

LC00380

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2002

A N A C T

RELATING TO THE TEACHERS' AND PUBLIC SCHOOL EMPLOYEES' ARBITRATION

Introduced By: Representatives Sullivan, Rose, Coelho, Maher, and Munsch

Date Introduced: January 09, 2002

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 28-9.3 of the General Laws entitled "Certified School Teachers'  
2 Arbitration" is hereby repealed in its entirety.

3 CHAPTER 28-9.3

4 Certified School Teachers' Arbitration

5 ~~28-9.3-1. Declaration of policy~~ (a) In pursuance of the duty imposed upon it by the  
6 constitution to promote public schools and to adopt all means necessary and proper to secure to  
7 the people the advantages and opportunities of education, the general assembly declares that it  
8 recognizes teaching as a profession which requires special educational qualifications and that to  
9 achieve high quality education it is indispensable that good relations exist between teaching  
10 personnel and school committees.

11 ~~(b) It is the public policy of this state to accord to certified public school teachers the~~  
12 ~~right to organize, to be represented, to negotiate professionally, and to bargain on a collective~~  
13 ~~basis with school committees covering hours, salary, working conditions, and other terms of~~  
14 ~~professional employment; provided, that nothing contained in this chapter shall be construed to~~  
15 ~~accord to certified public school teachers the right to strike.~~

16 ~~28-9.3-2. Right to organize and bargain collectively -- "Certified teachers" defined --~~

17 (a) The certified teachers in the public school system in any city, town, or regional school district  
18 have the right to negotiate professionally and to bargain collectively with their respective school  
19 committees and to be represented by an association or labor organization in the negotiation or  
20 collective bargaining concerning hours, salary, working conditions, and all other terms and

1 conditions of professional employment.

2 ~~(b) For purposes of this chapter, "certified teachers" means certified teaching personnel~~  
3 ~~employed in the public school systems in the state of Rhode Island engaged in teaching duties,~~  
4 ~~including support personnel whose positions require a professional certificate issued by the state~~  
5 ~~department of education and personnel licensed by the department of health, or other non-~~  
6 ~~administrative professional employees. Superintendents, assistant superintendents, principals, and~~  
7 ~~assistant principals, and other supervisors above the rank of assistant principal, are excluded from~~  
8 ~~the provisions of this chapter.~~

9 ~~**28-9.3-3. Recognition of bargaining agent** --~~ The association or labor organization  
10 ~~selected by the certified public school teachers in the public school system in any city, town, or~~  
11 ~~regional school district is recognized by the school committee of the city, town or district as the~~  
12 ~~sole and exclusive negotiating or bargaining agent for all of the public school teachers of the city,~~  
13 ~~town, or regional school district unless and until recognition of the association or labor~~  
14 ~~organization is withdrawn or changed by vote of the certified public school teachers after an~~  
15 ~~election is conducted, held pursuant to this chapter. An association or labor organization or the~~  
16 ~~school committee may designate any person or persons to negotiate or bargain in its behalf.~~

17 ~~**28-9.3-4. Obligation to bargain** --~~ It is the obligation of the school committee to meet  
18 ~~and confer in good faith with the representative or representatives of the negotiating or bargaining~~  
19 ~~agent within ten (10) days after receipt of written notice from the agent of the request for a~~  
20 ~~meeting for negotiating or collective bargaining purposes. This obligation includes the duty to~~  
21 ~~cause any agreement resulting from negotiations or bargaining to be reduced to a written contract;~~  
22 ~~provided, that no contract exceeds the term of three (3) years. An unfair labor practice charge~~  
23 ~~may be complained of by either the bargaining agent or the school committee to the state labor~~  
24 ~~relations board which shall deal with the complaint in the manner provided in chapter 7 of this~~  
25 ~~title.~~

26 ~~**28-9.3-5. Determination of negotiating agent -- Elections** --~~ The state labor relations  
27 ~~board, upon the written petition for an election signed by not less than twenty percent (20%) of~~  
28 ~~the certified public school teachers of the city, town, or regional school district, indicating their~~  
29 ~~desire to be represented by a particular association or organization or to change or withdraw~~  
30 ~~recognition, shall call and hold an election at which all certified public school teachers are~~  
31 ~~entitled to vote. The association or organization selected by a majority of the certified public~~  
32 ~~school teachers voting in the election shall be certified by the state labor relations board as the~~  
33 ~~exclusive negotiating or bargaining representative of the certified public school teachers of the~~  
34 ~~city, town, or regional school district in any matter within this chapter. Upon written petition to~~

