

Town of Hampton v. State Employees' Association of New Hampshire, Inc., SEIU Local 1984, Decision No. 2010-031 (Case No. G-0113-1).

Background: The Town filed a petition for a declaratory ruling requesting the PELRB to determine whether the “evergreen clause” appearing in the parties’ expired collective bargaining agreement (CBA) was enforceable and whether the Town was required to continue to pay members of the bargaining unit the step increases during the status quo period. The Union objected to the petition asserting that the petition failed to meet the jurisdictional standard set forth in Pub 206.1; that the petition was actually an untimely unfair labor practice claim; and that because the Town continued to pay the step increases under the terms of the last agreement between the parties, the Town should be estopped from changing the terms and the past practice between the parties.

Decision: The PELRB found that, under the specific facts of this case, the “evergreen clause” was not enforceable with respect to the obligation to continue to pay any future step increases because the evidence was insufficient to show that the Town’s voters had full knowledge of the cost items’ financial implications with respect to the “evergreen clause” at the time they approved them. The PELRB found that the Town was no longer required to pay step increases lacking the approval of a successor agreement providing the extension of that benefit into the future but denied the Town’s request to return to the wage levels existing at the time of the expiration of the last CBA.

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.