

# House Calendar

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Tuesday, April 07, 2015

91st DAY OF THE BIENNIAL SESSION

House Convenes at 10:00 A.M.

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**NOTICE CALENDAR**

**Favorable with Amendment**

**H. 76**

An act relating to the requirement of mandatory binding arbitration and to the elimination of strikes and imposed contracts in connection with collective bargaining for teachers' and school administrators' contracts

**Rep. Wright of Burlington**, for the Committee on **Education**, recommends the bill be amended by striking all after the enacting clause and inserting in lieu thereof the following:

Sec. 1. 16 V.S.A. § 2011 is added to read:

§ 2011. STRIKES AND CONTRACT IMPOSITION PROHIBITED

(a) A strike, which shall have the same meaning as provided in 21 V.S.A. § 1722(16), shall be prohibited.

(b) The imposition of contractual terms by the school board shall be prohibited.

Sec. 2. 16 V.S.A. § 2003 is amended to read:

§ 2003. TIME TO BEGIN

The teacher or administrator organizations holding exclusive negotiating rights shall make a request for commencement of negotiations either to their school board or to the school board negotiations council no later than ~~120~~ 180 days prior to the earliest school district annual meeting conducted within the supervisory union.

Sec. 3. 16 V.S.A. § 2005 is amended to read:

§ 2005. WRITTEN AGREEMENT

(a) The negotiations councils for the school board and the teachers' or administrators' organization shall enter into a written agreement or agreements incorporating therein matters agreed to in negotiation.

(b)(1) In the event the negotiations councils for the school board and the negotiations council for the teachers' or administrators' organization are unable to arrive at an agreement before the expiration date of the existing contract, the existing contract shall remain in force until a new contract is ratified by the parties.

(2) Except as provided in subdivision (c) of this section and in the absence of a provision of the existing contract to the contrary, wages and benefits shall continue at levels and amounts that are no greater than those in effect on the expiration date of the existing contract and no wage step increases shall occur after the expiration date.

(c) Nothing in this section shall prohibit the parties from agreeing to a modification of certain provisions of the existing contract which, as amended, shall remain in effect until a new contract is ratified by the parties.

(d)(1) In the event the negotiations councils for the school board and the negotiations council for the teachers' or administrators' organization are unable to arrive at an agreement within six months after the expiration date of the existing contract, the parties shall submit any and all unresolved issues to the Vermont Labor Relations Board.

(2) As soon as practicable, the Board shall hold a hearing on the dispute pursuant to rules established by the Board. The Board may issue subpoenas of persons and documents for the hearings. Upon completion of the hearings, the Board shall make and file with both parties written findings and recommend a reasonable basis for the settlement of the dispute.

(3) Nothing in this subsection (d) shall prohibit the Board from endeavoring to mediate the dispute at any time prior to issuing its recommendation for the settlement of the dispute.

(e) In the event the negotiations councils for the school board and the negotiations council for the teachers' or administrators' organization are unable to arrive at an agreement within one year after the expiration date of the existing agreement then the following shall apply:

(1) When the parties enter into an agreement to replace the existing agreement, it shall not include any retroactive wages or benefits at levels and amounts that are greater than those in effect on the expiration date of the existing agreement.

(2) The school district's base statewide education tax rate shall be increased by one cent on all homestead property located within the district. The increase shall apply to the district's statewide education tax rate for the next fiscal year and shall remain in force through the fiscal year in which the parties enter into the new agreement.

Sec. 4. 16 V.S.A. § 2006 is amended as follows:

§ 2006. MEDIATOR

If, after negotiation has taken place on all matters properly before them within 90 days after commencing negotiations, the negotiations councils for

the school board and teachers' or administrators' organization are unable to reach agreement on specific negotiable items, they ~~may~~ shall jointly agree upon the services and person of a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms that are mutually acceptable. If agreement cannot be reached upon the person of a mediator within 5 days, either party may ~~the parties shall~~ request mediation upon ~~any and~~ all unresolved issues to be conducted by the American Arbitration Association or its designee. The parties shall meet with the mediator and make ~~such~~ information available to the mediator as required.

