



HOUSE OF REPRESENTATIVES

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***Representative David McCrea introducing
LD 449 “An Act To Strengthen the Ability of Public Employers and Unions To Negotiate”
Before the Joint Standing Committee on Labor and Housing***

Senator Rafferty, Representative Sylvester and honorable members of the Joint Standing Committee on Labor and Housing. I am Representative David McCrea and I represent the nine communities of House District 148 in the central part of the County. I am a lifelong resident of Fort Fairfield. I am here to present **LD 449, “An Act To Strengthen the Ability of Public Employers and Unions to Negotiate.”**

I had taught school in Fort Fairfield for 48 years by the time I retired in 2016. I represented the Fort Fairfield Teachers Association in contract negotiations for 45 years, the last 44 of which I served as our Chief negotiator. Until recently, our Association chose to negotiate single year contracts. As a result, I would estimate that we have had perhaps 42 or 43 separate contracts. To this day, the second paragraph on page one of our comprehensive contract reads:

“This Agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.”

I should point out that this zipper clause is slightly less worrisome than some out there.

It is my understanding that most labor union contracts in Maine schools are free of these zipper clauses, but wherever they are found they are very difficult to remove as they fall under a category of “permissive” subjects of bargaining. This means that either party may simply take the position that they do not have to bargain the subject at all. During my tenure as a negotiator I faced this exact situation during every single negotiation, and it continues to this day. I can speak from experience that whenever a school district implements a change in procedures that impact the working conditions of educators, there is no means of modifying the change or its effects on teachers until the next contract negotiations as long as the zipper clause is within their contract. This thwarts productive and fair collaboration on the issues.

I understand that unilateral decisions made by some school districts during this Covid-19 Pandemic have put their teachers in situations which are unfair, health-threatening and all too often inflict serious stress. Teachers are required to deliver lessons remotely, in-person or in many cases both, while exposing themselves to the virus and perhaps carrying the virus home to their families. Not only are teachers expected to teach under this much more difficult situation, they very often must find some way to ensure that their children have care at home and sometimes must even help their own children with their

District 148: Caswell, Easton, Fort Fairfield, Hamlin, Limestone, Presque Isle (part), Stockholm, and Cyr Plantation, plus the unorganized territory of Connor Township

schooling. I know of several teachers who have either decided to retire or simply leave the profession for both their own well-being as well as that of their family.

It is important to note that I understand that everyone has had their life drastically impacted by the overall effects of the Pandemic, but when these changes go to the extremes that they have in some school districts, the teachers absolutely must have the right to bargain.

These zipper clauses have always put educators at a distinct disadvantage but during the current Covid-19 Pandemic, unilateral decisions made by school districts have clearly pushed the envelope to the extreme.

I could go on but need not do so. I am certain that others who will testify after me will add still more evidence of the need for this legislation.

I will be happy to answer any questions that you may have of me. Thank you for your consideration of this very important proposal and I encourage a unanimous vote in favor of LD 449.