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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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**HOUSE BILL**

**No. 2921** Session of  
2006

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INTRODUCED BY GABIG, METCALFE, HERSHEY, McNAUGHTON, CREIGHTON,  
LEH, HASAY, BASTIAN, BARRAR, ROHRER, McILHINNEY, CLYMER,  
ARMSTRONG, WATSON, DENLINGER, HARPER, PETRI, RAPP, WRIGHT AND  
BAKER, SEPTEMBER 25, 2006

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REFERRED TO COMMITTEE ON EDUCATION, SEPTEMBER 25, 2006

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AN ACT

1 Amending the act of March 10, 1949 (P.L.30, No.14), entitled "An  
2 act relating to the public school system, including certain  
3 provisions applicable as well to private and parochial  
4 schools; amending, revising, consolidating and changing the  
5 laws relating thereto," providing for collective bargaining  
6 dispute resolution, for duties of the Pennsylvania Bureau of  
7 Mediation and for penalties.

8 The General Assembly of the Commonwealth of Pennsylvania

9 hereby enacts as follows:

10 Section 1. Article XI-A heading and sections 1101-A, 1111-A,  
11 1112-A, 1121-A, 1122-A, 1123-A, 1124-A, 1125-A, 1126-A, 1127-A,  
12 1131-A, 1132-A, 1151-A, 1152-A, 1161-A, 1171-A and 1172-A of the  
13 act of March 10, 1949 (P.L.30, No.14), known as the Public  
14 School Code of 1949, added July 9, 1992 (P.L.403, No.88), are  
15 amended to read:

16 [ARTICLE XI-A.

17 COLLECTIVE BARGAINING.

18 Section 1101-A. Definitions.--When used in this article, the  
19 following words and phrases shall have the following meanings:

1 "Board" shall mean the Pennsylvania Labor Relations Board.

2 "Employee" shall mean a public school employe who bargains  
3 collectively with a public school entity, but shall not include  
4 employes covered or presently subject to coverage under the act  
5 of June 1, 1937 (P.L.1168, No.294), known as the "Pennsylvania  
6 Labor Relations Act," or the National Labor Relations Act (61  
7 Stat. 152, 29 U.S.C. Ch. 7 Subch. 11). The term does not include  
8 any management-level employe of any other school district.

9 "Employee organization" shall mean a public school employe  
10 organization of any kind, or any agency or employe  
11 representation committee or plan in which membership is limited  
12 to public school employes, and which exists for the purpose, in  
13 whole or in part, of dealing with public school employers  
14 concerning grievances, public school employe-public school  
15 employer disputes, wages, rates of pay, hours of employment or  
16 conditions of work, but shall not include any organization which  
17 practices discrimination in membership because of race, color,  
18 creed, national origin or political affiliation.

19 "Employer" shall mean a public school entity, but shall not  
20 include employers covered or presently subject to coverage under  
21 the act of June 1, 1937 (P.L.1168, No.294), known as the  
22 "Pennsylvania Labor Relations Act," or the National Labor  
23 Relations Act (61 Stat. 152, 29 U.S.C. Ch. 7 Subch. 11).

24 "Impasse" shall mean the failure of an employer and an  
25 employe organization to reach an agreement in the course of  
26 negotiations.

27 "Lockout" shall mean the cessation of furnishing of work to  
28 employes or withholding work from employes for the purpose of  
29 inducing, influencing or coercing a change in the conditions or  
30 compensation or the rights, privileges or obligations of

1 employment.

2 "Representative" shall mean an individual acting for  
3 employers or employes and shall include employe organizations.

4 "School entity" shall mean a public school district,  
5 intermediate unit or area vocational-technical school.

6 "Strike" shall mean concerted action in failing to report for  
7 duty, the willful absence from one's position, the stoppage of  
8 work, slowdown or the abstinence, in whole or in part, from the  
9 full, faithful and proper performance of the duties of  
10 employment for the purpose of inducing, influencing or coercing  
11 a change in the conditions or compensation or the rights,  
12 privileges or obligations of employment. The employe  
13 organization having called a strike once and unilaterally  
14 returned to work may only call a lawful strike once more during  
15 the school year. A written notice of the intent to strike shall  
16 be delivered by the employe organization to the superintendent,  
17 executive director or the director no later than forty-eight  
18 (48) hours prior to the commencement of any strike, and no  
19 strike may occur sooner than forty-eight (48) hours following  
20 the last notification of intent to strike. Upon receipt of the  
21 notification of intent to strike, the superintendent, executive  
22 director or the director may cancel school for the effective  
23 date of the strike. A decision to cancel school may, however, be  
24 withdrawn by the superintendent, executive director or the  
25 director. Any subsequent change of intents to strike shall not  
26 affect the decision to cancel school on the day of the intended  
27 strike. For the purposes of this article, the decision to cancel  
28 school on the day of the intended strike shall not be considered  
29 a lockout.

