

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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RHODE ISLAND STATE LABOR	:	
RELATIONS BOARD	:	
	:	
-AND-	:	CASE NO: ULP - 6167
	:	
CITY OF CRANSTON	:	

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**AMENDED**  
**DECISION & ORDER OF DISMISSAL**

**TRAVEL OF CASE**

The above entitled matter comes before the Rhode Island State Labor Relations Board (hereinafter "Board"), as an Unfair Labor Practice Complaint (hereinafter "Complaint"), issued by the Board against the City of Cranston (hereinafter "Employer"), based upon an Unfair Labor Practice Charge (hereinafter "Charge") dated August 10, 2015, and filed August 13, 2015 by International Brotherhood of Police Officers, Local 301 (hereinafter "Union").

The Charge alleged:

"The International Brotherhood of Police Officers, Local 301 ("IBPO" or "Union"), is the certified collective bargaining representative for police officers employed by the City of Cranston. The majority of the IBPO's members are members of the Municipal Employees' Retirement System ("MERS") public safety pension plan, G.L. 1956 § 45-21.2-1 et seq. MERS is a mandatory contributory defined benefit plan. For some period of time until June 30, 2012, the officer pension contribution withheld from his or her pay was based on a percentage of salary. By State law and CBA, the contribution was deducted only from weekly base salary, which never included holiday pay or annual longevity pay. On July 1, 2012, based on legislative changes in the Rhode Island Retirement Security Act (RIRSA) of 2011, the percentages that the City of Cranston began deducting from officers' pay changed. However, RIRSA made no change to the fact that pension contributions were made by Cranston police officers based on weekly salary only. In or about March 2012, the parties began negotiating a successor agreement to the CBA that covers the period July 1, 2009 to June 30, 2012 pursuant to the Municipal Police Arbitration Act, R.I.G.L. 1956 § 28-9.2-1 et seq. and the State Labor Relations Act, R.I.G.L. 1956 § 28-7-1 et seq. The parties exchanged written proposals for a successor agreement. By January 2013 the parties agreed to hold any pension related proposals in abeyance. The parties engaged in numerous bargaining sessions between the period of March 2012 and September 2013. By October 2013, the parties had reached two Tentative Agreements to cover the following periods: (1) July 1, 2012 - June 30, 2013; and (2) July 1, 2013 - June 30, 2016. Neither TA changed the components upon which pension contributions would be based. The agreements were rejected by the City Finance Committee on or about November 14, 2013, forcing the parties back to the bargaining table. The City presented supplemental written proposals. In or about June 2015, the parties reached agreement on two Tentative Agreements. This time, the Agreements

covered the following periods: (1) July 1, 2012 - June 30, 2014; and (2) July 1, 2014 - June 30, 2017. Again, there was no changes to pension contributions based on weekly salary only. On or about July 2, 2015, the City unilaterally changed the terms and conditions of employment of the police officers by: (1) calculating and deducting pension contributions from holiday pay; and (2) calculating and deducting pension contributions from annual longevity pay for the first time since the City joined MERS in about 1996. Upon learning of this unilateral change, the IBPO contacted the City and scheduled a meeting informing the City that it considers the unauthorized deductions from holiday and longevity pay to be a mandatory subject of bargaining and that it must cease and desist from further deducting any amounts from officers' holiday or longevity pay. The City rejected the request to bargain and the proposal offered by the IBPO to resolve the problem and has continued to deduct the unauthorized amounts. The two new CBAs were ratified by the City Council on July 27, 2015. Unilaterally deducting a portion of officers' longevity pay and holiday pay without bargaining is an unfair labor practice in violation of R.I.G.L. 1956 § 28-7-13. Accordingly, the IBPO is requesting a finding that the City has violated § 28-7-13 and order a make-whole remedy, including an order requiring the City to cease-and-desist from further making unauthorized deductions and to return all monies deducted from officer holiday pay and longevity pay."

Following the filing of the Charge, the parties each submitted written position Statements on August 28, 2015, as part of the Board's informal hearing process. On October 22, 2105, the Board issued its Complaint, alleging:

"That the Employer violated R.I.G.L § 28-7-13 (6) and (10) when it unilaterally changed the terms and conditions of employment by changing the method for calculating and deducting the pension contributions from the employees' pay, by including longevity and holiday pay, without bargaining said changes with the certified bargaining representative."

The Employer filed its Answer denying the charges on November 4, 2015.

