



## State of New Hampshire

### PUBLIC EMPLOYEE LABOR RELATIONS BOARD

INTER-LAKES EDUCATION ASSOCIATION/  
NEA-NEW HAMPSHIRE

Complainant

v.

INTER-LAKES SCHOOL BOARD

Respondent

CASE NO. T-0237:15

DECISION NO. 88-94

#### APPEARANCES

##### Representing Inter-Lakes Education Association/NEA-NH:

James Allmendinger, Esq., Counsel NEA  
Janet Paddleford Loto, President ILEA

##### Representing Inter-Lakes School Board:

Mark Broth, Esq., Counsel Inter-Lakes School Board  
Paula Adriane, Inter-Lakes School Board  
Carl Johnson, Inter-Lakes School Board

#### BACKGROUND

Inter-Lakes Education Association/NEA-New Hampshire/NEA (Association) on September 26, 1988 filed charges of improper labor practice against the Inter-Lakes School Board (Board) charging the Board with failure to negotiate in good faith on or about September 14 & 21, 1988 in violation of 273-A:5 I, (a), (e) and (h) specifically by making false statements to the public, misrepresenting facts contained in the Factfinder's report in newspaper advertisements paid for with public funds all of which interfered with ongoing negotiations. Such public statements by the Board alleged to restrain and coerce employees and interfered with its employees in the rights guaranteed by statute (273-A).

When summarized, the issue before PELRB is the conduct of the parties after the issuance of a Factfinders report and its rejection by the Board and acceptance by the Association, the publication in the local press of the parties position with respect to the Factfinder's report and interpretations placed on the findings and the influence of interviews, public statements to the press and paid advertisements by the Board.

Requested remedy by the Association;

- (a) Issued an immediate cease and desist order to compel the Board to inform the public of alleged false statements in the publication which are intended and likely to have influence in the ongoing negotiations unfavorable to the Association.
- (b) Issue an immediate cease and desist order to the Board from making false public statements and to cease and desist expending public funds in the issuance of public statements which adversely effect the lawful conduct of collective bargaining.
- (c) Order the Inter-Lakes School Board to bargain in good faith.
- (d) Issue an order that the above requested cease and desist order be read at the October 5, 1988 district meeting and posted in other conspicuous places in the district school building.

Hearing in this matter was held at the PELRB Office in Concord, New Hampshire on October 18, 1988.

In opening statements Counsel for the Association stated the paid advertisement in the local press and certain statements made to the public gave a slanted view of the Factfinder's report and resulted in scare tactics so as to influence the public at the upcoming district meeting and further took the position that any publication of a Factfinder's report should be balanced, truthful and factual.

Counsel for the Board in opening statements indicated the issue to be, can the employer use paid advertising to explain its position, can public funds be expended for such advertising and further the School Board is given public funds and the responsibility for their expenditure with only budgetary restrictions and further the Association has similar rights of publication, interpretation, paid advertising and interpretation of a Factfinder's report.

Testimony offered by the Association which included exhibits of advertisements, charged certain mistatements with respect to the Factfinder's report interpretation as to the salary of a teacher with eight years of experience, and further suggesting extra pay for certain teacher duties being classified as overtime. The referenced Factfinder's report has to be given to the legislative body for action in accordance with RSA 273-A:12 III and was published in the Meredith News on September 28, 1988.

Witness Janet Loto teacher in the system for 12 years testified as to her involvement in contract negotiations for 6 or 7 years, that current negotiations went to impasse and Factfinding. The Association accepted the report and the Board did not because of costs which were alleged to be a 34% increase over the life of the contract (the percentage was open to interpretation) there were other concerns of the Board with language.

Loto testified as to the paid advertisements by the Board which specifically urged the voters to vote against the Factfinder's report, and the apparent public perception of certain interpretative statements by the School Board of the Factfinder's report, specifically the salary schedules, the services required of teachers and the statement that the "voters may think you are approving salary increases for the year, they are, in fact approving the entire schedule for three years."

