or (e) of this section or be considered unavailable for  
4 purposes of ORS 657.155 if:

5 “(a) The individual or a member of the individual’s immediate family is  
6 a victim of domestic violence, stalking, sexual assault or a bias crime, or the  
7 individual believes that the individual or a member of the individual’s im-  
8 mediate family could become a victim of domestic violence, stalking, sexual  
9 assault or a bias crime; and

10 “(b) The individual leaves work, fails to apply for available suitable work  
11 or fails to accept suitable work when offered in order to protect the indi-  
12 vidual or a member of the individual’s immediate family from domestic vi-  
13 olence, stalking, sexual assault or a bias crime that the individual  
14 reasonably believes will occur as a result of the individual’s continued em-  
15 ployment or acceptance of work.

16 “(13) For purposes of this section:

17 “(a) ‘Adulterant’ means a substance that does not occur naturally in  
18 urine, or that occurs naturally in urine but not at the concentrations de-  
19 tected. ‘Adulterant’ includes but is not limited to glutaraldehyde, nitrite  
20 concentrations above physiological levels, hypochlorite or soap.

21 “(b) ‘Bias crime’ means:

22 “(A) Conduct that, in the determination of the director, more likely than  
23 not constitutes a bias crime in the first degree described in ORS 166.165 or  
24 a bias crime in the second degree described in ORS 166.155; or

25 “(B) Similar conduct, as defined by the director by rule.

26 “(c) ‘Drug’ means a controlled substance as defined in ORS 475.005.

27 “(d) ‘Last chance agreement’ means a reasonable agreement:

28 “(A) Between an employer and an employee who has violated the  
29 employer’s reasonable written policy, has engaged in drug, cannabis or al-  
30cohol use connected with work or has admitted to alcohol abuse, cannabis

1 abuse or unlawful drug use; and

2 “(B) That permits the employee to return to work under conditions that  
3 may require the employee to:

4 “(i) Abstain from alcohol use, cannabis use and unlawful drug use; and

5 “(ii) Attend and comply with the requirements of a rehabilitation or ed-  
6 ucation program acceptable to the employer.

7 “(e) ‘Under the influence of intoxicants’ means the level of alcohol,  
8 cannabis or unlawful drugs present in an individual’s body exceeds the  
9 amount prescribed in a collective bargaining agreement or the amount pre-  
10 scribed in the employer’s reasonable written policy if there is no applicable  
11 collective bargaining agreement provision.

12 **“SECTION 11.** ORS 657.202 is amended to read:

13 “657.202. (1) As used in this section, ‘temporary lockout benefits’ means  
14 benefits payable as provided in this section to individuals who are unem-  
15 ployed due to a lockout [*as defined in ORS 662.205*].

16 “(2) An individual is eligible to receive temporary lockout benefits for a  
17 week in an amount equal to the weekly benefit amount of the individual’s  
18 most recent unemployment benefit claim if:

19 “(a) Prior to the week, the individual has received all of the regular  
20 benefits that were available to the individual under this chapter;

21 “(b) The individual is not eligible for any other benefits, including bene-  
22 fits provided under any federal law extending benefits beyond those provided  
23 for as regular benefits; and

24 “(c) At the time of filing an initial or additional claim, the individual is  
25 unemployed due to a lockout at the individual’s place of employment.

26 “(3) The maximum temporary lockout benefit amount an individual may  
27 receive under this section is 26 times the weekly benefit amount of the  
28 individual’s most recent unemployment benefit claim.

29 “(4) Notwithstanding subsections (2) and (3) of this section, temporary  
30 lockout benefits otherwise payable to an individual under this section may

1 not be paid for weeks that begin after the week in which the lockout ends.

2 “(5) An employer shall be charged for temporary lockout benefits in the  
3 manner provided in this chapter for charging employers for regular benefits.

4 **“SECTION 12.** ORS 657.400 is amended to read:

5 “657.400. (1) There is established in the State Treasury, separate and dis-  
6 tinct from the General Fund, the Employment Department Special Fraud  
7 Control Fund. The Employment Department Special Fraud Control Fund  
8 shall consist of moneys collected or received by the Employment Department  
9 as follows:

10 “(a) Interest and penalties described under ORS 657.310 [(7)(b)] **(8)(b)**.

11 “(b) All gifts to, interest on or profits earned by the Employment De-  
12 partment Special Fraud Control Fund.

13 “(2) The moneys in the Employment Department Special Fraud Control  
14 Fund are continuously appropriated to the Employment Department and may  
15 not be appropriated, transferred or otherwise made available to any other  
16 state agency.

17 “(3) All amounts in the Employment Department Special Fraud Control  
18 Fund shall be used for the following purposes, as included in the biennial  
19 budget of the Employment Department and approved by the Legislative As-  
20 sembly:

21 “(a) Administrative costs associated with the prevention, discovery and  
22 collection of unemployment benefit overpayments;

23 “(b) Costs associated with the Lost Wages Assistance program adminis-  
24 tered by the department pursuant to a grant agreement with the Federal  
25 Emergency Management Agency under authority established by the presi-  
26 dential memorandum issued on August 8, 2020, on the subject of Authorizing  
27 the Other Needs Assistance Program for Major Disaster Declarations Re-  
28 lated to Coronavirus Disease 2019; and

29 “(c) Administrative costs associated with other benefit programs admin-  
30 istered by the department.

1 “(4) If, under subsection (3)(b) of this section, the Employment Depart-  
2 ment uses any amounts for the purpose of reimbursing the Federal Emer-  
3 gency Management Agency for overpayments of benefits under the Lost  
4 Wages Assistance program:

5 “(a) Any amounts of overpayments collected from the debtor by the de-  
6 partment shall be deposited in the Employment Department Special Fraud  
7 Control Fund.

8 “(b)(A) The department may collect such overpayments under the pro-  
9 visions of this chapter as if the amounts were overpayments of regular ben-  
10 efits; or

11 “(B) The Director of the Employment Department may waive collection  
12 of such overpayments if the director determines that it is administratively  
13 impracticable to pursue collection.”.

14 **“SECTION 13.** ORS 243.650, as amended by section 1, chapter 84, Oregon  
15 Laws 2024, is amended to read:

16 “243.650. As used in ORS 243.650 to 243.809, unless the context requires  
17 otherwise:

18 “(1) ‘Appropriate bargaining unit’ means the unit designated by the Em-  
19 ployment Relations Board or voluntarily recognized by the public employer  
20 to be appropriate for collective bargaining. However, an appropriate bar-  
21 gaining unit may not include both academically licensed and unlicensed or  
22 nonacademically licensed school employees. Academically licensed units may  
23 include but are not limited to teachers, nurses, counselors, therapists, psy-  
24 chologists, child development specialists and similar positions. This limita-  
25 tion does not apply to any bargaining unit certified or recognized prior to  
26 June 6, 1995, or to any school district with fewer than 50 employees.

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

28 “(3) ‘Certification’ means official recognition by the board that a labor  
29 organization is the exclusive representative for all of the employees in the  
30 appropriate bargaining unit.

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

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

20       “(6) ‘Confidential employee’ means one who assists and acts in a confi-  
21 dential capacity to a person who formulates, determines and effectuates  
22 management policies in the area of collective bargaining.

23       “(7)(a) ‘Employment relations’ includes, but is not limited to, matters  
24 concerning direct or indirect monetary benefits, hours, vacations, sick leave,  
25 labor organization access to and communication with represented employees,  
26 grievance procedures and other conditions of employment.

