



**STATE OF NEW HAMPSHIRE**  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

**Governor Wentworth Regional School District**

v.

**Governor Wentworth Education Association, NEA-New Hampshire**

**Case No. E-0101-2**

**Decision No. 2011-026**

PRE-HEARING MEMORANDUM AND ORDER

Date of Conference: January 20, 2010

Appearances: Maureen L. Pomeroy, Esq. for the Governor Wentworth Regional School District

Steven R. Sacks, Esq. Governor Wentworth Education Association, NEA-New Hampshire

Background:

The Governor Wentworth Regional School District (District) filed an unfair labor practice complaint against the Governor Wentworth Education Association, NEA-New Hampshire (Association) on December 22, 2010. The District claims that the Association committed an unfair labor practice in violation of RSA 273-A:5, II (d), (f), and (g) when it sought to arbitrate a non-renewal of a probationary teacher. The District argues, among other things, that under the parties' collective bargaining agreement (CBA), the only procedure to be followed in the non-renewal of a teacher is "limited to the provisions of RSA 189:13 and /or RSA 189:14-a" and that the CBA is not susceptible to an interpretation that would cover this dispute. The District requests the PELRB declare that the Association's demand for arbitration is

an unfair labor practice in violation of RSA 273-A:5, II (d), (f), and (g), order the Association to permanently cease and desist from attempting to arbitrate its claim, and stay all arbitration proceedings pending a final decision in this case.

The Association denies the charges and claims that the subject of the grievance it seeks to arbitrate is not a non-renewal but rather violations of the CBA which occurred when the District non-renewed the teacher. The Association requests that the PELRB dismiss the complaint and order that the grievance should proceed to arbitration.

#### ISSUES FOR DETERMINATION BY THE BOARD

1. Whether the Association committed an unfair labor practice in violation of RSA 273-A: 5, II (d), (f), and (g) when it demanded arbitration.

#### WITNESSES and EXHIBITS:

As outlined in the parties Joint Pre-Hearing Worksheet. Both parties reserve the right to amend their List of Witnesses and Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. It is understood that each party may rely on the representations of the other party that witnesses appearing on their respective list will be available at the hearing. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is understood that each party may rely on the representations of the other party that the exhibits listed above will be available at the hearing.

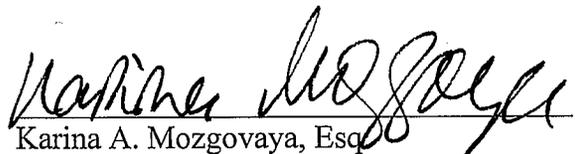
#### DECISION

1. "Parties" means the Association, the District, or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.

2. On January 19, 2011 the Association filed a motion to reschedule the adjudicatory hearing. At the pre-hearing conference, the District indicated that it does not object to this motion. The Association's motion to reschedule the hearing is granted. The adjudicatory hearing currently scheduled for February 11, 2011 is hereby cancelled.
3. At the pre-hearing conference the parties indicated that they are discussing the submission of this case on stipulated facts, joint exhibits, and briefs. Upon review the undersigned hearing officer finds that this case is appropriate for submission on stipulated facts, joint exhibits, and briefs. Accordingly, there shall be no hearing scheduled in this matter unless a party files a request for a hearing on or before **January 31, 2011**. Any such request must state with specificity the factual disputes which require a hearing. Otherwise, the parties shall file their proposed schedule for submission of stipulated facts, joint exhibits, and briefs on or before **February 4, 2011**.
4. On December 23, 2010 the District filed a motion to stay arbitration. At the pre-hearing conference the Association represented that the arbitration hearing has not yet been scheduled and that it does not intend to schedule the arbitration hearing to be held prior to the issuance of the PELRB decision in this case. Given that the arbitration hearing has not yet been scheduled, the decision on the District's motion to stay arbitration is reserved at this time.

So ordered.

January 20, 2011

  
Karina A. Mozgovaya, Esq.  
Staff Counsel/Hearing Officer

Distribution:  
Michael S. Elwell, Esq.  
Maureen L. Pomeroy, Esq.  
Steven R. Sacks, Esq.