30 (b) Scope of Bargaining.

1 Section 1111-A. Mutual Obligation.--Collective bargaining is  
2 the performance of the mutual obligation of the employer or his  
3 representative and the representative of the employes to meet at  
4 reasonable times and confer in good faith with respect to wages,  
5 hours and other terms and conditions of employment or the  
6 negotiation of an agreement or any question arising thereunder  
7 and the execution of a written contract incorporating any  
8 agreement reached, but such obligation does not compel either  
9 party to agree to a proposal or require the making of a  
10 concession.

11 Section 1112-A. Matters of Inherent Managerial Policy.--  
12 Employers shall not be required to bargain over matters of  
13 inherent managerial policy. Those matters shall include, but  
14 shall not be limited to, such areas of discretion or policy as  
15 the functions and programs of the employer, standards of  
16 services, its overall budget, utilization of technology, the  
17 organizational structure and selection and direction of  
18 personnel. Employers, however, shall be required to meet and  
19 discuss on policy matters affecting wages, hours and terms and  
20 conditions of employment as well as the impact thereon upon  
21 request by employe representatives.

22 (c) Collective Bargaining Impasse.

23 Section 1121-A. Submission to Mediation.--(a) If, after a  
24 reasonable period of negotiation, a dispute or impasse exists  
25 between the representatives of the employer and the employe  
26 organization, the parties may voluntarily submit to mediation,  
27 but, if no agreement is reached between the parties within  
28 forty-five (45) days after negotiations have commenced, but in  
29 no event later than one hundred twenty-six (126) days prior to  
30 June 30 or December 31, whichever is the end of the school

1 entity's fiscal year, and mediation has not been utilized by the  
2 parties, both parties shall immediately in writing call on the  
3 service of the Pennsylvania Bureau of Mediation.

4 (b) The Pennsylvania Bureau of Mediation shall employ a  
5 complement of not less than twenty-five (25) mediators which  
6 shall be available to mediate according to the provisions of  
7 subsection (a).

8 Section 1122-A. Fact-finding Panels.--(a) (1) Once  
9 mediation has commenced, it shall continue for so long as the  
10 parties have not reached an agreement. If, however, an agreement  
11 has not been reached within forty-five (45) days after mediation  
12 has commenced or in no event later than eighty-one (81) days  
13 prior to June 30 or December 31, whichever is the end of the  
14 school entity's fiscal year, the Bureau of Mediation shall  
15 notify the board of the parties' failure to reach an agreement  
16 and of whether either party has requested the appointment of a  
17 fact-finding panel.

18 (2) No later than eighty-one (81) days prior to June 30 or  
19 December 31, whichever is the end of the school entity's fiscal  
20 year, either party may request the board to appoint a fact-  
21 finding panel. Upon receiving such request, the board shall  
22 appoint a fact-finding panel which may consist of either one (1)  
23 or three (3) members. The panel so designated or selected shall  
24 hold hearings and take oral or written testimony and shall have  
25 subpoena power. If, during this time, the parties have not  
26 reached an independent agreement, the panel shall make findings  
27 of fact and recommendations. The panel shall not find or  
28 recommend that the parties accept or adopt an impasse procedure.

29 (3) The parties may mutually agree to fact-finding, and the  
30 board shall appoint a fact-finding panel as provided for in

1 clause (2) at any time except that the parties may not mutually  
2 agree to fact-finding during mandated final best-offer  
3 arbitration.

4 (4) The board may implement fact-finding and appoint a panel  
5 as provided for in clause (2) at a time other than that mandated  
6 in this section, except that fact-finding may not be implemented  
7 between the period of notice to strike and the conclusion of a  
8 strike or during final best-offer arbitration. If the board  
9 chooses not to implement fact-finding prior to a strike, the  
10 board shall issue a report to the parties listing the reasons  
11 for not implementing fact-finding if either party requests one.

12 (b) The findings of fact and recommendations shall be sent  
13 by registered mail to the board and to both parties not more  
14 than forty (40) days after the Bureau of Mediation has notified  
15 the board as provided in subsection (a).

16 (c) Not more than ten (10) days after the findings and  
17 recommendations shall have been sent, the parties shall notify  
18 the board and each other whether or not they accept the  
19 recommendations of the fact-finding panel, and, if they do not,  
20 the panel shall publicize its findings of fact and  
21 recommendations.

22 (d) Not less than five (5) days nor more than ten (10) days  
23 after the publication of the findings of fact and  
24 recommendations, the parties shall again inform the board and  
25 each other whether or not they will accept the recommendations  
26 of the fact-finding panel.

