TOWN OF ATHOL AND IBPO, RBA-34 (7/13/77).

(90 Commission Practice and Procedure)
94. Arbitration order under c. 150E, §8

Commissioners Participating: James S. Cooper, Chairman; Garry J. Wooters, Commissioner.

Appearances:

Thomas L. McLaughlin - Representing the Town of Athol
David W. Downes - Representing the International Brotherhood of Police Officers

DECISION

On March 16, 1977, the Labor Relations Commission (Commission) issued an Order in the above-captioned matter pursuant to the provisions of Section 8 of Chapter 150E of the General Laws (the Law) directing the Town of Athol (Town) and the International Brotherhood of Police Officers (IBPO) to arbitrate a dispute arising over the interpretation of their current collective bargaining agreement. The Order further provided, "the parties are informed of their right, within forty eight (48) hours from service of this Order to request a hearing to show cause, if there be any, why this Order should be revoked or modified." The Town made a timely request for a show cause hearing, which was conducted on April 21, 1977, before Garry J. Wooters, a member of the Commission. On the basis of the entire record in this matter, we find that no good cause exists why the March 16, 1977 Order should not be affirmed.

The grievance procedure in the current agreement between the parties does not contain a grievance procedure culminating in final and binding arbitration of grievances arising over the interpretation or application of the contract. Rather, the final step of the grievance procedure is advisory arbitration. There is no question that the dispute in this case is over the interpretation of the written agreement between the parties. Thus, the case appears to fall squarely within the ambit of Section 8 of the statute.

The Town argues that the absence of a provision for final and binding arbitration in the contract represents a bargained-for concession by the union. To order arbitration of the grievance in this case would deprive the Town of the benefits of its bargain with the IBPO. The Town concluded that the union has waived its right to a Section 8 order. We disagree.

Section 8 of the Law demonstrates the clear intent of the legislature, that collective bargaining agreements be interpreted through the mechanism of grievance-arbitration procedures culminating in final adjudication of differences by neutral third parties. If the parties do not provide such a procedure, the Commission is empowered to order arbitration. Thus, disputes of this kind will not remain unresolved, producing discontent and labor unrest. We have permitted only narrow exceptions to this policy. In Worcester School Committee, 2 MLC 1155 (1975) the contract between the parties contained a grievance procedure culminating in final and binding arbitration of all but a narrow class of contract disputes. Where the parties had demonstrated their clear intent that a narrow category of disputes should not be arbitrated, the Commission will honor

that agreement. We decline to apply this doctrine to a contract lacking arbitration provisions for any grievance. To do so would frustrate the legislative intent.

Our order of March 16, 1977 is affirmed without modification.

SO ORDERED.

James S. Cooper, Chairman

Garry J. Wooters, Commissioner