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**Groton-Dunstable Regional School Committee v. Groton-Dunstable Educators Association,
87 Mass.App.Ct. 621, rev. denied 473 Mass. 1103 (2015)**

I. CASE SUMMARY

After a grievance relative to a terminated PTS teacher was denied, the union sought arbitration under the collective bargaining agreement. The Superior Court granted the plaintiff school committee's judgment on the pleadings, denying arbitration, which the union appealed. The Appeals Court affirmed, finding that a teacher did not have the right under the collective bargaining agreement to pursue arbitration relative to her termination, because M.G.L. c. 71, § 42 exclusively governs arbitration rights in professional teacher status ("PTS") teacher termination cases.

II. SIGNIFICANT FACTS

The school committee and the union had entered into a collective bargaining agreement covering the relevant time period, with a section of the agreement governing grievance arbitration and setting forth detailed arbitration procedures. *See Groton-Dunstable*, 87 Mass.App.Ct. 621 at 621-622.

III. HOLDING

The Appeals Court held that M.G.L. c. 71, § 42 “provides the exclusive route to arbitrate the termination of a teacher with professional teacher status” post Education Reform Act, affirming the Superior Court’s grant of the plaintiff school committee’s motion for a judgment on the pleadings and denying the union’s request for arbitration. *Id.* at 621.

IV. LEGAL ANALYSIS

The Appeals Court addressed the question of whether a union may pursue arbitration on a terminated PTS teacher’s behalf under the terms of a collective bargaining agreement versus pursuing arbitration under M.G.L. c. 71, § 42. Emphasizing that § 42 governs terminate PTS teacher’s arbitration rights and procedures, *Id.* at 622, the court articulated that a terminated PTS teacher may seek arbitrator review of a termination in accordance with statutorily specified procedures, stressing the § 42 exclusivity language: “[w]ith the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination.” *Id.*

V. CONCLUSION

M.G.L. c. 71, § 42, not collective bargaining agreements, exclusively provides for the route to arbitration in a PTS teacher termination case.

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