

**Concord School District v. Concord Education Association, NEA-NH**, Decision No. 2017-172 (Case No. E-0206-1).

Background: The District filed an unfair labor practice complaint alleging, among other things, that the Union breached the parties' collective bargaining agreement (CBA) in violation of RSA 273-A:5, II (f) when it filed a grievance relating to the dismissal of a teacher which led to a demand for grievance arbitration. The District argued that the grievance was based on the Superintendent's letter recommending dismissal to the school board and, therefore, was outside the scope of the CBA because "no language in the [CBA] ... can be reasonably interpreted to allow the Union to challenge a letter prepared by the Superintendent pursuant to RSA 189:13." The Union denied the charges and claimed, among other things, that the District's complaint was barred by the doctrine of res judicata because this matter had already been decided in *Concord School District v. Concord Education Association*, PELRB Decision Nos. 89-70 and 90-29.

Decision: The PELRB held that the District's claim was not barred by the res judicata doctrine because this claim did not arise out of the same transaction or occurrence as the claim in PELRB Decision No. 89-70. However, the Board found that RSA 189:13 did not by itself prohibit a CBA from including a "just cause" standard for discipline or termination and that, based on the parties' CBA and case law, the Association did not commit an unfair labor practice when it filed a grievance and requested arbitration of that grievance. The District's complaint was dismissed.

***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.***