27       “(b) ‘Employment relations’ does not include subjects determined to be  
28 permissive, nonmandatory subjects of bargaining by the Employment Re-  
29 lations Board prior to June 6, 1995.

30       “(c) After June 6, 1995, ‘employment relations’ does not include subjects



1 that the Employment Relations Board determines to have a greater impact  
2 on management's prerogative than on employee wages, hours, or other terms  
3 and conditions of employment.

4 “(d) ‘Employment relations’ does not include subjects that have an in-  
5 substantial or de minimis effect on public employee wages, hours, and other  
6 terms and conditions of employment.

7 “(e) For school district bargaining:

8 “(A) ‘Employment relations’ includes class size and caseload limits in  
9 schools that qualify for assistance under Title I of the federal Elementary  
10 and Secondary Education Act of 1965.

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

20 “(f) For employee bargaining involving employees [*covered by ORS 243.736*  
21 *and employees*] of the Department of Corrections who have direct contact  
22 with adults in custody, ‘employment relations’ includes safety issues that  
23 have an impact on the on-the-job safety of the employees or staffing levels  
24 that have a significant impact on the on-the-job safety of the employees.

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

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

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

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

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

1 “(11) ‘Final offer’ means the proposed contract language and cost sum-  
2 mary submitted to the mediator within seven days of the declaration of im-  
3 passe.

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

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

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

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

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

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

1       “(18) ‘Payment-in-lieu-of-dues’ means an assessment to defray the cost for  
2 services by the exclusive representative in negotiations and contract admin-  
3 istration of all persons in an appropriate bargaining unit who are not mem-  
4 bers of the organization serving as exclusive representative of the employees.  
5 The payment must be equivalent to regular union dues and assessments, if  
6 any, or must be an amount agreed upon by the public employer and the ex-  
7 clusive representative of the employees.

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

13       “(20) ‘Public employer’ means the State of Oregon, and the following  
14 political subdivisions: Cities, counties, community colleges, school districts,  
15 special districts, mass transit districts, metropolitan service districts, public  
16 service corporations or municipal corporations and public and quasi-public  
17 corporations.

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

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

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

11 “(b) ‘Supervisory employee’ includes:

12 “(A) A faculty member of a public university listed in ORS 352.002 or the  
13 Oregon Health and Science University who:

14 “(i) Is employed as a president, vice president, provost, vice provost, dean,  
15 associate dean, assistant dean, head or equivalent position; or

16 “(ii) Is employed in an administrative position without a reasonable ex-  
17 pectation of teaching, research or other scholarly accomplishments.

18 “(B) A guard at a correctional institution or mental hospital or a police  
19 officer who serves in the rank of lieutenant or higher except for those lieu-  
20 tenant guards or police officers who were included in an appropriate bar-  
21 gaining unit for purposes of collective bargaining on or before April 4, 2024.

22 “(C) An employee of the Criminal Justice Division of the Department of  
23 Justice who manages police officers of the division.

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

25 “(A) A nurse, charge nurse or nurse holding a similar position if that  
26 position has not traditionally been classified as supervisory;

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

1 “(C) A guard at a correctional institution or mental hospital or a police  
2 officer who:

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

4 “[*ii*] *Is prohibited from striking by ORS 243.736; and*]

5 “[*iii*] **(ii)** Assigns, transfers or directs the work of other employees but  
6 does not have the authority to hire, discharge or impose economic discipline  
7 on those employees;

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

11 “(E) An employee of the Oregon State Police who:

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

13 “[*ii*] *Is prohibited from striking by ORS 243.736; and*]

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

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

18 “(25) ‘Voluntary arbitration’ means the procedure whereby parties in-  
19 volved in a labor dispute mutually agree to submit their differences to a  
20 third party for a final and binding decision.

21 **“SECTION 14.** ORS 243.672 is amended to read:

22 “243.672. (1) It is an unfair labor practice for a public employer or its  
23 designated representative to do any of the following:

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

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

28 “(c) Discriminate in regard to hiring, tenure or any terms or condition  
29 of employment for the purpose of encouraging or discouraging membership  
30 in an employee organization. Nothing in this section is intended to prohibit

1 the entering into of a fair-share agreement between a public employer and  
2 the exclusive bargaining representative of its employees. If a 'fair-share'  
3 agreement has been agreed to by the public employer and exclusive repre-  
4 sentative, nothing prohibits the deduction of the payment-in-lieu-of-dues from  
5 the salaries or wages of the employees.

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

9 “(e) Refuse to bargain collectively in good faith with the exclusive rep-  
10 resentative.

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

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

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

18 “(i) Violate ORS 243.670 (2).

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

21 “(k) Encourage an employee to revoke an authorization for the deductions  
22 described under ORS 243.806.

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

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

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

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

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

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

7 “(3) It is an unfair labor practice for any labor organization to engage in  
8 [*unconventional*] strike activity [*not protected for private sector employees*  
9 *under the National Labor Relations Act on June 6, 1995. This provision ap-*  
10 *plies*], **including but not limited** to sitdown, slowdown, rolling, intermittent  
11 or on-and-off again strikes.

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

29 “(5) It is not an unfair labor practice or a violation of subsection (2)(a)  
30 of this section for the exclusive representative of an appropriate bargaining



1 unit to charge the following employees in the unit reasonable fees and costs  
2 for representation that are unrelated to the negotiation of a collective bar-  
3 gaining agreement, provided that the employees are not members of the labor  
4 organization that is the exclusive representative and have not voluntarily  
5 entered into a fair-share agreement:

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

7 “(b) A sheriff or deputy sheriff;

8 “(c) A police officer commissioned by a university under ORS 352.121 or  
9 353.125;

10 “(d) An employee of the Department of Corrections or of Oregon Cor-  
11 rections Enterprises; or

12 “(e) A parole or probation officer who supervises adult offenders.

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

24 **“SECTION 15.** ORS 243.712 is amended to read:

25 “243.712. (1) If after a 150-calendar-day period of good faith negotiations  
26 over the terms of an agreement or 150 days after certification or recognition  
27 of an exclusive representative no agreement has been signed, either or both  
28 of the parties may notify the Employment Relations Board of the status of  
29 negotiations and the need for assignment of a mediator. Any period of time  
30 in which the public employer or labor organization has been found by the

1 Employment Relations Board to have failed to bargain in good faith shall  
2 not be counted as part of the 150-day period. This provision cannot be in-  
3 voked by the party found to have failed to bargain in good faith. The parties  
4 may agree to request a mediator before the end of the 150-day period. Upon  
5 receipt of such notification or request, the board shall appoint a mediator  
6 and shall notify the parties of the appointment. The 150-day period shall be-  
7 gin when the parties meet for the first bargaining session and each party has  
8 received the other party's initial proposal or on an alternative date to which  
9 the parties agree in writing.

10 “(2) The board, upon receipt of a notification or request under subsection  
11 (1) of this section, shall render assistance to resolve the labor dispute ac-  
12 cording to the following schedule:

13 “(a) Mediation shall be provided by the State Conciliation Service as  
14 provided by ORS 662.405 to 662.455. Any time after 15 days of mediation, ei-  
15 ther party may declare an impasse. The mediator may declare an impasse at  
16 any time during the mediation process. Notification of an impasse shall be  
17 filed in writing with the board, and copies of the notification shall be sub-  
18 mitted to the parties on the same day the notification is filed with the board.

