

EMPLOYMENT RELATIONS BOARD

OF THE

STATE OF OREGON

Case No. UP-14-11

(UNFAIR LABOR PRACTICE)

AMERICAN FEDERATION OF	)	
STATE, COUNTY AND MUNICIPAL	)	
EMPLOYEES, COUNCIL 75,	)	
LOCAL 2043,	)	
	)	
Complainant,	)	RULINGS,
	)	FINDINGS OF FACT,
v.	)	CONCLUSIONS OF LAW,
	)	AND ORDER
	)	
CITY OF LEBANON,	)	
	)	
Respondent.	)	

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This matter was submitted directly to this Board on March 20, 2012, after the parties submitted the case to Administrative Law Judge (ALJ) Peter A. Rader on stipulated facts. The record closed on October 18, 2011, following receipt of the parties' closing briefs.

Jason M. Weyand, Legal Counsel, American Federation of State, County and Municipal Employees Council 75, Local 2403, Salem, Oregon, represented Complainant.

John "Tre" Kennedy, Attorney at Law, The Morley Thomas Law Firm, Lebanon, Oregon, represented Respondent.

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On March 14, 2011, the American Federation of State, County and Municipal Employees, Council 75 (AFSCME), Local 2403 (Union), filed this unfair labor practice complaint against the City of Lebanon (City), alleging that the City violated ORS 243.672(1)(a), (b), and (c). The Union filed an amended complaint on April 2, 2011, and the City timely answered.

The issues are:

1. Did Lebanon City Councilor Margaret Campbell's letter, which was published in the Lebanon Express newspaper on February 7, 2011, violate ORS 243.672(1)(a), (b), or (c)?

2. If Campbell's letter violated ORS 243.672(1)(a), (b), or (c), is it appropriate to award a civil penalty?

### RULINGS

The rulings of the ALJ were reviewed and are correct.

### FINDINGS OF FACT

The following findings are derived from the parties' stipulated facts, declarations, and joint exhibits:

1. The City of Lebanon (City) is a public employer under ORS 243.650(20) and is governed by a City Council as set forth in its Charter.

2. The American Federation of State, County and Municipal Employees, Council 75, Local 2043 (Union) is a labor organization under ORS 243.650(13) and the exclusive representative of a unit of approximately 27 City employees, excluding fire and police personnel, who work at least 20 hours per week for the City.

3. The City and Union are parties to a collective bargaining agreement (Contract) that expires on June 30, 2012.

### The City's Organizational Structure

4. The City's Charter governs its organizational structure and powers.

Section 6 of the Charter sets out the powers reserved to the Council and states "[e]xcept as this Charter provides otherwise, all powers of the City shall be vested in the Council."

Section 7 describes the composition of the City Council and states "[t]he Council shall be composed of a Mayor elected from the City at large, and six Councilors nominated and elected by precinct."

Section 10 sets out the officers appointed by the Council:

“Additional officers of the City shall be a City Recorder, a City Attorney, a City Administrator, and in the discretion of the Council, a Municipal Judge and whatever other officers the Council deems necessary. The Municipal Judge, the City Attorney, and the City Administrator shall be appointed by the Council and be responsible to it and the other additional officers shall be appointed by the City Administrator and be responsible to him/her. The Council, as needs dictate, may appoint one or more pro tem Municipal Judges to serve such term as the Council provides.”

5. Additional information on the role of the City Council is provided on the City’s website. The website states “[t]he City Administrator, or manager, is appointed by the City Council and is responsible to them for the daily operation of the City’s departments and implementation of Council policy.”

6. Margaret Campbell was appointed as a City Councilor for Ward II in 2010. Over the past 10 years, no city councilor has been a member of the City’s labor negotiation team. By virtue of her position, Campbell sits on the City’s budget committee; her duties include voting on and ratifying any collective bargaining agreement with the Union that is negotiated by the City’s bargaining team.

#### Facts Giving Rise to the Complaint

7. Faced with a deepening budget crisis of up to \$400,000, the City’s unions were told in late 2010 and early 2011 that everything was on the table, including layoffs of union positions, not filling open positions, reducing hours at the library, closing the jail, and no longer prosecuting misdemeanor crimes.

