STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC. **SUPERIOR COURT**

[Filed: October 11, 2018]

IN THE MATTER OF THE ARBITRATION BETWEEN

WILLIAM M. DAVIES, JR. CAREER AND TECHNICAL HIGH SCHOOL TEACHERS' ASSOCIATION/NEARI/NEA	:	
v.	:	**C.A. No. PM-2017-4562**
WILLIAM M. DAVIES, JR. CAREER AND TECHNICAL HIGH SCHOOL BOARD OF TRUSTEES	:	

DECISION

CARNES, J. Before this Court is the William M. Davies, Jr. Career and Technical High School Board of Trustees' (the Board) Motion to Vacate an Arbitration Award finding the Board violated the Collective Bargaining Agreement (CBA) between William M. Davies, Jr. Career and Technical High School Teachers' Association/NEARI/NEA (the Union) and the Board. The Union has filed a Cross-Motion to Confirm the Arbitration Award. The Board contends that the award should be vacated because the arbitrator exceeded his authority by interpreting the CBA in such a way as to contradict state law and usurp the Board's statutory authority. Jurisdiction is pursuant to G.L. 1956 §§ 28-9-14, 28-9-17 and 28-9-18.

I

Facts and Travel

The material facts of this case are not in dispute. At the time of the Board's action that gave rise to the current dispute, the Board and the Union were parties to a collective bargaining agreement. Arbitration Award 4-5. The arbitrator's interpretation of two provisions of the CBA

is at issue in this case. Article 5.1 provides: "**To the extent permissible by law**, parties hereto recognize and accept the principle of seniority in all cases of layoffs and recalls." CBA 7 (emphasis added). Article 5.7 provides:

> "All internal applicants for a position at Davies will be judged on the bases of the following criteria as described in the Vacancy/Transfer Matrix:
> - Seniority
> - Elements/Components of the RI Model Evaluation and Support System
> - Certifications
> - Content Knowledge
> - Relevant Professional Experience" *Id.* at 8.

At the end of the 2015-2016 school year, the Board laid off William Esser (Esser), who was then teaching at William M. Davies, Jr. Career and Technical High School (Davies) in the Building and Construction Trades Department. The Board also laid off Emmanuel Ruiz (Ruiz), who was then teaching in the Math Department.

At the beginning of the 2016-2017 school year, a teaching position in the Math Department became available, and both Esser and Ruiz were interested in the position. Both Esser and Ruiz were certified to teach Math; however, Esser was more senior than Ruiz. To decide which teacher should receive the position, Adam Flynn (Flynn), the Supervisor of Academic Instruction at the time, applied the Vacancy/Transfer Matrix found in Article 5.7 of the CBA (the matrix). He did so because he believed Esser's move to a different department was not a "linear recall" and therefore, it was a transfer that fell more appropriately under Article 5.7 as opposed to Article 5.1 that specifically addressed recalls. After applying the matrix, both Esser and Ruiz received the same score. Flynn then looked at both teachers' Effectiveness Rating Report and found that while both teachers were rated overall "Effective," Ruiz had a slightly

higher technical score. Based on this slight difference in score, Flynn recalled Ruiz for the open position as opposed to Esser.

The Union then filed a grievance, asserting the Board violated Article 5.1 of the CBA, the seniority provision, by failing to recall the more senior Esser over the less senior Ruiz. Arbitration Award 6-7. The grievance proceeded to arbitration where the issue presented was the following: "Was the failure to recall Mr. Esser to a Math position a violation of the collective bargaining agreement? If so, what shall be the remedy"? Arbitration Award 1-2.

At arbitration, the Union contended that the issue was substantively arbitrable because the CBA included a broad arbitration clause and the grievance did not involve the Board's non-delegable statutory duties. Also, the Union asserted that there was no contractual basis for Flynn's conclusion that Esser's move to the Math Department would be a "linear recall" and therefore, Article 5.7, which governed vacancies and transfers, should have been applied as opposed to Article 5.1, which specifically governed recalls. Lastly, the Union pointed to the Board's past practice of basing lay-off and recall decisions on seniority to show that seniority should have been applied in this case as well.

