

**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-

STATE OF RHODE ISLAND -  
DEPARTMENT OF TRANSPORTATION

CASE NO. EE-3115

**DECISION AND ORDER**

**TRAVEL OF CASE**

The above-entitled matter comes before the Rhode Island State Labor Relations Board (hereinafter "Board") on a Petition for Unit Clarification/Accretion within the State of Rhode Island Department of Transportation (hereinafter "Employer") brought by Local 400, International Federation of Professional and Technical Engineers (IFPTE) (hereinafter "Union") for the position of Office Manager. The petition was filed by the Union on October 26, 2023. The contested position is currently not in the bargaining unit.

Following the filing of the Petition, the Board assigned its investigator to conduct an investigation of the claims contained in the Petition. After an informal hearing was scheduled and held, the Board's investigator proceeded with interviews of the effected employee in the contested position and the employee's supervisors. These interviews were conducted on April 24, 2024 (the employee) and on July 31 and October 9, 2024 (the supervisors). An investigative report was prepared and submitted to the parties on March 6, 2025, for their comment, and to the Board on May 13, 2025. The investigative report was unable to reach a conclusion on whether the position of Office Manager should be included (accreted) in the bargaining unit and recommended the matter proceed to a formal hearing. On May 13, 2025, the Board voted to accept the investigative report and proceed to formal hearing.

On June 5, 2025, the Board held a formal hearing. At the conclusion of the formal hearing, post-hearing briefs were filed by the Union on July 13, 2025 and by the Employer on July 14, 2025. In arriving at the Decision herein, the Board has reviewed and considered the testimony and exhibits submitted at the hearing and the arguments contained within the post-hearing briefs submitted by the parties.

**FACTUAL SUMMARY**

The basic facts in this matter are not in dispute. The Union is the certified representative of "eligible employees within Office of Director (Administrative Section), Public Works Division, Highway Engineering Services, Highway Planning Services, Administrative Adjudication, including professional employees, but excluding top

supervisory employees.” See Certification of Representatives, Case No. EE-3115. The Union has been the exclusive representative of the above-described bargaining unit since 1977. In or around June 2023 the Employer posted for hire the position of Office Manager in the Administrative Services/Property Management division. (See Respondent Exhibit #1; Transcript at pages 51 – 52). The position was posted as a non-union position. (Respondent Exhibit #1). After the position was posted, the Employer accepted applications and interviewed five candidates for the position. (Respondent Exhibit #2; Transcript at page 53). After the completion of the interviews, a hiring justification memorandum was prepared. (Respondent Exhibit #2). One of the candidates interviewed, Colleen Gran, was recommended for the Office Manager position. (Respondent Exhibit #2).

Ms. Gran was hired and began working for the Employer on September 24, 2023. (Transcript at page 55). Approximately one (1) month after Ms. Gran started her employment with the Employer, the Union, on October 26, 2023, filed the present accretion petition.

### **DISCUSSION**

The issue before the Board is whether the Office Manager position, presently not a union position, rightfully belongs within the Union’s bargaining unit. The Office Manager position has been asserted to be a confidential position by the Employer. (Transcript at page 51).

When a Unit Clarification Petition is brought before the Board, it is the Petitioner’s burden to demonstrate that the position in question, in this case the Office Manager position, shares a community of interest with the bargaining unit into which Petitioner wants the position placed. Community of Interest is a term applied by the Board to demonstrate that the position in question shares similar aspects of the job with other positions in the identified bargaining unit. Rule 1.10 of the Board’s Rules and Regulations lists twelve (12) factors that the Board may consider in attempting to determine a Community of Interest. Those factors are:

- a. The similarity in scale and manner of determining earnings;
- b. Similarity of employment benefits, hours of work, and other terms and conditions of employment;
- c. Similarity in the kind of work performed;
- d. Similarity in the qualifications, skills, and training of the employees;
- e. Frequency of contact or interchange among employees;
- f. Geographic proximity;
- g. Continuity or integration of production processes;
- h. Common supervision and determination of labor relations policies;
- i. Relationship to the administrative organization of the employer;
- j. The history of collective bargaining;
- k. The desires of the affected employees; and
- l. The extent of union organization within the employer’s ranks.



