

J. R. Haug, Jr.
Christopher B. Leopold
Dennis W. Wells

tel (802) 864-3755
fax (802) 864-3612

August 18, 2009

Jon Harris, Chief Negotiator
Green Mountain - NEA
102 South Street
Essex Junction, VT 05452

RECEIVED

AUG 19 2009

CHITTENDEN EAST
SUPERVISORY UNION #12

Re: Chittenden East Supervisory Union – Teacher Negotiations

Dear Jon:

Please accept this as the response from the School Board's Bargaining Committee (the "Committee") to your July 22, 2009 letter. Your letter addressed these two basic issues:

1. The commencement of bargaining for the new school year (i.e., 2009-2010).
2. The Association's view of the now concluded bargaining for the 2008-2009 contract.

I will address each of these issues below.

Bargaining for the 2009/2010 Contract Year

As to the commencement of bargaining for the 2009-2010 school year, the Committee is prepared to begin as soon as we select a mutually acceptable meeting date. The scheduling of the first meeting may well depend on the suggestion that you made in your letter concerning the use of a neutral, since the neutral's schedule will need to be considered.

With regard to your request that the bargaining committees for the Boards' and Association use the services of a neutral for "pre-negotiations training," the Board has this response. Both the Association and the Boards have very experienced and well trained negotiators on their respective bargaining committees. Therefore, there does not really seem to be a need for pre-negotiations "training session". However, the Committee would be willing to use the services of a neutral to "facilitate" the commencement of bargaining for the 2009-2010 contract year. The neutral would certainly be able to provide advice and guidance to the parties concerning the current state of labor relations between the Association and Boards as part of facilitating the commencement of bargaining.

In this regard, the Committee believes the best person for this role is Mr. Ira Lobel. As you know, Mr. Lobel has worked with the parties to resolve several past contracts. He also has over thirty years of experience of working with Vermont school boards and their teachers' associations. He is very familiar with the labor relations climate in Chittenden East and throughout Vermont.

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The Committee would be willing to have Mr. Lobel facilitate the first meeting between the parties concerning the 2009-2010 negotiations. He could provide guidance relative to the current state of labor relations in Chittenden East and help set the tone for the 2009-2010 negotiations. Please let me know as soon as possible if this approach is acceptable so that we may schedule a meeting with Mr. Lobel in an expeditious manner. To help expedite the scheduling of this meeting, the Committee would be willing to consider holding it during the day, provided it can be scheduled when a majority of the Committee's members are available. If such an acceptable date can be arranged, the Committee would authorize paid release time for the three members of the Association's bargaining committee.

The 2008-2009 Contract Year

In your letter, you also noted that the Association would be meeting with its members on August 27 to discuss the "2008-2009 contract" and "determine the appropriate avenue to take one of which may be a decision to strike." Obviously, the Association is free to discuss any issues it chooses to with its members. However, the Board hopes that the Association will inform its members of the legalities related to the decision of the School Boards' to implement its final offer for the 2008-2009 school year. The primary of these is the right expressly granted to the Boards by the Teachers' Labor Relations Act (the "Act") to implement the 2008-2009 contract. Specifically, § 2008 of the Act (titled "Finality of Decisions") states the following (emphasis added):

"All decisions of the School Board regarding matters in dispute in negotiations shall after full compliance with this chapter be **final**."

This provision of the Act has been interpreted by both the Vermont Labor Relations Board and the Vermont Supreme Court as giving school boards the right to bring bargaining to complete closure. In fact, both the Labor Board and Supreme Court have expressly ruled that once a school board imposes finality it has "**no further obligation to bargain.**" Chittenden South Education Association, Hinesburg Unit B Hinesburg School District and Hinesburg School Board 8 VLRB 219, 250-251 (1985); affirmed by the Vermont Supreme Court at 147 VT 286 (1986). Based upon clear legal authority, the School Board has no obligation to bargain further over the 2008-2009 contract. The Boards have informed the Association they have no interest in re-opening bargaining for the 2008-2009 contract and consider it to be fully and finally resolved.

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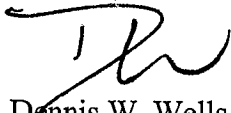
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Therefore, it is difficult to understand how a strike initiated to force the Boards to once again bargain over the 2008-2009 contract could be considered legal. As the Association considers its available "avenues," the Boards hope it will fully inform its members of these issues.

Thank you in advance for your prompt attention to these matters.

Sincerely,



Dennis W. Wells

c: David Boulanger, Vt-NEA
Jim Massingham ✓
John Alberghini
CESU School Board Bargaining Committee

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