



Rhode Island State Labor Relations Board

1511 Pontiac Avenue
Building 73, 2nd floor
Cranston, Rhode Island 02920-4407
Website: www.dlt.ri.gov/lrb

August 30, 2012

Barry J. Ricci
Superintendent
Charlho Regional School District
455A Switch Road
Wood River Junction, RI 02894

RE: Case No. ULP-6092
Charlho Regional School Committee
-and-
NEA Charlho

Dear Superintendent Ricci:

Please be advised that an Unfair Labor Practice Charge has been filed with the Rhode Island State Labor Relations Board, by the NEA Charlho that the Charlho Regional School Committee has engaged in unfair labor practices by violating R.I.G.L. 28-7-13 Subsection(s) (3) (5) (6) and (10). (A copy of the charge is enclosed)

By direction of this Board, in place of the oral informal hearing, the parties shall submit a concise, written statement of the facts regarding the issues at hand, in the above-entitled matter.


The statement of facts shall be completed and emailed to all parties (including the Board) by **Friday, September 14, 2012**. You will then have until **Friday, September 21, 2012** to submit responses to the original statements, if required.

Remember, this is only a statement of facts, as you would present to the Board orally during the informal hearing process. I have included the email addresses for all parties concerned below. Please submit the statement of facts and any responses in "PDF" format with an additional copy to this Board in "Word" format.

Additionally, please submit an Entry of Appearance Form along with your statements. The Entry of Appearance Form may be found on the Board's Website at www.dlt.ri.gov/lrb/Forms.

If you have any further questions, please do not hesitate to contact me.

Sincerely,


Robyn H. Golden
Administrator

RHG//

Cc: Susan Rogers
Jon Anderson, Esq.
Gregory Kenney

EMAIL ADDRESSES:

RI State Labor Relations Board - rgolden@dlt.ri.gov
Jeanette Woolley - jwoolley@nea.org

Telephone: (401) 462-8830

Fax: (401) 462-8776

TTY via RI Relay 711

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STATE OF RHODE ISLAND
RI STATE LABOR RELATIONS BOARD

DO NOT WRITE IN THIS SPACE	
Case No.	6092
ULP-	LABOR RELATIONS BOARD
	2012 AUG 30 A 11:35
	<input type="checkbox"/> AMENDED

IN THE MATTER OF	
Charlho Regional School Committee	RESPONDENT
-AND-	
NEA Charlho	COMPLAINANT

UNFAIR LABOR PRACTICE CHARGE
PURSUANT TO R.I.G.L. 28-7-13 / 28-7-13(1)
RI STATE LABOR RELATIONS ACT

FILE AN ORIGINAL, SIGNED IN BLUE INK, WITH THE BOARD. THIS FORM MUST BE TYPED

1. Charge filed by or on behalf of (check one): Individual Employee Organization Employer
If the box titled 'Individual' is checked and the person is represented by a labor organization, in accordance with the Board's Rules and Regulations, Section 9.01.1: The Complainant "shall attach to the Charge an Affidavit which attests to the Labor Organization's refusal to file."

2. Name of Employer: Charlho Regional School Committee
Address: 455A Switch Road, Wood River Junction, RI 02894
Representative (if known): Jon Anderson, Esq. Telephone Number: 401-276-6493

3. Name of Employee Organization: NEA Charlho
Address: c/o NEARI, 99 Bald Hill Road, Cranston, RI 02920
Telephone Number: 401-463-9630 Facsimile: 401-463-5337 Email: jwoolley@nea.org

4. This charge is filed against: EMPLOYER EMPLOYEE ORGANIZATION

5. State the applicable section or sections of the Act which are alleged to be violated. *Failure to specify appropriate subsection(s) may result in dismissal of charge.*
The above named Employer has engaged or is engaging in Unfair Labor Practice(s) within the meaning of RIGL 28-7-13 Subsection(s) 3, 5, 6, 10

OR

The above named Employee Organization has engaged or is engaging in Unfair Labor Practice(s) within the meaning of RIGL 28-7-13.1 Subsection(s) _____

6. Summary of basis of Charge. Be specific as to names, dates, addresses, etc.
(Attach additional sheets if necessary.)

The School Committee unilaterally changed the terms and conditions of employment of the Charlho teachers during the term of the contract, in effect September 1, 2009 through August 31, 2012. The Committee notified the Union on August 27, 2012, at 4:34 p.m. of its intent to not comply with certain contractual provisions, including, but not limited to, compensation for advanced degree stipends and longevity. The Committee further indicated that there would be other unilateral changes without being specific, referring only to "other similar emoluments." This action occurred while the parties were engaged in collective bargaining for a successor agreement. The statutory dispute resolution mechanisms have not been exhausted.