In the present matter, the Union argues that the Office Manager position shares a community of interest with positions represented by the Union in its bargaining unit. A review of the above community of interest factors shows that, while the Union did not address all of the comparative factors in its evidentiary presentation to the Board, there was sufficient evidence presented to the Board to demonstrate that the Office Manager position, in the Board's view, shares a majority of the community of interest factors with other bargaining unit members necessary to allow the position to be added to the bargaining unit.

A. The Similarity In Scale And Manner Of Determining Earnings

Initially, the Union argues that the wages of the Office Manager position are similar to the wages of other bargaining unit positions. (Transcript at pages 12 – 13; 33; see also Investigative Report). The Employer did not dispute the Union's assertion that the wages of the Office Manager position are comparable to the wages of similar bargaining unit members.

B. Similarity of employment benefits, hours of work, and other terms and conditions of employment

Similar to the wage argument, the Union also argues that the benefits received, hours of work and terms of employment for the Office Manager position are the same as those received by other bargaining unit members (Transcript at pages 12 – 13; 33; see Investigative Report; see also Union Memorandum of Law at page 4). Again, the Employer did not challenge or dispute this community of interest argument.

C. Similarity in the kind of work performed

The Union asserted that the work performed by the Office Manager position was comparable to work performed by other bargaining unit positions by arguing that the position is not confidential as that term is defined by the Board's Rules and Regulations. (See Board Rule 1.2A(13); Union Memorandum at pages 5 – 10; Transcript at pages 14 – 15; 25; 33; 44 – 45). The Union presented the testimony of Colleen Gran, the individual hired by the Employer for the Office Manager position. Ms. Gran testified that she split her time equally between the Property Management and Legal departments of the Employer, performing such duties as sending out mail, managing office files, inspections, calendars, schedules (for Property Management) and logging routing slips, greeting people and scanning and photocopying (Legal). (Transcript at page 14). The Employer's evidence failed to contradict Ms. Gran's description of her duties.<sup>1</sup> In fact, the Employer confirmed that Ms. Gran only performed routine office type work functions from the commencement of her employment (during the initial training period) to the time of

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<sup>1</sup> The Board acknowledges that the Employer asserted the Office Manager position was confidential in nature and, therefore, should be excluded from the Union. However, and as will be discussed in more detail by the Board, the evidence presented by the Employer demonstrated that Ms. Gran, as the Office Manager, did not perform any duties or tasks or exercise any judgment that was consistent with the Board's application of the definition of confidential employee as found in the Board's Rules and Regulations or case law (Board Rule 1.2A(13); *Barrington School Committee v. Rhode Island State Labor Relations Board*, 608 A.2d 1126 (R.I. 1992)).



the hearing before the Board. (Transcript at pages 57 – 60; 65; 77). While the Employer argues that the Office Manager position was established to be a confidential position, the evidence before the Board is that the Employer never allowed Ms. Gran to perform any confidential work associated with labor relations.

D. Similarity in the qualifications, skills, and training of the employees

Ms. Gran briefly testified to her educational background. (Transcript at page 12). However, the Union did not introduce before the Board any evidence that Ms. Gran's educational background, while appropriate for the Office Manager position, was also similar to the education, training, skills or qualifications of bargaining unit members. Thus, in the Board's viewing of this factor, there was insufficient evidence presented by the Union to support the application of this factor.

E. Frequency of contact or interchange among employees

Ms. Gran testified, as previously noted, that she works in both the Property Management department and the Legal department. (Transcript at pages 21 – 23; 26 – 27). She was a bit uncertain in her testimony as to whether she worked with other bargaining unit members when performing her duties. However, it was eventually clarified that when Ms. Gran is working in Property Management, she is working alongside bargaining unit members. (Transcript at pages 27 – 28). The Employer did not dispute this community of interest argument. There was no dispute among the parties that there are no Union members working in the Legal department. (Transcript at pages 77 – 78).

F. Geographic proximity

As with the above discussed community of interest factor (frequency of contact or interchange), the evidence before the Board is that Ms. Gran, in the position of Office Manager, spends at least half her working time in close proximity with bargaining unit members. (Transcript at pages 27 – 28). The Employer did not challenge this evidence.

G. Continuity or integration of production processes

There was no dispute between the Union and the Employer that all employees of the Employer must adhere to and comply with the Employer's mission.

