

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

IN THE MATTER OF  
RHODE ISLAND STATE LABOR  
RELATIONS BOARD

- AND -

LIME ROCK FIRE DISTRICT

CASE NO. ULP-4601

DECISION  
AND  
ORDER

The above-entitled matter comes before the Rhode Island State Labor Relations Board (hereinafter Board) on an Unfair Labor Practice Complaint (hereinafter Complaint) issued by the Board against the Lime Rock Fire District (hereinafter Respondent) based upon an Unfair Labor Practice Charge (hereinafter Charge) filed on May 8, 1992, by Local 3023, International Association of Fire Fighters, AFL-CIO (hereinafter Union). The Charge, in substance, alleged that the Respondent violated Rhode Island General Laws 28-7-12, and 28-7-13 (2), (3), (5), (8), (9) and (10) when, during contract negotiations, the Respondent prompted members of the Respondent present at a Financial Meeting of the Respondent to remove Union employees from the Respondent's Fire Department and when after laying off the Union employees, the Respondent, without consultation or discussion with Local 3023, replaced said Union employees with employees who were not members of the Union.

Following the filing of the Charge, an informal conference was held on May 26, 1992, between representatives of the Union and Respondent with an Agent of the Board. When the informal conference failed to resolve the Charge, the Board issued the instant Complaint on October 28, 1992, wherein it alleged in pertinent part:

"3. That the Lime Rock Fire District violated 28-7-12, and 28-7-13, Sub-Sections 2, 3, 5, 8, 9, and 10 of the State Labor Laws when the Fire District during Contract Negotiations, used the Union's Contract Proposals at a District Financial Meeting, which the public was invited to, to create an anti-union position and prompted the public in attendance to remove the union employees from the Fire Department. Following the above mentioned meeting, the Fire District then laid off all of the permanent members of the

Lime Rock Fire District, who are members of Local 3023, with the exception of the Chief of the Department and two (2) office clerks who are not members of Local 3023. These layoffs were done without consultation or discussion with the officers of Local 3023. Since those layoffs, the Union employee positions have been filled with non-bargaining unit employees.

4. That the aforesaid unfair labor practice engaged in by the Respondents has resulted in the denial of the rights of employees as guaranteed them by law and has tended to lead to strife and unrest inimical to the public safety, health and welfare. Such a practice is in violation of the policies and provisions of the State Labor Relations Act and is in violation of Title 28, Chapter 7, Section 13, of the General Laws of the State of Rhode Island, 1956, as amended."

An Answer to the Complaint was filed by Respondent on November 4, 1992. The Respondent denied the substance of the Complaint and further alleged:

"3) ...Respondent Lime Rock Fire District specifically admits that following the meeting above-referenced and after due consideration given thereto, they laid off all of the permanent members of the Lime Rock Fire District as there were no finances available to pay the same and further states that the Collective Bargaining Agreement in effect at the time authorized and allowed the same. Respondent Lime Rock Fire District further affirmatively states that the lay-offs were done in accordance with the Collective Bargaining Agreement's rights and that contact was made with the Union to discuss the effects of this lay-off with no response having been made or given thereto. Respondent Lime Rock Fire District specifically denies that the Union employee positions otherwise laid off have been filled with non-bargaining unit employees, such positions having never been filled."

The "Affirmative Defense" alleges as follows:

"The Lime Rock Fire District affirmative (sic) asserts that the Complaint as alleged by the Rhode Island State Labor Relations Board is nothing more than a recitation of the Complaint (sic) filed by the Local 3023 IAFF, AFL-CIO and that no hearing on their merits was even taken or had. The Complaint, as recited, is nothing more than a recitation of the Union's grievance."

On November 4, 1992, the Respondent filed two (2) Motions, under one (1) Motion that the Board "...dismiss these hearings and/or to remove them to another jurisdiction where a full panel may hear them in an impartial fashion".

The second (2nd) Motion sought dismissal of the Complaint on the basis that: "...this entire Board recuse itself and that this matter be transferred to some neutral party and/or body dealing with labor law for hearing on the merits".

Both Motions were predicated upon the fact that Frank Montanaro (sic), who was a member of the Board and a member of the State Association of Fire Fighters, was of such influence upon the remaining Board members that the Respondent could not obtain a fair

and impartial hearing, even though Mr. Montanaro had recused himself from participating in this proceeding. Both Motions were dealt with in written Decisions of the Board dated December 1, 1992, and were denied for the reasons set forth in said Decisions.

