

EMPLOYMENT RELATIONS BOARD

OF THE

STATE OF OREGON

Case No. UP-66-03

(UNFAIR LABOR PRACTICE)

TEAMSTERS LOCAL 206,	)	
	)	
Complainant,	)	
	)	
v	)	RULINGS,
	)	FINDINGS OF FACT,
CITY OF COQUILLE,	)	CONCLUSIONS OF LAW, AND
	)	ORDER
Respondent.	)	
_____	)	

Upon no objections to a proposed order issued by Administrative Law Judge (ALJ) B. Carlton Grew on August 6, 2004, following a hearing on March 19, 2003, in Coquille, Oregon. The hearing closed on April 6, 2004, upon receipt of the parties' post-hearing briefs.

Stefan Alan Ostrach, Union Representative, Teamsters Union Local No. 206, 711 Shelley Street, Springfield, Oregon 97477, represented Complainant.

Karen O'Kasey, Attorney at Law, Hoffman, Hart & Wagner, Twentieth Floor, 1000 S.W. Broadway, Portland, Oregon 97205, represented Respondent.

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Teamsters Local 206 (Union) filed this complaint on November 25, 2003, alleging that the City of Coquille (City) violated ORS 243.672(1)(a), (c), and (d) by reducing an employee's pay and hours<sup>1</sup> after she supported the Union's efforts to include her position in the bargaining unit and testified in favor of the Union's position in a

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<sup>1</sup>The Union withdrew its claim regarding the reduction of hours at the start of the hearing, based on an arbitrator's ruling in favor of the City on that issue.

grievance arbitration hearing. On December 31, 2003, the City timely filed its answer, in which it admitted and denied certain allegations, and raised affirmative defenses.

The issue is:

Did the City demote and reduce the pay of Modena Thomas, in violation of ORS 243 672(1)(a), (c), and (d)?

We conclude that the City violated ORS 243.672(1)(a) because the natural and probable effect of the City's demotion of Thomas would tend to interfere with, restrain, and coerce employees in the exercise of their Public Employee Collective Bargaining Act (PECBA) rights. We conclude that the City did not violate ORS 243.672(1)(c) and (d).

### RULINGS

1. At the opening of the hearing, the Union moved for summary judgment, based on the City's admission in its answer that "[Thomas's] salary was reduced due to the Administrative Law Judge's decision [in UC-32-02] issued on April 18, 2003 and affirmed by the Employment Relations Board on May 22, 2003." The ALJ properly exercised his discretion in taking the matter under advisement. The Board needed a more complete factual record than the one available at the opening of the hearing to determine whether the City's actions violated ORS 243.672.

2. The ALJ's remaining rulings have been reviewed and are correct.

### FINDINGS OF FACT

1. The Union is a labor organization and the exclusive representative of a unit of employees employed by the City, a public employer.

2. In 2000, Modena Thomas was hired as a full-time records clerk for the City police department. Thomas had previously been employed by the City as a part-time parking patrol officer and dispatcher. Barbara Thurman was the office manager.

3. During 2002, the City decided to eliminate Thomas's records clerk position effective July 2002. Thurman retired in June of that year, and on July 1, 2002, Thomas began work as the office manager. Because the records clerk position had been eliminated, Thomas did not supervise any employees.

4. The City treated the office manager position as a management position, and the parties had excluded it from the bargaining unit for as long as they could recall. On October 7, 2002, the Union filed a unit clarification petition seeking to have the office manager position clarified into the bargaining unit. The City objected to the petition.

5. The City and Union were parties to a 2000-2003 collective bargaining agreement which was scheduled to expire on June 30, 2003. The recognition clause of the agreement states that the bargaining unit includes certain City police department employees "who are employed in classifications listed in Appendix A, except those employees that are supervisory or confidential and properly excluded by ruling of The Employment Relations Board of the State of Oregon." Appendix A is the salary schedule for the classifications of police officer and records clerk.

6. Thomas wished the office manager position to be included in the bargaining unit. She signed a showing of interest form, and openly supported the petition. As office manager, Thomas's salary was \$2,276 per month. However, she did not receive a \$260 per month payment for medical insurance coverage for her family that the City provided to similarly situated employees who were in the bargaining unit.

