



# 129th MAINE LEGISLATURE

## FIRST REGULAR SESSION-2019

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Legislative Document

No. 1412

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H.P. 1025

House of Representatives, March 26, 2019

**An Act To Amend the Laws Governing the Collective Bargaining  
Rights of Employees of School Management and Leadership Centers**

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Reference to the Committee on Labor and Housing suggested and ordered printed.

A handwritten signature in cursive script that reads "R B. Hunt".

ROBERT B. HUNT  
Clerk

Presented by Representative HANDY of Lewiston.  
Cosponsored by Senator LAWRENCE of York and  
Representatives: BROOKS of Lewiston, CLOUTIER of Lewiston, CRAVEN of Lewiston,  
SYLVESTER of Portland.

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

2 **Sec. 1. 5 MRSA §17001, sub-§42**, as amended by PL 2007, c. 491, §§66 and 67,  
3 is further amended to read:

4 **42. Teacher.** "Teacher" means:

5 A. Any employee of a public school or a school management and leadership center  
6 established pursuant to Title 20-A, chapter 123 who fills any position that the  
7 Department of Education requires be filled by a person who holds the appropriate  
8 certification or license required for that position and:

9 (1) Holds appropriate certification from the Department of Education, including  
10 an employee whose duties include, in addition to those for which certification is  
11 required, either the setup, maintenance or upgrading of a school computer system  
12 the use of which is to assist in the introduction of new learning to students or  
13 providing school faculty orientation and training related to use of the computer  
14 system for educational purposes; or

15 (2) Holds an appropriate license issued to a professional employee by a licensing  
16 agency of the State;

17 B. Any employee of a public school or a school management and leadership center  
18 established pursuant to Title 20-A, chapter 123 who fills any position not included in  
19 paragraph A, the principal function of which is to introduce new learning to students,  
20 except that a coach who is employed by a public school and who is not otherwise  
21 covered by the definition of teacher as defined in this subsection or an employee who  
22 is employed in adult education as defined in Title 20-A, section 8601-A, subsection 1  
23 and who is not otherwise covered by the definition of teacher defined in this  
24 subsection may not be considered a teacher for purposes of this Part;

25 C. Any employee of a public school on June 30, 1989, in a position not included in  
26 paragraph A or B which was included in the definition of teacher in effect on June 30,  
27 1989, as long as:

28 (1) The employee does not terminate employment; or

29 (2) The employee terminates employment and returns to employment in a  
30 position in the same classification within 2 years of the date of termination.

31 Regardless of any subsequent employment history, any employee of a public school  
32 in a position which was included in the definition of teacher in effect on June 30,  
33 1989, is entitled to creditable service as a teacher for all service in that position on or  
34 before that date;

35 D. Any employee of a public school or a school management and leadership center  
36 established pursuant to Title 20-A, chapter 123 in a position not included in  
37 paragraph A, B or C who was a member of the State Employee and Teacher  
38 Retirement Program of the retirement system as a teacher on August 1, 1988, as long  
39 as:

40 (1) The employee does not terminate employment; or

1 (2) The employee terminates employment and returns to employment in a  
2 position in the same classification within 2 years of the date of termination;

3 E. Any former employee of a public school or a school management and leadership  
4 center established pursuant to Title 20-A, chapter 123 in a position not included in  
5 paragraph A, B or C who was a member of the State Employee and Teacher  
6 Retirement Program of the retirement system as a teacher before August 1, 1988, as  
7 long as the former employee returns to employment in a position in the same  
8 classification before July 1, 1991; or

9 F. For service before July 1, 1989, any employee of a public school in a position  
10 which was included in the definition of teacher before July 1, 1989.

11 "Teacher" includes a person who is on a one-year leave of absence from a position as a  
12 teacher and is participating in the education of prospective teachers by teaching and  
13 supervising students enrolled in college-level teacher preparation programs in this State.

14 "Teacher" also includes a person who is on a leave of absence from a position as a teacher  
15 and is duly elected as President of the Maine Education Association.

16 "Teacher" also includes a person who, subsequent to July 1, 1981, has served as president  
17 of a recognized or certified bargaining agent representing teachers for which released  
18 time from teaching duties for performance of the functions of president has been  
19 negotiated in a collective bargaining agreement between the collective bargaining agent  
20 and the teacher's school administrative unit and for whom contributions related to the  
21 portion of the person's salary attributable to the released time have been paid as part of  
22 the regular payroll of the school administrative unit.

23 **Sec. 2. 20-A MRSA §3808** is enacted to read:

24 **§3808. Collective bargaining in school management and leadership centers**

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

40 **2. Structure of bargaining units.** All bargaining units of school management and  
41 leadership center employees must be structured on a school management and leadership  
42 center-wide basis. Teachers and other employees who are employed by the school

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39          **4. Application of collective bargaining agreements.** On and after the operational  
40          date of a school management and leadership center, but before the completion of  
41          negotiations for a single school management and leadership center-wide collective  
42          bargaining agreement for the school management and leadership center-wide bargaining  
43          unit, the wages, hours and working conditions of an employee of the school management  
44          and leadership center who is in a bargaining unit and who is reassigned to a different  
45          position that is in a different bargaining unit but that upon the completion of the merger

1 of bargaining units will be included in the same school management and leadership  
2 center-wide bargaining unit must be determined by the terms of the collective bargaining  
3 agreement that applies to the position to which the employee is reassigned, except as  
4 provided in this subsection.

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

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

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

## 32 **SUMMARY**

33 This bill provides that employees of school management and leadership centers  
34 established under the Maine Revised Statutes, Title 20-A, chapter 123 are eligible to  
35 participate in the Maine Public Employees Retirement System. It also establishes  
36 collective bargaining obligations, duties, liabilities and rights for a school management  
37 and leadership center pursuant to the laws governing municipal public employers and  
38 includes provisions for the merging of bargaining units of employees of a school  
39 administrative unit that also are employed by a school management and leadership center.