

AFSCME Local 3657, Hillsborough County Sheriff's Office v. Hillsborough County,
Decision No. 2021-085 (Case No. G-0012-22).

Background: The Union claimed that the County violated RSA 273-A:5, I (a), (c), (e), (g), (h), & (i) when it unilaterally changed the manner in which it administered outside detail work and “standby duty”/mandatory overtime assignments while the parties were in negotiations on a successor collective bargaining agreement (CBA). The Union also claimed the changes were made in retaliation for the Union’s refusal to agree to the County’s “standby duty” bargaining proposals. The County denied the charges and claimed, among other things, that the outside detail assignment had always been at the Sheriff’s discretion; the memo regarding “standby duties” did not establish a new procedure but instead “formalized” the existing procedure; and the Union failed to utilize the grievance procedure for any purported violation of the CBA.

Decision: The complaint was dismissed on the ground that the PELRB did not have jurisdiction over the Union’s breach of CBA claims filed under RSA 273-A:5, I (h) because the last step of the CBA grievance procedure was final and binding arbitration. As to the rest of the complaint, there was insufficient evidence to prove the County committed unfair labor practices in violation of RSA 273-A:5, I (a), (c), (e), (g), or (i).

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.