

United Steelworkers of America, AFL-CIO, CLC (Manchester Water Works, Local 8938) v. City of Manchester, Decision No. 2014-183 (Case No. G-0058-19).

The Union claimed that the City violated RSA 273-A:5, I (a)(to restrain, coerce or otherwise interfere with its employees in the exercise of the rights conferred by this chapter) and (h)(to breach a collective bargaining agreement). The complaint arose from recently completed contract negotiations and the timing of health insurance plan change notice requirements imposed by federal law relative to contract ratification by the Board of Mayor and Aldermen (BMA). According to the Union, the City's 60 day notice of health plan changes was invalid because it was provided before the BMA approved the tentative agreement. The Union also claims the City's 60 day notice was an improper communication with employees; that the 60 day notice was ineffective; and that the City was not entitled to begin collecting increased employee contributions to health insurance premiums or to implement the health insurance plan benefit changes. The Union claims the City's conduct constitutes breach of contract, impermissible direct dealing, and an improper unilateral change in the terms and conditions of employment, all in violation of RSA 273-A:5, I (a) and (h). The City denied the charges and moved to dismiss claiming that it provided the 60-day notice to employees pursuant to federal law; that it did not actually implement any negotiated changes in the health insurance benefit until after the tentative agreement was fully ratified; that the PELRB lacks jurisdiction to interpret, apply, rule on or enforce the Patient Protection and Affordable Care Act; and that the PELRB lacks jurisdiction over the Union's breach of contract claim because any alleged contract violation is subject to the grievance procedure, which includes final and binding arbitration.

The City's motion to dismiss claims based upon alleged non-compliance with the Patient Protection and Affordable Care Act and breach of contract was granted. The PELRB lacked jurisdiction to adjudicate whether the City had satisfied any notice requirements imposed by the Patient Protection and Affordable Care Act. Also, the PELRB lacked jurisdiction over the Union's sub-section (h) breach of contract claim because that claim was subject to the grievance procedure. However, the City's motion to dismiss was denied as to the Union's claim that the City committed an unfair labor practice complaint in violation of RSA 273-A:5, I (a). The Hearing Officer found that the evidence was insufficient to prove that the City violated RSA 273-A:5, I (a).

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.