7. ALJ Grew held a hearing on the unit clarification petition on January 21, 2003, at which Thomas testified. ALJ Greer issued a recommended order on April 18, 2003. In his recommended order, ALJ Greer stated as follows:

"\* \* \* Thomas accepted [the office manager position], thereby voluntarily agreeing to leave the bargaining unit and receive the pay and other employment terms offered by the City. If the 'office manager' is in fact a 'records clerk,' the City arguably could reduce her pay to that specified in the contract for the records clerk classification. That result likely was not intended by the Union."

ALJ Greer concluded that Thomas's office manager position was not supervisory or confidential, but was also not properly included in the bargaining unit.

8. This Board issued its decision on May 22, 2003.<sup>2</sup> This Board affirmed ALJ Greer's recommended order, holding that Thomas's office manager position was not supervisory or confidential, nor properly included in the bargaining unit.

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<sup>2</sup>Paragraph 8 is not a finding of fact; we include it here to aid the reader.

However, it did not repeat ALJ Greer's point in Finding of Fact 7, noted above. Instead, this Board stated as follows:

"The Union argues that because the office manager performs the duties of the records clerk classification, the 'office manager' is really a 'records clerk' and, therefore, is included in the bargaining unit. We reject that argument.

"The change in duties and responsibilities for the office manager following the budgetary elimination of the records clerk position did not transform the office manager into a records clerk. The office manager historically performed some records clerk duties. In addition, the office manager does not perform *only* records clerk duties. The position is also responsible for '\* \* \* a variety of higher level of clerical duties' including arguably supervisory and confidential duties not currently being performed.

"The office manager position is a nonsupervisory, nonconfidential, unrepresented position. The Union could petition to add the [position] to its existing bargaining unit under OAR 115-25-005(4). Such a petition must be filed during an appropriate open period and accompanied by a showing of interest. Alternatively, of course, the Union and the City could agree to include the office manager in the bargaining unit.

"Under the circumstances, we conclude that the office manager position is neither a supervisory nor a confidential position, and the classification is not included in the bargaining unit." *Teamsters Local Union #206 v. City of Coquille*, Case No. UC-32-02, 20 PECBR 326, 332-333 (2003) (emphasis in original; underlining added).

9. Early in 2003, the City terminated a police officer, Daniel Brenden. The Union grieved the termination, and an arbitration hearing was held on May 16, 2003

10. Thomas testified at the hearing by telephone. As both office manager and records clerk, Thomas had worked with Brenden and his supervisors, including Chief

of Police Michael W. Reaves. Thomas's testimony was damaging to the City's case, and included testimony about statements made by Reaves.

11. Witnesses were sequestered at the hearing. Chief Reaves testified without being specifically informed that Thomas had testified. City Manager Terence O'Connor was present throughout the hearing as the employer representative. O'Connor did not tell Reaves that Thomas had testified.

12. Less than a week after the hearing, Reaves became aware that Thomas had testified as a witness called by the Union, and that her testimony was adverse to the City's position.<sup>3</sup>

13. On May 29, 2003, Reaves sent a memo to Thomas stating that, effective July 1, 2003, her position was being reclassified as a records clerk, with a salary of \$2,170 per month, based on the records clerk salary schedule, and with her hours reduced from 40 to 30 hours per week. Reaves had recommended, and O'Connor had selected, the salary step for Thomas, which was the step she would have reached if she had never left the records clerk position.

14. On July 3, the Union filed a grievance over the City's reduction of Thomas's hours of work.

15. Although Thomas was once again in a records clerk position, she retained her previous office manager duties and was given the additional responsibilities of evidence custodian and parking enforcement clerk.

16. On July 29, an arbitrator issued a decision in favor of Brenden.

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<sup>3</sup>Reaves had reason to believe that Thomas would testify at the Brenden arbitration hearing even before the hearing took place. The City has a small number of employees who work at City hall, and Thomas, who worked with Brenden and his superiors, was an obvious potential witness. Thomas was scheduled to be out of the State on vacation at the time scheduled for the arbitration hearing, and the parties to the arbitration discussed rescheduling the hearing because a Union witness would be unavailable. Reaves was aware of these facts. After Thomas returned from vacation, less than a week after the Brenden hearing, Thomas mentioned to Reaves that it had been inconvenient for her to testify. (Reaves testified that he did not recall this conversation.) Thomas did not tell Reaves the substance of her testimony. However, given the totality of the circumstances, it is likely that Reaves was aware that Thomas had testified as a witness for the Union in the Brenden arbitration, and that her testimony was adverse to the City.