Formal hearings in this matter were held on March 24<sup>1</sup>, June 22, and June 24, 1993. Briefs from both parties were received by the Board on August 6, 1993.

Before discussing the merits of this matter, two (2) issues must be dealt with.

First - In its Brief, the Respondent argues that the Complaint should be dismissed because it was issued against the wrong party. At Page 1 of its Brief, the Respondent says:

"...it should be noted that the Complaint issued by the Rhode Island State Labor Relations Board was against those named individuals in their capacity as Members of the Board of Fire Wardens and that the Board of Fire Wardens is not synonymous with the Lime Rock Fire District.<sup>2</sup> In fact, the Lime Rock Fire District exists as an independent corporate entity by virtue of the laws of the State of Rhode Island and, as such, the proper party against whom this Complaint should have been issued is the Lime Rock Fire District."

The Board would note that its Complaint is against the Lime Rock Fire District (See Title of Complaint). The Lime Rock Fire District, is in fact a corporation, duly organized under the laws of the State of Rhode Island and as such acts in matters, other than the adoption of its operating budget which is approved by the Annual District Financial Meeting of the Lime Rock Fire District, through its Board of Wardens. The actions of the Board of Wardens constitutes the actions of the Lime Rock Fire District (Respondent). At this point, it is also to be noted that the actions taken by the Annual District Financial Meeting are, in relation to financial matters, the actions of the Lime Rock Fire District (Respondent).

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<sup>1</sup> While the transcript recites March 25, 1993, the actual date of hearing was March 24, 1993.

<sup>2</sup> As will be seen hereinafter, the Board clearly recognizes the distinction.

The Board finds that its Complaint was properly brought against the Lime Rock Fire District and it is the Respondent in this matter.

Second - The Affirmative Defense raised by the Respondent is unclear at best. However, assuming that it is based upon "no hearing" having been held prior to issuance of the Complaint, the Board would note that pursuant to its normal procedures, an informal hearing was held on May 28, 1992, between the parties with an Agent of the Board. The positions of the Union and Respondent were set forth and discussed at said informal hearing and when they were not resolved, the instant Complaint was issued and the Board framed its Complaint in the basic language of the Charge. Based upon such procedure, the Board denies the alleged Affirmative Defense.

#### DISCUSSION

The Union was duly certified by the Board in Case No. EE-3398 as the sole representative for the purpose of collective bargaining in a unit composed of "Fire Fighting and Rescue Service, excluding Fire Chief and the Secretary to the Fire District, employed by the Lime Rock Fire Department".

Following such Certification, the Union and the Respondent entered into a Collective Bargaining Agreement covering the period March 1, 1988, through February 28, 1990, (Respondent's Exhibit 2). A second Collective Bargaining Agreement was entered into between the Union and the Respondent covering the period March 1, 1990, to February 29, 1992, (Respondent's Exhibit 1). Negotiations for a Collective Bargaining Agreement to be effective March 1, 1992, began on January 23, 1992, (Tr. Vol. I, Page 14).<sup>3</sup> At that meeting, the Respondent raised the issue of the Deputy Chief, Paul Grondalski (hereinafter Grondalski) participating as a member of the Union's negotiating committee (Tr. Vol. I, Page 14).

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<sup>3</sup> As previously noted in Footnote 1, while the transcript for the hearing held on March 24, 1993, is labeled March 25, 1993, the hearing was on March 24, 1993, and this transcript will be referred to as Vol. I. The transcript of the hearing on June 22, 1993, as Vol. II and the transcript of the hearing for June 24, 1993, as Vol. III.

Thereafter, a series of letters were exchanged between the Union, the Chief of the Respondent and the Respondent's legal counsel (Union's Exhibits 1, 2, 4 and 5), which resulted in the recognition of the position of Deputy Chief being included within the bargaining unit represented by the Union and thus Grondalski was allowed to continue as a member of the Union's negotiating team.

On March 24, 1992, a second meeting for negotiations took place at which time both the Union and the Respondent, through its Negotiating Committee, presented written ground rules for negotiations (Union's Exhibit 6, Union's Proposal and Union's Exhibit 7, Respondent's Proposal). A fundamental difference in the ground rules was that the Respondent wanted the negotiations open to the public, whereas the Union objected thereto on the basis that in the past, all negotiating sessions were closed to the public. After discussion, the Union agreed to open negotiating sessions to the public.

