

**THE CITY OF PROVIDENCE**  
**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

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# **RESOLUTION OF THE CITY COUNCIL**

*No.*

*Approved*

WHEREAS, In recent years, Providence has seen a calamitous reduction in State aid; and

WHEREAS, There is an estimated \$110 million deficit for FY2012 as determined by the Municipal Finance Review Panel; and

WHEREAS, Providence taxpayers are already burdened by some of the highest property taxes in the state; and

WHEREAS, Providence must comply with Rhode Island General Law 44-5-2 which caps the property tax levy imposed by municipalities; and

WHEREAS, The Providence City Council is charged with ratifying collective bargaining agreements with Providence school employees; and

WHEREAS, Current state law does not provide for binding arbitration for school employees; and

WHEREAS, The Providence City Council respects the collective bargaining process as enshrined in Section 907 of the Home Rule Charter; and

WHEREAS, Binding arbitration will undermine the collective bargaining process by removing the incentive to collectively bargain; and

WHEREAS, Binding arbitration would let a three-member arbitration board decide whenever there was a disputed contract item and these unelected arbitrators' decisions could not be appealed in the state court system; and

WHEREAS, Binding arbitration would eliminate the incentive for unions representing school employees to engage in collective bargaining with a city in financial crisis if the terms of the expired contract are favorable to the union; and

WHEREAS, Binding arbitration for school employees would deprive local elected officials of their duty and responsibility of controlling the biggest component of the school department's budget.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence respectfully requests the Rhode Island General Assembly to oppose 2011 H-5961 and S-794 and any other unfunded spending mandates by the General Assembly proposed in the current legislative session; and

BE IT FURTHER RESOLVED, That a copy of this Resolution be forwarded to every Rhode Island municipality, State Senator, State Representative and the Governor.

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2011

A N A C T

RELATING TO LABOR AND LABOR RELATIONS -- SCHOOL EMPLOYEE  
ARBITRATION

Introduced By: Representatives McCauley, Savage, Blazejewski, Lally, and Carnevale

Date Introduced: March 22, 2011

Referred To: House Labor

It is enacted by the General Assembly as follows:

1           SECTION 1. Sections 28-9.3-9, 28-9.3-10, 28-9.3-11 and 28-9.3-12 of the General Laws  
2   in Chapter 28-9.3 entitled "Certified School Teachers' Arbitration" are hereby amended to read as  
3   follows:

4           **28-9.3-9. Unresolved issues submitted to mediation or arbitration.** -- (a) In the event  
5   that the negotiating or bargaining agent and the school committee are unable, within thirty (30)  
6   days from and including the date of their first meeting, to reach an agreement on a contract, either  
7   of them may request mediation and conciliation upon any and all unresolved issues, including,  
8   but not limited to, the expenditure of money by the director of labor and training or from any  
9   other source. ~~If mediation and conciliation fail or are not requested, at any time after the thirty~~  
10 ~~(30) days, either party may request that any and all unresolved issues shall be submitted to~~  
11 ~~arbitration by sending the request by certified mail postage prepaid to the other party, setting forth~~  
12 ~~the issues to be arbitrated.~~

13           (b) In the event that the negotiating or bargaining agent and the school committee are  
14   unable to reach an agreement on a contract thirty (30) days before the last day on which money  
15   can be appropriated by the city and town to cover the first year of the contract period, any and all  
16   unresolved issues, including, but not limited to, the expenditure of money shall be submitted to  
17   the director of labor and training for compulsory mediation until the date upon which the money  
18   is scheduled to be appropriated. The director of labor and training or his or her designee may

1 waive this requirement upon the mutual agreement of the parties.

2 (c) In the event that the negotiating or bargaining agent and the school committee are  
3 unable within ten (10) days of the scheduled close of school in June of the last year of the  
4 contract in effect to reach an agreement on a contract, any and all unresolved issues shall be  
5 submitted to the director of labor and training for compulsory mediation.

