



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Northumberland School District
v.
Groveton Teachers Association

Case No. T-0351

Decision No. 84-06

APPEARANCES

PELRB :

Robert E Craig, Chairman presiding. Members Russell Hilliard And Seymour Osman. Also present, Evelyn C. LeBrun, Executive Director.

Charles Micciche, Superintendent

DISTRICT: ASSOCIATION

John Fessenden, UniServ Director, William J. Joyce, Thomas Ordzie, Larry Guile.

BACKGROUND

The Northumberland School District (District) filed unfair Labor practice Charge against the Groveton Teachers' Association on September 20, 1983 alleging violations of RSA 273-A:5 II (c) (d) (f). Specifically, the district claims that the association in requesting it to pay the \$100 "contract negotiation fee" for Gail Hiltz would violate the contract which specifies that the association is responsible for collecting this fee [and, therefore, contrary to RSA 273-A:5 II (d)]: and further that the Association seeks to take action which causes the employer to discriminate against an employee [and, therefore, contrary to RSA 273-A:5 II (c)].

The Association denies any breach of RSA 273-A and further argued it is simply following a court order in this matter, ending out of the following sequence of events:

October 1982: Gail Hiltz, a kindergarten teacher, refused to pay the administration fee called for in the master agreement;

March 26 1983: The Association went to small claims court to recover its fee from Ms. Hiltz. The Judge ruled that the School Board was responsible for paying the fee despite arguments against this by NEA Attorney Richmond. At this point, Attorney Richmond informed the Superintendent that they would not collect the fee and would persue the matter to the Supreme Court.

July 1983: The court reminded the School Board that the issue was not closed. On July 15, 1983 the matter was turned over to the Board's Attorney, Jay Boynton.

August 1983: The Association told the Superintendent that their treasury was low and they would like to get the \$100 fee from the School Board as per the court order.

September 1983: After several exchanges between Attorney Boynton, the Superintendent and the court, the Board filed

A hearing was held at the PELRB office in Concord on January 5, 1984 and all parties were represented.

FINDINGS OF FACT AND RULINGS OF LAW

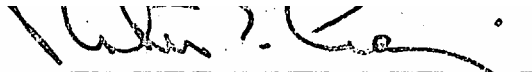
At hearing, the Board reiterated its arguments that in seeking to collect the "contract administration fee" the Association was trying to force the Board to violate the contract and RSA 273-A.

At hearing it was clear the Association did not ask the Board to pay the fee this was the result of the judge's ruling.

The Association did not seek to violate any portion of the contract but simply to collect its "contract administration fee" from the employee.

DECISION

The PELRB does not find the Association has committed an unfair labor practice. The complaint is hereby dismissed and in accordance with the School Board's instructions, the \$100 placed in escrow with the PELRB is ordered sent to the Association.

  
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Robert E. Craig, Chairman

Signed this 12th day of January, 1984.

By unanimous vote. Robert E. Craig, Chairman presiding. Members Seymour Osman and Russell Hilliard present and voting. Also present, Evelyn C. LeBrun, Executive Director.