

Conway School District v. Conway Education Association/NEA-NH, Decision No. 2010-205
(Case No. E-0077-5).

Background: The District filed an unfair labor practice complaint claiming that the Union violated RSA 273-A:3, I and RSA 273-A:5, II (d) & (f) when it filed a grievance concerning the school year starting date and that the disputed starting date was agreed upon pursuant to a side bar agreement which was negotiated in conjunction with a tentative successor CBA. The Union denied the charges and claimed that side bar agreement expired when the legislative body voted down the tentative successor CBA because the side bar agreement was dependent on passage of a new CBA.

Decision: The PELRB dismissed the complaint finding that it did not have jurisdiction to interpret the CBA and decide whether it had been violated because the dispute over the start of the teacher work year was subject to the contractual grievance procedure which concluded in final and binding arbitration and that the “arbitrability” of the Union’s grievance was not subject to review at the current stage of the grievance proceedings.

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.