17. In August 2003, the bargaining unit members voted to add Thomas's position to the bargaining unit. This Board certified the unit on August 26, 2003.<sup>4</sup>

18. On December 3, 2003, Thomas left her position with the City.

19. On January 9, 2004, Arbitrator Ronald Hoh denied the Union's grievance regarding Thomas's reduced hours of work, holding that the reduction was the result of the City's economic situation. Hoh found that the City had experienced "significant budget shortfalls" and had chosen in "what appears to be a rather draconian decision in such a small Department" not to replace two police officers who had left City employment.

### CONCLUSIONS OF LAW

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

2. The City violated ORS 243.672(1)(a) when it demoted Thomas and reduced her pay. The natural and probable effect of the City's actions would tend to interfere with, restrain, or coerce employees in the exercise of their PECBA rights.

ORS 243.672(1)(a) makes it an unfair labor practice for a public employer or its designated representative to "[i]nterfere with, restrain or coerce employees *in or because of* the exercise of rights guaranteed in ORS 243.662." (Emphasis added.) The statute establishes two separate claims, a "because of" violation and an "in the exercise" violation. *AFSCME Council 75, Local 3742 v. Umatilla County*, Case No. UP-18-03, 20 PECBR 733 (2004). The Union alleges that the City violated both branches of (1)(a).

#### ***"BECAUSE OF" CLAIM***

In *Teamsters Local 670 v. City of Vale*, Case No. UP-14-02, 20 PECBR 337 (2003), this Board discussed standards for evaluating "because of" claims.

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<sup>4</sup>Neither party submitted this certification as part of its case, but we take administrative notice of the unit certification. The certification states, in part, "Teamsters Local 206 is the exclusive representative of the following bargaining unit for the purpose of collective bargaining: All employees of the City of Coquille Police Department, excluding supervisory and confidential employees as defined in the PECBA." *Teamsters Local 206 v. City of Coquille* (Certification of Representative), Case No. RC-23-03 (August 26, 2003)

“To state a claim, a complainant must plead protected employee activity, employer action toward the employee, and a connection between the two that suggests a causal relationship. *Portland Assn. of Teachers v. Mult. Sch. Dist. No. 1*, Case No. UP-72-96, 17 PECBR 470 (1997), *reconsidered* 17 PECBR 549 (1998), *rev'd and remanded* 171 Or App 616, 16 P3d 1189 (2000), *order on remand* 19 PECBR 284, 295 (2001). The employer has the opportunity to offer a legitimate, nondiscriminatory reason for its action. If it does, then a question of law or fact exists which requires a hearing *Amalgamated Transit Union v. Tri-County Metropolitan Transit District*, Case No. UP-48-97, 17 PECBR 780, 786-787 (1998).

“In analyzing a subsection (1)(a) ‘because of’ claim, we focus on the reason for the employer’s conduct. If the employer acted to interfere with, restrain, or coerce employees because of the employees’ exercise of protected rights, the action is unlawful. *Tri-County Metropolitan Transit District*, 17 PECBR at 786.” 20 PECBR at 348 (emphasis in original).

The Union argues that the City, by reducing Thomas’s office manager position to records clerk, based on the ALJ’s comments and the ALJ and Board’s conclusions regarding her confidential or supervisory status, the City acted “because of” the Union’s filing of that petition and Thomas’s support of that petition. The Union also argues that the City’s decision was in retaliation for Thomas’s testimony at the Brenden grievance arbitration and in support of inclusion of her position in the bargaining unit. The City argues that this Board articulated the duties and responsibilities of Thomas’s position, and that, having reviewed this Board’s decision, the City was entitled to change the compensation for the position based upon this Board’s conclusions. The City argues that this was the only reason for its decision.

In its May 22, 2003 decision on the unit clarification petition, this Board<sup>5</sup> concluded that Thomas was not performing confidential or supervisory duties in the office manager position, and that the position could not be excluded from the bargaining unit on that basis. (*Coquille*, 20 PECBR at 332-333.) The City, which based its pay rate

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<sup>5</sup>Although the City relied in part on the recommended order of the ALJ, such orders are not precedent and are not final or binding upon the parties.

to Thomas in part upon her predecessors' performance of such duties, chose to treat this Board's conclusions as determinative of her salary and reduced her pay.

