



NH Supreme Court dismissed appeal of this decision on February 24, 1994, Slip Op. No. 92-099.

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Newfound Area Teachers Association, NEA-NH/NEA	:
	:
	:
	:
Petitioner	:
	:
v.	:
	:
Newfound School Board and George Corrette, In his Capacity of Supt.	:
	:
	:
Respondent	:
	:

CASE NO.T-0270:20

DECISION NO. 91-109

APPEARANCES

Representing the Newfound Area Teachers Association:

Jan Paddleford-Loto, UniServ Director

Representing the Newfound School Board and Supt. Corrette:

Gary W. Wulf, Consultant

Also in attendance:

George A. Corrette, II, Superintendent
Larry Thornton, Teacher

BACKGROUND

On August 14, 1990 Newfound Area Teachers Association (Association) and the Newfound Area School Board (School Board) reached agreement on a master contract for the 1990-1991 school year. This agreement contained a salary schedule whereby "steps on the salary schedule equal years of teaching experience." According to this contract, as each teacher acquires another year of experience he or she automatically receives a "step increase" in salary. The parties ratified the agreement and on October 17, 1990 a special meeting of the school district voted to fund the contract through June of 1991, when the contract would expire by its own terms.

In November of 1990 the parties entered negotiations for a successor agreement. The parties declared an impasse in January of 1991 and made attempts at mediation in February but were unable to reach agreement.

At the school district meeting in March of 1991 a petitioned article appeared on the warrant: "To see if the district will vote to release the sum of \$46,000.00 to fund teacher step increases and the resulting social security tax increase for 1991-1992." Voters of the district defeated this article.

In the absence of a collective bargaining agreement the School Board offered individual contracts adjusted everyone's "step" according to his or her years of experience but did not reflect the corresponding salary under the 1990-91 collective bargaining agreement's salary schedule. Instead, the 1991-92 contracts listed for each teacher the same salary that he or she received for the 1990-91 school year.

While awaiting factfinding which was scheduled for May 24, 1991, the Association brought this complaint to the PELRB alleging that the School Board's actions constituted unfair labor practices under RSA 273-A (A), (C), (E), and (H).

A hearing was held at the PELRB Offices in Concord, New Hampshire on August 22, 1991.

FINDINGS OF FACT AND RULINGS OF LAW

The Newfound Area Teachers Association has submitted requests for findings of fact and rulings of law. The Board makes the following rulings on these request:

The Board grants requests numbered 1, 2, and 8 insofar as the language quoted is accurate. Requests 3 and 4 are granted. Requests numbered 7 and 12 are granted insofar as the language quoted is accurate, but the cases cited in those requests are not dispositive of this case. Requests numbered 5, 6, and 11 are denied.

After review of the testimony and evidence presented, the Board finds that the Newfound Area School District has not committed any unfair labor practices.

By offering individual contracts based on the 1990-91 salary levels, the School Board acted reasonably under the circumstances. The master agreement was about to expire in 3 months, and collective bargaining negotiations had reached an impasse. The existing agreement did not contain an automatic renewal clause which would have given all of the teachers an automatic "step raise." Realizing that they were required to maintain the old contract provisions at the status quo level until a successor agreement was reached, the School Board issued individual contracts for the 1991-92 school year at 1990-91 salary levels.

Confusion resulted from the disparity between the "step" listed on each contract and the annual salary being offered. To avoid such confusion, the individual contracts should have included a clause to the effect that the salary and step terms would be adjust when the School Board and Teachers Association agreed on a master contract.

The School Board added to the confusion when it stated that one of the reasons for withholding step increases was the defeat of the aforementioned warrant article by the voters at the school district meeting. The defeat of such an article does not prevent the School Board from requesting the voters to fund such step increases should such increases result from the collective bargaining process. Nor does the defeat of such an article bind either of the parties in negotiations. The School Board was thus in error when it blamed the lack of step increases on the defeat of the petitioned warrant article.

Such an error is not an unfair labor practice, however.

The unfair labor practice charge is denied. The parties are ORDERED to construe the issue contracts consistent with this order, and to continue negotiations and factfinding to resolve contract matters according to statute.

So ordered.

Signed this 16th day of December, 1991.



Jack Buckley
Chairman

By unanimous vote. Alternate Chairman Jack Buckley presiding. Members E. Vincent Hall and Seymour Osman present and voting.