

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

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IN THE MATTER OF	:	
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STATE OF RHODE ISLAND	:	
DEPARTMENT OF LABOR AND TRAINING	:	CASE NO: EE- 1715
	:	
AND	:	
	:	
	:	
RI COUNCIL 94, AFSCME, AFL-CIO	:	

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**DECISION & ORDER**  
**TRAVEL OF CASE**

The above-entitled matter came on to be heard before the Rhode Island State Labor Relations Board (hereinafter "Board") as a Unit Clarification Petition filed by the RI Council 94 AFSCME, AFL-CIO, seeking to accrete the position of Office Manager to an existing bargaining unit. The petition was filed on July 17, 2014. An informal hearing was held on July 31, 2014. Subsequent to the informal hearing, the Board's Agent conducted an investigation, which culminated in a written report dated September 30, 2014. Neither the Union nor the Employer filed any supplementary response to the Board's Investigative Report. On November 5, 2014, the Board met to review both the investigative report and determined that it would not issue a preliminary determination on the petition, and that the matter would proceed to formal hearing. The formal hearing was held on February 5, 2015. Both the Employer and the Union had full opportunity to present evidence and to examine and cross-examine witnesses. Upon conclusion of the hearing, the parties each filed a brief. In arriving at the decision herein, the Board considered the testimony and evidence submitted at the formal hearing and reviewed both briefs.

**SUMMARY OF FACTS & TESTIMONY**

The position of Office Manager was created and posted in March 2014 as a non-Union position within the Department of Labor & Training's Division of Workforce Regulation and Safety, with a "float, as assigned" component. The supplement to the Office Manager's job description states: "This position will report to the Assistant Director for Workforce Regulation and Safety. The primary role of the Office Manager will be to perform administrative tasks for the Assistant Director and/or Administrator of the

Division. This position will also float, as assigned, to assist other divisions within the Department.” (See Joint Exhibit #4)

In support of its petition to accrete the position of Office Manager into its bargaining unit, the Union presented ten (10) job descriptions for other positions within its bargaining unit, a photo of a workspace and brief witness testimony. The Union’s first witness was Mr. David M. Rodrigues, the President of the Union’s Local 2869. Mr. Rodrigues testified that he did not agree with the content of the Union’s proffered Exhibit #1, the Board’s Investigative Report. Mr. Rodrigues stated that he did believe that the report accurately reflected the duties performed by Mr. Gallo. Mr. Rodrigues testified that he believed that approximately four hours of Mr. Gallo’s day is spent in reviewing, collecting and reconciling time slips and updating a shared calendar for all employees; a function that had previously been performed for many years by a bargaining unit employee holding the title of Implementation Aide. (TR pgs. 14-15) Mr. Rodrigues also testified that the pay grades for the positions in the petitioning bargaining unit ranged from pay grade 15 to pay grade 32 and that the pay grade for the Office Manager’s position is 23. (TR. pg. 15) Mr. Rodrigues testified that the hours of work for the Office Manager position are 8:30 a.m. to 4:30 p.m. and the hours of work for members of the bargaining unit range from 8:00 a.m. to 3:00 p.m. and 8:30 a.m. to 4:00 p.m. (TR. pg. 16) The members of the bargaining unit and the Office Manager all work a Monday through Friday schedule and the fringe benefits (healthcare, retirement, vacation leave, sick leave and personal leave) are the same for Union and non-Union employees. (TR. pg. 16)

On direct-examination, Mr. Rodrigues compared the illustrative examples of work performed on the Office Manager’s job description (Joint Exhibit # 5) to a series of other bargaining unit job descriptions. The first illustrative example states: “Within a large state department, to serve in a responsible capacity to a Director or Associate Director by planning, coordinating, directing and supervising office operations and other administrative support services.” Mr. Rodrigues testified that the bargaining unit title of Assistant Administrator performs these same services. (TR. pg. 18)

The second illustrative example of work on the Office Manager’s job description states: “To relieve the Director or Associate Director by supervising such details as: the acceptance of telephone calls, the reception of visitors, the preparation and processing of correspondence, the maintenance of files and records, the collection and dissemination of information, and the transmission of instruction to department officials.”