The Board took the position that the phrase "to the extent permissible by law" contained in Article 5.1 of the CBA prevented it from recalling the more senior Esser over the less senior Ruiz. Specifically, the Board asserted that the Basic Education Program Regulations and advisory opinions issued by the Commissioner of Education prohibited it from making the recall decision based on strict seniority. Additionally, the Board averred that the issue was not arbitrable because the decision of who to recall to the vacant position was the Board's non-delegable statutory duty.

After reviewing each parties' positions, the arbitrator issued a decision (the award) finding the dispute was arbitrable, and ultimately, that the Board violated Article 5.1 of the CBA by failing to recall the more senior Esser to the vacant position. Arbitration Award 11-14. Specifically, the arbitrator found that the Board was not legally precluded from "us[ing] seniority as the determining factor for recalling laid-off teachers" and therefore, Article 5.1 required "the principle of seniority to govern all recalls." *Id.* at 12, 14. The arbitrator issued an award requiring the Board to offer to recall Esser to the position it gave to Ruiz and to compensate Esser for any lost wages and benefits. *Id.* at 14.

The Board filed a Motion to Vacate Arbitration Award arguing the arbitrator exceeded his authority by deciding a non-arbitrable issue that involves the Board's non-delegable duties. Board's Appl. and Mot. to Vacate an Arbitration Award. Additionally, the Board avers that the arbitrator manifestly disregarded the law by requiring the Board to apply strict seniority in making recall decisions. The Union responded by filing a Motion to Confirm Arbitration Award, asserting that the award should be confirmed because the dispute was arbitrable as it did not contravene state law. Union's Mot. to Confirm Arbitration Award. The Union also contended that the award was grounded in "passably plausible" interpretation of the CBA provisions and the law.[1]

[1] At oral argument, the Union raised the issue of mootness for the first time. However, this Court finds that this case presents questions of "extreme public importance, which [are] capable of repetition but which [evade] review." *See City of Cranston v. Int'l Bhd. of Police Officers, Local 301*, 115 A.3d 971, 977 (R.I. 2015) (citing *City of Cranston v. R.I. Laborers' Dist. Council, Local 1033*, 960 A.2d 529, 533 (R.I. 2008)). Therefore, the application of mootness is precluded.

II

Standard of Review

It is well settled that "Rhode Island has a strong public policy in favor of the finality of arbitration awards." *Berkshire Wilton Partners, LLC v. Bilray Demolition Co., Inc.*, 91 A.3d 830, 834 (R.I. 2014). Accordingly, this Court only may vacate an arbitration award in limited circumstances pursuant to § 28-9-18 and established case law. *ABC Bldg. Corp. v. Ropolo Family, LLC.*, 179 A.3d 701, 705-06 (R.I. 2018); *see also Buttie v. Norfolk & Dedham Mut. Fire Ins. Co.*, 995 A.2d 546, 549 (R.I. 2010) (citing *N. Providence Sch. Comm. v. N. Providence Fed'n of Teachers, Local 920, Am. Fed'n of Teachers*, 945 A.2d 339, 344 (R.I. 2008)).

A court can vacate an arbitration award if (1) the award was the result of fraud, (2) the arbitrator exceeded his or her powers, or "so imperfectly executed them, that a mutual, final, and definite award upon the subject matter submitted was not made," or (3) there was "no valid submission or contract, and the objection [was] raised" under specified conditions. Sec. 28-9-18(a). An arbitrator can exceed his or her powers by reaching an "'irrational result,'" displaying a "'manifest disregard of [the law or] a contract provision,'" or deciding an issue "'that was not arbitrable in the first place.'" *State Dep't of Corr. v. R.I. Bhd. of Corr. Officers*, 64 A.3d 734, 739 (R.I. 2013) (quoting *Cumberland Teachers Ass'n v. Cumberland Sch. Comm.*, 45 A.3d 1188, 1191 (R.I. 2012)).

Arbitrability, unlike the merits of the arbitration award, is a question of law that this Court reviews *de novo*. *Town of Cumberland v. Cumberland Town Emps. Union*, 183 A.3d 1114, 1118 (R.I. 2018); *State Dep't of Corr.*, 64 A.3d at 740; *see also State Dep't of Admin. v. Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO, Local 2409*, 925 A.2d 939, 944 (R.I. 2007). However, "if the arbitrator decides an arbitrable grievance and there is no other basis upon which

to vacate the award, it must be confirmed." *Rhode Island Council 94*, 925 A.2d at 944 (citing Sec. 28-9-17).

