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	:	
-AND-	:	CASE NO. ULP-6397
PROVIDENCE PUBLIC SCHOOL DEPARTMENT	:	

DECISION AND FINAL ORDER OF FAILURE TO CONCLUDE ON SUBSTANTIVE GROUNDS

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 Providence Public School Department (hereinafter "Employer") based upon an Unfair Labor Practice Charge (hereinafter "Charge") dated May 4, 2023 and filed on the same date by the R.I. Council 94, AFSCME, AFL-CIO, Local 1339, (hereinafter "Union").

The charge alleged as follows:

> On March 18, 2024, the Providence Public School Department (PPSD) presented the Union with a plan to lay off six (6) union employees in the human resources office. This plan was presented by Chief Talent Officer Herman James and attorney Charles Ruggerio. Three (3) of these positions (one of which has been recently vacated) are to be replaced with non-union employees. The other three (3) positions will be replaced with two (2) "new" union positions. These so-called "new" positions have the same duties and compensation, but will have new titles. Regardless, all three (3) current union employees will be forced to apply and interview for the "new" positions. In addition, PPSD seeks to create a new supervisor position to oversee the remaining two (2) union positions. The three (3) current positions are held by the local president, vice president, and a member of the local executive board. It was well-known that such plans were imminent. However, PPSD refused to negotiate with the Union on them. Additionally, CTO James has stated that PPSD will not permit the laid off employees to exercise their bumping rights under the collective bargaining agreement and instead must select from vacant positions. The affected union members were informed that the layoffs would take effect in three (3) weeks. This action follows from a layoff in May 2023, wherein five (5) displaced school clerks were not allowed to bump. The Union filed for arbitration on this matter and a decision is currently pending. This is not only a flagrant violation of various provisions of the collective bargaining agreement. It is also a material change to working conditions without collective bargaining. furthermore, this action targets three (3) key local officers (including the president and vice president) in retaliation for their protected union activities, including testifying against the employer in multiple previous

> arbitrations. Additionally, the decision not to allow laid off employees to bump runs afoul of the pending arbitration for the same issue. Rushing this employment action is a clear attempt to avoid having the arbitration award from controlling the present situation. For this reason, this action the employer undermines the collective bargaining process and violates the labor relations act.

Following the filing of the Charge, each party submitted written position statements and responses as part of the Board's informal hearing process. The parties submitted both statements and responses in a timely manner. On April 19, 2024, the Board issued its Complaint, alleging the Employer violated R.I.G.L. 28-7-13 (5), (6), (7), (8) and (10) when, through its representative, the Employer (1) unilaterally announced a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, without bargaining with the Union; (2) unilaterally announced a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, and announced that three (3) of the Union positions eliminated would become non-union positions without negotiating the change with the Union; and (3) unilaterally announced a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, in retaliation for the Union members exercising their protected concerted rights; (4) unilaterally announced a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, and unilaterally decided that the laid off employees would not be allowed to exercise their contracted for bumping rights without first negotiating with the Union; and (5) in unilaterally announcing a layoff of six (6) Union members in the Human Resources Office and converting three (3) Union positions to non-union positions without altering the composition or duties of the positions and refusing and failing to bargain with the Union over the change, the Employer has violated the Act.

The Board held four (4) formal hearings on June 20, 2024, September 12 and 17, 2024 and October 3, 2024. In addition, the Employer submitted to the Board prior to the commencement of the formal hearing process a written motion to dismiss the pending complaint and the Union objected to the motion during the June hearing date. After listening to oral arguments, the Board made no decision on the motion and offered the parties the opportunity to submit additional written arguments. The Union did not submit a written response. The Board, at its August 13, 2024 meeting and after reviewing the written and oral arguments made by the parties, denied the Employer's Motion to Dismiss.

At the conclusion of the formal hearings, post-hearing briefs were filed by the Union and the Employer on December 20, 2024. In arriving at the Decision herein, the Board has reviewed and considered the testimony and exhibits submitted at the hearing and the arguments contained within the post-hearing briefs submitted by the parties.

