



## State of New Hampshire

### PUBLIC EMPLOYEE LABOR RELATIONS BOARD

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AFSCME, LOCAL 3657, HUDSON POLICE :  
:   
Complainant :  
:   
v. :  
:   
TOWN OF HUDSON, NEW HAMPSHIRE :  
:   
Respondent :  
:

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CASE NO. A-0475:11

DECISION NO. 91-81

#### APPEARANCES

##### Representing AFSCME Local 3657, Hudson Police:

James C. Anderson, Staff Representative

##### Representing Town of Hudson:

Gary W. Wulf, Chief Negotiator

##### Also appearing:

Joe Rossino, Hudson Police  
Robert Drew, Hudson Police  
Fred Snider, Administrator Town of Hudson  
Edward Pallidino, Jr., Councilor

#### BACKGROUND

AFSCME Council 93 (AFSCME) on behalf of the Hudson Police filed an unfair labor practice against the Town of Hudson (Town) for refusing to fund step increases due June 30, 1990. AFSCME stated that all wages and benefits after expiration of an agreement should continue while negotiations were ongoing and that step increases as a benefit should be awarded employees even though wages remained at the same rate. In addition, AFSCME alleged that at least three (3) grievances could not be processed pending resolution of the unfair labor charge.

The Town responded that there was no dispute regarding the fact that it had not granted step increases but denied that such denial was a violation of 273-A. It also denied that it prohibited AFSCME in any way the pursuit of grievances through the grievance procedure which was still in existence.

A hearing in this case was held on June 11, 1991 with all parties represented and post hearing briefs were permitted.

FINDINGS OF FACT

1. The CBA by and between the parties was in full force and effect from July 1, 1988 and to June 30, 1990.
2. Step increases are subject of bargaining between the parties and proposals were made during the negotiations process.
3. Step increases were granted to employees during the life of the agreement and terminated at expiration of the CBA.
4. Denial of step increases was grieved through arbitration.
5. The arbitrator found in favor of the Town stating that under the terms of the CBA, step increases were not accrued or vested contractual rights that continued after the expiration of the agreement so they do not survive the expiration.
6. The grievance procedure under the expired agreement is in full force and effect and the parties must process all grievances with that agreement.
7. At expiration of an agreement, all wages, benefits and conditions of employment stay "status quo" during the process of negotiations, mediation and factfinding.
8. Step increases are negotiable and the parties must continue negotiations to resolve all contract matters in accordance to the statute.

DECISION AND ORDER

After careful consideration of oral and written testimony at the hearing and review of post hearing briefs, the Board finds no unfair labor practice and hereby DISMISSES the charge.

Signed this 4th day of October, 1991.

  
EDWARD J. HASELTINE  
Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding. Members E. Vincent Hall and Richard W. Roulx present and voting.