H. Common supervision and determination of labor relations policies

The Union did not present any evidence to the Board regarding whether common supervision exists between bargaining unit members and the Office Manager position. Obviously, at some point, all employees report to the department supervisor (see Investigative Report), but the Union did not show that the supervisor for whom the Office Manager works, at least in the Legal department, is shared with other bargaining unit members. Therefore, the Board was unable to conclude that the Union had presented sufficient evidence to show the application of this community of interest factor to this case.



I. Relationship to the administrative organization of the employer

The Union and the Employer did not dispute that members of the bargaining unit are employed by the Employer and are subject to the personnel rules of the State of Rhode Island.

J. The history of collective bargaining

The Union and the Employer did not dispute that the Union has a long bargaining history with the Employer.

K. The desires of the affected employees

The evidence provided to the Board regarding this factor showed that, initially, Ms. Gran was unsure about wanting to affiliate with or become a member of the Union. However, at the time of the hearing before the Board, Ms. Gran confirmed that she would like to become a member of the Union. (Transcript at page 16). The Employer did not dispute this evidence.

L. The extent of union organization within the employer's ranks

There is no dispute between the parties that the Employer's organization is heavily unionized.

In reviewing the Community of Interest factors, it is apparent to the Board that the evidence supports the Union's contention that a community of interest exists between the bargaining unit and the Office Manager position. In reviewing all the reliable and probative evidence presented, the Board is convinced that, regarding the assessment of the Community of Interest factors, a majority of the factors support the Board's finding that the Office Manager position belongs in the bargaining unit.

One aspect of the Community of Interest test that is particularly important to the instant question before the Board involves the similarity of the work performed by the disputed position when compared with positions in the unit to which it may be accreted. In the present case, the Employer claims that the Office Manager position is a confidential position. However, the Union claims that the position is incorrectly classified as non-union and confidential and that the duties of the position are more closely aligned with duties and responsibilities of positions in the bargaining unit. (See, for example, the Union's Memorandum at page 4 and case law cited therein).

Under the Board's Rules and Regulations at 1.2A(13), a Confidential employee is defined as follows:

"Confidential employee" means those employees who assist and act in a confidential capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations, or those employees who, in the course of their duties, regularly have access to confidential information concerning anticipated changes, which may result from collective bargaining negotiations.

In the instant case, while the Union attempted to prove that John Iglioizzi, the Employer's Chief of Staff and Administrative Director of Legal Services and supervisor to the Office



Manager position, was not an individual who formulates or effectuates management policies in the field of labor relations, it is apparent to this Board that effort was not successful. (Compare Transcript at pages 29 – 31 with pages 39 – 41; see also Transcript at pages 43; 47 – 50). The evidence before the Board demonstrates that Mr. Iglioizzi's duties and responsibilities fit the Board's definition of an individual "who formulate[s], determine[s], and effectuate[s] management policies in the field of labor relations..." Board Rule 1.2A(13). However, it is equally clear to this Board that Ms. Gran, during her employment as the Office Manager, performed no duties or functions that assisted in any manner or form Mr. Iglioizzi in the performance of his labor relations duties and responsibilities. In fact, the Employer made clear in its testimony before the Board that it didn't allow Ms. Gran to perform any confidential functions associated with labor relations starting immediately upon learning of the Union's accretion petition. (Transcript at pages 58 – 60). Similarly, the Employer did not allow Ms. Gran, as the Office Manager, regular access to confidential labor relations information involving collective bargaining. (Transcript at pages 60; 65). While keeping Ms. Gran from performing or assisting in confidential labor relations duties or having access to confidential collective bargaining information was certainly the Employer's prerogative, its actions also demonstrate that the Office Manager was not a "confidential employee" as that term is defined in both the Board's Rules and Regulations or in the case law. (Board Rule 1.2A(13); *Barrington School Committee v. Rhode Island State Labor Relations Board*, 608 A.2d 1126 (R.I. 1992).

In the *Barrington School Committee* decision, the Supreme Court was presented with the question of whether two (2) secretarial positions were appropriate to be excluded from a newly certified bargaining unit. As is relevant to the instant case, the Court addressed whether the secretarial positions in question were confidential employees under the Board's Rules and Regulations definition. In examining the Board's "labor nexus test" the Court first noted that the "supervisor of the employee whose status is under consideration must have ongoing responsibility for developing labor policy." *Barrington School Committee*, 694 A.2d at page 1136. As the Court noted, this responsibility cannot be routine, but must "operate at a higher level" and exercise some "tangible influence ... on the development of labor policy..." *Barrington School Committee*, 694 A.2d at page 1136. As to the question of the confidential work relationship between employee and supervisor needed to demonstrate conformance with the exclusion, the Court noted as follows:

Casual access to labor-related information is not enough to disqualify an employee from belonging to a bargaining unit. For example, the mere typing of or handling of confidential labor relations material does not, without more, imply confidential status. *United States Postal Service*, 232 N.L.R.B. 556 (1978); *Ernst & Ernst National Warehouse*, 228 N.L.R.B. 590 (1977). The employee at issue must have regular and considerable access to such confidential information as a result of his or her job duties.



