



Jackson County School District 9

P.O. Box 548
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MEASURE: HB 2544
EXHIBIT: 9
H BUSINESS & LABOR
DATE: 2-13-15 PAGES: 1
SUBMITTED BY: Allen Barber

To: Members of the House Business and Labor Committee

From: Allen Barber, Human Resources Director, Eagle Point School District

Re: Testimony regarding H.B. 2544

Eagle Point School District's experience indicates that 90-day expedited bargaining is not used frequently but in situations where decisions need to be made during the term of a multi-year contract. Sometimes it is the Association that demands to bargain. Our District has used expedited bargaining twice in the past 19 years:

- In summer of 2009, the Human Resources Department reviewed work year calendars for elementary secretaries and discovered that in some buildings the work year was 190 days while in other buildings it was 210 days or more. We believed that all elementary buildings needed the same support during the month before school started, so we announced that we would standardize these work years at 196 days. The Association demanded to bargain, and we then met 5 times during the next 90 days. Although we proposed that the few secretaries who would lose work days would have that reduction phased in over two years, the Association would not agree to any reduction to work calendars for any secretaries. The District therefore was required to implement its final offer so that it could put in place an equitable calendar of services for all elementary schools.
- The District was annually diverting about \$15,000 from the general fund budget to subsidize equipment maintenance needs of the food service program. Capital improvements had not happened for several years. As school funding dropped during the years 2009 to 2010, the Board determined we needed to spend our resources to retain teaching positions and needed to make savings in support services. We notified the Association of the intent to investigate contracting out of the food service jobs. In accordance with the labor law, the Association demanded to bargain the decision and the impact on employees. We agreed to protect current employees by having them be interviewed first by the new contractor. All but one of our food service employees went to work for the new contractor with wage protections in place. Many still work in our schools. The savings generated by contracting out the food service jobs has allowed the food service fund to be completely self-sustaining, including equipment maintenance and funding over \$125,000 in equipment upgrades over the last three years. Without any impact to the general fund there are higher meal counts, a more controlled and compliant nutritional program, and expert program management.

Neither of these changes were foreseen when we last bargained the whole collective bargaining agreement. Our relationship with our local union has never been stronger. We routinely work together in an ongoing process called the "Contract Language Review Team" which looks for ways to make our contract stronger. Ultimately we want our contract to be what is best for students. HB 2544's requirement of binding interest arbitration takes the decision out of the hands of the local employees and the locally-elected school board members and imposes a solution from an outside arbitrator who does not know our community and does not have to be accountable.

Professionally,

Allen Barber
Human Resources Director