27 (e) The board shall establish, after consulting  
28 representatives of employe organizations and of employers,  
29 panels of qualified persons broadly representative of the public  
30 to serve as members of fact-finding panels. The board shall,

1 within sixty (60) days of the effective date of this act,  
2 increase the number of available panels of qualified persons to  
3 serve as members of fact-finding panels to meet the expanded  
4 role of fact-finding as provided for in this act.

5 (f) The Commonwealth shall pay one-half of the cost of the  
6 fact-finding panel; the remaining one-half of the cost shall be  
7 divided equally between the parties. The board shall establish  
8 rules and regulations under which panels shall operate,  
9 including, but not limited to, compensation for panel members.

10 Section 1123-A. Negotiated Final Best-Offer Arbitration.--

11 (a) The parties to a collective bargaining agreement involving  
12 public school employes shall be required to bargain upon the  
13 issue of acceptance and adoption of one of the following  
14 approved impasse procedures, with the proviso that such an  
15 obligation does not compel either party to agree to a proposal  
16 or require making a concession:

17 (1) Arbitration under which the award is confined to a  
18 choice among one of the following single packages:

19 (i) the last offer of the representative of the employer;  
20 (ii) the last offer of the representative of the employes;  
21 or

22 (iii) the fact-finder's recommendations, should there be a  
23 fact-finder's report.

24 (2) Arbitration under which the award is confined to a  
25 choice among one of the following on an issue-by-issue basis:

26 (i) the last offer of the representative of the employer;  
27 (ii) the last offer of the representative of the employes;  
28 or

29 (iii) the fact-finder's recommendations, should there be a  
30 fact-finder's report.

1 (3) Arbitration under which the award is confined to a  
2 choice among one of the following on the basis of economic and  
3 noneconomic issues as separate units:

- 4 (i) the last offer of the representative of the employer;
- 5 (ii) the last offer of the representative of the employes;
- 6 or
- 7 (iii) the fact-finder's recommendations, should there be a  
8 fact-finder's report.

9 (b) As used in this section, "economic issues" shall mean  
10 wages, hours, salary, fringe benefits or any form of monetary  
11 compensation for services rendered.

12 Section 1124-A. Method of Selection of Arbitrators.--The  
13 board of arbitration shall be composed of three (3) members.  
14 Arbitrators as referred to in this article shall be selected in  
15 the following manner:

16 (1) Each party shall select one (1) member of the panel  
17 within five (5) days of the parties' submission to final best-  
18 offer arbitration. Each arbitrator shall be knowledgeable in the  
19 school-related fields of budget, finance, educational programs  
20 and taxation.

21 (2) The third arbitrator shall be selected from a list of  
22 seven (7) arbitrators furnished by the American Arbitration  
23 Association within five (5) days of the publication of the list.  
24 Each of the seven (7) arbitrators shall be a resident of this  
25 Commonwealth and knowledgeable in the areas necessary to  
26 effectively make a determination. Each party shall alternately  
27 strike one name until one shall remain. The employer shall  
28 strike the first name. The person so remaining shall be the  
29 third member and chairman.

30 (3) Payment of arbitrators shall be as follows:



1 (i) For voluntary arbitration, each party shall pay the cost  
2 of the arbitrator selected by it under clause (1) of this  
3 section. The cost of the third arbitrator shall be divided  
4 equally between the parties.

5 (ii) For mandatory arbitration, the Commonwealth shall pay  
6 one-half of the cost of the arbitrators; the remaining one-half  
7 of the cost shall be divided equally between the parties.

8 Section 1125-A. Final Best-Offer Arbitration.--(a) At any  
9 time prior to mandated final best-offer arbitration, either the  
10 employer or the employe organization may request final best-  
11 offer arbitration unless fact-finding has been initiated as  
12 provided in section 1122-A. If fact-finding has been initiated,  
13 the parties shall complete fact-finding before requesting final  
14 best-offer arbitration. If either party requests final best-  
15 offer arbitration, the requesting party shall notify the Bureau  
16 of Mediation, the board and the opposing party in writing. The  
17 opposing party shall, within ten (10) days of the notification  
18 by the requesting party, notify the requesting party in writing  
19 of its agreement or refusal to submit to final best-offer  
20 arbitration. No strikes or lockouts shall occur during this ten  
21 (10) day period or until the requesting party is notified by the  
22 opposing party that they refuse to submit to final best-offer  
23 arbitration. Arbitration provided for in this subsection shall  
24 only occur if both parties agree to submit to final best-offer  
25 arbitration.

26 (b) If a strike by employes or a lockout by an employer will  
27 prevent the school entity from providing the period of  
28 instruction required by section 1501 by the later of:

29 (1) June 15; or

30 (2) the last day of the school entity's scheduled school

1 year;  
2 the parties shall submit to mandated final best-offer  
3 arbitration consistent with the arbitration option negotiated. A  
4 return to work for the purpose of submitting to final best-offer  
5 arbitration shall not be considered a unilateral return to work.