Sec. 5. 16 V.S.A. § 2007 is amended as follows:

§ 2007. FACT-FINDING COMMITTEE

(a) ~~If mediation fails to resolve outstanding differences or is not requested the parties are unable to resolve their outstanding differences within 45 days of commencing mediation and a continuing disagreement persists, either party may, after negotiation on all matters properly before them, request that any or the parties shall submit all unresolved issues be submitted to a fact-finding committee by notifying the other party of their intention and setting forth in writing the issues to be submitted to fact finding.~~

(b) The fact-finding committee, which shall be activated as soon as practicable ~~upon request~~, shall be composed of one member selected by the school board negotiations council, one member selected by the negotiations council for the teachers' or administrators' organization, and one member who shall serve as chair, to be chosen by the other two members. In the event that agreement cannot be reached on a third member for the fact-finding committee within five days after the appointment of the other two members, the American Arbitration Association shall be asked to appoint the third member.

(c) The fact-finding committee shall convene as soon as practicable after its appointment, hold informal hearings as necessary, and provide adequate opportunity to all parties to testify fully on, and present evidence regarding, their respective positions. All parties to the dispute shall furnish the fact-finding committee upon its request all records, papers, and information in their possession pertaining to any matter properly in issue before the fact-finding committee. The fact-finding committee shall make a written report and shall deliver it to both parties recommending a reasonable basis for the settlement of the disagreement within 30 days after the appointment of all members of the committee. Upon receipt of the report, the parties shall continue to negotiate on all issues remaining in dispute, and may jointly agree upon the services and person of a mediator to assist them in reaching a settlement of the disagreement.

(d) The report of the fact-finding committee shall be advisory only and shall not be binding on either party. The report shall be made public by the fact-finding committee if the issues in dispute have not been resolved within ten days of the delivery of the report.

(e) All expenses of fact-finding and mediation shall be borne jointly by the parties to the dispute.

Sec. 6. 16 V.S.A. § 2010 is amended to read:

§ 2010. INJUNCTIONS

~~No restraining order or temporary or permanent injunction shall be granted in any case brought with respect to any action taken by a representative organization or an official thereof or by a school board or representative thereof in connection with or relating to pending or future negotiations, except on the basis of findings of fact made by a court of competent jurisdiction after due hearing prior to the issuance of the restraining order or injunction that the commencement or continuance of the action poses a clear and present danger to a sound program of school education that in the light of all relevant circumstances it is in the best public interest to prevent. Any restraining order or injunction issued by a court as herein provided shall prohibit only a specific act or acts expressly determined in the findings of fact to pose a clear and present danger. Upon application by either party, a Superior Court may issue a temporary restraining order or other injunctive relief and may award costs, including reasonable attorney's fees, in connection with any action taken or about to be taken by a representative organization, its officials, or its members or by a school board or its representative in relation to pending or future negotiations that is in violation of this chapter.~~

Sec. 7. 16 V.S.A. § 2008 is amended to read:

§ 2008. ~~FINALITY OF DECISIONS~~

~~All decisions of the school board regarding matters in dispute in negotiations shall, after full compliance with this chapter, be final. [Repealed.]~~

Sec. 8. 16 V.S.A. § 2021 is amended to read:

§ 2021. NEGOTIATED BINDING INTEREST ARBITRATION

\* \* \*

~~(c) A strike, which shall have the same meaning as provided in 21 V.S.A. § 1722(16), shall be prohibited if it occurs after both parties have voluntarily submitted a dispute to final and binding arbitration or after a decision or award has been issued by the arbitrator. A school board may petition for an injunction or other appropriate relief from the Superior Court within the county~~

~~wherein such strike in violation of this section is occurring or is about to occur.~~  
[Repealed.]

\* \* \*

Sec. 9. 3 V.S.A. § 924 is amended to read:

§ 924. POWERS AND DUTIES

\* \* \*

(e) In addition to its responsibilities under this chapter, the Board shall carry out the responsibilities given to it under 16 V.S.A. § 2005, 21 V.S.A. chapters 19 and 22, and chapter 28 of this title and when so doing shall exercise the powers and follow the procedures set out in that chapter.

\* \* \*

Sec. 10. EFFECTIVE DATE

This act shall take effect on July 1, 2015, and apply to negotiations beginning on or after that date.

and that after passage the title of the bill be amended to read: “An act relating to the prohibition of strikes and contract imposition, and mandatory mediation and fact-finding in connection with collective bargaining for teachers and school administrators”

( Committee Vote: 8-3-0)

**Rep. Head of South Burlington**, for the Committee on **General, Housing & Military Affairs**, recommends the bill ought not to pass.