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

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

1 “(d) If an agreement has not been reached 30 days after the mediator  
2 makes public the final offers, or if the parties participated in fact-finding,  
3 30 days after the receipt of the fact finder’s report, the public employer [*may*  
4 *implement all or part of its final offer, and the public employees have the right*  
5 *to strike*] **shall submit the issues in dispute to final and binding arbi-**  
6 **tration, which shall be scheduled and conducted in accordance with**  
7 **ORS 243.746.** After a collective bargaining agreement has expired, and prior  
8 to agreement on a successor contract, the status quo with respect to em-  
9 ployment relations shall be preserved until completion of impasse procedures  
10 except that no public employer shall be required to increase contributions  
11 for insurance premiums unless the expiring collective bargaining agreement  
12 provides otherwise. Merit step and longevity step pay increases shall be part  
13 of the status quo unless the expiring collective bargaining agreement ex-  
14 pressly provides otherwise.

15 “(3) Nothing in subsection (1) or (2) of this section shall be construed to  
16 prohibit the parties at any time from voluntarily agreeing to submit any or  
17 all of the issues in dispute to final and binding arbitration. The arbitration  
18 shall be scheduled and conducted in accordance with ORS 243.746. The arbi-  
19 tration shall supersede the dispute resolution procedures set forth in ORS  
20 [*243.726 and*] 243.746.

21 **“SECTION 16.** ORS 243.726 is amended to read:

22 “243.726. (1) Participation in a strike shall be unlawful for any public  
23 employee [*who is not included in an appropriate bargaining unit for which*  
24 *an exclusive representative has been certified by the Employment Relations*  
25 *Board or recognized by the employer; or is included in an appropriate bar-*  
26 *gaining unit that provides for resolution of a labor dispute by petition to final*  
27 *and binding arbitration; or when the strike is not made lawful under ORS*  
28 *240.060, 240.065, 240.080, 240.123, 243.650 to 243.809 and 341.290*].

29 “[*2*] *It shall be lawful for a public employee who is not prohibited from*  
30 *striking under subsection (1) of this section and who is in the appropriate*

1 *bargaining unit involved in a labor dispute to participate in a strike over*  
2 *mandatory subjects of bargaining provided:]*

3 *“(a) The requirements of ORS 243.712 and 243.722 relating to the resolu-*  
4 *tion of labor disputes have been complied with in good faith;]*

5 *“(b) Thirty days have elapsed since the board has made public the fact*  
6 *finder’s findings of fact and recommendations or the mediator has made public*  
7 *the parties’ final offers;]*

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

11 *“(d) The collective bargaining agreement has expired, or the labor dispute*  
12 *arises pursuant to a reopener provision in a collective bargaining agreement*  
13 *or renegotiation under ORS 243.702 (1) or renegotiation under ORS 243.698;*  
14 *and]*

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

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

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

25 *“(c) If, after hearing, the court finds that the strike creates a clear and*  
26 *present danger or threat to the health, safety or welfare of the public, it shall*  
27 *grant appropriate relief. Such relief shall include an order that the labor dis-*  
28 *pute be submitted to final and binding arbitration within 10 days of the court’s*  
29 *order pursuant to procedures in ORS 243.746.]*

30 *“(4)(a) (2) A labor organization may not declare or authorize a strike*

1 of public employees [*that is or would be*] in violation of this section. [*When*  
2 *it is alleged in good faith by the public employer that a labor organization has*  
3 *declared or authorized a strike of public employees that is or would be in vi-*  
4 *olation of this section, the employer may petition the board for a declaration*  
5 *that the strike is or would be unlawful. The board, after conducting an in-*  
6 *vestigation and hearing, may make such declaration if it finds that such dec-*  
7 *laration or authorization of a strike is or would be unlawful.*]

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

13 “[*(5)*] **(3)** An unfair labor practice by a public employer shall not be a  
14 defense to a prohibited strike. The **Employment Relations** Board upon the  
15 filing of an unfair labor charge alleging that a public employer has commit-  
16 ted an unfair labor practice during or arising out of the collective bargaining  
17 procedures set forth in ORS 243.712 and 243.722, shall take immediate action  
18 on such charge and if required, petition the court of competent jurisdiction  
19 for appropriate relief or a restraining order.

20 “[*(6) As used in this section, ‘danger or threat to the health, safety or*  
21 *welfare of the public’ does not include an economic or financial inconvenience*  
22 *to the public or to the public employer that is normally incident to a strike by*  
23 *public employees.*]

24 “**SECTION 17.** ORS 243.742 is amended to read:

25 “243.742. (1) It is the public policy of the State of Oregon that [*where the*  
26 *right of employees to strike*] **because striking by public employees** is by law  
27 prohibited, it is requisite to the high morale of such employees and the effi-  
28 cient operation of such departments to afford an alternate, expeditious, ef-  
29 fective and binding procedure for the resolution of labor disputes and to that  
30 end the provisions of ORS 240.060, 240.065, 240.080, 240.123, 243.650 to 243.809

1 and 341.290, providing for compulsory arbitration, shall be liberally con-  
2 strued.

3 “(2) When the procedures set forth in ORS 243.712 and 243.722, relating  
4 to mediation of a labor dispute, have not culminated in a signed agreement  
5 between the parties who are prohibited from striking, the public employer  
6 and exclusive representative of its employees shall include with the final  
7 offer filed with the mediator a petition to the Employment Relations Board  
8 in writing that initiates binding arbitration [*for bargaining units with em-*  
9 *ployees referred to in ORS 243.736 or 243.738*]. Arbitration shall be scheduled  
10 by mutual agreement not earlier than 30 days following the submission of  
11 the final offer packages to the mediator. Arbitration shall be scheduled in  
12 accordance with the procedures prescribed in ORS 243.746.

13 **“SECTION 18.** ORS 243.746 is amended to read:

14 “243.746. (1) In carrying out the arbitration procedures authorized in ORS  
15 243.712[, 243.726 (3)(c)] and 243.742, the public employer and the exclusive  
16 representative may select their own arbitrator.

17 “(2) Where the parties have not selected their own arbitrator within five  
18 days after notification by the Employment Relations Board that arbitration  
19 is to be initiated, the board shall submit to the parties a list of seven qual-  
20 ified, disinterested, unbiased persons. A list of Oregon interest arbitrations  
21 and fact-findings for which each person has issued an award shall be in-  
22 cluded. Each party shall alternately strike three names from the list. The  
23 order of striking shall be determined by lot. The remaining individual shall  
24 be designated the ‘arbitrator’:

25 “(a) When the parties have not designated the arbitrator and notified the  
26 board of their choice within five days after receipt of the list, the board shall  
27 appoint the arbitrator from the list. However, if one of the parties strikes  
28 the names as prescribed in this subsection and the other party fails to do so,  
29 the board shall appoint the arbitrator only from the names remaining on the  
30 list.