Mr. Rodrigues testified that the bargaining unit title of Implementation Aide performs these same services. (TR. pg. 19)

The third illustrative example of work on the Office Manager's job description states: To supervise and review the work of a staff engaged in providing various clerical support services required of the office." Mr. Rodrigues testified that the bargaining unit title of Chief of Labor Standards and Chief of Prevailing Wage perform these same services. (TR. pg. 19) The fifth illustrative example of work on the Office Manager's job description states: To prepare reports and analyses for the use of the Director or Associate Director in their evaluation of the effectiveness of current programs and policies and/or determining the need for new programs and policies." Mr. Rodrigues testified that the bargaining unit title of Implementation Aide performs these same services. (TR. pg. 19) He also testified that the title of Implementation Aide also prepares agendas for conferences, gathers data, and reviews correspondence and departmental mail.

On cross-examination, Mr. Rodrigues acknowledged that he is not Mr. Gallo's supervisor and does not examine or sign his time sheets. Mr. Rodrigues admitted that his knowledge of Mr. Gallo's actual duties and responsibilities is limited to his observation of Mr. Gallo for the portion of the day that he is in the Division of Workforce Regulation and Safety's workspaces. (TR. pg. 25)

The Union also presented extremely brief testimony from Gladys Gould, Staff Representative, RI Council 94, AFSCME, AFL-CIO. This testimony was limited to inquiring as to how Ms. Gould came to submit the petition and that she provided argument (based on alleged facts) to the Board's Investigators at the informal hearing. Upon conclusion of the few questions asked of Ms. Gould, the Union rested.

The Employer presented testimony from Matthew Weldon, the Assistant Director of the Department of Labor & Training. Mr. Weldon testified that he assisted in the preparation of the vacancy notice for the "Office Manager" position. He testified that he included language for the position to "float" because the position was needed not only for Division of Workforce Regulation and Safety, but also to do Division of Facilities Management work and to take over a new (non-Union) responsibility being transferred to the Department; managing the State Motor Vehicle Fleet assigned to the Department of Labor & Training ("DLT"). (TR. pg. 31) Mr. Weldon explained that the motor vehicle fleet maintenance had previously been performed by the Department of Administration and that when it was transferred to DLT, Mr. Weldon had originally been performing those

duties. (TR. 32) In addition, the Office Manager position was posted with “float” duties so that the position could be used for property management. Mr. Weldon stated that the DLT manages and maintains ten buildings throughout the state and that the position was intended to perform duties previously performed by Mr. Weldon and a Ms. D’Agostino (both non-Union management personnel), including: identifying projects to be conducted, identifying budget resources for those projects, and to engage with the Facilities personnel. (TR. pgs. 33-34) In addition, the position of Office Manager was intended to be a back-up to the non-Union mailroom supervisor, in anticipation of the mailroom supervisor’s retirement. (TR. pg. 35) As of the time of the hearing in this case, the mailroom supervisor had not retired, but Mr. Gallo had assumed those duties on two (2) occasions in the month preceding the hearing in this matter. (TR. pg. 37) On further examination by Board Member Peder Schaefer<sup>1</sup>, Mr. Weldon testified that there are three or four other Office Manager positions within the DLT and that none of them are in a Union. (TR. pg. 44)

The incumbent employee, Mr. Russell Gallo, was hired into the position in May, 2014. Mr. Gallo testified that he spends approximately forty to fifty percent of his time doing non-Union work in “Facilities Management” as opposed to Workforce Regulation and Safety. He testified that sometimes his work in Facilities Management, managing the Department’s fleet of vehicles, may go as high as sixty percent, but that his workload does vary. (TR. pg. 39) By and large, his duties are split fairly evenly between Division of Workforce Regulation and Safety and non-Union Facilities Management work. Id. On cross-examination, Mr. Gallo testified that he manages time slips and works with reports pertaining to federal reimbursement monies. (TR. pg. 40) He also testified that some of his work pertained to the maintenance of the building that houses the Department. (TR. pg. 42)

#### **POSITION OF THE PARTIES**

The Union argues that the position shares a community of interest with other members of its bargaining unit and that since the position is not supervisory, managerial or confidential, the position should be accreted into the Union’s bargaining unit. The Employer argues that the position is managerial and that it does not share a community of interest with the petitioned for bargaining unit. In the alternative, the Employer argues that if the Board were to find this position appropriate for collective bargaining, it should be in Local 401’s bargaining unit, not Council 94.

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<sup>1</sup> The transcript erroneously identifies this Board member as a “Ms.”

