



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

WINNISQUAM REGIONAL TEACHERS
ASSOCIATION, NEA-N.H.

Complainant

v.

WINNISQUAM REGIONAL SCHOOL
BOARD

Respondent

CASE NO. T-0261:3

DECISION NO. 84-91

APPEARANCES

Representing Winnisquam Regional Teachers Association, NEA-N.H.
James Allmendinger, Esq., Counsel for NEA-New Hampshire
Wally B. Cumings, UniServ Director, NEA-New Hampshire

Representing Winnisquam Regional School Board
Bradley F. Kidder, Esq.

Also in Attendance

Fokion Lafionatis, Superintendent
Susanne Price
Daniel Stockwell
Kathryn Harper
Stephen Tessler
James L. Burke
Harry Gale

BACKGROUND

On February 14, 1984 the Winnisquam Regional Teachers Association, NEA-New Hampshire (Association) filed improper practice charges against the Winnisquam School Board (Board) and its agents claiming the Board has violated RSA 273-A:5, I (a), (e), (g), (h) and (f). The Association claims that the Board has failed to bargain in good faith "by unlawfully placing a separate warrant article specifically dealing with teachers' salaries before the school district voters during the second year of a multi-year collective bargaining agreement which is binding on the parties for a three-year period" (agreement runs from July 28, 1983 to August 31, 1986). The Association alleges that in the past the salaries for multi-year agreements were included in the total budget, and that for 1984 to have a separate warrant article for salaries will place the negotiated salary increases

"at risk and subject to improper reduction..." at the district meeting, constituting an example of "...bad faith bargaining..." and a breach of the collective bargaining agreement with regard to the teachers' salaries in the second and third years. The Association further argues that submitting such articles, when a multi-year agreement exists, will diminish the desire of employees to enter into multi-year agreements knowing they can be jeopardized at any point yearly.

The School Board responded to the charges by denying any breach of RSA 273-A: agreeing it signed a multi-year agreement on July 28, 1983 (to run to August 31, 1986); agreeing it did submit a warrant article to the 1984 Annual School District meeting, which submits to the legislative body for approval the cost items agreed to through negotiations (as required under RSA 273-A:3 II (b) and RSA 273-A:5, I (e)); denying any greater "risks" since previously such articles have been passed; and, finally denying that this procedure would "erode" the legislative intent of RSA 273-A Et Seq.

After many attempts to schedule hearings on the complaint, a hearing was held on October 11, 1984 and continued on October 25, 1984 at the PELRB's offices in Concord, N.H. with all parties represented.

FINDINGS OF FACT AND RULINGS OF LAW

At a short hearing on October 11, 1984 the Association raised additional arguments and was given permission to file amendment(s) to its complaint and did so on October 15, 1984.

The Association's amendment to its complaint alleged that in the Spring of 1979, the School Board and the Association agreed that negotiated wage increases contained in agreements "...previously approved by the School Board, the voters, and the Association would not be submitted..." to district meetings as separate warrant articles. The School Board denied that any such agreement was ever reached and denied any other breach of RSA 273-A.

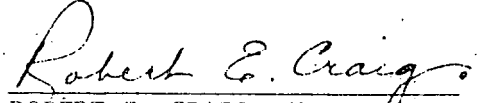
At the hearing held on October 25, 1984 lengthy testimony was heard concerning the "agreement" not to list teachers' salaries separately at district meetings, but while a variety of points of view were heard from, no clear cut agreement was revealed in any written form nor in any clear oral form either.

Also at the October 25th hearing, extensive testimony and argument was heard concerning the necessity of introducing separate warrant articles for teachers' salaries involving multi-year contracts, with some holding that it deemed necessary and, others disagreeing and pointing out that in the past this salary money was put into the total budget or "cost article". PELRB is persuaded that the inclusion of the additional cost items in a separate warrant article is not required by section RSA 273-A:3, II (b) "only cost items shall be submitted to the legislative body..., or RSA 273-A:5, I (e)...the failure to submit to the legislative body any cost item agreed upon in negotiations." The law requires that cost items be submitted but the format is not specific. The cost items may be submitted in a way which is deemed appropriate. In short, the format of the submission of the cost items is discretionary.

Since in past practice many cases can be found where separate articles have been passed or where "cost items" articles have been altered, the PELRB declines to find that separate articles per se constitute an unfair labor practice in multi-year contracts.

DECISION

The PELRB does not find an unfair labor practice has been committed in this case and orders the complaint dismissed.


ROBERT E. CRAIG, Chairman

Signed this 17th day of December, 1984.

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