



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

LIN-WOOD EDUCATION ASSOCIATION,
NEA-NEW HAMPSHIRE

Complainant

LIN-WOOD SCHOOL BOARD

Respondent

CASE NO. T-0204:9

DECISION NO. 82-76

APPEARANCES

Representing Lin-Wood Education Association

John Fessenden, UniServ Director, NEA-New Hampshire
Christie White

Representing Lin-Wood School Board

Norman Mullen, Superintendent
Stephen U. Samaha, Esq.

Also Present:

Wayne H. Fortier
Marleen Dumont
Brenda Goodbout
Cindy Goodbout

BACKGROUND

A "party" was held by students of Lin-Wood High School at Mountain Lakes and resulted in police action involving several students. At the court hearing it developed that some teachers may also have been in attendance, specifically the name of Mrs. Christie A. White was mentioned during testimony. Subsequently Mr. Norman H. Mullen, Superintendent of Schools for the Lin-Wood district, sent Mrs. White a letter pointing out to her that involvement in such incidents by teachers would result in contract termination proceedings.

Lin-Wood Education Association, NEA-N.H., filed an unfair labor practice complaint on the grounds that the placement of the letter in Mrs. White's file is contrary to the "Fair Treatment" article of the existing contract and further that attempts to resolve the matter through the grievance procedure have not resulted in an amicable settlement.

A hearing was held on this matter at the Board's office on July 15, 1982.

At the hearing the School Board pointed out that the complaint was brought to the Board more than six (6) months after the alleged unfair labor practice contrary to Board Rule 4.1 (a) but agreed to waive this objection. The School Board further pointed out that the letter from Superintendent Mullen to Mrs. White was based on an investigation by the State Police and testimony from witnesses under oath at a proceeding before the Haverhill District Court on August 17, 1981.

The School Board further pointed out that Mr. Mullen's letter was not intended as a reprimand but to "give her guidance" as provided for under Article III of the master contract. Superintendent Mullen also testified that it was not his intention to issue a reprimand but to give her general guidance and a recommendation of caution with regards to standards of conduct as a member of the professional staff.

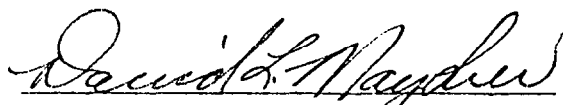
FINDINGS OF FACT AND RULINGS OF LAW

The actions of the Superintendent are reasonable, under the given set of circumstances, so long as his sole intentions were to exercise supervision and caution Mrs. White that involvement in such action could have serious consequences. The Board finds that no investigation was conducted by Mr. Mullen, as he clearly stated, and lacking such a finding Mr. Mullen's letter must be viewed as an instrument utilized in the performance of his duties as provided for under Article III of the master contract. However, the fine line between giving guidance and counsel as in this case, and a reprimand, clearly covered by the contract, is difficult to ascertain and the Superintendent is cautioned that in the future other means would be better used to avoid any question or the appearance of crossing the line.

DECISION AND ORDER

In so finding, the Board issues the following order.

1. This decision shall be made a permanent part of Mrs. White's personnel file in order to clearly establish that the letter from Mr. Mullen was in accordance with Article III in the master contract and in the nature of guidance only.
2. The Board declines to find an unfair labor practice in this case.



DAVID L. MAYHEW, Board Member

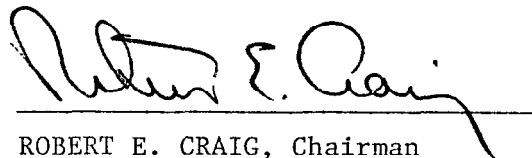
Signed this 18th day of November 1982

By unanimous vote of the Board Members present and voting. Chairman Robert E. Craig presiding. Members voting, David L. Mayhew, Seymour Osman and James C. Anderson. Chairman Craig dissented.

DISSENT

I respectfully disagree with the Board's decision. In my view, the inclusion of the letter in the file, as opposed to a private communication of warning not in the file, seems to cast suspicion on the behavior of Mrs. White (without an investigation) and denies her the protection of the applicable procedures in the contract.

In my opinion, PELRB should have ordered the letter withdrawn from the files, thereby keeping the "warning" aspect of the letter between Mrs. White and her supervisor but not contaminating her personnel file for the future.

A handwritten signature in dark ink, appearing to read "Robert E. Craig", is written over a horizontal line.

ROBERT E. CRAIG, Chairman

Signed this 16th day of November 1982.