III

Analysis

A

Arbitrability

Before this Court can address the merits of the award, it first must decide whether the dispute was substantively arbitrable. *See State Dep't of Corr.*, 64 A.3d at 740. In other words, this Court must decide whether the arbitrator had the authority to resolve the dispute in the first instance. *See id.* at 739. Substantive arbitrability, similar to subject matter jurisdiction, can be raised at any time. *Aetna Bridge Co. v. State Dep't of Transp.*, 795 A.2d 517, 522-23 (R.I. 2002).

The Board contends that the arbitrator wrongfully decided a non-arbitrable issue because requiring strict seniority in recall decisions contradicts certain statutory provisions, the Basic Education Program Regulations (BEP)[2], and previous advisory opinions from the Commissioner of Education. The Board also contends that the arbitrator usurped the Board's statutory duties in relation to its educational mission. In response, the Union asserts that nothing in the award or the CBA interferes with the Board's authority over educational policy, or usurps the Board's non-delegable duties.

It is well-established that "'an arbitrator cannot resolve a labor dispute by issuing a ruling that would conflict with or compromise the statutory authority or legal obligations of a department of state government.'" *State, by and through Kilmartin v. R.I. Troopers Ass'n*, 187 A.3d 1090, 1099 (R.I. 2018) (quoting *State v. Rhode Island All. of Soc. Servs. Emps., Local 580, SEIU*, 747 A.2d 465, 468 (R.I. 2000)); *see also Woonsocket Teachers' Guild, Local 951, AFT v.*

[2] R.I. Admin. Code 21-2-53: G-12-4.1.

Woonsocket Sch. Comm., 770 A.2d 834, 839 (R.I. 2001) ("arbitration awards that act to modify the scope of the school committee's statutory duty are unenforceable because the arbitrator has no authority to make them"). Moreover, "school committees are not at liberty to bargain away their powers and responsibilities with respect to the essence of the educational mission." *N. Providence Sch. Comm.*, 945 A.2d at 347; *see also Int'l Bhd. of Police Officers, Local 301*, 115 A.3d at 978 (finding a department of state government may not bargain away its statutory obligations through contract provisions of a CBA); *Woonsocket Teachers' Guild, Local 951, AFT*, 770 A.2d at 838 ("Because this duty is created by state law, it is non-delegable and cannot be bargained away in the CBA.").

Although it is clear that an arbitration award that contravenes state law cannot stand, "there must be a *direct* conflict between the statutory language and a competing contractual provision" to warrant vacating the award. *Rhode Island Council 94,* 925 A.2d at 945 (emphasis in original). In *Rhode Island Council 94*, the Court found no direct conflict between a statute that gave the Director of the Department of Administration the authority to appoint sheriffs to perform special operations and CBA provisions that provided that overtime for the special operations should be assigned "fairly and equitably" among qualified employees and should be offered based on seniority. *Compare id.* at 945-46, *with Int'l Bhd. of Police Officers, Local 301,* 115 A.3d at 980 (vacating an arbitration award that relied on a CBA provision to calculate years of service for retirement purposes by rounding up the last year of service because a statute specifically required twenty full years).

To determine whether the arbitrator's award in this case directly contradicted state law, this Court must review the relevant CBA provision alongside the relevant statutes and regulation. *See Rhode Island Council 94,* 925 A.2d at 945. Article 5.1 of the CBA states: "[t]o the extent

permissible by law, parties hereto recognize and accept the principle of seniority in all cases of layoffs and recalls." However, Chapters 2 and 45 of Title 16 of the Rhode Island General Laws, which govern the Board's duties, do not specifically address the use of seniority in recall decisions. *See* G.L. 1956 §§ 16-2-1, *et seq.* and §§ 16-45-1, *et seq*. Specifically, § 16-2-9(a) states that the Board[3] is entrusted with "[t]he entire care, control, and management of all public school interests" as well as the "overall policy responsibility for the employment and discipline of school department personnel." Next, § 16-2-11(a)(7) requires the superintendent "to appoint all school department personnel with the consent of the school committee." Also, § 16-45-6(g)(5), which governs Regional Vocational Schools such as Davies, entrusts the Board with "broad policy making authority for the operation of the school and . . . to develop staffing policies which ensure that all students are taught by educators of the highest possible quality." In addition to these statutes which address the Board's general authority over personnel decisions, the Board contends that the award contradicted the BEP, which "requires that student learning be the primary reference point for . . . personnel assignment and evaluation." R.I. Admin. Code 21-2-53: G-12-4.1.

