



**STATE OF NEW HAMPSHIRE**  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

**Alton Teachers Association/NEA-NH (Prospect Mountain Teachers Association)**

v.

**Alton Joint Maintenance Agreement Joint Board  
(Prospect Mountain School Board)**

**Case No. E-0108-2**

**Decision No. 2011-051**

**PRE-HEARING MEMORANDUM AND ORDER**

Date of Conference: February 14, 2011

Appearances: John Pennington, UniServ Director, for the Prospect Mountain Teachers Association

Kathleen Peahl, Esq. for the Prospect Mountain School Board

Background:

The Association filed an unfair labor practice complaint against the School Board on January 3, 2011 claiming that the School Board committed an unfair labor practice when it required the teachers to submit "learning goals" for their classes. The Association asserts that the preparation of "learning goals" requires an additional 30-45 minutes of work and that the requirement to submit "learning goals" constitutes a breach of the parties' collective bargaining agreement (CBA) (RSA 273-A:5, I (h)) and an improper unilateral change in working conditions/a failure to bargain in good faith (RSA 273-A:5, I (e)). The Association requests that the PELRB order the School Board to cease and desist from requiring teachers to submit "learning goals."

The School Board denies the charges and claims that the requirement to submit “learning goals” is consistent with the teachers’ obligation under the CBA to devote the time necessary to accomplish their professional responsibilities and constitutes a managerial policy within the School Board’s exclusive prerogative. The School Board also argues that, even if the requirement to submit learning goals were not a managerial policy, it does not constitute a significant change in working conditions which would require bargaining as the teachers have always been required to develop lesson plans. The School Board requests that the PELRB deny the unfair labor practice complaint.

ISSUES FOR DETERMINATION BY THE BOARD

Whether the School Board’s requirement that the teachers submit “learning goals” constitutes an improper unilateral change in working conditions or a breach of the parties’ CBA.

WITNESSES

For the Association:

- 1. Mike Folan
- 2. Brian Hikel
- 3. Peter Long
- 4. Mark Bingham
- 5. Kim Kelliher
- 6. Troy Corriveau
- 7. Pam Comeau

For the School Board:

- 1. James Fitzpatrick
- 2. Paul Bartolomucci

Both parties reserve the right to amend their lists of witnesses in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order. It is understood that each party may rely on the representations of the other party that witnesses appearing on their respective lists will be available at the hearing.

## EXHIBITS

As outlined in the parties Joint Pre-Hearing Worksheet. Both parties reserve the right to amend their lists of exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is understood that each party may rely on the representations of the other party that the exhibits listed above will be available at the hearing.

## DECISION

1. "Parties" means the Association, the School Board, or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.
2. At the pre-hearing conference, the Association requested leave to amend its complaint to withdraw the following request for relief: "B. The teachers will be paid one additional day per diem for the work completed as per the date of this filing." The School Board had no objections to the Association's request. The Association's request to amend the complaint is hereby granted.
3. At the pre-hearing conference, it became apparent that, because of the creation of the Prospect Mountain Joint Maintenance Agreement Joint Board in 2003, the existing certifications relating to the bargaining units in Prospect Mountain High School and Alton School do not reflect the correct naming and situation of the parties. The parties agreed to work together to prepare and submit a proper filing to correct the naming of the exclusive representative and the public employer in the certification relating to the Prospect Mountain High School bargaining unit. The Association should do likewise with respect to the Alton School (K-8) certification.

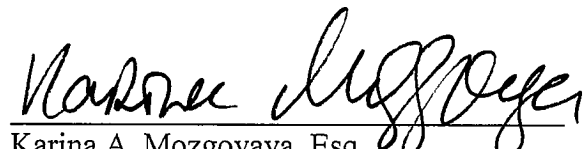
4. On February 10, 2011 the School Board filed an assented to motion to continue the adjudicatory hearing. The School Board's motion is granted. The adjudicatory hearing currently scheduled for March 3, 2011 is hereby cancelled. The date for the adjudicatory hearing shall be established by subsequent notice.
5. As discussed at the pre-hearing conference, the parties shall amend, exchange, and submit lists of witnesses containing the purpose of each witness' testimony on or before February 28, 2011.
6. The parties shall exchange and file their final witness and exhibit lists no later than 10 days prior to the date of hearing.
7. The parties shall prepare and file a final statement of stipulated facts no later than 10 days prior to the date of hearing.
8. The parties shall pre-mark exhibits by placing identifying markers in the upper right corner of each exhibit, if possible. To facilitate access to a particular exhibit, the parties shall use tabs to separate exhibits.

#### **HEARING**

The date for the adjudicatory hearing shall be established by subsequent notice. The time set aside for this hearing is 3 hours.

So ordered.

February 15, 2011

  
Karina A. Mozgovaya, Esq.  
Staff Counsel/Hearing Officer

Distribution:  
John Pennington, UniServ Director  
Kathleen Peahl, Esq.