A third (3rd) meeting for negotiations took place on April 1, 1992, and the agreed upon ground rules (Union's Exhibit 8) were signed on that date and backdated to March 24, 1992, (Tr. Vol. I, Page 23). The Union presented its written contract proposals and reviewed the same with the Respondent's negotiating committee (Tr. Vol. I, Page 26). Thereafter, the Respondent presented its written proposals, through its Negotiating Committee, and they were reviewed and discussed (Tr. Vol. I, Page 26). Discussions and caucuses took place and some adjustments were made (Tr. Vol. I, Page 26).<sup>4</sup> At the end of negotiations on April 1, 1992, the Union and the Respondent agreed to extend the deadline for collective bargaining from April 2 to May 29, 1992, (Tr. Vol. I, Page 27 and Union's Exhibit 9). The next meeting for negotiations was set for April 21, 1992. It is to be noted at this point that the Annual

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<sup>4</sup> It is to be noted that present at this meeting, from the public, were Louis Rivet, a member of the Pension Plan Committee of the Respondent and a former member of the Board of Fire Wardens; a Mr. Charles Sparhawk, and other members of the public.

District Financial Meeting of the Respondent was scheduled for 8:00 p.m. on April 20, 1992.

Following the meeting of April 1, 1992, the Union became aware of Union's Exhibit 10, which was an advertisement in "The Times", a newspaper published in the City of Pawtucket and distributed in the Town of Lincoln wherein which the Respondent operates.

This advertisement is as follows:

"ATTENTION TAXPAYERS  
LIMEROCK FIRE DISTRICT  
Come & Vote For Your Future!  
District Meeting  
April 20th at 8:00 p.m.  
Lincoln Town Hall  
Proposed 1992-1993 Budget  
To Be Voted On:  
In todays economic environment do you want:  
- a district tax increase of 16.6% to 66.6%?  
- proposed salary increase of 10% - 15%?  
- destruction of our volunteer service?  
With a total of 84 hours of working fires in the  
past year, is a 57% manpower increase in salary  
positions necessary? It's important that the  
community's voice be heard. It's important that  
your voice be heard. Don't let the issues be  
decided without you.  
Signed, Concerned Citizens of Limerock  
Louis Charles, President"

Following receipt of knowledge of this advertisement, Grondalski checked the voter registration list in the Lincoln Town Hall for a voter registered under the name of Louis Charles<sup>5</sup> and found no such registration. He further inquired of the United States Post Office in the Town of Lincoln to see if there was a Louis Charles registered in the Lime Rock Fire District and found no such registration. He also checked with "The Times" without success. It is also of more than passing interest to note that at the Annual District Financial Meeting of the Respondent, held on April 20, 1992, no Louis Charles, President of the "Concerned Citizens of Limerock", spoke. However, both Louis Rivet and Charles Sparhawk both spoke in favor of reducing the salary line item for fire fighters to such an extent as would effectively force their termination of employment. While these facts might not lead

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<sup>5</sup> It should be noted that at the negotiations on April 1, 1992, Mr. Louis Rivet and Mr. Charles Sparhawk were present and Mr. Rivet was observed taking notes during the presentation of the Union's proposals.

to a conclusion beyond a reasonable doubt that Louis Charles was a combination of the first names of Louis Rivet and Charles Sparhawk, they do, in the minds of the members of the Board lead to the reasonable and rational conclusion that Louis Charles was a fictitious person, composed of the first names of Louis Rivet and Charles Sparhawk and the Board so finds.

At the Annual District Financial Meeting of the Respondent held on April 20, 1992, Louis Rivet made a lengthy and detailed presentation, including a discussion of numerous items that the Union had presented at the negotiating session of April 1, 1992, which in his opinion, even if not granted under the current negotiations, would more than likely be granted through arbitration and/or subsequent negotiations. He further, at length dwelled upon the Union's proposals as ultimately destroying the volunteer fire fighting force.<sup>6</sup>