However, this Court finds that the arbitration award does not contradict state law in regard to the use of seniority in recall decisions. Title 16 only mentions the use of seniority in § 16-13-6. Section 16-13-6 allows the Board to suspend teachers due to a substantial student population decrease provided: "suspension of teachers shall be in the inverse order of their employment [and] . . . that teachers who are suspended shall be reinstated in the inverse order of their suspension." Although § 16-13-6 does not apply here—because Ruiz and Esser were not

[3] Although § 16-2-9(a) specifically addresses school committees, § 16-45-6(d)(2) states that "[t]he board of trustees shall have the powers and duties of school committees." Consequently, § 16-2-9(a) applies equally to the Board.

suspended due to a student population decrease[4]—, § 16-13-6 indicates the General Assembly approves of, and even prefers, to use seniority in certain personnel decisions. Therefore, the use of seniority in recall decisions clearly does not contradict § 16-13-6.

Other than § 16-13-6 addressed above, nothing in Title 16 or the BEP mentions the use of seniority. Similar to the statute at issue in *Rhode Island Council 94*, which gave the Director of the Department of Administration the authority to "fairly and equitably" appoint sheriffs to perform special operations but did not specifically address the use of seniority in assigning overtime, Title 16 only states that the Board should make personnel assignments that ensure the highest quality education possible. *See* 925 A.2d at 945. Title 16, however, does not address the specific manner in which these assignments are made. *See id.* at 946 (holding that the arbitrator was correct in finding that "[the statute] d[id] not govern the manner in which extradition overtime should [have been] assigned").

Moreover, Title 16 must be read with statutory provisions mandating the Board to negotiate with the Union over matters affecting the terms and conditions of employment. *See N. Providence Sch. Comm.*, 945 A.2d at 347 (recognizing that "the sweeping language of Title 16 must be read in harmony with the provisions of the Michaelson Act"). According to the doctrine of *in pari materia*, "[i]n the absence of any express repeal or amendment, the new provision is presumed to accord with the legislative policy embodied in those prior statutes, and they all should be construed together." 2B Norman J. Singer & J.D. Shambie Singer, *Sutherland Statutory Construction* § 51:2 at 191-97 (7th ed.). Section 28-9.3, the Certified School Teachers' Arbitration Act, frequently referred to as the "Michaelson Act," requires school committees to bargain in good faith with union representatives. Sec. 28-9.3-4. Additionally, "certified teachers

[4] At the end of the 2015-2016 school year, the school did not renew Ruiz and Esser's teaching contracts for the following school year. Arbitration Award 6.

in the public school system . . . have the right to negotiate professionally and to bargain collectively . . . concerning hours, salary, working conditions, and all other terms and conditions of professional employment." Sec. 28-9.3-2(a). Thus, when read alongside the Michaelson Act, Title 16 cannot reasonably be interpreted to mean the Board is prohibited from negotiating over *any* personnel decision because some personnel decisions can constitute a term or condition of employment. *See Belanger v. Matteson*, 115 R.I. 332, 353, 346 A.2d 124, 137 (1975) ("An undue fixation with the language of § 16-2-18[5] and a failure to broaden one's viewpoint so as to see what the General Assembly did . . . could result in the emasculation of the School Teachers' Arbitration Act."). Therefore, absent a clear statutory or regulatory prohibition, it was within the Board's power to agree that the principle of seniority would be applied to recall decisions.

The Board next points to multiple advisory opinions from the Commissioner of Education to argue the award contradicts state law because the Commissioner found the BEP prohibits the use of seniority as the sole factor in recall decisions. In an unrelated case, on November 7, 2011, the Commissioner wrote a letter concerning the role, if any, seniority plays in staffing decisions under the BEP, and what factors the Superintendent should use to make assignment, transfer, layoff, or recall decisions. *See* Comm'r of Educ., Advisory Op., Nov. 7, 2011. The Commissioner concluded that "seniority can only be a component of an overall system of gauging the relative merit of competing qualified candidates." *Id.* at 3. In the case of *Warwick School Committee v. Warwick Teachers' Union, Local 915, AFT and the Rhode Island Department of Education*, the Commissioner stated that "[t]he use of seniority as the sole factor is prohibited given that the BEP requires that student learning is to be 'the primary reference point for decision-making, responsive policy development, resource allocation, and personnel

[5] Section 16-2-18, similar to §16-2-11(a)(7), provides that the superintendent shall select and appoint teachers with the consent of the school committee.

assignment and evaluation.'" 024-16, at 17 (Rhode Island Comm'r of Educ. Decision and Order, Nov. 28, 2016) (quoting R.I. Admin. Code 21-2-53: G-12-4.1).

