

## MEMORANDUM

TO: Senate Committee on Education  
FROM: Jeff Fannon, Vermont-NEA Executive Director  
DATE: February 14, 2020  
RE: S.226

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Thank you for the opportunity to provide feedback on the Draft 1.1 of S.226. This draft, we believe, does reflect the areas of common ground between Vermont-NEA and the VSBA.

We do, however, have some minor adjustments we believe would improve the bill and better serve both sides in their ongoing health care negotiations. I've taken the draft and provided language for you to consider.

Section 1 – The usage of the term “unionized employees” seems a bit unnecessary and, perhaps unintentionally, it may exclude nonunionized employees. The attached draft specifies that all school employees are covered by this law, without regard to whether they are unionized.

Section 2 – Appointment of Alternates: We support the committee's decision to include two alternates for both the employee and employer commissioners, for a total of four alternates. We believe this will be useful for the reasons we've stated previously. Given the committee's discussion earlier this week, we believe alternates selected by each side should be permissive and not mandatory on each side.

Section 5 – Arbitration Explanation: We support requiring the arbitrator to provide a detailed explanation of their decision; however, we believe the current statutory language in Section 2105(b)3(B), which outlines all the issues that arbitrator must consider in making a decision, is clear and sufficient. We believe, therefore, it is superfluous to include the words “*which may include observations on the cost 20 estimates provided by the parties,*” after the new language requiring the arbitrator to provide a detailed explanation. An alternative approach would be to include all of the factors outlined in section 2105(b)(3)(B)(i – v) instead of just one factor as is the case in the current draft bill.

Two issues we believe should be included in this draft were contained in the as introduced version of S.226 and should be re-added to this instant draft.

The first agreement allows for the parties to reach an agreement that recognized the disparity of pay between various school employees. As you know, in the second contract the law requires all school employees, without regard to their income, to pay the exact same amount towards their health insurance. In order to align this law with Vermont's other labor laws, we believe the prescriptive language at section 2103(a)(3) and (b)(3) should be removed to allow (but not

require) the parties the ability to propose health care payment systems that take into account employees' ability to pay.

Finally, we ask that you put back in this draft language requiring data collection, as was contained in S.226 as introduced. As you know, the foundation of any successful collective bargaining process is built upon a common understanding of the facts. VSBA and Vermont-NEA attempted to collect data from school districts in this first round of negotiations but, to be honest, not all schools complied with the request and even more provided data but in a manner that was not useful to either side without paying for the data to be "scrubbed" extensively. In other words, both sides lacked complete data during bargaining. We believe, therefore, a statutory data requirement would aid in the collection of this critical bargaining information. And, the burden of providing this data will diminish soon as full implementation of the statewide health care takes full effect but good data remains necessary to both sides.

Thank you, and I am happy to take any questions.