The budget presented to the Annual District Financial Meeting had been prepared by the Board of Wardens and the Chief. That budget did not include any wage increases or other costs that might be negotiated during the then pending collective bargaining negotiations. The total budget submitted was in the amount of \$470,843.09 (Union's Exhibit 11, Page 68). Of this amount Line Item 104 of the budget (Employees' Salaries and Holiday Pay) provided for \$222,060.50 (Union's Exhibit 11, Page 64). Mr. Rivet moved to reduce Line Item 104 to \$24,500.00<sup>7</sup> and also added \$71,000.00 to Line Item 103 (which had been zero (0)) to cover salary of the Chief and the two (2) clerks. Some other minor adjustments were made and the final budget adopted was in the amount of \$431,559.62 (Union's Exhibit 11, Page 138) or \$39,289.47

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<sup>6</sup> The Respondent Fire District was composed of a full-time Fire Chief, six (6) full-time permanent fire fighters (members of Local 3023 including the Deputy Chief) - Call Men who were paid hourly wages nearly equal to that of the Union employees and volunteers who received no pay, although they did participate in a special fund. The amount paid depended upon the number of volunteer appearances.

<sup>7</sup> In effect, the \$24,500.00 would pay for the salary of the full-time, permanent employees from March 1, 1992, through April 24, 1992.

less than proposed in the budget presented by the Board of Wardens.<sup>8</sup>

Taking this as its budget for the Fiscal Year March 1, 1992, to February 28, 1993, the Board of Wardens laid off the six (6) full-time fire fighters as of April 24, 1992, (Tr. Vol. III, Page 29).

Prior to the lay-off on April 24, 1992, the six (6) full-time fire fighters were assigned to two (2) fire stations. Two (2) were assigned to Station 2 during the daytime (i.e. 8 a.m. to 6 p.m.) and one (1) was assigned on the night tour (6 p.m. to 8 a.m.) (Tr. Vol. II, Page 93). One (1) full-time fire fighter was assigned to the Great Road Station during the day (Tr. Vol. I, Page 53). It is clear that with six (6) full-time employees, only one (1) of the two (2) stations could be manned by full-time fire fighters (Tr. Vol. II, Page 94). Paid Call Fire Fighters regularly supplemented the manpower at both Station 2 and the Great Road Station (Tr. Vol. II, Pages 93 & 94).

Since the lay-off, the Respondent has hired eighteen (18) Paid Call Fire Fighters (Union's Exhibit 14, Tr. Vol. II, Page 77) who not only act as supplementary fire fighters but also fill in for the six (6) laid off fire fighters. The Call Fire Fighters are now paid at the rate of approximately eight (8) dollars per hour, close to the hourly rate of the six (6) laid off Union members.

There was no evidence to show that the manning at the two (2) stations, either by full-time and Paid Call Fire Fighters prior to the layoff or by Paid Call Fire Fighters after the layoffs, have been reduced. From the evidence in the record, the Board can only conclude that Paid Call Fire Fighters now occupy the positions of the six (6) laid off full-time fire fighters.

From the record, it is clear that the Respondent had selected a negotiating committee to negotiate the terms and conditions for a new Collective Bargaining Agreement to commence March 1, 1992. Under R.I.G.L. 28-9.1-6, it is the obligation of the Respondent,

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<sup>8</sup> Again, this did not include any additional costs that might result from negotiations.

acting through its corporate authorities<sup>9</sup>, to meet and confer in good faith with the bargaining agent. It is the normal procedure for the corporate authority (including the Respondent, as it has done in the past) to designate a negotiating committee to meet with the negotiating committee of the Union. In the past, after the Collective Bargaining Agreement had been negotiated and agreed upon, the Collective Bargaining Agreement was signed by the Chairman of the Board of Wardens (Respondent's Exhibits 1 and 2) and the funding approved by the Annual District Financial Meeting. In the instant case, negotiations were proceeding as in the past when suddenly the Respondent, acting through its Annual District Financial Meeting adopted a budget which eliminated the salaries, etc. for the six (6) full-time fire fighters. Such action clearly destroyed the viability of the ongoing collective bargaining negotiations, for there was nothing left to negotiate, if any proposal involved the expenditure of funds. Clearly, there were a number of issues, unresolved, as of April 20, 1992, that involved the possible expenditure of funds, i.e. salary, minimum manning, call in pay, pay for out of work service, etc. This action of the Respondent, through its Annual District Financial Meeting negated the ongoing negotiations and in the Board's opinion constituted a refusal to bargain in violation of R.I.G.L. 28-7-12 (6) and (10). In addition, in the normal course of events, it is the responsibility of the Respondent's Negotiating Committee to recommend the proposed Collective Bargaining Agreement it has negotiated to the Board of Wardens who authorize the acceptance or rejection of the proposed Collective Bargaining Agreement. It is the Board of Wardens that is responsible for the policies and operation of the Respondent with the Chief carrying out the day-to-day operations of the Fire Department.

