



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

INTERLAKES EDUCATION ASSOCIATION/NEA-NH *

Petitioner *

v. *

INTERLAKES SCHOOL BOARD *

Respondent *

CASE NO. T-0237:5

DECISION NO. 86-52

APPEARANCES

Representing the Petitioner, Interlakes Education Assoc., NEA-NH

Wally Cumings, UniServ Director, NEA-NH

Representing the Respondent, Interlakes School Board

Bradley F. Kidder, Esq., Counsel

Also in Attendance

Gary A. Burton, Supt.

Ann Williams

Phillip McCormack

Edward Kenney, Asst. Supt.

Bill West, ILEA

Tom Comstock, Dir. Labor, NH School Assoc.

Janet Loto, ILEA

Peter Whelpton, Reporter, Meredith News

BACKGROUND

A series of charges were brought in the Interlakes District, arising out of the Negotiations in 1983-85 and at a pre-hearing conference on February 13, 1986 some were withdrawn and some were scheduled for future hearings. This case, T-0237:5, was scheduled to be heard on March 13, 1986.

In its complaint, filed June 19, 1984, the Interlakes Education Association/NEA-NH ("Association") charged that the Interlakes School Board ("Board") committed an Unfair Labor Practice, violating RSA 273-A:5 I, (a), (b), (e) and (h). Specifically, the Association charges that the Board has violated RSA 273-A:

1. "by discriminating against Association members in the assignment of wages and/or salary for the 1984-85 school year" by paying association members at a rate "substantially lower" than wages and/or salaries assigned to a newly hired group of bargaining unit employees who are not members of the Association;
2. unilaterally changing the terms and conditions of employment with regard to salary thereby breaching the collective bargaining agreement;
3. by unilaterally establishing different rates of pay for employees with the same experience and qualifications in violation of the

- collective bargaining agreement;
4. by discriminating and assigning step increases to newly fired teachers and re-employed teachers but withholding step increases from the remainder of the bargaining unit, in violation of the collective bargaining agreement and past practice.

The Board, in its answer, denied any breach of RSA 273-A and argued that the present contract, which expired on August 23, 1984, was inconsistent with respect to how to deal with returning teacher's pay when negotiations hadn't been completed and new pay levels were not known. The Board placed teachers on the proper step and informed them that their pay would be adjusted when the negotiations concluded and the voters ratified new monies. New teachers were placed on the salary step commensurate with their "years of teaching experience before entering the district" as required by the existing contract. The Board argues that it dealt fairly with the employees under the old contract and did not discriminate against anyone.

A hearing was held at the PELRB offices in Concord, N.H. July 17, 1986.

FINDINGS OF FACT

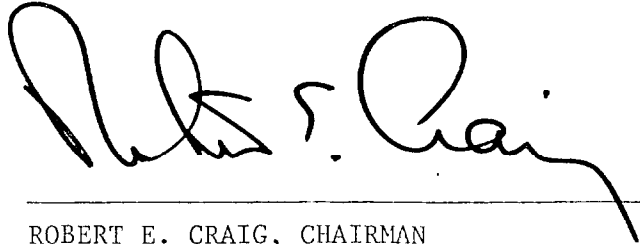
1. Testimony established that pursuant to a "policy booklet", a negotiated agreement prior to N.H. Public Employee Labor Relations Law, teachers had, on one occasion, (1977-78) been advanced one step and given an increase, even though no successor agreement was in place.
2. The "policy booklet" had no expiration date while all subsequent contracts did/do have an expiration date.
3. In 1984-85 school year the Board adjusted everyone's "step" according to their years of experience but did not increase anyone's pay, except for newcomers, but did notify everyone that pay would be adjusted when negotiations concluded. Result was, for instance, that a new first year teacher received the same pay as second year teacher who was really step two but whose pay was "frozen" at step one, last year's level.
4. As of October 11, 1985 all teachers were put on the right step with the right amount of pay under the new (1984-88) contract. (One error had taken place in the hiring of a person to fill the place of person on leave, this was corrected in October of 1985.)

RULINGS OF LAW

The School Board, in honoring the existing contract while negotiations were continuing, acted reasonably under the circumstances. The existing contract did not contain an automatic renewal clause which would have given everyone an automatic "step raise". At the same time, the existing contract could not be abrogated unilaterally and the Board was correct in carrying the old contract provisions through the uncertain negotiations period until a successor agreement was reached. When the new agreement was ratified the Board correctly made the necessary pay adjustment.

DECISION

The School Board having acted with reasonableness and care is not guilty of any unfair labor practice in this case and said complaint is dismissed.

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

ROBERT E. CRAIG, CHAIRMAN
PUBLIC EMPLOYEE LABOR RELATION BOARD

Signed this 7th day of August, 1986.

By unanimous vote. Robert E. Craig, Chairman presiding. Members Richard Roulx, Seymour Osman, Dan Toomey and James Anderson present and voting.