7. Without limiting your rights to later amend your remedial request, please explain what remedy you seek.
Direct the School Committee to cease and desist by complying with the terms of the contract until a successor agreement is reached.

PETITIONER Jeanette Woolley DATE: 8/30/12
SIGNATURE
Name: Jeanette Woolley Title: Assistant Executive Director, NEARI
Address: 99 Bald Hill Road, Cranston, RI 02920
Telephone: 401-463-9630 Cellular No.: 401-447-4132
Facsimile: 401-463-5337 Email: jwoolley@nea.org

NEA CHARIHO
STATEMENT OF FACTS

The Chariho School Committee informed the NEA Chariho of its intent to not compensate teachers for contractually mandated advanced degrees and longevity stipends, as well as step increases on August 27, 2012.¹ (See attached email from School Committee Attorney, Jon Anderson to Jeanette Woolley, NEA Chariho Union Representative). At the time that NEA Chariho received Attorney Anderson's email, the parties were in the process of negotiating a successor agreement. Furthermore, this action occurred during the term of the 2009-2012 collective bargaining agreement (the "CBA")², and prior to the parties exhausting the dispute resolution process.

It is well established that after the parties execute a collective bargaining agreement, the employer's right to make unilateral changes to the terms and conditions of employment covered by the collective bargaining agreement is prohibited under the Rhode Island Labor Relations Act. Here, five (5) days prior to the expiration of the CBA, the School Committee informed the Union that it intended to implement a reduction in teacher compensation "in light of the expiration of the contract," and at the same time offered to negotiate the "resolution of these terms and conditions."³ The Committee further stated that there may be more of this type of unilateral action with respect to "other similar emoluments."

¹ The issue of the School Committee's unilateral action in failing to advance teachers on the salary steps is not included in the Union's charge before the Labor Relations Board. The NEA Chariho has filed a complaint with the Rhode Island Department of Education concerning the School Committee's failure to compensate teachers based upon years of service. We believe this action is in violation of Title 16-7-29 of the General Laws of Rhode Island.


² The CBA did not expire until August 31, 2012 and the first workday for Chariho teachers for the 2012-2013 school year was August 27, 2012. Therefore, it is undisputed that the Chariho teachers worked five (5) days under the terms of the CBA before it expired.

³ The reductions in teacher compensation varies anywhere from \$700.00 to \$5,500, depending upon the individual teacher's advanced degrees and years of service in the school district. (See attached Appendix A – Advanced Work Reimbursement and Longevity, p 32).

The NEA Chariho maintains that the Chariho School Committee has and continues to engage in unfair labor practices, in violation of the Rhode Island Labor Relations Act. Specifically, it is the contention of the Union that the Committee has repudiated the contract when it unilaterally changed the terms and conditions of employment during the term and after the expiration of the 2009-2012 CBA, without negotiating said changes with the NEA Chariho, and that these unilateral changes affect the terms and conditions of employment of the Chariho teachers and are properly subjects of collective bargaining which must be negotiated. Moreover, the Union maintains that the School Committee's unilateral action in reducing teacher compensation has the effect of interfering with the function of the Union by attempting to force concessions during negotiations for a successor agreement, and has resulted in the denial of the rights of the Chariho teachers as guaranteed them by law.

Based upon the foregoing, the NEA Chariho requests that the Board issue a complaint in this matter.

For the NEA Chariho


Jeanette Woolley
Assistant Executive Director
NEARI

September 14, 2012

Woolley, Jeanette [R]

From: Anderson, Jon <JAnderson@edwardswildman.com>
Sent: Monday, August 27, 2012 4:34 PM
To: Woolley, Jeanette [R]
Cc: Barry.Ricci@Charho.K12.n.us
Subject: Negotiations

In light of the expiration of the collective bargaining agreement, the Charho Regional School District School Committee will not be moving people on steps or paying longevity and advanced degree stipends or other similar emoluments. Resolutions of all of these terms and conditions is, of course, negotiable. We look forward to working with your negotiating team and the mediator to conclude a mutually acceptable collective bargaining agreement.