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

6       “(3) The arbitrator shall establish dates and places of hearings. Upon the  
7 request of either party or the arbitrator, the board shall issue subpoenas.  
8 Not less than 14 calendar days prior to the date of the hearing, each party  
9 shall submit to the other party a written last best offer package on all un-  
10 resolved mandatory subjects, and neither party may change the last best of-  
11 fer package unless pursuant to stipulation of the parties or as otherwise  
12 provided in this subsection. The date set for the hearing may thereafter be  
13 changed only for compelling reasons or by mutual consent of the parties. If  
14 either party provides notice of a change in its position within 24 hours of  
15 the 14-day deadline, the other party will be allowed an additional 24 hours  
16 to modify its position. The arbitrator may administer oaths and shall afford  
17 all parties full opportunity to examine and cross-examine all witnesses and  
18 to present any evidence pertinent to the dispute.

19       “(4) Where there is no agreement between the parties, or where there is  
20 an agreement but the parties have begun negotiations or discussions looking  
21 to a new agreement or amendment of the existing agreement, unresolved  
22 mandatory subjects submitted to the arbitrator in the parties’ last best offer  
23 packages shall be decided by the arbitrator. Arbitrators shall base their  
24 findings and opinions on these criteria giving first priority to paragraph (a)  
25 of this subsection and secondary priority to paragraphs (b) to (h) of this  
26 subsection as follows:

27       “(a) The interest and welfare of the public.

28       “(b) The reasonable financial ability of the unit of government to meet  
29 the costs of the proposed contract giving due consideration and weight to the  
30 other services, provided by, and other priorities of, the unit of government

1 as determined by the governing body. A reasonable operating reserve against  
2 future contingencies, which does not include funds in contemplation of  
3 settlement of the labor dispute, shall not be considered as available toward  
4 a settlement.

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

7 “(d) The overall compensation presently received by the employees, in-  
8 cluding direct wage compensation, vacations, holidays and other paid ex-  
9 cused time, pensions, insurance, benefits, and all other direct or indirect  
10 monetary benefits received.

11 “(e) Comparison of the overall compensation of other employees perform-  
12 ing similar services with the same or other employees in comparable com-  
13 munities. As used in this paragraph, ‘comparable’ is limited to communities  
14 of the same or nearest population range within Oregon. Notwithstanding the  
15 provisions of this paragraph, the following additional definitions of ‘compa-  
16 rable’ apply in the situations described as follows:

17 “(A) For any city with a population of more than 325,000, ‘comparable’  
18 includes comparison to out-of-state cities of the same or similar size;

19 “(B) For counties with a population of more than 400,000, ‘comparable’  
20 includes comparison to out-of-state counties of the same or similar size;

21 “(C) Except as otherwise provided in subparagraphs (D), (E) and (F) of  
22 this paragraph, for the State of Oregon, ‘comparable’ includes comparison to  
23 other states;

24 “(D) For the Department of State Police troopers, ‘comparable’ includes  
25 the base pay for city police officers employed by the five most populous cities  
26 in this state;

27 “(E) For Department of State Police telecommunicators, as defined in  
28 ORS 181A.355, ‘comparable’ includes the base pay for telecommunicators  
29 employed by the five public safety answering points in this state, as defined  
30 in ORS 403.105, with the most employees; and



1 “(F) For assistant attorneys general, ‘comparable’ includes comparison to  
2 the base pay for attorneys who are employed by a public corporation, a  
3 nonprofit organization, a public university listed in ORS 352.002 or a city  
4 or county in this state and who perform substantially similar work.

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

6 “(g) The stipulations of the parties.

7 “(h) Such other factors, consistent with paragraphs (a) to (g) of this sub-  
8 section as are traditionally taken into consideration in the determination of  
9 wages, hours, and other terms and conditions of employment. However, the  
10 arbitrator shall not use such other factors, if in the judgment of the  
11 arbitrator, the factors in paragraphs (a) to (g) of this subsection provide  
12 sufficient evidence for an award.

13 “(5) Not more than 30 days after the conclusion of the hearings or such  
14 further additional periods to which the parties may agree, the arbitrator  
15 shall select only one of the last best offer packages submitted by the parties  
16 and shall promulgate written findings along with an opinion and order. The  
17 opinion and order shall be served on the parties and the board. Service may  
18 be personal or by registered or certified mail. The findings, opinions and  
19 order shall be based on the criteria prescribed in subsection (4) of this sec-  
20 tion.

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

23 **“SECTION 19.** ORS 243.752 is amended to read:

24 “243.752. (1) A majority decision of the arbitration panel, under ORS  
25 243.706, [243.726, 243.736, 243.738,] 243.742 and 243.746, if supported by com-  
26 petent, material and substantial evidence on the whole record, based upon  
27 the factors set forth in ORS 243.746 (4), shall be final and binding upon the  
28 parties. Refusal or failure to comply with any provision of a final and  
29 binding arbitration award is an unfair labor practice. Any order issued by  
30 the Employment Relations Board pursuant to this section may be enforced

1 at the instance of either party or the board in the circuit court for the  
2 county in which the dispute arose.

3 “(2) The arbitration panel may award increases retroactively to the first  
4 day after the expiration of the immediately preceding collective bargaining  
5 agreement. At any time the parties, by stipulation, may amend or modify an  
6 award of arbitration.

7 **“SECTION 20.** ORS 181A.355 is amended to read:

8 “181A.355. As used in ORS 181A.355 to 181A.689, unless the context re-  
9 quires otherwise:

10 “(1) ‘Abuse’ has the meaning given that term in ORS 107.705.

11 “(2) ‘Board’ means the Board on Public Safety Standards and Training  
12 appointed pursuant to ORS 181A.360.

13 “(3) ‘Certified reserve officer’ means a reserve officer who has been des-  
14 ignated by a local law enforcement unit, has received training necessary for  
15 certification and has met the minimum standards and training requirements  
16 established under ORS 181A.410.

17 “(4) ‘Commissioned’ means being authorized to perform various acts or  
18 duties of a police officer, certified reserve officer or reserve officer and act-  
19 ing under the supervision and responsibility of a county sheriff or as other-  
20 wise provided by law.

21 “(5) ‘Corrections officer’ means an officer or member employed full-time  
22 by a law enforcement unit who:

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

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

30 “(6) ‘Department’ means the Department of Public Safety Standards and

1 Training.

2 “(7) ‘Director’ means the Director of the Department of Public Safety  
3 Standards and Training.

4 “(8) ‘Domestic violence’ means abuse between family or household mem-  
5 bers.

6 “(9) **‘Emergency communications worker’ means an individual**  
7 **whose official focal duties are receiving information through the**  
8 **emergency communications system under ORS 403.105 to 403.250, re-**  
9 **laying the information to public or private safety agencies or dis-**  
10 **patching emergency equipment or personnel in response to the**  
11 **information.**

12 “[9] (10) ‘Emergency medical dispatcher’ means a person who has re-  
13 sponsibility to process requests for medical assistance from the public or to  
14 dispatch medical care providers.

15 “[10] (11) ‘Family or household members’ has the meaning given that  
16 term in ORS 107.705.

17 “[11] (12) ‘Fire service professional’ means a paid or volunteer fire-  
18 fighter, an officer or a member of a public or private fire protection agency  
19 that is engaged primarily in fire investigation, fire prevention, fire safety,  
20 fire control or fire suppression or providing emergency medical services,  
21 light and heavy rescue services, search and rescue services or hazardous  
22 materials incident response. ‘Fire service professional’ does not mean forest  
23 fire protection agency personnel.

