



STATE OF RHODE ISLAND  
RI STATE LABOR RELATIONS BOARD

DO NOT WRITE IN THIS SPACE  
Case No. 3951 Date Filed  
LABOR RELATIONS BOARD  
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IN THE MATTER OF  
East Providence School Committee  
  
-AND-  
East Providence Education Association/NEA  
  
RESPONDENT  
  
COMPLAINANT

UNFAIR LABOR PRACTICE CHARGE  
PURSUANT TO R.I.G.L. 28-7-13 / 28-7-13(1)  
RI STATE LABOR RELATIONS ACT

FILE AN ORIGINAL, SIGNED IN BLUE INK, WITH THE BOARD. THIS FORM MUST BE TYPED

1. Charge filed by or on behalf of (check one):  Individual  Employee Organization  Employer  
If the box titled 'Individual' is checked and the person is represented by a labor organization, in accordance with the Board's Rules and Regulations, Section 9.01.1: The Complainant "shall attach to the Charge an Affidavit which attests to the Labor Organization's refusal to file."

2. Name of Employer: East Providence School Committee  
Address: 80 Burnside Avenue, East Providence, RI 02915  
Representative (if known): Daniel Kinder, Esq. Telephone Number: 401-272-8080

3. Name of Employee Organization: East Providence Education Association/NEA  
Address: 99 Bald Hill Road, Cranston, RI 02920  
Telephone Number: 401-463-9630 Facsimile: 401-463-8625 Email:

4. This charge is filed against:  EMPLOYER  EMPLOYEE ORGANIZATION

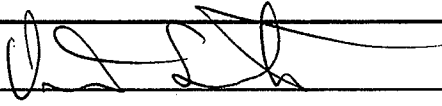
5. State the applicable section or sections of the Act which are alleged to be violated. **Failure to specify appropriate subsection(s) may result in dismissal of charge.**  
The above named Employer has engaged or is engaging in Unfair Labor Practice(s) within the meaning of RIGL 28-7-13 Subsection(s) (6) and (10)

OR

The above named Employee Organization has engaged or is engaging in Unfair Labor Practice(s) within the meaning of RIGL 28-7-13.1 Subsection(s)

6. Summary of basis of Charge. Be specific as to names, dates, addresses, etc.  
**(Attach additional sheets if necessary.)**  
See attached.

7. Without limiting your rights to later amend your remedial request, please explain what remedy you seek.  
1. Order the School Committee to rescind the unilateral changes in terms and conditions of employment.  
2. Order the School Committee to abide by all terms and conditions of the 2005-2008 agreement, until a successor agreement is negotiated by the parties.

PETITIONER  DATE: January 5, 2009  
SIGNATURE

Name: Vincent P. Santaniello, Esq. Title: Deputy Executive Director  
Address: 99 Bald Hill Road, Cranston, RI 02920  
Telephone: 401-463-9630 Cellular No.: 401-258-2632  
Facsimile: 401-463-8625 Email: vsantaniello@nea.org

6. By letter dated January 2, 2009, a copy of which is attached hereto, counsel for the East Providence School Committee notified Jeanette Woolley, Assistant Executive Director, NEARI, that effective January 5, 2009, the East Providence School Committee unilaterally implemented changes in the terms and conditions of employment of the members of the bargaining unit, including but not limited to a reduction in salary (including basic salary schedule, advanced degree stipends, longevity stipends, etc.), implementation of a 20% premium cost share for health insurance, changes in the Health Insurance Plan (including deductibles, prescriptions, etc.), elimination of the health insurance buy-back, reductions in retiree health care, etc.

In addition, the School Committee has unilaterally implemented some of its bargaining proposals which were previously rejected by the Union including, but not limited to, salary proposal, health care insurance buy-back proposal, etc.

The School Committee has failed and refused to abide by and comply with the terms of the November 1, 2005 through October 31, 2008 Collective Bargaining Agreement until such time as the parties enter into a successor collective bargaining agreement.

These actions constitute a refusal to bargain, bargaining in bad faith, intimidation and coercion of members of the bargaining unit in the exercise of rights, in violation of R.I.G.L. §28-7-13(6) & (10).

LITTLE MEDEIROS KINDER  
BULMAN & WHITNEY PC



**BY EMAIL, FAX & REGULAR MAIL**

January 2, 2009

Ms. Jeanette Woolley  
NEARI  
99 Bald Hill Road  
Cranston, RI 02920

Re: East Providence School Committee / East Providence Educational Association  
Negotiations

Dear Ms. Woolley:

As the parties remain at impasse, and the East Providence School Department's financial emergency has only grown more critical over the past two months, the School Committee must, and will, implement the following, effective Monday, January 5, 2009 at 12:01 a.m.

1. Salary.

The salary scheduled will be amended as follows:

1. Retain '06-'07 Basic Salary Schedule for '08-'09, as that schedule took effect 5/1/07.
2. Bachelor's Degree Plus 36 Hours: \$750 increment over Basic Salary Schedule.
3. Master's Degree: \$1000 increment over Basic Salary Schedule.
4. Master's Degree Plus 30 Hours: \$1250 increment over Basic Salary Schedule.
5. Sixth Year or 30 Hours of Approved Work Beyond Master's or two Master's: \$1500 above Basic Salary Schedule.
6. Sixth Year Plus 30 Hours of Approved Work: \$1750 above Basic Salary Schedule.
7. Doctorate: \$2500 above Basic Salary Schedule.

