

EMPLOYMENT RELATIONS BOARD

OF THE

STATE OF OREGON

Case No. UP-023-25

UNFAIR LABOR PRACTICE

UNIVERSITY OF OREGON STUDENT	)	
WORKERS UNION,	)	
	)	
Complainant,	)	RULINGS,
	)	FINDINGS OF FACT,
v.	)	CONCLUSIONS OF LAW,
	)	AND ORDER
UNIVERSITY OF OREGON,	)	
	)	
Respondent.	)	

On July 31, 2026, this Board heard oral argument on the objections of complainant University of Oregon Student Workers Union (UOSW or Union) and the objections of respondent University of Oregon (University) to an April 20, 2026, recommended order issued by Administrative Law Judge (ALJ) Stephanie Miller after a hearing was held on September 18 and 19, and October 1, 2025, via videoconference. The record closed on November 24, 2025, following receipt of the parties' post-hearing briefs.

Luke Kuzava, Attorney at Law, Tedesco Law Group, Portland, Oregon, represented Complainant.

Carson Campbell, Associate General Counsel, and Jasmine Narang, Assistant General Counsel, University of Oregon, Eugene, Oregon, represented Respondent.

On May 2, 2025, the Union filed a Complaint alleging that the University violated ORS 243.672(1)(a), (b), and (c) by announcing it would immediately charge room and board through the end of the term to Resident Assistants (RAs) who chose to strike, and by notifying striking RAs that their course registrations were on hold due to the room and board charges on their accounts. The University filed a timely answer.

The issues are:

1. Did the University unlawfully interfere with, restrain, and/or coerce RAs in or because of their exercise of rights under the Public Employee Collective Bargaining Act (PECBA), in violation of ORS 243.672(1)(a), by:

- a. announcing on April 10 and 17, 2025, it would immediately charge room and board through the end of the term to RAs who chose to strike;
- b. charging the accounts of striking RAs beginning on April 30, 2025, with interest;
- c. notifying striking RAs that their course registrations were on hold due to charges on their accounts effective May 5, 2025, unless the balance was reduced to less than \$1,000 prior to that date; and/or
- d. suspending the striking RAs from using their accrued meal points to purchase meals on May 1, 2025?

2. Did the University discriminate for the purpose of discouraging membership in an employee organization in violation of ORS 243.672(1)(c), by

- a. engaging in any or all of the actions described in Issue 1; and/or
- b. treating striking RAs' absences differently than all other non-strike related absences with respect to proration of room and board, assessing charges related to proration, imposing registration holds, and suspending access to previously accrued meal points?

3. Did the University dominate or interfere with the Union's ability to organize its strike in violation of ORS 243.672(1)(b), by engaging in any or all the actions described in Issue 1?

4. If the Union prevails, should the University be ordered to post a notice of its violations and pay the Union a civil penalty pursuant to ORS 243.676(4)(a)?

We conclude that the University committed violations of ORS 243.672(1)(a) and we order affirmative relief, including a notice posting and a refund of all amounts charged striking RAs in excess of their missed on-call shifts or scheduled meetings during the strike, based on that claim.¹ We dismiss the alleged violations of (1)(b). We also decline to award the requested civil penalty.

RULINGS

1. The parties stipulated that Exhibits C-1 to C-11 and Exhibits R-1 to R-30 should be received into the record, and the ALJ received them.

2. We have reviewed the rulings of the ALJ and they are correct.²

¹In the recommended order, the ALJ declined to reach the alleged violation of ORS 243.672(1)(c) on the basis that it would not affect the remedy in this case, and neither party objected to that determination. Consequently, we find that issue unpreserved and do not address it.

²Following the ALJ's issuance of the recommended order, neither party asserted any objections to the admission of any exhibit, meaning that any such objection is unpreserved and waived.

FINDINGS OF FACT³

The Parties

1. The University is a public employer within the meaning of ORS 243.650(20). The University is a public institution of higher education primarily located in Eugene, Oregon. It enrolls over 24,000 students and employs some 5,000 employees. The University is a party to several labor agreements with labor organizations who represent separate groups of employees on campus.

2. The Union is a labor organization within the meaning of ORS 243.650(13). On October 25, 2023, this Board certified UOSW to represent a bargaining unit of approximately 4,000 undergraduate student employees.⁴ The RAs are among the classifications of employees in the UOSW bargaining unit. All student workers in the UOSW bargaining unit, including RAs, must be enrolled as full-time students to be eligible for employment as a student worker.

3. Chris Meade was the Senior Director of Employee and Labor Relations and the lead negotiator for the University in its contract negotiations with the UOSW for their first collective bargaining agreement (CBA). Those negotiations began in May of 2024, and an agreement was eventually reached in May 2025.

4. Michael Griffel is the University's Director of University Housing and Associate Vice President for Student Services and Enrollment Management.

5. Nedzer Erilus is the Director of University Housing for Residence Life and Educational Initiatives.

6. Anna Schmidt is the Associate Vice President and Chief of Staff of Student Services and Enrollment Management.

7. Krista Borg is the Director of Student Financial Services for the University.

8. Aarthi Sekar is an organizer with the United Auto Workers (UAW) International and was part of the bargaining team for the Union in the contract negotiations for the first CBA.

³The University objected to several of the Findings of Fact in the recommended order. The Board has reviewed the objections, as well as the relevant portions of the record, and made limited changes to the Findings of Fact for clarity, along with a few corrections. With regard to the remaining objections, we conclude that the Findings of Fact at issue, including the ALJ's inferences contained therein, are supported by the record.

⁴*See University of Oregon Student Workers Union v. University of Oregon*, Case No. RC-006-23 (2023).

General University Policies on Student Billing

Student Billing Accounts

9. The University establishes a student billing account for each entering student at the time of their admission. The University sends all students a Revolving Charge Agreement that explains the terms and conditions of the student billing account including interest rate, billing fee, and payment terms. It must be read and accepted by all students.

10. The first billing statements for the Spring Term are issued in mid-March. Payments are due April 1.

11. The terms and conditions of the Revolving Charge Agreement state, in pertinent part,

“Students must pay all past due amounts and the current term’s tuition and fees by the designated due date. Any unpaid balance is subject to the terms and conditions of the Revolving Charge Plan. The option to pay the unpaid balance in full always exists. Specific payment dates are listed on the Academic Calendar and Deadlines page of the Registrar’s website and on the Payments page of the Student Billing Department’s website. Students must pay, in full, all tuition and fees incurred in any given term or semester prior to the start of the next term or semester.”

12. The University’s Student Billing Department oversees student billing accounts.

13. The University generates electronic billing statements around the 16th of the month for charges assessed through the last day of the billing cycle. Payments on the account balance are due on the first day of the following month. The University will assess interest and fees on past due balances after the 10th of the month.