24 “[12] (13) ‘Law enforcement unit’ means:

25 “(a) A police force or organization of the state, a city, university that has  
26 established a police department under ORS 352.121 or 353.125, port, school  
27 district, mass transit district, county, county service district authorized to  
28 provide law enforcement services under ORS 451.010, tribal government as  
29 defined in ORS 181A.940 that employs authorized tribal police officers as  
30 defined in ORS 181A.940, the Criminal Justice Division of the Department

1 of Justice, the Department of Corrections, the Oregon State Lottery Com-  
2 mission, the Marshal's Office of the Judicial Department or common carrier  
3 railroad the primary duty of which, as prescribed by law, ordinance or di-  
4 rective, is one or more of the following:

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

7 “(B) The custody, control or supervision of individuals convicted of or  
8 arrested for a criminal offense and confined to a place of incarceration or  
9 detention other than a place used exclusively for incarceration or detention  
10 of juveniles; or

11 “(C) The control, supervision and reformation of adult offenders placed  
12 on parole or sentenced to probation and investigation of adult offenders on  
13 parole or probation or being considered for parole or probation;

14 “(b) A police force or organization of a private entity with a population  
15 of more than 1,000 residents in an unincorporated area the employees of  
16 which are commissioned by a county sheriff;

17 “(c) A district attorney's office;

18 “(d) The Oregon Liquor and Cannabis Commission with regard to regu-  
19 latory specialists; or

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

21 “[~~(13)~~] **(14)** ‘Parole and probation officer’ means:

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

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

28 “(B) Investigating adult offenders on parole or probation or being con-  
29 sidered for parole or probation;

30 “(b) An officer who:

1       “(A) Is certified and has been employed as a full-time parole and pro-  
2 bation officer for more than one year;

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

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

6       “(i) Community protection by controlling, investigating, supervising and  
7 providing or making referrals to reformatory services for adult parolees or  
8 probationers or offenders on post-prison supervision; or

9       “(ii) Investigating adult offenders on parole or probation or being con-  
10 sidered for parole or probation; or

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

13       “[(14)] (15) ‘Police officer’ means:

14       “(a) An officer, member or employee of a law enforcement unit employed  
15 full-time as a peace officer who is:

16       “(A) Commissioned by a city, port, school district, mass transit district,  
17 county, county service district authorized to provide law enforcement ser-  
18 vices under ORS 451.010, tribal government as defined in ORS 181A.940, the  
19 Criminal Justice Division of the Department of Justice, the Oregon State  
20 Lottery Commission, a university that has established a police department  
21 under ORS 352.121 or 353.125, the Governor or the Department of State Po-  
22 lice; and

23       “(B) Responsible for enforcing the criminal laws of this state or laws or  
24 ordinances relating to airport security;

25       “(b) An investigator of a district attorney’s office if the investigator is  
26 or has been certified as a peace officer in this or another state;

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

28       “(d) A judicial marshal appointed under ORS 1.177 who is trained pursu-  
29 ant to ORS 181A.540; or

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

1        “[~~(15)~~] **(16)** ‘Public or private safety agency’ means a unit of state or local  
2 government, a special purpose district or a private firm that provides, or has  
3 authority to provide, fire fighting, police, ambulance or emergency medical  
4 services.

5        “[~~(16)~~] **(17)** ‘Public safety personnel’ and ‘public safety officer’ include  
6 corrections officers, youth correction officers, emergency medical dispatch-  
7 ers, parole and probation officers, police officers, certified reserve officers,  
8 reserve officers, telecommunicators, regulatory specialists and fire service  
9 professionals.

10       “[~~(17)~~] **(18)** ‘Regulatory specialist’ has the meaning given that term in  
11 ORS 471.001.

12       “[~~(18)~~] **(19)** ‘Reserve officer’ means an officer or member of a law  
13 enforcement unit who is:

14       “(a) A volunteer or employed less than full-time as a peace officer com-  
15 missioned by a city, port, school district, mass transit district, county,  
16 county service district authorized to provide law enforcement services under  
17 ORS 451.010, tribal government as defined in ORS 181A.940, the Criminal  
18 Justice Division of the Department of Justice, the Oregon State Lottery  
19 Commission, a university that has established a police department under  
20 ORS 352.121 or 353.125, the Governor or the Department of State Police;

21       “(b) Armed with a firearm; and

22       “(c) Responsible for enforcing the criminal laws and traffic laws of this  
23 state or laws or ordinances relating to airport security.

24       “[~~(19)~~] **(20)** ‘Telecommunicator’ means a person employed as an emergency  
25 communications worker [*as defined in ORS 243.736*] or a public safety dis-  
26 patcher whose primary duties are receiving, processing and transmitting  
27 public safety information received through the emergency communications  
28 system as defined in ORS 403.105.

29       “[~~(20)~~] **(21)** ‘Youth correction officer’ means an employee of the Oregon  
30 Youth Authority who is charged with and primarily performs the duty of

1 custody, control or supervision of adjudicated youths confined in a youth  
2 correction facility.

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

4 “332.531. (1) The district school board of any school district may establish  
5 a law enforcement agency and employ such personnel as may be necessary  
6 to ensure the safety of school district personnel and students upon and in  
7 the vicinity of school district premises and the security of the real and per-  
8 sonal property owned, controlled or used by or on behalf of the school dis-  
9 trict.

10 “(2) Persons employed and compensated as members of a law enforcement  
11 agency of a school district, when appointed and duly sworn, are peace offi-  
12 cers as defined in ORS 161.015 (4), but only for the purpose of carrying out  
13 the duties of their employment. [*They are not police officers within the*  
14 *meaning of ORS 243.736.*]

15 “(3) The district school board may:

16 “(a) Provide for uniforms, badges and other identification of members of  
17 the law enforcement agency;

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

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

24 “(4) Between meetings of the district school board, the district super-  
25 intendent or the deputy of the superintendent shall have power to suspend  
26 any person employed as a member of the law enforcement agency pending  
27 review of the action as soon as practicable by the district school board.

28 **SECTION 22.** ORS 352.118 is amended to read:

29 “352.118. (1) A governing board may, in its sole discretion, do all of the  
30 following:

1 “(a) Police, control and regulate traffic and parking of vehicles on uni-  
2 versity property.

3 “(b) Establish a police department and commission one or more employees  
4 as police officers in the manner and with all of the privileges and immunities  
5 set forth in ORS 352.121. When a governing board establishes a police de-  
6 partment and commissions one or more employees as police officers, the  
7 president of the university, in cooperation with the chief of the police de-  
8 partment, shall establish a process by which the university will receive and  
9 respond to complaints involving the policies of the police department and the  
10 conduct of the police officers.

11 “(c) Commission special campus security officers who, when acting in the  
12 scope of their employment, shall have probable cause arrest authority and  
13 the accompanying immunities as set forth in ORS 133.310 and 133.315. Special  
14 campus security officers may not be authorized to carry firearms as police  
15 officers and, except as provided in subsection (2) of this section, may not be  
16 considered police officers for purposes of ORS 181A.355, 238.005[,] **or** 243.005  
17 [*or 243.736*].

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

21 **“SECTION 23.** ORS 238.005, as amended by section 1, chapter 101, Oregon  
22 Laws 2024, is amended to read:

23 “238.005. For purposes of this chapter:

24 “(1) ‘Active member’ means a member who is presently employed by a  
25 participating public employer in a qualifying position and who has completed  
26 the six-month period of service required by ORS 238.015.

27 “(2) ‘Annuity’ means payments for life derived from contributions made  
28 by a member as provided in this chapter.