6 (d) If the parties cannot mutually agree upon a mediator within twenty-four (24) hours,  
7 the director of labor and training shall select a mediator from a panel previously established by  
8 the director comprised of persons knowledgeable in the field of labor management relations to  
9 mediate the dispute. The department of labor and training is empowered to compel the attendance  
10 of all the parties to any and all meetings it deems necessary until the dispute is resolved.

11 (e) For any mediation pertaining to unresolved issues that are submitted to compulsory  
12 mediation between the negotiating or bargaining agent and the school committee, pursuant to the  
13 provisions of this section, the state shall pay up to five thousand dollars (\$5,000) of the cost of the  
14 mediation expenses. Any costs above five thousand dollars (\$5,000) shall be shared equally  
15 between the bargaining unit and the school committee.

16 (f) If no agreement is reached by midnight of the expiration of the existing contract, or by  
17 mutual agreement of the parties at an earlier point in the mediation process, the parties shall  
18 submit a list of their respective unresolved issues to the mediator. If an agreement is not reached  
19 prior to the opening of school, teachers shall continue to work under the terms of the existing  
20 contract.

21 (g) The parties shall then proceed to arbitration with the composition of the arbitration  
22 board made in accordance with section 28-9.3-10.

23 (h) Between ten (10) and fifteen (15) prior to the first scheduled arbitration hearing, the  
24 parties shall meet with the mediator and submit to the mediator their respective positions on each  
25 individual issue in dispute between them in the form of a last best offer.

26 (i) In the event an agreement is still not reached by the date of the first scheduled  
27 arbitration hearing, the parties shall proceed with arbitration. The arbitration panel shall resolve  
28 separately each individual disputed issue by accepting the last best offer thereon of either of the  
29 parties, and shall incorporate in a decision each such accepted individual last best offer. The  
30 decision shall be rendered within thirty (30) days of the conclusion of the arbitration hearings,  
31 and shall be retroactive to the expiration date of the prior contract.

32 **28-9.3-10. Arbitration board -- Composition.** -- (a) Within seven (7) days after  
33 arbitration has been requested as provided in section 28-9.3-9, the negotiating or bargaining agent  
34 and the school committee shall each select and name one arbitrator and shall immediately notify

1 each other in writing of the name and address of the person so selected. The two (2) arbitrators  
2 selected and named shall, within ten (10) days from and after their selection, agree upon and  
3 select and name a third arbitrator, who shall be selected from a list of retired trial court judges  
4 and/or justices who have previously served as judges and/or justices in a Rhode Island trial court.

5 If within the ten (10) days the arbitrators are unable to agree upon the selection of a third  
6 arbitrator, the third arbitrator shall be selected in accordance with the rules and procedure of the  
7 American Arbitration Association.

8 (b) If the negotiating or bargaining agent agrees with the school committee to a different  
9 method of selecting arbitrators, or to a lesser or greater number of arbitrators, or to any particular  
10 arbitrator, or if they agree to have the board of regents for elementary and secondary education  
11 designate the arbitrator or arbitrators to conduct the arbitration, the agreement shall govern the  
12 selection of arbitrators. However, if the board of regents for elementary and secondary education  
13 is unwilling or fails to designate the arbitrator or arbitrators, an alternative method of selection  
14 shall be used.

15 (c) The third arbitrator, whether selected as a result of agreement between the two (2)  
16 previously selected arbitrators, or selected under the rules of the American Arbitration  
17 Association, or by the board of regents for elementary and secondary education, or by any other  
18 method, shall act as chairperson.

19 **28-9.3-11. Hearings.** -- (a) The arbitrators shall call a hearing to be held within ~~ten (10)~~  
20 sixty (60) days after their appointment and shall give at least seven (7) days notice in writing to  
21 the negotiating or bargaining agent and the school committee of the time and place of the hearing.  
22 The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall  
23 not be binding. Any documentary evidence and other data deemed relevant by the arbitrators may  
24 be received in evidence.

