STATE OF NEW HAMPSHIRE
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

HAMPTON POLICE ASSOCIATION, INC., HAMPTON FIRE FIGHTERS ASSOCIATION LOCAL 2664, IAFF, HAMPTON FIRE DEPT. SUPERVISORY ASSOCIATION, LOCAL 3017 IAFF, CHAUFFERS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 633 OF NEW HAMPSHIRE

COMPLAINANTS

v.

TOWN OF HAMPTON

RESPONDENT

CASE NO. P-0719-23
G-0104-1
G-0105-1
G-0114-1
(Consolidated Cases)

DECISION NO. 2010-071

Order on Motion for Rehearing

The Town filed a motion for rehearing of PELRB Decision No. 2010-029 pursuant to Pub 205.02. The Town has raised a number of points in its motion, all of which the board has considered, and some of which the board specifically addresses as follows. The Town asserts that the board improperly found a violation of RSA 273-A:5, I (i) because no party claimed a violation of this subsection. However, the HPA charges a violation of subsection (i) in its complaint. The Town asserts that Finding of Fact Seven incorrectly identifies April 15, 2009 as the date of the Town's Petition for Injunctive relief. This finding of fact refers to the date the petition was filed with the Superior Court, not the date the petition was signed. The record also reflects that the Town's Motion for Ex Parte relief is dated April 15, 2009 and the court's order

is dated April 16, 2009. The Town complains that the board incorrectly found the Sick Bank deficit to be 3,882 hours instead of 4,295 hours. Assuming the Town's characterization of these hours is accurate the Town has failed to explain how this leads to a different decision in this case.

The Town has also requested the board's assurance that any agreement arising from negotiations about the Sick Bank deficit will not "expose the Town taxpayers to the significant cost implications of an evergreen clause becoming effective as a matter of law" pursuant to the provisions of RSA 273-A:12. The legal significance under RSA 273-A:12 of any agreement or understanding the parties may reach in the future as to the Sick Bank deficit is not properly before the board at this time. Further, the board observes that in general the parties are required to negotiate in good faith irrespective of this particular statutory provision and in particular negotiations relating to the implementation and operation of the existing Sick Bank provision and the existing Sick Bank deficit will not necessarily result in the legal equivalent of a collective bargaining agreement entered into after the effective date of RSA 273-A:12, VII.

The Town's motion for rehearing is denied.

So Ordered.

April 20, 2010.

Jack Buckley, Chairman

By unanimous vote. Chairman Jack Buckley presiding. Members Kevin Cash and James M.O'Mara, Jr., present and voting.

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