

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
PUBLIC EMPLOYEE RELATIONS BOARD

In the Matter of:	)	
Carlease Madison Forbes,	)	
	)	
Complainant,	)	PERB Case No. 88-U-20
	)	Opinion No. 229
v.	)	
	)	
International Brotherhood of	)	
Teamsters, Local Union No. 1714,	)	
	)	
Respondent.	)	

DECISION AND ORDER

On February 24, 1988, Carlease Madison Forbes (Complainant), filed an Unfair Labor Practice Complaint with the D.C. Public Employee Relations Board (Board). The Complainant alleged that Teamsters Local Union No. 1714 (Teamsters) violated D.C. Code Sections 1-618.3(a) and 1-618.4(b)(1) and (2) by failing and refusing to fairly represent bargaining unit employees in the negotiation of a collective bargaining agreement. The Complaint, signed by Forbes, stated that it was filed on his behalf and that of "fellow petitioners" who are also non-uniformed rank and file correctional employees employed by the D.C. Department of Corrections (DOC). Appended to the Complaint was a petition reiterating the Complaint allegations and stating that it was filed as a class action by bargaining unit members whose purported signatures appear on the petition.

The Teamsters filed a Response on March 7, 1988, denying the commission of any unfair labor practice.

The Board concludes that the Complaint fails to state a claim upon which relief can be granted and therefore dismisses it.

The gravamen of the Complaint is that the Teamsters, the certified exclusive representative of a unit of employees of the D.C. Department of Corrections, breached its duty of fair representation by negotiating a collective bargaining agreement

with DOC that contained percentage increases for correctional officers different from correctional officer sergeants.<sup>1/</sup>

The Complaint alleges that these provisions constituted discrimination in violation of the collective bargaining agreement, the By-laws of Teamsters Local 1714 and the Constitution and By-laws of the International Brotherhood of Teamsters, and that the disparity in wage increases breached both the Union's responsibilities under D.C. Code Sec. 1-618.3(a) (standards of conduct), and D.C. Code Sec. 1-618.4(b)(1) and (2) (unfair labor practices). As relief, the Complaint requests that the Board order the Union to cease and desist from discriminating against non-uniformed rank and file and other employees of DOC, that notices be posted so stating; that relief be provided to the Complainant for emotional distress; that all rank-and-file correctional employees receive a three percent (3%) pay increase in April 1988; and that the contractual language be changed accordingly to reflect a uniform increase.

In its Response, the Union points out the wide range of latitude and discretion a union is accorded in negotiating a collective bargaining agreement, citing Ford Motor Co. v. Huffman, 345 U.S. 330 (1953); Baker v. Newspaper Graphic Communications Union, 628 F.2d 156 (D.C. Cir. 1980), and that the Supreme Court has held that unit members' "dissatisfaction" with a union's actions does not constitute a breach of the Union's duty of fair representation, citing Humphrey v. Moore, 375 U.S. 335 (1964).

The Union contends that the contract provides for an initial wage increase of either one thousand dollars (\$1,000) or three percent (3%), whichever is greater, for all employees. An additional increase is provided to correctional officers (sergeants), the Union asserts, as compensation for the failure to keep pace with similar job classifications in other jurisdictions.

The Union accuses the Complainant of abusing the Board's processes and requests the imposition of sanctions against the Complainant, including costs and attorneys fees. The Union also asserts that Board Interim Rule 103.1 makes no provision for

---

<sup>1/</sup> The compensation agreement provided for two increases in the first year (Fiscal Year 1988). The first increase in base salary scheduled for October 1, 1987, was either three percent (3%) or one thousand dollars, whichever was greater. The second wage increase was scheduled for April 1988 with correctional officers receiving a two percent (2%) increase and correctional officer sergeants receiving a three percent (3%) increase.

class action complaints.

The issue before the Board is whether a claim that the Union has discriminated against unit members by negotiating different pay increases for different groups of employees sets forth a cognizable claim under D.C. Code Sections 1-618.4(b)(1) and (2), and 1-618.3(a) which provide the following:

D.C. Code Section 1-618.4

(b) Employees, labor organizations, their agents or representatives are prohibited from:

(1) Interfering with, restraining or coercing any employees or the District in the exercise of rights guaranteed by this subchapter;

(2) Causing or attempting to cause the District to discriminate against an employee in violation of Section 1-618.6....

D.C. Code Section 1-618.3

(a) Recognition shall be accorded only to a labor organization that is free from corrupt influences and influences opposed to basic democratic principles.

The standard for a union's duty of fair representation in contract negotiations under comparable statutory language was enunciated by the Supreme Court in Ford Motor Co. v. Huffman, 345 U.S. 330 (1953), and further refined in Humphrey v. Moore, 375 U.S. 335 (1964). In Huffman, 345 U.S. at 338, the Court observed that:

Inevitable differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.

Compromises on a temporary basis, with a view to long range advantages, are natural incidents of negotiation. Differences in wages, hours and conditions of employment reflect countless variables.

In Humphrey, 375 U.S. at 349 the Court stated:

"[W]e are not ready to find a breach of the collective bargaining agent's duty of fair representation in taking a good faith position contrary to that of some individuals whom it represents nor in supporting the position of one group of employees against that of another.... A wide range of reasonableness must be allowed a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion."

While it is not the Board's intent to apply Huffman and Humphrey in a per se manner, it is clear that those principles establish that a breach of the duty of fair representation is not demonstrated merely by showing differences in pay negotiated for groups of employees within the same bargaining unit. The Complaint does not allege that the Union's conduct was not in good faith. Thus, in the absence of even a colorable claim there is no basis for finding the statutory violations alleged.<sup>2/</sup>

Similarly, the Complainant's pleadings raise no inference indicating interference, restraint or coercion of its membership by the Union. For the reasons stated above, the Union did not cause the District to discriminate against the bargaining unit by implementing the negotiated pay increase provisions.

While the Board concludes that the Complaint must be dismissed, we find no indicia of bad faith in this pro se filing that would warrant the imposition of sanctions requested by the Teamsters of assessing costs or attorneys fees against the Complainant.

---

<sup>2</sup> The cited provisions of the Collective Bargaining Agreement, Constitution and By-Laws of the International Brotherhood of Teamsters and the Local, upon which the Complainant relies, do no more than duplicate the statutorily imposed duty of fair representation upon the Union.

Decision and Order  
PERB Case No. 88-U-20  
Page 5

ORDER

IT IS ORDERED THAT:

The Unfair Labor Practice Complaint is dismissed for failure to state a claim upon which relief can be granted.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD  
Washington, D.C.

August 30, 1989