25 (b) The arbitrators shall have the power to administer oaths and to require by subpoena  
26 the attendance and testimony of witnesses, and the production of books, records, and other  
27 evidence relative or pertinent to the issues presented to them for determination. The provisions of  
28 this subsection shall not prohibit the respective parties from engaging in continued negotiations  
29 and/or from reaching a compromise agreement on their own accord, separate and apart from the  
30 arbitration, prior to conclusion of the arbitration.

31 (c) Both the negotiating or bargaining agent and the school committee shall have the  
32 right to be represented at any hearing before the arbitrators by counsel of their own choosing.

33 (d) The hearing conducted by the arbitrators shall be concluded within twenty (20) days  
34 of the time of commencement, and within ten (10) days after the conclusion of the hearings, the

1 arbitrators shall make written findings and a written opinion upon the issues presented, a copy of  
2 which shall be mailed or otherwise delivered to the negotiating or bargaining agent or its attorney  
3 or other designated representative and the school committee.

4 **28-9.3-12. Appeal from decision.** -- The decision of the arbitrators shall be made public  
5 and shall be binding on the certified public school teachers and their representative and the school  
6 committee on all matters ~~not involving the expenditure of money; provided, that nothing~~  
7 ~~contained in this section shall prevent the representative of the certified public school teachers~~  
8 ~~and the school committee from mutually agreeing to submit all unresolved issues to binding~~  
9 ~~arbitration pursuant to the procedures set forth in sections 28-9.3-10 -- 28-9.3-12. In that case the~~  
10 ~~decision of the arbitrators shall be final and binding on all matters so submitted, including those~~  
11 ~~involving the expenditure of money; and cannot be appealed except on the ground that the~~  
12 ~~decision was procured by fraud or that it violates the law, in which case appeals shall be to the~~  
13 ~~superior court. The school committee shall within three (3) days after it receives the decision send~~  
14 ~~a true copy of the decision by certified or registered mail postage prepaid to the department or~~  
15 ~~agency which appropriates money for the operation of the schools in the city, town, or regional~~  
16 ~~school district involved, if the decision involves the expenditure of money.~~

17 SECTION 2. Chapter 28-9.3 of the General Laws entitled "Certified School Teachers'  
18 Arbitration" is hereby amended by adding thereto the following section:

19 **28-9.3-9.1. Unresolved issues in non-teacher employee disputes submitted to**  
20 **mediation or arbitration.** -- (a) In the event that the negotiating or bargaining agent for non-  
21 teacher, non-certified employees and the school committee are unable, within thirty (30) days  
22 from and including the date of their first meeting, to reach an agreement on a contract, either of  
23 them may request mediation and conciliation upon any and all unresolved issues by the director  
24 of labor or from any other source.

25 (b) In the event that the negotiating or bargaining agent and the school committee are  
26 unable to reach an agreement on a contract thirty (30) days before the last day on which money  
27 can be appropriated by the city or town to cover the first year of the contract period, then any and  
28 all unresolved issues shall be submitted to the director of labor for compulsory mediation until the  
29 date upon which the money is scheduled to be appropriated. The director of labor or his/her  
30 designee may waive this requirement upon the mutual agreement of the parties.

31 (c) In the event that the negotiating or bargaining agent and the school committee are  
32 unable within ten (10) days of the scheduled close of school in June of the last year of the  
33 contract in effect to reach an agreement on a contract, any and all unresolved issues shall be  
34 submitted to the director of labor for compulsory mediation.

1       (d) If the parties cannot mutually agree upon a mediator within twenty-four (24) hours,  
2       The director of labor shall select a mediator from a panel previously established by the director  
3       comprised of persons knowledgeable in the field of labor management relations to mediate the  
4       dispute. The department of labor is hereby empowered to compel the attendance of all the parties  
5       to any and all meetings it deems necessary until the dispute is resolved.

6       (e) If no agreement is reached by midnight of the expiration of the existing contract, or by  
7       mutual agreement of the parties at an earlier point in the mediation process, the parties shall  
8       submit a list of their respective unresolved issues to the mediator. If an agreement is not reached  
9       prior to the opening of school, employees shall continue to work under the terms of the existing  
10       contract.