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CHATHAM COUNTY REGIONAL SCHOOL DISTRICT
2012-2013 School Calendar

Month	M	T	W	T	F	(days)	Month	M	T	W	T	F	(days)
August	PD	SO	29	30	NTO	(3)	February	4	5	6	7	8	(15)
September	X	4	5	6	7	(18)		11	12	13	*14 ^{am}	15	
	10	X	12	13	14			X	X	X	X	X	
	17	18	19	*20 ^{am}	21			25	26	27	28		
	24	25	26	27	28		March					1	(20)
October	1	2	3	4	5	(22)		4	5	6	7	8	
	X	9	10	11	12			11	12	13	14	15	
	15	16	17	*18 ^{am}	19			18	19	20	*21 ^{am}	22	
	22	23	24	25	26			25	26	27	28	X	
	29	30	31				April	1	2	3	4	5	(17)
November				1	2	(18)		8	9	10	11	12	
	5	PD	7	8	9			X	X	X	X	X	
	X	13	14	*15 ^{am}	16			22	23	24	*25 ^{am}	26	
	19	20	21	X	X			29	30				
	26	27	28	29	30		May			1	2	3	(22)
December								6	7	8	9	10	
	3	4	5	6	7	(13)		13	14	15	16	17	
	10	11	12	13	14			20	21	22	*23 ^{am}	24	
	X	X	X	X	X			X	28	29	30	31	
	17	18	19	20	21		June	3	4	5	6	7	(11)
	X	X	X	X	X			10	11	12	13	14	
	X							17	X	X	X	X	
January		X	2	3	4	(21)		X				Total	180
	7	8	9	10	11								
	14	15	16	*17 ^{am}	18								
	X	22	23	24	25								
	28	29	30	31									

17th or 18th day - Schools Close; 18-24 - Make-up Days
Last Instructional Day for Seniors - June 4, 2013
Graduation - June 14, 2013

<p>August 24 - NTO-New Teacher Orientation 27 - PD-Professional Development 28 - SO-Staff Orientation (1/2 day) 29 - Students Report</p> <p>September 3 - Labor Day (no school) 11 - Primary Day (no school)</p> <p>October 8 - Columbus Day (no school)</p> <p>November 6 - PD-Professional Development/General Election (no school) 12 - Veterans' Day (no school) 22-23 - Thanksgiving Recess (no school)</p> <p>December 10-11 - Parent Conferences (no school for students) 24-31 - Holiday Recess (no school)</p> <p>*Early Release Thursdays - Students will be dismissed at 12:45 PM at the secondary level and at 1:55 PM at the elementary level. am: AM Pre-K attends from 8:35-1:55; no school for PM Pre-K pm: PM Pre-K attends from 8:35-1:55; no school for AM Pre-K</p> <p>SC Approved 1/10/12, Revised 8/21/12</p>	<p>January 1 - New Year's Day (no school) 21 - Martin Luther King Day (no school)</p> <p>February 18-22 - Winter Recess (no school)</p> <p>March 29 - Good Friday (no school)</p> <p>April 15-19 - Spring Recess (no school)</p> <p>May 27 - Memorial Day (no school)</p> <p>NOTES: <input type="checkbox"/> Boxed Dates = Quarter Ending Dates (Gr. 5-12) <input checked="" type="checkbox"/> Slashed Boxed Dates = Trimester Ending Dates (Gr. K-4) 1. Report cards will be issued five school days following the close of the quarter or trimester at the elementary and middle school levels and six school days at the high school level. 2. Quarterly progress reports will be issued on 9/28, 12/14, 3/1 & 5/10. 3. Trimester progress reports will be issued on 10/12, 1/25 & 5/3.</p>
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**APPENDIX A
SALARY SCHEDULE**

Step	2009-2010	2010-2011	2011-2012
1	38,564	38,564	38,564
2	41,243	41,243	41,243
3	44,028	44,028	44,028
4	46,920	46,920	46,920
5	49,919	49,919	49,919
6	53,026	53,026	53,026
7	56,240	56,240	56,240
8	59,560	59,560	59,560
9	64,702	64,352	63,570
10	70,892	69,145	67,580
11	72,310	73,937	71,590
12			75,600

Advanced Work Reimbursement

Masters or B+36	2,106
Masters + 30 **	3,179
CAGS or 2 Masters	4,240

Requests for Advanced Work Reimbursement must be made prior to October 1 of the year in which the reimbursement is to take effect.

