

Shirley Adams

From: irishlad802@aol.com
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To: Shirley Adams
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While the unionized employees of FairPoint are generally in favor of legislation that helps us restore and repair the telecommunications and electrical infrastructure for Vermonters during times of major outages caused by severe weather and other emergencies, any such legislation that encourages the use of temporary help from contracted firms must ensure that a number of protections are in place for the safety of Vermonters. Communications networks and electric power are critical infrastructure, and the restoration of such critical services must be done by qualified people under qualified supervision in order to ensure that work is done correctly instead of merely applying a band-aid that may create more problems than solutions.

During the recent strike at FairPoint, we all saw mistakes made by temporary employees brought into the state including criminal acts perpetrated by unchecked temporary workers and subpar work across all areas that we are still working to clean up. To avoid these problems in the future, criminal background checks must be performed on contract workers, as well as drug testing, to ensure that a professional standard is upheld. Qualified supervisors must rove in the affected work areas to ensure that the contractors' work conforms to industry standards. Relationships must be formed with companies used on contingency basis, and they must be in place long before their services are needed, so that the delivered product provides what was promised. Local management must remain in charge so that problems such as the rampant theft that took place during the strike will be avoided. These workers should come from companies that provide quality tools and trucks that arrive ready to work and not full of problems and roadworthy issues. Vermont's climate can be harsh, and proper tools and safety training are a must. In order to achieve these important goals, I believe that any disaster team/board must include union and/or worker representatives from all of the affected industries to be able to voice needs and concerns to the highest level and to ensure that the desire to repair service quickly doesn't lead a lowering of standards and an unsafe environment for all Vermonters.

Moreover, we must ensure that any such legislation is not ripe for abuse by the affected industries. In this regard, the long outages and delays caused by FairPoint's inability to operate during our recent labor dispute could certainly be considered a "disaster," and the legislation as currently written could have allowed the Company to try to convince local regulatory officials to declare an emergency so that the Company could avoid its statutory obligations in seeking to effectuate its strike contingency plans. The legislation must be amended to ensure that a communications or electrical company cannot avoid its bargaining obligation through the use of contract strike replacements hired without regard to the standards of fair business practices in Vermont.

In closing, we must not allow Vermont companies to use disasters to sideline Vermont employees and undercut wages by shopping for bargain-priced, untrained, ill-equipped, out-of-state companies who are eager to work as gypsies, slashing and dashing from place to place. No one cares about Vermont more than Vermonters.

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