Good Morning. I'm Matt Dickstein; I'm a Saint Johnsbury resident, and I am both the Librarian and a teacher of English literature and composition at Hazen Union School in Hardwick, where I have worked since 2004. I am currently serving my colleagues as a negotiator in collective bargaining for the fourth time. Thank you for allowing me the opportunity to talk with you about these two bills—H.76 and H.102.

I'll be quick in my remarks on the no strike/no imposition bill, H.76. Personally, I would welcome a transformation of the potential endgame of the negotiations process away from the incredibly destructive options of contract imposition and/or teacher strike. On the one hand, I am aware that more than 99% of Vermont teacher contract negotiations over the last four decades have been resolved without ever reaching this point. On the other, my twenty years as an educator have impressed on me both the critical importance of the fabric of trust between a community and the adults employed in its schools, and the fragility of that fabric. The mere potential of imposition or strike casts a shadow of menace over this relationship every time we resume bargaining -- and this distracts us all from our shared purpose of caring for our kids and empowering them to meet the challenges of living in the world. I believe that binding arbitration would be an acceptable solution in the event of continued impasse after mediation and fact-finding. Just as boards and teachers associations locally agree on the selection of mediators and fact finders, agreement between the parties on the selection of an arbitrator would be an essential part of such a solution. Having said that, I gather that Representative Wright's bill as written does not result in binding arbitration; rather, it refers the dispute to the state Board of Labor Relations. As such, I don't feel it gets the answer to the problem quite right, although I do appreciate the spirit of its stated intention.

In contrast, I was horrified when I learned of bill H. 102. Representative LaLonde's bill directs factfinders involved in collective bargaining to consider wage comparisons as a secondary factor only, and then only when an unrealistic list of criteria is met demonstrating a degree of direct, apples-to-apples equivalence between the two communities which is unlikely to exist in the real world. Moreover, his bill proposes striking existing language from statute regarding cases where the negotiating parties elect binding arbitration as the solution stalled negotiations. The current statute explicitly directs the arbitrator to consider market comparables; Representative LaLonde proposes relegating comparables to the same secondary status, and again makes them essentially off-limits except in unlikely cases of nearly perfect equivalence between the two communities.

Let's be realistic about this. Market comps are essential data any time any one of us prices anything. You wouldn't buy a house without them, nor would you sell one, nor would a lending institution make a decision whether or not to back a loan without them. Yet no two properties are identical. We rely on our intelligence and discretion to consider holistically the complex of variables that impact value and cost. That's why we call them comparables and not equivalents.

The bill in consideration directs fact finders and arbitrators to consider a laundry list of information that they already do – but it directs them away from the most important metric of all. The bill, if passed, would prove potentially very destructive to Vermont schools, especially those that already struggle to attract and retain top talent. Consider my own situation in the Orleans Southwest Supervisory Union, where last winter, after nearly two years of negotiations, we concluded a seven-way contract merger with the help of a fact finder. In the sense of

Representative LaLonde's proposal, for instance, Stowe is not an eligible comparable for Hardwick, nor is Montpelier. The community demographics are different, as are our students' most recently reported measurable outcomes. However, the distance between us is of the sort that tens of thousands of Vermonters commute every day. In other words, the schools of Orleans Southwest in fact must compete in the marketplace against the schools of Lamoille South and Washington Central, for teachers from the same applicant pool. Our fact finder's recognition that the starting and ending salaries at Stowe or U-32 are many thousands of dollars a year higher than those at Hazen Union did not, in fact, prompt him to recommend that we match their compensation structure. Rather, he considered this information among nearly all the other factors Representative LaLonde's bill proposes, in arriving at his conclusions about what constituted a fair deal for all parties.

Indeed, it is hard to see how being required to ignore the market pressure of the more lucrative employment opportunities right down the road would have helped our schools in the long term. Hazen Union, for instance, has experienced 17% annual attrition of teaching staff for the past three years in a row. We have turned over nearly half of our faculty since 2011. I love and support my new colleagues, and I hope we can keep them, since the research on the impact of teacher turnover on student outcomes is not encouraging. It is certainly not lost on them, and especially not on the best, youngest, and most mobile of them, that a short move to the west or the south could mean a difference in lifetime earnings of a quarter million dollars or more. The straightjacket that Representative LaLonde's bill would put around the use of market comparables would hamstring us in the effort to rebuild and maintain the stable, high-quality faculty that is necessary to see through the complex transformations that schools have been called on to navigate over the course of the next decade. Ultimately, its effects would be experienced most catastrophically by the poorest and most vulnerable of Vermont's children.

Thank you for your consideration.