

State Employees' Association of New Hampshire, SEIU Local 1984 v. State of New Hampshire, Decision No. 2023-052 (Case No. G-0115-14)

Background: The Union claimed that the State violated RSA 273-A:5, I (a), (e), (g), & (h) when the State unilaterally changed a telework policy that existed since 2009 to prohibit out-of-state bargaining unit employees from working remotely. The Union claimed that this change to the telework policy was a mandatory subject of bargaining and primarily affected the terms and conditions of employment rather than matters of broad managerial policy. The Union also argued that the State engaged in impermissible direct dealing when it required unit employees to sign "acknowledgement forms" agreeing to the new "terms and conditions" of employment which were not bargained for. The State denied the charges asserting that the updates to the 2009 policy were not a mandatory subject of bargaining; that it was within the purview of the State's exclusive managerial prerogative under RSA 273-A:1, XI and was, at most, a permissible subject of bargaining; and that under its exclusive managerial prerogative, the State was entitled to change and update the existing telework policy. The State also argued there was nothing improper about the requirement that employees who Telework signed a form that confirmed they understood and would follow the policy.

Decision: The PELRB found that the determination of employee work locations, including telework locations, was a matter of managerial policy within the exclusive prerogative of the public employer in this case under RSA 273-A:1, XI, and was a permissive, not mandatory, subject of bargaining. The Telework Acknowledgment Form was an administrative tool the State was using to implement the telework policy and confirm employee awareness and understanding of applicable state policy. The State's development and use of this form did not constitute negotiations or direct dealing with represented employees. Finally, there was insufficient evidence or legal argument to sustain a breach of CBA claim. The PELRB dismissed the complaint.

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.