6 (c) If the parties are unable to agree on the adoption of  
7 one of the approved impasse procedures under section 1123-A, the  
8 mediator appointed pursuant to section 1121-A shall select the  
9 procedure.

10 (d) Within ten (10) days of submission to final best-offer  
11 arbitration, the parties shall submit to the arbitrators their  
12 final best contract offer with certification that the offer was  
13 delivered to the opposing party, together with documentation  
14 supporting the reasonableness of their offer. This documentation  
15 shall include, but not be limited to, the following:

- 16 (1) The public interest.
- 17 (2) The interest and welfare of the employe organization.
- 18 (3) The financial capability of the school entity.
- 19 (4) The results of negotiations between the parties prior to  
20 submission of last best contract offers.
- 21 (5) Changes in the cost of living.
- 22 (6) The existing terms and conditions of employment of the  
23 employe organization members and those of similar groups.
- 24 (7) Such other documentation as the arbitration panel shall  
25 deem relevant.

26 (e) Arbitration shall be limited to unresolved issues.  
27 Unresolved issues shall mean those issues not agreed to in  
28 writing prior to the start of arbitration.

29 (f) The parties may mutually agree to submit to final best-  
30 offer arbitration at any time except during fact-finding or

1 during mandated final best-offer arbitration.

2 (g) Upon submission to the arbitrator of both parties' final  
3 best offers under subsection (a) or (b), the employer shall  
4 post, within the time limits described in subsection (d), the  
5 final best contract offers in the school entity's main office  
6 for the purpose of soliciting public comments thereon. Copies of  
7 both parties' final best offers shall be available from the  
8 school entity's main office. The cost of copies shall be  
9 established by the school entity and shall be paid by the  
10 requester.

11 (h) The public comment period shall close within ten (10)  
12 days of the first day of posting. All public comments shall be  
13 directed to the arbitrators for consideration who shall provide  
14 them on request to the employer and to the employees'  
15 organization.

16 (i) Within ten (10) days of the selection of the third  
17 arbitrator of the arbitration panel, the arbitrators shall begin  
18 hearings at which they will hear arguments from representatives  
19 of the employer and of the employees in support of their  
20 respective last best contract offers under subsection (a) or  
21 (b). At least five (5) days prior to the hearing, a written  
22 notice of the date, time and place of such hearing shall be sent  
23 to the representatives of both the employer and employees which  
24 are parties to the dispute. This written notice shall also be  
25 sent to the fiscal authority having budgetary responsibility or  
26 charged with making appropriations for the employer, and a  
27 representative designated by such body shall be heard at the  
28 hearing upon request of such body or of the employer as part of  
29 the presentation of the employer.

30 (j) Not later than twenty (20) days after the hearing

1 pursuant to subsection (i), the arbitrators shall:

2 (1) examine each item of dispute;

3 (2) make a determination in writing consistent with the  
4 arbitration option agreed to by the parties; and

5 (3) forward a copy of the written determination to both  
6 parties involved in the dispute and to the board.

7 (k) The determination of the majority of the arbitrators  
8 reached as provided under either subsection (a) or (b) shall be  
9 final and binding upon the employer, employes and employe  
10 organization involved and constitutes a mandate to the school  
11 entity to take whatever action necessary to carry out the  
12 determination, provided that within ten (10) days of the receipt  
13 of the determination the employe organization or the employer  
14 does not consider and reject the determination at a properly  
15 convened special or regular meeting. This determination  
16 includes, but is not limited to, a determination which requires  
17 a legislative enactment by the employer prior to or as a  
18 condition for its implementation, including, without limitation,  
19 the levy and imposition of taxes.

20 (l) No appeal challenging the determination reached as  
21 provided under subsection (a) or (b) shall be allowed to any  
22 court unless the award resulted from fraud, corruption or  
23 willful misconduct of the arbitrators. If a court determines  
24 that this has occurred, it shall declare the award null and  
25 void. An appeal of the award shall be made to the court of  
26 common pleas of the judicial district encompassing the  
27 respective school district.

28 (m) If the employer or the employe organization rejects the  
29 determination of the majority of the arbitrators:

30 (1) The employe organization may initiate a legal strike or

1 resume a legal strike initiated prior to submission to final  
2 best-offer arbitration.

3 (2) The employer may hire substitutes as provided under  
4 subsection (b) of section 1172-A.

5 (3) The employer may initiate a legal lockout or resume a  
6 legal lockout initiated prior to submission to final best-offer  
7 arbitration.

8 Section 1126-A. Time Frame.--The time periods set forth in  
9 this article are mandatory and shall not be construed to be  
10 directory.

