STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

IN THE MATTER OF	:	
	:	
RHODE ISLAND STATE LABOR RELATIONS BOARD	:	CASE NO: ULP-5283
	:	
-AND-	:	
STATE OF RHODE ISLAND, DEPARTMENT OF LABOR & TRAINING:	:	

DECISION AND ORDER of DISMISSAL

TRAVEL OF CASE

The above entitled matter comes before the Rhode Island State Labor Relations Board (hereinafter "Board") on an Unfair Labor Practice Complaint (hereinafter "Complaint") issued by the Board against the State of Rhode Island, Department of Labor & Training (hereinafter "Employer") based upon an Unfair Labor Practice Charge (hereinafter "Charge") dated July 24, 1997, and filed on July 28, 1997, by R.I. Council 94, AFSCME, AFL-CIO, Local 2869 (hereinafter "Union").

The Charge alleged:

Violation of Section 27-7-13 Paragraphs (3), (6), (7) and (10)

1. The representatives of the Department of Labor and Training have made changes in working conditions without negotiating the changes with the collective bargaining agent.

2. The Department of Labor and Training displaced employees from their job locations when they required five members of the bargaining unit to relocate.

3. The Department of Labor and Training is requiring members of the bargaining unit to begin filling out forms to account for the employees time. This was instituted without negotiations with the Union.

4. Management is refusing to hear grievances presented by the union.

Following the filing of the Charge, an informal conference was held on September 5, 1997, between representatives of the Union and Respondent and an Agent of the Board. When the informal conference failed to resolve the Charge, the Board issued the instant Complaint on June 8, 1999. The Employer filed its answer to the Complaint on June 16, 1999, denying the allegations contained in paragraphs 3 and 4 of the Complaint.

A formal hearing on this matter was held on February 10, 2000. Upon conclusion of the hearing, both the Employer and the Union submitted written briefs. In

arriving at the Decision and Order herein, the Board has reviewed and considered the testimony and evidence presented and arguments contained within the post hearing briefs.

FACTUAL SUMMARY

In 1996, the Rhode Island General Assembly enacted legislation to merge two separate state departments, the Department of Labor and the Department of Employment & Training, into one consolidated department, the Department of Labor & Training. The headquarters for the new department was located at 101 Friendship Street in Providence and Dr. Lee Arnold was appointed as the Director.

Various divisions of the new department were located in various parts of the State. At the time of the merger, the old Department of Labor had a fiscal unit of five employees located at 610 Manton Avenue in Providence. The Friendship Street location had a fiscal unit of 23 employees; both units performed similar functions. Following the merger, a decision was made to consolidate the fiscal units for efficiency and ease of administration. In February 1997, Director Arnold conducted a meeting at the Friendship Street location with the five employees from the Manton Avenue office to discuss the move and to introduce them to their new work environment. The employees were encouraged to talk to Director Arnold about the details of the proposed move and to discuss any of their concerns. During April and May, 1997, Director Arnold and his staff conducted additional meetings with Union representatives to discuss the details of the relocation. The Manton Avenue employees were relocated in June 1997.

The only real difference between the two locations for the employees was that the parking offered by the State (which remained free) was located one mile away from the office. A shuttle bus provided transportation from the parking site to the work site. The State also made reimbursement available for those employees who could not park in the lot, due to reasons beyond their own control.

POSITION OF THE PARTIES

The Union argues that the Employer unilaterally changed the terms and conditions of employment for the five fiscal unit employees when it transferred them without prior negotiations regarding the impact to the employees. The Union claims that the credible evidence establishes that the employees had an increased work day imposed upon them

because they had to leave earlier in the morning to get to work, because of the location of the parking in relation to the work site. The Union also complains that the Employer failed or refused to discuss grievances.

The Employer argues that it could not have violated R.I.G.L. 28-7-13 (6) or (10) because neither statute contains the word "negotiate", and so therefore it had no obligation. The Employer also argues that since the Union was aware of the upcoming change, it had the duty to request any bargaining, if it felt that the same was necessary. Finally, although the Employer admits that there certainly was a delay in hearing some grievances immediately after the consolidation, the problem was due to the logistics of the move and that it was resolved within approximately one month.