8. On or about January 26, 2011, Union president Richard Nelson and Greg Burroughs, president of the Teamsters’ Local 223, representing the City’s Police Officers, co-authored a letter to the City. In their letter, the union presidents stated that before laying off union workers or cutting essential services, the City should consider eliminating the positions of assistant city manager/human resources manager and the human resources assistant. The letter also stated that the unions would “not consider discussing any loss or reduction in benefits to help the [C]ity’s financial position until these unnecessary positions are eliminated.” The letter was sent to City Manager John Hitt, Mayor Ken Toombs, and the entire City Council.

9. On or about February 7, 2011, Campbell sent a letter to the editor of the Lebanon Express newspaper, which was addressed to all citizens of Lebanon. The letter, which states that she was writing as an individual but was signed “Margaret A. Campbell, City Councilor, Ward II,” discussed Campbell’s (and her family’s) involvement with unions. Campbell then stated:

“With that as background, let me talk about the letter the City received from Messrs. Nelson and Burroughs. I believe I speak from a unique perspective as a Human Resources professional. The joint letter from both of the City’s unions demands elimination of two HR-related jobs.”

Campbell then provided the following defense of the human resources positions and criticism of unions in general and the Union in particular:

“HR [Human Resources] has two primary functions [*sic*] to explain and interpret management policies to employees and to relate information about the workforce, its status, and concerns to management. In union organizations both those roles place HR squarely in the place of enforcing the contract from the employer side. When HR identifies an action not in alignment with the existing agreement IT IS THE DUTY of HR to inform/remind the union of their obligations under the contract to ensure both parties to the contract are following the agreement. Clearly, this makes HR – regardless of who holds the position – appear to be in an adversarial position to the union when it is merely trying to ensure compliance with the mutually agreed upon contract.

“\* \* \* \* \*

“So why then does this letter from the unions call out the two city employees associated with the HR function.[*sic*] The Teamsters most recent LM-2 (a federally required form unions must file) indicates that 13.7% of collected dues are spent on Administration and another 21.4% on overhead. AFSCME indicates it spends 9.9% on Administration and 12.6% on overhead. In other words both these unions and particularly the individuals who wrote the letter have access to millions of dollars to support and pursue whatever action they may have against the City. Frankly, the citizens of Lebanon should feel well-served that these two employees are apparently doing their jobs so effectively and are so formidable that the enormous resources of both unions aren’t sufficient to ‘protect’ the unions from the reasonable enforcement of the contract the City negotiated with them.

“\* \* \* As I stated at the beginning, I have a strong personal background in unions but I have observed that unions have ‘dropped out’ of the history and evolution of the American workplace in general somewhere back in the late 20<sup>th</sup> century. That’s because a concept I like to refer to as the ‘enlightened employer’ emerged. There are very few businesses that can continue to exist and certainly compete locally, nationally and especially globally unless they provide reasonable wages, benefits and working conditions. Not because of a union contract or the lack of one but because

if they don't do it their competitor down the street will! So for the past 30 years unions have had to struggle to find purpose because most of their original goals have been met with and mostly without their help and they have been unable to re-define their purpose for current and future employees. Thus unions are rapidly developing a reputation for being the last refuge of the incompetent, inept, uncooperative, intransigent and impotent employee angry at their employer for things that the employer is not at fault. In the United States [sic] today we have all been victimized by a failing education system and are on the verge of being left behind by the rise of technology we don't appreciate or have the education and training to understand.

"So I challenge you gentlemen: if you have productive ideas submit them quickly; if you have nothing then leave criticism and emotional rhetoric to others rather than reveal your own failings in such a public and pathetic manner.

"To the citizens of Lebanon who seem all too anxious to pin blame or stir up old animosities I urge you to think carefully. To the first person who can provide me with a list of jobs that unions have established, profitable business concerns they have started and advances in technology or new products they have initiated I offer \$100 cash - it will not be anything I have to worry about because it never has and will never happen. Entrepreneurs and risk-takers have built American business, not unions. I do not blindly believe they have always been right or fair but they have acted and achieved results.

"To employees of the City and other organizations imprisoned by the dictatorship of a union as a private citizen I advise you to seek out the Department of Labor website where you can find instructions on how to de-certify your union captors. As an individual and former union member I believe you can put your dues to better use in your own household budget and in supporting causes that truly express your own values."  
(Emphasis in original.)

On February 9, 2011, the newspaper published an article that summarized Campbell's letter; the article stated that Campbell planned to read it at the City Council meeting that evening, and noted that the letter could be found on the newspaper's website.

10. Union president Nelson stated in his declaration that after Campbell's letter was published, nearly every employee represented by the Union read it. Bargaining unit members were hurt, offended, or angered by the statements expressed in the letter.

