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## **An Act To Preserve the Dynamic Status Quo Pending Expiration of Collective Bargaining Agreements**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 26 MRSA §965, sub-§1**, as amended by PL 2009, c. 107, §5, is further amended to read:

**1. Negotiations.** It is the obligation of the public employer and the bargaining agent to bargain collectively. "Collective bargaining" means, for the purposes of this chapter, their mutual obligation:

A. To meet at reasonable times;

B. To meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes, as long as the parties have not otherwise agreed in a prior written contract. This obligation is suspended during the period between a referendum approving a new regional school unit and the operational date of the regional school unit, as long as the parties meet at reasonable times during that period;

C. To confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party may be compelled to agree to a proposal or be required to make a concession and except that public employers of teachers shall meet and consult but not negotiate with respect to educational policies; for the purpose of this paragraph, educational policies may not include wages, hours, working conditions or contract grievance arbitration;

D. To execute in writing any agreements arrived at, the term of any such agreement to be subject to negotiation but may not exceed 3 years; and

E. To participate in good faith in the mediation, fact-finding and arbitration procedures required by this section.

Whenever wages, rates of pay or any other matter requiring appropriation of money by any municipality or county are included as a matter of collective bargaining conducted pursuant to this chapter, it is the obligation of the bargaining agent to serve written notice of request for collective bargaining on the public employer at least 120 days before the conclusion of the current fiscal operating budget, except that this requirement is waived in the event that a bargaining agent of a newly formed bargaining unit is recognized or certified during the period not more than 120 days nor less than 30 days prior to the end of the fiscal period. The 120-day notice requirement is also waived with respect to regional school units formed pursuant to Title 20-A, chapter 103-A, subchapter 2 prior to their first year of operation.

When the established practice or the most recent collective bargaining agreement provides for automatic periodic increases in pay or benefits, including, but not limited to, increases based on length of service or merit, those increases must continue by virtue of the dynamic status quo doctrine during negotiations until the execution of a new agreement.

**Sec. 2. 26 MRSA §979-D, sub-§1**, as amended by PL 1997, c. 741, §6 and affected by §12, is further amended to read:

**1. Negotiations.** On and after January 1, 1975, it ~~shall be~~ the obligation of the public employer and the bargaining agent to bargain collectively. "Collective bargaining" means, for the purpose of this chapter, their mutual obligation:

A. To meet at reasonable times;

B. To meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes, ~~provided~~ as long as the parties have not otherwise agreed in a prior written contract;

C. To execute in writing any agreements arrived at, the term of any such agreement to be subject to negotiation but ~~shall not~~ to exceed 3 years;

D. To participate in good faith in the mediation, ~~fact finding~~ fact-finding and arbitration procedures required by this section; and

E. To confer and negotiate in good faith:

(1) To confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party ~~shall~~ may be compelled to agree to a proposal or be required to make a concession. All matters relating to the relationship between the employer and employees ~~shall be~~ are the subject of collective bargaining, except those matters ~~which~~ that are prescribed or controlled by public law. Such matters appropriate for collective bargaining to the extent they are not prescribed or controlled by public law include but are not limited to:

(a) Wage and salary schedules to the extent they are inconsistent with rates prevailing in commerce and industry for comparable work within the State;

(b) Work schedules relating to assigned hours and days of the week;

(c) Use of vacation or sick leave, or both;

(d) General working conditions;

(e) Overtime practices;

(f) Rules for personnel administration, except the following: ~~Rules~~rules relating to applicants for employment in state or legislative service and state classified employees in an initial probationary status, including any extensions thereof, ~~provided~~as long as such rules are not discriminatory by reason of an applicant's race, color, creed, sex or national origin;

(g) Compensation system for state and legislative employees, which is defined as:

(i) Guide charts, if any, and job evaluation factors, including factor language and factor weights, used to evaluate jobs for pay purposes;

(ii) Job point to pay grade conversion tables;

(iii) The number of and spread between pay steps within pay grades;

(iv) The number of and spread between pay grades within the system; and

(v) Temporary payment of recruitment and retention stipends, ~~provided~~as long as the stipends are allowed under Civil Service Law;

(h) The nature of and procedures governing appeals of the allocation or reallocation of job classifications to pay grades resulting from any revisions to the compensation system; and

(i) Implementation of any revisions to the compensation system.

