



NH Supreme Court declined appeal of this decision on July 26, 1995, NH Supreme Court Case No. 95-025.

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

HINSDALE SUPPORT STAFF ASSOCIATION/
NEA-NEW HAMPSHIRE

Petitioner

and

HINSDALE SCHOOL DISTRICT

Respondent

CASE NO. M-0704

DECISION NO. 94-76

APPEARANCES

Representing Hinsdale Support Staff Association/NEA-NH:

Mary E. Gaul, UniServ Director

Representing Hinsdale School District:

Harry Gale, Chief Negotiator

Also appearing:

- Michael D. Abbott, Hinsdale High School
- David Sicard, Hinsdale Elementary School
- Ann L. Boyd, Hinsdale Elementary School
- Rose Baker, Hinsdale Elementary School
- Martha Bernard, Hinsdale Elementary School

BACKGROUND

The Hinsdale Support Staff Association/NEA-New Hampshire filed a petition for certification of a thirty-six (36) member bargaining unit on March 31, 1994. The bargaining unit was to consist of the following positions: custodians (6), food service employees (9), secretaries (5), aides (15) and library clerk/aide (1). The Hinsdale School District filed its response on April 18, 1994 objecting to the inclusion of the following positions: matron, assistant food service manager, food service manager, secretary to the high school principal, secretary to the elementary school

principal and tutor. A hearing was held before the undersigned hearing officer on June 6, 1994. The parties stipulated to the deletion of the job titles of matron and tutor since neither position remained within the support staff.

FINDINGS OF FACT

1. The Hinsdale School District is a public employer of teachers and support staff within the meaning of RSA 273-A:1 X.
2. Ann L. Boyd has been employed as the secretary to the elementary school principal, David F. Sicard, for four (4) years. She processes teacher contracts and types such documents as discipline memos. She works with confidential information such as evaluations. She has never been asked to type a bargaining unit proposal or counter-offer for the teachers union within the school. She knows that she has access to confidential information which she does not share with the teachers union.
3. Michael Abbott, high school principal, testified that his secretary types from his handwritten copies. She handles all correspondence including employee discipline matters. She processes contracts and pay matters. She handles employee grievance records and types correspondence with the lawyer for the bargaining unit. This includes correspondence relating to negotiations though she has never typed a bargaining proposal. Mr. Abbott testified that his secretary's discretion and ability to keep confidences is a most valuable attribute. He said that, should this position be included within the bargaining unit, the efficiency of his office would be affected.
4. Rose Marie Baker was hired by Mr. Sicard to be food service manager during the summer of 1993. She has a one-hundred and eighty (180) day contract rather than a full year contract. She does not have the authority to hire or fire food service employees though she makes recommendations to Mr. Sicard regarding hiring and she does have some control over the substitute employee list. She does not discipline employees but informs Mr. Sicard of problems. Evaluations of employees were not part of her job until April. At that time, Mr. Sicard had her draw up a job description for food service manager. Shortly afterward, she was given a role in evaluating employees. Essentially, her job is managing the

kitchen and overseeing the work of two (2) head cooks, two (2) assistant cooks, two (2) salad bar workers, a baker and the assistant manager. Her job includes scheduling and reviewing staff hours, responsibility for the quality of the food, cleanliness and condition of the kitchen, ordering materials and instructing on the preparation of new items on the menu.

5. Martha Bernard was food service manager for thirteen (13) years and was made assistant food manager in September 1993. Her prior position she was as a one-hundred and eighty-five (185) day employee while the other workers were one-hundred and eighty (180) day employees. She received Blue Cross/Blue Shield health insurance and other benefits for thirteen (13) years because she worked thirty-five (35) hours a week. Mr. Sicard testified that, during the 1992-93 school year, he had learned that Mrs. Bernard was considering retirement. He was dissatisfied with her willingness to make changes that he recommended and so he hired in another food service manager and created the position of assistant food service manager for a one year period of transition. He stated that he had no intention of maintaining the assistant food manager position as a permanent position. Mrs. Bernard testified that she had no intention of retiring. Rose Marie Baker stated that she had no knowledge of the assistant manager position being temporary until after April when the evaluation forms were prepared. Employees who work thirty-two (32) and a half hours a week or less in the food program do not receive benefits.

DECISION AND ORDER

The two (2) secretarial positions are contested as confidential to management and therefore inappropriate for membership within the bargaining unit. The City urges exclusion of the food service manager on the basis of the supervisory nature of the duties. The assistant food manager position is urged excluded since it is scheduled to be eliminated. Considering that position first, it shall be included in the bargaining unit since the position is existing and was filled at the time the petition was filed, the time relevant to the question of inclusion in the bargaining unit. At the time of the hearing, the position continued and testimony was taken from the assistant food service manager regarding the work performed within the food service program both in the past and present. That position shall be included in the bargaining unit.

The food service manager has limited supervisory authority.

The decisions made are mainly administrative. Mr. Sicard has final authority regarding employees. It is Mr. Sicard who hires, fires and disciplines the nine (9) food service employees, including Rose Marie Baker. The food service manager position is that of a working supervisor. She has no such authority which would align her interests with those of management. She does not attend management meetings and she shares a community of interest with other food service workers and support staff and so will be well represented in negotiations should a bargaining unit be established. University of New Hampshire v. State of New Hampshire, 117 NH 96 (1977).

Reviewing the facts relating to the secretarial positions, both are best excluded from the bargaining unit because of the confidential nature of their work in relation to management. These positions deal with personnel information and other matters that make up labor relations negotiations and correspondence. Appeal of City of Laconia, 135 NH 421 (1992).

The appropriate bargaining unit for the Hinsdale Support Staff Association is a thirty-two (32) member unit to include the following positions: custodians (5), food service employees (9), secretaries (3), aides (14), library clerk/aide (1).

So Ordered.

Signed this 8th day of August, 1994.


GAIL MORRISON
Hearing Officer