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September 17, 2026

Sent via Email (cwalterman@co.marion.or.us)

Cody Walterman
Human Resources Labor Counsel
Marion County
555 Court St NE, Ste 4250
Salem, OR 97301

Re: Marion County Unfair Labor Practices
MBJ No. 5442.00

Dear Mr. Walterman,

Along with Andi Pla, I represent MCEA/SEIU Local 503 (the "Union") regarding the present labor dispute with Marion County. Please feel free to continue to communicate with Andi directly regarding all matters related to bargaining and other legal issues between the parties. However, I ask that you copy me on any communications related to this letter or the topics discussed within it.

I am writing to notify your client, Marion County (the "County"), that the Union **strongly objects** to a number of unfair labor practices recently committed by the County against MCEA/SEIU in anticipation of the Union's strike. As **time is of the essence**, the Union demands that the County **immediately rescind the unlawful actions** described below and **notify the entire bargaining unit** that the County's illegal actions have been renounced. Anything less than an immediate and prompt retraction will fail to address what has undoubtedly already been a substantial chilling effect on Union bargaining unit members engaging in conduct protected by the PECBA. Please provide me with any clarifying communications the County sends to bargaining unit members in response to this letter or in any way related to topics raised here. Please be on notice that failure to cure these egregious legal violations may result in an unfair labor practice complaint, including requests for civil penalties, against the County.

September 14, 2026, Employee and Manager FAQs

On or about September 14, 2026, Marion County communicated a Frequently Asked Questions (FAQ) document to Union bargaining unit members and another FAQ to managers regarding the impending strike. These FAQ documents contain several unlawful provisions, as described below.

General Structure and Content of Employee FAQs

The County's Employee FAQs as a whole violate ORS 243.672(1)(i) and ORS 243.670(2), PECBA's neutrality provisions, by using public funds to attempt to influence unit members not to support the Union in the potential strike. These statutes prohibit "any act or instance of a public employer making an effort to affect or alter (including by indirect or intangible means) the decision of any or all of its employees regarding whether to support or oppose a labor organization." *United Academics of Oregon State University v. Oregon State University*, Case No. UP-021-18 at 18 (2020), *aff'd*, 315 Or App 348, 502 P3d 254 (2021) (University violated neutrality provision by soliciting questions from employees, changing some of those questions in a FAQ published on its website, including opinions in the answers to its FAQs, and answering some FAQ questions misleadingly to indirectly weigh in on whether employees should support a union).

The County's FAQs likewise violates PECBA's neutrality requirement. As described in more detail below, a number of the FAQs contain misleading and/or inaccurate information which have the effect of discouraging participation in the strike. Even the structure and focus of the FAQs are obviously designed to discourage striking. Because the County's FAQ used public funds to seek to persuade bargaining unit members not to strike, the County may be liable under the PECBA for civil penalties in the amount of both triple the amount of public funds spent on preparing this FAQ and for all reasonable representation costs expended by the Union in pursuing unfair labor practice charges against the County for this conduct. *See* ORS 243.676(4)(b); OAR 115-035-0055(1)(b)(E).

Please accept this letter as an information request under the PECBA, and a public records request under ORS Chapter 192 for the following documents related to the County's apparent violation of the PECBA's neutrality requirement: 1) all questions or other communications submitted by bargaining unit members to the County related to a potential strike; and 2) the amount of County staff time and other public resources used to create the FAQs.

Call-In Procedures

In the Employee Information FAQ, at page 2, the County states:

> **"Are MCEA employees required to notify their supervisors each day that they will be absent while participating in the strike?**
>
> Normal call-in procedures should apply."

This question and answer unlawfully indicates that employees must affirmatively notify management each day that they are absent from work to participate in a strike. This

requirement constitutes an unlawful reprisal under ORS 243.672(1)(a) against the Union for its protected activities, including notifying the County of a strike. Separately, it violates the Board's strike polling doctrine, which strictly limits the circumstances when an employer may lawfully poll employees about planned strike participation, including among other restrictions, only allowing polling "at the beginning of the strike." *ATU, Division 757 v. Rogue Valley Transportation District*, UP 80-95, at 20 (1996). It also interferes with lawful protected activity by coercively requiring bargaining unit members to contact a manager each day of strike participation, erecting a barrier to participating in a lawful strike that is inconsistent with ORS 243.726(2), and therefore a violation of ORS 243.672(1)(f). This requirement also constitutes a unilateral change in working conditions in violation of ORS 243.672(1)(e). By requiring employees to affirmatively recommit to striking each day, this instruction also violates ORS 243.672(1)(b) and (e) because it effectively requires direct dealing between management and individual bargaining unit members about a subject – the calling of a strike—on which the employees' exclusive representative (the Union) has already spoken. Finally, because employees engaging in a lawful strike are withholding their labor from the County, they cannot be required to perform work on behalf of the County during their participation in the strike, including following the "normal call-in procedures". In fact, doing so could conceivably be considered participating in a partial strike in violation of ORS 243.726(2)(e)'s prohibition on unconventional strike activity. Thus, the requirement for each striking unit member to affirmatively contact County management on a daily basis to reaffirm participation in the strike is unlawful and bargaining unit members cannot lawfully comply with it. Any discipline imposed on unit members for not adhering to this plainly unlawful requirement will also be unlawful retaliation for the employees' PECBA-protected strike conduct.