11       (f) The parties shall then proceed to arbitration with the composition of the arbitration  
12       board made in accordance with section 28-9.3-10.

13       (g) Between ten (10) and fifteen (15) days prior to the first scheduled arbitration hearing,  
14       The parties shall meet with the mediator and submit to the mediator their respective  
15       positions on each individual issue in dispute between them in the form of a last best offer.

16       (h) In the event an agreement is still not reached by the date of the first scheduled  
17       arbitration hearing, the parties shall proceed with arbitration. The arbitration panel shall resolve  
18       separately each individual disputed issue by accepting the last best offer thereon of either of the  
19       parties, and shall incorporate in its decision each such accepted individual last best offer. The  
20       decision shall be rendered within thirty (30) days of the conclusion of the arbitration hearings.  
21       and shall be retroactive to the expiration date of the prior contract.

22       **28-9.3-9.2 Conduct of teachers during arbitration -- Proceedings. -- (a) No certified public**  
23       **school teacher shall participate in a strike.**

24       **28-9.3-9.2.1 Factors to be considered by the arbitration board. --** The arbitrators shall  
25       conduct the hearing and render their decision upon the basis of a prompt, peaceful and just  
26       settlement of wage or hour disputes or working conditions and terms and conditions of  
27       professional employment between the teachers and the school committee by which they are  
28       employed. The factors to be considered by the arbitration board shall include, but are not limited  
29       to, the following:

30       (1) The interest and welfare of the students, teachers, and taxpayers;

31       (2) The city or town's ability to pay;

32       (3) Comparison of compensation, benefits and conditions of employment of the school  
33       district in question with compensation, benefits and conditions of employment maintained for  
34       other Rhode Island public school teachers;

1           (4) Comparison of compensation, benefits and conditions of employment of the school  
2           district in question with compensation, benefits and conditions of employment maintained for the  
3           same or similar skills under the same or similar working conditions in the local operating area  
4           involved; and

5           (5) Comparison of education qualification and professional development requirements in  
6           regard to other professions.

7           SECTION 3. Section 28-9.4-10 of the General Laws in Chapter 28-9.4 entitled  
8           "Municipal Employees' Arbitration" is hereby amended to read as follows:

9           **28-9.4-10. Unresolved issues submitted to mediation or arbitration. --** (a) In the event  
10          that the negotiating or bargaining agent and the municipal employer are unable after thirty (30)  
11          days from and including the date of their first meeting to reach an agreement on a contract, either  
12          of them may request mediation and conciliation upon any and all unresolved issues by the  
13          director of labor and training or from any other source. After a request for mediation and  
14          conciliation has been made by either party, it shall be the duty and obligation of each party to  
15          participate in the mediation and conciliation. If mediation and conciliation fail or are not  
16          requested at any time after the thirty (30) days, either party may request that any and all  
17          unresolved issues shall be submitted to arbitration by sending the request by certified mail  
18          postage prepaid to the other party, setting forth the issues to be arbitrated; provided, however, that  
19          mediation and arbitration for certified school teachers shall be conducted pursuant to the  
20          provisions of chapter 28-9.3, entitled "Certified School Teachers' Arbitration," and certified  
21          school teachers shall not be subject to mediation and/or arbitration pursuant to the provisions of  
22          this chapter.

23          (b) In the event that the negotiating or bargaining agent and the municipal employer are  
24          unable to reach an agreement on a contract thirty (30) days before the last day on which money  
25          can be appropriated by the city or town to cover the first year of the contract period, then any and  
26          all unresolved issues shall be submitted to the director of labor and training for compulsory  
27          mediation until the date upon which the money is scheduled to be appropriated. The director of  
28          labor and training, or his or her designee, may waive this requirement upon the mutual agreement  
29          of the parties.

30          (c) In the event that the negotiating or bargaining agent and the municipal employer are  
31          unable within ten (10) days of the expiration of the contract to reach an agreement on a contract,  
32          any and all unresolved issues shall be submitted to the director of labor and training for  
33          compulsory mediation, except where the municipal employer is a school board. In the event that  
34          the negotiating or bargaining agent and the municipal employer school board are unable within



1 thirty (30) days of the scheduled opening of school to reach an agreement on a contract, any and  
2 all unresolved issues shall be submitted to the director of labor and training for compulsory  
3 mediation.

