

Monandnock Regional School District v. Monandnock District Education Association/NEA-NH, Decision No 2012-126 (Case No. E-0028-5).

Background: The District complained that the Association violated RSA 273-A:5, II (f) when it requested arbitration of the District's denial of an employee's request to rescind her notice of intent to retire. The District argued that the issue of an employee's right to withdraw a previously submitted notice of intent to retire was not covered by the collective bargaining agreement (CBA); and that it was a discretionary matter within the District's management rights and not subject to the CBA grievance procedure or arbitration. The Association denied the charges and claimed that the dispute was arbitrable because it involved interpretation of the Retirement article of the CBA.

Decision: The District's complaint was denied and that parties were ordered to proceed to arbitration because under the "positive assurance" standard applicable to determining the arbitrability the grievance was arbitrable as, given the language of the CBA Retirement article and definition of a grievance, there was no "positive assurance" that the CBA was not susceptible of an interpretation that covered the dispute.

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.