Temporary Redeployment of Employees Reporting to Work

> In the Employee FAQ, at page 2, the County states:
>
> **"Can employees who report to work be temporarily be redeployed during a strike?**
>
> Yes. Employees who report to work may be temporarily assigned different duties, schedules, work locations, or priorities to help maintain County services. Assignments will be based on operational needs and the employee's qualifications, required licenses, training, and ability to perform the work safely. Temporary redeployment will not be used to reward or penalize an employee based on whether they participate in the strike. Contractual premium payment provisions still apply. For example, an employee who intermittently performs duties of a higher classification receives a 5% working-out-of-class differential for all hours worked at the higher level."

This statement unlawfully encourages County managers to commit unlawful unilateral changes in mandatory subjects of bargaining related to bargaining unit members who choose not to strike. Work schedules (i.e. work day) and work load are both mandatory subjects of bargaining. Moreover, any change in assigned duties or work location would likely have impacts on mandatory subjects of bargaining such as work load, safety, etc. All these issues must be bargained to completion with the Union before any unilateral change can occur. By giving County management carte blanche to make such changes unilaterally, without

completing bargaining obligations, the County is violating, and will violate ORS 243.672(1)(e), and also is doing so in retaliation for Union protected conduct, in violation of ORS 242.672(1)(a).

Polling

In the Management Guide FAQ, at page 2, the County states:

> **"May a manager ask whether an employee plans to report?**
>
> A manager may ask a neutral staffing question when the answer is needed to schedule services, such as: "Are you planning to report for your scheduled shift?" Use a consistent approach with similarly situated employees. Do not ask how the employee voted, what the union discussed, why the employee supports or opposes the strike, or what other employees plan to do."

This instruction to managers encourages management to engage in unlawful strike polling. *ATU, Division 757 v. Rogue Valley Transportation District*, UP 80-95, at 21 (1996) indicates that strike polling of employees prior to the start of a strike "for scheduling purposes only" is inherently coercive unless it meets three requirements: the employer must 1) explain fully the purpose of the questioning; 2) assure the employees that no reprisals will be taken against them as a result of their responses; and 3) refrain from otherwise creating a coercive atmosphere. The County's guidance to its managers does not ensure that any of these three requirements will be adhered to, and therefore it encourages managers to engage in unlawful strike polling in violation of ORS 243.672(1)(a).

New Vacation Approval Policy

In response to recent ordinary requests for vacation by bargaining unit members, County management denied those requests, indicating variously that no vacation would be approved from September 21 onward for five weeks, or that no vacation could be approved now for dates later in the calendar year and those requests must be renewed closer to the date of desired vacation. In addition, other ordinary leave requests for sick leave have been ignored and have not been acted upon. Leave, including vacation, is a mandatory subject of bargaining. The County's unilateral implementation of a new policy to categorically deny all scheduled vacation from September 21, 2026, to October 19, 2026, prohibit vacation requests for later dates as premature, and delay acting on sick leave requests, without giving notice and bargaining to completion with the Union, constitutes a violation of ORS 243.672(1)(e). In addition, these new policies constitute transparent retaliation against the Union for its PECBA-protected conduct, including but not limited to notifying the County of an impending strike.

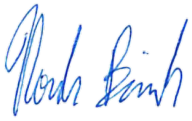
Food Donation Box Denial

On August 25, 2026, the County denied the Union's request to place food donation boxes in County breakrooms, a request that the County knew to be related to possibility of a strike by the Union that could cause food insecurity for the Union's bargaining unit members. Despite that such requests had often been granted to other organizations, the County denied the Union's request in this instance because of, and to retaliate against, the Union's ongoing PECBA-protected conduct in collective bargaining and advancing towards a strike. The County's conduct therefore violates ORS 243.672(1)(a).

In sum, the Union remains extremely concerned about the County's unlawful conduct described above, and places the County on notice that failure to rapidly correct its unlawful communications and rescind its unlawful actions may result in further legal action.

Sincerely,

MCKANNA BISHOP JOFFE, LLP



Noah Barish

NTB:bp
cc: Melissa Unger (SEIU Local 503)
Andi Pla (SEIU Local 503)
Evan Paster-Pearl (SEIU Local 503)