4 (d) If the parties cannot mutually agree upon a mediator within twenty-four (24) hours,  
5 the director of labor and training shall select a mediator from a panel previously established by  
6 the director comprised of persons knowledgeable in the field of labor management relations to  
7 mediate the dispute. The department of labor and training is empowered to compel the attendance  
8 of all parties to any and all meetings it deems necessary until the dispute is resolved.

9 SECTION 4. This act shall take effect upon passage.

LC02213

EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
A N A C T  
RELATING TO LABOR AND LABOR RELATIONS – SCHOOL EMPLOYEE  
ARBITRATION

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- 1           This act would expand the scope of the binding arbitration process to include monetary  
2 issues for teachers and non-teacher educational employees. It would also streamline the actual  
3 binding arbitration process itself.  
4           This act would take effect upon passage.

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LC02213  
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2011 -- S 0794

LC02255**STATE OF RHODE ISLAND****IN GENERAL ASSEMBLY****JANUARY SESSION, A.D. 2011**

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**A N A C T**  
**RELATING TO LABOR AND LABOR RELATIONS -- SCHOOL EMPLOYEE**  
**ARBITRATION****Introduced By:** Senators McCaffrey, Miller, and Tassoni**Date Introduced:** March 24, 2011**Referred To:** Senate Labor

It is enacted by the General Assembly as follows:

- 1-1       SECTION 1. Sections 28-9.3-9, 28-9.3-10, 28-9.3-11 and 28-9.3-12 of the General Laws  
1-2       in Chapter 28-9.3 entitled "Certified School Teachers' Arbitration" are hereby amended to read as  
1-3       follows:
- 1-4       **28-9.3-9. Unresolved issues submitted to mediation or arbitration.** -- (a) In the event  
1-5       that the negotiating or bargaining agent and the school committee are unable, within thirty (30)  
1-6       days from and including the date of their first meeting, to reach an agreement on a contract, either  
1-7       of them may request mediation and conciliation upon any and all unresolved issues, including,  
1-8       but not limited to, the expenditure of money by the director of labor and training or from any  
1-9       other source. ~~If mediation and conciliation fail or are not requested, at any time after the thirty~~  
1-10      ~~(30) days, either party may request that any and all unresolved issues shall be submitted to~~  
1-11      ~~arbitration by sending the request by certified mail postage prepaid to the other party, setting forth~~  
1-12      ~~the issues to be arbitrated.~~
- 1-13       (b) In the event that the negotiating or bargaining agent and the school committee are  
1-14       unable to reach an agreement on a contract thirty (30) days before the last day on which money  
1-15       can be appropriated by the city and town to cover the first year of the contract period, any and all  
1-16       unresolved issues, including, but not limited to, the expenditure of money shall be submitted to

1-17 the director of labor and training for compulsory mediation until the date upon which the money  
1-18 is scheduled to be appropriated. The director of labor and training or his or her designee may  
2-1 waive this requirement upon the mutual agreement of the parties.

2-2 (c) In the event that the negotiating or bargaining agent and the school committee are  
2-3 unable within ten (10) days of the scheduled close of school in June of the last year of the  
2-4 contract in effect to reach an agreement on a contract, any and all unresolved issues shall be  
2-5 submitted to the director of labor and training for compulsory mediation.

2-6 (d) If the parties cannot mutually agree upon a mediator within twenty-four (24) hours,  
2-7 the director of labor and training shall select a mediator from a panel previously established by  
2-8 the director comprised of persons knowledgeable in the field of labor management relations to  
2-9 mediate the dispute. The department of labor and training is empowered to compel the attendance  
2-10 of all the parties to any and all meetings it deems necessary until the dispute is resolved.

