



STATE OF NEW HAMPSHIRE
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Raymond School District

v.

Raymond Education Association, NEA-New Hampshire

Case No. E-0104-2
Decision No. 2011-208

PRE-HEARING MEMORANDUM AND ORDER

Date of Conference: August 4, 2011

Appearances: Maureen Pomeroy, Esq. for the Raymond School District

Steven R. Sacks, Esq. for the Raymond Education Association, NEA-
New Hampshire

Background¹:

This case arises from a grievance filed by the Association on behalf of an employee who had received a notice of non-renewal and whose request to be transferred to a different position under the reduction-in-force provisions of the parties' collective bargaining agreement was denied by the District. The School District filed an unfair labor practice complaint against the Association on July 5, 2011 claiming that the Association committed an unfair labor practice in violation of RSA 273-A:5, II (d), (f), and (g) when it filed a wrongful demand to arbitrate the subject grievance. The District asserts that neither the non-renewal decision nor the Superintendent's decision to deny the request for transfer on competency grounds are grievable under the parties' CBA. The District requests that the PELRB declare that the Association's

¹ The parties filed a Joint Pre-Hearing Worksheet on July 28, 2011.

demand for arbitration constitutes an unfair labor practice in violation of RSA 273-A:5, II (d), (f), and (g), order the Association to 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 demand for arbitration is appropriate as the subject grievance is based on the alleged failure to transfer the employee under the reduction-in-force provisions in the parties' CBA and not on the non-renewal. The Association also asserts that the reduction-in-force provisions of the CBA has been arbitrarily and discriminatorily applied and that the disposition of this issue should be made by a neutral arbitrator following the agreed upon grievance process.

ISSUES FOR DETERMINATION BY THE BOARD

Whether the Association's request for arbitration for a grievance involving a denial of transfer under the reduction-in-force provisions of the parties' CBA violates RSA 273-A:5, II (d), (f), and/or (g).

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. The parties shall exchange and file their final witness and exhibit lists no later than 10 days prior to the date of hearing.
3. The parties shall prepare and file a final statement of stipulated facts no later than 10 days prior to the date of hearing.
4. The parties shall pre-mark exhibits by placing identifying markers in the upper right corner of each exhibit, if possible. To facilitate access to a particular exhibit, the parties shall use tabs to separate exhibits.

HEARING

Unless otherwise ordered as a result of the filing of any subsequent motion or for other good cause shown, the adjudicatory hearing between the parties will be held on **September 1, 2011 at 9 a.m.** at the offices of the Public Employee Labor Relations Board in Concord. The time set aside for this hearing is 4 hours.

So ordered.

August 4, 2011


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

Distribution:

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