

**Farmington Education Support Professional United/NEA-NH v. Farmington School District**, SAU #61, Decision No. 2014-068 (Case No. E-0047-4).

**Background:** The Union filed an unfair labor practice complaint claiming that the District violated RSA 273-A:5, I (a), (b), (d), & (e) when, among other things, it prohibited bargaining unit employees from utilizing school email for Union business, questioned the Union's right to file grievances and to utilize certain Union representatives during bargaining, denied an employee's request to have a Union representative present during a questioning by the Superintendent, and threatened the Union President with unspecified reprisals for attempting to help one of the bargaining unit members with her FMLA request. The District denies the charges and claims that its representatives had done nothing improper in their interaction with bargaining unit employees and otherwise acted consistent with their managerial prerogative and rights.

**Decision:** The PELRB found that the District committed an unfair labor practice when the Union President was pulled from the class into the hallway where the Superintendent attacked and criticized the Union because the Superintendent used his position and authority, a lack of notice, and the fact that the encounter was taking place in the hallway right outside the classroom to intimidate and threaten the Union President. The District committed an unfair labor practice when the Superintendent surprised and confronted a Union negotiation spokesperson and tried to convince her not to involve a UniServ Director in negotiations because the Superintendent was interfering with a basic employee right of fair and meaningful participation in the collective bargaining process, including the right to have assistance from a representative of the duly certified employee organization at the bargaining table without having to face or endure argument, resistance, or intimidation by the public employer. The Superintendent was also attempting to dominate and interfere with administration of the Union; and his conduct and statements also represented a violation of the District's good faith bargaining obligations. The District also committed an unfair labor practice during two incidents involving interactions between the Superintendent and others where the Union's right to file grievances was discussed and/or referenced because the Superintendent attempted to discourage the Union and its representatives from raising and pursuing a legitimate workplace issues.

The Union's claim based on the Principal's actions during the school meeting was dismissed because there was insufficient evidence to find that a violation of any of the cited provisions of RSA 273-A:5, I occurred. The administration had a legitimate interest in regulating the school environment and school officials were entitled to hold employee meetings to discuss such matters. With respect to the FMLA incident, there was insufficient evidence to find that the District committed an unfair labor practice based upon the information provided, and this claim was also dismissed.

***Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon***

*in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.*