2-11 (e) For any mediation pertaining to unresolved issues that are submitted to compulsory  
2-12 mediation between the negotiating or bargaining agent and the school committee, pursuant to the  
2-13 provisions of this section, the state shall pay up to five thousand dollars (\$5,000) of the cost of the  
2-14 mediation expenses. Any costs above five thousand dollars (\$5,000) shall be shared equally  
2-15 between the bargaining unit and the school committee.

2-16 (f) If no agreement is reached by midnight of the expiration of the existing contract, or by  
2-17 mutual agreement of the parties at an earlier point in the mediation process, the parties shall  
2-18 submit a list of their respective unresolved issues to the mediator. If an agreement is not reached  
2-19 prior to the opening of school, teachers shall continue to work under the terms of the existing  
2-20 contract.

2-21 (g) The parties shall then proceed to arbitration with the composition of the arbitration  
2-22 board made in accordance with section 28-9.3-10.

2-23 (h) Between ten (10) and fifteen (15) prior to the first scheduled arbitration hearing, the  
2-24 parties shall meet with the mediator and submit to the mediator their respective positions on each  
2-25 individual issue in dispute between them in the form of a last best offer.

2-26 (i) In the event an agreement is still not reached by the date of the first scheduled  
2-27 arbitration hearing, the parties shall proceed with arbitration. The arbitration panel shall resolve  
2-28 separately each individual disputed issue by accepting the last best offer thereon of either of the  
2-29 parties, and shall incorporate in a decision each such accepted individual last best offer. The  
2-30 decision shall be rendered within thirty (30) days of the conclusion of the arbitration hearings.

and shall be retroactive to the expiration date of the prior contract.

2-32       **28-9.3-10. Arbitration board -- Composition.** -- (a) Within seven (7) days after  
2-33 arbitration has been requested as provided in section 28-9.3-9, the negotiating or bargaining agent  
2-34 and the school committee shall each select and name one arbitrator and shall immediately notify  
3-1 each other in writing of the name and address of the person so selected. The two (2) arbitrators  
3-2 selected and named shall, within ten (10) days from and after their selection, agree upon and  
3-3 select and name a third arbitrator, who shall be selected from a list of retired trial court judges  
3-4 and/or justices who have previously served as judges and/or justices in a Rhode Island trial court.  
3-5 If within the ten (10) days the arbitrators are unable to agree upon the selection of a third  
3-6 arbitrator, the third arbitrator shall be selected in accordance with the rules and procedure of the  
3-7 American Arbitration Association.

3-8       (b) If the negotiating or bargaining agent agrees with the school committee to a different  
3-9 method of selecting arbitrators, or to a lesser or greater number of arbitrators, or to any particular  
3-10 arbitrator, or if they agree to have the board of regents for elementary and secondary education  
3-11 designate the arbitrator or arbitrators to conduct the arbitration, the agreement shall govern the  
3-12 selection of arbitrators. However, if the board of regents for elementary and secondary education  
3-13 is unwilling or fails to designate the arbitrator or arbitrators, an alternative method of selection  
3-14 shall be used.

3-15       (c) The third arbitrator, whether selected as a result of agreement between the two (2)  
3-16 previously selected arbitrators, or selected under the rules of the American Arbitration  
3-17 Association, or by the board of regents for elementary and secondary education, or by any other  
3-18 method, shall act as chairperson.

3-19       **28-9.3-11. Hearings.** -- (a) The arbitrators shall call a hearing to be held within ~~ten (10)~~  
3-20 sixty (60) days after their appointment and shall give at least seven (7) days notice in writing to  
3-21 the negotiating or bargaining agent and the school committee of the time and place of the hearing.  
3-22 The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall  
3-23 not be binding. Any documentary evidence and other data deemed relevant by the arbitrators may  
3-24 be received in evidence.

3-25       (b) The arbitrators shall have the power to administer oaths and to require by subpoena  
3-26 the attendance and testimony of witnesses, and the production of books, records, and other  
3-27 evidence relative or pertinent to the issues presented to them for determination. The provisions of  
3-28 this subsection shall not prohibit the respective parties from engaging in continued negotiations

and/or from reaching a compromise agreement on their own accord, separate and apart from the arbitration, prior to conclusion of the arbitration.

