



RHODE ISLAND
FEDERATION OF TEACHERS AND
HEALTH PROFESSIONALS AFT
AFL - CIO

To: House Labor Committee
From: Michael Mullane, Field Representative
Date: April 2, 2025
Re: **AFT Local 2012 Bargaining Rights**
Testimony in **Support** to 2025-H 5227 (Representative Edwards, et. al.)

Dear members of the R.I. House Committee on Labor

I am writing to you in *support of H 5227*.

This bill serves the very important function of codifying collective bargaining rights that have existed for over fifty years but were called into question by actions taken this past year by RIDE and the Council on Elementary and Secondary Education. This bill is needed to make the law clear that the professional staff at RIDE have the right to collectively bargain over any and all terms and conditions of their employment at RIDE, as has been the case for over fifty years.

The professional staff at RIDE who make up Local 2012, AFT formed their union in 1969 by secret ballot of employees in an election sanctioned by RI State Labor Relations Board (SLRB) in Case No. EE-1854. The membership of Local 2012 is made up of very highly qualified and credentialed employees who perform the professional work of RIDE. Most Local 2012 members hold master's degrees, and many hold PhDs.

Between its formation in 1969 and the present, Local 2012 and RIDE have negotiated more than twenty collective bargaining agreements, spanning ten different commissioners of education, and several different RIDE legal counsels, and several Boards of Education and Elementary and Secondary Education Councils and Chairs of those respective bodies.

Since 1993, I have served as the field representative from the Rhode Island Federation of Teachers and Health Professionals in support of the collective bargaining activities of Local 2012, AFT at RIDE, including serving as the chief spokesperson in each contract negotiations from 1993 to the present.

Indeed, Local 2012 has negotiated three collective bargaining agreements with the current Commissioner, Angelica Infante Green, including the most recent, which dates from July 1, 2021, to June 30, 2024. The terms of this contract continue while the Union and RIDE negotiate toward a successor agreement.

In June of 2023, Local 2012 AFT filed a grievance alleging RIDE violated the Contract by demanding medical information from Local 2012 members who had been out sick for as short a period as less than a day of work. RIDE ruled against the grievance, based on its finding that regardless of the language of the Contract, RIGL 36-4-63(a) requires RIDE to require a physician's certificate or other evidence for each discharge with pay of three consecutive days of sick leave. Local 2012 disagreed with RIDE's ruling, in part because of the documented longstanding mutually recognized past practice to the contrary, and also because chapter 4 of Title 36, which includes RIGL 36-4-63(a), does not apply to the non-classified professional employees of RIDE.

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Local 2012 followed the next step in the Contract's grievance procedure and filed a demand for arbitration for that grievance, which RIDE then sought to prevent from proceeding through an appeal to the arbitrator. The arbitrator ruled the matter was arbitrable and scheduled the matter for hearing.

In April of 2024, Local 2012 filed a grievance claiming that changes in work hours and limited access to the building occasioned by RIDE's introduction of a new employee badging system violated the Contract. RIDE ruled against the grievance, relying in large part on RIGL 36-3.1 "Alternative Work Schedules," and notwithstanding the language in the Contract that supported Local 2012's position in the grievance. Local 2012 disagreed with RIDE's ruling, including what the Union believed was a mistaken reliance on RIGL 36-3.1, and filed a demand for arbitration for the April 2024 grievance. RIDE sought to stay from proceeding through an appeal to the arbitrator. The Arbitrator denied RIDE's motion and scheduled the arbitration for hearing.

The parties agreed to stay the arbitration over the June 16, 2023 grievance to seek guidance from RI Superior Court through the Union's October 9, 2024 filing of a Complaint for Declaratory Judgement (DJ). On November 21, RIDE filed a response to the Union's October 9 DJ, and filed a Counterclaim that asserted, among other things, the professional staff of Local 2012, AFT serve at the pleasure of the Commissioner and have no right to negotiate over appointment, promotion, salaries, term of service, and dismissal. RIDE's assertions stood in total contrast to the over fifty-year collective bargaining relationship with Local 2012. RIDE went so far in its Counterclaim as to suggest that all the professional employees at RIDE within Local 2012 were at-will employees, had no right to set contractual salaries, and that the Contract between Local 2012 and RIDE was *void ab initio*, or invalid from the very beginning.

Local 2012 had requested negotiations for the successor to the existing contract in February of 2024, but the parties did not begin negotiations until August of 2024. These negotiations continue to this day and are yet to resolve. In the negotiations, RIDE made several proposals to Local 2012 to change the Contract based on its reliance on the provisions of the Merit System, which had not been applied to RIDE's professional staff for at least the over fifty-year length of the collective bargaining relationship between the parties.

Then, on December 18, 2024, RIDE made several proposals to Local 2012 based on its November 21 Counterclaim. These proposals would have had the effect of stripping from the Contract the longstanding rights of Local 2012 members related to seniority, layoff and recall, protection against termination except for just cause, the salary system, promotion and access to vacant professional positions at RIDE, and the right to grieve claims related to any of these issues. In making these proposals, RIDE took the position it was barred by law from even negotiating over these subjects.

On February 26, 2025, RIDE and Local 2012 reached an agreement to resolve the grievances of June 16, 2023, and April 15, 2024, and the Union withdrew the arbitration demands with prejudice, and the parties withdrew the DJ and Counterclaim, without prejudice.

In seeking this change to RIGL 16-60-7, Local 2012 AFT is concerned that RIDE could at any point in the future take the same positions it took in filing its Counterclaim and seek to void most of the Contract. Even if/when we reach a successful resolution of our current negotiations, we are concerned RIDE could rely on the theories of its Counterclaim to refuse to arbitrate grievances and violate or void the most important provisions in the Contract.

H 5227 seeks to codify the collective bargaining rights of the professional staff at RIDE that were endorsed by the SLRB in EE-1854 and recognized without issue by RIDE and its roughly ten commissioners, several legal counsels, and Boards of Education and Elementary and Secondary Councils and Chairs for over fifty years. The wording that H5227 would add to RIGL 16-60-7 is essentially the same as that provided in RIGL 16-2-9(b), “General Powers and Duties of School Committees, which provides “Nothing in this section shall be deemed to limit or interfere with the rights of teachers and other school employees to collectively bargain pursuant to Chapters 9.3 and 9.4 of Title 28 or to allow any school committee to abrogate any agreement reached by collective bargaining.”

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