Although the Commissioner's opinions do at least address seniority, neither opinion specifically states that seniority cannot be a factor at all in recall decisions, just that it may not be the sole factor. While the Board repeatedly maintains that seniority was the sole factor in deciding that Esser should be given the open position over Ruiz, Flynn did not use seniority as the sole factor in this case. After reviewing the factors listed in Article 5.7, Flynn found Ruiz had a slightly higher score than Esser. However, this slight difference in score is virtually negligible; both teachers were rated as "Effective" and thus, were equally qualified for the position. Then, in the arbitrator's decision to award Esser the position over Ruiz, he found Esser's senior status should have been used as the determining factor. Thus, the use of seniority as a determining factor in recall decisions was not a non-arbitrable issue due to a contradiction with state law.

The Board contends that, even if there is no conflict with state law, the use of seniority in recall decisions is non-arbitrable because the arbitrator interfered with the Board's statutory and regulatory duties. Thus, this Court must determine if the decision to recall one qualified teacher over another is so closely related to the essence of the educational mission that it is non-delegable and therefore, non-arbitrable. *See N. Providence Sch. Comm.*, 945 A.2d at 347. In *N. Providence School Committee*, the Court held that the school committee's decision to eliminate a composition period that English teachers used to grade papers and to meet with students was arbitrable because the decision related to the terms and conditions of employment as opposed to an educational policy decision. *Id.* at 346. The Court noted, however, that it found the decision arbitrable because the school committee based its decisions on fiscal reasons as opposed to improving education. *Id.* at 347. Additionally, in *Belanger*, the court addressed a CBA provision

that required the school committee to use seniority as the deciding factor when deciding between candidates with equal qualifications. 115 R.I. at 335, 346 A.2d at 128. The court held the school committee was free to negotiate over how promotions would be awarded because promotions did not interfere with the school committee's statutory duty to select teachers as required by § 16-2-18 and therefore, such decisions were arbitrable. *Id.* at 353-54, 346 A.2d at 137.

Outside of educational context, the Supreme Court has held that decisions made to ensure the individual's safety and well-being are generally non-arbitrable, even in the face of contrary CBA provisions. *See State, Dep't of Mental Health, Retardation, and Hospitals v. Rhode Island Council 94, A.F.S.C.M.E., AFL–CIO*, 692 A.2d 318, 324 (R.I. 1997) (decision to limit the number of hours and employee can work consecutively to ensure the well-being of the patients was non-arbitrable); *Vose v. R.I. Bhd. of Corr. Officers*, 587 A.2d 913, 915-16 (R.I. 1991) (decision requiring involuntary overtime during a staffing shortage was non-arbitrable in light of need to ensure the safety of the prison).

Like the school committee's decision to eliminate a composition period in *N. Providence School Committee*, the Board's recall decision between two qualified teachers involves a term and condition of employment as opposed to an educational policy decision. *See* 945 A.2d at 346. The Board's decision did not involve a policy decision, such as curriculum or the basic qualifications for the position, but simply which of two qualified candidates should be recalled to the open position. Moreover, this case is similar to *Belanger*, in which the court found the use of seniority as a factor in promotional decisions did not interfere with the school committee's statutory duties to select school personnel. *See* 115 R.I. at 353-54, 346 A.2d at 137. Recall decisions, like promotional decisions, involve deciding which current, qualified union member should receive a certain position. Here, the arbitrator did not interfere with the Board's statutory

duties because he interpreted Article 5.1 to require the Board to use seniority as the deciding factor when deciding whether to recall Esser or Ruiz, both current union members who were qualified for the position. Pursuant to the Supreme Court's holdings, this Court finds that the decision regarding which teacher to recall between two qualified teachers is not so closely related as to interfere with the essence of the educational mission. *See N. Providence Sch. Comm.*, 945 A.2d at 346.