**Courses may be taken before or after receipt of a Masters Degree and with prior approval of the Superintendent. Courses must be taken in an area related to teacher's assignment or certification, but not necessarily in a planned program.

NOTE: All teachers employed by the Committee as of July 1, 1988 will be grandfathered and receive reimbursement for B+15 at \$564 and B+30 at \$1,407 until they achieve the next higher level of reimbursement.

Longevity

Teachers shall receive, during the year of service in the District, as listed:

Years	
11 - 14	700
15 - 19	1,200
20 - 24	1,500
25 or more	2,000

Longevity shall no longer be available for members hired for the 2010-2011 and subsequent school years.

RHODE ISLAND STATE LABOR RELATIONS BOARD

In the Matter of	:	
	:	
Chariho Regional School Committee	:	
	:	
-and-	:	Case No. ULP-602
	:	
NEA Chariho	:	

STATEMENT OF FACTS

The Chariho Regional School Committee ("Chariho") denies the allegations set forth in the charge of NEA Chariho.

Chariho did not unilaterally change anything until NEA Chariho committed its own unfair labor practice by walking out of a bargaining session on August 20, 2012, at 2:23 p.m. that it had previously agreed to attend until 5:00 p.m. NEA Chariho compounded its mistake when its bargaining team further announced at the August 20, 2012, session that it was unilaterally cancelling a previously agreed upon bargaining session on August 21, 2012 from 1:00 p.m. to 5:00 p.m. The spokeswoman of the bargaining team for NEA Chariho complained that her group was "frustrated," yet at the exact time that the bargaining team for NEA Chariho refused to bargain, the School Committee was awaiting a response to its new counterproposals regarding health care and promotions, including a matrix that Chariho proposed to include in the collective bargaining agreement setting forth the weights to be afforded seniority, relevant job experience, and most recent evaluations.¹

¹ Whereas Chariho has always been ready, willing, and able to bargain, NEA Chariho has doggedly refused offers to bargain on both Labor Day weekend and the weekend after Labor Day. NEA Chariho's excuse for refusing to bargain on September 8, 2012, is particularly galling: NEA Chariho's bargaining team wanted to play in a charity golf tournament. Members of Chariho's negotiating team support the same charity and were also supposed to play in the charity golf tournament, but they would have made arrangements to have others take their places at the golf tournament. The members of the negotiating team for NEA Chariho refused to do the same.

Chariho cannot bargain with an empty chair. Put another way, when NEA Chariho made the mistake of walking out of the bargaining session on August 20 and unilaterally cancelling the previously agreed upon bargaining session on August 21 despite the fact that Chariho had just made a new counterproposal, the bargaining team of NEA Chariho held the door wide open for Chariho to act unilaterally effective upon the expiration of the current collective bargaining agreement. Consequently, Chariho gave notice on August 27, 2012, of its intention not to pay step increases, longevity, and advanced degree stipends. None of these actions could have any force and effect, however, until the expiration of the current collective bargaining agreement on August 31, 2012. Indeed, the notice makes specific reference to the "expiration of the current contract" which both parties had previously agreed would occur on August 31, 2012.

In sum, in light of NEA Chariho's repeated refusals to bargain, Chariho did not commit an unfair labor practice when it acted unilaterally.

CHARIHO REGIONAL SCHOOL COMMITTEE

By its Attorney,



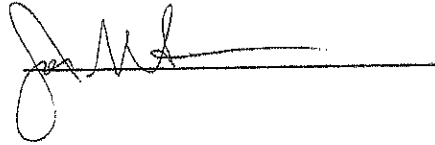
Jon M. Anderson (#3946)
EDWARDS WILDMAN PALMER LLP
2800 Financial Plaza
Providence, RI 02903
Telephone: (401) 274-9200
Facsimile: (401) 276-6611
janderson@edwardswildman.com

CERTIFICATE OF SERVICE

I hereby certify that on September 14, 2012, I caused a true copy of the within to be sent by pdf to:

Jeanette Woolley at jwoolley@nea.org

rgolden@dt.ri.gov

A handwritten signature in black ink, appearing to be "J. Woolley", is written over a horizontal line.

NEA CHARIHO RESPONSE

RE: Case No. ULP-6092

September 21, 2012

The NEA Chariho has not refused to bargain with the Chariho School Committee.

The parties began bargaining a successor Agreement in January, 2012, and by mid-August had made minimal progress. The parties met on the following dates: January 31, February 28, March 12, April 3, April 24, May 15, May 29, June 5, June 19, June 26, and August 20. The School Committee's bargaining team was unavailable during the entire month of July.