(Committee Vote: 5-3-0)

**Amendment to be offered by Reps. Lalonde of South Burlington, Wright of Burlington and Christie of Hartford to the recommendation of amendment of the Committee on Education to H. 76**

By striking out all after the enacting clause and inserting in lieu thereof the following:

Sec. 1. 16 V.S.A. § 2011 is added to read:

§ 2011. STRIKES AND CONTRACT IMPOSITION PROHIBITED

(a) A strike, which shall have the same meaning as provided in 21 V.S.A. § 1722(16), shall be prohibited.

(b) The imposition of contractual terms by the school board shall be prohibited.

Sec. 2. 16 V.S.A. § 2008 is amended to read:

§ 2008. ~~FINALITY OF DECISIONS~~

~~All decisions of the school board regarding matters in dispute in negotiations shall, after full compliance with this chapter, be final. [Repealed.]~~

Sec. 3. 16 V.S.A. § 2021 is amended to read:

§ 2021. NEGOTIATED BINDING INTEREST ARBITRATION

\* \* \*

~~(c) A strike, which shall have the same meaning as provided in 21 V.S.A. § 1722(16), shall be prohibited if it occurs after both parties have voluntarily submitted a dispute to final and binding arbitration or after a decision or award has been issued by the arbitrator. A school board may petition for an injunction or other appropriate relief from the Superior Court within the county wherein such strike in violation of this section is occurring or is about to occur. [Repealed.]~~

Sec. 4. TASK FORCE ON DISPUTE RESOLUTION IN LABOR

RELATIONS FOR TEACHERS AND ADMINISTRATORS;  
REPORT

(a) Creation. There is created a Task Force on Dispute Resolution in Labor Relations for Teachers and Administrators to study possible statutory changes to improve the process for the resolution of a dispute or impasse during labor negotiations for Vermont school teachers and administrators without requiring that a dispute or impasse be submitted to mandatory binding interest arbitration.

(b) Membership. The Task Force shall be composed of the following seven members:

(1) the President of the Vermont–National Education Association or designee;

(2) the Executive Director of the Vermont School Boards Association or designee;

(3) two individuals with experience in labor relations for school teachers and administrators designated by the Vermont–National Education Association;

(4) two individuals with experience in labor relations for school teachers and administrators designated by the Vermont School Boards Association; and

(5) the Executive Director of the Vermont Labor Relations Board.

(c) Powers and duties. The Task Force shall examine possible statutory

changes to improve the process for resolving a dispute or impasse during labor negotiations for school teachers and administrators without requiring that the dispute or impasse be submitted to mandatory binding interest arbitration. In particular, the Task Force shall do the following:

(1) evaluate Vermont's existing statutory provisions related to the resolution of a dispute or impasse during labor negotiations for school teachers and administrators;

(2) examine and assess the relative merits of other states' statutory provisions for the resolution of a dispute or impasse during labor negotiations and whether the adoption of similar provisions could improve the existing collective bargaining process for school teachers and administrators in Vermont; and

(3) examine and assess the relative merits of various methods for encouraging parties in labor negotiations to resolve a dispute or impasse promptly if it continues past the expiration date of the existing collective bargaining agreement between the parties.

(d) Consultation. In carrying out its duties pursuant to subsection (c) of this section, the Task Force shall, at a minimum, consult with:

(1) representatives of teachers' and administrators' organizations from other states;

(2) representatives of school boards from other states; and

(3) attorneys, mediators, and arbitrators with experience in labor relations for school teachers and administrators

(e) Assistance. The Task Force shall have the administrative, technical, and legal assistance of the Vermont Labor Relations Board.

(f) Report. On or before November 15, 2015, the Task Force shall submit a written report to the House Committees on Education and on Housing, General and Military Affairs and the Senate Committees on Education and on Economic Development, Housing and General Affairs with its findings and a recommendation for legislative action.

(g) Meetings.

(1) The Executive Director of the Vermont Labor Relations Board shall call the first meeting of the Task Force to occur on or before August 1, 2015.

