

**Jeffrey T. Clay v. Newmarket Teachers' Association and Newmarket School District,**  
Decision No. 2010-130 (Case No. E-0092-2).

**Background:** A discharged teacher filed an unfair labor practice complaint claiming that the District and the Union conspired to terminate his employment as retribution for filing grievances; that the Union discriminated against him for not being a dues paying member; and that the Union failed to fulfill its obligation to represent him in its capacity as the exclusive representative of bargaining unit employees. The District denied the charges and claimed that that it complied with the procedures for teacher's termination set forth in RSA 189:13; that the complainant failed to exhaust remedies under the CBA; that his claims are barred by res judicata; that the PELRB does not have jurisdiction over any claims maintained under RSA 189:13 or RSA 275-E; and that the complaint is untimely under the 6 month limitation period set forth in RSA 273-A:6, VII. The Union denied the charges and claimed the complaint was untimely; that the complainant failed to exhaust his remedies; and that he was represented by counsel of his own choosing in his dismissal hearing and was therefore bound by that decision absent an appeal to the Superior Court under RSA 189:14.

**Decision:** The PELRB dismissed the claims against the Union finding that all duty of fair representation claims against the Union based upon conduct that occurred prior to April, 2009 were untimely and that the evidence concerning the time period subsequent to April, 2009 was insufficient to establish that the Union either failed to satisfy its obligation to represent the complainant or that the Union's conduct constituted an improper collusion with the District to terminate the complainant's employment. The PELRB dismissed the claims against the District finding that the was insufficient to establish that the complainant was terminated because he filed too many grievances or because of the nature of his grievances and that the PELRB lacked jurisdiction to review whether the termination violated the provisions of RSA 91-A, RSA 189:13, or RSA 189:14-a, or the parties' CBA.

***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.***