DISCUSSION

The matter before the Board is the Union's claim of an unfair labor practice against the Employer due to the Employer's action of (1) unilaterally announcing a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, without bargaining with the Union; (2) unilaterally announcing a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, and announcing that three (3) of the Union positions eliminated would become non-union positions without negotiating the change with the Union; and (3) unilaterally announcing a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, in retaliation for the Union members exercising their protected concerted rights; (4) unilaterally announcing a layoff of six (6) Union members in the Human Resources Office, including the Union President and Vice-President and an Executive Board member, and unilaterally deciding that the laid off employees would not be allowed to exercise their contracted for bumping rights without first negotiating with the Union; and (5) in unilaterally announcing a layoff of six (6) Union members in the Human Resources Office and converting three (3) Union positions to non-union positions without altering the composition or duties of the positions and refusing and failing to bargain with the Union over the change.

The factual background of this case is not complicated and is, for the most part, agreed upon by the parties. The Employer and the Union have been parties to a collective bargaining agreement for many years. At the time this matter was brought before the Board, the parties were operating under a CBA dated September 1, 2018 through August 31, 2021 (Joint Exhibit 1). The parties did have a tentative CBA pending dated September 1, 2021 through August 31, 2024 (Joint Exhibit 2). The essence of the case before the Board, as noted above, involves the Employer's decision to reorganize the Human Resources office by displacing[1] certain bargaining unit personnel and eliminating some bargaining unit positions and creating non-union positions. The decision to displace bargaining unit personnel was made by Herman James, the Employer's Chief Talent Officer. Mr. James was hired by the Employer in October, 2022 and shortly thereafter initiated an assessment of the Human Resources office. (Transcript dated September 17,

[1] On May 11, 2023, the Employer notified impacted Union members that it had made the decision to close two elementary schools and that their positions were being eliminated. Impacted employees were told that they would be able to select a position for the 2023 – 2024 school year from a list of vacant clerical positions. However, when the Union, on behalf of the impacted employees, requested that the employees be allowed to exercise their bumping rights under the CBA, the Employer denied the request. The Union filed an Unfair Labor Practice charge (ULP-6367) alleging the Employer violated the Act and the CBA when it failed to allow employees whose jobs had been eliminated to bump other less senior employees. In September 2023, during negotiations for a new CBA, the parties agreed that the subject of ULP-6367 would be submitted to arbitration pursuant to the parties then existing CBA. The matter was heard by Arbitrator Walter Hunter on March 4, 2024 and, after each party submitted a memorandum of law, on June 17, 2024, during the pendency of the Board hearing process for ULP-6397, the Arbitrator issued his decision. As is relevant to the instant matter, the Arbitrator denied the Union's grievance, finding that the "essential element of a layoff under this CBA is the temporary or permanent cessation of employment." (Respondent Exhibit 13 at page 23). When employees were notified on March 19, 2024 of the specifics of the reorganization that is the subject of the instant case before the Board, they were notified that had been displaced (and not laid off) consistent with the Employer's position before the Arbitrator. (See Petitioner Exhibits 5 and 6).

2024, Vol. III, pages 243 – 245). This assessment was based on Mr. James's experience as a human resource professional as well as a review of two studies or reports[2] that had been commissioned by or were available to the Employer. (Transcript dated September 17, 2024, Vol. III, pages 243 – 246). As a result of this assessment, Mr. James concluded in February 2023 that a "reorganization" of the Human Resources office was necessary. (Transcript dated September 17, 2024, Vol. III, page 246 – 247).

The first conversation with employees impacted by a potential reorganization occurred in the fall of 2023. (Transcript dated September 12, 2024, Vol. II, pages 152 – 153; 177; September 17, 2024, Vol. III, pages 210 – 211; 243 – 245).[3] Thereafter, sporadic meetings or conversations were held by Union representatives with Mr. James in which the reorganization was brought up or discussed between the parties. (Transcript dated September 12, 2024, Vol. II at pages 156 – 157; 180 – 181; September 17, 2024, Vol. III, pages 211 – 213). On March 18, 2024, Mr. James and the Employer's attorney met with Patrick Cannon, the Union's attorney and senior staff representative, to discuss the details of the reorganization as it would impact members of the Union. (Transcript dated September 17, 2024, Vol. III, pages 259 – 262). After this meeting, letters were sent to individual bargaining unit members informing them that the Human Resources Department was to be restructured and that individuals were considered to be "displaced" from their positions. (Petitioner Exhibits 5 and 6). According to the testimony, while there were discussions between Union representatives and the Employer about the implementation date of the reorganization, the content of new job descriptions and a retirement incentive, (Transcript dated September 17, 2024, Vol. III, pages 222 – 224; 230 – 231; 234), at no time during or after these various meetings (i.e., between September 2023 and March 2024) did the Union formally request to bargain with the Employer concerning the Employer's reorganization decision or the effects of that decision on members of the bargaining unit. (Transcript dated September 17, 2024, Vol. III, pages 229 – 230; 235 – 237).

