

INSTRUCTIONS: File the original and three copies of the complaint and all attachments and the \$300 filing fee with the Board at:

528 Cottage St NE, Suite 400
Salem, Oregon 97301-3807
Phone 503-378-3807

**STATE OF OREGON
EMPLOYMENT RELATIONS BOARD**

**UNFAIR LABOR PRACTICE COMPLAINT
Public Employment**

For Board Use Only

Case No. UP-018-16

Date Filed 6/23/16

<p>COMPLAINANT Name, address, phone number, and e-mail address</p> <p>SEIU Local 503, OPEU 1730 Commercial Street SE Salem, OR 97302 503.581.1505 khosravis@seiu503.org</p>	<p>COMPLAINANT'S REPRESENTATIVE Name, address, phone number, and e-mail address, if applicable</p> <p>Shirin Khosravi, Staff Attorney SEIU Local 503, OPEU 1730 Commercial Street SE Salem, OR 97302 503.581.1505 khosravis@seiu503.org</p>
<p>RESPONDENT</p> <p>Oregon Department of Fish and Wildlife 4034 Fairview Industrial Drive SE Salem, OR 97302 503.947.6000</p>	<p>RESPONDENT'S REPRESENTATIVE Name, address, phone number, and e-mail address, if applicable</p> <p>Curt Melcher, Director Oregon Department of Fish and Wildlife 4034 Fairview Industrial Drive SE Salem, OR 97302 503.947.6044 curt.melcher@state.or.us</p>

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Complainant alleges that Respondent has committed an unfair labor practice under ORS 243.672(1)(a), (b) and (c) of the Public Employee Collective Bargaining Act. The following is a clear and concise statement of the facts involved in each alleged violation, followed by a specific reference to the section and subsection of the law allegedly violated. (For each claim, specific dates, names, places, and actions. Attach copies of main supporting documents referred to in the statement of claims.)

I certify that the statements in this complaint are true to the best of my knowledge and information.

Please see attached.

By: [Signature]
Signature of Complainant or Complainant's Representative

Staff Attorney
Title

6.23.16
Date

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STATE OF OREGON
EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES)
INTERNATIONAL UNION LOCAL 503,)
OREGON PUBLIC)
EMPLOYEES UNION,)
)
Complainant,)
)
v.)
)
)
STATE OF OREGON,)
OREGON DEPARTMENT OF FISH)
AND WILDLIFE)
Respondent.)
_____)

Case No. UP-18-16

COMPLAINT

1.

Complainant, Service Employees International Union Local 503, Oregon Public Employees Union (“the Union”), is a labor organization within the meaning of ORS 243.650(13), representing a group of employees of Oregon Department of Fish and Wildlife (“ODFW”), a public employer, within the meaning of ORS 243.650(20).

2.

The Union and ODFW have been parties to a series of collective bargaining agreements (CBAs), the most recent of which is effective, by its terms, from July 1, 2015, through June 30, 2019. (Relevant portions of that Agreement are included herewith as Attachment 1).

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3.

The Union is the exclusive collective bargaining representative for various employees of ODFW (unit employees) and the CBAs referenced in paragraph 2 above set out various terms and conditions of employment applicable to the unit employees.

4.

Article 10, Section 6 "UNION RIGHTS" -- of the CBA provides in part: "The Employer agrees that a Union Steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in his/her role of Steward, the relationship is different than that of supervisor and employee." (See Attachment 1).

5.

James Reed is employed as the Statewide Hunter Education Coordinator for ODFW. A substantial part of Reed's position consists of coordinating the recruitment specialist project ("the project"). (See Attachment 2, p. 3). In this role, Reed works with the outdoor skills coordinator to provide training and also monitor the work of seven temporary employees ("recruitment specialists") hired to teach hunter education classes and put on outdoor skill workshops. Reed was also involved in the early stages of the project assisting in the hiring of the seven employees by attending interviews and making hiring recommendations to his then supervisor, Roger Fuhrman. (See Attachment 2, p. 3).

6.

