



**State of New Hampshire**  
**Public Employee Labor Relations Board**

**Professional Fire Fighters of Hanover, Local 3288, IAFF**

**v.**

**Town of Hanover, Fire Department**

**Case No. G-0083-4**  
**Decision No. 2022-010**

**Pre-Hearing Memorandum and Order**

**Date of Conference:** January 14, 2022

**Appearances:** John S. Krupski, Esq., for the Complainant  
Matthew H. Upton, Esq., for the Respondent

**Background:**

On December 13, 2021, the Professional Fire Fighters of Hanover, Local 3288, IAFF (Union) filed an unfair labor practice complaint under the Public Employee Labor Relations Act against the Town of Hanover, Fire Department (Town) claiming that the Town violated RSA 273-A:5 (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 entered into by the public employer making or adopting such law, regulation or rule"). The Union alleges (1) that the Town unilaterally implemented a mandatory overtime policy which violated the parties' collective bargaining agreement (CBA) and (2) that the Town refused to process a grievance concerning the overtime policy in violation of the CBA. The Union requests that the PELRB (1) find that the Town violated RSA 273-A:5 (h) and (i); (2) order

the Town to cease and desist from imposing the mandatory overtime policy or to process the grievance; and (3) award attorney's fees to the Union.

The Town denies the charges and asserts that the adoption of the mandatory overtime policy is a management right subject only to its obligation to bargain any impact on terms and conditions of employment. The Town also argues that the Union's grievance did not properly state any violation of the CBA and that the Town informed the Union "that any claim relating to the implementation of the Mandatory Overtime Policy would be in the form of an Unfair Labor Practice Charge to the extent the Union believed the Town did not adequately address the impact of terms and conditions of employment." The Town further claims that the Union refused to "impact bargain." The Town requests that the PELRB find that no unfair labor practice has been committed by the Town and deny the Union's requested relief.

#### Issues for Determination by the Board

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

#### 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. The parties agreed to submit this case 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 does not appear at this time that there are any issues of relevant and material fact in dispute in this case or that an evidentiary hearing is necessary. See Admin Rules Pub 201.06 (a) and Pub 203.05 (b). The parties' agreed upon request to submit this

case on stipulated facts, exhibits, and briefs is granted and the proposed briefing schedule is approved. Accordingly, the January 31, 2022 hearing is cancelled.

3. This case shall proceed according to the following schedule:

**March 1, 2022:** Deadline to file a statement of stipulated facts and joint exhibits.

**March 15, 2022:** Deadline to file opening briefs.

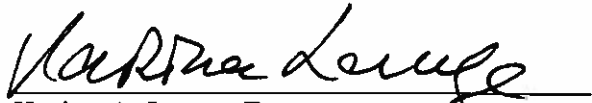
**March 22, 2022:** Deadline to file reply briefs, if any.

4. At the pre-hearing conference, the Union stated that it intends to amend its complaint. As discussed at the pre-hearing conference, any motion to amend the complaint shall be filed no later than **January 31, 2022**. An answer to the amended complaint shall be filed no later than **February 15, 2022**.

So ordered.

Date:

01/18/2022



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

Distribution: John S. Krupski, Esq.  
Matthew Upton, Esq.

