

**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-	:	CASE NO. ULP-6305
	:	
PAWTUCKET WATER SUPPLY BOARD	:	
	:	

DECISION AND ORDER

TRAVEL OF CASE

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 Pawtucket Water Supply Board (hereinafter "Employer") based upon an Unfair Labor Practice Charge (hereinafter "Charge") dated March 5, 2021 and filed on the same date by Teamsters Local 251 (hereinafter "Union").

The Charge alleged as follows:

1) In or about September 2020, the Union business agent Thomas Salvatore requested information from the Pawtucket Water Supply Board ("PWSB") relevant to a grievance the Union filed; 2) on October 6, 2020, Mr. Salvatore followed up with a written request for information the Union required in order to evaluate whether to file the grievance for arbitration. He asked for the information to be produced by October 14, 2020. Mr. Salvatore received no response; 3) on October 19, 2020, Mr. Salvatore sent another email to the PWSB asking again for the information. Mr. Salvatore received no response; 4) on or about October 20, 2020, although the Union did not receive the requested information, the Union filed for arbitration to preserve the timeliness in the collective bargaining agreement; 5) on January 19, 2021, the Union's attorney sent a request for information to PWSB attorney Frank Milos, requesting the same documents Mr. Salvatore requested in September and October 2020, as well as additional documents relevant to the pending arbitration. She asked that they be provided within fourteen (14) days. She received no response; 6) on February 4, 2021, the Union's attorney sent an e-mail to Frank Milos requesting him to advise her of the status of the information request, which was due earlier in the week. She received no response; 7) on February 24, 2021, the Union's attorney sent an email to Frank Milos advising him that if she did not receive the documents by close of business on February 26, 2021, she would file an unfair labor practice charge. She received no response; 8) on March 4, 2021, the Union's attorney sent another email to Frank Milos regarding the outstanding information. Mr. Milos called the Union's attorney and said they were busy and would try to produce them sometime before the arbitration. When the Union's attorney advised that she would like them by March 12, 2021 so she can evaluate the case and prepare for arbitration, Milos informed her that she would not be getting them by March 12, 2021; 9) the information is relevant and necessary for the Union to fulfill its bargaining duties.

Following the filing of the Charge, each party submitted written position statements and responses as part of the Board's informal hearing process. On April 2, 2021, the

Board issued its Complaint, alleging the Employer violated R.I.G.L. § 28-7-13 (6), (7) and (10) when, through its representative, the Employer (1) failed and refused to provide the Union with information and documents the Union requested as necessary and relevant for a contract administration matter (i.e., a pending grievance and arbitration case); and (2) refused to discuss a grievance matter with the Union when it failed and refused to provide the Union with information and documents the Union requested as necessary and relevant for a contract administration matter (i.e., a pending grievance and arbitration case). The Board held a formal hearing for this matter on September 21, 2021. Post-hearing briefs were filed by the Employer and the Union on October 19, 2021. In arriving at the Decision and Order herein, the Board has reviewed and considered the testimony and exhibits submitted at the hearings and the arguments contained within the post-hearing briefs submitted by the parties.

FACTUAL SUMMARY

The matter before the Board is the Union's claim of an unfair labor practice against the Employer due to the Employer's failure and/or refusal to provide or produce certain documents and information which the Union had requested as necessary and relevant to its analysis and processing of a grievance and arbitration case.

The facts surrounding this unfair labor practice Complaint are not in dispute between the parties. The Union and the Employer were, at all times relevant to the instant proceedings, subject to a collective bargaining agreement dated July 1, 2017 through June 30, 2020. (Petitioner's Exhibit 1). The current dispute involves the Employer's decision to not provide the Union with certain information and documents the Union requested and asserted were necessary and relevant to its processing of a grievance and arbitration case.

The dispute between the parties arose from a claim by a bargaining unit member that, upon appointment to a new position, her salary was reduced because she was improperly classified as a "new employee" in the position. (Tr. pages 17 – 18). The Union filed a grievance on behalf of the employee on September 14, 2020 regarding the Union's claim that the employee was improperly placed on the wrong salary step for purposes of her assuming the new position. (Petitioner Exhibit 3). By email dated September 29, 2020, the Employer denied the grievance. (Petitioner Exhibit 4). In an email dated October 6, 2020, the Union requested certain information from the Employer regarding the situation over which the grievance had been filed. (Tr. page 18 – 19; Petitioner Exhibit 5). While the Union was informed by the Employer that the information it (the Union) requested would be produced, in fact the Employer did not send the Union the information as requested. (Tr. page 20; Petitioner Exhibit 5).

