



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AMHERST EDUCATION ASSOCIATION :

Petitioner :

and :

AMHERST SCHOOL BOARD :

Respondent :

CASE NO. T-0299:2

DECISION NO. 82-75

APPEARANCES

Representing Amherst Education Association:

W. Craig Farrell, UniServ Director, NEA-NH

Representing Amherst School Board:

Bradley F. Kidder, Esq., Counsel

Also Present:

Anne Richmond, Esq.
Paul Tumas
Sam Giaruso
Paul Rayment

Alexander Blastos
Thomas Head
Edith Carson
Lee Ann Wright

BACKGROUND

On January 13, 1982 the parties reached a tentative agreement on a contract for July 1, 1982 through June 30, 1984. The tentative agreement was signed by both parties on May 24, 1982. The agreement contains a provision for "Dental Plan IV coverage A & B (100%)."

On June 16, 1982 the school board through its agent Alexander Blastos, selected and executed a dental plan through their carrier, Northeast Delta which provided only sixty (60) percent coverage on dental maintenance care (plan B).

On July 27, 1982 the Amherst Education Association (AEA) filed an improper practice charge with the PELRB alleging violations of RSA 273A:5:1 (c) (h) and (i). The Amherst School Board on August 2, 1982 requested an extension of the 15 day response time until August 18, 1982. The request for extension was granted via telephone message. On August 18, 1982 the PELRB received the Board's response denying the charges.

FINDINGS OF FACT

1. At a hearing AEA waived its option of pursuing this issue through arbitration.
2. The parties have a valid contract providing for one hundred (100) percent benefit of dental care under both plan A & B.
3. The Board executed a dental plan which did not meet the contractual obligation.
4. The Board investigated the communication between the insurer and the superintendent's office and discovered that the insurer was appraised that the contract called for 100% (both A & B) payment by the agent of the district.
5. The PELRB concludes that:
 - (a) The contract language is clear and unambiguous and calls for 100% payment for both A & B coverage.
 - (b) Both parties to the contract or their agents understood the meaning of the contract and took action accordingly.

DECISION AND ORDER

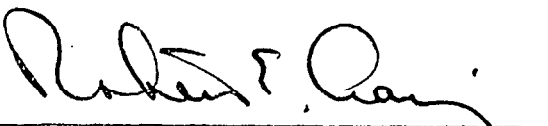
The Board through its agent Alexander Blastos, Superintendent of Schools, has committed an unfair labor practice under RSA 273A 5:1: (h) "to breach a collective bargaining agreement."

The Amherst School Board, through its agent Alexander Blastos, shall cease and desist from breaching the collective bargaining agreement.

The Amherst School Board shall, retroactive to July 1, 1982, give all members of the bargaining unit the benefits they are entitled to under the contract, awarding compensation for benefits lost since July 1, 1982, in accordance with Article XV of the agreement.

The Amherst School Board shall file a copy of any revised or new dental insurance policy with the PELRB. Until such filing, the Amherst School Board shall submit a statement the first of each month beginning in December 1982 to the PELRB attesting that all employees within the bargaining unit who have submitted claims are satisfied.

The Amherst School Board shall post copies of this order in conspicuous places at all work locations of members of the bargaining unit. Posting shall commence on the day of receipt and continue for not less than thirty (30) consecutive days.


ROBERT E. CRAIG, Chairman

Signed this 5th day of November 1982.

By unanimous vote. Chairman Craig presiding, members Seymour Osmand and James C. Anderson present and voting. Also present, Executive Director Evelyn C. LeBrun.