

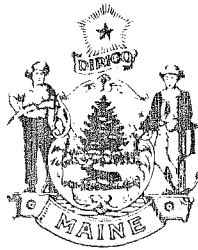
# MAINE STATE LEGISLATURE

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RICHARD S. COHEN  
ATTORNEY GENERAL



80-150

STATE OF MAINE  
DEPARTMENT OF THE ATTORNEY GENERAL  
AUGUSTA, MAINE 04333

November 18, 1980

Honorable Judy Kany  
18 West Street  
Waterville, Maine 04901

Dear Representative Kany:

This will respond to your letter of September 11, 1980, asking our opinion on the effect of the absence of contract priority language in legislative enactments implementing collective bargaining agreements to which the State is a party.

We have talked briefly with Ken Hovermale, who has been assisting the State Government Committee, about this question and the factual background which gives rise to it. Mr. Hovermale tells us that no specific incident or present conflict between the current collective bargaining agreement and the public laws raises the question. The question is asked upon review of appropriations laws implementing state collective bargaining agreements in anticipation of potential conflicts which might give rise to litigation.

Given the hypothetical context of the question and the many potential areas of conflict, we cannot answer your question in a manner which will enable you to apply our answer with any certainty to the many facets the problem poses. Obviously, the intent of the Legislature is clearer if the contract priority language used in § 6, Chapter 269, P.L. 1979, is used when enacting future contract implementation laws. Short of recommending incorporation of that priority language in future contract implementation laws, I cannot advise you with any certainty as to which would prevail - statute or contract - in a conflict situation without knowing the area of specific conflict.

I hope this responds adequately to your inquiry. If I can be of further assistance in clarifying this problem area, please let me know.

Very truly yours,

*Stephen L. Diamond*  
STEPHEN L. DIAMOND  
Deputy Attorney General

SLD:jg