In *Amalgamated Transit Union, Division 757 v. Tri-County Metropolitan Transit District*, Case No. UP-48-97 (*Tri-Met*), 17 PECBR 780 (1998), this Board addressed a situation in which a supervisor who reviewed an employee's suspension grievance determined that the employee should have been terminated instead of suspended, and terminated the employee. This Board stated the following:

"\* \* \* There is little dispute that the District terminated Rotter because a grievance was filed. Absent the grievance, Earl would have had no occasion to review Rotter's conduct in more detail and would thus have had no opportunity to decide that a five-day suspension was insufficient. In the simplest terms then, it could be said that Rotter was fired *because of* his exercise of the protected activity of filing a grievance. The inquiry, however, is more complex than that.

"The words of (1)(a) indicate intentional action on the part of the employer, action taken with a purpose. The District contends that 'an unlawful motive of retaliation or discrimination is indispensable to a section (1)(a) "because of" violation,' citing *Monroe, Elgin and Malheur County*.<sup>6</sup> While we do not endorse the District's particular verbiage, we do agree that there cannot be an *unintentional* 'because of' violation. It is not enough, in other words, that an employer acts simply as a result of the exercise of protected activity; it must be in response to the protected activity. Rotter's termination resulted from his filing of a grievance, but for what reason did the District fire him? Was the reason the grievance (protected activity), or was the reason Rotter's conduct? Was the District's purpose to interfere with or restrain Rotter in pursuing his grievance, a protected right?<sup>8</sup>

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<sup>6</sup>*Monroe Elementary Education Association v. Monroe School District No. 25J*, Case Nos. UP-49/56-90, 13 PECBR 54, 67 (1991); *Elgin Education Association and Wilson v. Elgin School District, No. 23*, Case No. UP-44-90, 12 PECBR 708 (1991); and *OPEU and Termine v. Malheur County*, Case No. UP-47-87, 10 PECBR 514 (1988).

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<sup>8</sup>It is not necessary in a 'because of' claim that the facts establish that the employer acted for reasons of anti-union animus—although that might be the case—but it must be shown that the employer was motivated by the protected right to take the disputed action." 17 PECBR at 787-788 and n. 8 (italics in original, underlining added).

City officials were aware, when Thomas was promoted, that the office manager position no longer exercised supervisory authority because the City had eliminated the records clerk position it formerly supervised. Given the small size of the City's workforce, City officials knew, or should have known, the nature of the work Thomas was performing. See *H.E.R.E. Local No. 9 v. R & K Drive Inn, Inc*, Case No. UP-6-78, 4 PECBR 2562, 2570 n. 4 (1980) (applying "small plant" doctrine). The City did not know how this Board would characterize Thomas's position under the PECBA. Although it is unusual to make an employee's compensation depend upon their PECBA status, it is not unlawful.

Other than the timing of the demotion and reduction in pay, there are no facts suggesting that the City's reason for acting was improper. There are no other "attending circumstances" indicating an unlawful intention to take actions that interfere with or restrain Thomas or other Union members because of their exercise of PECBA rights. City Manager O'Connor and Chief Reaves were aware of Thomas's testimony at the grievance arbitration before making their decision to reduce her position and pay, but the Union did not meet its burden to show that, but for that testimony, Thomas would have been retained as an office manager. Nor did the Union prove that Thomas's reduction in pay was in response to, or retaliation for, the filing of the unit clarification petition in UC-32-02 or Thomas's action in support of that petition. We will dismiss the "because of" element of the complaint.<sup>7</sup>

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<sup>7</sup>When an employer violates the "because of" prong of subsection (1)(a), there is usually a derivative violation of the "in" prong. Having determined that the City did not reduce Thomas's position and pay "because of" her or the Union's exercise of protected rights, the Union has not proven a derivative "in" violation in this case.

*“IN THE EXERCISE OF” CLAIM*

In analyzing an “in” subsection (1)(a) claim, we decide whether the natural and probable effect of the employer’s conduct would tend to interfere with, restrain, or coerce employees in the exercise of their PECBA rights. The Union need not prove anti-union motivation, actual interference, restraint, or coercion. *Tri-Met*, 17 PECBR at 789 and n. 10 (citing *Malheur County*, 10 PECBR at 521 and 523, and *OSEA v. The Dalles School District*, Case No. UP-75-87, 11 PECBR 167, 171-172 (1989)). The possible effect of the employer’s actions is insufficient to establish a violation. *Tri-Met*, 17 PECBR at 789 and n. 11 (citing *OSEA v. Central Point School District*, Case No. UP-1-88, 10 PECBR 532, 538 (1988)). The subjective impressions of employees are not controlling. *Tri-Met*, 17 PECBR at 789 and n. 12 (citing *Spray Education Association v Spray School District*, Case No. UP-91-87, 11 PECBR 201, 219-220 (1989)).

