



NH Supreme Court declined appeal of this decision on September 3, 1993, Supreme Court No. 93-051.

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

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CLAREMONT SCHOOL BOARD	:
	:
Complainant	:
	:
v.	:
	:
SUGAR RIVER EDUCATION ASSOCIATION	:
NEA-NEW HAMPSHIRE	:
	:
Respondent	:
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CASE NO. T-0364:4
DECISION NO. 92-173

APPEARANCES

Representing Claremont School Board:

Theodore E. Comstock, Esq.

Representing Sugar River Education Association:

John Fessenden, UniServ Director

Also appearing:

Robert Young, Sugar River Education Association
Mike Cirre, Sugar River Education Association
Carl F. Hesse, Claremont School Board

BACKGROUND

The Claremont School Board (Board) filed a Petition for Declaratory Judgement against the Sugar River Education Association (Association) on May 28, 1992, seeking a determination as to whether it was legally obligated to pay step/track movement to eligible bargaining unit employees in the absence of a successor agreement to the collective bargaining agreement (CBA) which was set to (and did) expire on June 30, 1992. The Association filed its Answer on July 17, 1992 after which this matter was heard by the PELRB on October 6, 1992.

FINDINGS OF FACT

1. The Claremont School Board is a "public employer" of teachers and other personnel as defined by RSA 273-A:1 X.
2. The Sugar River Education Association is the duly certified bargaining agent for teachers and other personnel employed by the Board.
3. The Board and the Association were parties to a collective bargaining agreement (CBA) for the 1989-1992 school years which was to continue until June 30, 1992 "and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other... before October 1, 1991." On June 12, 1991, the Association gave the Board written notice of its desire to negotiate a successor agreement. Neither party agreed to extend the 1989-92 CBA beyond June 30, 1992.
4. Appendix A to the CBA addressed the issue of salaries. For school years 1989-90 and 1990-91 there was a 14 step scale with two tracks, one for BA and one for MA. For school year 1991-92, there was a 14 step scale with four tracks: BA, BA plus 15, MA, and MA plus 15. Paragraph a of the salary article provided that "teachers in Claremont shall be placed on the salary schedule in accordance with his/her years of teaching experience."
5. Article XIII, Section 3 of the CBA provides payment for academic achievement, namely, \$10 for each graduate credit beyond a Bachelor's or Master's degree and for "each graduate credit beyond 24 in the instance of a teacher who is working towards a Master's degree approved by the Superintendent prior to July 1, 1973."
6. On March 11, 1992, the Board issued individual teacher's contracts to members of the bargaining unit which reflected both step and track movement for eligible unit members for the 1992-93 school year. Those individual teacher's contracts were accompanied by a letter from Thomas P. Conwain, Chairman of the Claremont School Board, informing unit members that the Board would seek a "declaratory action" on the question of step increases but that "in the interim ...step increases will be paid pending a resolution of this issue."