The reorganization was conducted in three (3) phases. The first phase occurred between September and October, 2023 and involved only non-union personnel. (Transcript dated September 17, 2024, Vol. III, pages 250 – 252). The second phase of the reorganization occurred in November 2023 and also involved non-union personnel. (Transcript dated September 17, 2024, Vol. III, page 252). The third phase of the reorganization impacted six (6) members of the Union,[4] including the local Union

---

[2] According to Mr. James's testimony, he reviewed a report compiled by Johns Hopkins Institute titled the Johns Hopkins Institute for Education Policy's Report and a report titled the Urban Schools Human Capitol Assessment report. (see Joint Exhibit 5; Transcript dated September 17, 2024, Vol. III, page 245).

[3] The Union Local's president, Charlene Vela, testified that the first time she was officially informed of the reorganization was on March 18, 2024, (Transcript dated June 20, 2024, Vol. I at pages 38 – 39; 42 – 43), though she did acknowledge a meeting in December 2023 where the reorganization was discussed. (Transcript dated September 12, 2024, Vol. II, pages 87 – 88). However, the more credible testimony on this point is that the Union was at least aware of the reorganization sometime between September and November of 2023. (Transcript dated September 12, 2024, Vol. II at pages 152 – 153; September 17, 2024, Vol. III at pages 210; 218).

[4] Two additional clerical employees from a different union, Laborers Union Local 1033, were also impacted during phase three of the reorganization. As with the Local 1339 members, the members of Local 1033

President, Vice-President and Corresponding Secretary. (Transcript dated September 17, 2024, Vol. III, pages 252 – 253). The three (3) Union officers were long time employees of the Employer and had also worked long term in the Human Resources office. (Transcript dated June 20, 2024, Vol. I, pages 35 – 37; September 12, 2024, Vol. II, pages 150 – 152). The Union members were offered the opportunity to choose from vacant positions for which they were qualified, but they were not allowed to bump less senior personnel and they were not allowed to select their former position even if it was vacant. (Transcript dated June 20, 2024, Vol. I, pages 59 – 62; September 12, 2024, Vol. II, pages 192). Union members were allowed to apply to be hired into the new positions. Both the Union President and Vice-President applied for positions in the reorganized Human Resources office, but neither were selected. (Transcript dated June 20, 2024, Vol. I, page 60). Instead of selecting vacant positions, all three (3) Union officers elected to retire.

In the present case, the essence of the Union's complaints centers on the Employer's alleged violations of the Act by failing to bargain with the Union regarding the unilateral reorganization of the Human Resources office, by unilaterally and without bargaining converting some Union positions into non-union positions and by displacing three (3) Union officers due to their concerted activity.

Regarding the claim that the Employer failed to bargain with the Union, the evidence before the Board is that the Union had at least some knowledge of the Employer's plans to reorganize the Human Resources office as early as September 2023. (Transcript dated September 12, 2024, Vol. II, pages 152 – 154; Transcript dated September 17, 2024, Vol. III, pages 210; 218; 250 – 253; 257 – 258). In addition, there were other moments in the fall of 2023 and January 2024 where the Union was aware that the reorganization was proceeding. (Transcript dated September 17, 2024, Vol. III, pages 210 – 213; 218 – 220). Yet at no time between September 2023 and March 18, 2024 did the Union ever request, either formally or informally, that the Employer engage in collective bargaining regarding its reorganization decision or the effects of that decision on the bargaining unit. (Transcript dated September 12, 2024, Vol. II, pages 105 – 106; Transcript dated September 17, 2024, Vol. III, pages 229 – 230; 235 – 237; 257 – 258).[5]

Regarding the Union's concerted activity claim, as the Board has made clear in the past, if an employer takes adverse action against an employee due to or because the employee engaged in protected concerted activity the employer would be in violation of the Act. As the Board stated in *Rhode Island State Labor Relations Board and Rhode Island Council on Elementary and Secondary Education and Rhode Island Department*

---

who lost their positions were provided with a list of vacant positions from which to choose a position to move into, provided they possessed the necessary qualifications. (Transcript dated September 17, 2024, Vol. III, pages 229 – 230; 235 – 237).