29 “(3) ‘Board’ means the Public Employees Retirement Board.

30 “(4) ‘Calendar year’ means 12 calendar months commencing on January



1 1 and ending on December 31 following.

2 “(5) ‘Continuous service’ means service not interrupted for more than five  
3 years, except that such continuous service shall be computed without regard  
4 to interruptions in the case of:

5 “(a) An employee who had returned to the service of the employer as of  
6 January 1, 1945, and who remained in that employment until having estab-  
7 lished membership in the Public Employees Retirement System.

8 “(b) An employee who was in the armed services on January 1, 1945, and  
9 returned to the service of the employer within one year of the date of being  
10 otherwise than dishonorably discharged and remained in that employment  
11 until having established membership in the Public Employees Retirement  
12 System.

13 “(6) ‘Creditable service’ means any period of time during which an active  
14 member is being paid a salary by a participating public employer and for  
15 which benefits under this chapter are funded by employer contributions and  
16 earnings on the fund. For purposes of computing years of ‘creditable  
17 service,’ full months and major fractions of a month shall be considered to  
18 be one-twelfth of a year and shall be added to all full years. ‘Creditable  
19 service’ includes all retirement credit received by a member.

20 “(7) ‘Earliest service retirement age’ means the age attained by a member  
21 when the member could first make application for retirement under the pro-  
22 visions of ORS 238.280.

23 “(8) ‘Employee’ means a person who performs services for a participating  
24 public employer, including persons considered employees of a participating  
25 public employer under 26 U.S.C. 3121(d)(2), as in effect on December 31, 2019,  
26 and public officers. ‘Employee’ does not include:

27 “(a) Persons engaged as independent contractors.

28 “(b) Seasonal, emergency or casual workers whose periods of employment  
29 with any public employer or public employers do not total 600 hours in any  
30 calendar year.

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

4 “(d) Persons employed and paid from federal funds received under a fed-  
5 eral program intended primarily to alleviate unemployment. However, any  
6 such person shall be considered an ‘employee’ if not otherwise excluded by  
7 paragraphs (a) to (c) of this subsection and the public employer elects to  
8 have the person so considered by an irrevocable written notice to the board.

9 “(e) Persons who are employees of a railroad, as defined in ORS 824.020,  
10 and who, as such employees, are included in a retirement plan under federal  
11 railroad retirement statutes. This paragraph shall be deemed to have been  
12 in effect since the inception of the system.

13 “(f) Persons employed in positions classified as post-doctoral scholar po-  
14 sitions by a public university listed in ORS 352.002, or by the Oregon Health  
15 and Science University, under ORS 350.370.

16 “(9) ‘Final average salary’ means whichever of the following is greater:

17 “(a) The average salary per calendar year paid by one or more partic-  
18 ipating public employers to an employee who is an active member of the  
19 system in three of the calendar years of membership before the effective date  
20 of retirement of the employee, in which three years the employee was paid  
21 the highest salary. The three calendar years in which the employee was paid  
22 the largest total salary may include calendar years in which the employee  
23 was employed for less than a full calendar year. If the number of calendar  
24 years of active membership before the effective date of retirement of the  
25 employee is three or fewer, the final average salary for the employee is the  
26 average salary per calendar year paid by one or more participating public  
27 employers to the employee in all of those years, without regard to whether  
28 the employee was employed for the full calendar year.

29 “(b) One-third of the total salary paid by a participating public employer  
30 to an employee who is an active member of the system in the last 36 calendar

1 months of active membership before the effective date of retirement of the  
2 employee.

3 “(10) ‘Firefighter’ does not include a volunteer firefighter, but does in-  
4 clude:

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

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

9 “(c) An employee of the State Forestry Department who is certified by the  
10 State Forester as a professional wildland firefighter and whose primary du-  
11 ties include the abatement of uncontrolled fires as described in ORS 477.064;  
12 and

13 “(d) An employee of the Oregon Military Department whose primary du-  
14 ties include fighting structural, aircraft, wildland or other fires.

15 “(11) ‘Fiscal year’ means 12 calendar months commencing on July 1 and  
16 ending on June 30 following.

17 “(12) ‘Fund’ means the Public Employees Retirement Fund.

18 “(13) ‘Inactive member’ means a member who is not employed in a quali-  
19 fying position, whose membership has not been terminated in the manner  
20 described by ORS 238.095 and who is not retired for service or disability.

21 “(14) ‘Institution of higher education’ means a public university listed in  
22 ORS 352.002, the Oregon Health and Science University and a community  
23 college, as defined in ORS 341.005.

24 “(15) ‘Member’ means a person who has established membership in the  
25 system and whose membership has not been terminated as described in ORS  
26 238.095. ‘Member’ includes active, inactive and retired members.

27 “(16) ‘Member account’ means the regular account and the variable ac-  
28 count.

29 “(17) ‘Normal retirement age’ means:

30 “(a) For a person who establishes membership in the system before Jan-

1 uary 1, 1996, as described in ORS 238.430, 55 years of age if the employee  
2 retires at that age as a police officer or firefighter or 58 years of age if the  
3 employee retires at that age as other than a police officer or firefighter.

4 “(b) For a person who establishes membership in the system on or after  
5 January 1, 1996, as described in ORS 238.430, 55 years of age if the employee  
6 retires at that age as a police officer or firefighter or 60 years of age if the  
7 employee retires at that age as other than a police officer or firefighter.

8 “(18) ‘Pension’ means annual payments for life derived from contributions  
9 by one or more public employers.

10 “(19) ‘Police officer’ includes:

11 “(a) Employees of institutions defined in ORS 421.005 as Department of  
12 Corrections institutions whose duties, as assigned by the Director of the  
13 Department of Corrections, include the custody of persons committed to the  
14 custody of or transferred to the Department of Corrections and employees  
15 of the Department of Corrections who were classified as police officers on  
16 or before July 27, 1989, whether or not such classification was authorized  
17 by law.

18 “(b) Employees of the Department of State Police who are classified as  
19 police officers, forensic scientists or evidence technicians by the Super-  
20 intendent of State Police.

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

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

26 “(e) Police chiefs and police personnel of a city who are classified as po-  
27 lice officers by the council or other governing body of the city.

28 “(f) Police officers who are commissioned by a university under ORS  
29 352.121 or 353.125 and who are classified as police officers by the university.

30 “(g) Parole and probation officers employed by the Department of Cor-

1 rections, parole and probation officers who are transferred to county em-  
2 ployment under ORS 423.549 and adult parole and probation officers, as  
3 defined in ORS 181A.355, who are classified as police officers for the pur-  
4 poses of this chapter by the county governing body. If a county classifies  
5 adult parole and probation officers as police officers for the purposes of this  
6 chapter, and the employees so classified are represented by a labor organ-  
7 ization, any proposal by the county to change that classification or to cease  
8 to classify adult parole and probation officers as police officers for the pur-  
9 poses of this chapter is a mandatory subject of bargaining.

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

11 “(i) Employees of the Port of Portland who are classified as airport police  
12 by the Board of Commissioners of the Port of Portland.

13 “(j) Employees of the State Department of Agriculture who are classified  
14 as livestock police officers by the Director of Agriculture.

15 “(k) Employees of the Department of Public Safety Standards and Train-  
16 ing who are classified by the department as other than secretarial or clerical  
17 personnel.

