

# Lessons learned from the City of Portland and LiUNA 2023 Strike

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## **Presenters:**

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# Overview

- Overview of the Law
- Overview of the Strike
- Petition for Declaratory Ruling
- Clear and Present Danger
- Unlawful Strike Activity
- Communication
- Access Issues
- What We Learned
- What Worked Well



# Overview of the Law

- ORS 243.726
  - (1)—employees who cannot strike
  - (2)—employees that are authorized to strike
  - (3)—clear and present danger exception
  - (4)—Declaratory action that strike is unlawful
  - (5)—ULP by employer not a defense to prohibited strike

# Overview of the Law


OAR 115-040-0018—notice of intent to  
strike

# Overview of the Law

ORS 243.732—refusing to cross a picket line is prohibited for employees outside of the bargaining unit.

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# Overview of the Strike

- Strike began February 2, 2023 at midnight
  - Strike ended February 5, 2023 at midnight
  - Over 700 employees in the bargaining unit
  - Majority of the employees worked in three Bureaus: Transportation, Parks, and Environmental Services
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# Petition for Declaratory Ruling

- Union's notice of intent to strike on February 2, 2023 sent on January 20 and 23.
- Notice cited "*compensation, safety, and fair treatment in the workplace*" as the reasons for the strike. It also mentioned the "*rapid cost of living increases and deterioration of working conditions.*"

# Petition for Declaratory Ruling (DR-001-23)

## City Arguments

- Statute required receipt of certified mail ten-days before strike
- Regulation required Union to mail certified letter in reasonable time to get to employer 10 days before strike
- 10-days notice “***before the strike begins***” does not include the day the letter was received or the day of the strike.
- Notice did not provide the necessary detail required, relying on *Redmond School District 2J v. Redmond Education Association*, 3 PECBR 1564, 1569 (1977)



# Petition for Declaratory Ruling (DR-001-23)

## Board Decision

- Actual notice sufficient, even if not certified.
- Even though certified letter arrived late, it could have arrived on time. Sufficient under statute.
- Notice of 10 days includes the first day of the strike in calculation.
- Notice provided sufficient information.

Clear and  
Present Danger  
*ORS 243.726(3)(a)*

- Wastewater Treatment Plants
- Waste Pump Stations
- Snow and Ice Events



# Unlawful & Lawful Strike Activity

- Vandalism
- Violence
- Misbehavior
- Picket



# Unlawful & Lawful Strike Activity



# Communication Concerns

- **What can communicate**—generally can communicate factual information.
  - *OPEU v. Jefferson County*, 18 PECBR 109, on recons., 18 PECBR 199 (1999).
  - *OSEA v. Ashland School District*, UP-037-16 (2018).
- **What can't communicate**—
  - Direct dealing—*AFSCME Local 2909 v. City of Albany*, 18 PECBR 26 (1999)
  - Certain opinions—*AFSCME Local 2043 v. City of Lebanon*, UP-14-11, 24 PECBR 996 (2012)

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# Access to Facilities, Phones, and Email

- *Clackamas County Employees' Association v. Clackamas County*, UP-030-20 (2022)— employer cutting off access to Union President on paid-administrative leave unlawful.



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# What We Learned

- Milestones that Trigger Response
- COOP
- Communication
- Facilities
- Practice Emergencies



# What We Did Well

- Emergency Declaration
- Emergency Services Coordination
- Weather Service
- Nondisclosure Agreements for Outside Contractors
- Sharing resources/expertise
- Shifting priorities to focus on negotiations/strike



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What questions  
do you have?

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