[5] Notwithstanding this testimony, the Union argued that until March 2024 when it was officially notified of the impact of the reorganization on members of the bargaining unit, there was nothing for the Union to discuss with the Employer. In March 2024 when the Union did request bargaining or attempt to discuss the reorganization, it is alleged that the Employer refused. (Transcript dated September 17, 2024, Vol. III, pages 213 – 218; 229 – 230)

of Elementary and Secondary Education, ULP-6297, (September 5, 2023), the rights of employees are set forth in R.I.G.L. § 28-7-12 of the Act. One of these rights is to engage in what is termed "concerted activity". Interference, restraint or coercion in the exercise of these additional rights under the Act or discrimination by an employer against employees for engaging in such concerted activities violates the Act. The term "concerted activities" is intentionally broad. However, for "concerted activities" to be protected, the employee activity that is undertaken must be done by two (2) or more employees or by one (1) employee on behalf of other employees. Thus, the National Labor Relations Board (NLRB) has determined, for example, that a conversation involving only a speaker and a listener may constitute concerted activities if it has some relation to group action in the interest of employees (*see Mushroom Transportation Company v. NLRB*, 330 F.2d 683, 685 (3rd Cir. 1964); *see also Mobile Exploration and Producing U.S. v. NLRB*, 200 F.3d 230 (5th Cir. 1999)).[6] To be protected under the Act, employee activity must be both "concerted" in nature and pursued either for union-related purposes aimed at collective bargaining or for other "mutual aid or protection". Thus, the concert requirement of the Act has not been literally construed to limit protection solely to employee activity involving group action directly. Thus, in determining whether activity by a single employee is concerted, the NLRB (and this Board) will look to the purpose and effect of the employee's actions. (*See NLRB v. Caval Tool Division, Chromalloy Gas Turbine Corp.*, 262 F.3d 184 (2nd Cir. 2001). In the case before the Board, the Union alleges that the displaced Union officers engaged in conduct that constituted protected, concerted activity under the Act.

The issue before the Board is whether the Employer's action in reorganizing the Human Resources office was due to the displaced Union officers having engaged in the protected concerted activity. The Employer has asserted that its decision to reorganize the Human Resources office was based on legitimate, non-discriminatory reasons. The Employer points to the Johns Hopkins and Urban Schools reports and claimed cost savings as the basis for the need to reorganize and notes that the reorganization affected both non-union personnel as well as Union members. (See Joint Exhibit 5; Respondent Exhibit 11; Transcript dated September 17, 2024, Vol. III, pages 210; 243 – 247; 250 – 253; 254 – 255). On the other side, the Union has argued, as discussed above, that the Employer failed to bargain with the Union over its unilateral actions in displacing bargaining unit members and converting union positions into non-bargaining union positions. The Union also contends that the actions of the Employer were made in retaliation for Union officers engaging in protected, concerted activity. However, in thoroughly reviewing the evidence in this case, the Board has found few, if any, concrete examples of protected activity engaged in by the impacted Union officers.[7]

---

[6] Rhode Island courts have looked to the Act's federal counterpart, the National Labor Relations Act, and federal case law decided under the federal Act for guidance in the field of labor law. (*See DiGuilio v. Rhode Island Brotherhood of Correctional Officers*, 819 A.2d 1271, 1273 (R.I. 2003); *MacQuattie v. Malafronte*, 779 A.2d 633, 636 n.3 (R.I. 2001)). Thus, as appropriate, the Rhode Island Supreme Court has adopted federal labor law case decisions. (*See Belanger v. Matteson*, 115 R.I. 332, 338 (R.I. 1975)).