Formal hearings were conducted on December 3, 2015 and January 26, 2016. Representatives from the Union and the Employer were present at the hearings and had full opportunity to examine and cross-examine witnesses and to submit documentary evidence. Post-hearing Briefs were filed by the parties on March 23, 2016. In arriving at the Decision and Order herein, the Board has reviewed and considered the testimony, evidence, oral arguments and written Briefs submitted by the parties. On May 10, 2015, the Board voted to **dismiss** the charge of unfair labor practice and referred the matter to its legal counsel for drafting a Decision & Order consistent with its determination.

#### **SUMMARY OF FACTS AND TESTIMONY**

Until approximately 1995, Cranston Police Officers belonged to a Municipal pension plan. In 1995, after several years in development and with the consent of the Union, the City began enrolling its new police officers into the State of Rhode Island's pension plan. Officers with less than five (5) years of service had the option to either move

to the State plan or remain enrolled in the Municipal plan. Officers more than five (5) years of services remained with the Municipal plan. (TR. 12/3/15 pg. 20) The City enacted an Ordinance to implement this plan. (Union Exhibit #1) The terms of the pension plan were also incorporated into the Collective Bargaining Agreement (“CBA”). (TR. 12/3/15 pg. 21) Neither the ordinance nor the CBA required officers to make pension contributions on their longevity or holiday pay. Until approximately 2001/2002, the required pension contribution from police officers and the City’s firefighters were the same (as to types of pay requiring contribution from the officers). (TR. 12/3/15 pg. 23) The Union representative, Paul Saccoccia, (formerly an Officer in the Cranston Police Department) testified that the police officers negotiated to “give up” an annuity, in exchange for not being required to make pension contributions on their longevity pay and holiday pay. Id.

In the early part of 2012, the parties began negotiating for a successor Agreement to the one that was expiring in June 2012. The City did not make any proposal seeking to have the police officers make pension contributions on their holiday pay or longevity pay. (TR. 12/3/15 pg. 26) Negotiations lasted several years. A first Tentative Agreement was reached in 2013, but was rejected by the City Council and the parties returned to the bargaining table. After the TA was rejected, the City submitted additional bargaining proposals, but did not include a proposal that would require the officers to make pension contributions on holiday pay or longevity pay.<sup>1</sup> (TR. 12/3/15 pg. 28) In June of 2015, the parties reached agreement on a successor CBA. In July 2015, the Union received calls from its members indicating that the July 2015 longevity checks had a payroll deduction for pension contribution, despite this not having been negotiated in the recent contract. (TR. 12/3/15 pg. 29)

In the meantime, between June of 2012 and June 2015, a number of things were happening within and without the Police Department. First, in June 2012, the Rhode Island General Assembly enacted a series of changes to the State pension plan for police officers. See R.I.G.L. 4 5-21.2-14 *infra* at p.5. The City contends that it was this change, which required the City to eventually begin withholding pension contributions from all three (3) components of officers’ pay, to wit: base salary, longevity, and holiday

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<sup>1</sup> Longevity pay is paid out in one lump sum in July of each year, pursuant to a schedule set forth in the CBA. Holiday pay is included in regular paychecks, as the holidays occur.

pay. After the General Assembly's amendment, the City did not, however, take immediate steps to withhold pension contributions from the police officers. The City offered several reasons for its failure to withhold at the required rate, including a variety of on-going lawsuits, administrative proceedings, and a ticketing scandal within the Department that caused uproar and a change in Union leadership. Mr. Saccoccia testified that once the negotiations for the successor CBA recommenced in approximately November 2014, the only discussion about pensions centered on the Mayor's desire to move new hires to a 401(k) type pension. (TR. 12/3/15 pg. 48)

The City presented testimony from Mr. Robert Strom, the City's Finance Director. Mr. Strom testified that the State Retirement System sends the City forms each year that identify the withholding rates and contributions rates for the State pension system. After the 2012 pension amendment, Mr. Strom learned in a meeting with State pension officials that the City's pension plan for police (at the State) was nearly fully-funded. At that same meeting, the City learned that the State had been charging the City a "load factor", that is, a higher contribution amount, to cover the officers' share of contributions for longevity pay and holiday pay. In addition, the City received a letter from Frank J. Karpinski, State Retirement Board, wherein, Mr. Karpinski advised the City to make the appropriate payroll deductions and further advised that if the City did not comply, the State might withhold State aid or take the City to court. (City Exhibit # 4).

