

SEA of NH, Inc., SEIU Local 1984 v. State of New Hampshire (Case No. G-0252-1) and **NEPBA, Inc. Local 40 (Fish & Game) et al. v. State of New Hampshire** (Case Nos. G-0254-1, G-0255-1, G-0110-2, G-0106-2, G-0107-2), Decision No. 2017-094 (consolidated cases).

Background: The SEA filed an unfair labor practice complaint claiming that the State improperly refused to continue negotiations with the SEA at the bargaining table because other unions had declared impasse and were pursuing mediation under RSA 273-A:12. The NEPBA filed a similar complaint. According to the complainants, the State's refusal to continue negotiations was a violation of RSA 273-A:5, I (a), (e), & (g). The NEPBA also claimed the State violated RSA 273-A:5, I (b). The State denied the charges and asserted that RSA 273-A:9, I imposed a union bargaining Committee requirement as to cost items and common terms and conditions of employment that the SEA and NEPBA were refusing to follow; and that the five unions were required to utilize the RSA 273-A:9, I Union Committee structure at the bargaining table and during any RSA 273-A:12 impasse resolution, like mediation or fact-finding.

Decision: A majority of the Board found that RSA 273-A:9, I requires all five unions to utilize the Union Committee format at the bargaining table and during impasse resolution proceedings until such time as the common terms and condition of employment are settled. The complaints were dismissed.

Board Member Sen. Hounsell disagreed with the majority and dissented for the following reasons, among others: (1) There is no language in RSA 273-A:9, I or RSA 273-A:12 which allows the Union Committee format to override the SEA's and NEPBA's right to remain at the bargaining table or to prevent the Teamsters and the NHTA from utilizing statutory impasse procedures; (2) RSA 273-A:3, I, cited by the State in support of the argument that RSA 273-A:12 impasse resolutions are part of negotiations, only states that "cooperation" in impasse resolution is part of good faith negotiations but does not equate "impasse resolution" with "negotiation" as that term is used in RSA 273-A:9, I; rather, the "bargaining impasse" literally means that negotiations had stalled and, therefore, the unions that declared the impasse were no longer actively engaged in "negotiations" within the meaning of RSA 273-A:9, I and were no longer subject to the Union Committee format; and (3) the Union Committee format interferes with, and improperly limits, certified "exclusive" representatives' statutory rights and gives the State an unfair advantage in settling common terms and conditions of employment by restricting the "exclusive" representatives' ability to fully utilize the tools and options available to them under the Act.

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.