



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

GROVETON TEACHERS ASSOCIATION,
NEA-NEW HAMPSHIRE

Complainant

v.

NORTHUMBERLAND SCHOOL BOARD

Respondent

CASE NO. T-0268:3

DECISION NO. 85-45

APPEARANCES

Representing the Groveton Teachers Association, NEA-New Hampshire

John Fessenden, UniServ Director, Region V

Representing the Northumberland School Board

Charles Micciche, Superintendent

BACKGROUND

On February 25, 1985, the Groveton Teachers Association requested a hearing on Case No. T-0268:3 claiming that the Northumberland School Board had failed to follow the order of the Public Employee Labor Relations Board in the decision which the Board had issued on this case in January of 1984, in that the PELRB, with the agreement of the parties, ordered the resolution of a dispute to arbitration and the Northumberland School Board failed to abide by the arbitrator's award.

The School Board responded that it was under no obligation to follow the arbitrator's award to the letter inasmuch as their grievance procedure has a provision that the arbitration is "advisory only", (Article XVIII, Section C) in the contract that was in force at the time.

A hearing was held in the Public Employee Labor Relations Board's office in Concord, New Hampshire on April 11, 1985 with all parties represented.

FINDINGS OF FACT AND RULINGS OF LAW

At the hearing it became clear that after the arbitrator's award found for the Teachers Association, ordering the School Board to pay them, the

School Board declined to accept this award and instead opted to pay only those teachers who actually incurred the expense of paying the premiums for their health insurance over the summer. After the School Board carried out their interpretation of the award, the Teachers Association asked the arbitrator for a clarification of the decision and the arbitrator reiterated her intention that all teachers should be compensated. The Northumberland School Board again chose not to accept that position, feeling that it was unobliged to make payments to those who had not in fact incurred any loss.

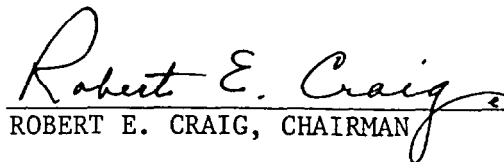
The question before the PELRB is whether or not, given the contract in force at the time and the fact that the PELRB ordered the dispute to arbitration, the School Board is in fact bound to carry out the arbitrator's award to the letter.

The PELRB is persuaded that when a grievance is brought to arbitration with the agreement of both sides, that all must abide by the entire arbitration award. Neither side may "pick and choose" from the arbitrator's award, since this will be negating the act of sending the case to arbitration in the first instance.

It was the PELRB's intention that in ordering this case to an arbitration process that that arbitration will be in fact binding on all parties.

DECISION AND ORDER

It is the decision of the Public Employee Labor Relations Board, in this instance, that the arbitrator's award is binding on all parties and must be carried out to the letter by the Northumberland School District and hereby orders the District to do so.


ROBERT E. CRAIG, CHAIRMAN

Signed this 2nd day of July, 1985.

By unanimous vote. Chairman Robert E. Craig presiding. Present and voting were Members James Anderson and Seymour Osman. Also present, Evelyn C. LeBrun, Executive Director.