



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AMERICAN FEDERATION OF TEACHERS	:	
	:	
Petitioner	:	
	:	
v.	:	CASE NO. M-0663
	:	
RAYMOND SCHOOL ADMINISTRATIVE	:	DECISION NO. 92-132
UNIT #33	:	
	:	
Respondent	:	
	:	

APPEARANCES

Representing American Federation of Teachers:

Emmanuel Krasner, Esq, Counsel
Judith Lavoie, Representative

Representing Raymond School Administrative Unit:

Robert Leslie, Esq., Counsel

Also appearing:

Kenneth Severson, Superintendent
Tony Ricci
Mary Brackett
Deborah Kirkorian
Ann M. Gove
Sandra Lee Ellis
Susan Boroskas
Kathleen Sargent

BACKGROUND

On March 31, 1992, the American Federation of Teachers filed a Petition for Certification for the following full-time and regular part-time non-professional employees of the Raymond School District and SAU No. 33: secretaries & clerks (14), financial personnel (2), custodians and maintenance employees (16), aides inclusive of teacher aides, library aides, special education aides

and mobility aides (29), nurse's aide (1), cooks and bakers (15) and cafeteria workers (5). No specific exclusions for confidential or supervisory employees were noted or agreed on that petition. Raymond School Administrative Unit No. 33 filed an Exception to Petition for Certification on April 27, 1992 claiming confidential [273-A:1, IX (c)] exclusion for four (4) positions (Secretary to the Superintendent, Secretary to the Assistant Superintendent, Financial Supervisor and Financial Assistant) and supervisory [273-A:8 II] exclusions for eight (8) positions (maintenance supervisor, three head custodians, food service director and three cafeteria managers). This matter was heard by the undersigned hearing officer on June 25, 1992. The hearing proceeded only as to the twelve positions noted above which are being challenged by the employers.

FINDINGS OF FACT

1. The Raymond School District is the sole entity in Raymond School Administrative Unit No. 33. Petitioned for employees are employed either by the District or the SAU.
2. The Secretary to the Superintendent reports directly to the Superintendent, is paid hourly, works at the SAU building, and is required to support the Superintendent's efforts during collective negotiations. She would be responsible for providing secretarial help to the Superintendent during the course of the collective bargaining process. Thus, she is a confidential employee within the meaning of RSA 273-A:1 IX (c).
3. The Secretary to the Assistant Superintendent reports to the Assistant Superintendent, is paid hourly, and works in the SAU building. Since the Assistant Superintendent deals with teacher negotiations, his secretary has access to and deals with matters of negotiations in their formulative stages, including the costing of proposals. Thus, she is a confidential employee within the meaning of RSA 273-A:1 IX (c).
4. The Financial Supervisor is salaried, reports to the Superintendent, works at the SAU building, and is equivalent to a business manager for the school department. This position provides financial analysis of labor relations proposals, monitors budget expenditures, and supervises the Financial/Assistant to the Financial Supervisor. The position is excluded both as confidential and supervisory.
5. The Financial Assistant/Assistant to the Financial

Supervisor reports to and was hired subject to the recommendation of the Financial Supervisor, is paid hourly, and works at the SAU building. This position has a peripheral relationship, at best, to the collective bargaining process with no set or anticipated frequency of involvement with generating or evaluating bargaining proposals. It qualifies for neither a confidential nor a supervisory exclusion.

6. The Maintenance Supervisor, who reports to the Superintendent, works in and about all buildings of the SAU. In the course of his duties to oversee or supervise fifteen (15) custodians and head custodians, he performs various managerial functions which include recruiting and screening of applicants, performing evaluations, and making recommendations as to hirings and dismissals (which are not necessarily followed). He acts as a supervisor within the meaning of RSA 273-A:8 II through the "significant exercise of discretion" and should be excluded from the unit.
7. The Food Service Supervisor reports to the Superintendent, is paid a salary, works from the high school building but visits other buildings on a daily basis, and has nineteen (19) subordinate employees in the positions of Cafeteria Managers and cafeteria workers (inclusive of cooks and bakers) who are hourly paid. She advertises for, screens, evaluates (initially and periodically), and recommends for hiring. She acts as a supervisor within the meaning of RSA 273-A:8 II through the "significant exercise of discretion" and should be excluded from the unit.
8. The Head Custodians (3) and Cafeteria Managers (3) are found in each of three buildings and report to the Maintenance Supervisor and the Food Service Supervisor, respectively. They act in "working" capacities, performing the same duties as co-workers who are custodians and cafeteria employees. They are paid on an hourly basis and have no history of exercising "significant" discretion within the meaning of RSA 273-A:8 II. These positions should be included in the bargaining unit.

DECISION AND ORDER

A bargaining unit is hereby created consisting of secretaries and clerks, assistant to the financial supervisor, custodians and head custodians, aides (teacher, library, special education and mobility), nurses' aide, cafeteria workers (inclusive of cooks and bakers), and cafeteria managers.

EXCLUDED: Secretary to the Superintendent, Secretary to the Assistant Superintendent, Financial Supervisor, Maintenance Supervisor and Food Services Supervisor.

An election should be held by PELRB in accordance with RSA 273-A:10 and PELRB Rules and Regulations as expeditiously as possible.

So ordered.

Signed this 29th day of JULY, 1992.


EDWARD J. HASELTINE
Hearing Officer