

MAINE STATE LEGISLATURE

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L.D. 1869

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STATE OF MAINE
SENATE
128TH LEGISLATURE
SECOND REGULAR SESSION

SENATE AMENDMENT "B" to COMMITTEE AMENDMENT "B" to S.P. 712, L.D. 1869, Bill, "An Act To Establish the Total Cost of Education and the State and Local Contributions to Education for Fiscal Year 2018-19 and To Provide That Employees of School Management and Leadership Centers Are Eligible To Participate in the Maine Public Employees Retirement System"

Amend the amendment by inserting after the title the following:

'Amend the bill by inserting after section 1 the following:

'Sec. 2. 20-A MRSA §3801, sub-§3, ¶B, as enacted by PL 2017, c. 284, Pt. VVVVV, §6, is amended to read:

B. An interlocal agreement may include but is not limited to a description of the following:

(1) The approval process for the formation of a school management and leadership center;

(2) Any associate members, the process for including associate members and their roles in the school management and leadership center;

(3) The process to authorize the school management and leadership center to borrow funds for school construction purposes including bonds and notes;

(4) The process to approve the purchase or lease of buildings or land by the school management and leadership center;

(5) The process by which a school management and leadership center may establish, maintain and expend funds from a reserve fund or contingency fund;

(6) The process of hiring an executive director for the school management and leadership center; and

(7) A transition plan to move authorized programs and services from a member to the school management and leadership center; and

(8) The process for withdrawal of a single school administrative unit from the school management and leadership center.

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1 An interlocal agreement must provide for the continuation of continuing contract
2 rights under section 13201 for participating school administrative unit teachers who
3 subsequently are employed by the school management and leadership center.

4 **Sec. 3. 20-A MRSA §3802, sub-§§13 and 14**, as enacted by PL 2017, c. 284,
5 Pt. VVVVV, §6, are amended to read:

6 **13. Withdrawal from school management and leadership center.** ~~If a A single~~
7 ~~school administrative unit applies to may withdraw, it must demonstrate to the~~
8 ~~commissioner that as a result of the school administrative unit's withdrawing that there~~
9 ~~will be no increase in costs or decrease in student programs and services for the~~
10 ~~withdrawing school administrative unit and for any of the remaining member school~~
11 ~~administrative units of the school management and leadership center from a school~~
12 ~~management and leadership center only in accordance with withdrawal provisions~~
13 ~~included in the interlocal agreement pursuant to section 3801, subsection 3.~~

14 **14. Dissolution of school management and leadership center.** A school
15 management and leadership center may not be dissolved unless it applies to the
16 commissioner for approval and only if:

17 A. All member school administrative units apply to transfer to another school
18 management and leadership center and the commissioner approves; or

19 ~~B. If all the member school administrative units of a school management and~~
20 ~~leadership center apply to dissolve the school management and leadership center,~~
21 ~~they demonstrate to the commissioner that there will be no increase in costs or~~
22 ~~decrease in student programs and services for any of the member school~~
23 ~~administrative units of the school management and leadership center.~~

24 C. The dissolution is in accordance with the provisions of its interlocal agreement
25 under Title 30-A, chapter 115 that provide for the termination of the agreement and
26 the disposal of property.

27 **Sec. 4. 20-A MRSA §3808** is enacted to read:

28 **§3808. Collective bargaining in school management and leadership centers**

29 **1. Assumption of obligations, duties, liabilities and rights.** On and after the
30 operational date of a school management and leadership center, teachers and other
31 employees whose positions are transferred from a school administrative unit to the school
32 management and leadership center and were included in a bargaining unit represented by
33 a bargaining agent, and for participating school administrative units, teachers and other
34 employees who are subsequently employed by the school management and leadership
35 center and were included in a bargaining unit and represented by a bargaining unit,
36 continue to be included in the same bargaining unit and represented by the same
37 bargaining agent pending completion of the bargaining agent and bargaining unit merger
38 procedures and bargaining for initial school management and leadership center collective
39 bargaining agreements covering school management and leadership center employees, as
40 described in this section. After employees become employees of the school management
41 and leadership center, the school management and leadership center has the obligations,
42 duties, liabilities and rights of a public employer pursuant to Title 26, chapter 9-A with
43 respect to those employees.

1 2. Structure of bargaining units. All bargaining units of school management and
2 leadership center employees must be structured on a school management and leadership
3 center-wide basis. Teachers and other school employees who are employed by the school
4 management and leadership center to provide consolidated services must be removed
5 from the existing bargaining units of teachers and other employees who are employed by
6 each member school unit and merged into units of school management and leadership
7 center employees. Merger into school management and leadership center-wide
8 bargaining units is not subject to approval or disapproval of employees. Formation of
9 school management and leadership center-wide bargaining units must occur in
10 accordance with this subsection.

11 A. In each school management and leadership center, there must be one unit of
12 teachers, if any teachers are employed by the school management and leadership
13 center, and, to the extent they are on the effective date of this paragraph included in
14 bargaining units, other certified professional employees, excluding principals and
15 other administrators.

