

**National Correctional Employees Union v. Hillsborough County, Department of Corrections**, Decision No. 2017-131 (Case No. G-0014-2).

Background: The NCEU filed an unfair labor practice complaint claiming that the County violated RSA 273-A:5, I (a), (b), (g), (h), & (i). When the NCEU replaced Teamsters as the certified bargaining unit representative for certain County employees, employee access to the Teamsters-sponsored health insurance plan ended. The County replaced this plan with comparable, but more expensive, new plans and refused to cover any portion of the increased cost. The NCEU argued that the County had improperly shifted all of the increased cost of the replacement plans to employees, action which the NCEU contended was a form of restraint and interference with the right of employees to change bargaining unit representatives, and was in violation of the County's existing agreement (CBA) to share with employees the cost of the contractual health insurance benefit on a 77.5-22.5% basis. The County denied the charge and argued that its contribution to the cost of the employee health insurance benefit must be determined based on the expense of the Teamsters' plan, regardless of whether that plan was still available to employees. The County claimed that the NCEU never opposed the replacement plans and that the increased premium expense was the result of employee actions and, therefore, any resulting increase in the cost of health insurance should be their responsibility.

Decision: The PELRB found that the County interfered with employees' rights in violation of RSA 273-A:5, I (a) when it improperly shifted 100% of the increased cost of replacement insurance to bargaining unit employees thereby imposing a significant financial burden on employees for exercising their statutory right to select their representative. The PELRB also found that the County breached the CBA in violation of RSA 273-A:5, I (h) when it failed to provide a health insurance benefit based upon the CBA Article 12.1 percentage formula.

***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.***