Nelson also began to receive inquiries from bargaining unit members questioning “whether the Union was providing a benefit to employees and whether City employees should continue to be represented by AFSCME.” As a result of the letter, Nelson and other bargaining unit members became somewhat fearful of engaging in any sort of concerted public activity to protest City actions. Nelson believes Campbell’s letter had a detrimental effect on labor relations and employee morale and caused internal debate and friction within the Union membership.

11. Neil Bernardczyk is an AFSCME Council Representative who provides service to several local unions, including the Union. His duties include filing and processing grievances, attending labor/management meetings, representing employees in investigatory meetings, and training members and leaders. He stated in his Declaration that some Union bargaining unit members are fearful that members of the City Council hold anti-Union views, that some questioned whether the Union was providing a benefit to employees and whether they should continue to be represented by AFSCME. Some bargaining unit members were reluctant to engage openly in union activities for fear of retaliation by the City Council and the Human Resources department. He also states that Campbell’s letter has negatively affected morale.

#### CONCLUSIONS OF LAW

1. This Board has jurisdiction over these parties and the subject matter of this dispute.

2. The City violated ORS 243.672(1)(a) when Councilor Campbell advised City employees in a February 7, 2011 letter to the newspaper, “to seek out the Department of Labor website where you can find instructions on how to de-certify your union captors.”

The Union alleges that Campbell’s February 7, 2011 letter to the local newspaper editor, in which she criticized the Union and called for employees to find out how to “de-certify your union captors,” violated ORS 243.672(1)(a). Under this statutory provision, it is an unfair labor practice for a “public employer or its designated representative” to “interfere with, restrain or coerce employees in or because of the exercise of rights” guaranteed under the Public Employee Collective Bargaining Act (PECBA).

Subsection (1)(a) prohibits two types of employer actions: (1) those that restrain, interfere, or coerce employees “because of” their exercise of protected rights; and (2) those that restrain, interfere, or coerce employees “in” their exercise of protected rights. *Portland Assn. Teachers v. Mult Sch. Dist. No. 1*, 171 Or App 616, 623, 16 P3d 1189 (2000). Rights guaranteed under the PECBA include “the right [of employees] to form, join and participate in the activities of labor organizations of their own choosing for the

purpose of representation and collective bargaining with their public employer on matters concerning employment relations.” ORS 243.662. To determine if an employer violated the “because of” portion of the statute, we analyze the motives for the employer’s conduct. If the employer acted “because of” the employees’ exercise of PECBA rights, we will find those actions unlawful. *Id.* at 623.

There are two types of “in the exercise” violations of subsection (1)(a). One is derived from a violation of the “because of” prong of the statute. If we conclude that an employer took an unlawful action “because of” an employee’s activities protected under the PECBA, we also find that the natural and probable effect of the employer’s unlawful act would be to chill employees’ exercise of their PECBA-protected rights. *State Teachers Education Association/OEA/NEA, et al., and Hurlbert et al v. Willamette Education Service District et al*, Case No. UP-14-99, 19 PECBR 228, 249 (2001), *AWOP*, 188 Or App 112, 70 P3d 902 (2003). An employer may also independently violate the “in the exercise” portion of subsection (1)(a). *Id.* “In the exercise” violations most frequently arise when an employer makes threatening or coercive statements regarding union activity; they can also occur, however, in the absence of direct threats or coercion. *Hood River Education Association v. Hood River County School District*, Case No. UP-38-93, 14 PECBR 495, 499 (1993) (quoting *OPEU and Termine v. Malheur County*, Case No. UP-47-87, 10 PECBR 514, 521 (1988)). The threat must be specifically directed at protected activity; harsh language and “generic expressions of anger that may be made in the heat of a collective bargaining dispute” do not violate subsection (1)(a). *Clackamas County Employees’ Assn. v. Clackamas County*, 243 Or App 34, 42, 259 P3d 932 (2011).