16 B. Any additional bargaining units in a school management and leadership center
17 must be structured as follows.

18 (1) In the initial establishment of such units, units must be structured primarily
19 on the basis of the existing pattern of organization, maintaining the grouping of
20 employee classifications into bargaining units that existed prior to the creation of
21 the school management and leadership center and avoiding conflicts among
22 different bargaining agents to the extent possible.

23 (2) In the event of a dispute regarding the classifications to be included within a
24 school management and leadership center-wide bargaining unit, the current
25 bargaining agent or agents or the school management and leadership center may
26 petition the Maine Labor Relations Board to determine the appropriate unit in
27 accordance with this section and Title 26, section 966, subsections 1 and 2.

28 C. When there is the same bargaining agent in all bargaining units that will be
29 merged into a school management and leadership center-wide bargaining unit, the
30 units must be separated and merged on the operational date or the date represented
31 employees are transferred to the school management and leadership center,
32 whichever is applicable, and the school management and leadership center shall
33 recognize the bargaining agent as the representative of the merged unit.

34 D. When all bargaining units that will be separated and merged into a school
35 management and leadership center-wide bargaining unit are represented by separate
36 local affiliates of the same state labor organization, the units must be separated and
37 merged on the operational date or the date represented employees are transferred to
38 the school management and leadership center, whichever is applicable. The identity
39 of a single affiliate that will be designated the bargaining agent for the merged unit
40 must be selected by the existing bargaining agents and the state labor organization.
41 Upon completion of the merger and designation of the bargaining agent and
42 notification by the state labor organization to the school management and leadership
43 center, the school management and leadership center shall recognize the designated
44 bargaining agent as the representative of employees in the merged unit. If necessary,

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1 the parties shall then execute a written amendment to any collective bargaining
2 agreement then in effect to change the name of the bargaining agent to reflect the
3 merger.

4 E. When there are bargaining units that will be separated and merged into a school
5 management and leadership center-wide bargaining unit in which there are
6 employees who are not represented by any bargaining agent and other employees
7 who are represented either by the same bargaining agent or separate local affiliates of
8 the same state labor organization, the units must be separated and merged on the
9 operational date or the date represented employees are transferred to the school
10 management and leadership center, whichever is applicable, as long as a majority of
11 employees who compose the merged unit were represented by the bargaining agent
12 prior to the merger. The procedures for separation and merger of separate local
13 affiliates of the same state labor organization described in paragraph D must be
14 followed if applicable. If prior to the merger a bargaining agent did not represent a
15 majority of employees who compose the merged unit, a bargaining agent election
16 must be conducted by the Maine Labor Relations Board pursuant to paragraph F.

17 F. When bargaining units with different bargaining agents must be merged into a
18 single school management and leadership center-wide bargaining unit pursuant to this
19 section, the bargaining agent of the merged bargaining unit must be selected in
20 accordance with Title 26, section 967 except as modified in this section.

21 (1) A petition for an election to determine the bargaining agent must be filed
22 with the Maine Labor Relations Board by any of the current bargaining agents or
23 the school management and leadership center.

24 (2) The petition must be filed not more than 90 days prior to the first August 31st
25 occurring after either the 3rd anniversary date of the operational date of the
26 school management and leadership center or the date on which positions are
27 transferred from member school units to the school management and leadership
28 center, whichever is later.

29 (3) The election ballot may contain only the names of the bargaining agents of
30 bargaining units that will be merged into the school management and leadership
31 center-wide bargaining unit and the choice of no representative, but no other
32 choices. A showing of interest is not required from any such bargaining agent
33 other than its current status as representative.

34 (4) The obligation to bargain with existing bargaining agents continues from the
35 operational date of the school management and leadership center or the date on
36 which positions are transferred from member school units to the school
37 management and leadership center, whichever is later, until the determination of
38 the bargaining agent of the school management and leadership center-wide
39 bargaining unit under this section; but in no event may any collective bargaining
40 agreement that is executed after the operational date extend beyond the first
41 August 31st occurring after either the 3rd anniversary date of the operational date
42 of the school management and leadership center or the date on which positions
43 are transferred from member school units to the school management and
44 leadership center, whichever is later.

1 (5) The Maine Labor Relations Board shall expedite to the extent practicable all
2 petitions for determination of the bargaining agent in the school management and
3 leadership center filed pursuant to this section.

4 (6) The bargaining units must be merged into a school management and
5 leadership center-wide bargaining unit as of the date of certification of the results
6 of the election by the Maine Labor Relations Board or the expiration of the
7 collective bargaining agreements in the unit, whichever occurs later.

8 (7) Until the first August 31st occurring after either the 3rd anniversary date of
9 the operational date of the school management and leadership center or the date
10 on which positions are transferred from member school units to the school
11 management and leadership center, whichever is later, existing bargaining agents
12 shall continue to represent the bargaining units that they represented on the day
13 prior to the operational date of the school management and leadership center. If
14 necessary, each bargaining agent and the school management and leadership
15 center must negotiate interim collective bargaining agreements to expire the first
16 August 31st occurring after either the 3rd anniversary date of the operational date
17 of the school management and leadership center or the date on which positions
18 are transferred from member school units to the school management and
19 leadership center, whichever is later.

