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Date: (Filing No. H- )

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**STATE OF MAINE  
HOUSE OF REPRESENTATIVES  
130TH LEGISLATURE  
FIRST SPECIAL SESSION**

HOUSE AMENDMENT “ ” to H.P. 325, L.D. 449, “An Act To Strengthen the Ability of Public Employers and Unions To Negotiate”

Amend the bill by striking out the title and substituting the following:

**'An Act To Strengthen the Ability of Public Employers and Teachers' Unions To Negotiate'**

Amend the bill by striking out everything after the enacting clause and inserting the following:

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

B. ~~To~~ Except as provided in paragraph B-1, 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;

**Sec. 2. 26 MRSA §965, sub-§1, ¶B-1** is enacted to read:

B-1. For a public employer that is a school district and the bargaining agent representing teachers within that school district, to meet within 10 days after receipt of written notice from the other party requesting a meeting for collective bargaining purposes. 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;

**Sec. 3. Reimbursement for certain collective bargaining costs.** The Department of Education shall develop a process to provide reimbursement to those school administrative units that, but for the requirement in the Maine Revised Statutes, Title 26, section 965, subsection 1, paragraph B-1 that a school administrative unit and bargaining unit representing teachers collectively bargain within 10 days of receipt of written notice even if otherwise agreed to in a prior written contract, would not otherwise engage in collective bargaining. Reimbursement must be provided to those school administrative

***HOUSE AMENDMENT***

1 units at 90% of the legal and other expenses incurred by those school administrative units  
2 to meet and engage in collective bargaining.

3 **Sec. 4. Appropriations and allocations.** The following appropriations and  
4 allocations are made.

5 **EDUCATION, DEPARTMENT OF**

6 **State Mandate Reimbursement - Collective Bargaining N399**

7 Initiative: Provides ongoing funds to reimburse certain local school administrative units for  
8 90% of the legal and other costs to meet and negotiate within 10 days after a written notice  
9 from the other party is made due to the exception to the mutual obligation to meet  
10 requirement in a collective bargaining agreement being repealed.

11	<b>GENERAL FUND</b>	<b>2021-22</b>	<b>2022-23</b>
12	All Other	\$52,200	\$52,200
13			
14	GENERAL FUND TOTAL	\$52,200	\$52,200

15 ' .

16 Amend the bill by relettering or renumbering any nonconsecutive Part letter or section  
17 number to read consecutively.

18 **SUMMARY**

19 This amendment limits the scope of the bill to apply to public employers that are school  
20 districts and the bargaining agents for teachers within those school districts. This  
21 amendment also provides funding to avoid a potential unfunded state mandate and requires  
22 the Department of Education to develop a process to reimburse school districts affected by  
23 the requirement to bargain for 90% of those school districts' legal and other costs incurred  
24 as a result of the requirement to bargain.

25 **SPONSORED BY:** \_\_\_\_\_

26 **(Representative MCCREA, D.)**

27 **TOWN: Fort Fairfield**