## DISCUSSION

The first issue for the Board to determine is whether or not the position is eligible for collective bargaining in the first place or whether the position is excludable as confidential, managerial, or supervisory. The record is completely devoid of testimony or evidence that would even suggest that the position is confidential, as that term is understood in labor relations matters. Therefore, the position is not excludable from collective bargaining on that basis.

Next, we shall consider whether the position is a managerial position. "Managerial" employees are employees who "formulate and effectuate management policies by expressing and making operative the decisions of their employers." Fraternal Order of Police, Westerly Lodge 10 v. Town of Westerly, 659 A.2d 1104, 1107 (1995); State v. Local 2883 AFSCME, 463 A.2d 186, 190 (1983) citing and quoting in part NLRB v. Bell Aerospace Co., 416 U.S. 267, 278 (1974). Managerial employees must exercise discretion within or even independently of established employer policy and must be aligned with management. N.L.R.B. v. Yeshiva University, 444 U.S. 672 (1980). An employee may be excluded as managerial only if he represents management interests by taking or recommending discretionary actions that control or implement employer policy. Id. "Employees whose decision-making is limited to the routine discharge of professional duties in projects to which they have been assigned, cannot be excluded from coverage even if Union membership arguably may involve some divided loyalty. Only if an employee's activities fall outside the scope of the duties routinely performed by similarly situated professionals, will he be found aligned with management." Id. at 690.

In this case, the Employer argued that the position was a managerial position, but did not present any evidence or testimony that the position of Office Manager formulates and effectuates management policies or that Mr. Gallo takes or recommends discretionary actions that control or implement employer policy. This position was not proven to be managerial, and therefore, is not excludable from collective bargaining on this basis.

In the Board of Trustees, Robert H. Champlin Memorial Library v. Rhode Island State Labor Relations Board, 694 A.2d 1185, 1189 (R.I. 1997), the Rhode Island Supreme Court adopted the following federal definition of "supervisor":

"any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their

grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.”

(29 U.S.C. § 152(11))

Under federal labor law, this list of supervisory functions has been determined to be disjunctive; that is, a supervisor is an individual with the authority to undertake any one of these functions. Rest Haven Living Center, Inc. 322 NLRB, no. 33, 153 LRRM 1132 (1996).

The evidence in this case is nearly devoid of any evidence that the Office Manager position has any authority whatsoever, in the interest of the employer, to hire, fire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. The only reference to supervision in the documentary evidence is the job description, where it states that the Officer Manager “plans, supervises and reviews the work of a subordinate staff; and may exercise functional supervision over other positions in the Office of the Director as assigned. (Joint Exhibit #5) The only testimony that even touched on the issue of supervisory status pertained to the mail room work, wherein Mr. Gallo had filled in on two (2) occasions to cover for the “supervisor”, a non-Union position. There was no testimony as to what functions the mail room supervisor performs or what functions Mr. Gallo performed when filling in. There is simply no persuasive evidence in the record that the position of Office Manager could be excluded from collective bargaining as supervisory. This is not to say that upon a more fully developed record, we could not find the position to be supervisory, but under the present record, this was not established. As such, the position of Office Manager, not being confidential, managerial or supervisory, is a position, which is eligible for collective bargaining.

### **COMMUNITY OF INTEREST**

The issue we now address is whether the position shares a sufficient community of interest with other positions in the proposed bargaining unit. Factors to determine whether a community-of-interest exists are:

- 1) Similarity in scale and manner of determining earnings
- 2) Similarity of employment benefits, hours of work, and other terms and conditions of employment
- 3) Similarity in the kind of work performed
- 4) Similarity in the qualifications, skills and training of the employees
- 5) Frequency of contact or interchange among employees. Similarity in the kind of work performed

- 6) Geographic proximity
- 7) Continuity or integration of the production process
- 8) Common supervision and determination of labor relations policy
- 9) Relationship to the administrative organization of the employer
- 10) History of collective bargaining
- 11) Desires of the affected employees
- 12) Extent of Union organization.

RISLRB Rules and Regulations, 8.04.3, N.L.R.B. v. Saint Francis College, 562 F.2d 246, 249 (3d Cir. 1977) (citing Robert A. Gorman, Basic Text on Labor Law, Unionization, and Collective Bargaining, 69 (1976)) Rhode Island Public Telecommunications Authority v Rhode Island State Labor Relations Board, 650 A2d 479 (R.I. 1994). The burden of establishing the “community of interest” is on the Petitioner. The Board must analyze the facts produced at hearing against the community-of-interest factors, to determine whether accretion is appropriate in this case. No single one of these factor is controlling and there is no specified number of factors that must be met for a position to be eligible for accretion. The Board is not required to choose the most appropriate bargaining unit, but only an appropriate bargaining unit. Wil-Kil Pest Control Co. v NLRB, 440 F.2d 371, 375 (7<sup>th</sup> Cir. 1971). The issue here is whether Council 94’s Unit is an appropriate one for this position.

