

AFSCME Local 2932, Dover Custodial & Grounds Employees v. Dover School District,
Decision No. 2008-093 (Case No. E-0058-1).

Background: The union filed an unfair labor practice complaint against the municipal school district on the ground that the district failed to bargain in good faith in violation of RSA 273-A:5, I. The union alleged that the district voted to contract out custodial services currently performed by bargaining unit members and pursued privatization of custodial services while simultaneously negotiating and approving a collective bargaining agreement (CBA) with the union for the same services. The district denied that it violated the statute and asserted that it had a right to privatize under the CBA. The district argued that it bargained in good faith and that the subject matter of the union's complaint should be resolved pursuant to the contract grievance procedure.

Decision: The PELRB granted the district's motion to defer the matter to arbitration. The PELRB stated that although it does not generally have jurisdiction to interpret the CBA when the CBA provides for final finding arbitration, it is empowered to determine as a threshold matter whether a specific dispute falls within the scope of the CBA. The PELRB found that the parties agreed to arbitrate alleged violations of the terms and provisions of their contract and that the parties' contract reflected that they bargained with respect to the subject of privatization. The PELRB found that the dispute was within the scope of the CBA and ordered the parties to complete arbitration by a certain date.

Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.