

Keene School District v. Association of Keene Tutors, NEA-NH, Decision No. 2018-170
(Case No. E-0222-1).

Background: The district claimed that the union violated RSA 273-A:5, II (d) (to refuse to negotiate in good faith with the public employer). The dispute arose out of the district's refusal to provide tutors with funds to purchase a workshop instruction book. This led to a union grievance and a creation of a union's "Go-Fund Me" post. The district claimed (1) that the Go-Fund Me post was inaccurate and misleading to a degree that created negative public perceptions about the district's relationships with its employees; (2) that the union's actions were retaliatory and defamatory; and (3) that the union improperly pressured the district to gain an unfair advantage in future negotiations. The district also argued that the RSA 273-A:3, I good faith bargaining obligation was not limited to contract negotiations and that the union failed to negotiate a pending grievance in good faith. The union countered that the duty to negotiate in good faith did not apply to grievances and that the subject grievance had not been advanced and was abandoned at the time of the Go Fund Me post. The union also disputed district's characterizations of the Go Fund Me post.

Decision: The board rejected the district's claim that that the statutory good faith bargaining obligation applies to the prosecution of grievances based on the statutory language. The board concluded that there was insufficient evidence to sustain the charges and dismissed the complaint.

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.