



**State of New Hampshire**

**PUBLIC EMPLOYEE LABOR RELATIONS BOARD**

STATE EMPLOYEES ASSOCIATION OF  
NEW HAMPSHIRE, LOCAL 1984

Complainant

v.

FELKNAP COUNTY  
(DEPARTMENT OF CORRECTIONS)

Respondent

CASE NO'S S-0333:2  
S-0334:4

DECISION NO. 93-144

STATE EMPLOYEES ASSOCIATION OF  
NEW HAMPSHIRE, LOCAL 1984

Complainant

v.

BELKNAP COUNTY  
(NURSING HOME)

Respondent

APPEARANCES

Representing State Employees Association.

Chris Henchey, Negotiator

Representing Belknap County:

Bradley F. Kidder, Esq.

Also appearing:

- Philip P. Daigneault, Belknap County
- Connie Madore, Belknap County Nursing Home
- Michele Dounes, Belknap County Nursing Home
- Carol Graves, Belknap County Nursing Home
- R.A. Grenier, Belknap County Department of Corrections
- Jan Hale, Belknap County Department of Corrections

BACKGROUND

The State Employees Association of New Hampshire, SEIU, Local 1984 (Association) filed two unfair labor practice (ULP) complaints against Belknap County (County) on behalf of corrections employees and nursing home employees, respectively, on August 9, 1993 alleging violations of RSA 273-A:5 I (a), (e), (g), (h) and (i) as the result of the withholding of step increases and alterations to the health insurance plan during negotiations for a successor collective bargaining agreement (CBA). The County filed answers to each complaint on August 13, 1993. Both complaints were consolidated for hearing and heard by the PELRB on October 5, 1993. At the commencement of those proceedings the parties stipulated that the issue involving health insurance had been settled after which the hearing proceeded on the issue of step increases alone.

FINDINGS OF FACT

1. Belknap County is a "public employer" of employees at its corrections and nursing home facilities within the meaning of RSA 273-A:1 X.
2. The State Employees Association of New Hampshire, Local 1984, is the duly certified bargaining agent for employees at the County's corrections and nursing home facilities.
3. The Association and the County are parties to two separate CBAs, one each for corrections employees and nursing home employees, each of which provides that it "shall remain in full force and effect ending at 11:59 p.m. on April 1, 1993 or until replaced by a successor agreement whichever occurs later."
4. Article XXI, Section 21.1 (D) of each CBA provides, "In addition to general wage increases provided hereby, all employees who are not at the maximum of their pay range shall move forward one step each year in [sic] their anniversary date of hire."
5. By letter dated March 18, 1993 the County advised the Association's negotiator, with respect to corrections department employees, that, "As the current collective bargaining agreement expires on March 31, 1993, you should understand that there will be no step increases paid by the County after that date until a new contract is negotiated and approved."
6. By letter of March 19, 1993, the Association's negotiator suggested a moratorium in freezing

step increases.

7. By letter of March 29, 1993 the County notified the negotiator for the Association that it would agree to a moratorium relative to health insurance but would not agree to a moratorium on freezing pay (step) increases otherwise referenced in Article XXI of the expired CBA.
8. On July 20, 1993 the parties met again in an attempt to settle outstanding issues so that a successor CBA could be finalized. Those efforts were not successful and a settlement was not reached.
9. Article XXI, Section 1 (Finding No. 4, above) first appeared in the parties' 1987-90 CBAs. The corrections contract was funded for 1987-88 by an appropriation made June 1, 1987 (Jt. Ex. No. 2) by the legislative delegation. The nursing home agreement was briefed to the commissioners on July 22, 1987 (Jt. Ex. No. 3). Three years later, the Belknap legislative delegation discussed the 1990-93 contracts on March 10, 1990, including step increases, (Jt. Ex. No. 4), and voted approval as part of its operating budget as approved on March 26, 1990. (Jt. Ex. No. 5) Raises for calendar year 1991 were approved by a meeting of the legislative delegation on December 17, 1990. (Jt. Ex. No. 6)
10. The CBA for corrections department employees for the period April 1, 1990 through March 31, 1993 has a pay scale (one each for calendar years beginning on January 1, 1990, January 1, 1991, and January 1, 1992) consisting of twelve (12) pay grades and twenty (20) pay steps. (Jt. Ex. No. 7) The CBA for nursing home employees for the period April 1, 1990 through March 31, 1993 has a pay scale (one each beginning on November 1, 1989 and for calendar years beginning on January 1, 1991 and January 1, 1992) consisting of twelve (12) pay grades and twenty (20) pay steps. (Jt. Ex. No. 8).

#### DECISION AND ORDER

This is one in a series of cases involving step increases. It differs from previous decisions involving towns and school districts (e.g., Appeal of Milton School District, 137 N.H. \_\_\_\_\_ decided May 20, 1993) and cities (e.g., Rochester Federation of Teachers, Decision No. 93-111 issued August 25, 1993 and Concord School District, Decision No. 93-115 issued October 13, 1993) only to the extent that the public employer is a county. The expense

involved in funding the steps in this case is as much of a "cost item" as it was in Milton, Rochester or Concord, notwithstanding that the public employer is a county. Likewise, there is no evidence that the cost of funding the "steps" for 1993-94 or thereafter was ever put before or approved by the Belknap County legislative delegation, i.e., it was not approved with sufficient notice and specificity as required by Appeal of Sanborn Regional School Board, 133 N.H. 513 (1990). The "evergreen clause" calling for the last CBA to remain in effect "until replaced by a successor agreement" neither controls nor saves the expired CBA with respect to step increases. Milton resolved this issue when it found that automatic renewal clauses are "cost items" which require the approval of the legislative body in order to be enforceable.

For these reasons, we find no reason to depart from our earlier decisions, above, and direct that these pending ULPs be DISMISSED.

So ordered.

Signed this 29th day of NOVEMBER, 1993.

  
EDWARD J. HASELTINE, Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.  
Members Seymour Osman and E. Vincent Hall present and voting.