



State of New Hampshire
Public Employee Labor Relations Board

State Employees' Association of NH, Inc., SEIU Local 1984

v.

State of New Hampshire Veterans Home

Case No. G-0305-1
Decision No. 2021-185

Pre-Hearing Memorandum and Order

Date of Conference: November 4, 2021

Appearances: Gary Snyder, Esq., for the Complainant
Jessica A. King, Esq., for the Respondent

Background:

On August 9, 2021, the State Employees' Association of NH, Inc., SEIU Local 1984 (Union) filed an unfair labor practice complaint under the Public Employee Labor Relations Act claiming that the State of New Hampshire (State) had violated RSA 273-A:5, I (g), (h), and (i) when it refused to implement an arbitration award issued pursuant the final and binding arbitration provision set forth in the parties' collective bargaining agreement (CBA). The Union alleges as follows: (1) a bargaining unit employee was terminated for non-disciplinary reasons; (2) the Union filed a grievance concerning this non-disciplinary termination; (3) the parties' CBA grievance procedure provides for final and binding arbitration; (4) the arbitrator heard the case and issued an award ordering the State to reinstate the employee and reimburse her for the loss of salary and all accrued benefits, including the loss of the medical benefits; and (5) the State refused to comply

with the arbitrator's award. The Union asserts that the State's actions, among other things, violate the parties' CBA and render the grievance procedure unworkable. The Union requests that the PELRB find that the State committed an unfair labor practice and order the State to comply with the arbitrator's award.

The State denies the charges and asserts that the arbitrator "went above and beyond the powers granted to him" by the parties' CBA. Specifically, the State argues that the plain language of the CBA provides only income protection for employees who are out of work due to disabling injury or illness, and not job protection, "except to the extent it references job protection under the FMLA." The State also asserts that, by finding that the employee was not obligated to seek an extension of the FMLA because the short-term disability income protection provided the employee the equivalent of the FMLA leave, the arbitrator acted outside his authority conferred by the CBA.

Issues for Determination by the Board

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

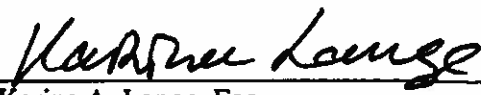
Decision

1. "Parties" means the Union, the State 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 parties requested that this case be submitted on stipulated facts, exhibits, and briefs and provided a proposed filing schedule. Based on the parties' pleadings and 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). The parties' request to submit this case on stipulated facts, exhibits, and briefs is granted and the proposed briefing schedule is approved.

3. The parties shall file a joint statement of stipulated facts and exhibits no later than December 1, 2021. The parties shall file opening briefs on or before December 15, 2021 and reply briefs, if any, on or before December 22, 2021.

So ordered.

Date: 11/5/2021



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

Distribution: Gary Snyder, Esq.
Jessica King, Esq.