11 Section 1127-A. Exception.--Any school district of the first  
12 class with an appointed school board and the public employes of  
13 that school district as defined in the act of July 23, 1970  
14 (P.L.563, No.195), known as the "Public Employe Relations Act,"  
15 shall comply with and be subject to the binding arbitration  
16 provisions of the "Public Employe Relations Act" and shall not  
17 be subject to the provisions of section 1123-A, 1124-A or 1125-  
18 A.

19 (d) Strikes and Lockouts.

20 Section 1131-A. Strikes Prohibited in Certain  
21 Circumstances.--A strike must cease where the parties request  
22 fact-finding for the duration of the fact-finding. A strike must  
23 end where the parties agree to arbitration. Strikes are  
24 prohibited:

25 (1) During the period of up to ten (10) days provided for  
26 under section 1125-A(a).

27 (2) During final best-offer arbitration, including the  
28 period of up to ten (10) days after receipt of the determination  
29 of the arbitrators during which the governing body of the school  
30 entity may consider the determination.

1 (3) When the arbitrators' determination becomes final and  
2 binding.

3 Section 1132-A. Lockouts Prohibited in Certain  
4 Circumstances.--A lockout must cease where the parties request  
5 fact-finding for the duration of the fact-finding. A lockout  
6 must end where the parties agree to arbitration. Lockouts are  
7 prohibited:

8 (1) During the period of up to ten (10) days provided for  
9 under section 1125-A(a).

10 (2) During final best-offer arbitration, including the  
11 period of up to ten (10) days after receipt of the determination  
12 of the arbitrators during which the employer may consider the  
13 determination.

14 (3) When the arbitrators' determination becomes final and  
15 binding.

16 (e) Collective Bargaining Agreement.

17 Section 1151-A. Agreement and Enforcement.--Any  
18 determination of the arbitrators to be implemented under this  
19 article shall be memorialized as a written agreement by and  
20 between the school entity and the employe organization to be  
21 signed and sealed by their duly appointed officers and agents as  
22 provided by law. The executed agreement shall be enforceable by  
23 each party in the manner as provided by law, including without  
24 limitation and in derogation to the mandatory arbitration of  
25 disputes or grievances under the act of July 23, 1970 (P.L.563,  
26 No.195), known as the "Public Employe Relations Act." In the  
27 event that a school entity or an employe organization refuses to  
28 execute a written agreement under this section, the employe  
29 organization or the school entity may institute a cause of  
30 action in the court of common pleas to compel compliance with

1 the provision of this section requiring a written agreement and,  
2 in the appropriate case, specific performance of the  
3 determination.

4 Section 1152-A. Existing Agreements; Provisions Inconsistent  
5 with Article.--Any provisions of any collective bargaining  
6 agreement in existence on the effective date of this article  
7 which are inconsistent with any provision of this article, but  
8 not otherwise illegal, shall continue valid until the expiration  
9 of such contract. The procedure for entering into any new  
10 collective bargaining agreement, however, shall be governed by  
11 this article, where applicable, upon the effective date of this  
12 article.

13 (f) Secretary of Education.

14 Section 1161-A. Injunctive Relief.--When an employe  
15 organization is on strike for an extended period that would not  
16 permit the school entity to provide the period of instruction  
17 required by section 1501 by June 30, the Secretary of Education  
18 may initiate, in the appropriate county court of common pleas,  
19 appropriate injunctive proceedings providing for the required  
20 period of instruction.

21 (g) Prohibitions.

22 Section 1171-A. Selective Strikes.--The work stoppage  
23 practice known as "selective strikes" shall be considered an  
24 illegal strike. Any strike which does not comply with the  
25 definition of "strike" contained in this article shall be  
26 considered a selective strike.

27 Section 1172-A. Utilization of Strike Breakers.--(a) Except  
28 as provided in subsection (b), during a legal strike, as defined  
29 by this article, the school entity, as defined by this article,  
30 shall not utilize persons other than those employes who have

1 been actively employed by the school entity at any time during  
2 the previous twelve (12) months.

3 (b) A school entity may utilize persons other than those  
4 employes who have been actively employed by the school entity at  
5 any time during the previous twelve (12) months:

6 (1) when the employe organization or employer rejects the  
7 determination of the majority of the arbitrators; and

8 (2) when a legal strike will prevent the completion of the  
9 period of instruction required by section 1501 by the later of:

10 (i) June 15; or

11 (ii) the last day of the school district's scheduled school  
12 year.]

13 Section 2. The act is amended by adding an article to read:

14 ARTICLE XI-B

15 COLLECTIVE BARGAINING

16 (a) General Provisions

17 Section 1101-B. Definitions.--

18 The following words and phrases when used in this article  
19 shall have the meanings given to them in this section unless the  
20 context clearly indicates otherwise:

21 "Board." The Pennsylvania Labor Relations Board.

