

Teamster Local 633 of New Hampshire, Manchester Police Department Support Staff v. City of Manchester, Decision No. 2013-018 (Case No. G-0187-3)

Background: The Union claimed that the City violated RSA 273-A:5, I (c), (e), (h) & (i) when it unilaterally changed the terms and conditions of employment for three mechanics following their assignment to a new work location and the newly formed Central Fleet Management Department (CFMD). The Union asserted that the mechanics have continued to perform the same work and were still covered by the collective bargaining agreement (CBA) and that the City improperly treated these employees as “non-affiliated” or non-bargaining unit employees whose positions were no longer covered by the CBA and improperly made changes in the area of health insurance benefits and the amount of the night shift premium. The City denied the charges and claimed that it properly reorganized a portion of its workforce and its actions were a legitimate exercise of managerial policy within its exclusive prerogative pursuant to RSA 273-A:1, XI. The City also moved to dismiss asserting that the PELRB lacked jurisdiction because the Union’s claim was a contract dispute subject to grievance arbitration.

Decision: The PELRB denied the City’s motion to dismiss holding that the PELRB had jurisdiction over this matter because the dispute was over the scope and composition of an existing bargaining unit and was not a dispute over the content of the CBA. The PELRB found the City committed an unfair labor practice when it unilaterally changed the mechanics’ wages and benefits, which are mandatory subjects of bargaining. The PELRB ordered that the City cease and desist from making any further unilateral changes to the terms and conditions of the employment; restore the original terms and conditions set forth in the CBA; and make the employees whole through reimbursement of lost wages and benefits.

Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.