



State of New Hampshire
Public Employee Labor Relations Board

National Correctional Employees Union

v.

Hillsborough County Department of Corrections

Case No. G-0014-2
Decision No. 2017-038

Pre-Hearing Memorandum and Order

Date of Conference: March 10, 2017

Appearances: Lan T. Kantany, Esq., for the Complainant
Carolyn M. Kirby, Esq., for the Respondent

Background:

The NCEU filed an unfair labor practice complaint on January 30, 2017 alleging that the County violated RSA 273-A:5, I (a)(to restrain, coerce or otherwise interfere with its employees in the exercise of the rights conferred by this chapter); (b)(to dominate or to interfere in the formation or administration of any employee organization); (g)(to fail to comply with this chapter or any rule adopted under this chapter); (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 basis for the NCEU charge is the increased percentage bargaining unit employees are now required to pay toward the cost of employee health insurance following a change in the bargaining unit representative from the

Teamsters Local 633 to the NCEU.¹ According to the NCEU, the collective bargaining agreement requires the County to pay 77.5%, and employees 22.5%, of the cost of bargaining unit health insurance, even following the change in bargaining agent and the attendant loss of the Teamsters insurance plan.²

The NCEU has requested a cease and desist order and other relief, including insurance benefits at the same level and cost as was true when the Teamsters Local 633 served as bargaining agent.

The County denies the charge. According to the County, following the change in bargaining agents, and the resulting loss of the NNEBT insurance plan, the County is only obligated to pay a dollar amount toward the cost of employee health insurance equal to the dollar amount that it would have paid toward the NNEBT plan based on the 77.5% -22.5% split. The County takes this position even though this increases the percentage amount the employees are required to pay. The County also states the NCEU has never opposed the specific insurance plan now being offered.

Issues

Whether the County has violated the cited provisions of RSA 273-A:5, I because of its refusal to adhere to the 77.5% - 22.5% cost share stated in the collective bargaining agreement following the change in bargaining agents and the resulting loss of the NNEBT insurance .

Decision

¹ See PELRB Decisions 2016-291 & 292 (December 13, 2016)(documenting the bargaining unit vote to replace the Teamsters Local 633 with the NCEU).

² The Teamsters organization offers insurance through the Northern New England Benefit and Trust (NNEBT). The NNEBT insurance was no longer available when employees voted to change bargaining agents in December, 2016.

1. "Parties" means the NCEU, 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. The pending motion to continue the hearing scheduled for March 16, 2017 is denied.
3. Notwithstanding the preceding paragraph, on or before March 13, 2017 the parties shall notify the PELRB whether they wish to utilize the March 16, 2017 hearing date to work on a negotiated resolution of this case. Otherwise, the hearing shall proceed as scheduled.
4. The parties shall file their final joint statement of stipulated facts and witness and exhibit lists no later than March 15, 2017.
5. The requirement that the parties file copies of proposed exhibits prior to the date of adjudicatory hearing is suspended. The parties shall pre-mark all exhibits with identifying markers in the upper right corner of each exhibit and bring an original and five copies to hearing. Exhibits shall be separated by tabs.


Hearing

March 16, 2017 at 8:30 a.m.

The time set aside for this hearing is 3 hours. If either party believes that additional time is required, a written notice of the need for additional time shall be filed with the PELRB at least 2 days prior to the date of hearing.

So ordered.

Date: March 10, 2017



Douglas L. Ingersoll, Esq.
Executive Director/Presiding Officer

Distribution: Carolyn M. Kirby, Esq.
Lan T. Kantany, Esq.