Reed is openly and actively involved in Union representational and other Union activities at his workplaces. Reed was a part of the 2015 Oregon Department of Transportation (ODOT) Coalition Bargaining Team (which represents ODFW unit employees in bargaining with the

State). Reed is also a lead steward for the ODFW sub-local Union, and he is a member of the Labor/Management Committee (LMC) as Union Representative.

7.

In or about October, 2015, Reed's regular direct supervisor, Roger Furman, was assigned to work in the Director's office and was replaced in the supervisory position by Chris Willard. Willard is Reed's current supervisor. (*See* Attachment 2, p. 3).

8.

On or about December 21, 2015—the Monday before Christmas—Reed elected to take a vacation day guaranteed to him by Article 66 of the CBA referenced in ¶ 2 above. Reed invited the seven recruitment specialist, mentioned in ¶ 5 above, over to his house for a barbeque. The recruitment specialist went to Reed's house on their lunch hour, 12:00pm, on that day. (*See* Attachment 2, p. 3).

9.

On or about January 4, 2016—the first Monday of the workweek after New Year's Day—Reed was called to an impromptu meeting with his supervisor. During the meeting Willard told Reed, among other things, that Reed: a) is not a supervisor and was overreaching his responsibilities with the recruitment specialists; b) he was out of line for having the recruitment specialists over to his house for the barbeque referenced in ¶ 7, and; c) he must get permission from Willard as well as from Deputy Administrator of the Information and Education Division ("I & E Administrator") Rick Hargrave, before having the recruitment specialists over to his house during the workweek—despite the fact that it was during non-work time. (*See* Attachment 2, pp. 3-4)

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10.

At the meeting referenced in paragraph 9 above, Willard handed Reed a document (*See Attachment 3*) which listed various “items affecting his job” including Union related activities. Willard informed Reed that he was doing the “bare minimum” for the hunter education program and that Reed “needed to do some soul searching” and drop some of the activities on the left side of the document – which included various Union activities. (*See Attachment 3*) Willard told Reed that if he did not “reduce the equation” it would “lead to performance issue[s]” and interfere with Reed’s 2016 priorities. (*See Attachment 2, p. 4*). No Union representative was present at all during this meeting.

11.

On or about March 1, 2016, Reed was called into a meeting with both Hargrave and Willard. At this meeting Reed informed Hargrave and Willard that he would resign his International Hunting Education Association – United States of America (“IHEA-USA”) board position in May at the Vermont IHEA-USA conference. Reed explained that this position requires extensive time to be active on the board, and that by dropping this responsibility he would free-up more time to work on the 2016 goals that Willard had set out for Reed, referenced in ¶ 9. (*See Attachment 2, pp. 6-7*). Both Hargrave and Willard summarily rejected that suggestion and told Reed that if he had to drop items “on the left side of the document” (which included Union activities) to avoid “performance issues.” Indeed, other than the IHEA-USA and his regular required work duties, the only other items on that list were protected, Union activity.

12.

Prior to the incidents outlined in the paragraphs above, Reed was never before counseled, advised or otherwise restricted regarding his engagement in Union activities.

13.

A. By actions set forth above, and in particular, those outlined in ¶¶ 9 through 12, ODFW violated ORS 243.672(1)(a) by express and implicit threats that Reed would be punished or adversely affected for engaging in protected Union activities;

B. By actions set forth above, and in particular, those outlined in ¶¶ 9 through 12, OSU violated ORS § 243.672(1)(b) and (e) when it bypassed the Union and sought to engage in direct dealing with Reed concerning when and whether he could engage in Union activities

WHEREFORE, Complainant requests an Order of this Board as follows:

- A. That the Board find the Employer to have violated ORS 243.672(1)(a), (b), and (e);
- B. That the Board issue a cease and desist order;
- C. That the Board order an appropriate notice be posted throughout the Employer's facilities;
- D. That the Board require the employer to reimburse the union for the filing fee accompanying this complaint; and
- E. That the Board award full representation costs to the union in this matter.

DATED this 23rd day of June, 2016.

Respectfully submitted,



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