18 “(L) Investigators of the Criminal Justice Division of the Department of  
19 Justice.

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

21 “(n) Employees of the Oregon State Lottery Commission who are classi-  
22 fied by the Director of the Oregon State Lottery as enforcement agents pur-  
23 suant to ORS 461.110.

24 “(o) The Director of the Department of Corrections.

25 “(p) An employee who for seven consecutive years has been classified as  
26 a police officer as defined by this section, and who is employed or transferred  
27 by the Department of Corrections to fill a position designated by the Direc-  
28 tor of the Department of Corrections as being eligible for police officer sta-  
29 tus.

30 “(q) An employee of the Department of Corrections classified as a police

1 officer on or prior to July 27, 1989, whether or not that classification was  
2 authorized by law, as long as the employee remains in the position held on  
3 July 27, 1989. The initial classification of an employee under a system im-  
4 plemented pursuant to ORS 240.190 does not affect police officer status.

5 “(r) Employees of a school district who are appointed and duly sworn  
6 members of a law enforcement agency of the district as provided in ORS  
7 332.531 or otherwise employed full-time as police officers commissioned by  
8 the district.

9 “(s) Employees at youth correction facilities and juvenile detention facil-  
10 ities under ORS 419A.050, 419A.052 and 420.005 to 420.915 who are required  
11 to hold valid Oregon teaching licenses and who have supervisory, control or  
12 teaching responsibilities over juveniles committed to the custody of the De-  
13 partment of Corrections or the Oregon Youth Authority.

14 “(t) Employees at youth correction facilities as defined in ORS 420.005  
15 whose primary job description involves the custody, control, treatment, in-  
16 vestigation or supervision of juveniles placed in such facilities.

17 “(u) Employees of the Oregon Youth Authority who are classified as ju-  
18 venile parole and probation officers.

19 “(v) Employees of the Department of Human Services [*who are prohibited*  
20 *from striking under ORS 243.726 and*] whose duties include the care of resi-  
21 dents of residential facilities, as defined in ORS 443.400, that house individ-  
22 uals with intellectual or developmental disabilities.

23 “(w) Employees appointed as judicial marshals under ORS 1.177 who are  
24 certified under ORS 181A.540.

25 “(x) Certified parole and probation officers employed by the State Board  
26 of Parole and Post-Prison Supervision.

27 “(y) District attorneys and deputy district attorneys.

28 “(20) ‘Prior service credit’ means credit provided under ORS 238.442 or  
29 under ORS 238.225 (2) to (6) (1999 Edition).

30 “(21) ‘Public employer’ means the state, one of its agencies or any city,

1 county, municipal or public corporation, political subdivision of the state or  
2 instrumentality thereof, or an agency created by one or more such govern-  
3 mental organizations to provide governmental services. For purposes of this  
4 chapter, such agency created by one or more governmental organizations is  
5 a governmental instrumentality and a legal entity with power to enter into  
6 contracts, hold property and sue and be sued.

7 “(22) ‘Qualifying position’ means one or more jobs with one or more par-  
8 ticipating public employers in which an employee performs 600 or more hours  
9 of service in a full calendar year, or would perform 600 or more hours of  
10 service if the employee were employed for the full calendar year, excluding  
11 any service in a job for which a participating public employer does not pro-  
12 vide benefits under this chapter pursuant to an application made under ORS  
13 238.035.

14 “(23) ‘Regular account’ means the account established for each active and  
15 inactive member under ORS 238.250.

16 “(24) ‘Retired member’ means a member who is retired for service or dis-  
17 ability.

18 “(25) ‘Retirement credit’ means a period of time that is treated as credit-  
19 able service for the purposes of this chapter.

20 “(26)(a) ‘Salary’ means the remuneration paid an employee in cash out of  
21 the funds of a public employer in return for services to the employer, plus  
22 the monetary value, as determined by the Public Employees Retirement  
23 Board, of whatever living quarters, board, lodging, fuel, laundry and other  
24 advantages the employer furnishes the employee in return for services.

25 “(b) ‘Salary’ includes but is not limited to:

26 “(A) Payments of employee and employer money into a deferred compen-  
27 sation plan, which are deemed salary paid in each month of deferral;

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

30 “(C) Retroactive payments described in ORS 238.008;

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

3 “(E) The full amount of required employee contributions under ORS  
4 238A.330 that are paid by the employer on behalf of its employees under ORS  
5 238A.335 (2)(b), solely for the purpose of computing a member’s final average  
6 salary, and not for any other purpose.

7 “(c) ‘Salary’ or ‘other advantages’ does not include:

8 “(A) Travel or any other expenses incidental to employer’s business which  
9 is reimbursed by the employer;

10 “(B) Payments for insurance coverage by an employer on behalf of em-  
11 ployee or employee and dependents, for which the employee has no cash op-  
12 tion;

13 “(C) Payments made on account of an employee’s death;

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

15 “(E) Any accelerated payment of an employment contract for a future  
16 period or an advance against future wages;

17 “(F) Any retirement incentive, retirement severance pay, retirement bonus  
18 or retirement gratuitous payment;

19 “(G) Payments for periods of leave of absence after the date the employer  
20 and employee have agreed that no future services qualifying pursuant to ORS  
21 238.015 (3) will be performed, except for sick leave and vacation;

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

27 “(I) Payments made by an employer for insurance coverage provided to a  
28 domestic partner of an employee;

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



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

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

5 “(M) For years beginning on or after January 1, 2020, any amount in ex-  
6 cess of \$195,000 for a calendar year. If any period over which salary is de-  
7 termined is less than 12 months, the \$195,000 limitation for that period shall  
8 be multiplied by a fraction, the numerator of which is the number of months  
9 in the determination period and the denominator of which is 12. On January  
10 1 of each year, the board shall adjust the dollar limit provided by this sub-  
11 paragraph to reflect any percentage changes in the Consumer Price Index for  
12 All Urban Consumers, West Region (All Items), as published by the Bureau  
13 of Labor Statistics of the United States Department of Labor.

14 “(27) ‘School year’ means the period beginning July 1 and ending June 30  
15 next following.

16 “(28) ‘System’ means the Public Employees Retirement System.

17 “(29) ‘Variable account’ means the account established for a member who  
18 participates in the Variable Annuity Account under ORS 238.260.

19 “(30) ‘Vested’ means being an active member of the system in each of five  
20 calendar years.

21 “(31) ‘Volunteer firefighter’ means a firefighter whose position normally  
22 requires less than 600 hours of service per year.

23 **“SECTION 24.** ORS 181A.490 is amended to read:

24 “181A.490. (1) Except for a person who has requested and obtained an  
25 extension from the Department of Public Safety Standards and Training  
26 pursuant to subsection (2) of this section, a person may not be employed as  
27 a police officer, or utilized as a certified reserve officer, by a law enforce-  
28 ment unit for more than 18 months unless the person:

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

30 “(B) Is a nonimmigrant legally admitted to the United States under a

1 Compact of Free Association; and

2 “(b) Has been certified as being qualified as a police officer or certified  
3 reserve officer under the provisions of ORS 181A.355 to 181A.689 and the  
4 certification has not lapsed or been revoked pursuant to ORS 181A.630,  
5 181A.640 and 181A.650 (1) and not been reissued under ORS 181A.650 (2).