22 "Bureau." The Pennsylvania Bureau of Mediation.

23 "Collective bargaining." Performance of the mutual  
24 obligation of the employer or his representative and the  
25 representative of the employees to meet at reasonable times and  
26 confer in good faith with respect to wages, hours and other  
27 terms and conditions of employment or the negotiation of an  
28 agreement or any question arising thereunder and the execution  
29 of a written contract incorporating any agreement reached. This  
30 obligation does not compel either party to agree to a proposal



1 or require the making of a concession.

2 "Employee." A public school employee who bargains  
3 collectively with a public school entity, but shall not include:

4 (1) employees covered or presently subject to coverage  
5 under the act of June 1, 1937 (P.L.1168, No.294), known as  
6 the Pennsylvania Labor Relations Act, or the National Labor  
7 Relations Act (49 Stat. 449, 29 U.S.C. § 151 et seq.); or

8 (2) any management-level employee of any other school  
9 district.

10 "Employee organization." A public school employee  
11 organization of any kind or any agency or employee  
12 representation committee or plan in which membership is limited  
13 to public school employees which exists for the purpose, in  
14 whole or in part, of dealing with public school employers  
15 concerning grievances, public school employee-public school  
16 employer disputes, wages, rates of pay, hours of employment or  
17 conditions of work. The term shall not include any organization  
18 which practices discrimination in membership because of race,  
19 color, creed, national origin or political affiliation.

20 "Employer." A public school entity. The term shall not  
21 include employers covered or presently subject to coverage under  
22 the act of June 1, 1937 (P.L.1168, No.294), known as the  
23 Pennsylvania Labor Relations Act, or the National Labor  
24 Relations Act (49 Stat. 449, 29 U.S.C. § 151 et seq.).

25 "Final resolution." The unilateral imposition of the  
26 employer's most recent offer pursuant to section 1161-B.

27 "Good faith." Acting with openness, fairness, mutuality of  
28 conduct and cooperation in all phases of negotiation with the  
29 intent of identifying a mutually agreeable solution.

30 "Impasse." The failure of an employer and an employee

1 organization to reach an agreement in the course of  
2 negotiations.

3 "Inherent managerial policy." Matters which shall include,  
4 but are not limited to, areas of discretion or policy regarding:

5 (1) The functions and programs of the employer.

6 (2) Standards of services.

7 (3) Its overall budget.

8 (4) Utilization of technology.

9 (5) The organizational structure, selection and  
10 direction of personnel.

11 "Lockout." The cessation of furnishing work to employees or  
12 withholding work from employees for the purpose of inducing,  
13 influencing or coercing a change in the conditions or  
14 compensation or the rights, privileges or obligations of  
15 employment that is initiated by an employer.

16 "Mediator." A person appointed by the bureau to mediate an  
17 impasse.

18 "Parties." The employer and employer organization.

19 "Public transparency meetings." Separate sessions where the  
20 employer and employees or employee organization shall make their  
21 respective negotiating teams available to the public for  
22 comments and questions. The sessions shall be separate from  
23 regular school board meetings.

24 "Representative." An individual acting for employers or  
25 employees and that shall include employee organizations.

26 "School day." A calendar day on which students are scheduled  
27 to attend a school entity or an academic institution within a  
28 school entity.

29 "School entity." A public school district, intermediate unit  
30 or area vocational-technical school.

1 "Strike." Concerted action in failing to report for duty,  
2 the willful absence from one's position, work stoppage, slowdown  
3 or the abstinence, in whole or in part, from the full, faithful  
4 and proper performance of the duties of employment for the  
5 purpose of inducing, influencing or coercing a change in the  
6 conditions or compensation or the rights, privileges or  
7 obligations of employment.

8 "Work stoppage." A strike or a lockout.

9 (b) Scope of Bargaining

10 Section 1111-B. Mutual obligation.

11 The parties shall engage in collective bargaining.

12 Section 1112-B. Matters of inherent managerial policy.

13 Employers shall not be required to bargain over matters of  
14 inherent managerial policy. Employers shall be required to meet  
15 and discuss on policy matters affecting wages, hours and terms  
16 and conditions of employment upon the request of employee  
17 representatives.

18 Section 1113-B. Duties of parties when negotiating collective  
19 bargaining agreement.

20 (a) Procedure.--The parties shall negotiate a collective  
21 bargaining agreement as follows:

22 (1) Commence negotiating a new collective bargaining  
23 agreement no later than 365 days prior to the expiration of  
24 the current contract.

25 (2) The employer shall publicly confirm in a regularly  
26 scheduled board meeting that negotiations have commenced as  
27 required. If the employer has an Internet website at its  
28 disposal, the employer shall also post notice on the website.