During our last bargaining session on August 20, the School Committee finally provided the Union with a written response to the Union's health insurance counter proposal. In response to the Union's questions concerning the proposal, Attorney Anderson's response was "take it or leave it."

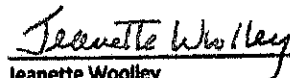
Chariho schools were scheduled to open beginning the week of August 27. Believing that assistance in reaching agreement on a successor Contract was necessary, on August 20, at approximately 2:30 p.m., the Union informed the School Committee of its intent to seek mediation. On August 21, 2012, consistent with 528-9.3-9, the Union requested that the Department of Labor and Training appoint a mediator. On August 27, 2012, Director Fogarty appointed Bruce Kogan. The parties are at present engaged in the statutory dispute resolution process.

While it is true that the August 27, 2012, email from Attorney Anderson, School Committee Representative to Woolley, NEA Chariho Representative, made reference to the "expiration of the contract," it is untrue that the school committee's unilateral action in refusing to pay teachers for contractual advanced degree and longevity stipends, "had no force and effect until the expiration of the current collective bargaining agreement on August 31, 2012."

The School Committee's own records show this statement to be false. The 2012-13 School Calendar, provided with the Union's Statement of Facts on September 14, shows that the teacher's first day of employment for the school year was August 27, 2012. Chariho teachers are paid on a bi-weekly basis (see Article 11 of the 2009-12 CBA), making September 7, 2012 the first pay period. Compensation for the week of August 27-31 is included in the September 7 pay period.

The Chariho School Committee has repudiated the contract by unilaterally changing its terms and conditions during the term and after the expiration of the 2009-12 CBA, and prior to exhausting the statutory dispute resolution process.

For the NEA Chariho


Jeanette Woolley
Assistant Executive Director
NEARI

September 21, 2012

RHODE ISLAND STATE LABOR RELATIONS BOARD

In the Matter of :
: Chariho Regional School Committee
: -and- : Case No. ULP-602
: :
: NEA Chariho :
:

CHARIHO'S COUNTER STATEMENT OF FACTS

The Chariho Regional School Committee ("Chariho") herein responds to the statement of facts offered by NEA Chariho.

Nowhere in NEA Chariho's recitation of facts is there any acknowledgement by NEA Chariho of the mistake it made when it walked out of the negotiations on August 20, 2012. At or about 2:20 p.m., Chariho handed out a counterproposal regarding all aspects of health care and a counterproposal regarding promotions. While Chariho readily admits that its representative said that the part of the proposal regarding health savings accounts was "take it or leave it," Chariho further indicated that it had some flexibility in the part of the proposal regarding the phase in of the 20% co-share over three years. Rather than make a counterproposal to Chariho's health care proposal or make a counterproposal to Chariho's proposal regarding promotions that Chariho had also provided in writing, the spokeswoman for NEA Chariho announced that the Union was "frustrated," unilaterally cancelled negotiations for the remainder of the day despite the agreement to bargain until 5:00 p.m., and unilaterally cancelled negotiations already agreed upon for the next day, August 21, 2012. The NEA Chariho negotiating committee then unilaterally walked out.

NEA Chariho's decision to unilaterally cancel an already scheduled negotiating session, let alone unilaterally walk out of a negotiating session, was a mistake. The fact that the Union also announced that it was invoking statutory mediation does not mean that the Union could

unilaterally quit bargaining. Chariho, after all, cannot negotiate with an empty chair. By unilaterally walking out, NEA Chariho opened the door for Chariho to take its own unilateral action upon expiration of the collective bargaining agreement on August 31, 2012, the only action Chariho took.

In sum, in light of NEA Chariho's repeated refusals to bargain, Chariho did not commit an unfair labor practice when it acted unilaterally.

CHARIHO REGIONAL SCHOOL COMMITTEE

By its Attorney,



Jon M. Anderson (#3946)
EDWARDS WILDMAN PALMER LLP
2800 Financial Plaza
Providence, RI 02903
Telephone: (401) 274-9200
Facsimile: (401) 276-6611
janderson@edwardswildman.com

CERTIFICATE OF SERVICE

I hereby certify that on September 21, 2012, I caused a true copy of the within to be sent by pdf to:

Jeanette Woolley at jwoolley@nea.org

Robyn Golden at rgolden@dlt.ri.gov