At the second hearing held on January 26, 2016, City of Cranston's Mayor, Allan Fung, provided testimony concerning contract negotiations, as well as the pension contribution issues. He testified that he and the police and fire Union officials all learned at the same time at a meeting at the State Retirement Board that the State was charging the "load" factor. (TR. 1/26/16 pg. 92) Mayor Fung testified that once the parties understood that the City had been paying the "load" factor, a number of discussions occurred on how to resolve the issue, including the possibility of a Declaratory Judgment action, the possibility of pulling out of the State Retirement System and moving the police and fire back to the locally administered pension plan. (TR. 1/26/16 pgs. 97 & 98) Mayor Fung further testified that he told IBPO leadership, as well as Mr. Saccoccia that the City would be starting in July 2015 to withhold pension contributions on all required payment types. (TR. 1/26/16 pg. 100) He also testified:

“I remember specifically one of those members are looking at me saying, you didn’t raise it in negotiations, what’s new, what’s changed and I said, well, look, we’re getting constant pressure from the State to comply with State law and that’s something that, you know, we have to do or they could just withhold however much from our other buckets of State aid coming in as they’re authorized under State law, and they kept mentioning, well, you didn’t tell us you didn’t negotiate this...” (TR. 1/26/16 pg. 100)

On cross examination, the Mayor acknowledged that there was a lot of back and forth on the pension issue; and although he could not specifically recall a request by anyone to deduct the funds from employees’ payroll, and then escrow the funds, he did not deny that it could have occurred. (TR. 1/26/16 pg. 103) The Mayor also testified that the City brought suit against the State for over-collecting funds, through the load factor, from the City. (TR. 1/26/16 pgs. 110-111) The Mayor acknowledged that he knew about the load factor issue as far back as 2012, but did not make any change until July 2015. (TR. 1/26/16 pg. 112) He further acknowledged that the issue was never submitted to interest arbitration. Id.

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

The Union makes the following arguments: (1) Pay deductions such as pension contributions are mandatory subjects for bargaining and unilateral change violates R.I.G.L. §28-7-13. (2) State pension law does not excuse the City from bargaining obligations under Title 28. (3) State law did not require the City to do anything. (4) The City cannot rely on a State law enacted in 2012 as a basis to make a unilateral change in 2015. (5) The City’s waiver argument must be rejected.

The City argues: (1) Rhode Island law requiring the City to withhold pension contributions on all components of compensation trumps any contractual provision that provides otherwise. (2) The Union, having been specifically told that the City intended to begin withholding pension contributions on all components of officers’ pay, did not request any bargaining, either decisional or effects bargaining, and therefore, has waived its right to bargain.

#### **DISCUSSION**

We begin this discussion with a legal scavenger hunt, of sorts, in search of the official definition of words used in a statute that is central to the charges herein. The Union alleges that the City engaged in an unlawful, unilateral change to pension contributions, a mandatory subject for bargaining. The City argues that it must follow

State law on pension contributions; that it has no choice to ignore the law. As such, the issue is not a mandatory subject for bargaining.

In 2012, the R.I. General Assembly enacted a change to the Optional Police Pension R.I.G.L. § 45-21.2-14 (f), which Stated:

“Further, provided, that for service on and prior to June 30, 2012, members of the City of Cranston police department hired after July 1, 1995, beginning July 1, 1995, contribute an amount equal to ten percent (10%) of their weekly salary; and those members of the City of Cranston police department with five (5) years or less of service effective July 1, 1995, have the option to either remain in the City of Cranston pension plan to which they belonged prior to the adoption of local ordinance by the Cranston City council as Stated in § 45-21.2-22 or contribute to the State of Rhode Island optional twenty (20) year retirement on service allowance an amount equal to ten percent (10%) of their weekly salary commencing July 1, 1995. The City of Cranston may request and the retirement board may authorize additional members of the City of Cranston police department hired after July 1, 1987, the option to either remain in the City of Cranston pension plan to which they belonged prior to the adoption of local ordinance by the Cranston City council as Stated in § 45-21.2-22 or contribute to the State of Rhode Island optional twenty (20) year retirement on service allowance an amount equal to ten percent (10%) of their weekly salary beginning on a date specified by the retirement board. For service on and after July 1, 2012, a member of the City of Cranston police department shall make contributions in accordance with paragraph (a) above and a member's benefit shall be calculated in accordance with subsection 45-21.2-22(b). (Underlining identifies the 2012 change)

*Paragraph (a) referred to above, provides:*

(a) Each member shall contribute an amount equal to seven percent (7%) of the salary or compensation earned or accruing to the member provided that effective July 1, 2015 each member shall contribute an amount equal to nine percent (9%) of the salary or compensation earned or accruing to the member. Special compensation or additional fees shall not be considered as compensation for contribution purposes.

