

Teamsters Local 633 of New Hampshire v. Rockingham County, Decision No. 2012-233 (Case No. G-0162-3).

Background: The Union claimed that the County violated RSA 273-A:5, I (c), (e), and (h) when, during the parties' contract negotiations, it unilaterally changed the terms of the employees' healthcare coverage, "renege" on negotiated settlements, and attempted to discourage membership in the Union by offering certain programs to non-union employees only. The County asserted, among other things, that the Union's claims were barred in whole or part by a Memorandum of Understanding and were otherwise untimely and/or without merit.

Decision: The Union's complaint was dismissed on the grounds that the County did not violate the status quo with respect to health insurance premium expense because the change was an act by a third party taken in response to the County's reasonable and legitimate request for insurance options for non-bargaining unit employees; the parties had experienced premium increases in the past; there was no evidence that the parties ever agreed to place a cap or any limits on the extent to which unit employees would be responsible for premium increases; there was no evidence that the parties ever took the County's Under 100 Pool rating status into account during prior negotiations; and the premium cost percentage allocation between the County & employees was not changed. The Hearing Officer also found that there was insufficient evidence to support the charges that the County "renege on negotiated settlements in the bargaining process" or that the County discriminated against bargaining unit employees.

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.