The Union, on October 19, 2020, renewed its request for the information via email but this time it received no response from the Employer. (Tr. page 20; Petitioner Exhibit 5). The Union then filed for arbitration of the grievance dispute even though it had not received the documents and information it requested from the Employer. (Tr. page 20; Petitioner Exhibit 6). Thereafter, the parties met to discuss the grievance and the Union,

once again, requested that the Employer provide it with the information and documents previously requested. (Tr. page 21). While the Employer indicated that it was in possession of the materials requested by the Union, the Employer did not produce the requested materials nor allow the Union to see the materials at the meeting but did state that it would email the materials to the Union after the meeting concluded. (Tr. page 21; page 29). However, no such email or production of documents was forthcoming from the Employer. (Tr. page 21; page 27). After not receiving the requested materials after the grievance meeting, the Union on December 2, 2020 tried, once again, to get possession of the information it was seeking. (Petitioner Exhibit 15). This effort, as with its previous efforts, did not produce the requested information or documents. (Tr. page 21).

At this juncture the Union's attorney got involved in an effort to obtain the requested materials. (Tr. page 22). The Union's attorney, on January 19, February 4, February 24 and March 4, 2021, contacted the Employer's counsel, Frank Milos, requesting the same information previously requested by the Union to the Employer. In each instance the Employer did not produce the information and documents requested by the Union. (Tr. pages 22 – 23; pages 38 – 39; pages 51 – 54; Petitioner Exhibits 7 & 8). After receiving no response to her initial requests, the Union's attorney, on February 18, 2021, filed a subpoena duces tecum with the arbitrator assigned to hear the grievance case. (Tr. page 24; Respondent Exhibit 1). After failing to receive the information it had previously requested, the Union, on March 4, 2021, again contacted the Employer's counsel to try one more time to receive the information the Union had requested before filing an unfair labor practice Charge with this Board. (Petitioner Exhibit 8; Tr. pages 39 – 42). The Union was unsuccessful in obtaining the materials. (Tr. pages 40 - 42). On March 5, 2021 the Union filed the instant unfair labor practice Charge with the Board.

The Union ultimately received the information and documents it had requested from the Employer through its business agent, attorney and a subpoena duces tecum filed with the arbitrator prior to the commencement of the hearing before the Board. (Tr. page 25; page 29; pages 43 – 45).

POSITION OF THE PARTIES

Union:

The Union asserts that the Employer engaged in unfair labor practices when it failed and refused to provide the Union with information it requested and claimed was necessary and relevant to its administration of the grievance and arbitration matter involving a bargaining unit member. The Union argues that in matters of employee grievances the Employer has an obligation to provide the Union with copies of all relevant material requested by the Union to assist in the processing of the case. The Union claims that this obligation of the Employer to provide relevant requested documents applies whether the request by the Union is made before or after the scheduling of an arbitration hearing. The Union further argues that the Employer's failure to provide the documents as requested constitutes a failure by the Employer to comply with its obligation to discuss grievances

under R.I.G.L. 28-7-13. The Union is also seeking as a remedy interest on any back wages and attorney fees.

Employer:

The Employer contends that it did not violate the Rhode Island State Labor Relations Act when it failed and/or refused to provide certain documents and information requested by the Union relative to a pending grievance. The Employer argues that the existing collective bargaining agreement did not mandate or require the Employer to respond to information requests such as the one made by the Union in the instant matter. The Employer also argues that the issuance of a subpoena by the arbitrator as requested by the Union superseded the general obligation of the Employer to supply the information as requested by the Union.

