

Inter-Lakes Education Association, NEA-NH v. Inter-Lakes School Board, Decision No. 2020-187 (Case No. E-0248-1).

Background: The Union claimed that the District violated RSA 273-A:5, I (a), (b), (c), (e), (g), (h), & (i) when it placed teachers on a direct assistance plan, using a form that was unilaterally created and implemented by the District. The District denied the charges and claimed that the collective bargaining agreement (CBA) did not prohibit placement of teachers on the plan and the CBA required the District to assist an employee whenever an employee's performance was unsatisfactory. The District also moved to dismiss on the ground that the PELRB lacked jurisdiction over the complaint because the parties' CBA provided for binding arbitration. The Union objected and later filed an assented to motion for deferral requesting this case to be deferred to arbitration over the contract interpretation questions. This motion was granted.

Thereafter, the District filed a second motion to dismiss on the ground that the arbitrator issued a binding award finding that the District did not violate the CBA when it created and implemented the direct assistance plan and placed an employee on the plan. The Union countered that, even if the arbitrator's award resolved the claims under RSA 273-A:5, I (e), (g), (h), and (i)(contractual language based claims), the PELRB still had primary jurisdiction over the RSA 273-A:5, I (a), (b), and (c) claims.

Decision: The District's motion to dismiss was granted on the ground that the Union's complaint contained no factual allegations to support any claim of interference, coercion or discrimination or any other violation of subsections (a), (b), or (c). The complaint focused on the alleged breach of contract and unilateral change in terms or conditions of employment which was the basis of the arbitration case and the PELRB lacked jurisdiction to decide such matters. The CBA required that the arbitrator's award be binding on both parties. The arbitrator found that there was no violation, and in this case, the arbitrator's award resolved all the claims set forth in the complaint. This case 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.