(c) Both the negotiating or bargaining agent and the school committee shall have the right to be represented at any hearing before the arbitrators by counsel of their own choosing.

(d) The hearing conducted by the arbitrators shall be concluded within twenty (20) days of the time of commencement, and within ten (10) days after the conclusion of the hearings, the arbitrators shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the negotiating or bargaining agent or its attorney or other designated representative and the school committee.

**28-9.3-12. Appeal from decision.** -- The decision of the arbitrators shall be made public and shall be binding on the certified public school teachers and their representative and the school committee on all matters ~~not involving the expenditure of money; provided, that nothing contained in this section shall prevent the representative of the certified public school teachers and the school committee from mutually agreeing to submit all unresolved issues to binding arbitration pursuant to the procedures set forth in sections 28-9.3-10 -- 28-9.3-12.~~ In that case the decision of the arbitrators shall be final and binding on all matters so submitted, including those involving the expenditure of money, and cannot be appealed except on the ground that the decision was procured by fraud or that it violates the law, in which case appeals shall be to the superior court. The school committee shall within three (3) days after it receives the decision send a true copy of the decision by certified or registered mail postage prepaid to the department or agency which appropriates money for the operation of the schools in the city, town, or regional school district involved, if the decision involves the expenditure of money.

SECTION 2. Chapter 28-9.3 of the General Laws entitled "Certified School Teachers' Arbitration" is hereby amended by adding thereto the following section:

**28-9.3-9.1. Unresolved issues in non-teacher employee disputes submitted to mediation or arbitration.** -- (a) In the event that the negotiating or bargaining agent for non-teacher, non-certified employees and the school committee are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, either of them may request mediation and conciliation upon any and all unresolved issues by the director of labor or from any other source.

(b) In the event that the negotiating or bargaining agent and the school committee are unable to reach an agreement on a contract thirty (30) days before the last day on which money

can be appropriated by the city or town to cover the first year of the contract period, then any and all unresolved issues shall be submitted to the director of labor for compulsory mediation until the date upon which the money is scheduled to be appropriated. The director of labor or his/her designee may waive this requirement upon the mutual agreement of the parties.

(c) In the event that the negotiating or bargaining agent and the school committee are unable within ten (10) days of the scheduled close of school in June of the last year of the contract in effect to reach an agreement on a contract, any and all unresolved issues shall be submitted to the director of labor for compulsory mediation.

(d) If the parties cannot mutually agree upon a mediator within twenty-four (24) hours, The director of labor shall select a mediator from a panel previously established by the director comprised of persons knowledgeable in the field of labor management relations to mediate the dispute. The department of labor is hereby empowered to compel the attendance of all the parties to any and all meetings it deems necessary until the dispute is resolved.

(e) If no agreement is reached by midnight of the expiration of the existing contract, or by mutual agreement of the parties at an earlier point in the mediation process, the parties shall submit a list of their respective unresolved issues to the mediator. If an agreement is not reached prior to the opening of school, employees shall continue to work under the terms of the existing contract.

(f) The parties shall then proceed to arbitration with the composition of the arbitration board made in accordance with section 28-9.3-10.

(g) Between ten (10) and fifteen (15) days prior to the first scheduled arbitration hearing, The parties shall meet with the mediator and submit to the mediator their respective positions on each individual issue in dispute between them in the form of a last best offer.

(h) In the event an agreement is still not reached by the date of the first scheduled arbitration hearing, the parties shall proceed with arbitration. The arbitration panel shall resolve separately each individual disputed issue by accepting the last best offer thereon of either of the parties, and shall incorporate in its decision each such accepted individual last best offer. The decision shall be rendered within thirty (30) days of the conclusion of the arbitration hearings, and shall be retroactive to the expiration date of the prior contract.

**28-9.3-9.2 Conduct of teachers during arbitration -- Proceedings.** – (a) No certified public school teacher shall participate in a strike.