DISCUSSION

The issue before the Board is whether the actions of the Employer in failing and refusing to provide the Union with information and documents the Union requested and asserted were necessary and relevant to its analysis and processing of a grievance and arbitration case constitutes a violation of the State Labor Relations Act (hereinafter "Act"). As discussed in more detail below, it is the Board's view that the documents and information requested by the Union were relevant to the Union's administration of the grievance and arbitration process. Furthermore, the Employer has not challenged the relevancy of the requested documents nor cited any specific need for confidentiality regarding the requested documents nor has it provided this Board with any legitimate basis for its delay in producing the requested materials to the Union. As such, the Employer's refusal to produce the requested information constitutes a violation of the Act. In addition, in failing to provide those certain documents and/or other information requested by the Union, the Employer has also violated its obligation to discuss grievances with the Union and, therefore, also violated the Act.

As noted, this case involves whether the Employer is required to produce information that the Union requests and claims is necessary and relevant to its administration of a pending grievance and arbitration matter involving bargaining unit members. This is an issue that this Board, the National Labor Relations Board ("NLRB") and the United States Supreme Court have all previously addressed.¹ See *Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*, ULP-6261/ULP-6270; *City of Cranston*, ULP-5744; *Roseburg Forest Products Co.*, 331 NLRB 999 (2000); *National Labor Relations Board v. Acme Industrial Co.*, 385 US 432 (1967); *Detroit Edison v. NLRB*, 440 US 301 (1979). In each of these cases and many more cases decided by the NLRB and the courts, it has been made clear that an employer must provide "relevant

¹ As this Board has noted in numerous prior cases, this Board and the courts of this State have, with respect to labor law issues, consistently looked to federal labor law for guidance. (See *Town of North Kingstown v. International Association of Firefighters, Local 1651, AFL-CIO*, 107 A.3d 304 (R.I. 2015); and *Town of Burrillville v. Rhode Island State Labor Relations Board*, 921 A.2d 113, 120 (R.I. 2007)).

information needed by a labor union for the proper performance of its duties as the employee's bargaining representative." See *Detroit Edison v. NLRB*, 440 US at 303.

In its most recent decision addressing this issue, this Board, in *Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*, ULP-6261/6270, was presented with two almost identical situations involving the termination of bargaining unit members, the Union's request for information and documents relating to the investigation and termination of each employee and the Employer's refusal to provide the Union with the requested information. In determining that the Employer's refusal to provide the requested materials to the Union was a violation of the Act, the Board relied on its previous decision in *City of Cranston*, noting as follows:

It is well established that an employer is obligated to supply requested information that is potentially relevant and will be of use to the Union in fulfilling its responsibilities as exclusive bargaining representative. *Roseburg Forest Products Co.*, 331 NLRB 999, 1000 (2000). The purpose of this rule is to enable the union to understand and intelligently discuss the issues raised in grievance handling and contract negotiations. *Rivera-Vega v. Conagra*, 70 F.3d 153, 158 (1st Cir. 1995). Information relating to wages, hours and other terms and conditions of employment is presumptively relevant and necessary for the Union to perform its obligations. *Roseburg*, supra. While the right to obtain relevant information is not unfettered, the party asserting confidentiality bears the burden of proof. *Roseburg*, supra.

City of Cranston, ULP-5744, page 3.

The above language makes clear that a request for documents and/or other information that the Union claims is relevant to its processing and understanding a grievance and arbitration matter is material that an employer, upon receiving the request, is obligated to comply with under most circumstances. A failure to provide such information without a justifiable explanation for refusing to do so makes the Employer's conduct a violation of the Act.

In the instant case, the Union learned that a bargaining unit member was allegedly not being paid at the appropriate level upon being assigned/transferred to a new position. (Petitioner Exhibit 2). The Union requested that the Employer provide specific documents so that the Union would be able to understand, analyze and process the grievance. (Petitioner Exhibits 5 and 7). Despite multiple requests by the Union to the Employer seeking relevant documentation as outlined (see Petitioner Exhibits 6, 7, and 8), the Employer failed to respond to the Union's requests and did not provide the information. In refusing to provide the claimed relevant information requested by the Union, the Employer never contested the relevancy or materiality of the documents requested by the Union nor did it offer any substantive reason for its refusal to produce the requested materials.

