

VERMONT LABOR RELATIONS BOARD

NORTH COUNTRY UNION)	
EDUCATION ASSOCIATION)	
)	
v.)	DOCKET NO. 95-72
)	
NORTH COUNTRY UNION)	
HIGH SCHOOL AND NORTH)	
COUNTRY JUNIOR HIGH SCHOOL)	
BOARDS OF SCHOOL DIRECTORS)	

MEMORANDUM AND ORDER

At issue is whether the Labor Relations Board should issue an unfair labor practice complaint. On September 26, 1995, the North Country Union Education Association ("Association") filed an unfair labor practice charge against the North Country Union High School and North Country Junior High School Boards of School Directors ("School Boards").

Therein, the Association alleged that the School Boards committed unfair labor practices in violation of 21 V.S.A. Section 1726(a)(1) and (5), and 16 V.S.A. Sections 2001 and 2008, by interfering with employees' rights to bargain, and by refusing to bargain in good faith. Specifically, the Association alleged that the School Boards unilaterally imposed a change in the existing terms and conditions of employment by not paying teachers regularly scheduled experience increments during the 1995-96 school year, prior to the exhaustion of mandated impasse resolution procedures provided for in the Labor Relations for Teachers Act, 16 V.S.A. Section 1981 et seq. The School Boards filed a response to the charge on October 11, 1995.

The pertinent factual background for the purpose of deciding whether to issue an unfair labor practice complaint, based upon the charge filed by the Association and the pertinent collective bargaining agreements, is as follows:

a) The Association and the School Boards were parties to a collective bargaining agreement covering the period July 1, 1991, to June 30, 1994. Under that agreement, teachers received experience increments pursuant to a salary schedule for each of the 1991-92, 1992-93, and 1993-94 school years.

b) In June 1994, the parties entered into a collective bargaining agreement for the 1994-95 school year which provided that the 1991-94 agreement would carry forward with the following exceptions:

“1. All teachers currently teaching will remain on the 1993-94 salary step for the 1994-95 school year.

2. There will be no vertical or horizontal step advanced for any teacher during '94-95.

3. . . . (A)nyone who is a new hire will have reconfiguration figured, any credits gained toward horizontal movement would have to be in place by July 1, 1994.

c) In negotiations for a successor collective bargaining agreement to the 1994-95 agreement, the School Board made the following proposal with respect to salary schedule step advancement:

For 1995/96, each teacher shall retain the same salary schedule placement that was in effect for him/her on June 30, 1995, i.e., no vertical or horizontal salary schedule movement shall be provided for 1995/1996.

d) Individual employment contracts for teachers for the 1995-96 school year were signed by the School Boards in April, 1995. These contracts did not

include experience step increases for teachers, but rather reflected the School Boards' negotiations proposal.

e) A successor agreement to the 1994-95 agreement, which expired on June 30, 1995, has not been reached by the parties. As of the date the charge was filed in this matter, the parties were arranging a mediation session.

f) Teachers began work for the 1995-96 school year on or about August 23, 1995. Their paychecks for the 1995-96 school year have not included experience step increases pursuant to a salary schedule.

Based on this factual background, the School Boards request that the Labor Relations Board not issue an unfair labor complaint. The School Boards contend, among other things, that the status quo which existed upon the expiration of the 1994-95 agreement has been maintained by the School Boards. The School Boards rely on the fact that no salary schedule advancement of any nature was provided during the life of the now expired agreement.

We agree with the School Boards, and decline to issue an unfair labor practice complaint. In past decisions, the Labor Relations Board has concluded that school boards made an improper unilateral change in a condition of employment by failing to pay teachers experience step increases during the school year following the expiration date of a collective bargaining agreement which provided for such increases, in the absence of a successor agreement and prior to the exhaustion of mandated impasse resolution procedures. Chester Education Association v. Chester-Andover Board of School Directors, 1 VLRB 426 (1978). Windham Southwest

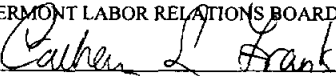
Education Association, Vermont-NEA/NEA - Readsboro Chapter v. Readsboro Board of School Directors, 15 VLRB 268 (1992).

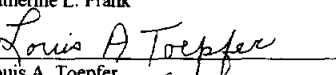
The circumstances of the case before us, however, are significantly different than the cases in which the Board concluded that the employers had committed unfair labor practices. Unlike those cases, the expired collective bargaining agreement here did not provide for experience step increases. The School Boards made no unilateral change in this condition of employment, and continued the status quo, by providing no experience step increases for the 1995-96 school year. There is no inherent right to step increases. Caledonia North Education Association v. Burke Board of School Directors, 18 VLRB 45, 66, 73-74 (1995). The status quo would not be maintained by granting post-expiration experience step increases when none were provided during the life of the agreement which constitutes the status quo.


NOW THEREFORE, based on the foregoing reasons, it is hereby ORDERED that the unfair labor practice charge filed by the North Country Union Education Association against the North Country Union High School and North Country Junior High School Boards of School Directors is DISMISSED.

Dated this 14th day of December, 1995, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD


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