[7] The Union president testified she believed she was displaced due to her "institutional knowledge" and her strong union advocacy. (Transcript dated June 20, 2024, Vol. I, pages 63 – 64; September 12, 2024,

In this case, the Board finds itself once again in the position of having a deadlocked Board for the purposes of voting. The vote of the Board is deadlocked on the substantive issues of the allegations contained in the Unfair Labor Practice Complaint. Board Chairman Walter Lanni and Board Members Stan Israel and Lawrence Purtill argued that the Employer's action in unilaterally reorganizing the Human Resources office and specifically failing to bargain with the Union regarding the changes and impact to the bargaining unit and displacing Union officers based on their concerted activity was done in violation of the Act. As such, Chairman Lanni and Members Israel and Purtill asserted that the Employer's conduct constituted an unfair labor practice. However, Board Members Aronda Kirby, Kenneth Chiavarini and Harry Winthrop argued that there was no evidence to support the unfair labor practice allegations. They noted the evidence that the Union had failed to request bargaining even though it had knowledge of the reorganization and the fact that there was a paucity of evidence in the record showing that any of the Union officers had engaged in protected, concerted activity or that the Employer acted in response to such alleged activity.

Unfortunately, the Board has no mechanism to deal with deadlocked votes. The Board's enabling Act does not provide for alternate members who can be utilized for breaking tied votes. Thus, without a majority to support the motion, the Board has no choice but to dismiss the within matter.

Finally, the Board makes clear that a tie vote among its members, as occurred in this case, means that the Complaint has not been upheld and the allegations raised in the Complaint have been denied as there is no majority consensus on the issue presented to the Board. As explained in *Roberts Rules of Order*, a tie vote on the question presented means the motion is lost (see *Roberts Rules of Order,* Ch. VIII). In the instant case, the Board vote was 3 to 3, meaning the motion to dismiss the Complaint was defeated.

Employer Motion to Dismiss

As noted above, the Employer also filed a Motion to Dismiss ULP-6397 prior to the commencement of the formal hearing process. The basis for the Employer's motion centered on the Election of Remedies and Collateral Estoppel theories. The Board reviewed the Employer's motion and the Union's objections at its August Board meeting. The issues addressed by the Board are discussed below.

Election of Remedies

The Employer asserts that ULP-6397 must be dismissed because the Union filed a grievance under the CBA on the same issues and seeking the same remedy as what is contained in the present pending unfair labor practice case before the Board. However, upon closer inspection the facts reveal that the Union filed an unfair labor practice in 2023 (ULP-6367) regarding a situation similar to the facts asserted in ULP-6397. After filing

---

Vol. II, Pages 146 – 148). Even if the Board were to consider such conduct to be protected, concerted activity, there is insufficient evidence to sustain a finding that this was the basis of the reorganization.

ULP-6367, the Union and the Employer agreed to submit the case to arbitration and the Union withdrew ULP-6367. The arbitration award was decided in the Employer's favor. However, because the arbitration award was decided based on circumstances set forth in ULP-6367 and not the circumstances alleged in ULP-6397, the defense of Election of Remedies does not apply in the present case. In other words, the arbitration addressed ULP-6367, a case that was brought in 2023. A year later, in 2024, the Union filed a different unfair labor practice involving different circumstances from those alleged in ULP-6367. Thus, the Union's filing for arbitration (something that the parties agreed to do) only applies, for Election of Remedies purposes, to ULP-6367 and not the matter pending before the Board.

Collateral Estoppel

The Employer also claims that ULP-6397 should be dismissed because the arbitration award addressed a fact pattern between the same parties that is now before the Board in ULP-6397. The doctrine of Collateral Estoppel provides that an issue of ultimate fact which has actually been litigated and determined cannot be re-litigated between the same parties in future proceedings. In the instant case, the Employer asserts that the allegations contained in ULP-6397 are the same as the allegations set forth in ULP-6367 and because those issues were decided in the arbitration case involving these same two parties, the issues cannot be litigated again before this Board. However, and again upon closer inspection, the Employer's argument on this point is flawed. First, the Union has alleged that in eliminating positions of Union officers, the Employer interfered with the concerted activity of those Union members in violation of the Act. This allegation, which was not contained in ULP-6367, adds a new issue, one that these parties have not previously litigated, that is appropriate for the Board to hear and decide. Second, a close review of the arbitration award shows that while the arbitrator addressed the central issue of what is a "layoff" under the CBA, the award did not speak to the Employer's unilateral action and whether such is allowed under the Act. In short, the Board sees sufficient differences between ULP-6367 and ULP-6397 so that the doctrine of Collateral Estoppel is not applicable in the present case.

