



**STATE OF NEW HAMPSHIRE**  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

**Professional Fire Fighters of Londonderry, Local 3160, IAFF**

**v.**

**Town of Londonderry**

**Case No. G-0069-3**  
**Decision No. 2015-013**

**PRE-HEARING MEMORANDUM AND ORDER**

Date of Conference: January 21, 2015

Appearances: Richard E. Molan, Esq., for the Complainant

Mark T. Broth, Esq., for the Respondent

**Background:**

On December 19, 2014, the Professional Fire Fighters of Londonderry, Local 3160, IAFF (Union) filed an unfair labor practice complaint alleging that the Town of Londonderry (Town) violated RSA 273-A:5, I (h) when it refused to provide a grievance remedy requested by the Union pursuant to the parties' collective bargaining agreement (CBA). The Union alleges that the Town Manager (Step 2 in the contractual grievance procedure) failed to provide a written decision on the Union's grievance within 10 working days as required under the CBA; that, under the CBA, a failure of a party to abide by the grievance procedure time limits "shall be considered a forfeit and the grievance shall be considered settled in favor of the other party"; and that the Town refused to settle the grievance in favor of the grievant and provide the remedy requested by the Union. The Union requests that the PELRB find the Town in violation of RSA

273-A:5, I (h) and order the Town to cease and desist from its refusal to abide by the terms of the CBA.

The Town denies the charges and argues that, as the issue raised by the Union in this case is itself grievable and the CBA provides for binding arbitration, the PELRB should defer to the contractual grievance procedure.

#### ISSUES FOR DETERMINATION BY THE BOARD

Whether the Town violated RSA 273-A:5, I (h) as charged by the Union.

#### WITNESSES and EXHIBITS:

As outlined in the parties' Joint Pre-Hearing Worksheet. Both parties reserve the right to amend their lists of witnesses and exhibits in conformity with Pub 203.01. It is understood that each party may rely on the representations of the other party that witnesses and exhibits appearing on their respective lists will be available at the hearing.

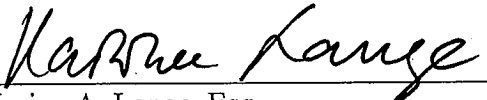
#### DECISION

1. "Parties" means the Union, the Town or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.
2. At the pre-hearing conference, the Town proposed that the parties should resolve through binding arbitration the issue of whether the Town beached the CBA when it refused to settle the grievance in favor of the grievant. The parties jointly requested continuance of the proceedings in this case to allow them additional time to schedule arbitration on this issue. The parties' request is granted. Accordingly, the adjudicatory hearing currently scheduled for February 25, 2015 is cancelled. There shall be no further proceeding in this case until **February 23, 2015**, at which time this case shall be dismissed unless one of the parties files a request for a hearing or other appropriate relief on or before February 23,

2015. The Town's assented to motion to reschedule the adjudicatory hearing is moot and, therefore, denied. The parties shall inform the PELRB of any resolution of this case in the interim.

So ordered.

January 21, 2015

  
Karina A. Lange, Esq.  
Staff Counsel/Hearing Officer

Distribution: Richard E. Molan, Esq.  
Mark. T. Broth, Esq.