



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

**New England Police Benevolent Association,  
IUPA, AFL-CIO**

**v.**

**Town of Goffstown**

**Case No. G-0138-2**

**Decision No. 2014-191**

**PRE-HEARING MEMORANDUM AND ORDER**

Date of Conference: August 7, 2014

Appearances: Peter J. Perroni, Esq., for the Complainant

Paul T. Fitzgerald, Esq., for the Respondent

**Background:**

On June 23, 2014 the New England Police Benevolent Association (Union) filed an unfair labor practice complaint alleging that the Town of Goffstown committed an unfair labor practice when it failed to grant accrual of an additional week of vacation in violation of the parties' collective bargaining agreement (CBA), past practice, and the status quo doctrine. The Union argues, among other things, that an additional week of vacation should have accrued during the status quo period following the expiration of the CBA because vacation leave accrues in accordance with the Town's Personnel Plan and because the accrual of vacation leave is not a cost item requiring Town voters' approval. The Union claims that Town's conduct violates RSA 273-A:5, I (a), (b), (c), (d), (e), (g), and (i) and requests that the PELRB order the Town to cease and desist from violating RSA 273-A and to make all bargaining unit employees whole.

The Town denies the charges and asserts that the denial of an additional week of vacation leave was in keeping with the parties' CBA, past practice, case law, including status quo doctrine, and state statutes. The Town claims that the request for an additional week of vacation was denied because, during the status quo period, all items subject to bargaining must remain unchanged. The Town requests that the PELRB dismiss this matter or deny all relief sought by the Union.

#### ISSUES FOR DETERMINATION BY THE BOARD

Whether the Town violated RSA 273-A:5, I (a), (b), (c), (d), (e), (g), and/or (i) 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 lists of witnesses and exhibits in conformity with Pub 203.01. It is understood that each party may rely on the representations of the other party that witnesses and exhibits appearing on their respective lists 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. As discussed at the pre-hearing conference, the parties shall file a request, if any, to submit this case on stipulated facts and briefs on or before August 18, 2014. Any such request shall contain a proposed schedule of submission of stipulated facts, exhibits, opening briefs, and reply briefs, if any.
3. The parties shall file their final witness and exhibit lists and a joint statement of stipulated facts no later than August 19, 2014.

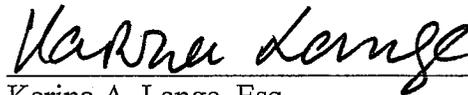
4. The requirement that the parties file copies of proposed exhibits prior to the date of adjudicatory hearing is suspended. The parties shall not file, either electronically or via mail, proposed exhibits prior to the day of hearing.
5. The parties shall pre-mark each exhibit by placing identifying markers in the upper right corner of each exhibit, if possible, and bring an original and five (5) copies of each exhibit to the hearing. To facilitate access to a particular exhibit, the parties shall use tabs to separate exhibits.

### HEARING

Unless otherwise ordered as a result of the filing of any subsequent motion, the adjudicatory hearing in this case will be held on **August 26, 2014, at 8:30 a.m.** at the offices of the PELRB in Concord. The time set aside for this hearing is 3 hours. If either party believes that additional time is required, a written notice of the need for additional time shall be filed with the PELRB at least 10 days prior to the date of hearing.

So ordered.

August 7, 2014



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

Distribution: Peter J. Perroni, Esq.  
Paul T. Fitzgerald, Esq.