1 ~~intervene in the election signed by not less than fifteen percent (15%) of the certified public~~  
2 ~~school teachers indicating their desire to be represented by a different or competing association or~~  
3 ~~organization, the name of the different or competing association or organization shall be placed~~  
4 ~~on the same ballot. If the majority of those voting desire no representation, no association nor~~  
5 ~~labor organization shall be recognized by the school committee as authorized to negotiate or~~  
6 ~~bargain in behalf of its certified public school teachers, and in all elections an appropriate~~  
7 ~~designation for such a choice shall be provided on the ballot.~~

8 ~~**28-9.3-6. Supervision of elections**~~ -- The state labor relations board shall prescribe the  
9 method of petitioning for an election, the manner, place, and time of conducting the election, and  
10 shall supervise all elections to insure against interference, restraint, discrimination, or coercion  
11 from any source. Complaints of interference, restraint, discrimination, or coercion shall be heard  
12 and dealt with by the labor relations board as provided in chapter 7 of this title. All unfair labor  
13 practices enumerated in section 28-7-13 are unfair labor practices for a school committee.

14 ~~**28-9.3-7. Certification of negotiating agent -- Payment of service charge by non-**~~  
15 ~~**members**~~ -- (a) No association nor organization shall be certified initially as the representative of  
16 certified public school teachers except after an election.

17 ~~(b) Teachers are free to join or to decline to join any association or organization~~  
18 ~~regardless of whether it has been certified as the exclusive representative of certified public~~  
19 ~~school teachers.~~

20 ~~(c) If new elections are not held after an association or labor organization is certified, the~~  
21 ~~association or organization continues as the exclusive representative of the certified public school~~  
22 ~~teachers from year to year until recognition is withdrawn or changed as provided in section 28-~~  
23 ~~9.3-5.~~

24 ~~(d) Elections shall not be held more often than once each twelve (12) months and must~~  
25 ~~be held at least thirty (30) days before the expiration date of any employment contract.~~

26 ~~(e) Where certified public school teachers have selected an exclusive bargaining~~  
27 ~~representative organization, all nonmembers of the exclusive bargaining representative~~  
28 ~~organization pay to the exclusive bargaining organization a service charge as a contribution~~  
29 ~~toward the collective bargaining procedures involved in securing a contract and the~~  
30 ~~administration of any collective bargaining agreement in an amount equal to the regular dues of~~  
31 ~~the organization.~~

32 ~~**28-9.3-8. Request for negotiation or bargaining**~~ -- Whenever salary or other matters  
33 requiring appropriation of money by any city, town, or regional school district are to be included  
34 as a matter of negotiation or collective bargaining conducted under this chapter, the negotiating or

1 bargaining agent must first serve written notice of request for negotiating or collective bargaining  
2 on the school committee at least one hundred forty (140) days before the last day on which  
3 money can be appropriated by the city or town to cover the first year of the contract period which  
4 is the subject of the negotiating or bargaining procedure, and the time limit shall be strictly  
5 adhered to and shall not be waived. A copy of the written notice of request for negotiating or  
6 collective bargaining shall be sent to the director of labor and training.

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

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

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

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

31 ~~(e) Any mediation pertaining to unresolved issues that are submitted to compulsory~~  
32 ~~mediation between the negotiating or bargaining agent and the school committee, pursuant to this~~  
33 ~~section, shall be conducted at no expense to the parties to the mediation.~~

34 ~~**28-9.3-10. Arbitration board -- Composition**~~ -- Within seven (7) days after arbitration