Under the PECBA, employer representatives have wide latitude to make critical remarks about a union and its operations. *Hood River County School District*, 14 PECBR at 499-500. In *Hood River County*, we concluded a superintendent’s letter, in which he told the grievant he found it “amazing” that she would “consume Association and District dollars” by pursuing a grievance concerning mileage reimbursement in the amount of \$18.48, did not violate the “in the exercise” prong of subsection (1)(a). We held that the superintendent’s letter constituted a lawful attempt to dissuade the bargaining unit member from pursuing her grievance. Other cases where we have found that an employer representative’s statements criticizing a union did not violate subsection (1)(a) include: *Bend Education Association v. Bend School District No. 1*, Case No. C-27-79, 4 PECBR 2617 (1980 ) (a superintendent’s “disparaging remarks to [an employee] for filing a grievance” involved no actual or implied coercion or threat of reprisal; instead, the statements constituted a “vigorous disagreement over the merits of the grievance” and were not unlawful) and *Junction City Police Association v. Junction City*, Case No. UP-18-89, 11 PECBR 780, 790 (1989) (a supervisor’s comments to a union officer regarding the unfairness of union dues for part-time employees were not unlawful; the supervisor merely expressed his opinion on the subject of dues but made no threats and did not try to generate dissension among other employees about the dues).

Here, we conclude that many of the statements Campbell made in her letter do not violate the “in the exercise” prong of subsection (1)(a). Her criticism of Nelson and Burrough’s letter, her charge that the Union and the Teamsters have “millions of dollars to support and pursue” actions against the City, and her accusation that “unions have ‘dropped out’ of the history and evolution of the American workplace” constitute colorful criticism and disparagement of unions in general and the Union in particular. They are not unlawful, however. These remarks represent no actual or implied attempt to coerce employees, and make no threats of reprisal if bargaining unit members engage in protected activity. It is unlikely that these statements would have the natural and probable effect of deterring a bargaining unit member from participating in Union activities. We conclude that these comments do not violate the “in the exercise” prong of subsection (1)(a).

We reach a different conclusion, however, concerning the final paragraph in Campbell’s letter. In that paragraph, she tells City employees “imprisoned by the dictatorship of a union” to “seek out the Department of Labor website where you can find instructions on how to de-certify your union captors.” Given the circumstances that gave rise to the statement, it constitutes an attempt to impliedly coerce employees in their exercise of an important protected right—choosing whether to be represented by a union.

In *Oregon Public Employees Union v. Jefferson County*, Case No. UP-20-99, 18 PECBR 310 (1999), we considered a statement very similar to the one Campbell made. In *Jefferson County*, the parties were involved in an ongoing labor dispute over contract negotiations. After bargaining unit members picketed a county commissioner’s business, the commissioner called the local union president and told her that he wanted employees to be represented by a different union, that he wanted certain union staff members removed from the bargaining team, and that he would not bargain with certain members of the team. We held that the commissioner’s statements violated the “in the exercise” prong of subsection (1)(a):

“It is reasonable to conclude that the natural and probable effect of such comments would be to chill employees’ exercise of protected rights. One of the three County officials ultimately responsible for formulating and effectuating the County’s labor relations policies states that he wants the employees’ exclusive representative removed, he wants their negotiators removed, and wants the employees represented by another union. Such comments would inevitably make employees less willing to support OPEU, less willing to participate in bargaining and strike activity, and less willing to engage the County on employment relations matters.” *Id.* at 316 (Citation omitted).

*Jefferson County* involved a difficult and contentious situation—an ongoing labor dispute and unresolved contract negotiations. In this environment, a public official with responsibility for labor relations matters tells the head of the union that employees should choose a different labor organization to represent them. Under these circumstances, the commissioner’s statement constituted an attempt to impliedly coerce bargaining unit members in their PECBA-protected right to freely choose a labor organization. Based on the commissioner’s statement, bargaining unit members might reasonably feel some obligation to change their exclusive representative, believing they would have greater success in negotiations if they did.

Here, the parties also faced a difficult situation—a budget crisis that caused the City Council to consider a variety of undesirable options, including staff layoffs and reductions in services and benefits. In this environment, a member of the City Council, the group with ultimate authority to make budget decisions, tells employees they should find out how to decertify their “union captors.” Bargaining unit members who read the letter might reasonably feel obligated to follow Campbell’s suggestion and reject the Union, hoping that might receive better treatment from the City Council if they did. Campbell’s statement regarding de-certifying the Union constitutes the same type of implied coercion we found unlawful in *Jefferson County*. Accordingly, we conclude that this statement violates the “in the exercise” prong of subsection (1)(a).