14. In addition to charging interest and past-due fees, the University may also place a “registration hold” on the accounts of students who have unpaid balances exceeding a certain threshold. A registration hold prevents the student from registering for future terms. To avoid a registration hold, student billing account balances must be less than \$1,000 for state residents and less than \$3,000 for non-residents. A registration hold may also be placed on a student’s account if they are two terms delinquent in paying amounts due, even if the amount does not exceed the threshold.

15. The University places registration holds on student accounts only once per term, shortly before registration opens for the next term. In Spring Term of 2025, the Student Billing Department put registration holds on accounts in mid-April and notified students of those holds on April 30, 2025. Thus, any new charges added to student accounts after mid-April should not cause a new registration hold to be issued. However, new charges on the student’s account would add to the account balance even if they were not yet “due.” So, for example, charges added to a student’s account after April 16 would be part of the next billing cycle ending May 16, and therefore not “due” until June 1.

Residence Hall Contracts

16. All students residing in university housing, including RAs, are required to execute a “Residence Hall Contract” and Community Expectations document “Residence Hall Contract”, which addresses housing payments, room rates, termination of housing access, and billing processes. The Residence Hall Contract provides that “[b]y signing the signature page of [the Residence Hall Contract] . . . the undersigned (‘Resident’) agree(s) to the terms and conditions of” the agreement.

17. The University charges all room and meal plan costs to student billing accounts. The Residence Hall Contract at section 7.4, “Billing and Payment,” describes the billing schedule for housing:

“Residents will be billed each term for their Room and meal plan. Payments must be made no less than monthly. Except as set forth below, payments are due on the first of each month. A monthly bill notification, with instructions on how to view the bill, will be sent to each Resident’s official University email account.”

18. Section 7.6 of the Residence Hall Contract “Past Due Amounts” states,

“University Housing uses the University revolving charge account program for billing and payment for all amounts left unpaid within 10 days of the due date. Information, terms and conditions regarding the revolving charge program and Agreement and policy can be found [online].⁵ These terms and conditions apply to residence hall payments as part of the terms and conditions of this contract, regardless of whether a Resident has signed the University’s Revolving Charge Agreement. Unpaid balances are subject to the highest rate allowed under Oregon law, beginning on the eleventh day of nonpayment, as well as a \$6.00 monthly overdue billing charge. Unpaid charges may lead to removal from the residence halls, denial of dining facility access, and other costs and charges for collection of the unpaid amount.”

Section 7.9 describes room charges if a student withdraws or cancels a housing contract, providing in pertinent part:

“Residents must notify University Housing if they withdraw from the University. The Resident must complete Check-Out within three (3) days of withdrawing. Residents who withdraw from the University will remain subject to this contract and be charged a prorated amount for housing and meals through the date of Check-

⁵Those terms and conditions define “past due” as “The total of unpaid amounts that are due, including fees, charges, interest and penalties.” (See <https://ba.uoregon.edu/content/billing-account-terms-and-conditions>) The terms and conditions further state that “[t]he past due balance *does not include any new charges added to an account since the last billing* or charges assigned future due dates.” (*Id.*, emphasis added.) “Electronic billing statements are generated on a monthly billing cycle and are produced around the 16th of each month. Payments are *due* on the first day of the *following month*. Interest and billing charges are assessed on *past due* balances after the 10th of each month.” (Emphasis added.)

Out, regardless of their date of withdrawal from the University. Any housing and meal payments in excess of amounts incurred, including any applicable contract cancellation fees, etc., will be applied to the Resident's University account and handled in accordance with the University's Revolving Charge Agreement."

19. Section 11.1 of the residence hall contract provides that all residents must have a University Housing meal plan, except residents in the apartment-style units of Yasui Hall. University meal plans price food items in points rather than dollars and residents spend points in their electronic accounts to purchase food. The University adds points to a resident's account each week according to the terms of their meal plan. Up to 50 unused points in a resident's account may be "rolled over" at the end of each week.

20. Section 14 of the Residence Hall Contract concerns default and remedies. Residents are considered in default of their contract in the event of any of the following: non-payment, violation of the contract terms (including Housing Expectations, Section 9.4), failure to meet eligibility requirements, or other good cause as determined by the University. If a student defaults, the University may use "any remedy allowed at law or equity" including assignment to a new room, removal of the student from the residence halls, and restrictions on the right to register for courses. If the University elects to terminate the Residence Hall Contract, it must provide the student "*at least 72 hours' notice * * * [and] state the basis for termination and the date of termination.*" (Emphasis added.)

The Resident Assistant Position

21. Approximately 160 student workers are employed as RAs by the University Housing Division. RAs live and work in the University's residence halls. They report directly to their Community Director, as well as to the Assistant Director, the Associate Director, and ultimately to the Director of University Housing for Residence Life and Educational Initiatives. Community Directors are full-time staff who live on campus, in or near the residence halls.

22. The Resident Assistant Position Description outlines the qualifications, remuneration, responsibilities, and expectations of the RA position.

23. RAs perform a wide range of duties, many of which involve responding to the concerns and issues of the students who live in their residence hall. The University expects RAs to support students in a variety of ways—building community, navigating academic concerns, connecting to campus resources, serving as peer educators and counselors, and acting as crisis responders. RAs hold regular community meetings; organize, publicize, and conduct social and academic events; make posters and decorations for doors and common areas; and conduct "flock talks" to discuss certain University-specified topics with student-residents. RAs are required to assist residents with move-in and move-out during the Fall and Spring terms, including staying late during academic breaks. They may also be assigned to work at welcome week events and other campus events and orientations.

24. RAs often serve as the first line of response when students experience drug or alcohol abuse (including alcohol poisoning), sexual misconduct or abuse, or mental health crises. RAs are Designated Reporters for the University, meaning they are compelled to report any student

disclosure of sexual or gender-based harassment or violence, as well as harassment or discrimination based on any other protected status under Title IX and other anti-discrimination laws. RAs are obligated to report student disclosures of suicidal ideation or attempts to self-harm. The University has also designated RAs as “Campus Security Authorities” under the Clery Act, which requires them to report criminal offenses of which they become aware. They are also mandatory reporters of suspected child abuse. RAs are further tasked with enforcing all violations of Housing Standards and the Student Conduct Code. The University considers on-call RAs to be critical for ensuring the health and safety of students in university housing.

25. Given the scope and sensitivity of their duties, RAs must go through extensive training before they take on the RA role. All RAs are required to participate in the University Housing Division’s spring orientation, fall and winter training, and other in-service training.

26. The Resident Assistant Position Description says, “[t]he RA position is a maximum average of twenty (20) hours per week over the fall, winter, and spring terms.” However, RAs do not punch a time clock or otherwise track their hours of work.

27. The University expects an RA to maintain a consistent, visible, on-the-ground presence in the residence hall where they live and work. Essentially, the University expects an RA to be available to assist residents at all times other than when the RA is sleeping or in class. Thus, most of an RA’s work is not scheduled like other employees’ work hours.

