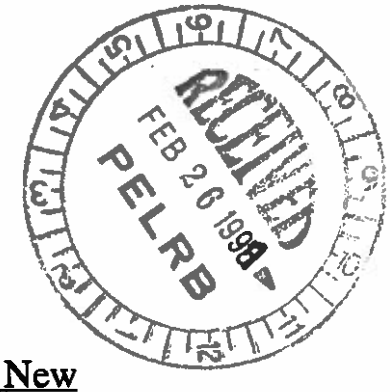
Appeal of Teamsters Local 633 of NH, Supreme Court No. 95-373 (February 24, 1997). Vacates & remands PELRB Decision No. 1995-025.



THE STATE OF NEW HAMPSHIRE

SUPREME COURT

In Case No. 95-373, Appeal of Teamsters Local 633 of New Hampshire, the court upon February 24, 1997, made the following order:

Having considered the briefs and oral arguments of the parties, the court concludes that a formal written opinion is not necessary for the disposition of this appeal. The Board of Mayor and Aldermen reviewed and approved the collective bargaining agreement (CBA), including article XXXX. Article XXXX states:

> This agreement shall be in full force and effect from May 1, 1992 to and including June 30, 1993 and shall automatically renew itself from year to year thereafter unless, prior to April 1, 1993, or any succeeding anniversary of such date, either party serves written notice on the other party that changes are desired therein or that it desires to terminate the agreement. In the event that either party terminates the agreement, all of the provisions of the terminated agreement shall remain status quo.

The public employee labor relations board (board) correctly found that the parties terminated the CBA effective June 30, 1993. It appears, however, that the board concluded, without further consideration of article XXXX, that the parties were thereafter required to maintain the "status quo" as that term has been judicially defined.

Parties to a CBA may avoid the judicially imposed "status quo" by including a "status quo" clause in the CBA in which they spell out the terms of the post-term relationship. Appeal of Alton School Dist., 140 N.H. 303, 316 (1995). Arguably, the second sentence of article XXXX is a "status quo" clause that defines "status quo" so as to require continued payment of the step and longevity increases in article XI during the "status quo" period. If so, it would represent a "cost item" that required "informed legislative ratification." Id. Assuming that it was properly ratified, then the fact that the Board of Mayor and Aldermen adopted a resolution on June 7, 1994, abolishing step and longevity increases for all city employees in the fiscal year 1995 budget would have no effect upon the city's obligation to pay step and longevity increases during the "status quo" period. See Appeal of City of Franklin, 137 N.H. 723, 730 (1993).

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In Case No. 95-373, Appeal of Teamsters Local 633 of New Hampshire, the court upon February 24, 1997, made the following order:

The meaning and effect of the second sentence of article XXXX, and whether it was properly ratified as a cost item, are questions to be answered by the board in the first instance, and we express no opinion thereon. Because it appears that the board may not have fully considered these issues, we vacate its decision and remand for further proceedings consistent with this order.

In light of our disposition of this appeal, we need not address the appellant's motion to strike.

Vacated and remanded.

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