

May 14, 2019

My name is Bradley Reed, I am the president of the Professional Fire Fighters of Vermont. We represent paid professional union firefighters, emergency medical technicians, and paramedics who work in cities and towns where they have a collective bargaining agreement, and are governed by the Vermont Municipal Labor Relations Act (MLRA). The cities or towns where our members work are Burlington, South Burlington, Williston, Montpelier, Barre Town, St. Johnsbury, Rutland, Hartford, Springfield, and Brattleboro.

Thank you for the opportunity to testify on H.16, a bill which would require binding interest arbitration for public safety employees. I am here to testify on behalf of our members in favor of this legislation.

Before explaining why we support this bill, I wanted to be sure that there was no confusion between the definition of binding interest arbitration and binding grievance arbitration. Binding interest arbitration resolves impasses that are related to the contract negotiation process where binding grievance arbitration resolves disputes related to a grievance that is filed by either of the parties implying there was a violation of a current contract. Most if not all of our contracts require binding grievance arbitration which means that both parties have agreed that this is a fair way to resolve grievances. In contrast, most of our collective bargaining units and our municipal employers do not have binding interest arbitration as a means to resolve outstanding contract negotiation impasses.

As you know, the collective bargaining process gives unions and their employers the right to negotiate in good faith the terms of wages, hours, and conditions of employment so that the respective parties can execute a written

agreement incorporating provisions that are mutually agreed upon. As this bargaining process begins and continues for a period of time, the parties discuss proposals and typically reach consensus on the terms of a successor Agreement. Occasionally, the process reaches a point in time where neither side can move any further on their position, and an impasse is declared. Once an impasse is declared, the parties may petition the Commissioner of Labor to appoint a mediator who can attempt to resolve the outstanding issues, and in some instances a mediator is able to bring both parties together to resolve outstanding issues. If the mediation process is not successful in breaking an impasse, then either party may request a fact finder to be appointed. The fact finder holds hearings and provides each party an opportunity to state their respective position regarding the issues at hand. At the end of the fact finders review, they submit a non-binding advisory report to both parties. If the fact finding process fails to resolve the impasse, there is some uncertainty as to how it may be resolved.

One method to break a dead-locked impasse is for employees to go on strike. In the case of municipal workers, the VMLRA allows for the use of strikes by unions under certain conditions, and prohibits strikes under other certain conditions. One condition that prohibits strikes is 21 VSA § 1730 (3) if it will endanger the health, safety, and welfare of the public, a municipal employer may seek an injunction preventing workers from striking. Absent binding interest arbitration, the presumption is, that a municipal employer can unilaterally impose a contract on public safety workers who then have no recourse, and we feel that is fundamentally unfair. I suspect if the reverse was true, and the union could unilaterally impose a contract to break an impasse, our municipal employers would feel that it was unfair. We are not seeking an advantage in the process, we

are simply asking for fairness. H.16 establishes a fair process that is developed mutually by both parties and is the reason we support H.16.

The proposed language in H.16 would level the playing field for our members who are the only public employees who essentially have no recourse following the exhaustion of a process to resolve an impasse. Binding interest arbitration would institute a process by which both parties are bound to its terms. During the arbitration process, both parties would choose the arbitrator, both parties would be afforded equal opportunity to state their position on the remaining negotiable items, both parties would be responsible for the expense of the arbitrator, and both parties would be subject to the final and binding decision. Binding interest arbitration will cause both parties to come to the table at the outset with reasonable positions as both parties will have to submit to the findings of a neutral party should it be required.

In terms of the financial impact of this proposal, I would like to point out that the MLRA already allows for fact finding which is essentially non binding arbitration. The expense for fact finding is similar to that of binding interest arbitration because a professional neutral is hired, facts are collected, and a report is generated. It is important to note that this legislation has a provision allowing the parties to bypass fact finding and go straight to binding interest arbitration, or the parties may elect to accept the fact finders report. So the cost is already built into the system, therefore there should be no reason for added expense.

Another important consideration to keep in mind is that this language only applies to public safety workers. The language proposed would not cover any other municipal workers who are not prohibited to strike under 21 VSA § 1730 (3) if it will endanger the health, safety, and welfare of the public. So the segment

of public sector employees who would be affected by this legislation within the municipal system would be rather small, but the importance is great as these employees are the only union workers who could have a contract imposed on them and have no way to respond.

So in conclusion, we are thankful that the Vermont Legislature is taking up this important bill. Our organization supports this language and the prospect of giving public safety workers a mechanism to resolve an impasse in a fair and balanced way.