As noted in Exeter West Greenwich Regional School District v. Exeter West Greenwich Teachers Association, et al, etc., 489 A2d

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<sup>9</sup> Corporate authorities is defined in R.I.G.L. 28-9.1-3 (2) shall mean those officials whose duty it is to establish the wages, salaries, rates of pay, hours, working conditions and other terms and conditions of employment of fire fighters.

1010 (1985) at Page 1020 - "...budgets submitted by school committees to the appropriating authority to fund collective-bargaining agreements and to fund mandated programs and services must be funded". As the Board views this language, there was an obligation upon the Annual District Financial Meeting to fund the salary account, as proposed by the Board of Wardens, which only equaled the salaries that had been allocated for the prior year. Once the terms of the new Collective Bargaining Agreement had been agreed upon between the Union and the Respondent's Negotiating Committee any increase in salaries or costs would have to be presented to a Special District Financial District Meeting. While the Board is aware that these procedures may be cumbersome and time consuming, it is the provisions of the General Laws and Supreme Court Decisions that require the same. It is not within the prerogative or even competence of this Board to make decisions contrary thereto.

In viewing the entire record, the Board is persuaded that there was competent evidence to establish that the Respondent, through its Annual District Financial Meeting, did in fact violate R.I.G.L. 28-7-13 (3) by interfering with the existence of the Union by its action in deleting pay for the six (6) full-time fire fighters. The termination of employment of the six (6) full-time fire fighters belonging to the Union could only have a devastating effect upon the continuance and existence of the Union.

Upon a review of all the testimony and documentary evidence, the Board is satisfied that the Respondent did not violate R.I.G.L. 28-7-13 (2), (5), (8), or (9).

The Board has carefully weighed the appropriate remedy in this case, for the violations of R.I.G.L. 28-7-13, (3), (6) and (10).

In reviewing all of the testimony and documentary evidence, including the transcript of the Annual District Financial Meeting of April 20, 1992, the Board notes and finds that there was a concerted effort by the Respondent, acting through the Annual District Financial Meeting, to get rid of the six (6) full-time, permanent Union fire fighters. While this desire may have been, in

the minds of some participants, an appropriate way to save money and at the same time preserve the so-called volunteer system, the same cannot be accomplished through a violation of R.I.G.L. 28-7-13, (3), (6) and (10). In the Board's view, that is exactly what happened. The Annual District Financial Meeting, circumvented its own negotiating committee, by passed the Chief and the Board of Wardens and made a mockery of the Union's rights to negotiate on behalf of its members as their duly certified representative.

Under the circumstances existing in this case, the Respondent will be Ordered and Directed to reinstate said six (6) full-time fire fighters to their former positions with full back pay from the date of their termination to the date of their reinstatement, without deducting from the back pay due any fire fighter any earnings from other employment or any sums received as unemployment compensation during the period April 24, 1992, to the date of re-employment.

#### FINDINGS OF FACT

1. The Union is a labor organization within the meaning of the Rhode Island State Labor Relations Act, which exists and is constituted for the purpose, in whole or in part, of collective bargaining relative to wages, rates of pay, hours, working conditions and other terms and conditions of employment.

2. The Respondent is an employer within the meaning of the Rhode Island State Labor Relations Act.

3. The Union was certified in Board Case No. EE-3398 as the sole representative for the purposes of collective bargaining with the Respondent in a unit composed of "Fire Fighting and Rescue Service, excluding Fire Chief and the Secretary to the Fire District, employed by the Lime Rock Fire Department".

4. The Union and the Respondent, following said Certification, negotiated and entered into two (2) Collective Bargaining Agreements covering the period March 1, 1988, through February 28, 1990, and March 1, 1990, through February 29, 1992.

5. The Collective Bargaining Agreements referred to in Finding of Fact 4, were negotiated through the Union's and

Respondent's Negotiating Committees and were signed on behalf of the Respondent by the Chairman of its Board of Wardens.

