

Manchester School District v. Manchester Education Association/NEA, Decision No. 2017-050 (Case No. E-0140-6).

Background: The District filed an unfair labor practice complaint claiming that the Union breached a collective bargaining agreement (CBA) in violation of violated RSA 273-A:5, II (f) when it demanded that the District arbitrate the non-renewal of a continuing contract teacher under the CBA. The District argued that this case was distinguishable from the typical arbitrability case because: (1) the statutory provisions which permitted the arbitration of teacher non-renewals have removed the usual presumption of arbitrability; and (2) the 2015-18 CBA lacked statutorily required language granting the Union the right to bring a teacher non-renewal to arbitration. The Union denied the charge and claimed that it had made a proper demand for arbitration given the relevant law and the provisions of the CBA. The Union also filed a motion to dismiss arguing that the issues raised in the complaint were barred by the doctrine of collateral estoppel given the PELRB's prior decision in *Manchester Education Association/NEA-NH v. Manchester School District*, Decision No. 2016-146, appeal pending, N.H. Supreme Court Case No. 2016-0582.

Decision: The Board denied the Union's motion to dismiss. The Board held that, under the relevant law, the parties were free to include non-renewal actions in their CBA and to subject non-renewals of teachers with continuing contract status to the grievance procedure, including arbitration. The Board found that the non-renewal of teachers with continuing contract status was addressed in detail in a CBA article; and that the disputes arising from the District's administration of this article, like disputes arising under other contract provisions, were subject to the CBA grievance procedure, which included binding arbitration. The District's complaint was dismissed and the parties were directed to proceed to arbitration.

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.