28. The University does schedule some aspects of the RAs’ work. The University schedules RAs to attend weekly staff meetings as well as regular one-to-one meetings with their supervisor. More significantly, the Housing Division schedules RAs for on-call shifts during the term, as well as a minimum number of on-call shifts during academic breaks and holidays. The University requires that there be one RA per residential complex working on-call every weeknight and throughout each weekend. The Housing Director generally schedules both a primary RA and a secondary RA for each on-call shift. On-call shifts are typically 12 hours overnight each Sunday through Thursday (8:00 p.m. to 8:00 a.m.) and two 24-hour shifts on weekends (starting Friday at 8:00 p.m. through Sunday at 8:00 p.m.).

29. In a typical week at a typical residence complex, an RA works two overnight on-call shifts. However, the number of overnight shifts assigned can vary from once per week up to five times per week, based on a variety of factors. Some residence hall complexes have a higher total number of RA staff such that a larger pool of RAs is available to cover on-call shifts.

30. At the start of an on-call shift, the scheduled RA takes possession of the “on-call cell phone” and “must keep the on-call phone in their possession and answer it at all times while on-call.” The on-call RA must check in with the Professional Staff On-Call (PSOC), generally one of the Community Directors, at the start of a shift and must be available to the PSOC throughout their shift. RAs are not permitted to leave their assigned area while they are on call unless their Community Director or the PSOC allows.

31. When working an on-call shift, the RAs must be able to respond rapidly to residents in their building who need assistance, in situations ranging from accidental lockouts to crisis management or medical emergencies. RAs who are on-call during the weekend may only leave

their assigned building during daytime hours (8:00 a.m. to 8:00 p.m.), and only so long as they are no more than a 10-minute walk away from their building, and are carrying the on-call phone on their person.

32. During an on-call shift, an RA's duties include making rounds—*i.e.*, walking through the whole residential complex to check for safety issues or resident needs and to address any issues they observe. They must complete rounds at least twice per shift, and the time needed to do so varies depending on the physical size of the residence hall and the situations the RA encounters.⁶ RAs must log their rounds and complete an incident report for any issues that occur during their shift. RAs must complete their shift logs and incident reports before the end of a shift.

33. RAs may trade on-call shifts and do so regularly to accommodate their academic and personal schedules, such as exam dates or writing due dates. If an RA cannot find coverage for a shift they cannot work, they must contact their supervisor to request leave and assist their supervisor, the Community Director, in finding someone to cover the shift. If they cannot locate a substitute, the Community Director must work the vacant shift.

34. RAs must submit requests for overnight leave (defined as being away from their residence complex past 2:00 a.m.) to the Community Director of the building at least a week in advance. The RA contract provides that RAs are not allowed to take more than three days of overnight leave per week. In practice, an RA may be gone for more than three consecutive days if leave is approved by the Community Director. However, the general expectation is that an RA will not be absent more than three days per term. RAs do not accrue paid personal or sick leave time.

35. The RA Position Agreement describes the remuneration for the RA position:

“A room for fall, winter, and spring terms.[]

“A Resident Assistant meal plan for fall, winter, and spring terms for University Dining.[]

“\$1,320, split in eight (8) equal payments of \$165 on the last business day of each month, beginning in October and ending in May.[]”

A University meal plan can only be used when residential dining venues are open during the standard academic year. If RAs work on-call shifts during a break or holiday period (when University dining venues are closed), they are entitled to a per diem meal allowance for each shift worked.

36. The RA position is commonly filled by students from relatively disadvantaged backgrounds who would be unable to attend the University if not for the room and board subsidy the position provides.

⁶RAs working on-call shifts during breaks and holidays must complete additional rounds.

37. The University selects RAs to serve in the position for one academic year. Section 13 of the RA Position Agreement concerns early termination of the RA's employment⁷ and provides, in pertinent part,

"Resident Assistants who exit their position remain responsible for fulfilling all terms and conditions of their University Housing Residence Halls Contract. The exiting Resident Assistant will be responsible for any new charges or costs incurred by opting to remain living on[]campus once assigned to their new housing assignment.

"Exiting Residents [*sic*] Assistants may be reassigned as a resident to another hall. If a Resident Assistant moves out of the residence hall after resigning from their position, the Resident Assistant will be responsible for any fees and penalties for not fulfilling the University Housing Residence Halls Contract. Exiting Resident Assistants may petition to be released from the University Housing Residence Halls Contract to avoid fees or penalties associated with the University Housing Residence Halls Contract.

"Should either University Housing or the Resident Assistant end this role, any form of remuneration will cease on the day the Resident Assistant leaves the role."

38. RAs who are terminated or resign are required to vacate their room within 72 hours, consistent with the general student housing contract's rules. The University does not charge students whose housing contracts are terminated for the cost of those 72 hours. However, the terms of the RA contract state, "If this agreement is terminated early, the Resident Assistant will be charged the standard room rate *beginning immediately after the date of termination*." (Emphasis added.)

Bargaining History and Preparation for Strike

39. During 2024, the parties began bargaining over UOSW's first contract with the University. The parties requested mediation with the State Mediator in Fall 2024. On March 12, 2025, the Union declared impasse, and the parties submitted their final offers on or about March 19. By April, both parties considered a strike to be likely, if not imminent.

40. On April 10, 2025, in a sidebar during a bargaining session, the University communicated its plans in the event of a strike to the Union's bargaining team, which it confirmed in writing later that same day. The University stated:

⁷Section 3.05 of the RA Agreement says, "Resident Assistants' remuneration, including meal plans and other in-kind value, is subject to termination in the circumstances and on the terms described in Section II." There is no "Section II" in the Agreement, and Section 11 concerns "Selection and Reappointment." We conclude that the reference to Section II was a typographical error and was intended to refer to Section 13, concerning early termination.

“If UOSW chooses to strike, student employees who lawfully exercise their right to strike will not receive compensation. This includes hourly paid student workers as well as RAs. Student workers who choose to strike will not receive pay. Resident assistants who choose to strike will not receive their compensation, which includes room, board, and a stipend. In the event an RA chooses to strike, the RA has the option of (1) accruing appropriate charges for the room and meal plan during the time they are on strike, consistent with the standard agreement process and terms and conditions available to all other residents, or (2) vacating their current room to live off campus or at another available location on campus. If they choose to live on campus, they will be charged the general student rate for that location. The process for vacating a room is similar to when an RA resigns or is let go from their position. We are sharing this information in advance of a strike to support a mutual understanding of the impact on all union members, including RAs.”

(Emphasis omitted.)

41. In addition to concerns about whether the University planned to evict striking RAs, most of the Union bargaining team’s questions about striking RAs focused on whether the University would bill RAs day-by-day for the cost of room and board or would bill those costs for a prospective number of days.

