

Wayne Georgiana v. Manchester Professional Firefighters, Local 856, IAFF, Decision No. 2013-143 (Case No. G-0199-2).

A firefighter filed an unfair labor practice complaint claiming that the Union breached its duty of fair representation because it agreed with the employer to delay by one month the implementation of a collective bargaining agreement (CBA) provision and because it failed to support his related grievance. The Complainant charged that the Union violated RSA 273-A:3, II (a) (notice of intent to bargain to be given 120 days before budget submission date); 273-A:5, II (f) (breach of collective bargaining agreement); 273-A:6, (I)(relating to PELRB jurisdiction over unfair labor practice charges), and Articles 25.3 (Union meetings with Fire Chief) and 40 (termination and renewal of agreement) of CBA. The Union denied the charges and claimed that it did not violate its duty of fair representation and that it acted in the best interests of the membership. The Union claimed that the delay in implementation of the CBA provision was necessary to avoid further layoffs and it was duly approved by the Union's Executive Board and ratified by a unanimous Union vote. The Union filed a motion to dismiss on the ground that the its Executive Board acted within its authority at all times, that the Complainant, along with other union members, ultimately ratified the Union Executive Board's actions, and that the Complainant failed to exhaust administrative remedies provided in the Union's Bylaws.

The Hearing Officer found that the record did not support a finding that the Union violated its duty of fair representation. The evidence showed that at all times the Union leadership acted in good faith in working with the employer to find an alternative to additional layoffs and in obtaining the approvals of the Executive Board and Union membership. The Union reasonably concluded that the Complainant's grievance could not be prosecuted in good faith, as the grievance was directly contrary to the Union's agreement with the employer, and the evidence was insufficient to prove that, in making its decision not to proceed with the grievance, the Union acted toward the Complainant in an arbitrary manner, a discriminatory manner, or in bad faith. The complaint was dismissed.

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.