So, in order to determine the amount of pension contribution to be withheld by the City, we must know the meaning of the words “salary” and “compensation.” Alas, these words are not defined within Title 45, Chapter 21.1 (The Optional Retirement for Police & Firefighters.) Instead, R.I.G.L. § 45-21.1-2 (definitions) provides that the definitions in Chapter 21 shall be controlling. Referring to Chapter 21, (Municipal Employee Retirement) neither “salary” nor “compensation” is defined. However, R.I.G.L. § 45-21-2 (22) provides: “Any term not specifically defined in this chapter and specifically defined in Chapters 36-8 through 36-10 shall have the same definition as set forth in Chapters 36-8 through 36-10.” So, the hunt continues and we now refer to Chapters

36-8 through 36-10, (Retirement System for Public Officers and Employees) we *still* do not find a definition of the word “salary”, *but* we do finally find the following definition for the word “compensation” at R.I.G.L. § 36-8-1 (8):

"Compensation" as used in chapters 8 -10 of this title, chapters 16 and 17 of title 16, and chapter 21 of title 45 shall mean salary or wages earned and paid for the performance of duties for covered employment, including regular longevity or incentive plans approved by the board, but shall not include payments made for overtime or any other reason other than performance of duties, including but not limited to the types of payments listed below:

- (i) Payments contingent on the employee having terminated or died;
- (ii) Payments made at termination for unused sick leave, vacation leave or compensatory time;
- (iii) Payments contingent on the employee terminating employment at a specified time in the future to secure voluntary retirement or to secure release of an unexpired contract of employment;
- (iv) Individual salary adjustments which are granted primarily in anticipation of the employee's retirement;
- (v) Additional payments for performing temporary or extra duties beyond the normal or regular work day or work year. (Underlining added herein)"

Thus, after a very convoluted exercise, we have a definition of *compensation* that includes wages earned and paid for the performance of duties for covered employment, including regular longevity. Despite the Union's arguments at pages 20-23 of its Brief, we believe, based upon the exercise outlined above, that the word “compensation” in R.I.G.L. § 45-21.2-14 (a) is that which is defined at R.I.G.L. § 36-8-1 (8), as set forth above. As such, it seems clear to this Board that the issue of the scope of pension contribution has been defined within State statute and includes not only regular wages, but longevity as well.

We now turn to the arguments raised by the Union in its Brief. The first argument the Union makes is that pay deductions, such as pension contributions, are mandatory subjects of bargaining and that unilateral changes violate R.I.G.L. § 28-7-13. We agree with the issue that the pension contributions are generally mandatory subjects for bargaining, but only insofar as the Rhode Island General Assembly permits. In the case of police pensions in Rhode Island, the General Assembly has set forth a statutory scheme that must be followed by all Municipalities should they desire to participate in the Optional Retirement for Police and Fire, R.I.G.L. § 45-21.2 et seq. (Also see Title 45, Chapter 21 for provisions relating to the administration of the Optional Retirement Plan) In its argument, the Union cites to a number of this Board's decisions that a unilateral change to a mandatory subject for bargaining is a per se unfair labor practice. These include: RI State Labor Relations Board v Town of North Smithfield, ULP-5759 (May 15, 2006)

(finding that changing the payroll from weekly to bi-weekly without bargaining violated R.I.G.L. § 28-7-13; RI State Labor Relations Board v Woonsocket School Committee, ULP-4705 (June 4, 1997) (finding that a change to the policy on approval of personal leave without bargaining violated R.I.G.L. § 28-7-13), as well as other decisions on unilateral changes. (See Union Brief at pg. 16) The problem with the Union's reliance on these cases, however, is that in none of these cases had the Rhode Island General Assembly retained control over what is bargainable, as it has in this case. The Employers in these cases were not following State law when they undertook unilateral actions. As such, we find the Union's reliance on these cases misplaced and find that these cases are indeed readily distinguishable from the facts presented herein.