42. On April 17, 2025, the University sent a revised statement to the Union about how it would bill striking RAs for room and board in a document entitled “RA Charging Mechanics.” In the RA Charging Mechanics document, the University changed the explanation about how striking RAs would be billed if they did not vacate their rooms. In place of the “accruing appropriate charges” language in the April 10 message, the RA Charging Mechanics document said that RAs who did not voluntarily vacate their rooms at the beginning of the strike would be charged the full cost of a room and standard meal plan “from the date of when the RA goes on strike until the end of the term (check out is June 13, 2025, at 12:00 noon).” The RA Charging Mechanics document further said that the University would assess the remainder-of-term charges “the next business day” and that “[c]harges are due on the first of the month, with a grace period of 10 days before accruing interest.” The University explained that “[i]f an RA returns to work, the initial charges will be removed, with only the prorated charges for the days the RA was on strike.”

43. The University distributed the RA Charging Mechanics document only to the Union bargaining team, not to RAs generally. Ryan Campell, the RA on the bargaining team, conveyed the information to other RAs.⁸

44. Campbell rearranged his scheduled on-call shifts so that they were all before or after the anticipated strike period, with the exception of one 24-hour shift the weekend of May 2 to 3. Some RAs had saved meal points already credited to their accounts in anticipation of a potential strike so they would have rollover meal points available in case the University stopped

⁸Campbell initially testified that all RAs received this same document 3-5 days before the start of the strike as their first “formal notice.” However, he also testified that the only “formal notice” was the email sent by Mark Schmelz on April 21, described below.

crediting them with any new points during a strike. Some RAs expressed worry and said they supported the strike but did not feel they could afford to participate.

45. On April 21, 2025, Mark Schmelz, the University's Vice President and Chief Human Resources Officer, sent an email directly to the RAs about the upcoming strike. Schmelz first stated the following: "Choosing whether to participate in a strike is a personal choice. **You do not have to strike.** You have the right to withhold your labor or continue working." (Emphasis in original.) Schmelz's email went on to say that RAs choosing to participate in the strike had two options:

- "1. Stay in their existing room and assume financial responsibility for appropriate charges for their room and a standard meal plan accrued during the time they are on strike; or
- "2. Vacate their current room to live off campus or at another available location on campus in University Housing. If they choose to live on campus, the RA will be charged the general student rate for that location. The process for vacating a room during a strike is consistent with when an RA resigns or is let go from their position."

Schmelz's email did not explain what the University meant by "appropriate charges for their room and a standard meal plan." Schmelz did not include the language from the RA Charging Mechanics document or otherwise explain that striking RAs would be billed for room and board costs for the full remainder of the term. Likewise, Schmelz did not say that RAs would incur interest on the charges after a 10-day grace period.⁹

46. No RAs ultimately opted to move out of their rooms. Some RAs considered the option of moving out to avoid the charges to be impracticable due to the constraints of the local housing market and the difficulty of finding adequate substitute housing in a short period. Some RAs decided they were financially unable to participate in the strike.

Strike and Consequences for Participating RAs

47. The UOSW strike began on Monday, April 28, 2025.

48. At the outset of the strike, Erilus began sending email notices to RAs believed to be striking, stating:

"Dear Resident Assistant,

"We have directly observed or received information demonstrating your withholding of labor. As you are aware:

⁹Schmidt, who was on the bargaining team and helped draft the RA Charging Mechanics document, was not involved in drafting Schmelz's April 21 email. She testified that she did not know why the remainder-of-term language was not included in Schmelz's email. Schmelz was not called to testify.

“Resident assistants’ compensation is unique because it includes room and board in addition to stipend pay. If an RA withholds their labor during a strike, their compensation is uniquely impacted. An RA choosing to strike has the following options:

- “1. Stay in their existing room and assume financial responsibility for appropriate charges for their room and a standard meal plan accrued during the time they are on strike; or*
- “2. Vacate their current room to live off campus or at another available location on campus in University Housing. If they choose to live on campus, the RA will be charged the general student rate for that location. The process for vacating a room during a strike is consistent with when an RA resigns or is let go from their position.*

“Resident Assistants who choose to strike and wish to return to their position should contact their supervisor. The information and impact to RAs who choose to strike have been communicated to UOSW representatives.

*“If you are choosing **not** to remain in your existing room and wish to continue living in University Housing, **reply to this email within 48 hours of Monday, April 28, and we will work with you during standard business hours to identify another available location on campus in University Housing.***

“Lastly, please return all employment-issued paraphernalia to your respective Community Director or Community Director office (physical keys, RA badges, materials borrowed from the HERO, etc.)

“The University will not retaliate against, discharge, or permanently replace you if you choose to participate in a lawful strike.

“Best regards,

“Nedzer Erilus | Director of University Housing for Residence Life & Educational Initiatives”

(Emphasis in original.)

49. Ryan Campbell and a few other RAs, including at least one other RA in the “core” UOSW organizing group, received these email notices on the first day of the strike. From Campbell’s perspective, he had not withheld his labor until he missed a scheduled team meeting on Tuesday, April 29, since he was not scheduled to be on call and no resident asked for his assistance that day. Other RAs received email notices after missing the Tuesday team meeting.¹⁰

¹⁰Erilus mistakenly billed and suspended the meal plan of at least one RA based on the assumption that the RA was striking. On April 30, he emailed an RA a notice that they had been observed or reported as withholding labor. On the morning of May 1, the RA responded to Erilus, explaining that they were not
(Continued . . .)

50. Beginning on April 29, 2025, the University deactivated striking RAs' meal plans, including their rollover points. Striking RAs learned that their accrued meal plan points had been suspended when they tried to purchase meals at campus dining venues and their purchases were denied. They learned that their meal plan points balances showed as "N/A" and precluded them from paying for food with the points they banked before the strike commenced. The University had not notified the Union or the RAs that their meal plans would be deactivated and meal points zeroed out if they participated in the strike, only that they would be required to pay "appropriate charges for their room and a standard meal plan accrued during the time they are on strike."

51. On April 30, 2025, some striking RAs received email notifications that the University had placed a hold on their ability to register for classes "due to an outstanding balance." The University's notices stated that, because of the total charges due on their accounts, they would be unable to register for Summer 2025 or Fall 2025 classes until their account was paid down to a balance of \$1,000 or less. Summer 2025 registration opened May 5 and closed May 9, approximately one week from the date of the notice. Fall 2025 registration was set to begin May 19 and close on May 29, 2025.

52. On May 1, 2025, striking RAs began to see charges on their student billing accounts reflecting housing and meal plan costs for the first day of the strike through the end of the term, June 13, 2025. The specific amounts of the charges varied depending on the RA's housing complex. Many students were billed several thousand dollars in housing and meal plan charges.¹¹

53. Striking RAs contacted their supervisors and upper management in the University's Housing department about the suspension of their meal plans and elimination of their accrued meal points. The University took steps to activate a standard meal plan for striking RAs and to allow them to use their accrued points.

