



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

CLAREMONT PROFESSIONAL FIREFIGHTERS
LOCAL 1571, IAFF

Complainant

v.

CITY OF CLAREMONT, N.H.

Respondent

Case No. F-0107:5

Decision No. 87-13

APPEARANCES

Representing Local 1571, IAFF:

Rick Bergeron
Tom Buinicky

Representing the City of Claremont:

Albert Mason, Esq., Council
Robert Jackson, City Manager

BACKGROUND

The Claremont Professional Firefighters, Local 1571, IAFF ("Firefighters") filed a complaint alleging improper practices against the City of Claremont ("City") and the Acting City Manager on July 29, 1986. The complaint alleges violations of RSA 273-A:5, I (h) (breach of collective bargaining agreement).

Specifically, the Firefighters allege that Lt. Richard A. Bergeron applied for a leave of absence in mid-May 1986, with the stated purpose and reasons for the leave, and that Lt. Bergeron could maintain his rights and benefits as a city employee until such time as his doctors would allow him to return to duty, a period of approximately three weeks. The City granted the leave and the Firefighters allege that it was expressly understood that Lt. Bergeron would continue rights and benefits as an employee, even though his salary ceased under sick leave provisions. When Lt. Bergeron returned to work, his medical insurance premiums were withheld for the three weeks of leave. During the first few pay periods Lt. Bergeron noticed he was not paid for a holiday. Lt. Bergeron brought this to the attention of the City and they denied any obligation to pay Lt. Bergeron for the holiday. The Firefighters allege

this is a breach of their contract.

The City, in its answer, said that the dispute is over the meaning of the contract and should be referred to "arbitration" under the contract and ask PELRB to so order.

A hearing was held at the PELRB office in Concord, N.H. on January 6, 1987 with all parties represented.

FINDINGS OF FACT

1. At the hearing the City moved to dismiss the case and to refer it to the grievance procedure of the contract;
2. The City agreed to waive the time limits in the contract pertaining to filing a grievance;
3. The Firefighters agreed that the contract had a "non-binding" arbitration provision and since the City Manager has already ruled on the request, the mediator's decision would be meaningless.
4. The contract requires non-binding "arbitration" by a third party who will render a "decision" which the City may/may not follow.

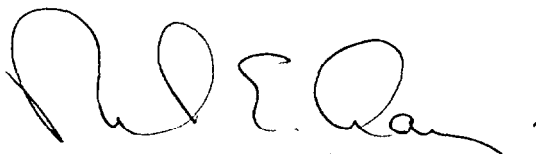
RULINGS OF LAW

The PELRB finds that the requirement of RSA 273-A:4, for a "workable grievance procedure" requires the parties, barring extraordinary circumstances, to complete the grievance procedure prior to PELRB action.

DECISION AND ORDER

(given orally at the close of the hearing on January 6, 1987.)

1. The parties must complete the grievance process.
2. PELRB retains jurisdiction and orders the parties to report compliance.



ROBERT E. CRAIG, Chairman

Signed this 18th day of February, 1987.

By unanimous vote. Oral decision rendered January 6, 1987. Chairman Robert E. Craig presiding, members Seymour Osman and Daniel Toomey present and voting. Also present Evelyn C. LeBrun, Executive Director.