**28-9.3-9.2.1 Factors to be considered by the arbitration board.** – The arbitrators shall

5-25 conduct the hearing and render their decision upon the basis of a prompt, peaceful and just  
5-26 settlement of wage or hour disputes or working conditions and terms and conditions of  
5-27 professional employment between the teachers and the school committee by which they are  
5-28 employed. The factors to be considered by the arbitration board shall include, but are not limited  
5-29 to, the following:

5-30 (1) The interest and welfare of the students, teachers, and taxpayers;

5-31 (2) The city or town's ability to pay;

5-32 (3) Comparison of compensation, benefits and conditions of employment of the school  
5-33 district in question with compensation, benefits and conditions of employment maintained for  
5-34 other Rhode Island public school teachers;

6-1 (4) Comparison of compensation, benefits and conditions of employment of the school  
6-2 district in question with compensation, benefits and conditions of employment maintained for the  
6-3 same or similar skills under the same or similar working conditions in the local operating area  
6-4 involved; and

6-5 (5) Comparison of education qualification and professional development requirements in  
6-6 regard to other professions.

6-7 SECTION 3. Section 28-9.4-10 of the General Laws in Chapter 28-9.4 entitled

6-8 "Municipal Employees' Arbitration" is hereby amended to read as follows:

6-9 **28-9.4-10. Unresolved issues submitted to mediation or arbitration. --** (a) In the event  
6-10 that the negotiating or bargaining agent and the municipal employer are unable after thirty (30)  
6-11 days from and including the date of their first meeting to reach an agreement on a contract, either  
6-12 of them may request mediation and conciliation upon any and all unresolved issues by the  
6-13 director of labor and training or from any other source. After a request for mediation and  
6-14 conciliation has been made by either party, it shall be the duty and obligation of each party to  
6-15 participate in the mediation and conciliation. If mediation and conciliation fail or are not  
6-16 requested at any time after the thirty (30) days, either party may request that any and all  
6-17 unresolved issues shall be submitted to arbitration by sending the request by certified mail  
6-18 postage prepaid to the other party, setting forth the issues to be arbitrated; provided, however, that  
6-19 mediation and arbitration for certified school teachers shall be conducted pursuant to the  
6-20 provisions of chapter 28-9.3, entitled "Certified School Teachers' Arbitration," and certified  
6-21 school teachers shall not be subject to mediation and/or arbitration pursuant to the provisions of  
6-22 this chapter.



(b) In the event that the negotiating or bargaining agent and the municipal employer are unable to reach an agreement on a contract thirty (30) days before the last day on which money can be appropriated by the city or town to cover the first year of the contract period, then any and all unresolved issues shall be submitted to the director of labor and training for compulsory mediation until the date upon which the money is scheduled to be appropriated. The director of labor and training, or his or her designee, may waive this requirement upon the mutual agreement of the parties.

(c) In the event that the negotiating or bargaining agent and the municipal employer are unable within ten (10) days of the expiration of the contract to reach an agreement on a contract, any and all unresolved issues shall be submitted to the director of labor and training for compulsory mediation, except where the municipal employer is a school board. In the event that the negotiating or bargaining agent and the municipal employer school board are unable within thirty (30) days of the scheduled opening of school to reach an agreement on a contract, any and all unresolved issues shall be submitted to the director of labor and training for compulsory mediation.

(d) If the parties cannot mutually agree upon a mediator within twenty-four (24) hours, the director of labor and training shall select a mediator from a panel previously established by the director comprised of persons knowledgeable in the field of labor management relations to mediate the dispute. The department of labor and training is empowered to compel the attendance of all parties to any and all meetings it deems necessary until the dispute is resolved.

SECTION 4. This act shall take effect upon passage.

LC02255

**EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF**

**A N A C T  
RELATING TO LABOR AND LABOR RELATIONS -- SCHOOL EMPLOYEE  
ARBITRATION**

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This act would expand the scope of the binding arbitration process to include monetary issues for teachers and non-teacher educational employees. It would also streamline the actual

8-3 binding arbitration process itself.

8-4 This act would take effect upon passage.

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LC02255  
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