



NH Supreme Court dismissed appeal of this decision on May 24, 1995, NH Supreme Court Case No. 93-561.

**State of New Hampshire**

**PUBLIC EMPLOYEE LABOR RELATIONS BOARD**

NASHUA SCHOOL DISTRICT	:	
	:	
v.	:	CASE NO. T-0244:11
	:	
NASHUA TEACHERS' UNION, LOCAL 1044, AFT	:	DECISION NO. 93-74
	:	

MOTION FOR SUMMARY JUDGMENT

The Board, meeting at its offices in Concord, New Hampshire on June 10, 1993, took the following actions:


1. It reviewed the District's unfair labor practice charge filed March 23, 1993 which alleged an improper attempt by the Union to arbitrate the failure of the District to pay "step" increases for the 1992-93, thus constituting a ULP under RSA 273-A:5 II (f) as well as the Unions response thereto filed April 7, 1993.
2. It convened a hearing based on the complaint and answer at which time the District made a Motion for Summary Judgment based on the pleadings. Thereafter the Board permitted each side to make oral arguments and to offer the testimony and cross examination of their respective witnesses.
3. It examined the pleadings and found that: (a) the parties' CBA expired on August 31, 1992, (b) the CBA contained neither an "evergreen" clause nor "step" increases for school years after 1991-92, and (c) that any extension of the CBA must have been in writing which did not occur. Article 4.2 of the expired CBA did provide that "teachers shall be granted full credit for all prior teaching experience after the receipt of their Bachelor's Degree provided that such experience is current and in the same or an allied field."
4. It found that the parties have been and are in the process of negotiating a successor CBA; that they

have achieved impasse; that they have engaged in mediation; that they continue to negotiate; and that they have not come to agreement or executed any documents regarding "step" increases for School Year 1992-93 or any subsequent year.

5. It noted that Appeal of Milton School District was issued by the New Hampshire Supreme Court on May 20, 1993 at which time a majority of the Court said a school district is not required to pay step increases in order to maintain the status quo after the expiration of a former CBA.
6. Under the facts of this case and the Milton decision, supra, it GRANTED the District's Motion for Summary Judgment. The Union is directed to CEASE AND DESIST from further attempts to arbitrate this issue as a violation of the maintenance of the status quo under the expired agreement.

So Ordered.

Signed this 18th day of June, 1993.

  
EDWARD J. HASELTINE

Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding. Members Seymour Osman and Richard E. Molan, Esq. present and voting.