54. For striking RAs who lived in Yasui Hall—where non-RA residents are not required to have a meal plan—the University's actions resulted the elimination of any meal plan at all. A striking RA living in Yasui Hall contacted Erilus to ask why their meal plan points were not working, informing Erilus that they were "starving." In response, Erilus stated that he understood the "frustration and distress" of the RA, but since the RA was withholding labor, they were "subject to the same housing contract and policies as all residents who live in Yasui Hall, which, as you know, does not include a meal plan." Erilus offered to charge the RA's billing account for the cost of a 100-meal dining card (*i.e.*, 100 meals at \$10.75 per meal or \$1,075)¹² and

(Continued . . .)

participating in the strike, but had been away on a supervisor-approved absence on April 29 and 30. Erilus responded to the RA less than 30 minutes later, assuring the RA that he had "already initiated the reinstatement process for all your employment-privileged access and benefits" and that their meal plan should be restored within a day "at the latest."

¹¹Both Griffel and Erilus initially testified that the room and board charges were subject to a "three-day grace period" for which RAs would not be charged. However, both acknowledged that the "RA Charging Document" language did not include such a grace period.

¹²Apparently, these cards could only be charged *by the meal*, meaning that a purchase of items totaling less than the \$10.75 per-meal cost would still be deducted from the card as one meal.

credit back any unspent amount when the RA returned to work. “If you choose not to use the plan, you will be credited back the \$1,075.”

55. The University restored access to a meal plan and rollover points for some RAs by the end of the day on May 1. As of May 2, the University had restored meal plans and accrued rollover points for most, but not all, RAs.

56. Erilus testified that, though the University had intended to deactivate striking RAs’ meal plans, it had not anticipated that deactivating their plans would wipe out their entire accounts including rollover points.

57. Many RAs experienced significant distress due to the University’s actions. Some RAs who initially participated in the strike returned to work because of their financial concerns, or because their parents had directed them to do so.

58. On May 2, 2025, UOSW filed this unfair labor practice action, seeking an expedited hearing.¹³

Events After the Filing of the Complaint

59. On May 5, 2025, Erilus emailed all RAs and Residence Life Staff to inform them that the University was “changing the approach we use for the room and board charges” due to “confusion and concerns” raised by RAs:

“Instead of charging the RAs who are withholding their labor for the remainder of the Spring term upfront and crediting back the charges once the RAs return to work, we will instead wait to add the charges for the time the RAs who are withholding their labor, either [until] they return to work or Spring term ends.”¹⁴

Erilus also announced that “no Room and Board-related registration holds [will be] issued to RAs who withhold labor during this work withholding period.”

60. On May 7, 2025, ten days after the start of the strike, the University and UOSW reached a tentative agreement, the strike ended, and the RAs returned to work.

¹³On May 21, 2025, we issued a ruling on the Union’s request to expedite in which we assigned this case to ALJ Miller with the direction that, if the ALJ determined a hearing was warranted, the Union could renew its request for expedited consideration following the conclusion of that hearing and the matter would be transferred back to this Board for immediate review. The Union did not renew its request for expedited consideration following the hearing.

¹⁴The University’s decisionmakers initially rejected the alternative of assessing prorated charges after the conclusion of the strike as a “deviation” from standard policy and “impossible.” Nevertheless, the University adopted that alternative approach just days after the Union filed the complaint here.

CONCLUSIONS OF LAW

1. This Board has jurisdiction over the parties and the subject matter of this dispute.
2. The University's conduct violated ORS 243.672(1)(a).

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.”¹⁵ The language of ORS 243.672(1)(a) proscribes two distinct unfair labor practices: (1) an employer's interference, restraint, or coercion “because of” an employee's exercise of protected rights; and (2) an employer's interference, restraint, or coercion of employees “in” the exercise of their protected rights. *Klamath Falls Association of Classified Employees v. Klamath Falls City Schools*, Case No. UP-039-21 at 16 (2023), *aff'd*, 352 Or App 88 (2026) (citing *Portland Assn. of Teachers v. Mult. Sch. Dist. No. 1*, 171 Or App 616, 623, 16 P3d 1189 (2000)); *see also Lebanon Education Association/OEA v. Lebanon Community School District*, Case No. UP-4-06 at 29, 22 PECBR 323, 351 (2008)).

In a “because of” claim, an employer violates the statute if it takes an action because of an employee's exercise of rights protected by PECBA. We do not require proof of anti-union animus or of an intent to restrain or interfere with protected rights. *Mult. Sch. Dist. No. 1*, 171 Or App at 623. Rather, a complainant must show “a direct causal nexus” between the employer's actions and the employees' PECBA-protected activity. *Id.* If the employer's actions were taken in response to PECBA-protected activities as well as other, lawful reasons, we will apply a “mixed motive” analysis. *Id.* at 639. Under a mixed-motive analysis, we determine whether the “unlawful motivation—as one of two or more coinciding reasons for the employment action—was a sufficient factor to attribute the decision to it.” *Id.* at 639. To make that determination, we ask “whether ‘but for’ the protected activity * * * the employer would have made the same decision.” *Id.*

When we analyze whether an employer's actions restrained, interfered with, or coerced employees “in” the exercise of their protected rights, “the employer's motive is irrelevant.” *Amalgamated Transit Union, Division 757 v. Tri-County Metropolitan Transportation District of Oregon*, Case No. UP-39-10 at 15, 25 PECBR 325, 339 (2012). “We focus only on the effects of the employer's actions on the employees. If the employer's conduct, when viewed objectively, has the natural and probable effect of deterring employees from engaging in PECBA-protected activity,” the employer violates the “in” prong of subsection (1)(a). *Id.* A violation of the “in” the exercise prong of subsection (1)(a) may be either derivative or independent. An employer who commits a “because of” violation also generally commits a derivative “in” the exercise violation because an action taken in response to employees' exercise of protected rights has the natural and probable effect of chilling the exercise of those rights. *Id.* An independent violation is typically “based on an employer's threat or implied threat of interference with employees' exercise of protected rights.” *Tigard Police Officers' Association v. City of Tigard*, Case No. UP-59-10 at 11, 24 PECBR 927, 937 (2012).

¹⁵ORS 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.”