(2) Subparagraph (1), ~~shall~~may not be construed to be in derogation of or contravene the spirit and intent of the merit system principles and personnel laws.

(3) Cost items ~~shall~~must be submitted for inclusion in the Governor's next operating budget within 10 days after the date on which the agreement is ratified by the parties. If the Legislature rejects any of the cost items submitted to it, all cost items submitted ~~shall~~must be returned to the parties for further bargaining. Cost items related to a collective bargaining agreement reached under this chapter and submitted to the Legislature for its approval under this subparagraph ~~shall~~may not be submitted in the same legislation that contains cost items for employees

exempted from the definition of "state employee" under section 979-A, subsection 6, and employees of the legislative branch, except that cost items for those employees exempted under section 979-A, subsection 6, paragraphs E and F, need not be excluded.

(4) Collective bargaining over the subjects described in subparagraph (1), divisions (g), (h) and (i); is subject to the following.

(a) Subparagraph (1), division (g), ~~shall~~may not be construed to authorize any more than one system for evaluating jobs of state employees in bargaining units recognized under this chapter.

(b) Either the public employer or the bargaining agents may compel the other party to bargain collectively over the subjects described in subparagraph (1), divisions (g), (h) and (i), ~~provided~~except that bargaining over those subjects may not be compelled by either the public employer or the bargaining agents sooner than 10 years after the parties' last agreement to revise the compensation system made pursuant to a demand to bargain.

(c) During the periods of time described in division (b), when the subjects described in subparagraph (1), divisions (g), (h) and (i), are not mandatory subjects of bargaining, they ~~shall be~~are permissive subjects of bargaining.

(d) Bargaining over the subjects described in subparagraph (1), divisions (g), (h) and (i), ~~shall~~must be conducted separately and apart from bargaining with individual bargaining agents over all other negotiable subjects and ~~shall~~must be conducted within a committee composed of representatives of management and of the bargaining units recognized under this chapter.

(e) The labor representatives on the committee ~~shall~~must consist of equal numbers of representatives from each of the bargaining units recognized under this chapter. Each bargaining unit ~~shall have~~has one vote, regardless of the number of representatives, on any matter addressed by the committee. The labor position on any matter addressed by the committee ~~shall~~must be established by majority vote of the units recognized under this chapter. A majority vote of the units is necessary to initiate bargaining over the matters described in subparagraph (1), divisions (g), (h) and (i).

(f) Notwithstanding the time frame provided in subparagraph (3), cost items resulting from revisions to the compensation system may only be submitted to the Legislature for funding after all appeals from the allocation or reallocation of job classifications under the revised system have been finally decided. The cost items relating to an individual bargaining

unit ~~shall~~must be submitted to the Legislature for funding as part of the next legislation submitted pursuant to subparagraph (3) to fund a collective bargaining agreement between the State and that bargaining unit.

(g) Bargaining over the subjects described in subparagraph (1), divisions (g), (h) and (i), ~~shall be~~is subject to the dispute resolution procedures of subsections 2, 3 and 4. For purposes of subsection 4, paragraph D, controversies over the subjects described in subparagraph (1), divisions (g), (h) and (i), ~~shall be~~are deemed "controversies over salaries."

(5) Nothing in this chapter may be construed to exclude from the scope of collective bargaining the subjects described in subparagraph (1), divisions (g), (h) and (i).

When the established practice or the most recent collective bargaining agreement provides for automatic periodic increases in pay or benefits, including, but not limited to, increases based on length of service or merit, those increases must continue by virtue of the dynamic status quo doctrine during negotiations until the execution of a new agreement.

