



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

TOWN OF SEABROOK

Petitioner

and

SEABROOK EMPLOYEES ASSOCIATION

Respondent

*
*
*
*
*
*
*
*
*
*

CASE NO. M-0591:31

DECISION NO. 2000-067

PRE-HEARING CONFERENCE MEMORANDUM AND ORDER

BACKGROUND

The Seabrook Employees Association, SEIU, Local 1984 (Complainant) filed unfair labor practice (ULP) charges on May 17, 2000 pursuant to RSA 273-A:5 I (e) and (h) alleging that the Town of Seabrook (Respondent), acting through its agents, unilaterally adopted a policy relating to footwear that results in the members having to incur an out-of-pocket expense for the purchase of footwear. Further, that the issue was grieved by the Association and later arbitrated by the parties. The Association alleges that the Town has not complied with the Arbitrator's award. According to the Association, such actions constitute a breach of the Collective Bargaining Agreement (CBA) and the above referenced statutory provisions. The Town of Seabrook answers that it has rescinded its offending memorandum regarding footwear and that its present policy is consistent with prior practice. For its part, the Association requests that the PELRB order the Town to comply with the Arbitrator's Award and adhere to what it alleges is a prior practice of no out-of-pocket expenses incurred by members for footwear. The Town seeks to have the Association's ULP denied.

PARTICIPATING REPRESENTATIVES

For the Complainant:

Robert D. Ciandella, Esquire

For the Respondent:

Brian Mitchell, Negotiator/Field Representative II

ISSUES FOR DETERMINATION BY THE BOARD

1. Whether or not the Town has complied with the Arbitrator's Award ?

2. Whether or not the actions of the Town manager in "capping" a footwear expense at \$130.00 constituted a unilateral action in violation of the parties CBA

WITNESSES

For the Complainant:

- 1. Cora Stockbridge
- 2. Jason Bowley

For the Respondent:

- 1. E. Russell Bailey, Town Manager

Both parties reserve the right to amend their List of Witnesses in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order, or upon proper showing, later reasonable notice to the other party. It is understood that each party may rely on the representations of the other party that witnesses appearing on their respective list will be available at the hearing.

EXHIBITS

For the Complainant:

- | | |
|---|------------------------|
| 1. Collective Bargaining Agreement | Union Ex. No. 1 |
| 2. Arbitration Award M-0591:14 | Union Ex. No. 4 |
| 3. Clothing Allowance Procedure | Union Ex. No. 2 |
| 4. Clothing allowance expense documents | Union Ex. Nos. 3 and 5 |

For the Respondent:

- 1. Collective Bargaining Agreement
- 2. Past invoices

Both parties reserve the right to amend their List of Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later reasonable notice to the other party. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is to be understood by the parties that each party may rely on the representations of the other that the exhibits listed above will be available at hearing.

LENGTH OF HEARING

The time being set aside for this hearing is one-half day. If either party believes additional time is required, written notice of the need for additional time shall be filed with the PELRB no later than ten (10) days prior to the scheduled date of hearing.

DECISION AND PRE-HEARING ORDER

Union exhibits 1 through 5 inclusive, are the collective bargaining agreement described as ending March 31, 1998 (Union Ex. No. 1), the Town's clothing allowance procedure (Union Ex. No. 2), tally of certain clothing allowance amounts owed to employees (Union Ex. No. 3), award of Arbitrator Craig Overton dated March 6, 1999, (Union Ex. No. 4) and Town purchase order, receipt and customer copy charge for one pair of Red Wing Steel Toe boots (Union Ex. No. 5).

The parties shall meet and confer on any Union exhibits not herein identified and all exhibits to be proposed by the Town so that the results of that meeting inclusive of the marking of any and all exhibits not specifically identified herein and the identification of any and all witnesses not specifically identified herein shall be completed, exchanged between the parties and transmitted, either by facsimile or hard copy to the PELRB at least 5 (five) days prior to the hearing. The party representatives shall pre-mark all exhibits, for identification, prior to the time of hearing and have sufficient copies available for distribution at the hearing as required by Pub 203.02.

The parties shall confer in a good faith effort to formulate an agreed statement of facts. Any such agreement reached shall be signed by the parties and an original and five (5) copies submitted to the Board no later than five (5) business days prior to the date of hearing.

The party representatives shall exchange their final Witness and Exhibit lists and each shall fax a copy of their respective list to the PELRB no later than five (5) business days prior to the date of hearing and shall submit a hard copy of the same thereafter.

Any preliminary, procedural or dispositive motions shall be filed by the parties no later than five (5) days prior to the scheduled hearing date.

If the case now pending with the same parties (Case No. M-0591:30) set for hearing on Thursday, July 27, 2000, is settled or submitted on the record, with or without oral argument, then this case (Case No. M-0591:31) shall come forward and be heard commencing at 9:30 a.m. on that date. If case M-0591:30 is not settled or submitted or if case M-0591:31 cannot be heard on July 27, 2000 for other good cause, then, based on the schedules of the respective representatives, this matter shall be set forward to the first available hearing date after September 5, 2000.

So ordered.

Signed this 13th day of July, 2000.



Parker Denaco
Hearing Officer