

Teamsters Local 633 of New Hampshire, Manchester Police Department Support Staff v. City of Manchester, Decision No. 2014-267 (Case No. G-0187-6).

Background: The Union filed an unfair labor practice complaint alleging that the City violated RSA 273-A:5, I when it unilaterally outsourced custodial duties previously performed by bargaining unit employees to an outside company and laid off the remaining members of the custodial staff. The City denied the charges and asserted, among other things, that the City's actions were within its exclusive managerial prerogative; that the Union's complaint was untimely under RSA 273-A:6, VII; and that the PELRB had no jurisdiction over the claims because the parties' collective bargaining agreement (CBA) provided for arbitration and the claims involved the interpretation of the CBA. The City filed two separate motions to dismiss: in the first, the City argues that the complaint should be dismissed because the parties' CBA had a grievance procedure which included arbitration as Step 4; in the second, the argued that the Union's complaint was barred by the six month limitations period set forth in RSA 273-A:6, VII. The Union did not file any objections to the City's motions to dismiss.

Decision: The City's first motion to dismiss was granted on the ground that it could not be found with positive assurance that the parties' CBA was not susceptible of an interpretation that covered the dispute in this case and the dispute was, therefore, arbitrable.

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.