29 (3) Whenever a new contract proposal is made by either  
30 party, it shall be publicly available at the office of the

1 school entity, and, if the school entity has an Internet  
2 website at its disposal, the school entity shall display the  
3 new proposal.

4 (4) A record of previous contract proposals shall be  
5 kept at the office and on the website of the school entity.

6 (b) Duty of good faith.--At all times, the parties shall  
7 negotiate in good faith.

8 (c) Mediation

9 Section 1121-B. Mandatory mediation.

10 (a) Submission to mediation.--The parties may mutually agree  
11 to mediation at any time under the procedure set forth in  
12 subsection (b), but, if no agreement is reached 126 days prior  
13 to the expiration of the current contract, the parties shall  
14 submit to mandatory mediation and obtain the services of a  
15 mediator.

16 (b) Procedure.--

17 (1) The parties shall call on the service of the bureau.  
18 The bureau shall appoint a mediator in two business days.

19 (2) The bureau shall employ no fewer than 25 mediators  
20 which shall be available according to the provisions of this  
21 section.

22 (3) The parties shall continue to negotiate in good  
23 faith throughout the entire process set forth in this  
24 article.

25 (4) The parties may agree to meet independently at any  
26 time during the mediation process.

27 (5) Once mandatory mediation has commenced, it shall  
28 continue for so long as the parties have not reached an  
29 agreement.

30 (6) If no agreement is reached by the expiration of the

1 current contract, an impasse shall be declared on this date,  
2 and the parties shall submit to impasse procedures under  
3 section 1131-B.

4 (d) Impasse

5 Section 1131-B. Impasse procedures.

6 (a) Public posting.--The proposals of the employer and the  
7 employee organization shall be made public through posting at  
8 school entity offices. If the employer has an Internet website  
9 at its disposal, the proposals shall be displayed on the  
10 Internet website of the school entity.

11 (b) Salary and benefits.--The employer shall continue to pay  
12 the salary and benefits of the employees according to the terms  
13 specified in the expired contract between the parties. This  
14 shall continue until an agreement is reached or a final  
15 resolution occurs.

16 (c) Duty of bureau.--The bureau shall notify the board of  
17 the failure of the parties to reach an agreement.

18 (d) Submission to fact-finding.--Once the parties have begun  
19 to follow impasse procedures, they shall submit to fact-finding  
20 procedures under section 1141-B within 15 school days.

21 (e) Fact-finding

22 Section 1141-B. Fact-finding procedures.

23 (a) Panel.--The board shall appoint a panel which may  
24 consist of either one or three members who shall be the fact-  
25 finders.

26 (b) Simultaneous submission.--Each party shall submit, at  
27 the same time, its most recent proposal to the panel and the  
28 opposing party. Both proposals shall be made public through  
29 posting at offices of the employer. If the employer has an  
30 Internet website at its disposal, the most recent proposals

1 shall be available on the Internet website of the school entity.

2 (c) Duties and powers of panel.--The appointed fact-finders  
3 shall hold hearings, shall secure oral or written testimony and  
4 shall have subpoena power. The panel shall solicit public input.  
5 If the parties fail to reach an agreement under this section,  
6 the panel shall make findings of fact and recommendations.

7 (d) Public posting.--The findings of fact and  
8 recommendations shall be made public through posting at the  
9 school entity's offices within two business days. If the school  
10 entity has an Internet website at its disposal, the findings of  
11 fact and recommendations shall be displayed on the Internet  
12 website of the school entity.

13 (e) Time limit.--The findings of fact and recommendations  
14 shall be sent by registered mail to the board and to both  
15 parties not more than 30 days after the board has notified the  
16 fact-finders of their appointment.

17 (f) Independent meeting.--At any time, the parties may agree  
18 to meet independently during the fact-finding process.

19 (g) Rejection or acceptance of recommendations.--The parties  
20 shall decide within five business days of the receipt of the  
21 report whether to accept the recommendation of the fact-finders.  
22 If either party rejects the recommendation, then both parties  
23 shall proceed to the procedures specified in section 1152-B.

24 (h) Costs.--The costs of the fact-finding shall be shared  
25 equally by the parties or in such proportion as the fact-finders  
26 determine.

27 (f) Public Transparency Meeting  
28 Section 1151-B. General rules.

29 The parties shall participate in separate public transparency  
30 meetings on school property to take comments and answer

1 questions. The first public transparency meetings shall take  
2 place within 15 business days of either party rejecting the  
3 recommendation of the fact-finders under section 1141-B(g).  
4 Section 1152-B. Procedures.

5 (a) Notice.--The public shall be notified by a posting of  
6 the public transparency meetings no fewer than ten business days  
7 in advance in both the school entity's offices and on the  
8 Internet website of the school entity.

9 (b) Site.--The largest possible room or facility shall be  
10 chosen as the site of the public transparency meeting.  
11 Accommodations for media shall be made if necessary.