6 “(2) The department, upon the facts contained in an affidavit accompa-  
7 nying the request for an extension, may find good cause for failure to obtain  
8 certification within the time period described in subsection (1) of this sec-  
9 tion. If the department finds that there is good cause for failure to timely  
10 obtain certification, the department may extend for up to one year the period  
11 that a person may serve as a police officer or reserve officer without certi-  
12 fication. The grant or denial of an extension is within the sole discretion of  
13 the department.

14 “(3) Except as provided in subsection (4) of this section, a person em-  
15 ployed as a police officer by a law enforcement unit shall commence the  
16 training necessary for certification under ORS 181A.355 to 181A.689 at an  
17 academy operated by the department not later than the 90th day after the  
18 date of the officer’s employment by the law enforcement unit.

19 “(4) A law enforcement unit may delay the commencement of training of  
20 a police officer for up to 120 days from the date of the officer’s employment  
21 when it considers the delay necessary. When a law enforcement unit delays  
22 commencement of a police officer’s training under this subsection, the law  
23 enforcement unit shall file a written statement of the law enforcement unit’s  
24 reasons with the department.

25 “(5) When a delay in the commencement of training necessary for certi-  
26 fication under ORS 181A.355 to 181A.689 at an academy operated by the de-  
27 partment is caused by the inability of the department, for any reason, to  
28 provide that training, the period of the delay may not be counted as part of  
29 the periods set forth in subsections (3) and (4) of this section within which  
30 the training must be commenced.

1 “(6) A person utilized as a certified reserve officer by a law enforcement  
2 unit must complete the training necessary for certification under ORS  
3 181A.355 to 181A.689 at a site approved by the department.

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

7 **“SECTION 25.** ORS 181A.708 is amended to read:

8 “181A.708. (1) As used in this section:

9 “(a) ‘Crowd management’ means a public security practice in which  
10 crowds are managed to prevent the outbreak of crowd crushes, affrays, fights  
11 or riots, or in which an assembly, protest or demonstration is dispersed.

12 “(b)(A) ‘Handheld chemical incapacitant’ means the following, together  
13 or separately:

14 “(i) Handheld munitions and devices specifically designed to cause tem-  
15 porary pain, temporary irritation, temporary disruption of vital processes,  
16 temporary incapacitation, temporary disability or permanent harm through  
17 the toxic properties of toxic chemicals, or their precursors, that would be  
18 released as a result of the employment of the handheld munitions and de-  
19 vices; and

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

23 “(B) ‘Handheld chemical incapacitant’ does not include tear gas.

24 “(c) ‘Key component of a binary or multicomponent chemical system’  
25 means the precursor that plays the most important role in determining the  
26 toxic properties of the final product and that reacts rapidly with other  
27 chemicals in a binary or multicomponent system.

28 “(d) ‘Kinetic impact projectile’ means all nonlethal, less-lethal or semile-  
29 thal projectiles, including but not limited to rubber and plastic bullets,  
30 beanbag rounds, sponge rounds and pellet rounds.

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

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

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

14 “(h) ‘Toxic chemical’ means any chemical that through its chemical action  
15 on biological processes can cause death, temporary pain, temporary irri-  
16 tation, temporary disruption of vital processes, temporary incapacitation,  
17 temporary disability or permanent harm to humans or animals.

18 “(2) A law enforcement agency may not use a handheld chemical  
19 incapacitant for crowd management.

20 “(3) A law enforcement agency may not use tear gas for crowd manage-  
21 ment except when:

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

23 “(A) Defend against a threat to life or serious bodily injury to any indi-  
24 vidual, including any peace officer; or

25 “(B) Bring an objectively dangerous and unlawful situation safely and  
26 effectively under control;

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

28 “(c) De-escalation techniques or other alternatives to force have been at-  
29 tempted, when reasonable, and failed; and

30 “(d) The law enforcement agency has done the following, in the following

1 order:

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

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

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

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

8 “(b) A law enforcement agency may not discharge a kinetic impact  
9 projectile in a manner that intentionally targets the head of a person, except  
10 against an individual engaged in conduct otherwise justifying the use of  
11 deadly physical force by a peace officer under ORS 161.242.

12 “(5) This section does not prohibit a law enforcement agency or a peace  
13 officer from using a handheld chemical incapacitant or kinetic impact  
14 projectile against an individual engaged in conduct otherwise justifying the  
15 use of physical force under ORS 161.195 to 161.275.

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

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

24 “(8) A law enforcement agency shall adopt policies requiring the cleanup  
25 of visible debris caused by the use of tear gas and kinetic impact projectiles  
26 within a reasonable time of the use of tear gas and kinetic impact projectiles.

27 “(9) A law enforcement agency may not use electronically amplified  
28 noise-producing equipment for crowd management except for announcements  
29 or to facilitate movement of an emergency vehicle as allowed or required by  
30 ORS 820.300 or any other provision of law. Whenever possible, a law

1 enforcement agency shall provide announcements for purposes of crowd  
2 management both audibly and visually.

3 “(10) When using handheld chemical incapacitants, tear gas, kinetic im-  
4 pact projectiles or electronically amplified noise-producing equipment in  
5 compliance with this section, and when it is possible to do so safely, a law  
6 enforcement agency:

7 “(a) Shall attempt to take injured persons to safety or allow injured per-  
8 sons to seek medical help.

9 “(b) May not prevent emergency medical services from reaching injured  
10 persons.

11 “(c) Shall take reasonable action to accommodate disabilities when issu-  
12 ing or enforcing orders to disperse.

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

17 “(12) A law enforcement agency shall inform federal law enforcement  
18 agencies of the requirements of this section.

19 **“SECTION 26.** ORS 181A.710 is amended to read:

20 “181A.710. (1) As used in this section, ‘law enforcement agency’ means the  
21 Department of State Police, the Department of Justice, a district attorney,  
22 a political subdivision of the State of Oregon, a municipal corporation of the  
23 State of Oregon and a university, that maintains a law enforcement unit as  
24 defined in ORS 181A.355 [(12)(a)(A)] **(13)(a)(A)**.

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

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

30 “(b) Act in concert with another law enforcement agency to engage in

1 misconduct barred by a court order or statute.

2 “(3) Intentional violation of this section constitutes official misconduct  
3 in the second degree under ORS 162.405.

4 **“SECTION 27.** ORS 181A.775 is amended to read:

5 “181A.775. As used in ORS 181A.775 to 181A.805:

6 “(1) ‘Employ,’ when used in the context of the relationship between a law  
7 enforcement agency and a police officer, includes the assignment of law  
8 enforcement duties on a volunteer basis to a reserve officer.

9 “(2) ‘Law enforcement agency’ means the Department of State Police, the  
10 Department of Justice, a district attorney, a political subdivision of the State  
11 of Oregon, a municipal corporation of the State of Oregon, a tribal govern-  
12 ment and a university, that maintains a law enforcement unit as defined in  
13 ORS 181A.355 [(12)(a)(A)] **(13)(a)(A).**

14 “(3) ‘Police officer’ means a person who is:

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

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

18 “(4) ‘Tribal government’ means a tribal government as defined in ORS  
19 181A.940:

20 “(a) With land that is contiguous to the county in which the deadly  
21 physical force planning authority is created; and

22 “(b) That has adopted the provision of tribal law described in ORS  
23 181A.942 (1)(d)(C)(i).

24 **“SECTION 28. ORS 243.732, 243.736 and 243.738 are repealed.”**

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