**1) Similarity in scale and manner of determining earnings**

The subject position of Office Manager is listed as a pay grade 23A. The Union’s evidence in this regard consisted of a series of job descriptions of positions within the Council 94 bargaining unit, including: Assistant Administrator - Division of Occupational Safety (DLT) at pay grade 32A (Union Exhibit #2), Implementation Aide at pay grade 22A (Union Exhibit #3), Supervisor Apprenticeship Training Programs at pay grade 27A (Union Exhibit #4), Chief Mechanical Investigator (Board of Mechanical Examiners) at pay grade 30A (Union Exhibit #5), Chief Elevator Inspector at pay grade 30A (Union Exhibit #6), Chief Plumbing Investigator (Board of Plumbing Examiners) at pay grade 30A (Union Exhibit #7), Chief Electrical Investigator (Board of Examiners of Electricians) at pay grade 30 A (Union Exhibit #8), Chief Boiler and Pressure Vessel Inspector at pay grade 30A (Union Exhibit #9), Chief Labor Standards Examiner at pay grade 30A (Union Exhibit #10).

The Union argues that there is a community of interest in scale (with pay grades ranging from pay grade 15 through pay grade 32) and determining earnings. The Union summarily cites to Joint Exhibits #1 and #4 in support of this argument, without explanation or analysis. Joint Exhibit #4 states that the salary range for the position of Office Manager is from \$41,905 to \$48,002. The Union provided no testimony before the

Board to demonstrate where in Joint Exhibit #1 the Board could find the corresponding salaries for the pay grades. We have surmised that the correct chart in the exhibit appears on the page for Classified Annual Salaries-Schedule 300 (with pg. #117 at the bottom of the page). We note that the salary range set forth on Joint Exhibit #4 does not correspond to the salary range set forth for classification 323 (which we have assumed is the correct pay scale for a pay grade 23A). We cannot be certain, because the issue was simply not addressed at the hearing, but we believe that the salary ranges for the cited positions are:

Pay grade 22- starting salary of \$40,734.00 with steps up to \$46,232.00.

Pay grade 23- starting salary of \$42,006.00 with steps up to \$48,047.00.

Pay grade 27- starting salary of \$49,775.00 with steps up to \$55,750.00.

Pay grade 30- starting salary of \$55,495.00 with steps up to \$62,446.00.

Pay grade 32- starting salary of \$59,745.00 with steps up to \$67,310.00

The pay grade for Implementation Aide is clearly the closest to Office Manager, but the Board does not know if there are any other titles in the proposed bargaining unit with a similar or closer pay grade, other than this one title. The bulk of the job descriptions submitted were for pay grade 30A. The Office Manager's starting salary in pay grade 23A is thirty percent less than the starting salary for pay grade 32. At a starting salary of approximately 25-30 percent less than the positions in pay grade 30A and 32A, we are not convinced that the position of Office Manager shares a community of interest with the bulk of the positions being compared. We do not find enough of a similarity in scale of earnings to support a finding of community of interest under this factor.

**2) Similarity of employment benefits, hours of work, and other terms and conditions of employment**

The testimony in the case established that the Office Manager's work hours are Monday through Friday, dayshift, from 8:30 a.m. to 4:00 p.m. Other positions in the bargaining unit have start and end times within a half hour of the Office Manager's position. In addition, the testimony established that non-Union employees typically receive the same fringe benefits as Union employees. As such, we find that this factor the community of interest standard has been satisfied.

