



**STATE OF NEW HAMPSHIRE**  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

**Professional Fire Fighters of Goffstown, IAFF Local 3420**

**v.**

**Town of Goffstown**

**Case No. G-0186-1**

**Decision No. 2012-030**

**PRE-HEARING MEMORANDUM AND ORDER**

Date of Conference: February 2, 2012<sup>1</sup>  
Appearances: John S. Krupski, Esq. for the Complainant  
Paul T. Fitzgerald, Esq. for the Respondent  
Background:

The Union filed a complaint on December 30, 2011 claiming that the Town committed an unfair labor practice when it refused to pay certain employees contractual hourly wage upon completion of their probation. The Union also claims that the grievance procedure set forth in the parties' collective bargaining agreement is unworkable. The Union requests that the PELRB find the Town in violation of RSA 273-A:5, I (a), (b), (e), (f), (g), and (i), RSA 273-A:3, and RSA 273-A:4; order the Town to properly compensate bargaining unit members; and enjoin the Town from any further violations.

The Town denies the charges and claims, among other things, that the contractual grievance procedure is workable and that the PELRB has no jurisdiction to hear this case because the Union failed to follow the agreed upon grievance procedure. The Town requests that

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<sup>1</sup> The parties filed a Joint Pre-Hearing Worksheet on January 31, 2012.

the PELRB dismiss this case or, in the alternative, find that the Town has not committed an unfair labor practice and deny all relief sought by the Union.

#### ISSUE FOR DETERMINATION BY THE BOARD

1. Whether the PELRB has jurisdiction.
2. If the PELRB has jurisdiction, whether the Town committed an unfair labor practice in violation of RSA 273-A:5, I (a), (b), (e), (f), (g), and (i), RSA 273-A:3, and/or RSA 273-A:4 as charged by the Union.

#### WITNESSES and EXHIBITS:

As outlined in the parties Joint Pre-Hearing Worksheet. Both parties reserve the right to amend their List of Witnesses and Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with 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. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.03. It is understood that each party may rely on the representations of the other party that the exhibits listed above will be available at the hearing.

#### DECISION

1. "Parties" means the Union, the Town, or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.
2. At the pre-hearing conference, the Union withdrew its claim that the Town refused to participate in the contractual grievance procedure in bad faith. See paragraph 16 of the Union's Complaint.
3. At the pre-hearing conference, the parties agreed to discuss the submission of this case on stipulated facts, joint exhibits, and briefs. Per the parties' agreement, the parties shall file

a joint request to submit this case on stipulated facts, joint exhibits, and briefs, if any, no later than **February 13, 2012**. Such request shall contain a proposed schedule for submission of stipulated facts, joint exhibits, and briefs.

4. The Town requested a continuance of the adjudicatory hearing currently scheduled for February 23, 2012. The Union assented to this request. The Town's motion to continue the adjudicatory hearing is granted. Accordingly, the adjudicatory hearing currently scheduled for February 23, 2012 is cancelled. A new date for the adjudicatory hearing will be established by a subsequent notice if necessary. See subsection 3 above.

So ordered.

February 2, 2012

  
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Karina A. Mozgovaya, Esq.  
Staff Counsel/Hearing Officer

Distribution:  
John S. Krupski, Esq.  
Paul T. Fitzgerald, Esq.