



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

WHITE MOUNTAINS EDUCATION ASSOCIATION, :
NEA-NEW HAMPSHIRE :

Petitioner :

v. :

CASE NO. T-0210:5

DECISION NO. 82-78

WHITE MOUNTAINS REGIONAL SCHOOL BOARD :

Respondent :

NOTICE

YOU ARE HEREBY NOTIFIED that the Public Employee Labor Relations Board, State of New Hampshire has withdrawn Decision 82-78, White Mountains Education Association, NEA-New Hampshire v. White Mountains Regional School Board.

ROBERT E. CRAIG, Chairman

February 2, 1983



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Withdrawn

WHITE MOUNTAINS EDUCATION ASSOCIATION,
NEA-NEW HAMPSHIRE

Petitioner

v.

WHITE MOUNTAINS REGIONAL SCHOOL BOARD

Respondent

CASE NO. T-0210:5

DECISION NO. 82-78

APPEARANCES

Representing White Mountains Education Association

John Fessenden, UniServ Director, NEA-N.H.

Representing White Mountains School Board

Bradley F. Kidder, Esq.

Also in Attendance:

Jean Dubreuil
Virginia Merrow
Hugh Watson
William H. McCann, Jr.

BACKGROUND

White Mountains Education Association (WMEA), NEA-N.H. filed an unfair labor practice complaint against the White Mountains Regional School Board on February 8, 1982 and a hearing was held on May 13, 1982 at the PELRB's Concord office. Briefs were allowed to be filed subsequently.

The WMEA complaint alleges that the contract between the parties, dated January 1, 1980 and having effective dates of January 1, 1980 to June 30, 1981, was in effect when certain individuals signed their specific contracts on April 22, 1981 for the school year 1981-1982. (A new collective bargaining agreement went into effect in July of 1981 to continue to 1984.) Subsequently, employees hours were reduced (4 employees) on October 22, 1981 and one employee was terminated on that date as well. WMEA argues a breach of 273-A:5,1 (e) and (h) in that the school board did breach the existing collective bargaining agreement and also failed to bargain in good faith. WMEA also argues that the School Board does not have the right to terminate an individual contract before its termination date.

FINDING OF FACT

At the hearing it was testified to that the School Board's business manager had submitted budget figures which anticipated federal funding, particularly the "hot lunch program," and federal budget changes caused him to review the program continuously from June 1981 on, with a view to making changes in order to take into account the subsequent reduction in federal funds. The reduction in staff and the reduced hours were the business managers methods of reducing costs so that the budget would not be in deficit but would break even.

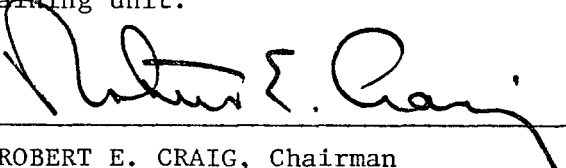
At the hearing, WMEA reiterated its contention that the reduction in hours was a unilateral change in the conditions of employment and as such a violation of 273-A:5,1 (e) and that the employer could not terminate an employee while a contract existed in force.

RULINGS OF LAW

- 1) The unilateral action of the Board's agent, in changing the hours of certain employees (Lane, Merrow, McGee, and Wesson), without negotiating with the representative is found to be an unfair labor practice under 273-A:5,1 (e);
- 2) The School Board, through its agent, has the right to eliminate positions under its power of "...managerial policy within the exclusive prerogative of the public employer...the selection, direction and number of its personnel." Individual contracts in this case are subject to the master contract and cannot abrogate the "managerial prerogatives" referred to in the law. In addition, applicable sections of the contracts may specify methods of termination, and if in the existing contract, must be adhered to. (See also Article IV, section (e) of the new contract.)

DECISION

- 1) The School Board has committed an unfair labor practice under 273-A:5,1 (e) in failing to negotiate the changing hours of certain employees;
- 2) The School Board is directed to open discussion with the exclusive representative of these employees (Lane, Merrow, McGee and Wesson) for the purpose of reaching an agreeable settlement of monies owed under the terms of the altered contracts and, if failing to reach a settlement, to so notify this Board for further action;
- 3) In the future, the School Board is directed to negotiate all changes in conditions of employment with the exclusive representative of the collective bargaining unit.


ROBERT E. CRAIG, Chairman

Signed this 17th day of December, 1982.

By unanimous vote. Chairman Craig presiding, members Russell Hilliard, Seymour Osman, David Mayhew, James Anderson present and voting. Also present, Executive Director Evelyn C. LeBrun and alternate member Russell Verney.