The Union next argues that State pension law does not excuse the City from its bargaining obligations. Additionally, the Union claims that the State Retirement Board did not require the City to do anything and that the City made a "choice" to not adhere to its bargaining obligation. However, as set forth above, we find that the City's statutory obligation to make certain deductions from employee pay for pension contributions, eliminates any bargaining requirement on what would otherwise be a mandatory subject for bargaining. The Union points to the delay from 2012-2015 as a basis for its argument that City didn't really have to comply with State law. However the fact that the City delayed its compliance with the State law does not then ripen into a Union forced continuation of its non-compliance. Indeed, the record reflects that despite the fact that the City was not deducting the full contribution from the employees' paychecks as required by law, the State was securing its money by passing on the cost to the City's taxpayers through a "load factor" that it was assessing against the City's annual required contribution. The Union argues that the City did not have to comply with State law because the Retirement Board did not take any action against the City and no State aid was withheld from the City and that the City's actions in complying with the State law, albeit tardily, was "totally unnecessary." With all due respect, we do not agree. As the Union understands, whatever is not collected from the employees, as required by law, is made up by the City's contributions from taxpayer funds. We can find no fault with the City's eventual compliance with a statutory mandate, which shifted the financial obligations of the employees' share of pension contribution from the taxpayers, back to the responsible employees.



The Union argues that the City has an obligation to bargain because the local Collective Bargaining Agreement does not reflect the statutory requirement of deductions on holiday pay and longevity. However, as argued by the City in its Brief, it has long since been settled in this jurisdiction that ordinances, Collective Bargaining Agreements and arbitration awards that conflict with State law are unenforceable. See Woonsocket Teachers Guild, Local 951, AFT v Woonsocket Schl. Comm. 770 A.2d 834, 838 (R.I. 2001), State v Rhode Island Alliance of Social Service Employees, Local 580, SEIU, 747 A.2d 465,469 (R.I. 2000); Providence City Council v Cianci, 650A.2d 499, 501 (R.I. 1994) and City of Cranston v Int'l Bhd. of Police Officers, Local 301, 115 A.3d 971 (R.I. 2015) In this case, State law trumps the inconsistent local ordinance and the local CBA. There is no bargaining requirement.

In their Briefs, the parties argue over the issue of whether the Union waived its right to bargain. The issue is addressed by the City's Brief as follows:

"The Rhode Island Supreme Court has Stated that it is "in full agreement with the principle established by the National Labor Relations Board that "it is incumbent upon [a] Union to act with due diligence' with respect to requesting bargaining once the Union has received adequate notice of a proposed modification in the terms or conditions of employment." Town of Burrillville v. Rhode Island State Labor Relations Bd., 921 A.2d 113, 120 (R.I. 2007), quoting, in part, Kansas Educ. Ass'n v. Kansas Staff Org., 275 N.L.R.B. 638, 639 (1985). See also Rhode Island State Labor Relations Bd. v. Middletown Schl. Comm., Case No. ULP-5867 (2009). In order to trigger the Union's obligation to request bargaining, "the employer's notification to the Union concerning the contemplated modification in the terms or conditions of employment must be given sufficiently in advance of actual implementation of the change to allow a reasonable opportunity to bargain." Id., quoting, Smurfit-Stone Container Corp., 344 N.L.R.B. 658, 669 (2005) (internal quotation omitted). After receiving such notice, the Union must include a formal request for bargaining, not merely a protest of the proposed modification. See id., citing Citizens National Bank of Willmar v. Willmar Bank Employees Ass'n, 245 N.L.R.B. 389, 390 (1979) ("A Union must do more than merely protest the proposed change or file an unfair labor practice action in order to preserve its right to bargain; a Union must affirmatively advise the employer of its desire to engage in bargaining"). When the Union receives sufficient notice of a contemplated change, "[it] waives its bargaining rights if it fails to request bargaining prior to the implementation of that change." Id., citing, W-I Forest Products Co. v. NLRB, 304 N.L.R.B. 957, 960 (1991)." (City Brief pgs. 15-16)

As set forth above, we find that there is no bargaining requirement for the City's decision to comply with State law and make the appropriate pension deductions. The Union argues that it could not have waived any rights to bargain, because of the City's defense that the issue is not bargainable. The arguments are circular. The Union claims that the City deliberately waited until the new CBA was in effect and implemented it with changes,

without warning. The evidence establishes, however, that both the Union and the City knew of the 2012 law. The Union certainly failed to request bargaining over this issue all during contract negotiations. Regardless, the only obligation that could have possibly existed for bargaining, if any, was the obligation to bargain over the effects of the decision to comply with State law. We do not even concede that such an obligation existed. Nevertheless, in this case, the Mayor testified that he told the Union officials during a meeting that he was going to implement the law. Although he received verbal pushback from the Union in that meeting, the Union never followed up with a request or demand, either written or oral, to bargain over the effects of the decision to implement the law. Therefore, the Union waived any right to bargain over the City's withholding of the statutorily required pension contributions.