**3) Similarity in the kind of work performed**

The job descriptions for the Office Manager and the Implementation Aide are similar in nature with primarily administrative duties. The bulk of the other job



descriptions however describe very technical duties, related to the various trades represented. For instance, the Chief Elevator Inspector is responsible for the inspection and approval of all new elevator installations, including examination of the blueprints and review of the actual installation. Clearly then, to review the actual elevator installation would require the Chief Elevator Inspector to travel over the state. The Chief Mechanical Investigator is required to “provide assistance to local jurisdictions on complex mechanical problems, as related to violations of federal and state codes. The Chief Electrical Engineer is required to provide inspections of electrical installations at carnivals and circuses. Again, another trade position requiring work outside of the office environment at varying locations and times across the state. The trades positions in pay grade 30 are required to prepare special and regular reports and in some cases, review reports submitted by outside agencies or vendors. (See Union Exhibits #5, 6, 7, 8, 9, 10, and 14). We find that while most of the positions perform some office work, the type of work performed by the licensed trades varies significantly from that done by the Office Manager and varies further from trade to trade. We do not believe that the Office Manager’s position is similar enough to the trades positions and that this factor of the community of interest standard has not been met.

#### **4) Similarity in the qualifications, skills and training of the employees**

The evidence established that for the trades positions, each of them required a specialized qualifications, skills and training and a specific technical certification. The Chief Mechanical Investigator is required to possess both a master pipefitter license, a master refrigeration license with a minimum of five (5) years employment as a journeyman, five (5) years as a contractor, and must maintain such licenses as a condition of employment in the State of Rhode Island. (Union Exhibit #5) The Chief Elevator Inspector must be certified by the National Association of Elevator Safety Authorities and must maintain certification as a condition of employment. (Union Exhibit #6) The Chief Plumbing Investigator must possess a contractor plumber’s license as issued by the State Board of Plumbing Examiners and must maintain the license as a condition of employment. (Union Exhibit #7) The Chief Electrical Investigator must possess a contractor’s electrical license as issued by the State Board of Examiners of Electricians and must maintain such licensure as a condition of employment. (Union Exhibit #8) The Chief Boiler and Pressure Vessel Inspector must be certified by the National Board of Boilers and Unfired Pressure

Vessels Inspectors as an inspector and supervisor of inspections and must maintain such certification as a condition of employment. (Union Exhibit #9)

Of the other job descriptions submitted, three (3) of them require a college degree; Chief Prevailing Wage Investigator, Supervisor Apprenticeship Training Programs and Assistant Administrator in the Division of Occupational Safety. (Union Exhibits #14, 4 and 2, respectively) The Implementation Aide position requires successful completion of at least two (2) years of academic study in higher education. (Union Exhibit #3) Only the position of Chief Labor Standards Examiner requires the same education level of high school as the Office Manager. The Board finds that there is simply not enough similarity in the education, qualifications, skills and training of these varied employees for there to be a community of interest with the Office Manager position.

**5) Frequency of contact or interchange among employees. Similarity in the kind of work performed.**

There was no evidence in the record as to the frequency of contact or interchange among the employees, except for testimony that the Officer Manager would have contact with some of these various employees. We do not believe that this factor of the community-of-interest standard is satisfied by having an office on the same floor or by an employee running into other employees during the course of the day. We believe that for this standard to be met, the employees must be purposefully interacting with each other, in a mutual effort to ensure that the work of the employer is accomplished. We have already previously discussed the fact that work performed by the employees holding the various titles on the submitted job descriptions is wide, varied and is basically not very similar. This factor of the community of interest standard has not been met.

**6) Geographic proximity**

All positions work from the same building of the Department of Labor and Training. This factor is satisfied.

**7) Continuity or integration of the production process**

This factor is not applicable to the type of work performed by employees of the Department of Labor & Training.

**8) Common supervision and determination of labor relations policy**

According to the testimony in the record, some of the employees in the proposed bargaining unit report to John Shaw and some report to Joseph Degan. The record is

not clear as to what percentage of employees report to each of these two (2) supervisors. Mr. Gallo reports to Mr. Degnan so this factor is satisfied somewhat.

**9) Relationship to the administrative organization of the employer**

All the positions in the bargaining unit and the position of Office Manager work in the same state Department of Labor and Training. While there may be more than one (1) supervisor, ultimately, this is one singular Department in State service, which has the same upper administrators; a fact of which we take judicial notice. This factor is satisfied.

**10) History of collective bargaining**

The testimony and evidence revealed that there are two (2) potential bargaining units located within the Department of Labor and Training; RI Council 94, AFSCME, AFL-CIO and Service Employees International Union (SEIU), Local 401. The testimony supports a finding that the title of Office Manager is not a unionized title within the Department of Labor and Training. (TR. pg. 44) Therefore, this factor has not been satisfied.

**11) Desires of the affected employees**

There is no evidence in the record on this issue, so the Board can make no finding on this factor.

