

MAINE STATE LEGISLATURE

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1 FIRST REGULAR SESSION
2

3 ONE HUNDRED AND ELEVENTH LEGISLATURE
4

5 Legislative Document

No. 394

6
7 H.P. 335

House of Representatives, February 1, 1983

8 On Motion of Representative Beaulieu of Portland referred to the
9 Committee on Labor. Sent up for concurrence and ordered printed.

10 EDWIN H. PERT, Clerk

Presented by Speaker Martin of Eagle Lake.

Cosponsors: Representative Tuttle of Sanford, Representative Tammaro
of Baileyville and Representative Norton of Biddeford.

11
12 STATE OF MAINE
13

14 IN THE YEAR OF OUR LORD
15 NINETEEN HUNDRED AND EIGHTY-THREE
16

17 AN ACT to Insure Notice Defense is Based
18 on Prejudice to the Employer.
19

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

22 39 MRSA §63, as amended by PL 1973, c. 788, §227,
23 is further amended by adding at the end a new para-
24 graph to read:

25 The failure of the employee to provide notice as
26 required in this section shall not be a bar to any
27 claim for compensation, unless the employer can prove
28 to the commission that its rights were prejudiced by
29 that failure by the employee to provide notice.

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STATEMENT OF FACT

2 The current workers' compensation statute allows
3 employers to avoid liability for clear work-related
4 injuries despite the fact, in many cases, its rights
5 were in no way impaired by the employee's failure to
6 give notice within the first 30 days of his injury.
7 In many cases, the employer who is provided notice of
8 an injury within 2 or 3 months of its occurrence, is
9 still able to adequately investigate the employee's
10 allegations about the circumstances of his injury.
11 That opportunity to investigate the employee's alle-
12 gations in a timely manner is the rationale for all
13 notice provisions. If the employer is unable to dem-
14 onstrate that its opportunity to investigate an acci-
15 dent was somehow impaired by the passage of time, it
16 should be barred from utilizing a "loophole" to avoid
17 what is otherwise clear liability. If an employer
18 has changed insurance carriers or can demonstrate in
19 any other manner that its rights have been prejudiced
20 by the employee's failure to give notice, the
21 employer would still be allowed the opportunity to
22 use this defense to any claim for compensation.

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