

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

IN THE MATTER OF :
:
RHODE ISLAND STATE LABOR :
RELATIONS BOARD :
:
-AND- :
:
TIVERTON SCHOOL DEPARTMENT :
:

CASE NO. ULP 6240



ORIGINAL

CONSENT ORDER

By agreement of the parties, the Rhode Island State Labor Relations Board ("SLRB") makes the following findings of fact.

1. NEA Tiverton, Local 833/NEARI/NEA (hereinafter, "Union") is the exclusive collective bargaining representative for teachers of the Tiverton School Department (hereinafter, "Employer", "Respondent", or "Tiverton").
2. There was at all times relevant to this case a valid collective bargaining agreement in effect between Respondent and the Union.
3. Amy Mullen (hereinafter, "Mullen") is employed by the Respondent as a Special Education Teacher.
4. At the time of the suspension, Mullen served - and continues to serve - as the president of the local union (NEA Tiverton).
5. Peter Sanchioni (hereinafter, "Sanchioni") is employed by the Respondent as the Superintendent of Schools.
6. On March 13, 2019, Sanchioni placed Mullen on administrative leave with pay pending investigation of allegations of misconduct.
7. In his letter of March 13, 2019, Sanchioni explicitly directed Mullen to "not to contact any staff..." during the period of administrative leave.

8. On March 22, 2019, the Union attorney wrote to Sanchioni requesting clarification of his directive; asking, "Are you telling NEA Tiverton President Mullen that she cannot communicate with the members of her union?"
9. On March 26, 2019, the Attorney for the Respondent answered the Union's question, stating: "By way of response, the directive was that Ms. Mullen refrain from contracting '...any staff or students.' While we understand that Ms. Mullen is the Union President, we do not believe that this directive unduly interferes with Union operations. We note that the Union has other local representatives, as well as a state-level representative, Linda LaClair. They will be able to deal with any needs that Union members may have in Ms. Mullen's absence - as they likely already have done during other leaves of absence that Ms. Mullen has taken over the years. Accordingly, Tiverton's directive stands."
10. Tiverton instructed Mullen not to speak to staff members during her investigative leave, in order to protect the integrity of the investigation, and also to protect Mullen from accusations of improperly influencing staff members.
11. The Union acknowledges Tiverton's rationale (No. 10, above) and without accepting it as true will address its relevance in the brief.
12. When Tiverton put a staff member on administrative leave pending investigation of misconduct, Tiverton instructed that staff member not to speak to staff members as a standard practice.
13. The Union has no knowledge of the occasion referred to in No. 12 (above) nor any reason to dispute it occurred and will address its relevance in the brief.
14. On May 2, 2019, Sanchioni issued a written reprimand for Mullen's conduct on two occasions.
15. Sanchioni also informed Mullen that she will be returned to work upon her acknowledging receipt of Sanchioni's written reprimand, which Mullen was directed to do by no later than May 10, 2019.
16. The Union filed a grievance on or about May 6, 2019, appealing Sanchioni's written reprimand of Mullen through the grievance/arbitration process.

17. The grievance has been filed for arbitration, but no hearing date has been scheduled.
18. On May 17, 2019, the Union filed an Unfair Labor Practice Charge against the Employer in which the Union alleged that the Employer:
 - a. Violated the Act by prohibiting Mullen from communicating with her members, thereby denying them her assistance and impeding the local from carrying out its statutory responsibilities.
 - b. Violated the Act by prohibiting Mullen from communicating with her members, thereby denying Mullen the ability to effectively defend herself against charges of misconduct.
19. On July 10, 2019, the SLRB issued a Complaint on the Union's Unfair Labor Practice Charge, Case No. ULP 6240.
20. There being no material dispute of facts, the parties have agreed to waive a formal hearing in this matter scheduled for March 17, 2020.
21. The parties have agreed upon the exhibits, which will be submitted without objection by either party, when the parties file their briefs.

ORDER

Based on the foregoing and upon agreement of the Parties, the following order shall enter that the matter shall be briefed thirty (30) days from notification by the Board Administrator upon granting of this Order.

On behalf of the Respondent
By its Attorney,

/s/ Vicki Bejma

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On behalf of the Union
By its Attorney,

/s/ John Leidecker

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RHODE ISLAND STATE LABOR RELATIONS BOARD

/s/ Walter J. Lanni

Walter J. Lanni, Chairman

/s/ Scott G. Duhamel

Scott G. Duhamel, Member

/s/ Aronda R. Kirby

Aronda R. Kirby, Member

/s/ Kenneth B. Chiavarini

Kenneth B. Chiavarini, Member

/s/ Derek M. Silva

Derek M. Silva, Member

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

Dated: May 19, 2020

By: Robyn H. Golden
Robyn H. Golden, Administrator