The City cannot defend against Campbell’s comments on the grounds that her remarks are constitutionally protected free speech. A public employer is liable for the actions of its officials, and a public employer has no constitutionally protected right to free speech. *AFSCME Local 2975 v. City of Corvallis*, 90 Or App 372, 378, 752 P2d 860 (1988). In her letter to the newspaper, Campbell identified herself as “City Councilor, Ward II.” Because she spoke as the City’s representative, liability for her remarks is ascribed to the City and constitutional free speech rights are not affected. (*Jefferson County*, 18 PECBR at 317, citing *OEA and Christy v. Wasco ESD*, Case No. UP-29-91, 13 PECBR 532, 535 (1992) (footnote omitted from *Jefferson County*)).

As an affirmative defense against the Union’s claim, the City asserts that Campbell’s letter did not constitute employer action. The City notes that subsection (1)(a) applies only to the actions of a “public employer or its designated representative” and that ORS 243.650(21) defines a public employer’s representative as an individual “specifically designated by the public employer to act in its interests in all matters dealing with employee representation, collective bargaining and related issues.” The City contends that it never designated Campbell to act for it “in any matters dealing with employee representation, collective bargaining or related issues, let alone ‘all matters.’” (City written argument, p. 3). We are not persuaded by the City’s argument.

In *Jefferson County*, the commissioner whose remarks were at issue was not a member of the County bargaining team. In addition, there was no indication in the

record that he had been specifically assigned responsibility for negotiations or any other labor relations matters. Our conclusion that the county was liable for the commissioner's remarks was based on the commissioner's ultimate responsibility for formulating and implementing the county's labor relations policies. *Id.* at 316. Here, Campbell holds a position similar to the commissioner in *Jefferson County*. She is a member of a six-person Council in which the City Charter vests all powers. The Council is the public employer; and Campbell shares that status because she is a member of the Council.<sup>1</sup>

We conclude that the sentence in the final paragraph of Campbell's letter, in which she urges employees to decertify the Union, violated the "in the exercise" prong of subsection (1)(a). It will add nothing to the remedy if we decide whether the statement also violates the "because of" portion of the statute, and we will not make this determination.

3. The City violated ORS 243.672(1)(b) when Councilor Campbell advised City employees in a February 7, 2011 letter to the newspaper, "to seek out the Department of Labor website where you can find instructions on how to de-certify your union captors."

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<sup>1</sup>In support of its position that Campbell is not a "designated representative" of the City, the City cites *Service Employees Int'l Union Local 503 v. DAS*, 202 Or App 469, 123 P3d 300 (2005). The City's reliance on this case is misplaced. In *SEIU v. DAS*, the court reversed our conclusion that the respondents—the State of Oregon, the Department of Human Services (DHS), the Department of Administrative Services (DAS) and the Home Care Commission (commission)—violated ORS 243.672(1)(a) when DHS workers told a home care worker that her request for a pay increase would be denied because the home care workers had voted for representation by the union. The court noted that home care workers have a "unique relationship" with DHS and the commission, an independent public body created to provide home care services to the elderly and people with disabilities. Under the Oregon Constitution, home care workers are not considered public employers of the state "for any purposes." For collective bargaining, however, the commission is considered the public employer and the employer of record for home care workers. Home care workers are also considered "public employees" under the PECBA. *Id.* at 473 (citations omitted).

The court found no evidence that the commission had designated DHS as its representative under ORS 243.650(21) and concluded that the commission was not liable for the actions of the DHS representatives. *Id.* at 476-77. The court reversed our conclusion that the actions of the DHS representatives were attributable to the commission.

The facts here can readily be distinguished from those in *SEIU v. DAS*. No separate government commissions or agencies are involved. There is no designation of duties to consider. The single employer at issue is the City. Councilor Campbell, as a member of the council that is responsible for formulating all City policies and overseeing all City operations, is a public employer.

The Union alleges that the City violated ORS 243.672(1)(b) when Campbell advised employees in her letter to the newspaper to find out how to “de-certify your Union captors.” Subsection (1)(b) makes it an unfair labor practice for an employer to “[d]ominate, interfere with or assist in the formation, existence or administration of any employee organization.” To prove a violation of this statutory provision, a complainant must show “that the employer’s actions impeded or impaired the labor organization in performing its duties as exclusive representative.” *Lebanon Education Association/OEA v. Lebanon Community School District*, Case No. UP-4-06, 22 PECBR 323, 355 (2008). (1)(b).