DISCUSSION

The Employer claims that because the statute uses the words "collectively bargain", rather than the word "negotiate", in the charge and Complaint, it is insufficient and the Complaint must be dismissed for that reason. The Board finds that the Employer's argument is a distinction without a difference, and that the term collectively bargain, by its definition, includes the act of negotiating. Therefore, the Complaint will not be dismissed for that reason.

The Employer correctly identifies the narrow issue for the Board to decide; that is whether the relocation of the fiscal unit to the Friendship Street location resulted in any change to any other term or condition of employment. In this case, the Employer's change is work site was within minutes of the former location. This is not a case where the Employer relocated from one end of the state to the other, thus creating a real impact upon its employees. The new location was located within a few minutes drive. The fact that one or two employees would now have a marginally longer work commute does not constitute a unilateral change in the hours of work, which would have been an unfair labor practice.

In addition, the Employer continued its practice of providing free parking to its employees and provided an additional benefit of a shuttle van from the parking facility to the work site. The fact that the employees felt that this was an inconvenience to them and that they preferred to have parking immediately adjacent to their work site is of no

consequence. The Employer cannot be faulted for a few minor subjective inconveniences, especially when it clearly took all reasonable steps, and then some, to prevent any discomfort. In any event, there was no change to anyone's hours of work, pay, or other terms and conditions of employment. This is not a situation where any employee would now be required to have to drive a car as part of his or her employment. That type of situation is entirely different than the facts presented herein. Therefore, this Board finds that the Employer did not commit any unfair labor practice in connection with the physical consolidation of the work sites or by providing free parking at a longer distance from the work site than was previously enjoyed.

Finally, the Union complains that the Employer refused to hear grievances. The Employer admits that there was a lag time in getting some grievances heard immediately following the move. This Board cannot agree that a one month delay after a move constitutes an unfair labor practice, especially since there was a problem in transferring the appropriate documents to hearing officers. The grievances did in fact get heard, albeit a little more slowly than was the norm. Therefore, the credible evidence of the record did not establish that the State refused to hear the grievances, only that it had experienced some temporary glitches in the process, glitches that were resolved within a reasonable time frame.

Finally, the Union also complained that the Employer instituted a time sheet reporting requirement. There is nothing unusual or unfair about requiring employees to record and account for their work time for accounting and payroll purposes. The Union's charge is unfounded.

Therefore, this Board hereby dismisses its Complaint and the Union's charges of unfair labor practices.

FINDINGS OF FACT

1) The Respondent is an "Employer" within the meaning of the Rhode Island State Labor Relations Act.
2) The Union 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 and as such is a "Labor Organization" within the meaning of the Rhode Island State Labor Relations Act.

3) The Department of Labor and the Department of Employment & Training were merged by statute into a consolidated Department of Labor & Training in 1996.

4) In early 1997, Dr. Lee Arnold, Director of the Department, decided to consolidate two fiscal offices which worked in different locations, both located within the City of Providence. Dr. Arnold met with the five affected employees to discuss the move.

5) Additional meetings were held in April and May 1997, between representatives of the Union and the Employer, to discuss the details of the move. The move took place in June, 1997.

6) The employees who were required to move to the new work location were still provided free parking by the Employer, but the parking was located one mile away. The Employer provided free transportation from the parking facility to the work site and made reimbursement available to employees who could not park in the facility, through no fault of their own.

7) After the move was completed, the Employer experienced some temporary problems with the logistics of hearings for grievances. The problems were resolved within a relatively short time frame after the move and the grievances were then processed accordingly.

8) The Employer did not refuse to hear grievances.

CONCLUSIONS OF LAW

1) The Union has not proven by a fair preponderance of the credible evidence that the Employer has committed a violation of R.I.G.L. 28-7-13 Paragraphs (3), (6), (7) or (10).

ORDER

1) The Unfair Labor Practice Charge and Complaint in this matter are hereby dismissed.

RHODE ISLAND STATE LABOR RELATIONS BOARD

Walter J. Lanni, Chairman

Frank J. Montanaro, Member

Joseph V. Mulvey, Member (Dissent)

Gerald S. Goldstein, Member

Ellen L. Jordan, Member

John R. Capobianco, Member

Elizabeth S. Dolan, Member

Entered as an Order of the
Rhode Island State Labor Relations Board

Dated: October 24, 2000

By: _____
Joan N. Brousseau, Administrator