

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF LABOR**  
**CONCORD, NEW HAMPSHIRE**



v

**Manchester School District**

**DECISION OF THE HEARING OFFICER**

**Nature of Dispute:** RSA 275:43 I unpaid wages/bonus  
RSA 275:49 fringe benefits

**Employer:** Manchester School District, 195 McGregor St Ste 201, Manchester NH  
03102

**Date of Hearing:** December 7, 2015

**Case No.:** 51550

**BACKGROUND AND STATEMENT OF THE ISSUES**

The claimant asserts she is owed \$5,000.00 in unpaid bonus due upon her retirement on July 31, 2015, for having greater than twenty years of service.

The employer denies the claimant is due any bonus as she did not achieve the necessary number of years of service to be eligible for the bonus.

**FINDINGS OF FACT**

The claimant argues she is due a \$5,000 bonus because she retired with twenty of years of service, pursuant to the Manchester Education Support Personnel Association (MESPA) contract dated September 1, 2009 – June 30, 2013.

Article Twenty-Nine Retirement, previously submitted, reads, in relevant part, “Retirement Supplement: Effective on the date of ratification, bargaining unit members with twenty (20) years of service with the school district shall receive a five thousand dollar (\$5,000.00) lump sum supplement upon paid retirement, provided that they give at least two (2) months notice of their retirement.”

There is no dispute that the claimant provided at least two months notice of her intention to retire.

The claimant worked for both the City of Manchester and the Manchester School District between September 12, 1990 and July 31, 2015, when she retired.

The City of Manchester and the Manchester School District were a single employer until 1999, when they became separate and distinct employers with separate federal identification numbers and payroll.

From the claimant's undisputed testimony and evidence, previously submitted, her work history is as follows:

- Manchester School District from September 12, 1990 to September 12, 1996;
- City of Manchester Assessor's Office from September 12, 1996 through January 3, 1999;
- City of Manchester Parks and Recreation Department from January 3, 1999 through November 11, 2005; and
- Manchester School District from November 14, 2005 through July 31, 2015.

She worked *with* the Manchester School District for a total of fifteen years, seven months and twenty-nine days.

The claimant's argument that the years she worked with the Parks and Recreation Department which charged-back the school for some of her hours worked on their payroll is not persuasive. The contract specifically states the bargaining unit member must have "twenty years with the school district".

Between September 12, 1996 and November 11, 2005, the claimant did not work with the school district, but rather with the City of Manchester. Even if the years between September 12, 1996 and January 3, 1999, when she worked for the City of Manchester but both entities were one employer, were counted, she still would have only seventeen years, eleven months and twenty-one days of service.

The claimant's argument that the employer made an exception for another employee in a similar situation is also not persuasive. The employee in question worked under a different contract in a different position.

The claimant argues that Plaintiff's Exhibit #1 dated October 31, 2005, shows that her "longevity DOH at city carries over", from her service with the City of Manchester to the Manchester School District. The MESPA contract has provisions for longevity pay which are separate and distinct from the retirement benefit. The employer has paid the claimant her longevity pay consistent with terms of Plaintiff's Exhibit #1.

The Hearing Officer finds the claimant failed to prove by a preponderance of the evidence that she is due the claimed wages/bonus under the written policy of the employer as she did not achieve twenty years of service with the Manchester School District.

## **DISCUSSION**

The claimant has the burden of proof in these matters to provide proof by a preponderance of evidence that her assertions are true.

Pursuant to Lab 202.05 "Proof by a preponderance of evidence" means a demonstration by admissible evidence that a fact or legal conclusion is more probable than not.

The Hearing Officer finds the claimant failed to meet her burden in this claim.

**DECISION**

Based on the testimony and evidence presented, as RSA 275:43 I requires that an employer pay all wages due an employee, and as this Department finds that the claimant failed to prove by a preponderance of the evidence that she is owed the claimed wages/bonus, it is hereby ruled that the Wage Claim is invalid.

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Melissa J. Delorey  
Hearing Officer

Date of Decision: December 21, 2015

Original: Claimant  
cc: Manchester School District, 195 McGregor St Ste 201, Manchester NH  
03102  
Anna Cole, Esq., Drummond Woodsum, 1001 Elm St Ste 303, Manchester NH  
03101

MJD/mjd