

1 TO THE HOUSE OF REPRESENTATIVES:

2 The Committee on Education to which was referred House Bill No. 76 entitled  
3 “An act relating to the requirement of mandatory binding arbitration and to the  
4 elimination of strikes and imposed contracts in connection with collective  
5 bargaining for teachers’ and administrators’ contracts” respectfully reports that  
6 it has considered the same and recommends that the bill be amended by  
7 striking out all after the enacting clause and inserting in lieu thereof the  
8 following:

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

10 § 2011. STRIKES AND CONTRACT IMPOSITION PROHIBITED

11 (a) A strike, which shall have the same meaning as provided in 21 V.S.A.  
12 § 1722(16), shall be prohibited.

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

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

16 § 2003. TIME TO BEGIN

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

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

2 § 2005. WRITTEN AGREEMENT

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

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

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

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

19 (d)(1) In the event the negotiations councils for the school board and the  
20 negotiations council for the teachers' or administrators' organization are  
21 unable to arrive at an agreement within six months after the expiration date of

1 the existing contract, the parties shall submit any and all unresolved issues to  
2 the Vermont Labor Relations Board.

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

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

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

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

19 (2) The school district's base statewide education tax rate shall be  
20 increased by one cent on all homestead property located within the district.  
21 The increase shall apply to the district's statewide education tax rate for the

1 next fiscal year and shall remain in force through the fiscal year in which the  
2 parties enter into the new agreement.

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

4 § 2006. MEDIATOR

5 If, ~~after negotiation has taken place on all matters properly before them~~  
6 within 90 days after commencing negotiations, the negotiations councils for  
7 the school board and teachers' or administrators' organization are unable to  
8 reach agreement on specific negotiable items, they ~~may~~ shall jointly agree  
9 upon the services and person of a mediator for the purpose of assisting them in  
10 reconciling their differences and resolving the controversy on terms that are  
11 mutually acceptable. If agreement cannot be reached upon the person of a  
12 mediator within 5 days, ~~either party may~~ the parties shall request mediation  
13 upon ~~any and~~ all unresolved issues to be conducted by the American  
14 Arbitration Association or its designee. The parties shall meet with the  
15 mediator and make ~~such~~ information available to the mediator as required.

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

17 § 2007. FACT-FINDING COMMITTEE

18 (a) If ~~mediation fails to resolve outstanding differences or is not requested~~  
19 the parties are unable to resolve their outstanding differences within 45 days of  
20 commencing mediation and a continuing disagreement persists, ~~either party~~  
21 ~~may, after negotiation on all matters properly before them, request that any or~~

1 the parties shall submit all unresolved issues ~~be submitted~~ to a fact-finding  
2 committee ~~by notifying the other party of their intention and setting forth in~~  
3 ~~writing the issues to be submitted to fact finding.~~

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

12 (c) The fact-finding committee shall convene as soon as practicable after its  
13 appointment, hold informal hearings as necessary, and provide adequate  
14 opportunity to all parties to testify fully on, and present evidence regarding,  
15 their respective positions. All parties to the dispute shall furnish the  
16 fact-finding committee upon its request all records, papers, and information in  
17 their possession pertaining to any matter properly in issue before the  
18 fact-finding committee. The fact-finding committee shall make a written  
19 report and shall deliver it to both parties recommending a reasonable basis for  
20 the settlement of the disagreement within 30 days after the appointment of all  
21 members of the committee. Upon receipt of the report, the parties shall

1 continue to negotiate on all issues remaining in dispute, and may jointly agree  
2 upon the services and person of a mediator to assist them in reaching a  
3 settlement of the disagreement.

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

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

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

11 § 2010. INJUNCTIONS

12 ~~No restraining order or temporary or permanent injunction shall be granted~~  
13 ~~in any case brought with respect to any action taken by a representative~~  
14 ~~organization or an official thereof or by a school board or representative~~  
15 ~~thereof in connection with or relating to pending or future negotiations, except~~  
16 ~~on the basis of findings of fact made by a court of competent jurisdiction after~~  
17 ~~due hearing prior to the issuance of the restraining order or injunction that the~~  
18 ~~commencement or continuance of the action poses a clear and present danger~~  
19 ~~to a sound program of school education that in the light of all relevant~~  
20 ~~circumstances it is in the best public interest to prevent. Any restraining order~~  
21 ~~or injunction issued by a court as herein provided shall prohibit only a specific~~

1 ~~act or acts expressly determined in the findings of fact to pose a clear and~~  
2 ~~present danger. Upon application by either party, a Superior Court may issue a~~  
3 ~~temporary restraining order or other injunctive relief and may award costs,~~  
4 ~~including reasonable attorney’s fees, in connection with any action taken or~~  
5 ~~about to be taken by a representative organization, its officials, or its members~~  
6 ~~or by a school board or its representative in relation to pending or future~~  
7 ~~negotiations that is in violation of this chapter.~~

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

9 § 2008. ~~FINALITY OF DECISIONS~~

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

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

13 § 2021. NEGOTIATED BINDING INTEREST ARBITRATION

14 \* \* \*

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

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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: \_\_\_\_\_)

\_\_\_\_\_

Representative \_\_\_\_\_

FOR THE COMMITTEE