While it was legitimate for the City to use Thomas’s PECBA status as a supervisory or confidential employee to determine her compensation, there is no evidence that the PECBA status salary criteria was put in place before the ALJ and Board’s recommended and final orders. Thomas’s duties expanded after the demotion.<sup>8</sup> In addition, this Board specifically rejected the contention that Thomas’s office manager position had been converted to “records clerk” as it was defined under the 2000-2003 salary schedule. In effect, after the Board’s decision, the City created a new position for Thomas, with additional duties, which it also entitled “records clerk.” The changes in job classification, reduction of pay, and increased duties were in response to the ALJ and Board decisions.

Under the totality of all of these circumstances, we conclude that the demotion and pay cut is a (1)(a) “in the exercise” violation.<sup>9</sup> The City’s reduction of pay for Thomas and increase of duties was taken without any prior, clear City standards that linked compensation to PECBA status. The natural and probable effect of this action would be to interfere with, restrain, or coerce other bargaining unit employees in the exercise of their right to support inclusion of a position in a bargaining unit.

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<sup>8</sup>Thomas had previously worked as the records clerk. When the City demoted her from office manager to records clerk, the City actually just added many of the office manager’s duties to her previous records clerk duties and reduced her pay.

<sup>9</sup>This conclusion applies only to the City’s actions toward Thomas, whether the records clerk position is in or out of the unit is not at issue here.

The City violated the "in" prohibition of ORS 243.672(1)(a). We will order the City to pay Thomas any difference between what she actually received and her pre-demotion level of compensation, including any salary increases and other monetary benefits she would have received in that position, from July 1, 2003, through the date of her separation from City employment on December 3, 2003. We will also order that the City post a notice.

3. The City did not violate ORS 243.672(1)(c).

ORS 243.672(1)(c) makes it an unfair labor practice for a public employer to "[d]iscriminate in regard to hiring, tenure or any terms or condition of employment for the purpose of encouraging or discouraging membership in an employee organization." In analyzing a (1)(c) claim, it is "not enough that the employer treated the employee unfairly; the unfair treatment must have been intended to discourage or encourage union membership." *AFSCME Local 2067 and Williams v. City of Salem*, Case No. UP-17-00, 19 PECBR 1, 9 (2001)(citing *Schreiber v. Oregon State Penitentiary*, Case No. UP-124-92, 14 PECBR 313, 320 (1993)).

This Board's analysis of a (1)(c) issue is as follows:

"Like most (1)(a) interference complaints, subsection (1)(c) discrimination charges turn on a question of causation. In a typical case, an employer violates (1)(c), as well as (1)(a), when it treats an employee disparately because of the employee's union activity. In such cases, a (1)(c) violation is established by the same but for causation analysis employed under (1)(a). However, the exercise of protected rights is not a necessary element of a (1)(c) case; neither is a showing of actual encouragement or discouragement with regard to the exercise of such rights. It is sufficient that Complainant prove discrimination which is intended to affect the exercise of protected rights, and which does so or would have the natural or probable affect [*sic*] of doing so. The element of unlawful purpose (sometimes referred to loosely as intent, motive or animus) may be established by an actual showing of employer animus or may be inferred from the circumstances surrounding the discriminatory conduct. The latter usually follows from a finding that the employer conduct was 'inherently destructive' of protected rights." *Oregon AFSCME Council 75, Local 3742 v. Umatilla County*, Case No.

UP-18-03, 20 PECBR 733, 743-744 (2004) (quoting *AFSCME Council 75 and Haphey and Bondiotti v. Linn County*, Case No. UP-115-87, 11 PECBR 631, 650-651 (1989)) (footnotes omitted; emphasis in original).

For the same reasons that we rejected the Union's "because of" claim under ORS 243.672(1)(a), we conclude that the Union has not proven that the City intentionally discriminated in regard to Thomas's position and pay with the intention of encouraging or discouraging membership in the Union. The Union has not proven that the City's actions were inherently destructive of protected rights. The City's conduct did not violate ORS 243.672(1)(c), and we will dismiss this claim.

