

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, Sc.

SUPERIOR COURT

TOWN OF LINCOLN

Vs.

LINCOLN LODGE NO. 22, ET ALS)

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)  
)  
)

PC/93-5995

HEARD BEFORE THE HONORABLE JUSTICE GAGNON

NOVEMBER 24, 1993

APPEARANCES:

JAMES MARUSAK, ESQUIRE  
FOR THE PLAINTIFF

DENNIS BALLUCH, ESQUIRE  
FOR LINCOLN LODGE NO. 22

JOSEPH KEOGH, ESQUIRE  
FOR WILLIAM STRAIN

LINDA HARRISON CALIRI, RPR  
COURT REPORTER

C E R T I F I C A T I O N

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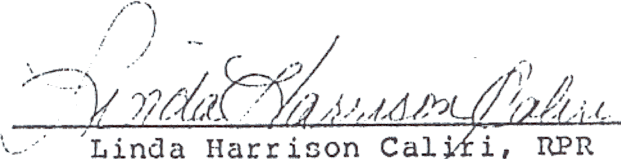
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I, Linda Harrison Caliri, hereby certify that  
the succeeding pages, 1 through 2 inclusive,  
are a true and accurate transcript of my  
stenographic notes.

  
Linda Harrison Caliri, RPR  
Court Reporter

1                    WEDNESDAY, NOVEMBER 24, 1993

2                    AFTERNOON SESSION

3    (The following includes only the final portion of the  
4    hearing)

                  THE COURT: In my personal viewpoint, I've never  
6       been able to see how a chief of police should be part of  
7       a bargaining unit, however, the state law says he is. I  
8       don't know what the answer is going to be, but  
9       specifically it's a question here of staying an  
10      arbitration. And the Court is not adverse to the  
11      position the various parties take to all positions with  
12      reference to whether or not they'll negotiate, depending  
13      on what provision of the contract will be beneficial to  
14      them; more or less known as hardnosed bargaining. I  
15      think it's unfair, ultimately, for the 32 police  
16      officers to sit by and not have their contract  
17      negotiated on the basis of only one individual, even  
18      though, albeit, a very important individual on the  
19      operation of the police department. Nobody ever said we  
20      were right all the time. The arbitration may go  
21      forward, police chief is not part of the bargaining unit  
22      for purposes of arbitration, and the parties are to  
23      immediately go to the Supreme Court to litigate the  
24      issue of whether the ethics provision is binding or the  
25      statutory provision is binding.