



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

GROVETON TEACHERS' ASSOCIATION/
NEA-NEW HAMPSHIRE

Complainant

v.

GROVETON SCHOOL BOARD

Respondent

CASE NO. T-0268:9

DECISION NO. 88-51

Representing Groveton Teachers' Association/NEA-New Hampshire:

John Fessenden, UniServ Director NEA
William L. Joyce, President GTA
Richard P. Merrill, Teacher Groveton High School

Representing Groveton School Board:

Jay C. Boynton, Esq., Counsel
Warren E. Bouchard, Superintendent

BACKGROUND

On April 13, 1988 the Groveton Teachers' Association (Association), NEA-NH filed charges against the Groveton School Board (Board) alleging a violation of 273-A:5, I, a, e, in that the superintendent of schools, Warren Bouchard, distributed copies of an agreement which had been reached between the parties on February 2, 1988 for the school year 1988-89 prior to the signing of the agreement. The charge alleges that such actions prejudiced the Association and interfered with the orderly and harmonious collective bargaining negotiations; specifically because the Association members had not seen the final version of the contract. The charge also states that Superintendent Bouchard was in error in releasing the contract under the "Right-To-Know" law in New Hampshire and that such release was contrary to past practices.

Hearing in the matter was held at the PELRB offices on June 14, 1988.

Both parties agreed to the following stipulations at the opening of the hearing:

- (1) The tentative agreement was signed by the parties on September 23rd, 1987 and on October 15th, 1987.
- (2) The contract had been ratified by the teacher representatives on November 10th.
- (3) A public announcement by both parties followed on approximately November 18th.

- (4) On or about December 4th, the Superintendent received a request from a citizen, not involved with the school board or association, for a copy of the agreement. He contended that in view of the public announcements, he was entitled to a copy of the agreement under the New Hampshire "Right-To-Know" law, RSA 91-A.

Fessenden on behalf of the Association argued that the negotiating process was not subject to a public's Right-To-Know law but rather was controlled by the actions of the parties in their negotiated agreement.

Richard P. Merrill a teacher in the Groveton School System, Chairperson for the teachers negotiation team, testified that negotiations started in June, 1987 and that a tentative agreement was reached in the Fall of '87. The agreement was ratified the 10th of November 87. He also testified that the tentative agreement had been entered into by the negotiation teams with certain changes being made to that agreement by two individuals, representatives for the Association and the School Board and that the changes were but minor telephonic changes to the language.

Mr. Merrill further testified that under the ground rules which had been adopted and submitted as evidence at the hearing indicated that they had mutually agreed to make mutual press release, and that a release had been made in the local newspaper about the successful negotiations and the fact that the teachers' association had voted to ratify the contract. This newspaper article was released by Carol Frizzell a member of the Association who at the time had given little consideration to the requirement for joint releases. Testimony indicated that there was some confusion and misunderstandings over the release made to the Coos County Democrat, the local newspaper, however, evidence revealed that any statements contained therein were basically factual.

Testimony from the Association was that while generally negotiations had progressed harmoniously and exceptionally well for the District, that the early release of the contract prejudiced the teachers or at least clouded their position with respect to the successful negotiations. It appeared that the release had been made prior to the final development of the contract language in its very specific detail. Further testimony indicated that the teachers had only seen the tentative agreement and had not yet seen the completed language-perfect final document.

William Joyce, a teacher in the Groveton School District, Chairman and President of the Groveton Teachers Association, had attempted to secure a copy of the agreement on several occasions. He did not receive a final copy of the total contract until after the Annual School District Meeting in March of 1988. It was evident that there was a desire on the part of the Superintendent to have the language of the contract letter and grammatically perfect so as not to reflect improperly on his office.

The superintendent was reluctant to make distribution of the contract prior to the final completion of the specifics and its final funding at the school district meeting.

There was substantial testimony surrounding the early release of the document which was unsigned. Witness Merrill testified that he was aware that the publication was going out and he was aware of the ground rules.

PELRB Member Anderson inquired as to why objection had not been made prior to the release and Merrill's response was that they believed that the content of the release was factual but the day after the release he indicated to the individual releasing the article that it should not have been done.

The superintendent offered testimony on the history of the negotiations and the release of the tentative agreement to the Press. That the negotiating team had signed the first tentative agreement on September 23rd; that during the course of negotiations they pretty much met on a weekly basis; and, that they concluded negotiations on January 15th, 1987. The teachers had originally ratified the contract on November 10th, 1987 or at least a tentative agreement. Superintendent Bouchard testified that he received a request in writing from a citizen, Mr. Doyle, on December 31st for a copy of the agreement and he did not respond immediately. He subsequently received a second letter from Mr. Doyle who indicated he had a right to receive this material as it had been announced in the press and that made it a public document. By the time this request was made, the superintendent's office was in the process of correcting the agreement and making appropriate agreed upon changes. He further testified that it was in mid January that a copy of the final agreement went to Mrs. Frizzell and that he hesitated to release the document to Mr. Doyle because it had not been finally reduced to writing and reviewed by the parties to the tentative agreement. Prior to releasing the information to Mr. Doyle, Bouchard talked to the District's counsel, Attorney Boynton, who indicated he felt there was some responsibility under the public's Right-To-Know in this particular case and saw no real harm to either party in the release of the document.

The hearing and testimony reduced to a simple statement of the concern follows;

- (1) The Association in its alleged unfair labor practice charge is attempting to secure specific dates from PELRB as to when information regarding negotiations can become public.
- (2) Testimony revealed that for the first time in their history of negotiations the parties to the contract in question had developed one of the best relationships ever existing in the labor relations field between these two parties.

FINDINGS OF FACT AND RULINGS OF LAW

After reviewing the oral and written testimony this board finds that;

- (1) The Groveton School District did not engage in an unfair labor practice.
- (2) Misunderstandings took place as to the individual responsibilities and compliance with the ground rules adopted prior to the commencement of negotiations.
- (3) The parties are responsible for date setting dates of release of information in conjunction with negotiating ground rules.
- (4) No intent on the part of anybody to embarrass or in any way prejudice the public or any participant to the negotiations.

ORDER

The Board declines to set specific dates relative to release of documents resulting from negotiations but refers to that matter to the parties in question to act specifically in this area. Further the Board finds the charge of unfair labor practice not substantiated and DISMISSES the complaint.


EDWARD J. HASELTINE
Chairman

Dated this 7th day of July, 1988.

By unanimous vote: Chairman Edward J. Haseltine presiding. Members James C. Anderson and Seymour Osman present and voting. Also present, Executive Director, Evelyn C. LeBrun.