### **FINDINGS OF FACT**

- 1) The City of Cranston 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) Many of the City's Police Officers are enrolled in the State Municipal Employees Retirement System (MERS). In June 2012, the Rhode Island General Assembly enacted a change to the State pension plan for police officers. After the General Assembly's amendment, the City did not, however, take steps to withhold pension contributions from the police officers. The City offered several reasons for its failure to withhold at the required rate, including a variety of on-going lawsuits, administrative proceeding and a ticketing scandal within the Department that caused uproar and a change in Union leadership.
- 4) After the 2012 pension amendment, the City's Finance Director learned that the State had been charging the City a "load factor", a higher contribution amount, to cover the officers' share of pension contributions for longevity pay and holiday pay.
- 5) Mayor Fung testified that once the parties understood that the City had been paying the "load" factor, a number of discussions occurred on how to resolve the issue, including

the possibility of a Declaratory Judgment action, the possibility of pulling out of the State Retirement System, and moving the police and fire back to the locally administered pension plan. (TR. 1/26/16 pgs. 97 & 98) Mayor Fung further testified that he told IBPO leadership, as well as Mr. Saccoccia that the City would be starting in July 2015 to withhold pension contributions on all required payment types. (TR. 1/26/16 pg. 100)

6) Neither the City nor the Union ever requested to bargain over the City's implementation of the 2012 State law amendment.

7) The City implemented the 2012 amendment in July 2015 by deducting pension contributions on the police officers' compensation, including holiday pay and longevity.

### **CONCLUSIONS OF LAW**

1) The required pension contributions for the City's police officers is governed by State law and, as such, is not a mandatory subject for bargaining.

2) The Union waived any rights it might have had to bargain over the effects of the implementation of State law concerning pension contributions by employees and payroll deductions of the same.

3) The Union has not proven by a fair preponderance of the credible evidence that the Employer has committed a violation of R.I.G.L. § 28-7-13 (6) or (10).

### **ORDER**

1) The Unfair Labor Practice Charge and Complaint in this matter are hereby dismissed.

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-

CITY OF CRANSTON

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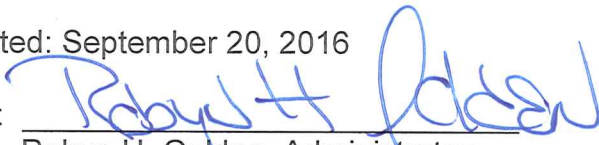
**NOTICE OF RIGHT TO APPEAL AGENCY DECISION  
PURSUANT TO R.I.G.L. 42-35-12**

Please take note that parties aggrieved by the within decision of the RI State Labor Relations Board, in the matter of Case No. ULP-6167, dated September 20, 2016, may appeal the same to the Rhode Island Superior Court by filing a complaint within thirty (30) days after **September 20, 2016**.

Reference is hereby made to the appellate procedures set forth in R.I.G.L. 28-7-29.

Dated: September 20, 2016

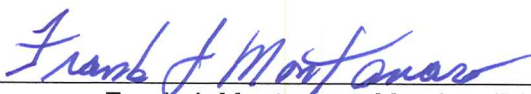
By:

  
Robyn H. Golden, Administrator

RHODE ISLAND STATE LABOR RELATIONS BOARD



Walter J. Lanni, Chairman



Frank J. Montanaro, Member (Dissent)



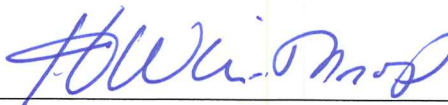
Marcia B. Reback, Member



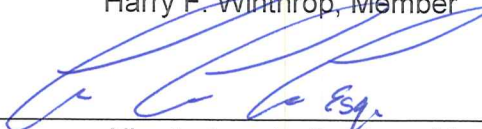
Scott G. Duhamel, Member (Dissent)



Aronda R. Kirby, Member



Harry F. Winthrop, Member



Alberto Aponte Cardona, Member

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

Dated: SEPTEMBER 29, 2016

By: Robyn H. Golden  
Robyn H. Golden, Administrator