Engaging in a lawful strike, as the student employees did here, is expressly authorized by statute and is unquestionably protected activity. *See Wy'East Education Association/East County Bargaining Council/Oregon Education Association, et al. v. Oregon Trail School District No. 46*, Case No. UP-16-06 at 13-14, 24 PECBR 786, 798-799 (2012) (*Order on Remand*) (and citing *Oregon Nurses Association v. Oregon Health & Science University*, Case No. UP-3-02 at 12, 19 PECBR 590, 601 (*Interim Order*), *Order on Remedy*, 19 PECBR 684, *Ruling on Request for Clarification*, 19 PECBR 696 (2002)). We agree with the recommended order that the University's at-issue conduct related to striking RAs was in direct response to their protected activity and went beyond the mere lawful withholding of wages. The record evidence establishes that striking RAs were directed to either vacate their rooms in a manner "consistent with when an RA resigns or is let go from their position" or "assume financial responsibility for appropriate charges for their room and a standard meal plan." Striking RAs were then uncharacteristically charged prospectively for the full cost of housing and a standard meal plan for the remainder of the spring term at the outset of the strike. In other words, the University effectively determined that the RAs would be on strike for the duration of the full spring term and preemptively charged them accordingly. There is no legitimate basis for that action. Those preemptive charges quickly appeared in the striking RAs' student billing accounts, drastically increasing the amounts owed, which students are required to pay to prevent a class registration hold. Additionally, striking RAs' meal plans were promptly deactivated, which also prevented them from accessing previously accrued "rollover points." When a striking RA informed the University's Director of University Housing for Residence Life and Educational Initiatives that they were "starving" because of the University's actions, the University responded that, as a result of the RA withholding their labor, the employee was now subject to the same housing contract and policies as a nonemployee resident, meaning that the worker no longer had a meal plan. In other words, striking RAs were treated as though they had been terminated. However, striking employees remain employees of the struck employer. *United Academics of Oregon State University v. Oregon State University*, Case No. UP-021-18 at 21 (2020), *aff'd*, 315 Or App 348 (2021); *Oregon Trail School District No. 46*, UP-16-06 at 10 n 5, 24 PECBR 795 n 5 (citing *NLRB v. McKay Radio & Telegraph Co.*, 304 US 333 (1938)). Although the University later restored those accrued rollover points, that does not undo the unfair labor practice that the University committed. Moreover, it was only after UOSW filed this unfair labor practice that the University changed its approach by opting to instead assess prorated charges for room and board after the conclusion of the strike and to remove any related registration holds. Under these circumstances, we conclude that, but for the RAs' strike activity, the University would not have billed RAs prospectively for the remainder-of-term room and board costs nor deactivated their meal plans in the manner that it did. We also conclude that such "because of" actions went beyond the mere withholding of wages of a striking employee.

In arguing for a different result, the University contends that its "billing of striking students for room and board throughout the remainder of the term (beginning on or about the date the employee was determined to be on strike) was consistent with University policy and practice as applied to all non-RA resident students." Therefore, according to the University, it "treated striking employees no better or no worse than it would any other resident student and instead treated them consistent with policy and practice." While it may be the case that the University bills students that reside in campus housing and are *not* employees prospectively, the record does not support that argument as applied to student employee RAs. To the contrary, University witnesses confirmed that the University neither billed RAs for the cost of room and board nor suspended their meal plans because of any absence, whether pre-approved or not. Indeed, the University

contended at oral argument that before the UOSW bargaining unit was certified by this Board, the University treated RAs with greater leniency because it viewed RAs solely as students, not employees. The University likewise argued that it is entitled to treat the RAs differently post-certification, and therefore, this Board should not consider evidence that RAs were granted greater leeway for unexcused absences in the past.¹⁶ We find the University's argument contrary to PECBA. We also find the University's argument further affirms what the record evidence establishes in this case—that the University took a more aggressive approach related to striking RAs' room and board because of their protected activity.¹⁷

We also find that the University's conduct constitutes both a derivative and an independent violation of the "in" the exercise prong of subsection (1)(a). A "because of" violation "almost always restrains, coerces, or interferes with the exercise of protected rights," and this case is no different. *Oregon AFSCME Council 75, Local 3742 v. Umatilla County*, Case No. UP-2-08 at 20, 23 PECBR 108, 127 (2009) (citing *Lebanon Education Association/OEA v. Lebanon Community School District*, Case No. UP-4-06 at 42, 22 PECBR 323, 351 (2008)).

We also conclude that the University independently violated the "in" the exercise prong, regardless of any "because of" violation. As discussed above, the University gave striking RAs two options: (1) immediately vacate their room as if they had been terminated or (2) be billed for all prospective room charges (*i.e.*, the maximum amount), subject to interest if not paid within 10 days. The University's "charge now, credit later" approach increased the likelihood that RAs would experience a registration hold. The University also implemented this approach about four days before the deadline to register for the Summer Term, and a few weeks before the deadline to register for the Fall Term. The timing of the charges potentially jeopardized striking RAs' ability to register for classes, which could, in turn, delay their ability to graduate. Furthermore, the University immediately deactivated striking RAs' meal accounts, preventing access to their *accrued* meal points—a benefit that striking RAs were indisputably entitled to. Under these circumstances, we easily conclude that the University's conduct would have the natural and probable effect of dissuading RAs from exercising their lawful right to strike.

¹⁶More broadly, the University asserts that the RAs were not "public employees" under ORS 243.650(19) before the UOSW unit was certified by this Board in November 2023. *See University of Oregon*, RC-006-23. This Board does not create public employee status by issuing an order certifying a bargaining unit. Furthermore, the University did not pursue any objection at the time of certification that positions within the proposed UOSW unit were not "public employees." To the contrary, the University ultimately entered into a consent election agreement pursuant to the UOSW's petition, where the parties stipulated that the appropriate bargaining unit included "[a]ll student employees of the University of Oregon (meaning all employees holding any position designated as a 'student employee' position in the University's [] system, *as well as resident assistants*)* * *." (Emphasis added.) This stipulation occurred *before* the Board's certification of the bargaining unit and belies any assertion that the Board's certification of a bargaining unit is the "start date" of public employee status.

¹⁷The University also argued in its objections to the recommended order that RAs' room and board are equivalent to wages, and therefore that the University's withholding of room and board for striking workers was "axiomatic." Even assuming *arguendo*, that room and board are remuneration that could be withheld from striking employees, the University, as explained above, went beyond mere lawful withholding of wages. Moreover, as set forth in the remedy section below, there was a non-punitive and more accurate way to withhold wages from striking RAs.

3. The Union has not established that the University violated ORS 243.672(1)(b).

Under ORS 243.672(1)(b), it is an unfair labor practice for a public employer or its designated representative to “[d]ominate, interfere with or assist in the formation, existence or administration of any employee organization.” Subsection (1)(b) is concerned with the rights of the union itself, rather than the rights of the employees. *AFSCME Local 189 v. City of Portland*, Case No. UP-7-07 at 43, 22 PECBR 752, 794 (2008). Generally, to prevail on a subsection (1)(b) claim (unlike a (1)(a) claim) a union must show that the employer’s action actually interfered with the union’s activities, unless the act is fundamentally inimical to the core values of the PECBA. *Oregon AFSCME Council 75, Local 3943 v. Department of Corrections, Santiam Correctional Institution*, Case No. UP-51-05, 22 PECBR 372 (2008); *Polk County Deputy Sheriff’s Association v. Polk County*, Case No. No UP-107-94, 16 PECBR 64 (1995). Here, the Union argues that the University’s conduct regarding striking RAs’ room and board both actually and inherently interfered with the Union and therefore violated subsection (1)(b).

