

GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD

In the Matter of:)	
)	
The University of the District of)	
Columbia Faculty Association/National)	PERB Case No. 84-A-07
Education Association,)	Opinion No. 95
)	
Petitioner,)	
)	
and)	
)	
The University of the District of)	
Columbia,)	
)	
Respondent.)	
)	

DECISION AND ORDER

On September 4, 1984, the University of the District of Columbia Faculty Association/National Education Association (Petitioner) filed an Arbitration Review Request with the District of Columbia Public Employee Relations Board (Board) seeking review of an Arbitration Award issued on August 7, 1984. In denying a grievance filed by Petitioner against the University of the District of Columbia (Respondent), the Arbitrator ruled that the negotiators of the collective bargaining agreement between Petitioner and Respondent failed to reach a meeting of the minds regarding Petitioner's proposal that six (6) credit hours qualify as a full-time summer teaching workload. In reaching his decision the Arbitrator took into consideration the parties' past practice of using an eight (8) credit hour summer teaching workload in classifying bargaining unit members as full-time. The basis of the appeal is Petitioner's contention that the Arbitrator exceeded his authority in making the Award and that the Award itself is contrary to Respondent's established policies.

On September 19, 1984, Respondent filed its opposition contending that Petitioner "has failed to establish any of the grounds for review as set out in the letter of the law." Respondent asked the Board to deny the Review Request.

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Section 502(f) of the Comprehensive Merit Personnel Act (CMPA) (Codified as District of Columbia Code Section 1-605.2(6)) gives the Board the exclusive power to consider appeals from arbitration awards pursuant to a grievance procedure. However, "such awards may be reviewed only if the arbitrator was without, or exceeded his or her jurisdiction; the Award on its face is contrary to law or public policy; or was procured by fraud, collusion or other similar and unlawful means."

In reviewing the Arbitrator's Award, the Board finds that the decision is based on an interpretation of the meaning of the term "full-time summer teaching workload" under Article IV of the collective bargaining agreement. In the decision, the Arbitrator was careful to point out that his role was to determine the parties intent regarding Article IV, not to legislate a meaning to it as Petitioner urged. The Arbitrator specifically found that there was no evidence that, during the negotiation of the contract, an agreement had been reached that six (6) credit hours was to be a full-time summer teaching workload.

The Board finds, further, that the Arbitrator interpreted the collective bargaining agreement as was his mandate and that interpretation is well within the scope of authority granted. Petitioner's disagreement with the Arbitrator's interpretation, alone, is not sufficient grounds for review of the Award.

O R D E R

IT IS ORDERED THAT:

The Arbitration Review Request is denied.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

January 8, 1985