



State of New Hampshire  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Hinsdale Support Staff Association/NEA-NH

Complainant

v.

Hinsdale School District

Respondent

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Case No: E-0029-1

Decision No. 2006-146

PRE-HEARING MEMORANDUM AND ORDER

BACKGROUND

The Hinsdale Support Staff Association/NEA-NH, (hereinafter "the Association") filed an unfair labor practice complaint on August 7, 2006 alleging that the Hinsdale School District, (hereinafter "the District") committed unfair labor practices in violation of RSA 273-A:5 I (a), (b), (c), (g) and (h). The complaint concerns Rosamund Blouin, an instructional assistant and a former member of the summer kitchen staff. The Association states that Ms. Blouin currently serves as co-president of the Hinsdale Support Staff Association and she served as a negotiator during the last round of bargaining. According to the Association, the District improperly eliminated kitchen work hours for Rosamund Blouin in the summer of 2006 and thereby deprived her of medical benefits. The Association contends that the reduction in hours constitutes discrimination or reprisal for Ms. Blouin's union activity.

As remedies, the Association requests that the PELRB order the District to (1) cease it's unlawful treatment of Ms. Blouin and reinstate her to her summer position for the following year; (2) compensate Ms. Blouin for the loss of hourly wages and medical and dental insurance for 2006-07 and the future; and (3) grant such other relief as its deems just and equitable.

The District filed its Answer on August 22, 2006 wherein it denied all of the Association's charges. The District states that it properly exercised its management rights pursuant to Article II of the parties' CBA, which provides that "...the determination of educational policy, the operation and management of schools, the supervision and direction of the staff are vested exclusively in the (School) Board." The District contends that the reduction in Ms. Blouin's hours was the result of changes stemming from the creation of a nutritional supervisor position, a process started in the fall of 2004. According to the District, in March, 2005 the nutritional supervisor position was amended to add responsibility for the summer lunch

program. As a result, Ms. Blouin's summer kitchen duties and a portion of the head cook's school year duties were merged into the nutritional supervisor position, thereby eliminating the need for Ms. Blouin to continue to operate the summer lunch program. An unintended consequence was Ms. Blouin's ineligibility for medical benefits.

Accordingly, the District requests that the PELRB (1) deny the request of the Association for a finding of an unfair labor practice; (2) find that the District has acted appropriately and in accordance with the parties' CBA and state law; and (3) grant such other relief as it deems just and equitable.

A pre-hearing conference before the undersigned Hearing Officer was conducted on September 12, 2006 at the PELRB offices, Concord, New Hampshire. It appears the parties should be able to stipulate on a number of facts, including a time line detailing events such as the creation of and amendments to the nutritional supervisor position and Ms. Blouin's demand for and receipt of medical benefits.

#### PARTICIPATING REPRESENTATIVES

For the Association: Mary E. Gaul, UniServ Director

For the District: Matthew Upton, Esq.

#### ISSUES PRESENTED FOR BOARD REVIEW

- (1) Did the District assign to the nutritional supervisor position responsibility for the summer lunch program in order to reduce Ms. Blouin's hours and make her ineligible for medical benefits because of Ms. Blouin's union related activities and thereby commit an act of discrimination or reprisal in violation of RSA 273-A:5 I (a), (b), (c), (g) and (h)?

#### WITNESSES

For the Association:

1. Rosamund Blouin
2. Roxann Leclair, member negotiation team.

For the District:

1. Margaret Sullivan, Assistant Superintendent of Schools.
2. Rebecca Cummins, Principal.
3. Ann Dioro, Administrative Assistant to Ms. Sullivan.
4. Wayne Temmen, member School Board.

Both parties reserve the right to amend their List of Witnesses in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. It is understood that each party may rely on the representations of the other party that witnesses appearing on their respective list will be available at the hearing.

#### EXHIBITS

Joint Exhibits:

1. Collective bargaining agreement

For the Association:

1. Bargaining Notes and Proposals

For the District:

1. Hinsdale School Board Minutes
2. Job Descriptions

Both parties reserve the right to amend their List of Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is understood that each party may rely on the representations of the other party that the exhibits listed above will be available at the hearing.

#### LENGTH OF HEARING

The time set aside for this hearing will be one-half (½) day. If either party believes that additional time is required, written notice of the need for additional time shall be filed with the PELRB at least twenty (20) days prior to the date of the evidentiary hearing.

#### DECISION

1. The parties' representatives shall meet, or otherwise confer, on or before September 30, 2006, in attempt to reach a stipulation on presenting the instant case by written submission, or, in the alternative, without the need for formal testimony. In the event that agreement is reached to submit the case by written submission, the parties shall forthwith file a joint statement indicating such agreement and include a proposed schedule for the parties' filings.

2. If the matter is to proceed to a hearing before the Board, the parties' representatives shall meet, or otherwise confer, on or before September 30, 2006 in order to compose a mutual statement of agreed facts. The parties' representatives shall memorialize those facts upon which they can so stipulate and file that document with the PELRB at the time written submissions are filed, or least five (5) days prior to the date of the hearing, as the case may be.

3. The party representatives shall forward any amendments to, or deletions from, their Witness and Exhibit lists, as detailed above, to the opposing representative or counsel, and to the PELRB, at least five (5) days prior to the scheduled hearing date. The party representatives shall meet, or otherwise arrange, to pre-mark any exhibits, for identification, prior to the time of hearing and have sufficient copies available for distribution at the hearing as required by Pub 203.02.

4. The parties shall file any additional preliminary, procedural or dispositive motions no later than twenty (20) calendar days prior to the scheduled hearing date.

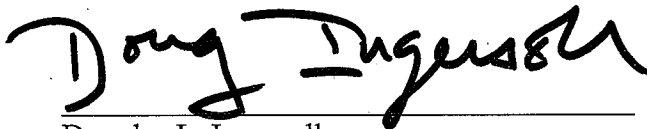
3. Unless otherwise ordered as a result of the filing of any subsequent motion or for other good cause shown, an evidentiary hearing between the parties will be held on:

**October 19, 2006 @ 9:30 AM**

at the offices of the Public Employee Labor Relations Board, Concord, New Hampshire.

So ordered.

Signed this 12<sup>th</sup> day of September, 2006.



Douglas L. Ingersoll  
Staff Counsel/Hearing Officer

Distribution:

Mary E. Gaul, UniServ Director

Matthew Upton, Esq.