



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE:	:	
on behalf of WHITE MOUNTAIN REGIONAL:	:	
SCHOOL ADMINISTRATORS	:	
	:	
Complainant	:	
	:	CASE NO. M-0655:2
v.	:	
	:	DECISION NO. 93-46
WHITE MOUNTAIN REGIONAL SCHOOL	:	
DISTRICT	:	
	:	
Respondent	:	

APPEARANCES

Representing Teamsters Local 633 of New Hampshire:

Thomas D. Noonan, Business Agent

Representing White Mountain Regional School District:

Bradley F. Kidder, Esq., Counsel

Also appearing:

Donald A. LaPlante
John E. Holmes
Jay S. Hartnett
Dick Hoke

BACKGROUND

Teamsters Local 633 of New Hampshire (Union) filed unfair labor practice (ULP) charges on behalf of the White Mountain School Administrators against the White Mountain School District (District) on November 16, 1992 alleging that the District had violated RSA 273-A:5 I (c) and (e) by making unilateral changes in working conditions (namely, insurance) during the course of negotiations. The District filed its answer on December 1, 1992, asserting that the District's Board voted on January 20, 1992 to enroll the unit members in the A\$SET Comp 300 plan effective July 1, 1992, that this action occurred more than six (6) months before

the filing of the ULP, and that the ULP should be dismissed under RSA 273-A:6 VII. This matter was then heard by the PELRB on January 26, 1993.

FINDINGS OF FACT

1. White Mountain Regional School District is a "public employer" of school administrators and other personnel, as defined by RSA 273-A:1 X.
2. Teamsters Local 633 of New Hampshire is the duly certified bargaining agent for school administrators employed by the District, having been certified as such as the result of a bargaining agent election conducted on February 14, 1992.
3. After certification as bargaining agent, the Union requested collective bargaining with the District on or about February 27, 1992. (Board Ex. No. 3) By letter of April 8, 1992, the Union informed the Superintendent that it took "exception to the School Board's intent to change the working conditions, wages and benefits of the bargaining unit...without first negotiating said change." This letter again requested negotiations. The then Superintendent responded to the Union by letter of April 22, 1992 proposing to put an item on the School Board's agenda for its May 4, 1992 meeting addressing the issue of these negotiations. When no action was forthcoming from the District, after that meeting, the Union filed a ULP on May 14, 1992 alleging a refusal to negotiate. Board members Hartnett and Dineen then met with Association members Holmes and Laplante. Thereafter the Union filed a Motion to Withdraw its ULP by letter of June 24, 1992. That motion was granted in the form of the PELRB's order dismissing the ULP on June 30, 1992. (Decision No. 92-114)
4. On January 20, 1992, almost five months after the Petition for Certification was filed on September 22, 1991, the District's Board voted to give administrators a 2% salary increase which was to be funded by enrolling them in the A\$SET Comp 300 plan effective July 1, 1992. During the negotiations which followed the Union's certification on February 14, 1992 until July 1, 1992, no modifications were negotiated in the Comp 300 plan. On July 1, 1992, the District implemented the Comp 300 plan, as aforesaid, without negotiating this change with the

Union. The pending ULP was filed November 16, 1992 complaining of this unilateral action.

5. Individual bargaining unit members expressed concern about changes in health insurance benefits before and during the process of returning their individual employment contracts for the 1992-93 school year. This occurred in the spring of 1992. Meanwhile, unit members had agreed to waive any salary increase for the 1992-93 school year and announced this at the February 3, 1992 school budget meeting. In making this concession, unit members believed that they would preserve (and that the District was obligated to preserve) their insurance benefits under the status quo doctrine, as of the date of filing of their Certification Petition on September 22, 1991. (Testimony of John Holmes)

DECISION AND ORDER

The District's actions of involuntarily enrolling unit members in the A\$\$ET Comp 300 plan effective July 1, 1992 constituted a unilateral change in working conditions. Since it was unbargained and accomplished unilaterally, it is also an unfair labor practice because it violates the parties' obligation to bargain in good faith. RSA 273-A:5 I (e). The status quo conditions, so to speak, existed as of the date the Certification Petition was filed on September 22, 1991. Benefits must remain constant as of that date until otherwise negotiated. The status quo conditions must be maintained. That did not occur in this case. Thus, we have found the commission of the ULP.

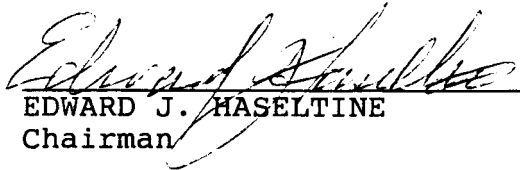
The District's Motion to Dismiss is DENIED because the six month statute of limitations (RSA 273-A:6 VII) runs from the date of the commission of the unilateral action (July 1, 1992), not the date it was voted or threatened by the District (January 20, 1992). Since this is a RSA 273-A:5 I (c) and (e) case (and not a (a) or (g) case), the pertinent date is the date of commission (July 1, 1992), not the date of announcement. This ULP, filed November 16, 1992, is thus timely.

By way of remedy, in addition to the finding of a ULP, above, we direct the parties (1) to continue their negotiating efforts, (2) to maintain the A\$\$ET Comp 300 plan through June 30, 1993, and (3) to revert to the insurance plan as was in effect on June 30,

1992 if a contract settlement is not reached on or before June 30, 1993. We have taken this action acknowledging both the status of current negotiations and the lack of feasibility of breaking an insurance contract year between July 1, 1992 and June 30, 1993.

So ordered.

Signed this 23rd day of April, 1993.


EDWARD J. HASELTINE
Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.
Members Richard W. Roulx and Arthur Blanchette present and voting.