1 has been requested as provided in section 28-9.3-9, the negotiating or bargaining agent and the  
2 school committee shall each select and name one arbitrator and immediately notify each other in  
3 writing of the name and address of the person selected. The two (2) arbitrators selected and  
4 named shall, within ten (10) days from and after their selection, agree upon and select and name a  
5 third arbitrator. If within the ten (10) days the arbitrators are unable to agree upon the selection of  
6 a third arbitrator, the third arbitrator shall be selected in accordance with the rules and procedure  
7 of the American arbitration association. If the negotiating or bargaining agent agrees with the  
8 school committee to a different method of selecting arbitrators, or to a lesser or greater number of  
9 arbitrators, or to any particular arbitrator, or if they agree to have the board of regents for  
10 elementary and secondary education designate the arbitrator or arbitrators to conduct the  
11 arbitration, the agreement governs the selection of arbitrators; provided, that if the board of  
12 regents for elementary and secondary education is unwilling or fails to designate the arbitrator or  
13 arbitrators, an alternative method of selection shall be used. The third arbitrator, whether selected  
14 as a result of agreement between the two (2) arbitrators previously selected, or selected under the  
15 rules of the American arbitration association, or by the board of regents for elementary and  
16 secondary education, or by any other method, shall act as chairperson.

17 **28-9.3-11. Hearings** ~~---~~ The arbitrators shall call a hearing to be held within ten (10) days  
18 after their appointment and give at least seven (7) days notice in writing to the negotiating or  
19 bargaining agent and the school committee of the time and place of the hearing. The hearing shall  
20 be informal, and the rules of evidence prevailing in judicial proceedings are not binding. Any and  
21 all documentary evidence and other data deemed relevant by the arbitrators may be received in  
22 evidence. The arbitrators have the power to administer oaths and to require by subpoena the  
23 attendance and testimony of witnesses, the production of books, records, and other evidence  
24 relative or pertinent to the issues presented to them for determination. Both the negotiating or  
25 bargaining agent and the school committee have the right to be represented at any hearing before  
26 the arbitrators by counsel of their own choosing. The hearing conducted by the arbitrators shall be  
27 concluded within twenty (20) days of the time of commencement, and within ten (10) days after  
28 the conclusion of the hearings, the arbitrators shall make written findings and a written opinion  
29 upon the issues presented, a copy of which shall be mailed or delivered to the negotiating or  
30 bargaining agent or its attorney or other designated representative and the school committee.

31 **28-9.3-12. Appeal from decision** ~~---~~ The decision of the arbitrators shall be made public  
32 and is binding upon the certified public school teachers and their representative and the school  
33 committee on all matters not involving the expenditure of money; provided, that nothing  
34 contained in this chapter shall prevent the representative of the certified public school teachers

1 and the school committee from mutually agreeing to submit all unresolved issues to binding  
2 arbitration pursuant to the procedures set forth in sections 28-9.3-10—28-9.3-11, and this section,  
3 in which case the decision of the arbitrators is final and binding on all matters so submitted,  
4 including those involving the expenditure of money, and cannot be appealed except on the ground  
5 that the decision was procured by fraud or that it violates the law, in which case appeals shall be  
6 to the superior court. The school committee shall, within three (3) days after it receives the  
7 decision, send a true copy of it by certified or registered mail postage prepaid to the department or  
8 agency which appropriates money for the operation of the schools in the city, town, or regional  
9 school district involved, if the decision involves the expenditure of money.

10 ~~**28-9.3-13. Fees and expenses of arbitration** — Fees and necessary expenses of~~  
11 ~~arbitration shall be borne equally by the negotiating or bargaining agent and the school~~  
12 ~~committee.~~

13 ~~**28-9.3-14. Plural and singular usage** — Whenever the word "arbitrators" is used in this~~  
14 ~~chapter, it also means "arbitrator" where applicable.~~

15 ~~**28-9.3-15. Severability** — If any provision of this chapter, or application of any provision~~  
16 ~~to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining~~  
17 ~~provisions of this chapter and the application of the provisions to persons or circumstances other~~  
18 ~~than those to which it is held invalid, are not affected.~~

19 ~~**28-9.3-16. Short title** — This chapter may be cited as the "Certified School Teachers'~~  
20 ~~Arbitration Act".~~

21 SECTION 2. Title 28 of the General Laws entitled "Labor and Labor Relations" is  
22 hereby amended by adding thereto the following chapter:

23 CHAPTER 9.7

24 TEACHERS' AND PUBLIC SCHOOL EMPLOYEES' ARBITRATION

25 ~~**28-9.7-1. Short title.** -- This chapter may be cited as the "Teachers' and Public School~~  
26 ~~Employees' Arbitration Act."~~

27 ~~**28-9.7-2. Statement of policy.** -- (a) The protection of the public health, safety, and~~  
28 ~~welfare demands that the teaching personnel of any city or town, and all employees of any school~~  
29 ~~department in any city or town not be accorded the right to strike or engage in any work stoppage~~  
30 ~~or slowdown. This necessary prohibition does not require the denial to these municipal school~~  
31 ~~department employees of other well recognized rights of labor such as the right to organize, to be~~  
32 ~~represented by a labor organization of their choice, and the right to bargain collectively~~  
33 ~~concerning wages, rates of pay, and other terms and conditions of employment.~~

34 ~~(b) It is the public policy of this state to accord to the teaching and employees of any~~

1 school department of any city or town all of the rights of labor other than the right to strike or  
2 engage in any work stoppage or slowdown. To provide for the exercise of these rights, a method  
3 of arbitration of disputes is established.

4 (c) The establishment of this method of arbitration is not, in any way whatever, deemed  
5 to be a recognition by the state of compulsory arbitration as a superior method of settling labor  
6 disputes between employees who possess the right to strike and their employers, but is deemed to  
7 be a recognition solely of the necessity to provide some alternative mode of settling disputes  
8 where employees must, as a matter of public policy, be denied the usual right to strike.

9 **28-9.7-3. Definitions. --** As used in this chapter, unless the context requires a different  
10 interpretation:

11 (1) "Corporate authorities" means the proper officials within any city or town whose  
12 duty or duties it is to establish the wages, salaries, rates of pay, hours, working conditions, and  
13 other terms and conditions of employment of teachers and school department employees, whether  
14 they are the mayor, city manager, town manager, town administrator, city council, town council,  
15 director of personnel, personnel board or commission, or by whatever other name they may be  
16 designated, or any combination of these officials.

17 (2) "Teachers and school department employees" means the permanent teachers and  
18 school department employees in any city or town within the state.

19 (3) "Unresolved issues" means any and all contractual provisions which have not been  
20 agreed upon by the bargaining agent and the corporate authorities by July 1<sup>st</sup> of any and all school  
21 years. Any contractual provision not presented by either the bargaining agent or the corporate  
22 authority by July 1<sup>st</sup> of any and all school years shall not be submitted to arbitration as an  
23 unresolved issue; provided, that if either party or both parties are unable to present their  
24 respective proposals to the other party by July 1<sup>st</sup> of any and all school years, they have the  
25 opportunity to submit their proposals by registered mail by midnight of the 1<sup>st</sup> day of July.

26 **28-9.7-4. Right to organize and bargain collectively. --** The teachers and public school  
27 employees in any city or town have the right to bargain collectively with their respective cities or  
28 towns and to be represented by a labor organization in the collective bargaining as to wages, rates  
29 of pay, hours, working conditions, and all other terms and conditions of employment.

30 **28-9.7-5. Recognition of bargaining agent. --** The labor organization selected by the  
31 majority of teachers or public school employees in any city or town shall be recognized by the  
32 city or town as the sole and exclusive bargaining agent for all of the members of the city or town  
33 teachers or public school employees unless and until recognition of the labor organization is  
34 withdrawn by vote of a majority of the teachers or public school employees. The labor

1 organization or city or town may designate any person or persons to negotiate or bargain on its  
2 behalf; provided, that the designated person or persons shall be given authority to enter into and  
3 conclude an effective and binding collective bargaining agreement.

4 **28-9.7-5.1. Change of bargaining agent.** -- In the event a majority of the teachers or  
5 public school employees in any city or town select a successor and/or a new labor organization as  
6 the sole and exclusive bargaining agent for all the members of the city or town teachers or public  
7 school employees, the collective bargaining agreement, entered into and in effect pursuant to this  
8 chapter, shall be binding on both the successor and/or new bargaining agent and the corporate  
9 authority.