(2) The Executive Director of the Vermont Labor Relations Board shall be the Chair of the Task Force.

(3) Five members of the Task Force shall constitute a quorum.



(4) The Task Force shall meet at least twice per month until the report required by subsection (f) of this section has been submitted as required by that subsection.

(5) The Task Force shall cease to exist on January 15, 2016.

#### Sec. 5. EFFECTIVE DATES

(a) Secs. 1, 2, and 3 shall take effect on July 1, 2016, and apply to negotiations beginning on or after that date.

(b) This section and Sec. 4 shall take effect on passage.

and that after passage the title of the bill be amended to read: “An act relating to dispute resolution and the prohibition of strikes and contract imposition in collective bargaining for teachers and administrators”

### **J.R.H. 8**

Joint resolution relating to military suicides.

**Rep. Walz of Barre City**, for the Committee on **General, Housing & Military Affairs**, recommends that the resolution be amended by by striking all after the enacting clause and inserting in lieu thereof the following:

Whereas, according to a January 16, 2015, report in the publication *Military Times*, nearly two-thirds of the military personnel who committed suicide in 2013 had seen a doctor within three months before taking their own lives, but fewer than one-half had a mental health diagnosis, and fewer than one-third expressed any intention to hurt themselves, and

Whereas, according to an August 2014 dispatch from the U.S. Department of Veterans Affairs (VA), 8,000 veterans commit suicide annually, and this averages to 22 per day, and

Whereas, the General Assembly acknowledges and appreciates the VA’s efforts to increase its resources for mental health counseling and support, including working to improve access to these services for veterans who meet the national criteria and who live more than 40 miles from a VA medical facility, and

Whereas, the VA has a toll-free military crisis line (1-800-273-8255) and website (veteranscrisisline.net) that are accessible 24 hours per day, seven days per week to service members and families for suicide prevention purposes, and

Whereas, despite the VA’s and the U.S. Department of Defense’s (DOD) suicide prevention efforts, including Congress’s recent adoption of the Clay Hunt Suicide Prevention for American Veterans Act, the suicide rate for our men and women who have served in the U.S. Armed Forces remains far too

high, and

Whereas, military families have expressed concerns about the consistent staffing of crisis lines, access to therapy options and effective medications, as well as delays in obtaining mental health counseling appointments, and

Whereas, the DOD's anti-stigma campaign, "Real Warriors, Real Battles, Real Strength," features real service members who have reached out for support or sought treatment for invisible wounds and are continuing to maintain successful military and civilian careers, now therefore be it

Resolved by the Senate and House of Representatives:

That the General Assembly recognizes the need for greater public awareness of the military and veteran suicide rate, and be it further

Resolved: That the General Assembly supports the continued efforts of the VA, DOD, the Vermont National Guard, Vermont Vet-to-Vet, and other public and private organizations to address mental health issues, and be it further

Resolved: That the General Assembly supports the Vermont Veterans Legal Assistance Project in its work helping veterans review and appeal unfavorable discharges, possibly due to behavioral problems related to post-traumatic stress disorder (PTSD), traumatic brain injury (TBI) or both, in order to qualify for, or gain access to, VA services, and be it further

Resolved: That the General Assembly supports that federal policies be established under the authority of the Clay Hunt Suicide Prevention for American Veterans Act as follows:

(1) establish, support, and enhance peer support outreach programs for veterans; and

(2) train mental health counselors around military acronyms and situations specific to military life to help the veteran feel more comfortable when being treated for a mental health issue, and be it further

Resolved: That the General Assembly requests that the Secretary of Veteran Affairs designate Vermont as one of the five pilot program locations identified in the Clay Hunt Suicide Prevention for American Veterans Act, and be it further

Resolved: That the General Assembly strongly encourages the Armed Forces and VA to establish, support and enhance peer support outreach programs for the families of veterans, and be it further

Resolved: That the General Assembly strongly encourages the U.S. Armed Forces to require a period of reintegration for returning veterans that maintains unit cohesion, and be it further

Resolved: That the General Assembly urges the Vermont National Guard to increase educational efforts related to mental health care services in order to reduce both the existing stigma among military personnel and veterans to seek mental health assistance and to lower future suicide rates, and be it further

Resolved: That the Secretary of State be directed to send a copy of this resolution to U.S. Secretary of Veterans Affairs Robert A. McDonald, U.S. Secretary of Defense Ash Carter, the Vermont Congressional Delegation, Commissioner of Mental Health Paul Dupre, Vermont Adjutant General Major General Steven A. Cray, and to the Vermont Office of Veterans Affairs.