**Sec. 3. 26 MRSA §1026, sub-§1**, as amended by PL 1993, c. 84, §1 and PL 2003, c. 20, Pt. OO, §2 and affected by §4, is further amended to read:

**1. Negotiations.** It is the obligation of the university, academy, community college or state schools for practical nursing and the bargaining agent to bargain collectively. "Collective bargaining" means, for the purpose of this chapter, their mutual obligation:

- A. To meet at reasonable times;
- B. To meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes if the parties have not otherwise agreed in a prior written contract;
- C. To confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party is compelled to agree to a proposal or required to make a concession;
- D. To execute in writing any agreements arrived at, the term of any such agreement to be subject to negotiation, but not to exceed 3 years; and
- E. To participate in good faith in the mediation, ~~fact finding~~fact-finding and arbitration procedures required by this section.

When the established practice or the most recent collective bargaining agreement provides for automatic periodic increases in pay or benefits, including, but not limited to, increases based on length of service or merit, those increases must continue by virtue of the dynamic status quo doctrine during negotiations until the execution of a new agreement.

**Sec. 4. 26 MRSA §1285, sub-§1**, as amended by PL 1989, c. 596, Pt. N, §6, is further amended to read:

**1. Negotiations.** On and after the effective date of this chapter, it ~~shall be~~ the obligation of the public employer and the bargaining agent to bargain collectively. "Collective bargaining" means, for the purpose of this chapter, their mutual obligation:

A. To meet at reasonable times;

B. To meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes, ~~provided that~~ as long as the parties have not otherwise agreed in a prior written contract;

C. To execute in writing any agreements arrived at, the term of any such agreement to be subject to negotiation ~~shall~~ but not to exceed 2 years; and

D. To participate in good faith in the mediation, ~~fact finding~~ fact-finding, arbitration and mediation-arbitration procedures required by this section;

E. To confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party may be compelled to agree to a proposal or be required to make a concession. All matters relating to the relationship between the employer and employees ~~shall be~~ are the subject of collective bargaining, except those matters ~~which~~ that are prescribed or controlled by law. Such matters appropriate for collective bargaining, to the extent they are not prescribed or controlled by law, include, but are not limited to:

(1) Wage and salary schedules to the extent they are inconsistent with rates prevailing in commerce and industry for comparable work within the State;

(2) Work schedules relating to assigned hours and days of the week;

(3) Use of vacation or sick leave, or both;

(4) General working conditions;

(5) Overtime practices; and

(6) Rules for personnel administration, except for rules relating to applicants for employment and employees in an initial probationary status, including any extensions thereof, ~~provided that~~ as long as the rules are not discriminatory by reason of an applicant's race, color, creed, sex or national origin.

Cost items ~~shall~~must be included in the Judicial Department's next operating budget in accordance with Title 4, section 24. If the Legislature rejects any of the cost items submitted to it, all cost items submitted ~~shall~~must be returned to the parties for further bargaining. Cost items related to a collective bargaining agreement reached under this chapter and submitted to the Legislature for its approval under this subsection ~~shall~~may not be submitted in the same legislation that contains cost items for employees exempted from the definition of "judicial employee" under section 1282, subsection 5, except that cost items for employees exempted under section 1282, subsection 5, paragraphs F and G, need not be excluded.

When the established practice or the most recent collective bargaining agreement provides for automatic periodic increases in pay or benefits, including, but not limited to, increases based on length of service or merit, those increases must continue by virtue of the dynamic status quo doctrine during negotiations until the execution of a new agreement.

## **SUMMARY**

This bill amends the municipal public employees labor relations laws, the state employees labor relations laws, the University of Maine System labor relations laws and the judicial employees labor relations laws to specify that the provision, either as practice or part of the most recent collective bargaining agreement, of increases in pay or benefits, based on length of service or merit, must be continued during negotiations of a new agreement by virtue of the doctrine of dynamic status quo.