

Mr. Sullivan made the motion to convene in non-public session under RSA 91:A:3 II (a) for the purpose of discussing personnel issues including a grievance hearing and reviewing rates of pay. Mr. Hines seconded the motion. The vote was unanimous and so moved. The non-public session was convened at approximately 9:10pm. Those present included Jenifer Landman, Allen Hines, Lloyd Sullivan, (selectmen), Russell McAllister (Town Administrator), Thomas Lambert (Fire Chief), Bradley Hutchings (Shop Steward Local 3211), and Lt. Peter Francis.

Mr. Hutchings outlined the grievance submitted by Mr. Francis. The basis of the grievance was a scheduled increase of pay (step increase amounting to approximately \$14.79 per week) for Mr. Francis commencing on July 13<sup>th</sup>, 2002, which was the 10<sup>th</sup> anniversary of Mr. Francis becoming a full-time Lieutenant with the department. The TA explained that the collective bargaining agreement (CBA) with the Professional Firefighters of North Hampton Local 3211 as ratified by the legislative body in March 1999 expired June 30<sup>th</sup>, 2002. Mr. Hutchings argued that an "evergreen" clause was approved by the legislative body and guaranteed continued increases even without a ratified CBA. The TA disagreed that the legislative body approved an evergreen clause and noted that a previous written denial of the grievance by the Fire Chief was based on RSA 273-A [Annotations].

## 2. Status Quo

"Maintaining status quo during collective bargaining after a previous collective bargaining agreement has expired is essential to preserving the balance of power guaranteed under public employee labor relations laws. Appeal of Milton Sch. Dist. (1993) 137 N.H. 240, 625A.2d 1056.

Principle of maintaining status quo during collective bargaining after previous collective bargaining (CBA) expires demands that all terms and conditions of employment remain the same during collective bargaining; this does not mean that the expired CBA continues in effect, rather it means that conditions of work endure throughout the collective bargaining process. Appeal of Milton Sch. Dist. (1993) 137 N.H. 240, 625A.2d 1056.

During collective bargaining after collective bargaining agreement had expired, maintaining status quo did not require school district to pay step increases in teachers salaries. Appeal of Milton Sch. Dist. (1993) 137 N.H. 240, 625A.2d 1056."<sup>1</sup>

Mr. Hines noted that if the status quo allowed pay increases to continue under an expired contract then there would exist no compelling reason to bargain.

Mr. Hines made the motion to deny the grievance based upon the aforementioned. Mr. Sullivan seconded. The vote was unanimous and so moved. Messrs. Hutchings, Francis & Lambert left the meeting at approximately 9:20pm.

The Board next reviewed rates of pay for the Administrative Assistant. Discussion ensued regarding the number of responsibilities of the position and the high performance levels maintained by Ms. Facella. Mr. Hines made the motion to increase the rate of pay to \$719.66 per week. Mr. Sullivan seconded the motion. The vote was unanimous and so moved.

---

<sup>1</sup> New Hampshire Revised Statutes Annotated 1999, Chapters 270-283, (Titles 22,23 Navigation and Harbors and Labor) pg. 145.

Selectmen's Minutes  
Non-Public Session  
26 August 2002  
9:10pm

Mr. Sullivan made the motion to adjourn the non-public session. Mr. Hines seconded the motion. The vote was unanimous and so moved. The non-public session adjourned at 9:40pm.

Respectfully,

Russell McAllister  
Town Administrator