20 (8) When there are 2 or more bargaining units in which there are employees who
21 are represented either by the same bargaining agent or by separate local affiliates
22 of the same state labor organization that will be merged into a school
23 management and leadership center-wide bargaining unit with one or more other
24 bargaining units pursuant to the election procedures described in this paragraph,
25 the bargaining units that are represented either by the same bargaining agent or
26 by separate local affiliates of the same state labor organization must merge as of
27 the operational date. The procedures for merger of separate local affiliates of the
28 same state labor organization described in paragraph D must be followed if
29 applicable.

30 **3. Agent to engage in collective bargaining.** After the merger of bargaining units
31 in a school management and leadership center, the bargaining agent of a school
32 management and leadership center-wide bargaining unit and the school management and
33 leadership center shall engage in collective bargaining for a collective bargaining
34 agreement for the school management and leadership center-wide bargaining unit. In the
35 collective bargaining agreement for each school management and leadership center-wide
36 bargaining unit, the employment relations, policies, practices, salary schedules, hours and
37 working conditions throughout the school management and leadership center must be
38 made uniform and consistent as soon as practicable. In the event that the parties are
39 unable to agree upon an initial school management and leadership center-wide collective
40 bargaining agreement, the parties must use the dispute resolution procedures pursuant to
41 Title 26, section 965 to resolve their differences.

42 **4. Application of collective bargaining agreements.** On and after the operational
43 date of a school management and leadership center, but before the completion of
44 negotiations for a single school management and leadership center-wide collective

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1 bargaining agreement for the school management and leadership center-wide bargaining
2 unit, the wages, hours and working conditions of an employee of the school management
3 and leadership center who is in a bargaining unit and who is reassigned to a different
4 position that is in a different bargaining unit but that upon the completion of the merger
5 of bargaining units will be included in the same school management and leadership
6 center-wide bargaining unit must be determined by the terms of the collective bargaining
7 agreement that applies to the position to which the employee is reassigned, except as
8 provided in this subsection.

9 A. If the application of the collective bargaining agreement that applies to the
10 position to which the employee is reassigned would cause a reduction in the
11 employee's wage or salary rate, the employee's wage or salary rate must be
12 maintained at the rate the employee was paid immediately prior to the reassignment
13 until the completion of negotiations for a single school management and leadership
14 center-wide collective bargaining agreement for the school management and
15 leadership center-wide bargaining unit or the applicable collective bargaining
16 agreement requires a higher wage or salary rate for the employee, whichever occurs
17 sooner.

18 B. If the application of the existing collective bargaining agreement that applies to
19 the position to which the employee is reassigned would cause a reduction in the
20 amount that is paid by the school management and leadership center for premiums for
21 health insurance for the employee and the employee's dependents, the school
22 management and leadership center's payment must be maintained at the amount that
23 was paid immediately prior to the reassignment until the completion of negotiations
24 for a single school management and leadership center-wide collective bargaining
25 agreement for the school management and leadership center-wide bargaining unit or
26 the applicable collective bargaining agreement requires a higher payment, whichever
27 occurs sooner.

28 C. If the application of the existing collective bargaining agreement that applies to
29 the position to which the employee is reassigned provides for coverage under a
30 different health insurance plan, the employee may elect to retain coverage under the
31 health insurance plan in which the employee was enrolled immediately prior to
32 reassignment if the eligibility provisions of the plan permit until the completion of
33 negotiations for a single school management and leadership center-wide collective
34 bargaining agreement for the school management and leadership center-wide
35 bargaining unit.'

36 **SUMMARY**

37 This amendment includes provisions regarding dissolution for a school administrative
38 unit to withdraw from a school management and leadership center and includes

SENATE AMENDMENT "B" to COMMITTEE AMENDMENT "B" to S.P. 712, L.D. 1869

1 provisions for the merging of bargaining units of employees of a school administrative
2 unit that also are employed by a school management and leadership center.

3 **SPONSORED BY:** 

4 (Senator MILLETT)

5 COUNTY: Cumberland

FISCAL NOTE REQUIRED
(See attached)



128th MAINE LEGISLATURE

LD 1869

LR 2728(07)

An Act To Establish the Total Cost of Education and the State and Local Contributions to Education for Fiscal Year 2018-19 and To Provide That Employees of School Management and Leadership Centers Are Eligible To Participate in the Maine Public Employees Retirement System

Fiscal Note for Senate Amendment 'B' to Committee Amendment "B"

Sponsor: Sen. Millett of Cumberland

Fiscal Note Required: Yes

Fiscal Note

Potential current biennium cost increase - General Fund

Fiscal Detail and Notes

The Maine Labor Relations Board may incur additional General Fund costs associated with the collective bargaining provisions included in this legislation related to school management and leadership centers. The amount and timing of these costs can not be determined at this time.