Under both our Act and the National Labor Relations Act (NLRA at Section 8(a)(5)), there is a general obligation imposed upon employers "to furnish a union with relevant information necessary to the union's proper performance of its duties as the collective

bargaining representative of its employees, including information that the union needs to determine whether to take a grievance to arbitration.” *American Baptist Homes of the West*, 362 NLRB 1135, 1136 (2015), citing *NLRB v. Acme Industrial Co.*, 385 US 432 (1967); see also R.I.G.L. 36-11-7; *Belanger v. Matteson*, 346 A.2d 124 (R.I. 1975). As the Supreme Court noted in *Acme Industrial*:

Providing a union with information relevant to the processing of grievances not only aids the union in representing grievants, but allows it to “sift out unmeritorious claims.”

NLRB v. Acme Industrial Co., 385 US at 438.

Following this line of thinking in a long line of cases, the NLRB has applied a liberal test to determine whether information is relevant by looking at whether the requested information is of “probable” or “potential” relevance. *Transport of New Jersey*, 233 NLRB 694 (1977); *American Baptist*, at 1136-1137. As the NLRB stated in *Pennsylvania Power Co.*, 301 NLRB 1104 (1991), “the information need not be dispositive of the issue between the parties but must merely have some bearing on it. In general, the Board [NLRB] and the courts have held that information that aids the arbitral process is relevant and should be provided.” *Id.* at 1105.

In the present case, there was no evidence submitted to this Board that in any way demonstrated the information requested by the Union was not relevant to the processing of the pending grievance and arbitration case. In fact, and as previously noted, the Employer did not even argue against the relevancy claims made by the Union regarding the information requests. The Union’s request for information sought Employer policies, wage and payroll information and information regarding other Union employees similarly situated to the grievant (Petitioner Exhibits 5, 7 and 15). The information appears to the Board at a minimum to be relevant to the Union’s inquiry regarding the substance of the grievance and whether it had merit. (See *Pennsylvania Power and Light*, 301 NLRB at 1105).² As noted above and perhaps equally as critical, the Employer submitted no evidence to the Board to suggest that the documents and materials requested by the Union were not relevant to aid the Union in analyzing and processing the grievance. The Employer made no argument and presented no testimonial or documentary evidence to the Board to even suggest that the materials requested by the Union were in some manner or form not necessary or relevant to the Union’s ability to analyze, review and process the grievance.³

² As the NLRB applies a liberal test to determine whether information requested by a union is relevant, requested information need only be of “probable” or “potential” relevance in order to be available to the union (see *American Baptist*, 362 NLRB at 1136 – 1137, citing *Transport of New Jersey*, 233 NLRB 694 (1977)).

³ The Board also notes that the Employer did not make or attempt to raise confidentiality as a reason for its withholding of the requested materials. As the Board noted in its *RI Department of Behavioral Health, Developmental Disabilities and Hospitals* decision, there is a process and procedure that an employer must engage in if it is to claim that it cannot produce materials requested by a union due to confidentiality. See ULP-6261/6270 at pages 10 – 12). In the instant case, no confidentiality claim was asserted by the Employer.

In short, the Employer has provided no reasonable explanation or justification for its failure to produce the documents and material requested by the Union. As such, the Board finds that the Employer has violated the Act by its failure and refusal to provide the Union with the information it requested in this matter.

The Board also finds that the Employer has violated its obligation to discuss grievances with the Union by its refusal to provide the information requested by the Union. The Board need not spend significant time on this point as there was no evidence to suggest that any meaningful discussion between the parties occurred regarding the Employer's decision not to produce the materials requested by the Union. The Board acknowledges that the parties met to discuss the grievance filed by the Union and, at that time, also discussed the Union's request for information. (Tr. at pages 20 – 21). The Board further acknowledges that the Union's attorney and the Employer's counsel spoke on March 4, 2021 regarding the Union's production request. (Tr. at page 40). Each of these conversations ended with the Employer representatives agreeing to send/produce the information but never actually following through on producing the materials. (See Tr. at page 21; page 41). However, the Board does not find these discussions to have been sufficient to meet the Employer's obligation to discuss grievances with the Union. As noted above, without having the ability to review the information it requested, the Union was at a severe disadvantage in any discussion it had with the Employer over the grievance. In essence, the evidence before this Board makes clear that the Union made a request for relevant information and the Employer, without any substantive discussion with the Union, determined not to provide the documentation as requested. The Employer's failure to provide the requested information and then engage the Union in substantive discussions regarding the grievance is, in this Board's view, a clear violation of the Act.

