

Complaints filed with the Public Employee Labor Relations Board (PELRB) on February 24, 1982 by the International Association of Fire Fighters, Local 1571, (IAFF), Claremont City Employees, American Federation of State, County and Municipal Employees, Local 1348 (AFSCME) and the Claremont Police Association (POLICE). All complaints alleged unfair labor practices on the part of the City of Claremont, in that the City has attempted to change their health benefits unilaterally issuance of memo from City Manager Brookshier, on February 8, 1982, and reminder on February 22, 1982, while contract negotiations were being conducted, violating RSA 273-A:5, I (a), (c), (e), (h), and (i). Unions asked for a Cease and Desist Order from PELRB and such was granted on February 24, 1982.

BACKGROUND

The City contracts with Firefighters, Police and Municipal employees expired on December 31, 1981.

The Firefighters signed an extension of their contract if there was no new contract by December 31, 1981 (with City Manager, Brookshier) on September 8, 1981.

The Police Association claims an oral agreement was made to continue benefits under the old contract until a new contract was settled.

The Municipal employees also claim an oral agreement was made to continue the old contract until a new contract was signed.

Negotiations were being conducted before and after the expiration date of the contracts.

On February 8, 1982, the City Manager, Mr. Brookshier, notified the three unions that the City would not continue health insurance for unions without contracts beyond March 1, 1982. He reminded them of this again on February 22, 1982.

The Unions, on February 24, asked for and received from PELRB an order to the City to cease and desist in its plan to discontinue the health insurance until hearings of this Board were held on the unfair labor practice charges filed by the unions.

A hearing was held at the Board office in Concord on April 15, 1982.

FINDINGS OF FACT AND RULINGS OF LAW

At hearing it became clear that the unions believed that the contracts were extended by the City, either because of the written agreement between the Fire Fighters and Brookshier or because of what they believed were verbal agreements given by Mr. Brookshier, the negotiator for the City in the new round of contract negotiations. Mr. Brookshier agreed that he signed such an agreement with the Fire Fighters but City Counsel argued that it was not

valid since it had not been submitted to the City Council and since the Council had not appropriated monies to continue such contracts, as they had existed in 1981.

In the meantime, the City Manager had issued warnings to the unions (but not all employees) that the City would not continue the health insurance beyond March 1, 1982 unless new contracts were signed by them. City Counsel argues that the old contract has expired and therefore the City has the right to set the new health benefits unilaterally for the City's workers.

The issue of the increasing cost of health benefits was the central concern of the City Council, which had in the past set limits on the amount of dollars this benefit could cost the City and indeed had been generous with the union employees when, in 1981, this ceiling had been reached. The City, however, was not willing to fund the additional new costs of this insurance imposed in the seeming agreement made by Brookshier with the Fire Fighters, thus causing Brookshier to notify the unions that March 1, was the deadline for reaching agreement or the entire costs of the health plan would be borne by the union members starting that date.

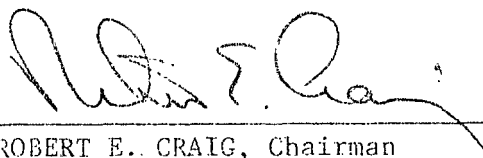
The Board means to uphold the basic intent of the law, in that when a bargaining unit is in place and negotiating, it must be assumed that the process is continuing and neither side may conduct themselves unilaterally. Until such time as the contract negotiations reach an impasse, and impasse methods of resolution are used, neither side may be permitted to act unilaterally to violate the requirement under 273-A to negotiate in good faith.

While the City has the right to continue the old benefits during the negotiation process, refusing to increase the City's share, it cannot reduce the benefits while reasonable negotiations are being conducted or, failing agreement, declaring an impasse and seeking resolution in this process. In short, an unfair labor practice will be actions taken during the negotiation process, and before the process is completed, which unfairly burden either party in the negotiations.

DECISION

The Board finds the City of Claremont has committed an unfair labor practice under RSA 273-A:5, I(a), (d) and (e) in that the action of the City Manager to completely terminate the unions' health benefits, constituted an attempt to interfere with the process of negotiation, discriminated against union members, and constituted a lack of good faith bargaining on the part of the City.

The Board declines to find unfair labor practices as defined in RSA 273-A:5, I(h) and (i) on the grounds that new contracts are being negotiated and the old agreements have expired.



ROBERT E. CRAIG, Chairman

Signed this 8th day of July, 1982.

By unanimous vote. Chairman Craig presiding; members Hilliard and Mayhew present and voting. Also present, Executive Director LeBrun.