



**STATE OF NEW HAMPSHIRE**  
**Public Employee Labor Relations Board**

**AFSCME Local 2301/Seabrook Supervisory Employee Association**

**v.**

**Town of Seabrook**

**Case No. G-0167-6**  
**Decision No. 2017-116**

**Pre-Hearing Memorandum and Order**

**Date of Conference:** July 11, 2017

**Appearances:** Philip Brown, Esq., for the Complainant

J. Joseph McKittrick, Esq., for the Respondent

**Background:**

On June 7, 2017, the AFSCME Local 2301/Seabrook Supervisory Employee Association (Union) filed an unfair labor practice complaint alleging that the Town of Seabrook violated RSA 273-A:5, I (e)(to refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations); and (h)(to breach a collective bargaining agreement). The Union's complaint relates to Town action on a bargaining unit employee's application for a wage adjustment under Article 13, Section 3 of the collective bargaining agreement (CBA). The Union charges that the Town: 1) acted in bad faith by failing to provide written reasons for its denial of the requested wage adjustment; 2) failed to implement corrective actions required by a third party recommendation governing wage adjustment applications; and 3) denied the wage adjustment

application for arbitrary reasons in violation of CBA Article 13, Section 3. The Union's complaint does not specify the requested relief.

The Town denies the charges and has filed a motion requesting that the PELRB send the matter to arbitration. According to the Town, it has recently provided a letter to the Union giving the reason for the denial of the wage adjustment application (revenue concerns), the Town's actions were not arbitrary, and the issues the Union raises should be referred to arbitration, subject to any and all procedural defenses the Town may have.

#### Issues for Determination by the Board

Whether the matters raised in the Union's complaint are subject to arbitration as argued by the Town.

Whether the Town violated RSA 273-A:5, I (e) or (h) as charged by the Union.

#### Witnesses and Exhibits

As outlined in the parties' Joint Pre-Hearing Worksheet. Both parties reserve the right to amend their lists of witnesses and exhibits in conformity with Pub 203.01. It is understood that each party may rely on the representations of the other party that witnesses and exhibits appearing on their respective lists will be available at the hearing.

#### Decision

1. "Parties" means the Union, the Town or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.
2. At the pre-hearing conference, the Union requested additional time to investigate and prepare based upon a letter from the Town (or Town's counsel) received July 10, 2017 stating the reason for the Town's action on the disputed wage rate adjustment request.

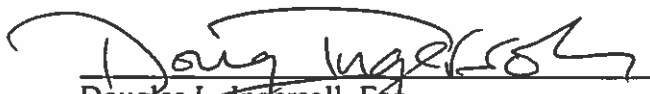
The Union's proposal to cancel the July 26, 2017 hearing and instead use that date as the deadline for the submission of a status report is approved.

3. In accordance with the foregoing, the July 26, 2017 hearing is canceled.
4. On or before July 26, 2017 the Union shall file a status report stating whether this matter has resolved, whether a hearing is required, and if a hearing is required three dates when both parties are available for hearing.

So ordered.

Date:

July 11, 2017

  
Douglas L. Ingersoll, Esq.  
Executive Director/Presiding Officer

Distribution: Philip Brown, Esq.  
J. Joseph McKittrick, Esq.