B. The Employer's Defenses

The Employer has failed to present to the Board any legitimate or substantive argument as to why it failed and refused to provide the Union with the documents and information it requested. The Employer's arguments in support of its conduct are that the collective bargaining agreement did not require the Employer to respond to the Union's request for information and that the issuance of a subpoena by the arbitrator for the information requested by the Union superseded any general obligation under the Act the Employer may have had to provide the information to the Union. (see Employer Memorandum of Law at pages 4 – 5); Tr. pages 42 – 43). Based on the Board's recent and relevant decisions as well as decisions from the NLRB, the Board finds the Employer's defenses insufficient to defend its actions in this case.

The essence of the Employer's argument is that the arbitrator issued a subpoena, that the arbitrator was authorized and empowered to issue the subpoena under Rhode Island law, the subpoena had been requested by the Union and the Employer intended to comply with the subpoena. (See Employer Memorandum of Law at page 5; Tr. at pages 42 – 43). The Employer does not provide the Board with any citations either from this Board's cases

or NLRB case decisions, to support its theory. In fact, as noted above the Board rejects this argument as being totally at odds with the long and recognized history of this issue before this Board, the NLRB and numerous courts. See *RI Department of Behavioral Health, Developmental Disabilities and Hospitals*, ULP-6261/6270 at page 17 (where the Board noted that a union “is not required by this Decision or by any case law of which this Board is aware to wait for the production of documents until just prior to the commencement of an arbitration proceeding as apparently the Employer suggests.”); *City of Cranston*, ULP-5744; *Roseburg Forest Products Co.*, 331 NLRB 999 (2000); *American Baptist Homes of the West*, 362 NLRB 1135, 1136 (2015); *Pennsylvania Power Co.*, 301 NLRB 1104 (1991); *National Labor Relations Board v. Acme Industrial Co.*, 385 US 432 (1967); *Detroit Edison v. NLRB*, 440 US 301 (1979). The Employer’s obligation upon receiving the Union’s request for information was to furnish the Union “with relevant information necessary to the union’s proper performance of its duties as the collective bargaining representative of its employees, including information that the union needs to determine whether to take a grievance to arbitration.” *American Baptist Homes of the West*, 362 NLRB 1135, 1136 (2015), citing *NLRB v. Acme Industrial Co.*, 385 US 432 (1967). If the Employer believed the requested information was not relevant, it had an avenue to discuss with the Union what type of information was truly necessary. However, the Employer never challenged the Union’s assertion that the information was necessary and relevant for the Union to process the grievance.

Similarly, the Employer could have claimed that the production of the requested information was confidential and, therefore, not available to the Union. Again, however, the Employer never raised confidentiality as a defense to its failure to produce the requested materials. In short, in the Board’s view the Employer had no legitimate reason or basis to delay, deny or fail to provide the Union with the information it requested regarding a pending grievance.

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 Union and the Employer are subject to a collective bargaining agreement dated July 1, 2017 through June 30, 2020.
4. In September 2020 the Union learned of a possible contract violation involving an alleged pay violation when an individual from a different union was transferred to a position in the bargaining unit. On September 14, 2020 the Union filed a grievance.

5. On October 6, 2020 the Union made a request to the Employer for certain documents and information that it believed to be necessary and relevant to its analyzing and processing of the grievance. The Union received no response and did not receive the documents and information it requested.
6. On October 19, 2002 the Union sent a follow up request seeking production of the documents and information it had previously requested. Again, the Union received no response from the Employer.
7. The Union filed a demand for arbitration on October 20, 2020 even though as of that date it had not received any of the materials it had requested from the Employer.
8. On December 2, 2020 the Union sent another request seeking production of the documents and information it had previously requested. Again, the Union received no response from the Employer.
9. On January 19, 2021, the Union's attorney sent a request for information to the Employer's attorney. This request was the same as the request the Union had previously sent to the Employer. The Union's attorney received no response to her communication.
10. On February 4, 2021, the Union's attorney sent an email to the Employer's attorney inquiring into the status of her request for information. The Employer again did not respond.
11. On or about February 18, 2021, the Union's attorney requested a subpoena duces tecum from the arbitrator seeking the information the Union had previously sought from the Employer.
12. On February 24, 2021, the Union's attorney again emailed the Employer's attorney advising that if she did not receive the documents and information she had previously requested she would file an unfair labor practice Charge with the Board.
13. On March 4, 2021, the Union's attorney sent another email to the Employer's attorney looking for an update regarding the production of the requested documents and information. The Union's attorney and the Employer's attorney also spoke on March 4. However, the Union still did not receive the information it had requested from the Employer.

