



## State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

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STATE EMPLOYEES ASSOCIATION	:	
OF NEW HAMPSHIRE, SEIU	:	
LOCAL 1984, FOR ROCKINGHAM	:	
COUNTY CORRECTIONS EMPLOYEES	:	CASE NO. S-0386:6
	:	
Complainant	:	DECISION NO. 97-074
	:	
v.	:	
	:	
ROCKINGHAM COUNTY	:	
	:	
Respondent	:	

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### APPEARANCES

#### Representing State Employees Association of New Hampshire:

Terri DeNafio Donovan, Negotiator

#### Representing Rockingham County:

Gary Wulf, Labor Relations Consultant

#### Also appearing:

Martha S. Roy, Rockingham County  
Roy E. Morrisette, Rockingham County  
Beth Whitehouse, Chapter 58

### BACKGROUND

The State Employees Association of New Hampshire, S.E.I.U. Local 1984 (Union), on behalf of Rockingham County Corrections Employees, filed unfair labor practice (ULP) charges against Rockingham County (County) on November 26, 1996 alleging

violations of RSA 273-A:5 I (h) relating to a breach of contract resulting from a unilateral change to unit members' health insurance benefits. The County filed an answer to those charges on December 12, 1996. The PELRB convened a hearing to hear this case on December 12, 1996 at which time it granted the Union's request for a thirty (30) day continuance. (Decision No. 96-119, dated December 26, 1996.) The Union filed a motion to continue for an additional thirty days on January 10, 1997 after which several voluntary continuances were observed by the parties and this matter was set for a pre-hearing conference on April 8, 1997, the results of which are recorded in Decision No. 97-043, dated April 8, 1997, and entitled "Order to Mediate." When those mediation efforts failed, this matter was set for hearing before the PELRB on July 1, 1997.

#### FINDINGS OF FACT

1. Rockingham County is a "public employer" of correctional officers and other personnel within the meaning of RSA 273-A:1 X.
2. The State Employees Association of New Hampshire, Local 1984, S.E.I.U., is the duly certified bargaining agent for all full-time regular and part-time regular employees in the positions of Correctional Officer I, Correctional Officer II and Control Center Operator employed by the County.
3. The County and the Union are parties to a collective bargaining agreement (CBA) for the period October 25, 1996 through June 30, 1999. Article XXII of that agreement addresses "Benefits," with Sections 22.1, 22.2 and 22.3 being devoted to health insurance. Article 22.3 is the basis for the pending dispute in this case. It provides:

22.3 Notwithstanding any provision of this Agreement to the contrary, the County will maintain at least the current level of health benefits for the duration of this Agreement. If health benefits are improved and/or the County pays a greater share of premium for other County employees, full-time regular unit employees shall receive the same benefits as said County

Employees. If the County establishes an adhoc health insurance advisory committee to review and make recommendations relative to the health insurance benefit, the Union shall have one (1) representative on said committee.

4. At the time the CBA was signed on October 25, 1996, unit employees received health insurance through New Hampshire Municipal Insurance Trust. In November of 1996, the County's Human Resources Department sent a memo to all employees about health insurance re-opening for 1997. (Union Exhibit No. 1). This document stated that 1997 rates from the Insurance Trust would involve a 25% increase in premiums and that, therefore, Blue Cross/Blue Shield (BC/BS) would be taking over the coverage directly. Harold Whitehouse, a correctional officer and unit member, testified that these changes detracted from the Insurance Trust and the old Matthew Thornton alternative coverage because survivor benefit coverage was eliminated and because the Insurance Trust co-payment was \$5.00 which, under the new policy with BC/BS, would be \$10.00. As the result of such differences, Mr. Wulf, in opening argument, indicated that the County had offered to, and did, "retrace" its steps for bargaining unit employees and did return to the Insurance Trust. (See County's answer, page 5.)
5. At the conclusion of the Whitehouse testimony, counsel for the union offered the Union's current perception of the case as of the date of hearing, namely, that the County is presently paying 68.9% of premiums for non-union employees with the family plan while this figure is only 67% to 67 1/2% for unionized employees with the family plan. Notwithstanding this, counsel for the Union stipulated that the County is maintaining the current level of benefits promised to employees in the 1996-99 CBA and stated that the on-going issue is that the County is paying a greater share of premiums for non-unionized employees than it is for unionized employees covered by the CBA.

6. Roy Morrisette, a human resources/personnel specialist for the County for thirty years, testified that union employees currently have a choice of Blue Cross/Blue Choice or Matthew Thornton HMO while non-union employees have a choice of Blue Choice or the BC/BS HMO. This is the first time in thirty years that there have been two separate plans, one for union employees and one for non-union employees. He explained that the County, while paying different dollar amounts for different policy coverage, has consistently paid 100% of premiums for single subscribers, whether union or non-union. Likewise, it has maintained a 65% contribution rate for two-person and family coverage, whether union or non-union.
7. A comparison of Union Exhibit Nos. 1 and 2 shows similar dollar amount contribution rates from the "county health fund contribution" for both union and non-union employees (Column 4, below) and consistent application of the 100% single premium and 65% two-person and family premiums noted in Finding No. 6. We find:

<u>Union</u>	<u>Coverage</u>	<u>Premium</u>	<u>Subsidy</u>	<u>%</u>	<u>County Pmt</u>
Muni-	2 pers.	522.62	-55.68	65	303.51
Trust	family	705.54	-75.17	65	409.74
Thornton	2 pers.	496.49	-26.85	65	305.26
HMO	family	670.26	-36.25	65	475.10
<u>Non-Union</u>					
Blue	2 pers.	494.68	-55.68	65	285.35
Choice	family	667.82	-75.17	65	385.22
HMO	2 pers.	443.90	-26.85	65	271.08
Blue	family	599.27	-36.25	65	365.96


#### DECISION AND ORDER

The contract language obligates the County to maintain "the same benefits as said County employees" for whom health benefits have been improved or for whom the County has paid/is paying "a greater share of premium." While it is apparent and expected that premium prices for various insurance packages would differ one from the other, the County has consistently applied both the funds available from the "County Health Fund Contribution" and the 100%-65% split between union and non-union groups of employees.

We read the contract to require "same benefits" if benefits for non-unit employees are improved or if the County pays a "greater share of premium" for non-unit employees. We find no evidence of improved benefits. The benefit package, after the union package reverted to the Municipal Insurance Trust, appears to be the same as when the CBA was signed, i.e. there have been no intervening unilateral changes. Likewise, we find no violation of the "greater share of premium" language. To be sure, the dollar amounts for coverage administered by different plans are different, but the degree of support, 100% and 65%, respectively, has been consistently applied between union and non-union employees. Both the dollar amounts expended for premiums and the percentage rates of contribution will not be identical unless the premiums also are identical. We cannot expect that from the language in the CBA nor from the prior practice of the parties. The County has reasonably interpreted the provisions of Article 22.3 of the CBA and has endeavored to be in compliance therewith. The ULP is DISMISSED.

So ordered.

Signed this 1st day of AUGUST, 1997.

  
EDWARD J. HASELTINE  
Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.  
Members Seymour Osman and E. Vincent Hall present and voting.