2. Health Insurance.

a. Section 5.1.1

Delete and substitute the following:

All employees who participate in the School Department's group health and/or dental insurance programs shall contribute via payroll deduction 20% of the monthly premium for such

*Attorneys*

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John D. Deacon, Jr. \*  
Michael W. Carroll \*  
Thomas M. Madden \*  
*Of Counsel*

William R. Powers III  
(1931-1998)

Thomas C. Kccncy  
(1946-1999)

\*Also admitted in  
Massachusetts

coverage. Any retiree eligible to participate in the School Department's health insurance group plan who retires on or after November 1, 2008 shall contribute 20% of premium cost, in advance, monthly while coverage is provided as a condition precedent to receipt of coverage."

Section 5.2 – Blue Cross, HealthMate Coast-to-Coast and Plan Summary

Effective February 1, 2009 the applicable plan for all eligible teachers will be HealthMate Coast-to-Coast Co Insurance (var) with \$500 deductible. A summary of the plan is attached.

Section 5.2.1 – Health Benefits Option

Delete.

Section 5.2.3 – Hospitalization

Delete.

Section 5.2.4 – Prescription Benefit

Amend to read as follows:

"A three tiered prescription co-pay shall be maintained of \$7/\$30/\$50. Maintenance prescriptions (long-term usage) may be available by mail order through a program established by the insurer, thus providing a reduction in total co-pays paid."

b. Section 5.7 – Buy Back Provision

Delete and substitute the following:

"Section 5.7 – Alternate Coverage

No employee or retiree shall be eligible for either family or individual health coverage or family or individual dental coverage if the employee or retiree has available to him/her alternate coverage from another source, whether from another employer, a spouse's employer, a governmental entity, or otherwise. Thus, for example, without limitation, if an employee's spouse is employed by an employer who maintains a group health insurance plan that includes family or spousal coverage, the employee is not eligible for coverage under the East Providence Schools group plan. Similarly, without limitation, Medicare eligibility or a teacher's employment by an employer who maintains a group health insurance plan would also render the teacher ineligible for coverage pursuant to the East Providence School Department plan. Each employee and retiree claiming eligibility for health insurance coverage pursuant to the School Department's plan shall be required each year to provide the School Department with an affidavit in form satisfactory to the School Department, averring under oath and penalties of perjury, that the teacher does not have available to him/her health insurance and/or dental

insurance from any source other than the School Department. Such affidavits shall be provided by the teacher or retiree annually during the period of August 1<sup>st</sup> through August 15<sup>th</sup> in form satisfactory to the East Providence School Committee. In instances of a Major Life Event, as defined in COBRA, resulting in loss of all availability of alternate health or dental insurance, the employee shall be eligible for coverage under the School Department group plan.”

c. Section 5.9 – Retirees

Amend to read as follows:

“Eligible retirees shall be entitled to receive individual health insurance and/or dental insurance benefits during the first two years after retirement, or until Medicare eligibility whichever occurs earlier, on the same terms and under the same conditions as apply to active employees. Such retired teachers may, in addition to required contributions to their individual coverage pay the difference in cost between individual and family coverage in order to purchase family coverage during the period of their own eligibility for coverage. Failure to make any required contribution in advance of the month of coverage shall result in termination of coverage.” [This is not intended to apply to those who have already retired as of this date.]

3. Personal Leave.

(§ 8.7.1). Change “two (2) days” to “one (1) day.”

4. Legal Proceedings. (§ 8.6)

Delete and amend to read as follows:

“In cases in which teachers are compelled, or requested by the School Department, to appear before a Court or a Grand Jury to testify on behalf of the School Department and in which they are neither the petitioner nor the defendant, they shall be paid the difference between the witness fee and the normal salary for the period of absence. This shall be accomplished by the teacher receiving full pay from the School Department and relinquishing all witness fees to the School Department. Teachers shall be granted a temporary leave of absence with full pay for the time necessary for such appearances in legal proceedings.”

5. Longevity Pay. (Appendix J):

1. Amend schedule to read as follows:

<u>Years</u>	<u>2008-2011</u>
16-19 years	\$ 1188
20-24 years	\$ 1505

Ms. Jeanette Woolley  
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25 years and up

\$ 1675

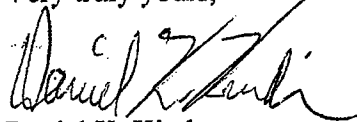
2. Change "twenty-five (25)" to "thirty (30)" and "fifteen (15)" to "twenty-five (25)".
  3. Delete, including first three paragraphs.
  4. Amend fourth paragraph by deleting "or J3".
6. In-Service Facilitator. (Appendix O).
1. Amend paragraph 3 to read: "The pay for said position shall be Twenty-Five Hundred Dollars (\$2,500)."
  2. Paragraph 5 delete.
  3. Paragraph 6 delete.

The School Committee regrets the necessity of these steps, but it has been over two months since you told us that EPEA had no more movement to offer and the School Department's deficit has grown every day. This has to stop now. It is truly an emergency.

The School Committee again invites you and the EPEA bargaining committee to meet and negotiate a new labor agreement whenever you decide that further discussion might be fruitful.

Thank you for your attention to this matter.

Very truly yours,



Daniel K. Kinder