CONCLUSIONS

1. The Union has proven by a fair preponderance of the evidence that the Employer committed a violation of R.I.G.L. § 28-7-13 (6) and (10) when it failed and refused to provide the Union with documents, materials and other information the Union had specifically requested and which the Union claimed were relevant to its administration of a pending grievance involving a bargaining unit member.

2. The Union has proven by a fair preponderance of the evidence that the Employer committed a violation of R.I.G.L. § 28-7-13 (7) and (10) when it failed and refused to discuss a grievance with the Union in that the Employer's refusal to provide

the Union with documents, materials and other information the Union had specifically requested and which the Union claimed were relevant to its administration of a pending grievance involving a bargaining unit member placed the Union at a severe disadvantage and unable to appropriately respond to any grievance discussion.

3. The Union has not demonstrated, based on the evidence before the Board, that an award of interest or attorney's fees should be made in the present case and, therefore, no such award is granted.

ORDER

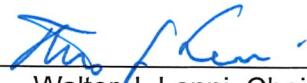
1. The Employer is hereby ordered to cease and desist from refusing to provide relevant documents and information to the Union which the Union claims are relevant to its administration of grievance matters involving bargaining unit members.

2. The Employer is hereby ordered to cease and desist from refusing to discuss grievances with the Union by refusing to provide relevant documents and information to the Union which the Union claims are necessary to its administration of grievance matters involving bargaining unit members.

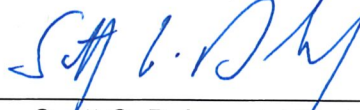
3. The Employer is hereby ordered to provide the Union with the documents or other materials the Union has requested pertaining to the pending grievance provided such materials as previously requested by the Union have not already been produced in full.

4. The Employer is hereby ordered to post a copy of this Decision and Order for a period of not less than sixty (60) days in each building where bargaining unit personnel work, said posting to be in a location where other materials designed to be seen, read and reviewed by bargaining unit personnel are posted.

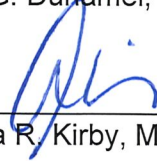
RHODE ISLAND STATE LABOR RELATIONS BOARD



Walter J. Lanni, Chairman



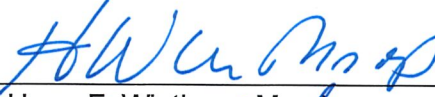
Scott G. Duhamel, Member



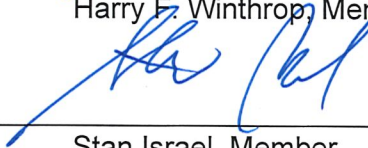
Aronda R. Kirby, Member



Derek M. Silva, Member



Harry F. Winthrop, Member

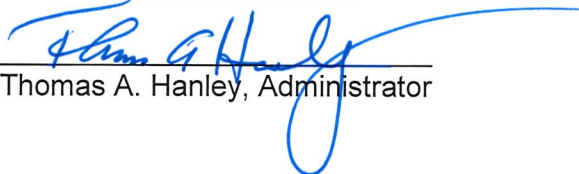


Stan Israel, Member

****BOARD MEMBER KENNETH B. CHIAVARINI WAS ABSENT FOR VOTE ON CONCLUDED CASE****

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

Dated: December 14, 2021

By: 
Thomas A. Hanley, Administrator

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-	:	CASE NO. ULP-6305
	:	
PAWTUCKET WATER SUPPLY BOARD	:	

**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-6305, dated December 14, 2021, may appeal the same to the Rhode Island Superior Court by filing a complaint within thirty (30) days after **December 17, 2021**.

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

Dated: December 17, 2021

By: 
Lisa L. Ribezzo, Agent