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. In October, 2022 the Employer hired Herman James as its Chief Talent Officer. Mr. James initiated an assessment of the Human Resources office. This assessment was based on Mr. James's experience as a human resource professional and a report compiled by Johns Hopkins Institute titled the Johns Hopkins Institute for

Education Policy's Report and a report titled the Urban Schools Human Capitol Assessment report.

4. In February 2023, Mr. James concluded that a "reorganization" of the Human Resources office was necessary.

5. The first conversation with employees who were impacted by a potential reorganization, including Union members, occurred in the fall of 2023.

6. Between September 2023 and early March 2024, sporadic meetings or conversations were held by representatives of the Union with Mr. James in which the reorganization was brought up or discussed between the parties.

7. On March 18, 2024, Mr. James and the Employer's attorney met with the Union's attorney/senior staff representative, to discuss the details of the reorganization as it would impact members of the Union.

8. After the March 18 meeting, letters were sent to individual bargaining unit members informing them that the Human Resources Department was to be restructured and that individuals in that office were considered to be "displaced" from their position.

9. Between September 2023 and March 18, 2024, the Union did not formally request to bargain with the Employer concerning the Employer's reorganization decision or the effects of that decision on members of the bargaining unit.

10. After receiving notice of displacement, Union representatives engaged in discussions with the Employer about the implementation date of the reorganization, the content of new job descriptions and a retirement incentive.

11. The reorganization was conducted in three (3) phases. The first phase occurred between September and October, 2023 and involved only non-union personnel. The second phase of the reorganization occurred in November 2023 and also involved non-union personnel. The third phase of the reorganization impacted six (6) members of the Union, including the Local Union President, Vice-President and Corresponding Secretary.

12. The three (3) Union officers displaced by the reorganization were long time employees of the Employer and had also worked long term in the Human Resources office.

13. Union members who were displaced were offered the opportunity to choose from vacant positions for which they were qualified, but they were not allowed to bump less senior personnel and they were not allowed to select their former position even if it was vacant.

14. Union members were allowed to apply to be hired for the new positions created by the reorganization.

15. Both the Union President and Vice-President applied for positions in the reorganized Human Resources office, but neither were selected.

16. Instead of selecting vacant positions, all three Union officers elected to retire.

CONCLUSIONS OF LAW

Since the Motion on the Unfair Labor Practice resulted in a 3 to 3 tie vote, the Motion was defeated and the within matter must be dismissed.

ORDER

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

RHODE ISLAND STATE LABOR RELATIONS BOARD

WALTER J. LANNI, CHAIRMAN (DISSENT)

ARONDA R. KIRBY, MEMBER

KENNETH CHIAVARINI, MEMBER

STAN ISRAEL, MEMBER (DISSENT)

LAWRENCE PURTILL, MEMBER (DISSENT)

*BOARD MEMBER HARRY F. WINTHROP VOTED IN FAVOR OF DISMISSING THE MATTER; HOWEVER, WAS ABSENT FOR SIGNING THE DECISION AND ORDER.

**BOARD MEMBER SCOTT DUHAMEL WAS ABSENT FROM THE MEETING, AND THEREFORE, DID NOT VOTE ON THE MATTER.

ENTERED AS AN ORDER OF THE
RHODE ISLAND STATE LABOR RELATIONS BOARD

Dated: 4/1, 2025

By: _____
THOMAS A. HANLEY, ADMINISTRATOR

ULP-6397

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

IN THE MATTER OF PROVIDENCE PUBLIC SCHOOL DEPARTMENT -AND- RI COUNCIL 94, AFSCME, AFL-CIO, LOCAL 1339	:	CASE NO. ULP- 6397

NOTICE OF RIGHT TO APPEAL AGENCY DECISION
PURSUANT TO R.I.G.L. 42-35-12

Please take note that parties aggrieved by the within decision of the RI State Labor Relations Board, in the matter of Case No. ULP- 6397, dated April 1, 2025, may appeal the same to the Rhode Island Superior Court by filing a complaint within thirty (30) days after **April 7, 2025.**

Reference is hereby made to the appellate procedures set forth in R.I.G.L. 28-7-29.

Dated: April 7, 2025

By: _____
Thomas A. Hanley
Administrator