

Winchester School District v. Winchester Teachers' Association, Decision No. 2016-130 (Case No. E-0193-1).

Background: The District filed an unfair labor practice complaint claiming that the Union violated RSA 273-A:5, II (f)(to breach a collective bargaining agreement) and (g)(to fail to comply with this chapter or any rule adopted hereunder) and RSA 273-A:4 when it demanded arbitration of a school board's decision upholding the non-renewal of a District teacher.

Decision: The Board found that the teacher's non-renewal in this case was not arbitrable regardless of whether the arbitrability of the grievance was analyzed under the RSA 273-A:4 "null and void" language applicable during the "status quo" period between the collective bargaining agreements (CBAs) or under the provisions of the 2015-17 CBA. The Board held that the Union committed an unfair labor practice when it demanded arbitration and ordered the Union to cease and desist from its efforts to arbitrate the subject employee's non-renewal grievance.

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.