MEASURE: HB 2448
EXHIBIT: 5
H BUSINESS & LABOR
DATE: 2-25-2013 PAGES: 2
SUBMITTED BY: Erin O'Connell

OREGON AFSCME
6025 E. Burnside, Portland, OR 97215
503-239-9858/800-792-0045/Fax 503-239-9441
www.oregonafscme.com

2/20/2013

Dear Legislators,

I am writing this letter to you today to hopefully provide some insight into why appropriate and fair Bargaining procedures need to be identified and legislated. My name is Erin O'Connell and I am an employee of Columbia County located in St. Helens, Oregon. I am apart of Local 1442, AFSCME Council 75.

Over the last three years, my employer has implemented Furlough days in an attempt to offset funding shortfalls resulting from the current economic state. My employer's ability to implement Furlough days is not something that was covered under our current Collective Bargaining agreement; the contract explicitly cites the use of layoffs as the only way to address economic deficiencies.

In the 2011-2012 Fiscal year, my employer came to the Union with a plan to implement 26 Furlough days. In contrast to the previous fiscal year where the number of Furlough days being proposed was discussed and a mutual agreement was reached between the Union and the County, the FY 2011-2012 proposal was presented as something that needed to occur whether the Union agreed to it or not, and that while the County would entertain bargaining over the subject, if the Union did not agree, then the Furloughs would be implemented regardless.

In a good faith effort on the part of the Union, bargaining did ensue, during which time the Union presented alternate means of generating money to close the budget gap and attempted to discuss other Furlough options. During the entire bargaining process, the County did not respond to attempts to come up with an alternate solution – except to simply say, no. At the end of the 90 day bargaining period, the proposal was changed from 26 Furlough days to 25 Furlough days. The majority of the Union did not agree with this solution and therefore did not accept this proposal. As promised, once bargaining concluded the 26 Furlough days were implemented, at which time the Union requested mediation, and eventually filed a grievance and proceeded to arbitration. Unfortunately, because interim bargaining is meant to cover subjects not addressed explicitly in the contract the contractual arguments against any Employer implementation are limited.

It was clear from the beginning that the County intended to run out the 90 day clock and implement the furlough days and they were able to do so with impunity.

The interim bargaining process greatly affected work place moral. It went from a feeling that the represented employees had a right and an avenue to discuss a proposal outside of the Collective Bargaining agreement, to "why should we even bother, when the County can do whatever they want to regardless". I feel that the whole event undermined the purpose of being a part of a Union and undermined the intent of a collective bargaining process.

Because the 2011 implementation added explicit language to our contract that allowed furloughs, the County unilaterally imposed 26 more in FY 2012-2013 – which we had no recourse to challenge.

Due to a lack of a well defined process, I feel that the expectation that one has the ability to affect an outcome has been lost. This has resulted in a change in how employees view the Union and participation has been greatly affected. I feel that the Union is expected at all times to follow the contract we have in place with Columbia County, however, the same does not seem to be true of the County. I absolutely think legislation is needed to better define the interim bargaining process and when and how it can be used.

Erin O'Connell,
Local 1442