On this record, we find that there is insufficient evidence that the University’s actions that violated (1)(a) also actually interfered with the Union’s ability to represent its members or otherwise directly impacted the Union. Although the Union submitted evidence regarding the impact of the University’s actions on striking RAs, the Union must establish impact *to the Union* for us to find a violation of (1)(b). Here, we do not find sufficient evidence of such an impact.¹⁸

Regarding the claim that the University’s actions inherently interfered with the Union, we find *Oregon Trail School District No. 46*, UP-16-06, 24 PECBR 786, instructive. In that case, the employer threatened to and then charged striking employees for health insurance premiums that it claimed were not “earned” after the strike extended beyond a particular date. *Id.* at 14, 24 PECBR at 799. The Board found that the employer’s actions violated both the “because of” and the “in” the exercise prongs of ORS 243.672(1)(a). However, the Board dismissed the (1)(b) claim based on the same facts, finding that the union had not established actual interference. *Id.* at 16, 24 PECBR at 801. The Board likewise did not find the employer’s actions inherently interfered with the union, rather that the employer’s “actions were aimed at, and caused harm to, the members of the bargaining unit” and were therefore “properly addressed and adequately remedied under subsection (1)(a).” *Id.* Applying the Board’s reasoning in *Oregon Trail School District No. 46*, to this case, we find that the University’s unlawful activity was “aimed at, and caused harm to” the striking RAs—and therefore is “properly addressed and adequately remedied under subsection (1)(a).” *See Id.* Consequently, we dismiss the Union’s (1)(b) claim.

4. The Union is entitled to a notice posting, but we decline to award a civil penalty.

Based on our finding that the University violated ORS 243.672(1)(a), we must enter a cease-and-desist order and such other affirmative relief as necessary effectuate the purposes of PECBA. ORS 243.676(2)(c); *see also Chemeketa Community College Classified Employees*

¹⁸We note that the Union submitted some generalized hearsay testimony that at least two RAs (neither of whom testified) declined to or ceased to participate in the strike because of the room charges on their accounts. However, the Union did not provide any evidence (or argument) linking the testimony regarding the two RAs to any *actual* impact to the Union.

Association v. Chemeketa Community College, Case No. UP-27-08 at 26, 23 PECBR 612, 625 (2010). The Union contends that such affirmative relief should include reversal of any unlawful charges, refunding or crediting those RAs who were improperly charged.

The University initially charged striking RAs housing costs for the full remainder of the term, later reduced to a prorated amount for the 10 days of the strike. However, as the Union argues, RAs were not scheduled for shifts or meetings on all 10 days of the strike. Thus, the Union asserts, and we agree, that the University was not entitled to withhold housing costs for all 10 days of the strike. Rather, the University could only charge striking RAs a prorated amount equivalent to time missed for scheduled on-call shifts or required work meetings, not the full 10 days of the strike. On this record, and based on the unique work schedule and conditions attendant to the RA role, our remedy reflects a more reliable or accurate way to assess whether a particular RA was withholding their labor on a particular day. Therefore, we order that the University reverse or refund any prorated housing and meal plan charges it assessed for days that the striking RA was not scheduled to attend a team meeting or work an on-call shift.¹⁹

We generally order a notice posting when a public employer's unlawful actions: (1) were calculated or flagrant; (2) were part of a continuing course of illegal conduct; (3) were perpetuated by a significant number of the employer's personnel; (4) affected a significant number of bargaining unit members; (5) significantly or potentially impacted the functioning of the exclusive representative; or (6) involved a strike, lockout, or discharge. *Wy'East Education Association/East County Bargaining Council v. Oregon Trail School District No. 46*, Case No. UP-32-05 at 50, 22 PECBR 108, 157 (2007) (citing *Oregon School Employees Association, Chapter 35 v. Fern Ridge School District 28J*, Case No. C-19-82 at 12, 6 PECBR 5590, 5601, *aff'd without opinion*, 65 Or App 568, 671 P2d 1210 (1983), *rev den*, 296 Or 536, 678 P2d 738 (1984)). A posting order does not require that each of those criteria be satisfied. *Id.* (citing *Blue Mountain Faculty Association/Oregon Education Association/NEA and Lamiman v. Blue Mountain Community College*, Case No. UP-22-05 at 110, 21 PECBR 673, 782 (2007)). Here, the University's actions were directed at a significant number of bargaining unit employees with a chilling effect that extended to other members of the bargaining unit. It also involved a strike and the University's response to that strike. We conclude that a posting is warranted under these circumstances.

Further, the record shows that email is the customary and preferred method the University uses to communicate with employees. *Southwestern Oregon Community College Federation of Teachers, Local 3190, American Federation of Teachers v. Southwestern Oregon Community College*, Case No. UP-032-14 at 9, 26 PECBR 254, 262 (2014). Therefore, we order the University to email the notice to all UOSW-represented employees.

¹⁹The University objected to the ALJ's proposed remedy as set forth in the recommended order reimbursing striking RAs for periods during which they were not on call. The University asserts that remedy "ignores the importance of the complete RA position, diminishes its responsibilities, and is generally inconsistent with the legal axiom that an employer is under no obligation to compensate striking employees." However, as noted above, the University's conduct in withholding compensation from the striking RAs violated (1)(a). Accordingly, we find that the ALJ's proposed remedy (which we affirm above) reasonably "effectuate[s] the purposes of PECBA" in accordance with ORS 243.676(2)(c).

Finally, UOSW seeks an order awarding a civil penalty. PECBA authorizes us to award a civil penalty up to \$1,000 against a party who committed an unfair labor practice if they did so repetitively, knowing that the action taken was an unfair labor practice and took such action disregarding that knowledge, or when the action constituting an unfair labor practice was egregious. *See* ORS 243.676(4). We have found that conduct is “egregious” where it is “conspicuously bad” or “flagrant.” *Lincoln County Education Association v. Lincoln County School District*, Case No. UP-56-04 at 18, 21 PECBR 206, 223 (2005). Here, we ultimately find the University’s actions, though unlawful, do not rise to the level of egregious conduct. As discussed above, we find that the University went beyond mere lawful withholding of wages of striking RAs. However, we acknowledge that RAs are a unique workforce and this is a case of first impression. Therefore, we deny the request for a civil penalty.