10 **28-9.7-6. Obligation to bargain.** -- It is the obligation of the city or town, acting  
11 through its corporate authorities, to meet and confer in good faith with the representative or  
12 representatives of the bargaining agent prior to July 1st for collective bargaining purposes. This  
13 obligation includes the duty to cause any agreement resulting from the negotiations to be reduced  
14 to a written contract prior to July 1st, provided that no contract exceeds the term of one year,  
15 unless a longer period is agreed upon in writing by the corporate authorities and the bargaining  
16 agents, but in no event shall the contract exceed the term of three (3) years. An unfair labor  
17 practice charge may be complained of by either the employer's representative or the bargaining  
18 agent to the state labor relations board which shall deal with the complaint in the manner  
19 provided in chapter 7 of this title.

20 **28-9.7-7. Unresolved issues submitted to arbitration.** -- In the event that the bargaining  
21 agent and the corporate authorities are unable, by July 1st of any school year, to reach an  
22 agreement on a contract, any and all unresolved issues shall be submitted to arbitration.

23 **28-9.7-8. Arbitration board – Composition.** -- Within five (5) days from the July 1<sup>st</sup>  
24 deadline referred to in section 28-9.7-7, the bargaining agent and the corporate authorities shall  
25 each select and name one arbitrator and immediately notify each other in writing of the name and  
26 address of the person selected. The two (2) arbitrators selected and named shall, within ten (10)  
27 days from and after the expiration of the five (5) day period mentioned above, agree upon and  
28 select and name a third arbitrator. If, on the expiration of the period allowed, the arbitrators are  
29 unable to agree upon the selection of a third arbitrator, the third arbitrator shall be selected in  
30 accordance with the rules and procedures of the American arbitration association. The third  
31 arbitrator, whether selected as a result of agreement between the two (2) arbitrators previously  
32 selected or selected by the American arbitration association, acts as chair of the arbitration board.

33 **28-9.7-9. Hearings.** -- (a) The arbitration board, acting through its chairperson, shall call  
34 a hearing to be held within ten (10) days after the date of the appointment of the chairperson, and,



1 acting through its chairperson, shall give at least seven (7) days notice in writing to each of the  
2 other two (2) arbitrators, the bargaining agent, and the corporate authorities of the time and place  
3 of the hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial  
4 proceedings are not binding. Any and all documentary evidence and other data deemed relevant  
5 by the arbitrators may be received in evidence. The arbitrators have the power to administer oaths  
6 and to require by subpoena the attendance and testimony of witnesses, the production of books,  
7 records, and other evidence relative or pertinent to the issues presented to them for determination.

8 (b) The hearing conducted by the arbitrators shall be concluded within fifteen (15) days  
9 of the time of commencement, and within ten (10) days after the conclusion of the hearings, the  
10 arbitrators shall make written findings and a written opinion based upon the issues presented, a  
11 copy of which shall be mailed or delivered to the bargaining agent or its attorney or designated  
12 representative and the corporate authorities. A majority decision of the arbitrators is binding upon  
13 both the bargaining agent and the corporate authorities.

14 **28-9.7-10. Factors to be considered by arbitration board. --** The arbitrators shall  
15 conduct the hearings and render their decision upon the basis of a prompt, peaceful, and just  
16 settlement of wage or hour disputes between the teachers or public school employees and the city  
17 or town by which they are employed. The factors, among others, to be given weight by the  
18 arbitrators in arriving at a decision include:

19 (1) Comparison of wage rates or hourly conditions of employment of the teachers or  
20 public school employees in question with prevailing wage rates or hourly conditions of teachers  
21 or public school employees in the state of Rhode Island.

22 (2) Comparison of wage rates or hourly conditions of employment of the teachers or  
23 public school employees in question with wage rates or hourly conditions of employment  
24 maintained for the same or similar work of employees exhibiting like or similar skills under the  
25 same or similar working conditions in the state of Rhode Island.

26 (3) Comparison of wage rates or hourly conditions of employment of the teachers or  
27 public school employees in question with wage rates or hourly conditions of employment of  
28 teachers or public school employees in cities or towns of comparable size.

29 (4) Interest and welfare of the public.

30 (5) Comparison of peculiarities of employment in regard to other trades or professions,  
31 specifically:

32 (i) Hazards of employment.

33 (ii) Physical qualifications.

34 (iii) Educational qualifications.

