

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

INTERNATIONAL BROTHERHOOD OF

POLICE OFFICERS, LOCAL 580

:

Complainant

CASE NO. P-0749:3

v.

:

DECISION NO. 94-55

ROCHESTER POLICE DEPARTMENT :

:

Respondent

-

CLARIFICATION OF PELRB DECISION NO. 94-44

On May 18, 1994 in Decision No. 94-44, the undersigned hearing officer ordered the practice of allowing ''. . . employees to elect compensatory time rather than monetary pay for overtime. . .'' be restored for the remainder of the contract period ending July 30, 1994.

Counsel for International Brotherhood of Police Officers (IBPO) Local 580 requested clarification of the following two points:

- The contract to which the Town and IBPO are parties runs for the period July 1, 1992 until June 30, 1994 rather than until July 30, 1994.
- 2. The contract between the parties contains an automatic renewal clause which pertains to all terms of the contract unless a term is specifically excluded. Therefore, counsel has requested clarification as to whether or not the automatic renewal clause applies to the past practice of election of compensatory time by employees.

DECISION AND ORDER

The hearing officer, having reviewed the evidence in the above named case, rules that reference to July 30, 1994 as the end date of the contract shall be deleted and in its place shall be the date, June 30, 1994.

As stated in Decision No. 94-44, a past practice is to be treated as a term of a contract. The automatic renewal clause applies to the terms of the contract between the parties unless specifically excluded; therefore, the subject past practice of elective compensatory time shall remain an option available to employees within the Rochester Police Department so long as the other terms of the contract remain in effect.

So ordered.

Signed this 9th day of June, 1994.

GAIL MORRISON

Hearing Officer