

## 2010 SYNOPSIS

**Hampton Police Association, Inc.; Hampton Fire fighters Association Local 2664, IAFF; Hampton Fire Department Supervisory Association Local 3017, IAFF; Chauffeurs, Teamsters and Helpers Local Union No. 633 of New Hampshire v. Town of Hampton, PELRB Case Nos. P-0719-23, G-0104-1, G-0105-1, G-0114-1**

The Town filed a petition for declaratory judgment and for preliminary injunctive relief in the Superior Court requesting and receiving temporary injunctive relief from advancing sick leave to its employees utilizing a sick leave bank established through collective bargaining, so long as the sick leave bank had a negative balance. Subsequently, the several Unions filed unfair labor practice complaints, which were later consolidated, claiming that the Town violated RSA 273-A:5, I when it petitioned the court without exhausting the administrative and contractual remedies, when it refused to pay the sick leave benefits, and when it refused to negotiate and pursue contractual remedies in accordance with the parties' collective bargaining agreement. The Town denied the charges and asserted, among other things, that the PELRB had no authority to order the relief the complainants requested. The Town also filed motions to say the proceedings pending the resolution of the litigation in the Superior Court and motions to dismiss the complaint.

The PELRB denied motions to stay and to dismiss. The PELRB found that the past practice between the parties demonstrated that the parties operated the sick leave bank knowing that it had a negative balance for longer than 14 months and that the Town violated RSA 273-A:5, I when it suspended the operation of the sick leave bank, despite the existence of the past practice, by obtaining an injunction from the Superior Court without negotiating with the complainants. The PELRB ordered the parties to return to the sick leave bank previous practice and to enter into negotiations on the sick leave bank issue. In addition, the PELRB found that the IAFF complainants timely filed for arbitration and were entitled to arbitration and ordered the Town to participate in that arbitration.

*Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.*