

STATE OF NEW HAMPSHIRE  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

KEENE STATE COLLEGE EDUCATION  
ASSOCIATION, Affiliated with  
NHEA/NEA

Complainant

and

UNIVERSITY SYSTEM OF NEW HAMPSHIRE,  
KEENE STATE COLLEGE

Respondent

CASE NO. U-0601:4

DECISION NO. 79003

APPEARANCES

Representing the University System of New Hampshire:

Nicholas DiGiovanni, Jr., Esquire, Counsel  
Gary Wulf, System Resources Director

Representing Keene State College Education Association:

David Smith, UniServ Director, NHEA  
Jo Beth Wolf, Assistant Professor of Political Science

BACKGROUND

This is an unfair labor practice complaint brought by the Keene State College Education Association, affiliated with the New Hampshire Education Association, the certified bargaining representative of the faculty at Keene State College against the College and the University System of New Hampshire. The Association claims that the College engaged in an unfair labor practice in that it failed to negotiate with the Association over required subjects of bargaining, specifically health insurance benefits and that it violated RSA 273-A in that it held a meeting directly communicating with members of the bargaining unit about a required subject of bargaining. The College denies these changes.

A hearing was held by the Public Employee Labor Relations Board at its offices in Concord on February 13, 1979.

At the hearing, testimony from the parties indicated that on or about December 1, 1978 Leo Redfern, President of Keene State College sent a memorandum to members of the faculty and staff inviting them to informational meetings to be held December 4, 1978 concerning health insurance benefits. At these meetings, the faculty were informed by the College personnel officer and representatives of the University System of New Hampshire that the administrator of the health insurance program of the University System, which covers the faculty and staff at Keene State College as well as the faculty and staff at the other Colleges and the University which make up the University System of New Hampshire had been changed. It was explained, although testimony revealed that it may not have been explained clearly, that the University System of New Hampshire is self-insured for medical insurance

and that Blue Cross/Blue Shield had previously been the administrator of benefits under the program. The University System Board of Trustees, it was announced, had decided that in order to save money they would hire a new administrator of claims and benefits. In addition, it was announced that the University System had insurance against excessive losses from health insurance both in terms of total benefits paid by the System and in terms of total benefits paid to any specific employee. The carrier of that insurance was changed as well as the administrator of the self-insured health benefit program.

The Association claims that these matters were subjects of negotiation and should have been negotiated at the bargaining table since a proposal made by the Association as to health insurance named Blue Cross/Blue Shield as a specific insurer. In addition, the Association claimed that in discussing this negotiable subject directly with the employees, the System had committed an unfair labor practice.

The evidence was uncontraverted at hearing that no benefits available to employees had changed in any respect as to amount of coverage, terms of coverage or the like. Testimony also revealed that the administrative responsibilities of the individual employees were not altered to any great degree although they might have changed in detail.

#### FINDINGS

It is conceded by all parties to this case that the amount of benefits in health insurance is a negotiable subject required to be negotiated as one of the "terms and conditions of employment" which the statute states "means wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer..." RSA 273-A:1 XI. However, the Board cannot find that the health insurance available to employees was in any way changed by the change in administrator or by the carrier of the insurance against major loss. Indeed, as this Board has previously found and as the Supreme Court stated in The State Employees' Association of New Hampshire, Inc. v. The New Hampshire Public Employee Labor Relations Board (New Hampshire Supreme Court December 29, 1978 Case No. 7836) "... we hold that the PELRB was correct in giving broad meaning to the term 'managerial policy'." In construing the definition of managerial policy in RSA 273-A:1 XI which states "managerial policy within the exclusive prerogative of the public employer shall be construed to include but shall not be limited to the function, programs and methods of the public employer...", this Board has concluded that the terms should be given a reading to allow public employers to direct their own operations. We hold that the selection of an administrator of claims and benefits and the selection of an insurance company to insure the employer against catastrophic or unexpected losses, is within the managerial discretion of the employer in directing its operations. It is not a subject for negotiations.

The benefits themselves are clearly negotiable but the selection of the administrator for those benefits was not a required subject for bargaining. Therefore, the change in administrator and in insurance carrier for excess loss did not have to be negotiated and the failure to negotiate these subjects was not an unfair labor practice.

While this Board urges the parties to provide the fullest information possible to each other at the bargaining table, and while this Board would think that many problems could be avoided by the providing of such information prior to meetings with employees to announce changes in administrative matters, the Board cannot

find that the administration of Keene State College committed an unfair labor practice in the mere fact of holding a meeting to announce the change in the benefit administrator or the excess carrier. All parties to labor negotiations and participants in the collective bargaining process must be careful to see to it that their communications are clear, truthful and complete, but when a meeting of all employees, union and non-union, faculty and non-faculty is held to announce a change in administration of a benefit, the Board cannot and will not find that the announcement can be made only to or through the collective bargaining agent when the subject is not a mandatory subject of bargaining.

ORDER

The Keene State College Education Association having failed to prove its allegations, the request for findings of unfair labor practices are denied.



EDWARD J. HASELTINE, CHAIRMAN  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Signed this 22nd day of February, 1979

Board members Moriarty, Mayhew and Cummings also present. All concurred. Board Clerk Evelyn LeBrun and Counsel Bradford Cook also present.