



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

NEW HAMPSHIRE TROOPERS
ASSOCIATION

Petitioner

v.

NEW HAMPSHIRE DEPARTMENT OF
SAFETY, DIVISION OF STATE POLICE

Respondent

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CASE NO. P-0754-11

DECISION NO. 2002-155

PRE-HEARING CONFERENCE MEMORANDUM AND ORDER

BACKGROUND

The New Hampshire Troopers Association (Association) filed an unfair labor practice charge on November 5, 2002, alleging that the NH Department of Safety/Division of State Police (State) and its agents breached the parties' collective bargaining agreement and violated RSA 273-A:5 I (h) and (i) when it ordered a member to pay \$700.00 to the Division of Safety for damage to equipment that was damaged due to his actions in the course of the performance of duties. The Association alleges that the Division is not entitled to assess a fine or a charge against the Trooper. Alternatively, the Association argues that if such a fine can properly be imposed by the Division, it cannot exceed the value of the equipment. The Complainant requests that the PELRB find that the State has committed an unfair labor practice by its actions, order the State to reimburse the Trooper for the previously paid fine and issue a cease and desist order preventing the Division from assessing fines or charges in the future against unit members for damaged equipment unless that damage was intentionally caused. In the interim, the Association has requested leave to propound several interrogatories upon the Division to ascertain specific information identifying the equipment for which its member was fined.

The State filed its answer with the PELRB on November 20, 2002. It denies that it breached the parties' collective bargaining agreement or that it violated any provision of the governing statute. It requests that the PELRB dismiss the Association's Complaint.

PARTICIPATING REPRESENTATIVES

For the Complainant: James W. Donchess, Esquire

For the Respondent: Thomas F. Manning, Director of Personnel

ISSUES FOR DETERMINATION BY THE BOARD

1. Whether the Division's actions in collecting a payment from Trooper Rollston for damage to department equipment constituted a breach of the parties' collective bargaining agreement or violated RSA-273-A:5?
2. If the answer to the previous question is in the negative, was the amount of the payment assessed excessive?

WITNESSES

For the Complainant:

1. Trooper Christopher Rollston, Division of State Police
2. Trooper Bruce Twyon, Division of State Police and Association President
3. Trooper Lou Copponi, Division of State Police
4. Jonathan Stephens, Assistant Commissioner, Division of State Police
5. Russel Fruklund, Onsite Information Technology [Intended as an expert witness]

For the Respondent:

1. Captain Craig Wiggin, Division of State Police
2. Major Frederick Booth, Division of State Police [Intended as an expert witness]

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

Joint Exhibits:

1. Collective Bargaining Agreement, effective June 30, 2001

For the Complainant:

1. Wiggin memorandum dated 10/22/02
2. Rollston memorandum dated 8/24/02
3. Wiggin memorandum dated 9/8/02
4. Checks paid by Rollston

For the Respondent:

1. Selected provisions of the Standard Operating Procedure Manual

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 within fourteen (14) days of the date of this order

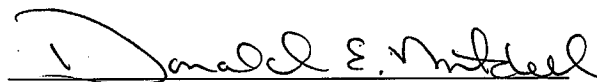
DECISION AND PRE-HEARING ORDER

1. On or before January 3, 2002 the Respondent shall provide the Complainant, in writing, with the brand name, the model number, the acquisition date and the purchase price of the computer at issue in these proceedings.
2. On or before January 13, 2002 the Respondent shall identify, by section number and page number, those portions of the Standard Operating Procedure Manual that he intends to offer as an exhibit or as a series of exhibits and provide said information to the Complainant's counsel.

3. The Complainant's request to propound interrogatories is withdrawn conditioned upon receipt of the information stated in Paragraph #1, above.
4. The Complainant's request to conduct depositions regarding past practice is denied.
5. The party representatives shall forward any amendments to their Witness and Exhibit lists, detailed above, to the opposing representative or counsel and to the PELRB no later than five (5) days prior to the hearing date indicated below. The parties shall also arrange to pre-mark any 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.
6. Any additional preliminary, procedural or dispositive motions shall be filed by the parties no later than fourteen (14) days prior to the scheduled hearing date.

Unless otherwise ordered as a result of the filing of any subsequent motion, an evidentiary hearing between the parties is scheduled to be conducted at the Office of the Public Employee Labor Relations Board on February 25, 2003 beginning at 9:30 AM.

Signed this 20th day of December, 2002.


Donald E. Mitchell, Esq.
Hearing Officer

Distribution:

James W. Donchess, Esquire
Thomas F. Manning, Director of Personnel