**(Committee Vote: 8-0-0 )**

**(For Text of Resolution see House Journal 3/11/2015)**

### **Senate Proposal of Amendment**

#### **H. 123**

An act relating to mobile home parks, habitability standards, and compliance

The Senate proposes to the House to amend the bill by striking out all after the enacting clause and inserting in lieu thereof the following:

Sec. 1. 10 V.S.A. § 6205 is amended to read:

§ 6205. ENFORCEMENT; PENALTIES

~~(a) Any person who violates or fails to comply with this chapter or with any conditions, restrictions, or limitations contained in a permit issued under this chapter shall be fined not more than \$1,000.00 or imprisoned for not more than six months, or both~~ A mobile home park owner who violates or fails to comply with a provision of this chapter violates 9 V.S.A. § 2453.

~~(b) The superior court for the county in which a violation of this chapter occurs shall have jurisdiction, on application by the department in the case of violations of sections 6236 6243 of this title, to enjoin and restrain the violation, but any election by the department to proceed under this subsection shall not limit or restrict the authority of the state to prosecute for the offense under subsection (a) of this section~~ If a mobile home park owner violates this chapter, the Department shall have the authority:

(1) to impose an administrative penalty of up to \$5,000.00 per violation;

(2) to bring a civil action for damages or injunctive relief, or both, in the Superior Court for the unit in which a violation occurred; and

(3) to refer a violation to the Attorney General or State's Attorney for enforcement pursuant to subsection (a) of this section.

(c)(1) A leaseholder may bring an action against the park owner for a violation of sections 6236–6243 of this title.

(2) The action shall be filed in ~~superior court~~ Superior Court for the unit in which the alleged violation occurred.

(3) No action may be commenced by the leaseholder unless the leaseholder has first notified the park owner of the violation by certified mail at least 30 days prior to bringing the action.

(4) During the pendency of an action brought by a leaseholder, the leaseholder shall pay rent in an amount designated in the lease, or as provided by law, which rental amount shall be deposited in an escrow account as directed by the ~~court~~ Court.

Sec. 2. 10 V.S.A. chapter 153, subchapter 3 is amended to read:

### Subchapter 3. Habitability

\* \* \*

#### § 6262. PARK OWNER OBLIGATIONS; WARRANTY OF HABITABILITY; RULES

(a) In any lot rental agreement, the park owner shall be deemed to covenant and warrant to deliver over and maintain, throughout the period of the tenancy, premises which are safe, clean, and fit for human habitation. This warranty requires the park owner to provide adequate and reliable utility services, including safe electrical service, potable water, and sewage disposal to a location on each lot from which these utilities can be connected to the mobile home. The warranty also requires the park owner to assure that the roads, common areas, and facilities within the mobile home park are safe and fit for the purpose for which they were reasonably intended.

(b) The ~~department~~ Department, in cooperation with the ~~agency of natural resources, the department of public safety and the department of health~~ Agency of Natural Resources, the Department of Public Safety, and the Department of Health, shall, by rule, adopt standards for safety, cleanliness and fitness for human habitation regarding the rental of a mobile home lot within a mobile home park.

(c) No rental agreement shall contain any provision by which the leaseholder waives the protections of the implied warranty of habitability. Any such waiver shall be deemed contrary to public policy and shall be unenforceable and void.

#### § 6263. HABITABILITY; LEASEHOLDER REMEDIES

(a)(1) If the mobile home park owner fails to comply with the obligation of

habitability, the park owner shall be deemed to have notice of the noncompliance if the park owner receives actual notice of the noncompliance from the leaseholder, a governmental entity, or a qualified independent inspector.

(2) If the park owner has received notice from any of those sources and fails to make repairs within a reasonable time and the noncompliance materially affects health and safety, the leaseholder may pursue any of the following remedies:

(1)(A) ~~Withhold~~ withhold payment of lot rent during the period of the noncompliance;

(2)(B) ~~Obtain~~ obtain injunctive relief;

(3)(C) ~~Recover~~ recover damages, costs, and reasonable ~~attorney~~ attorney's fees; or

(4)(D) ~~Terminate~~ terminate the rental agreement on reasonable notice.