6. The Fire Department, of the Respondent, as of April 1, 1992, in addition to the Chief, had six (6) full-time, permanent fire fighters, approximately twenty (20) Paid Call Fire Fighters and a number of unpaid volunteers who supplemented the permanent fire fighters and the Paid Call Fire Fighters at fires and other emergency situations.

7. Only two (2) fire stations of the Respondent were manned on a full-time basis. Station 2 was manned by two (2) full-time fire fighters during the daytime (i.e. 8 a.m. to 6 p.m.) and one (1) was assigned on the night tour (6 p.m. to 8 a.m.). In addition, on the night tour, a Paid Call Fire Fighter supplemented the shift. The Great Road Fire Station was manned during the day by one (1) full-time fire fighter. Paid Call Fire Fighters supplemented the day and night shifts at this station upon assignment by the Chief.

8. The salaries (i.e. per hour pay) of both full-time fire fighters and Paid Call Fire Fighters were approximately the same amount.

9. Negotiations for a Collective Bargaining Agreement to commence March 1, 1992, began on January 23, 1992, between the Negotiating Committees of the Union and the Respondent.

10. At the meeting of January 23, 1992, the Respondent's Negotiating Committee raised the issue of Grondalski (Deputy Chief) being part of the Union's Negotiating Committee.

11. Through a series of letters between the Union, the Chief of the Respondent's Fire Department and the Respondent's legal counsel, the position of Deputy Chief was agreed as included within the bargaining unit represented by the Union.

12. On March 24, 1992, a second negotiating meeting was held and ground rules for negotiations were agreed upon. One of the same was that negotiating sessions would be open to the public.

13. A third negotiating meeting took place on April 1, 1992, at which meeting the Union presented its written proposals for a

successor Collective Bargaining Agreement to commence March 1, 1992, and these proposals were discussed.

14. At the meeting of April 1, 1992, referred to in Finding of Fact 13, the Respondent, through its Negotiating Committee, presented its written proposals and each was reviewed and discussed.

15. In attendance at said meeting of April 1, 1992, was a Mr. Louis Rivet, a member of the Pension Plan Committee of the Respondent and a former member of the Respondent's Board of Fire Wardens. Mr. Rivet took notes during the discussions.

16. In attendance at said meeting of April 1, 1992, was a Mr. Charles Sparhawk.

17. Following the meeting of April 1, 1992, there appeared an advertisement in "The Times" (a newspaper published in the City of Pawtucket and circulated within the area covered by the Respondent) on behalf of "Concerned Citizens of Limerock" and signed by a "Louis Charles, President".

18. There was no such person as Louis Charles, the same being a combination of the first names of Louis Rivet and Charles Sparhawk.

19. The Annual District Financial Meeting of the Respondent was scheduled and held on April 20, 1992.

20. The Board of Fire Wardens presented to said Meeting a proposed budget in the total amount of \$470,843.09 of which, under Line Item 104 was \$222,060.50 for "Employees' Salaries", including the salaries of the six (6) full-time fire fighters. Such salaries being the same as for the 1991-1992 Contract Year.

21. The proposed budget referred to in Finding of Fact 20, did not provide for any increase in the salaries or other benefits of the six (6) full-time fire fighters, since the collective bargaining negotiations for the 1992-1993 year had not been completed.

22. Upon a motion made by Mr. Louis Rivet, which was duly seconded, the voters of the Respondent voted to reduce Line Item 104 to \$24,500.00 and to transfer to Line Item 103, the sum of

\$71,000.00, which would cover the pay of the Fire Chief and two (2) clerks.<sup>10</sup>

23. The vote referred to in Finding of Fact 22 led the Board of Wardens to lay off the six (6) full-time Union fire fighters, since there was only sufficient funds to cover their salaries up to April 24, 1992.

24. The Board of Wardens, without consultation or negotiations with the Union, laid off said six (6) full-time Union fire fighters as of April 24, 1992.

25. Following said lay offs, the Respondent continued to man the two (2) fire stations with manpower equal to that which had been furnished prior to the lay offs.

26. The manning of the two (2) fire stations, after the lay offs, has been accomplished by adding eighteen (18) additional Paid Call Fire Fighters, who, with other Paid Call Fire Fighters previously employed by the Respondent, man the two (2) stations.

27. The lay off of the six (6) full-time Union fire fighters was never a subject of negotiations between the Union and the Respondent.

28. The addition of eighteen (18) additional Paid Call Fire Fighters was never a subject of negotiations between the Union and the Respondent.

