



STATE OF NEW HAMPSHIRE
Public Employee Labor Relations Board

Milton Education Association, Affiliated with NHEA/NEA

v.

Milton School District

Case No. E-0213-1
Decision No. 2017-171

Pre-Hearing Memorandum and Order

Date of Conference: September 18, 2017

Appearances: Lauren Snow Chadwick, Esq., for the Complainant
Gordon Graham, Esq., for the Respondent

Background:

On August 18, 2017, Milton Education Association, affiliated with NHEA/NEA (Association) filed an unfair labor practice complaint under the Public Employee Labor Relations Act asserting that Milton School District (District) has violated RSA 273-A:5, I (a) and (e) when it unilaterally implemented a change to longevity pay eligibility. The Association alleges, among other things, that, contrary to the parties' practice, the changes to the longevity provisions were not highlighted in the District's bargaining proposal and that the District added the proposed language to the contract without the knowledge of the Association.

The District denies the charges and asserts, among other things, that it clearly identified the proposed change in its bargaining proposal, that the Association was aware of the proposed change during the negotiations, as well as during ratification and approval of costs, and that the Association ratified and signed the new agreement containing the changed longevity provision.

The District also claims that the Association failed to exhaust the contractual grievance procedure and that the Association's claims are barred by the statute of limitations under RSA 273-A:6, VII and by the doctrine of laches.

Issues for Determination by the Board

1. Whether the Association's claims are barred by RSA 273-A:6, VII and/or doctrine of laches.
2. Whether the District violated RSA 273-A:5, I (a) and/or (e).

Witnesses and Exhibits

As outlined in the parties' Joint Pre-Hearing Worksheet. Both parties reserve the right to amend their lists of witnesses and exhibits in conformity with Pub 203.01. It is understood that each party may rely on the representations of the other party that witnesses and exhibits appearing on their respective lists will be available at the hearing.

Decision

1. "Parties" means the Association, the District or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.
2. As discussed at the pre-hearing conference, a motion to dismiss, if any, shall be filed on or before September 22, 2017. An objection to the motion to dismiss, if any, shall be filed no later than September 29, 2017.
3. At the pre-hearing conference, the parties indicated that they intend to submit certain video recordings as exhibits. As discussed at the pre-hearing, any relevant video recording shall be transcribed and submitted in paper form.
4. The parties shall file a joint statement of stipulated facts and their final witness and exhibit lists no later than **September 22, 2017**.

5. The requirement that the parties file copies of proposed exhibits prior to the date of adjudicatory hearing is suspended. The parties shall not file, either electronically or via mail, proposed exhibits prior to the day of hearing. The parties shall pre-mark each exhibit by placing identifying markers in the upper right corner of each exhibit, if possible, and bring an original and five copies of each exhibit to the hearing. To facilitate access to a particular exhibit, the parties shall use tabs to separate exhibits.

Hearing

Unless otherwise ordered as a result of the filing of any subsequent motion, the adjudicatory hearing in this case will be held on **October 2, 2017 @ 8:30 a.m.**, at the offices of the PELRB in Concord. The time set aside for this hearing is 5 hours. If either party believes that additional time is required, a written notice of the need for additional time shall be filed with the PELRB at least ten days prior to the date of hearing.

So ordered.

Date:

9/19/17


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

Distribution: Lauren Snow Chadwick, Esq.
Gordon Graham, Esq.