(b)(1) For purposes of subdivision (a)(2) of this section, a mobile home park owner's failure to maintain the roads within a mobile home park in a condition that reasonably ensures access by emergency vehicles shall be deemed noncompliance that materially affects health and safety.

(2) This subsection does not require a mobile home park owner to create a new road or other improvement, or to modify an existing road or other improvement, within an existing mobile home park.

(c) The remedies under this section are not available to a leaseholder if the noncompliance was caused by the negligent or deliberate act or omission of the leaseholder or of a person on the premises with the leaseholder's consent.

#### § 6264. MINOR DEFECTS; REPAIR AND DEDUCT

(a)(1) If the park owner fails to repair a minor defect or noncompliance with this chapter or noncompliance with a material provision of the rental agreement within 30 days of receipt of written notice, the leaseholder may repair the defect or noncompliance and deduct from the rent the actual and reasonable cost, not to exceed one-half of one month's lot rent.

(2) No major work on water, sewer, or electrical systems may be performed under this section.

(3) The leaseholder shall provide the owner with written notice of the cost of the repair or service when the cost is deducted from the rent.

(4) The leaseholder shall be responsible for any damage caused by the

repair or attempts to repair.

(b) The remedies under this section are not available to a leaseholder if the noncompliance was caused by the negligent or deliberate act or omission of the leaseholder or a person on the premises with the leaseholder's consent.

Sec. 3. 10 V.S.A. § 6237 is amended to read:

§ 6237. EVICTIONS

\* \* \*

(e) A judgment order of eviction pursuant to this section shall provide that a leaseholder shall sell a mobile home or remove a mobile home from the mobile home park:

(1) within three months from the date of execution of a writ of possession pursuant to 12 V.S.A. chapter 169; or

(2) within another period ordered by the court in its discretion.

(f) A leaseholder evicted pursuant to this section shall continue to be responsible for lot rent that accrues until the mobile home is sold or removed from the mobile home park.

(g) A park owner shall serve notice of eviction proceedings pursuant to this section and 12 V.S.A. chapter 169 to the leaseholder and to any occupants known to the park owner residing in the mobile home.

Sec. 4. 10 V.S.A. § 6248 is amended to read:

§ 6248. ABANDONMENT OF MOBILE HOME IN MOBILE HOME PARK

(a) A resident or owner of a mobile home in a mobile home park shall be deemed to have abandoned the mobile home if all the following conditions exist:

~~(1)(A)~~ A a reasonable person would believe that the mobile home is not occupied as a residence;

~~(2)(B)~~ The the rent for the lot is at least 30 days delinquent; and

~~(3)(C)~~ The the park owner has attempted to contact the resident or owner at the resident or owner's home, last known place of employment, and last known mailing address without success; or

(2) the owner of the mobile home has been evicted from the mobile home park pursuant to 10 V.S.A. § 6237 and the owner has failed to remove or sell the mobile home within three months after the execution of a writ of possession pursuant to 12 V.S.A. chapter 169 or as otherwise ordered by the court in the ejection action.

~~(b) Abandonment of a mobile home shall be deemed to be a substantial violation of the lease terms and may result in immediate eviction proceedings.~~

(e) A mobile home park owner may not commence an action pursuant to section 6249 of this title to sell an abandoned mobile home on which there are delinquent property taxes until 20 days after the date the park owner sends notice of the park owner's intent to commence the action to the town clerk and the tax collector of the town in which the mobile home is located by certified mail, return receipt requested.

#### Sec. 5. EFFECTIVE DATE

This act shall take effect on July 1, 2015.

(For text see House Journal 3/18/2015 )

#### **Public Hearings**

On **Tuesday, April 7, 2015** beginning at **1:30 pm**, the Senate Appropriations Committee will be taking testimony from advocates regarding the Fiscal Year 2016 Budget (H.490) in Room 10 of the State House. To schedule time before the Committee contact Becky Buck at the Legislative Joint Fiscal Office located at 1 Baldwin Street; phone: 828-5969 or via email at: rbuck@leg.state.vt.us.