Loto further testified that an article in the Laconia Citizen by the Superintendent was factual and further that the Association had utilized weekly ads in the newspaper since September 1st.

Cross-examination by Board Counsel, Loto testified that the Association had paid advertising by the Association urging the voters to vote yes on the Factfinder's report and other articles, and the Association had talked to press to point out areas of disagreement and that the public had been made fully aware of the disagreement of the parties by articles in several news publications. Further that interviews by both parties with all the various press provided opportunity for position statements, 500 printed leaflets had been distributed to the voters involved.

Loto testified further that the School Board held a hearing on the Factfinder's report and all had opportunity to be heard and that the Board's rejection of the Factfinder's report was unanimous of those attending the hearing.

Witness Paula Adrian member of the Board and member of negotiating committee for the Board testified that the Board was supplied the figures in the paid advertisement with respect to teacher salaries, by the Superintendent and that the advertisement was published only to show the facts to the public and the Board's position with respect to the Factfinder's report and further at the meeting between the negotiating team of the Board and the Association there was no attempt at coercion by the Board and both parties had equal access to the media for interpreting their positions.

Counsel for the Board in closing stated that the Factfinder's report had been published in detail with commentary, that the Association had full and fair opportunities to point out its position on the Factfinder's report and had done so, that an error had been made in 1st public advertisement but later corrected in second advertisement.

Counsel for the Association stated their goal was to shed fair light on the Factfinder's report in the paid advertisement and not expend public funds in an attempt to tilt public opinion on the Factfinder's report.

#### ASSOCIATION'S REQUESTS FOR FINDINGS:

- #1, 2, 3 Granted.
- #4 Granted in part. Denied in part. The use of public funds does not breach agreement. There is a requirement to communicate in good faith.
- #5 Denied, no evidence that the objection was to disadvantage the Association.
- #6 Denied, the use of the term overtime wages appear to be an interpretation, which is not prohibited.
- #7 Denied, insufficient evidence to support their findings.
- #8 Denied, the term unreasonable is interpretative in nature depending on the parties own conclusions.
- #9 Denied, testimony and exhibits did not support the findings.
- #10 Will not grant or deny as evidence inconclusive.

- #11 Denied, the salary schedule was published for all to see.
- #12 Denied. "By voting against the Factfinder's report you are not voting to reopen negotiations on the entire contract. This may happen only if demanded by the union."
- #13 Denied, RSA 198:2 can be construed to involve teachers' salaries. RSA 198:4 B provides school district with contingency funds.
- #14 Denied, appropriation and expenditures of function, must be in accordance with statutory requirement and voter direction.
- #15 Denied, statements in one case was in error, later corrected.
- #16 Denied. Factfinder's report made available in total to the voters.

#### FINDINGS OF FACT

1. PELRB denied the request for an immediate cease and desist order request based on the evidence presented based on the fact that both parties had an opportunity to and did use the media to approach the voter prior to the district meeting.
2. The advertisements by the Board did contain one error which was later corrected.
3. The advertisements and media contacts are not prohibited after a Factfinder's report become public.
4. Both parties had and have access to the media with respect to their positions and interpretations of a public document. (Factfinder's report)
5. PELRB cannot find limitations placed on School Board's expenditures of funds other than statutory and budget constraints and accordingly finds the expenditures of funds for advertising its position not a prohibited practice or illegal.
6. The parties were given the opportunity of position expression prior to the Board vote to reject the Factfinder's report.

#### DECISION

Based on testimony, exhibits and written, PELRB finds the Association has not met the test of a prohibited practice under 273-A and finds no unfair labor practice.

PELRB urges the parties to be scrupulously specific with respect to paid advertising of positions when dealing with a Factfinder's report.

Signed this 12th day of January, 1989.

  
EDWARD J. HASELTINE, Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding. Members Seymour Osman and James C. Anderson present and voting. Also present, Executive Director, Evelyn C. LeBrun.