12 (c) Representation.--Each party shall arrange for  
13 representatives of their respective negotiating teams to be  
14 present and answer questions. If the representatives are not  
15 available, then each party shall arrange for alternative  
16 officers or directors to be present and answer questions.

17 (d) Time limit.--Public comments or questions shall be  
18 limited to five minutes.

19 (e) Duration of meeting.--Each public transparency meeting  
20 shall last at least two hours or until there are no more  
21 comments or questions.

22 (f) Mandatory participation.--Each party shall participate  
23 in one public transparency meeting every 25 business days until  
24 an agreement has been reached or final resolution occurs.

25 (g) Scheduling.--The parties may not schedule public  
26 transparency meetings on the same date.

27 (h) Independent meetings.--The parties shall continue to  
28 seek to reach an agreement by meeting independently.

29 (g) Final Resolution  
30 Section 1161-B. Final resolution.

1 If an agreement is not reached 365 days after impasse has  
2 occurred, the employer may unilaterally implement its most  
3 recent offer of settlement. This section shall not limit or  
4 otherwise affect an employer's ability to unilaterally implement  
5 all or part of its bargaining position as otherwise provided by  
6 law.

#### 7 Retroactivity

8 Section 1171-B. No retroactivity permitted.

9 If the parties reach an agreement after the impasse date  
10 designated in section 1121-B(b)(6) or if final resolution occurs  
11 pursuant to section 1161-B, the terms and conditions of the new  
12 contract cannot be retroactively applied.

#### 13 (i) Strikes and Lockouts

14 Section 1181-B. Prohibited conduct.

15 (a) Employee or employee organization.--No employee or  
16 employee organization may strike, incite a strike or participate  
17 in a similar interruption of government service.

18 (b) Employer.--No employer may conduct a lockout or similar  
19 interruption of government service.

20 (c) Breach of duty.--Any strike, lockout or interruption of  
21 government service prohibited by this section shall constitute  
22 an actionable breach of duty to members of the public inhabiting  
23 the school district.

24 Section 1182-B. Violations.

25 (a) Allegations by employer.--If an employer alleges that  
26 there has been a strike by one or more employees in violation of  
27 section 1181-B(a), the employer shall notify the board of the  
28 full or partial days employees were engaged in the alleged  
29 strike.

30 (b) Allegations by employee or employee organization.--If an



1 employee or employee organization alleges that there has been a  
2 lockout by an employer in violation of section 1181-B(b), the  
3 employee or employee organization shall notify the board of the  
4 full or partial days of the alleged lockout.

5 (c) Hearing.--Within 60 days after receipt of a notice made  
6 pursuant to subsection (a) or (b), the board shall conduct a  
7 hearing to determine if there has been a violation and shall  
8 issue its decision.

9 (d) Violations by employee and employee organization.--If,  
10 after a hearing under subsection (c), a majority of the board  
11 finds that at least one employee and the employee organization  
12 both engaged in a strike in violation of section 1181-B(a), then  
13 each employee shall forfeit a portion of the employee's annual  
14 salary equal to twice the employee's daily rate of pay for each  
15 day, or part thereof, and the employee organization shall be  
16 prohibited from using a union dues checkoff privilege for one  
17 year. The forfeitures may not be waived by the employer or  
18 otherwise recovered by the employee or the employee  
19 organization.

20 (e) Violations by employee.--If, after a hearing under  
21 subsection (c), a majority of the board finds that only an  
22 employee and not an employee organization engaged in a strike in  
23 violation of section 1181-B(a), the violation shall constitute  
24 grounds for termination of employment.

25 (f) Violations by employer.--If, after a hearing under  
26 subsection (c), a majority of the board finds that an employer  
27 instituted a lockout in violation of section 1181-B(b), the  
28 employer shall pay a fine equal to the financial benefit derived  
29 from the lockout.

30 (g) Violations by individuals.--Any individual who incites a

1 strike shall be fined \$5,000 per incident.

2 (h) Standing.--Any member of the public may seek injunctive  
3 or compensatory relief in court against an employee organization  
4 or an employer found to have violated this act.

5 Section 1183-B. Conduct during strike.

6 (a) Substitute teachers.--An employer may hire substitute  
7 teachers for the duration of a strike by its employees.

8 (b) Safe and unfettered access.--The parties shall allow for  
9 safe and unfettered access to school facilities for all school  
10 employees not participating in the strike, including teachers  
11 and substitutes.

12 Section 1184-B. Conduct during lockout.

13 The use of substitutes during a lockout is prohibited.

14 (j) Enforcement

15 Section 1191-B. Power to enforce.

16 The board, magisterial district courts and courts of common  
17 pleas shall enforce the provisions of this article.

18 Section 3. This act shall take effect in 60 days.