Furthermore, although the Board is entrusted with the duty to make staffing decisions in the best interests of the students, both teachers were essentially equally qualified for the position; therefore, the award did not contravene public policy or hurt student education. *See Rhode Island Council 94*, 925 A.2d at 946 (finding CBA provision governing the assignment of overtime did not contravene public policy or public safety because it limited eligibility to qualified employees only). In this case, both Esser and Ruiz were rated "Effective," and the arbitrator simply interpreted Article 5.1 of the CBA to require seniority to be the determining factor between the two teachers. If, for example, Esser were found to be a far less qualified teacher than Ruiz—and the arbitration award required the Board to give Esser the position over the less senior Ruiz—then the award might have usurped the Board's duty to "make student learning the primary factor" in making teacher assignments. However, that is not the case here.

Therefore, this Court finds that the arbitrator did not exceed his powers by deciding a non-arbitrable issue. This Court further finds that the use of seniority in recall decisions between two qualified teachers does not contradict state law or usurp the Board's statutory non-delegable duties.

B

Merits

With respect to the arbitration award, the Board asserts that this Court should vacate the award because the arbitrator exceeded his authority by manifestly disregarding the law. Specifically, it maintains that the arbitrator knew the law prohibited the Board from applying seniority as the sole factor in recall decisions, yet he disregarded this prohibition in issuing the award. The Union counters that the award should be confirmed because the award "draws its essence" from the CBA and it is a "passably plausible interpretation" of CBA provisions.

"'[A] manifest disregard of the law requires something beyond and different from a mere error in the law or failure on the part of the arbitrator[] to understand or apply the law.'" *ABC Bldg. Corp.*, 179 A.3d at 706 (quoting *Berkshire Wilton Partners, LLC*, 91 A.3d at 836-37). To vacate an arbitration award based on an arbitrator's manifest disregard of the law, the Court must find the arbitrator "underst[ood] and correctly articulate[d] the law, but then proceed[ed] to disregard it." *See id.* Moreover, an arbitrator's decision should be upheld so long as it is based on a "passably plausible interpretation" of the CBA. *Woonsocket Teachers' Guild*, 770 A.2d at 837.

In his decision, the arbitrator properly concluded that seniority cannot be the sole factor in recall decisions. He specifically stated

> "the BEP contains no express limitation on a district's ability to use seniority as the determining factor for recalling laid-off teachers. Therefore, the BEP regulation on its face does not impose a legal restriction on the District's ability to recall teachers pursuant to Article 5.1[6] based on the principle of seniority." Arbitration Award 12.

[6] Article 5.1 of the CBA provides, "To the extent permissible by law, parties hereto recognize and accept the principle of seniority in all cases of layoffs and recalls."

The arbitrator then addressed the Commissioner's advisory opinions and stated that her opinions "do[] not state definitively that seniority can never be a legally permissible basis for deciding teacher recalls." *Id.* at 13.

Next the arbitrator applied the law to Article 5.1 and found the provision was enforceable because it did not require seniority to be the sole factor in recall decisions but only a determining factor. Arbitration Award 12-13. As a result, the arbitrator found "[the Board] violated Article 5.1 when it failed to recall Esser, the more senior teacher, to the vacant Math Department position." *Id.* at 14.

Because the arbitrator properly applied the law to Article 5.1, it necessarily follows that the arbitrator's decision was clearly a "passably plausible interpretation" of the CBA. *See Woonsocket Teachers' Guild*, 770 A.2d at 837. Therefore, the arbitrator's decision is entitled to deference from this Court. *See id.*

IV

Conclusion

In sum, the arbitrator did not exceed his authority because the use of the seniority provision of the CBA in making recall decisions does not contradict state law or usurp the Board's statutory authority. As a result, the dispute was arbitrable. Additionally, the arbitrator did not manifestly disregard the law or provisions of the CBA. For the reasons stated above, this Court denies the Board's Motion to Vacate the Arbitration Award and accordingly, grants the Union's Motion to Confirm the Arbitration Award.

Counsel shall prepare an appropriate judgment for entry.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

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CASE NO:	PM-2017-4562
COURT:	Providence County Superior Court
DATE DECISION FILED:	October 11, 2018
JUSTICE/MAGISTRATE:	Carnes, J.
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