

STATE OF RHODE ISLAND

BEFORE THE STATE LABOR RELATIONS BOARD

In the MATTER of	:	
	:	
COVENTRY SCHOOL COMMITTEE	Employer :	
- and -	:	CASE NO. ULP-3431
	:	
COVENTRY TEACHERS ALLIANCE	Petitioner:	

D E C I S I O N

- and -

O R D E R

The above matter came on to be heard before the State Labor Relations Board pursuant to an unfair labor practice charge filed by the Union alleging in substance that the Respondent, namely, the Coventry School Committee, had refused to execute a collective bargaining agreement previously agreed to by the parties during collective bargaining negotiations including the provisions of Article 5, 5-5.

Lengthy hearings were held concerning this matter and it appears from the various hearings that the Coventry Teachers Alliance and the Respondent, Coventry School Committee executed a collective bargaining agreement effective September 1, 1975 and running through August 31, 1977. Prior to its expiration date in August, 1977, the parties sought to negotiate a new agreement by means of collective bargaining. However, the facts disclosed that the parties were not successful and pursuant to the provisions of Section 28, Chapter 9.3 of the Rhode Island General Laws, the parties submitted the unresolved issues to arbitration.

Subsequently, the arbitration panel delivered its award on July 18, 1977, said award being designated as Petitioner's Exhibit No. 1. Reference to this Exhibit, and more specifically to Pages 17 and 18 of the Arbitrator's Award, clearly shows the background of the current argument pertaining to Article 5, 5-1, of the collective bargaining agreement. The argument relating to Article 5, 5-1 is raised as Issue No. 4 in the arbitration hearing. Apparently, the Union proposed a new clause to be included in the collective bargaining agreement as follows:

"The Coventry Teachers Alliance shall be consulted prior to any changes in curriculum. Furthermore, if the School Committee curtails or eliminates any programs, those teachers affected by this change shall be notified three (3) years prior to this change."

It is clear from the discussion of the Arbitrator that the School Committee objected strenuously to this proposal mainly on the ground that there was no feasible way to notify the collective bargaining representative three (3) years prior to the date that termination notices would be sent out. Consequently, the Arbitrator rejected this part of the proposed new clause, but it appeared in this award that the Arbitrator did not reject the entire language contained in that new clause. For example, the Award says as follows:

"That this new clause not be included in the new contract and that the Advisory Board of which the alliance is a part be notified of and consulted prior to implementation of major changes pursuant to Article 5."

It is important to note that this language referable to the Advisory Board being notified is included under the Arbitrator's category of "Award." While there may be some conjecture as to the intent of the Arbitrator, it is clear to us that this language was,

in fact, contained in the Award.

Neither was there any dissent by the School Committee's representative on the Arbitration Panel to this particular portion of the Award. Thereafter, as the record discloses, the parties were unable to reach agreement as to the terms of a collective bargaining agreement and a subsequent strike resulted.

Subsequent to the Arbitrator's Award of July 18, 1977, the respective parties, namely, management and union, met on different occasions to review the contract that reportedly had been arrived at.

Thereupon on October 7, 1977, Mr. Skolnik, the Attorney for the Union produced in written form a proposed contract for the School Committee and its attorney to review. The transcript is clear that the contract was reviewed in its entirety and that all parties in attendance at this particular meeting, which took place in Attorney Arthur Capaldi's office, were aware of the fact that Mr. Berger, President of the Teachers Union was going to take the product of that meeting to be printed. This was done as is evident by Petitioner's Exhibit No. 5 and it is also clear that at no time prior to February 15, 1978, did the School Committee or any person on its behalf raise any questions as to the content of the language contained in Petitioner's Exhibit No. 5.

Petitioner's Exhibit No. 5 reads as follows:

"The Advisory Board will be notified of and consulted prior to the implementation of major changes, pursuant to Article 5."

It seems clear to us that this language, since it is part of the Arbitrator's Award dated July 17, 1977, which language contains in essence the Arbitrator's Award with the exception of

the three (3) year prior notification period, is what the parties intended to include in the contract during their collective bargaining negotiations subsequent to the date of the Arbitrator's Award.

For the foregoing reasons, we make the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The Coventry School Committee is a duly constituted committee within the Town of Coventry, a municipal corporation, duly organized under the Constitution and the General Laws of Rhode Island, with its headquarters located on Flat River Road, Coventry, Rhode Island.

2. The Coventry Teachers Alliance is a labor organization which exists and is constituted for the purpose in whole or in part, of collective bargaining and of dealing with employers in grievances or other mutual aid or protection.

3. Certain unresolved issues were submitted to Arbitration as provided for by Chapter 9.3, Title 28, General Laws of the State of Rhode Island, as amended by the Coventry Teachers Alliance and the Coventry School Committee.

4. One of the issues submitted to Arbitration was Issue Number 4.

5. Issue Number 4 was decided by the Arbitrator.

6. That the Arbitrator's decision as to Issue Number 4 is as follows:

"AWARD:

That this new clause not be included in the new contract and that the Advisory Board, of which the Alliance is a part, be notified of and consulted prior to implementation of major changes, pursuant to Article 5."

7. That subsequent to the Arbitrator's decision of July 18, 1977, other issues remained unresolved.

8. That prior to the opening of the school year in 1977, a strike ensued in the Coventry School System.

9. That the strike was settled on or about September 26, 1977.

10. That on October 7, 1977, a meeting was held at the office of the School Committee's Attorney, Arthur Capaldi, for the purpose of putting together a draft of the agreement for final review for the School Committee.

11. That the subject of Article 5, Section 5-5, was discussed.

12. That as a result of said meeting certain "Galley Sheets" were prepared and sent to the printers for final drafting.

13. That these "Galley Sheets" contained Article 5, Section 5-5, which reads as follows:

"The Advisory Board will be notified of and consulted prior to the implementation of major changes, pursuant to Article 5."

14. That these "Galley Sheets" were presented to the School Committee and its representatives some time in November, 1977.

15. That at no time prior to February 15, 1978, was there any objection by the School Committee and/or its representatives that this particular Article with the particular language contained, therein, should be excluded from the contract.

16. That the School Committee refuses and continues to refuse to sign the collective bargaining agreement with Article 5, 5-5 included therein.


CONCLUSION OF LAW

That the failure of the Coventry School Committee to sign the collective bargaining agreement with Clause 5, 5-5 included therein, which Clause was the subject matter of collective bargaining and mutual agreement between the respective parties, constitutes an unfair labor practice charge.


ORDER

WHEREIN, by virtue of the powers vested in this Board by the Rhode Island State Labor Relations Act, the Rhode Island State Labor Relations Board orders the Respondent, the Coventry School Committee, to execute the terms of the collective bargaining agreement, forthwith.

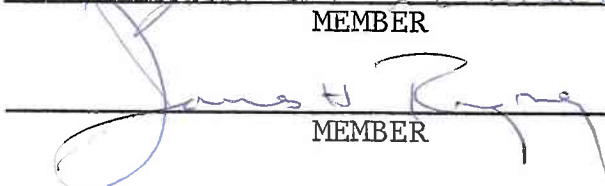
RHODE ISLAND STATE LABOR RELATIONS BOARD



CHAIRMAN



MEMBER



MEMBER

Entered as Order of the
Rhode Island State Labor
Relations Board

DATED: January 10, 1979

BY: 

ADMINISTRATOR