Here, the record shows that Councilor Campbell’s statement that employees should find out how to decertify their “union captors” adversely affected the Union’s ability to represent its members. Bargaining unit members’ confidence in and support for the Union lessened as members questioned whether the Union provided them with any benefit, and whether it was worthwhile to continue being represented by the Union. Accordingly, we conclude that Campbell’s statement regarding Union decertification impaired the Union’s ability to represent its members in violation of subsection (1)(b).

4. This Board does not reach the issue of whether the City violated ORS 243.672(1)(c).

Because we conclude that the City violated ORS 243.672(1)(a) and (b) when Campbell told City employees that they should find out how to decertify the Union, it is unnecessary to consider if these same actions also violated ORS 243.672(1)(c). Even were we to find a violation of subsection (1)(c), it would add nothing to the remedy. *Lebanon Community School District*, 22 PECBR at 355.

### Remedy

We have concluded that the City violated ORS 243.672(1)(a) and (b) when Campbell told City employees they should find out how to decertify the Union in a February 7, 2011 letter to the newspaper. Under ORS 243.676(2)(b) we are required to issue a cease and desist order, and we will do so.

The Union asks that we require the City to post a notice of its wrongdoing. We generally require an employer to post an official notice if the employer’s unlawful actions: (1) were calculated or flagrant; (2) were part of a continuing course of illegal conduct; (3) were perpetrated by a significant number of the respondent employer’s personnel; (4) affected a significant portion of bargaining unit members; (5) had significant potential or actual impact on the functioning of the designated representative as representative; or (6) involved a strike or discharge. *Oregon School Employees Association Chapter 35 v. Fern Ridge School District 28J*, Case No. C-19-82, 6 PECBR 5590, 5601, *AWOP*, 65 Or App 568, 671 P2d 1210 (1983), *rev den*, 296 Or 536, 678 P2d 738

(1984). Not all of these criteria need be satisfied to order a posting. *Oregon Nurses Association v. Oregon Health & Science University*, Case No. UP-3-02, 19 PECBR 684, 685 (2002). Here, Campbell's statement urging employees to decertify the Union affected a significant number of bargaining unit members since many (if not all) read it. In addition, it significantly impacted the Union's ability to represent its members because Campbell's remark caused many bargaining unit members to lose confidence in the Union and question the value of Union representation. For these reasons, we will order the City to post the attached notice of compliance with our Order.

The Union also asks that we award a civil penalty, contending that Campbell's actions were "egregious." ORS 243.676(4)(a) authorizes us to award a civil penalty if we conclude that "the action constituting the unfair labor practice was egregious." The Union's pleadings do not contain a statement in support of a civil penalty as required by OAR 115-035-0075, however. Accordingly, we will not award one.

ORDER

1. The City will cease and desist from violating ORS 243.672(1)(a) and (b).
2. The City shall sign and prominently post one copy of the attached notice in each building or facility where bargaining unit members work. The notice shall be posted within 14 days of the date of this Order and may not be removed for 30 consecutive days.
3. The remainder of the complaint is dismissed.

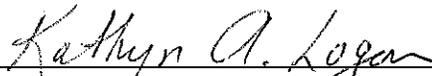
DATED this 29 day of June 2012.



Susan Rossiter, Chair



Paul B. Gamson, Board Member



Kathryn A. Logan, Board Member

This Order may be appealed pursuant to ORS 183.482.



# NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE  
STATE OF OREGON  
EMPLOYMENT RELATIONS BOARD

PURSUANT TO AN ORDER of the Employment Relations Board in Case No. UP-14-11, American Federation of State, County and Municipal Employees, Council 75, Local 2043 v. City of Lebanon, and in order to effectuate the policies of the Public Employee Collective Bargaining Act, we hereby notify our employees that:

The Employment Relations Board (ERB) found that the City of Lebanon violated ORS 243.672(1)(a) and (b) when City Councilor Margaret Campbell advised City employees in a February 7, 2011 letter published in the Lebanon Express that they should “seek out the Department of Labor website where you can find instructions on how to de-certify your union captors.” To remedy this violation, ERB ordered the City to:

1. Cease and desist from violating ORS 243.672(1)(a) and (b);
2. Post this notice in a prominent place in all buildings and facilities where bargaining unit employees work.

EMPLOYER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Employer Representative

Title: \_\_\_\_\_

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED**

*This notice must remain posted in each employer facility in which bargaining unit personnel are employed for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other materials. Any questions concerning this notice or compliance with its provisions may be directed to the Employment Relations Board, 528 Cottage Street N.E., Suite 400, Salem, Oregon, 97301-3807, phone 503-378-3807.*