

Exeter Police Association, NEPBA v. Town of Exeter, Decision No. 2015-021 (Case No. G-0087-8).

Background: The Union filed an unfair labor practice complaint alleging that the Town violated RSA 273-A:5, I (e), (g), (h), and (i) by improperly calculating the accrual of vacation time under the parties' collective bargaining agreement (CBA) and past practice. The Union argued in part that, under the CBA, an employee must receive his/her annual leave equivalent in the calendar year (from January to December) when he/she reaches a milestone anniversary of hire year. The Union asserted that "during such milestone years, the increased accrual rates must continue to be adjusted ... so that the officer receives his or her annual equivalent during the calendar year." The Town countered that, under the CBA, the leave accrual rate should be adjusted only after an employee had completed the requisite years of continuous service, i.e. in the month in which an employee actually reached his/her milestone anniversary of hire; and that the total annual leave amount then accrued from the anniversary of hire to the next anniversary of hire, and not on a calendar year basis, as claimed by the Union.

Decision: The Union's claims were dismissed because failed to prove, by a preponderance of the evidence, that the Town committed an unfair labor practice in violation of RSA 273-A:5, I (e), (g), (h), and/or (i). The disputed leave accrual language was clear and unambiguous and the evidence was insufficient to establish that the Town administered leave accrual provision in violation of the parties' agreement.

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.