



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

PROFESSIONAL FIREFIGHTERS OF
GOFFSTOWN, LOCAL 3420
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, CLC

Petitioner

and

TOWN OF GOFFSTOWN

Respondent

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CASE NO. F-0143-7

DECISION NO. 2001-008

PRE-HEARING CONFERENCE MEMORANDUM AND ORDER

BACKGROUND

The Professional Firefighters of Goffstown, Local 3420 of the International Association of Firefighters, AFL-CIO,CLC (IAFF) filed unfair labor practice charges on January 18, 2001 pursuant to RSA 273-A:5 I (c), (e), (g), (h), and (i) alleging that the Town of Goffstown (Town) and its agents breached the Collective Bargaining Agreement (CBA) by failing and refusing to provide the health insurance increase alleged to be required of them in the parties current "status quo" relationship and further that the Town is not negotiating in good faith and is ignoring a past practice pursued in a previous similar situation and thereby making a unilateral change in working conditions by unilaterally withholding the health insurance premium increase.

The Town of Goffstown answers by first agreeing that the collective bargaining agreement (CBA) has expired. The Town then proceeds to deny that the Union has properly applied the law as to the continuation of certain benefits following the expiration of the CBA. It denies certain allegations that it has singled the Union out by not paying for health insurance premium increases. Beyond these responses to the Union's complaint, it alleges on its own behalf that the Union's complaint is of a nature as to proceed under the Grievance Clause of the parties' contract. By so doing, the Town alleges that it is the Union that has breached the parties' CBA by not following the grievance process. The Town seeks a dismissal of the Union's complaint. For its part, the

Union requests relief in the form of a finding that the Town has engaged in an unfair labor practice and requests that the PELRB order the Town to provide the appropriate health insurance premium on behalf of the subject employees.

PARTICIPATING REPRESENTATIVES

For the Complainant: John S. Krupski, Esquire
For the Respondent: Paul T. Fitzgerald, Esquire

STIPULATED ISSUES FOR DETERMINATION BY THE BOARD

1. Whether or not under the terms of the parties' Collective Bargaining Agreement, (CBA) the Complainant must complete the steps of the Grievance Procedure provision before seeking relief from the Public Employees Labor Relations Board?
2. Whether or not the Town is required to pay the increased so-called "cafeteria rate" as adjusted by the increased HMO rate following the expiration of the parties' CBA, regardless of the cost?

ORDER

The parties convened at the Pre-Hearing Conference before the undersigned Hearing Officer and stipulated as follows:

1. The parties agree to waive an evidentiary hearing and oral arguments in this matter.
2. The parties agree to confer to develop an "Agreed Statement of Facts" and file the original of the same and any exhibits thereto with the PELRB on or before February 26, 2001.
3. In the event that the parties do submit an unqualified "Agreed Statement of Facts" by February 26, 2000, then each shall their respective Memorandum of Law with the Board addressing the two issues stipulated above on or before March 8, 2001.
5. Thereafter, the parties specifically agree that the Board may render its decision and make such orders as necessary based upon the "Agreed Statement of Facts" and exhibits as submitted and the relevant law as applied without the need for further hearing, unless the Board determines, *sua sponte*, that the testimony of witnesses or oral arguments of law by counsel are necessary.

6. In the event that the parties are unable to come to agreement on all relevant facts, then each shall notify the Board on or before February 26, 2001, in which case they shall submit an "Agreed Statement of Facts" containing only those several facts upon which they have agreed. The Board will then schedule an evidentiary hearing, in its normal course, to hear testimony and receive evidence on all relevant issues.
7. Should an evidentiary hearing be deemed necessary in accordance with Paragraph #6, above, the parties shall exchange their final witness lists and final exhibit lists and submit the same to the Board no later than five (5) business days before any such evidentiary hearing is to be conducted. Thereafter, additional witnesses and exhibits shall be allowed only upon a showing that reasonable efforts would not have revealed the necessity of such testimony or submission of such evidence before that time.

So Ordered.

Signed this 12th day of February, 2001



Donald E. Mitchell, Esq.
Hearing Officer

Sent to: John S. Krupski, Esquire
Paul T. Fitzgerald, Esquire