1           (iv) Mental qualifications.

2           (v) Job training and skills.

3           (6) Comparison of community's ability to pay.

4           **28-9.7-11. Fees and expenses of arbitration. -- Fees and necessary expenses of**  
5 **arbitration shall be borne equally by the bargaining agent and the corporate authorities.**  
6 **Notwithstanding any other remedies which an appointed arbitrator appointed pursuant to section**  
7 **28-9.7-8 may have, an arbitrator or a party who has paid its share of the fees and necessary**  
8 **expenses of an appointed arbitrator may petition the superior court for sanctions against the party**  
9 **failing to make timely payment of its share of the arbitrator's fees and expenses, and the superior**  
10 **court is authorized to enforce sanctions against the nonpaying party, including, but not limited to,**  
11 **contempt powers pursuant to section 8-6-1.**

12           **28-9.7-12. Collective bargaining contract. -- Any agreements actually negotiated**  
13 **between the bargaining agent and the corporate authorities either before or within thirty (30) days**  
14 **after arbitration constitute the collective bargaining contract governing teachers and public school**  
15 **employees and the city or town for the period stated in the agreement; provided, that the period**  
16 **does not exceed one year. Any collective bargaining agreement negotiated under the terms and**  
17 **provisions of this chapter shall specifically provide that the teachers and public school employees**  
18 **who are subject to its terms have no right to engage in any work stoppage, slowdown, or strike,**  
19 **the consideration for the provision being the right to a resolution of disputed questions.**

20           **28-9.7-13. Request for collective bargaining. -- Whenever wages, rates of pay, or any**  
21 **other matter requiring appropriation of money by any city or town are included as matter of**  
22 **collective bargaining conducted under this chapter, it is the obligation of the bargaining agent to**  
23 **serve written notice of request for collective bargaining on the corporate authorities at least one**  
24 **hundred twenty (120) days before July 1<sup>st</sup> of any year.**

25           **28-9.7-14. Severability. -- If any provision of this chapter, or application of any**  
26 **provision to any person or circumstances, is held unconstitutional or otherwise invalid, the**  
27 **remaining provisions of this chapter and the application of the provisions to other persons or**  
28 **circumstances, other than those to which it is held invalid, are not affected by the invalidity.**

29           **28-9.7-15. Writ of certiorari to the supreme court. -- The sole avenue of review of a**  
30 **decision of an arbitration panel issued pursuant to this chapter shall be by petition for writ of**  
31 **certiorari to the supreme court. In the event a decision of the arbitration panel is sought to be**  
32 **reviewed by writ of certiorari to the supreme court, the matter shall be given priority by the**  
33 **supreme court.**

34           **28-9.7-16. Attorneys' fees -- Costs – Interest. -- In the event either the bargaining agent**

1 or the corporate authorities files a petition for writ of certiorari to the supreme court of the state of  
2 Rhode Island for a review or modification of a majority decision of the arbitrators, which by  
3 section 28-9.7-9 is binding upon both the bargaining agent and the corporate authorities, the party  
4 against whom the decision of the supreme court shall be adverse, if the supreme court finds the  
5 appeal or petition to be frivolous, shall pay reasonable attorneys' fees and costs to the successful  
6 party as determined by the supreme court and the supreme court shall, in its final decision or  
7 judgment, award costs and reasonable attorneys' fees; and if the final decision affirms the award  
8 of money, the award, if retroactive, shall bear interest at the rate of eight percent (8%) per annum  
9 from the effective retroactive date.

10 **28-9.1-17. Continuance of contractual provisions.** -- All contractual provisions  
11 contained in a collective bargaining agreement entered into pursuant to this chapter continue in  
12 the following collective bargaining agreement unless either the bargaining agent or the corporate  
13 authority proposes a change in any contractual provision, in writing, by July 1st of any school  
14 year referred to in section 28-9.7-7.

15 SECTION 3. This act shall take effect upon passage.

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LC00380  
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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
A N A C T  
RELATING TO THE TEACHERS' AND PUBLIC SCHOOL EMPLOYEES' ARBITRATION

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- 1 This act would establish the teachers' and public school employees' arbitration act.
- 2 This act would take effect upon passage.

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LC00380  
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