



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

NEWFOUND AREA TEACHERS ASSOCIATION,
NEA-NH/NEA

Petitioner :

v. :

NEWFOUND SCHOOL BOARD and GEORGE
CORRETTE, In his capacity as Supt. :

Respondents :

CASE NO. T-0270:11

DECISION NO. 90-59

APPEARANCES

Representing the Newfound Area Teachers Association:

Jan Paddleford Loto, UniServ Director

Representing the Newfound School Board and Supt. Corrette:

Gary W. Wulf, Consultant

Also in attendance:

George A. Corrette, II, Superintendent

Robert B. Simpson, School District

William T. McLane, NATA

Wally Cumings, NEA-NH/NEA

Nils Larson, School Board

BACKGROUND

The Newfound Area Teachers Association (hereinafter NATA) filed unfair labor practice charges against the Newfound School Board and George Corrette, in his capacity as Superintendent (hereinafter District) for refusing to bargain in good faith over wages of new hires, hereby unilaterally changing the terms and conditions of employment during the NATA's attempt to negotiate a successor agreement with the District, in violation of RSA 273-A:5, I (a), (c), (e) and (h).

NATA alleges that the District did assign wages to new hires, who were not yet members of the certified unit, higher than those assigned to equally experienced incumbent unit employees and by withholding negotiated salary increments in violation of the CBA, and by so doing, disadvantaging employees and the position of the organization in negotiations.

The District argued that new hires were not members of NATA, therefore it could offer higher wages to prospective employees.

Hearing in this matter was held in the PELRB office, Concord, on February 22, 1990 with all parties represented.

FINDINGS OF FACT

1. The contract language specifically states that "steps on the salary schedule equal years of teaching experience with the minimum step given for less than two years of teaching experience."
2. The continuing employees were offered contracts for the '89-'90 school year for the same salary level-funded for the '88-'89 school year.
3. The existing agreement was still in effect ('88-'89) when new hires for the '89-'90 school year were placed on the salary schedule based on their total years experience while the incumbent teachers remained at the level-funded '88-'89 schedule.
4. New hires automatically become part of the bargaining unit upon hire and covered under the current CBA.
5. The same situation occurred in 1984 and after discussion and meetings between the Superintendent and members of NATA, returning teachers were granted increments.

DECISION AND ORDER


After careful consideration of all testimony and exhibits presented at hearing, PELRB finds the Newfound School Board and Superintendent Corrette guilty of improper practice in violation of RSA 273-A:5, I, by issuing contracts to new hires at a higher step than incumbent teachers with the same number of years of experience.

The District is HEREBY ORDERED to immediately CEASE AND DESIST hiring new teachers on a higher salary schedules than returning teachers and to treat "all" teachers the same now and in the future.

The District is also ORDERED to post this order in all schools and the administrative building for a period of not less than thirty (30) days after the beginning of the '90-'91 school year.

Compliance to this order, in writing, should be submitted to PELRB no later than October 6, 1990.

Signed this 19th day of July, 1990.


JACK BUCKLEY, Chairman

By unanimous vote. Alternate Chairman Jack Buckley presiding. Members James C. Anderson and Seymour Osman present and voting.
(Decision made prior to the replacement of Mr. Anderson on the Board)