



## State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

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PLAINFIELD SCHOOL DISTRICT	:	
	:	
Complainant	:	
	:	CASE NO. T-0289:3
v.	:	
	:	DECISION NO. 93-94
PLAINFIELD EDUCATION	:	
ASSOCIATION/NEA-NEW HAMPSHIRE	:	
	:	
Respondent	:	

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### APPEARANCES

#### Representing Plainfield School District:

Robert P. Leslie, Esq., Counsel

#### Representing Plainfield Education Association/NEA-NH:

James Allmendinger, Esq., Counsel

#### Also appearing:

Fokion Lafionatis, School District  
Jeanne Woodward-Poor, School District  
Jo Evans, Plainfield  
Gregory Marshall, Plainfield resident  
Craig Lauzier, P.E.A.  
Joanne B. Long, P.E.A.  
Glenn G. Mclure, P.E.A.  
Joycelyn Alves, P.E.A.  
Fran Hills, P.E.A.  
John Fessenden, UniServ Director

### BACKGROUND

The Plainfield School District (District) filed a Petition for Declaratory Judgment against the Plainfield Education Association on August 17, 1992 relating to step increases not approved by voters yet claimed to apply by the Association because of an "evergreen clause" in the collective bargaining agreement (CBA). The Association responded to the petition by filing of September 2,

1992. This matter came forward to be heard by the PELRB on December 1, 1992 at which time it granted the District's request to stay grievance arbitration proceedings on the issue of step increases and granted a continuance relative to proceeding on the merits. (Decision No. 92-182 issued December 3, 1992) Thereafter, the parties asked to have the case proceed to hearing on the merits which occurred on June 8, 1993. The record was closed upon completion of post hearing submittals on June 30, 1993.

#### FINDINGS OF FACT

1. The Plainfield School District is a "public employer" of teachers and other personnel within the meaning of RSA 273-A:1 X.
2. The Plainfield Education Association is the duly certified bargaining agent for teachers and other employees employed by the District.
3. The District and the Association were parties to a CBA for the period July 1, 1990 to June 30, 1992 and continued thereafter by virtue of an "evergreen clause" found at Article XXIII of that document.
4. The parties' current 1990-92 CBA was never approved by the voters within the meaning of Appeal of Sanborn Regional School Board, 133 N.H. 513 (1990).
5. The cost items necessary to fund the first year of the current (1990-1992) CBA were approved by the District's annual meeting in March of 1990.
6. The cost items necessary to fund the second year of the current (1990-1992) CBA were approved by the District's annual meeting in March of 1991.
7. The appropriation needed to fund step increases for the 1992-93 school year under the evergreen clause was \$20,047.00. This appropriation was submitted to and rejected by voters at the District's annual meeting in March of 1992.

#### DECISION AND ORDER


Since both the commencement of this litigation and the hearing in this matter, the New Hampshire Supreme Court issued its decision in Appeal of Milton School District, 137 N.H. \_\_\_\_\_, on May 20, 1993. A considerable portion of that opinion and the subject over which the members of the court disagreed was the issue of step increases. A majority of the court held that the maintenance of the status quo after the expiration of a CBA did not include the requirement that the employer continue to pay step increases.

Moreover, that same majority held that step increases are "cost items" which, in turn, require approval by the "legislative body." RSA 273-A:1 IV. Such approval was not forthcoming in this case.

Thus, the Milton decision is dispositive of this case. There is no obligation to pay the step increases under the scenario presented.

So ordered.

Signed this 20th day of July, 1993.

  
EDWARD J. HASELTINE  
Hearing Officer