



State of New Hampshire
Public Employee Labor Relations Board

State Employees' Association of NH, SEIU Local 1984

v.

Coos County Department of Corrections

Case No. G-0282-2
Decision No. 2020-243

Pre-Hearing Memorandum and Order

Date of Conference: October 28, 2020

Appearances: Neil Smith, Field Representative II, for the Complainant
Mark T. Broth, Esq. for the Respondent

Background:

On September 24, 2020, the State Employees' Association of NH, SEIU Local 1984 (Union) filed an unfair labor practice complaint against the Coos County Department of Corrections (County) under the Public Employee Labor Relations Act claiming that the County had violated RSA 273-A:5, I (a)(to restrain, coerce or otherwise interfere with its employees in the exercise of the right conferred by this chapter), (e)(to refuse to negotiate in good faith...), (h)(to breach a collective bargaining agreement), and (i)(to make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of an agreement...) when, without negotiating with the Union, it issued a policy requiring bargaining unit employees to utilize their personal and sick leave for a 14-day mandatory post-travel quarantine. The Union asserts the following: (1) On March 18, 2020, without prior notice to the

Union or bargaining, the County issued a policy stating that all employees who elected to travel outside New Hampshire (NH), Vermont (VT) or Maine (ME) "may not be allowed to report to work" for 14 days after they return and must use accrued personal and sick time, if available, or if an employee has no accrued time, be without pay while in quarantine (Travel Policy); (2) in May, 2020, a unit employee informed the County of his plan to travel outside the New England area on family business; (3) upon his return from the travel, the County required him to self-quarantine for 14 days using his accrued leave time; (4) as a result, the employee was required to utilize 80 hours of his accrued leave; (5) the parties' CBA does not provide for any travel-related quarantine; (6) the employee and the Union grieved the requirement that he use his personal leave during quarantine; and (7) the County Administrator denied the grievance and offered that he "buy back" the personal leave time and, instead, stay home without pay. The Union argues, among other things, that the County committed an unfair labor practice by unilaterally changing terms and conditions of employment and by violating the parties' CBA. The Union requests that the PELRB order the County to negotiate in good faith with the Union and to make the Union and affected employees whole.

The County denies the charges and asserts, among other things, that: (1) prior to the employee's travel, the County warned the employee that, upon his return, he would have to self-quarantine and utilize his accrued leave if he wanted to be compensated while in quarantine; (2) the County offered to restore the employee's leave time, if he would agree to take unpaid leave during his quarantine; (3) the requirement that the employees self-quarantine upon return from travel utilizing their accrued leave, if they want to be paid while in quarantine, is not a mandatory subject of bargaining; and (4) paying for the quarantine of an employee despite the requirements of the Travel Policy would be akin to providing the employee with two additional weeks of paid vacation, which is not required by the parties' CBA.

Issues for Determination by the Board


Whether the County violated RSA 273-A:5, I (a), (e), (h), and/or (i) as charged by the Union.

Decision

1. "Parties" means the Union, the County or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.
2. Based on the discussion at the pre-hearing conference, it appears that there are no issues of relevant and material fact in dispute in this case and the parties agree that the hearing is unnecessary. See Admin Rules Pub 201.06 (a) and Pub 203.05 (b). Accordingly, the November 13, 2020 hearing is cancelled. On or before **November 4, 2020**, the parties shall jointly submit a proposed schedule for filing of stipulated facts, exhibits, opening briefs, and reply briefs, if any.

So ordered.

Date: 10/27/2020



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

Distribution: Neil Smith, Field Representative II
Mark T. Broth, Esq.