Although this resolves the current dispute before us, we note that this is but one of several unfair labor practice complaints recently adjudicated and currently pending before this Board regarding the University and UOSW. *See, e.g., University of Oregon Student Workers v. University of Oregon*, Case No. UP-029-23 (2025), *recons*, (2026), *appeal pending*; *UO Student Workers Union v. University of Oregon*, Case No. UP-014-25 (2026), *appeal pending*; *University of Oregon v. University of Oregon Student Workers Union and University of Oregon Student Workers Union v. University of Oregon*, Case No. UP-025-25 (pending case). This flurry of litigation has accompanied protracted negotiations over a first contract, which included a ten-day strike in April 2025. This collective litigation has also been particularly time-intensive, resulting in hearings significantly longer than those typically seen at the agency, with a collective 13 days of hearing, which necessitated the preparation of costly hearing transcripts. This high volume of unfair labor practices and protracted litigation has reflected the parties’ strained labor-management relationship.

We note this against the background of the legislature’s declaration that “[t]he people of this state have a fundamental interest in the development of harmonious and cooperative relationships between government and its employees.” ORS 243.656(1). PECBA was enacted, in part, because of the legislature’s recognition “that unresolved disputes in the public service are injurious to the public, the governmental agencies, and public employees.” ORS 243.656(2). PECBA provides a framework to protect the public “by encouraging practices fundamental to the peaceful adjustment of disputes arising out of differences as to wages, hours, terms and other working conditions, and by establishing greater equality of bargaining power between public employers and public employees.” ORS 243.656(3).

As the agency statutorily charged with administering PECBA and fulfilling the state’s “basic obligation to protect the public by attempting to assure the orderly and uninterrupted operations and functions of government,” this Board encourages the parties to embrace the legislative policy of developing a “harmonious and cooperative relationship” and to engage in “practices fundamental to the peaceful adjustment of [labor-management] disputes.” Those practices might include the parties availing themselves of the services of the agency’s Conciliation services, which include both mediation and training. Although it is ultimately up to the parties to select their path (or paths), particularly a path that might set the tone for productive negotiations for a successor agreement, we feel it incumbent on our agency to provide the encouragement to the parties to develop the type of labor-management relationship envisioned by the legislature when enacting PECBA.

ORDER

1. The University shall cease and desist from violating ORS 243.672(1)(a).
2. The University shall reverse or refund prorated housing and meal plan charges assessed against or withheld from RAs for any and all days on which the RA was not scheduled to work an on-call shift or attend scheduled meetings.
3. The University shall post this notice for 30 days in prominent places where bargaining unit employees are employed within 10 days of the date of this order.
4. The University shall distribute this notice by e-mail to all bargaining unit personnel within 10 days of the date of this order.

DATED: October 1, 2026.



Adam L. Rhynard, Chair



Shirin Khosravi, Member

*Benjamin O'Glasser, Member

This Order may be appealed pursuant to ORS 183.482.

Member O'Glasser, concurring:

I concur in the result of this case and join in the majority order, with one exception. As to Conclusion of Law 2, I would find that the University violated only the “in” the exercise prong of subsection (1)(a). In my view, the impermissible impact of the University’s conduct—and not the reason that the University acted—forms the gravamen of the University’s unfair labor practice.

It is axiomatic that an employer is not required to pay compensation to striking workers. Here, the relevant compensation included the RAs’ housing and meal plans. As a steward of public funds, the University rightly warned RAs before the strike that they could not withhold their labor and remain in their rooms for free. When the University later acted on that warning, its conduct necessarily flowed from (*i.e.*, occurred “because of”) employees’ PECBA-protected strike activity. In this context, the overarching and primary problem with the University’s conduct cannot be that it acted in response to protected activity. Rather, the core problem with the University’s conduct

was that it acted in a manner that resulted in particular consequences.²⁰ Accordingly, our analysis of this claim should occur, in the first instance, under the “in” the exercise prong of subsection (1)(a) such that we place “the emphasis * * * on the consequences of a particular action” rather than “on the reasons for the employer’s action.” *Portland Assn. of Teachers v. Mult. Sch. Dist. No. 1*, 171 Or App 616, 623, 16 P3d 1189 (2000).

In that regard, and although the majority order only reaches the “in” the exercise prong as a secondary matter, this Board is unanimous that the University violated that portion of the statute. The record evidence plainly reflects that that University’s actions “interfered with, restrained, or coerced employees” who were engaged in PECBA-protected strike activity. Before the strike, the University gave advance notice that striking RAs who did not vacate their rooms would incur some charges but gave no indication that it would terminate their access to *previously earned* meal points. However, the result of the University’s conduct was that RAs were suddenly prevented from using their own saved meal points to buy food. Likewise, the University’s manner of billing for new charges was not fully transparent. The University had announced that striking RAs would “assume financial responsibility for appropriate charges for their room and a standard meal plan accrued during the time they are on strike.” However, the University did not communicate that the way those charges posted to the RAs’ accounts would result in the entire balance being due immediately or that those charges could form the basis for registration holds. Indeed, some RAs received notifications from the University’s billing system within two days of the start of the strike that the newly billed charges, if not paid, would prevent them from registering for classes during a registration window that opened less than a week later. The chaos that flowed from how the University assessed charges had the natural and probable effect of deterring RAs from engaging in PECBA-protected strike activity, violating the “in” the exercise prong of subsection (1)(a).



*Benjamin O’Glasser, Member

²⁰In my view, the record evidence—including evidence of the University’s prompt course corrections—supports an inference that the University failed to understand and account for how its computer systems would reflect and respond to the University’s conduct (*i.e.*, its act of discontinuing compensation to striking workers by implementing the charges that it warned that RAs would incur if they remained in their rooms while striking). I understand the majority order to draw different inferences from the record. Regardless, we agree that the University’s conduct yielded impermissible impacts that were not undone by its subsequent conduct.



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 Board Case No. UP-023-25, *University of Oregon Student Workers Union v. University of Oregon*, and in order to effectuate the policies of the Public Employee Collective Bargaining Act, we hereby notify our employees that the Board found the University committed unfair labor practices in violation of ORS 243.672(1)(a) by: (1) announcing its intent to charge striking Resident Assistants (RAs), on the business day after the strike started, the full cost of room and board for the remainder of the term, with interest accruing, if not paid within 10 days; (2) by charging striking RAs' student billing accounts the cost of their room and a standard meal plan, initially for the full remainder of the term and later changed to room and board for the 10 days of the strike; and (3) by suspending striking RAs' meal plans and accrued points. To remedy these violations, the Board ordered the University to:

1. Cease and desist from violating ORS 243.672(1)(a).
2. Reverse or refund prorated housing and meal plan charges assessed against or withheld from RAs for any and all days on which the RA was not scheduled to work an on-call shift or attend a scheduled meeting.
3. Post this notice for 30 days in prominent places where Union-represented employees are likely to see it within 10 days of the date of the Board's order.
4. Distribute this notice by email to all Union-represented employees within 10 days of the date of the Board's order.

EMPLOYER

Dated _____, 2026.

By: _____

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 in each employer facility in which bargaining unit personnel are likely to see it. This notice 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, 1225 Ferry Street S.E., Salem, Oregon, 97301-3807, phone 503-378-3807, ERB.Filings@ERB.oregon.gov.