29. The method of manning the two (2) fire stations after the lay offs was never a subject of negotiations between the Union and the Respondent.

30. The action of the voters at the Annual District Financial Meeting constituted action of the Respondent.

31. The action of the voters, in eliminating funds for salaries of the six (6) full-time Union fire fighters, did constitute interference with the existence of the Union in violation of R.I.G.L. 28-7-13 (3).

32. The action of the voters, in eliminating funds for salaries of the six (6) full-time Union fire fighters, constituted

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<sup>10</sup> The vote was 144 in favor and 27 opposed (Union's Exhibit 11, Page 133).

a refusal to bargain with the Union in violation of R.I.G.L. 28-7-13 (6).

33. The action of the voters, in eliminating funds for salaries of the six (6) full-time Union fire fighters, constituted a violation of R.I.G.L. 28-7-13 (10), in that, the same interfered with the rights of said Union employees in violation of R.I.G.L. 28-7-12.

34. The actions of the Board of Wardens, in terminating the six (6) full-time Union fire fighters without consultation with the Union, constituted a violation of R.I.G.L. 28-7-13 (3), (6) and (10).

35. The actions of the Board of Wardens, in hiring additional Paid Call Fire Fighters to replace the six (6) laid off Union fire fighters without consultation with the Union, constituted a violation of R.I.G.L. 28-7-13 (3), (6) and (10).

36. The Board finds that the evidence was insufficient to establish a violation, by the Respondent, of R.I.G.L. 28-7-13, (2), (5), (8) and/or (9).

#### CONCLUSIONS OF LAW

1. The Union has proven by a fair preponderance of the credible evidence that the Respondent, by the actions of the Annual District Financial Meeting, interfered with the existence of the Union in violation of R.I.G.L. 28-7-13 (3).

2. The Union has proven by a fair preponderance of the credible evidence that the Respondent, by the actions of the Annual District Financial Meeting of April 20, 1992, failed to bargain with the Union in violation of R.I.G.L. 28-7-13 (6).

3. The Union has proven by a fair preponderance of the credible evidence that the Respondent, by the actions of the Annual District Financial Meeting, violated R.I.G.L. 28-7-13 (10), since such actions interfered with the rights guaranteed by R.I.G.L. 28-7-12.

4. The Union has proven by a fair preponderance of the credible evidence that the Respondent, by the action of its Board of Wardens in laying off the six (6) full-time Union fire fighters

without consultation or negotiations with the Union, violated R.I.G.L. 28-7-13 (3), (6) and (10).

5. The Union has proven by a fair preponderance of the credible evidence that the Respondent, by the action of its Board of Wardens in replacing the six (6) full-time fire fighters with Paid Call Fire Fighters without consultation or negotiations with the Union, violated R.I.G.L. 28-7-13 (3), (6) and (10).

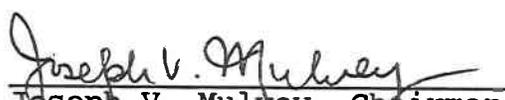
6. The Union has not proven by a fair preponderance of the credible evidence that the Respondent violated R.I.G.L. 28-7-13 (2), (5), (8) and/or (9).

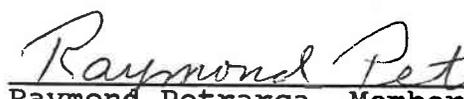
**ORDER**

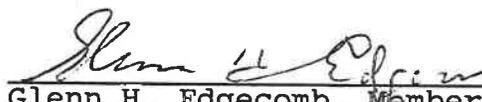
1. The Respondent shall immediately reinstate all six (6) laid off Union fire fighters with full pay and all benefits retroactive to the date of their termination of employment.

2. There shall be no deduction from back pay due any employee, any sum earned by the employee during the period of his lay off until the date of his reinstatement, nor shall there be any deduction from back pay due any employee for any unemployment benefits received by the employee during the period of his lay off until the date of his reinstatement.

RHODE ISLAND STATE LABOR RELATIONS BOARD

  
\_\_\_\_\_  
Joseph V. Mulvey, Chairman

  
\_\_\_\_\_  
Raymond Petrarca, Member

  
\_\_\_\_\_  
Glenn H. Edgecomb, Member

Entered as Order of the  
Rhode Island State Labor Relations Board

Dated: October 12, 1993

By:   
\_\_\_\_\_  
Agent of the Board