**12) Extent of Union organization.**

The record established that in the Division of Facilities Management, there are non-Union positions and at least two (2) positions in Local 401. In the Division of Workforce Regulation and Safety, there are several unionized positions. The record did not establish what percentage of the work force in either of these divisions of the Department of Labor & Training are Unionized. The testimony established that within the Department of Labor & Training, the position of Office Manager is not unionized. The Board finds that this factor has not been satisfied.

**FINDINGS OF FACT**

1. The Respondent is an "Employer" within the meaning of the Rhode Island State Labor Relations Act.
2. The Union is a labor organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining and of dealing with employers in grievances or other mutual aid or protection; and, as such, is a "Labor Organization" within the meaning of the Rhode Island State Labor Relations Act.
3. The subject position of Office Manager is listed as a pay grade 23A. Other positions in the proposed bargaining unit range from pay grade 15 - 32, with the majority of the

- job titles in evidence being a pay grade 30A. The Office Manager's starting salary in pay grade 23A is thirty percent less than the starting salary for pay grade 32A.
4. The Office Manager's work hours are Monday through Friday dayshift from 8:30 a.m. to 4:00 p.m. Other positions in the bargaining unit have start and end times within a half hour of the Office Manager's position. In addition, the testimony established that non-Union employees typically receive the same fringe benefits as Union employees.
  5. The job descriptions for the Office Manager and the Implementation Aide are similar in nature with primarily administrative duties. The bulk of the other job descriptions however describe very technical duties, related to the various trades represented. We find that while most of the positions perform some office work, the type of work performed by the licensed trades varies significantly from that done by the Office Manager and varies further from trade to trade.
  6. The evidence established that for the trades positions, each of them required a specialized qualifications, skills and training, and a specific technical certification. Of the other job descriptions submitted, three (3) of them require a college degree; Chief Prevailing Wage Investigator, Supervisor Apprenticeship Training Programs and Assistant Administrator in the Division of Occupational Safety. The Implementation Aide position requires successful completion of at least two years of academic study in higher education. Only the position of Chief Labor Standards Examiner requires the same education level, graduation from a senior high school, as the Office Manager's position.
  7. There was no evidence in the record as to the frequency of contact or interchange among the employees, except for testimony that the Officer Manager would have contact with some of these various employees.
  8. All positions work from the same building of the Department of Labor and Training.
  9. According to the testimony in the record, some of the employees in the proposed bargaining unit report to John Shaw and some report to Joseph Degnan. The record is not clear as to what percentage of employees report to each of these two supervisors.
  10. All the positions in the bargaining unit and the position of Office Manager work in the same state Department of Labor and Training.
  11. The testimony and evidence revealed that there are two (2) potential bargaining units located within the Department of Labor and Training; RI Council 94, AFSCME, AFL-CIO and Service Employees International Union (SEIU), Local 401. The

testimony supports a finding that the title of Office Manager is not a unionized title within the Department of Labor and Training.

12. The record established that in the Division of Facilities Management, there are non-Union positions and at least two (2) positions in Local 401. In the Division of Workforce Regulation and Safety, there are several unionized positions. The record did not establish what percentage of the work force in either of these divisions of the Department of Labor & Training are Unionized. The testimony established that within the Department of Labor & Training, the position of Office Manager is not unionized.

#### **CONCLUSIONS OF LAW**

- 1) The position of Office Manager is not a supervisory, managerial or confidential position, as defined by law.
- 2) The position of Office Manager does not share a sufficient community of interest with the bargaining unit to warrant inclusion of the position.

#### **ORDER**


- 1) The position of Office Manager shall be excluded from the bargaining unit certified under EE-1715.
- 2) The petition is hereby denied and dismissed.



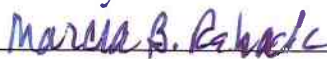
RHODE ISLAND STATE LABOR RELATIONS BOARD



Walter J. Lanni, Chairman



Frank J. Montanaro, Member



Marcia B. Reback, Member

BOARD MEMBER, SCOTT G. DUHAMEL, ABSTAINED FROM VOTING AND SIGNING THE DECISION AND ORDER IN THIS MATTER.

NEW BOARD MEMBERS, ARONDA KIRBY AND HARRY F. WINTHROP DID NOT PARTICIPATE IN THIS MATTER.

Entered as an Order of the  
Rhode Island State Labor Relations Board

Dated: JUNE 29, 2015

By:   
ROBYN H. GOLDEN, ADMINISTRATOR