4. The City did not violate ORS 243.672(1)(d).

Subsection (1)(d) provides that it is an unfair labor practice for a public employer to "[d]ischarge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition or complaint or has given information or testimony under ORS 243.650 to 243.782." In order to prove a violation of (1)(d), a complainant must show that the employer acted adversely toward an employee because of the employee's role in proceedings before this Board. *Klamath County Peace Officers Association v. Klamath County and Klamath County Sheriff's Office*, Case No. UP-18-97, 17 PECBR 515, 527 (1998).

The Union first argues that the City retaliated against Thomas for her testimony at the Brenden arbitration hearing. ORS 243.672(1)(d) does not apply to arbitration testimony. Rather, it applies to matters directly under the PECBA.<sup>10</sup> The Union next argues that the City retaliated against Thomas for her testimony in support of the Union's petition in proceedings to clarify her position into the bargaining unit. Thomas's testimony in such a PECBA proceeding is activity that is protected by (1)(d). However, for the same reasons we rejected the (1)(a) "because" claim, we conclude that the Union failed to carry its burden to prove the City acted "because" of Thomas's testimony. We will dismiss this claim.

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<sup>10</sup>Although not protected by (1)(d), participation in a grievance process is protected by (1)(a). See *PAT and Bailey v. Mult. Co. S.D. #1*, Case No. C-68-84, 9 PECBR 8635 (1986)

ORDER

1. The City shall cease and desist from violating ORS 243.672(1)(a).

2. The City is directed to pay Thomas, within 10 days of this Order, the difference between what she actually received in wages after her demotion and her pre-demotion wages, including any wage increases and other monetary benefits she would have received, from the effective date of her demotion and reduction in pay (July 1, 2003) through the date of her separation from City employment (December 3, 2003).

This make-whole order requires the City to restore Thomas's status, as nearly as possible, to that which it would have been but for the City's unfair labor practice. The difference in pay shall be computed on the basis of each separate month, or portion of a month, during the period from the date of the violation, July 1, 2003, to December 3, 2003. The resulting sum that is owed shall accrue interest at 9 percent per annum, from the last day of the respective months (or portion of a month) until paid.<sup>11</sup>

As a further remedy, we order the City to post the attached notice in a prominent place for 30 days at all City facilities where members of the bargaining unit represented by the Union work.

3. The Union's claims that the City violated ORS 243.672(1)(c) and (d) are dismissed.

DATED this 15<sup>th</sup> day of September 2004.



Paul B. Gamson, Chair



Rita E. Thomas, Board Member

This Order may be appealed pursuant to ORS 183.482.

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<sup>11</sup>See *Oregon School Employees Association v Klamath County School District*, Case No. C-127-84, 9 PECBR 8832, 8853 (1986)



**NOTICE TO EMPLOYEES**  
**POSTED BY ORDER OF THE**  
**STATE OF OREGON**  
**EMPLOYMENT RELATIONS BOARD**

PURSUANT TO AN ORDER of the Employment Relations Board (Board) in Case No. UP-66-03, Teamsters Local 206 v. City of Coquille, and in order to effectuate the policies of the Public Employee Collective Bargaining Act, we hereby notify our employees that:

The Teamsters Local 206 (the Union) filed an unfair labor practice complaint against the City of Coquille (City) alleging that the City violated the Public Employee Collective Bargaining Act (PECBA).

ORS 243.672(1)(a) states that it is an unfair labor practice for a public employer to: “[i]nterfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in ORS 243.662.” ORS 243.662 provides: “Public employees have the right 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.”

The Board concluded that the City violated the law by interfering with, restraining, or coercing employees in the exercise of rights under the PECBA by demoting and reducing the pay of Modena Thomas after this Board concluded, in an earlier case brought by the Union with Thomas’s support, that Thomas’s position was not supervisory or confidential

In this current case, the Board ordered the City to cease and desist from violating the statute, to reimburse Thomas for the wages and benefits she had lost because of the demotion and reduction in pay, and to post this notice in a prominent place for 30 days at all City facilities where members of the bargaining unit work.

The City will comply with the Employment Relations Board’s Order.

City of Coquille

Dated \_\_\_\_\_, 20\_\_

By

\_\_\_\_\_

Employer Representative

\_\_\_\_\_

Title

\* \* \* \* \*

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

*This notice must remain posted for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any 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.*