# State of New Hampshire

## PUBLIC EMPLOYEE LABOR RELATIONS BOARD

HOLLIS EDUCATION ASSOCIATION, NEA-NEW HAMPSHIRE :

                                            :
                    Complainant             :           CASE NO. T-0234:3
                                            :
        v.                                  :
                                            :           DECISION NO. 84-48
HOLLIS SCHOOL BOARD                         :
                                            :
                    Respondent              :
                                            :

## APPEARANCES

<u>Representing Hollis Education Association, NEA-New Hampshire</u>

        W. Craig Farrell, UniServ Director

<u>Representing Hollis School Board</u>

        Bradley F. Kidder, Esq.

<u>Also in attendance</u>

        Helen Melanson          Donna Radziewicz          Mary Vallier-Kaplon
        Carolyn Dorr            Phil Dahlinger

## BACKGROUND

The Hollis Education Association, NEA-New Hampshire (Association) filed unfair labor practice charges against the Hollis School Board (Board) on November 8, 1983. The Association alleged violations of RSA 273-A:5 I (a), (b), (c), (e), (g) and (i) charging that the Board refused to negotiate with the NEA-New Hampshire representative chosen by the Association.

The Board answered that it denied the charge, pointing out it had notified the Association of its willingness to bargain but later advised the Association of its desire to abide by the language of the negotiated contract in force (which expires on June 30, 1984) which prohibits the use of "outside consultants" in the actual negotiation sessions unless mutually agreed upon. Subsequent discussions between the Board's representative and the Association president failed to resolve the matter and on or about November 1, 1983, the Association president filed a grievance under the contract provisions (which ultimately provides for advisory grievance arbitration), which action has been stayed by these proceedings before PELRB.

A hearing was held at PELRB offices in Concord on February 2, 1984 with all parties represented.

## FINDINGS OF FACT AND RULINGS OF LAW

The Board's attorney moved that PELRB dismiss the complaint on the grounds that the grievance process had not been exhausted citing several PELRB decisions (#80-17, 80-23, 81-69, 82-22 and 83-21). To this effect, the motion was argued and taken under advisement.

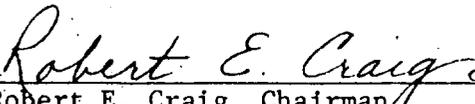We find that Article II of the current contract, which expires June 30, 1984, states that:

> "The Board will be represented by no more than two Board members and possibly a representative of the Superintendent's office. The Association will be represented by no more than six Association members, two from each building, one of whom may be the president of the Association. Resource persons, if mutually agreed upon by both parties, may also be included in these discussions."

This language, argued the Board, was continued in this contract from previous ones and merely constitutes an agreement to keep the negotiations "local" and was agreed to and should be controlling in this case. The Association argued that the clause, in limiting the Association's rights to representation under RSA 273-A is illegal and, therefore, invalid. The Board argued that the Association negotiated these conditions and had a right to do so and must abide by them.

We find the argument of the Board to be most persuasive. RSA 273-A:11, I (a) clearly establishes the rights of the exclusive representative of a certified bargaining unit as "the right to represent employees in collective bargaining negotiations...". We find that the Association must have the right, within the limits of law, to choose their representatives and in so doing are exercising their rights under RSA 273-A. In argeeing with the Board to limit their negotiators to certain people while excluding others the Association was exercising its rights under the law and this section of the contract is perfectly legal under RSA 273-A. The Association or the Board has the right to agree or not on who shall be the negotiators in any given contract negotiation.

## DECISION AND ORDER

(1) The PELRB does not find an unfair labor practice committed in this case;

(2) The PELRB orders the parties to continue negotiations.

Robert E. Craig, Chairman

Signed this 31st day of May, 1984.

By unanimous vote. Chairman Craig presiding. Members Russell Hilliard and Richard Roulx present and voting. Also present, Evelyn C. LeBrun, Executive Director.