The scope of the exclusionary rule does not extend to employees who have such access on an occasional, substitute, or overflow basis.

*Barrington School Committee*, 694 A.2d at page 1137.

In the present case and as discussed in more detail below, the evidence before the Board is clear that Ms. Gran, in her role as the Office Manager, did not have the type of confidential relationship with Mr. Iglioizzi that satisfies the definition of “confidential employee” as set forth in the Board’s Rules and Regulations.

The Employer, through Mr. Iglioizzi’s testimony, has attempted to argue that the position of Office Manager was created to be a confidential assistant to Mr. Iglioizzi in the performance of his labor relations duties and to have access to confidential labor relations information through the so-called S-drive. (Transcript at pages 51 – 52; 74 – 75). The Board has thoroughly reviewed the evidence before it and is unable to discern any corroboration regarding Mr. Iglioizzi’s claims that the Office Manager position was to be confidential as that term is used in the Board’s Rules and Regulations. (Board Rule 1.2A(13)). First, a review of the Office Manager job description (Respondent Exhibit 1A) reveals nothing to suggest that the position was confidential in nature, let alone confidential with specific regard to labor relations matters. Mr. Iglioizzi attempted to explain away this discrepancy by indicating that the job description was “a typical State document where the Office Manager position is a general statement,” and that it is during the “interview process” where more detail is explained regarding the position. (Transcript at page 75, lines 18 – 23). A review of the job description (and the job posting – Respondent Exhibits 1 and 1A) reveals a very generic set of statements regarding the position. In fact, the job description reads more like a supervisory job than a confidential position. More to the point, there is not a single mention of either confidentiality or labor/labor relations/negotiations, etc. in the job description or job posting. The Board, frankly, finds this omission to be in stark contrast to Mr. Iglioizzi’s testimony. In the Board’s view, if the real intent of the Employer was to have the Office Manager position be truly a confidential employee assisting in labor relations and/or having access to confidential collective bargaining information, this information would have at least been included in the job posting (Respondent Exhibit 1).

Equally as troubling to the Board is the Employer’s apparent misunderstanding or misinterpretation of the term “confidential employee” as defined in the Board’s Rules and Regulations. (Board Rule 1.2A(13)). In reviewing Mr. Iglioizzi’s testimony regarding the confidential nature of the Office Manager position, the Board notes that the testimony is replete with references and statements to confidentiality from an attorney/client perspective. (Transcript at pages 51 – 52; 55; 59 – 60; 63 – 64; 68 – 71). While certainly important, legal confidentiality of the type an attorney is obligated to uphold when representing a client is distinctly different from what the term “confidential employee” means in the labor context. Though Mr. Iglioizzi asserted that Ms. Gran, as the Office Manager, would be working with him on labor relations related issues if the Board



were to rule in favor of the Employer, in the Board's view there is simply no evidence to support this position and, significantly, even Mr. Igliozi's own words appear to contradict his claims. As previously noted, once Mr. Igliozi became aware that the Union had filed the accretion petition, "all training had to stop in the Legal aspect in particular, because at that time, the entire Legal office now became legally compromised." (Transcript at pages 58 – 59). In fact, there is more than sufficient evidence for the Board to find that no "confidential employee" work (as that term is defined by the Board in its Rules and Regulations) was performed by Ms. Gran in her Office Manager position. (Transcript at pages 25 – 26; 44 – 45; 65).

Another aspect of the confidentiality argument that does not support, in the Board's view, the Employer's claims in this matter revolves around the interpretation of language contained in the hiring justification memorandum. (Respondent Exhibit #2). As the Employer pointed out, the hiring justification memorandum states, in relevant part, that Ms. Gran "understands the confidentiality of this position." (Respondent Exhibit #2). The hiring justification memorandum was generated by one (1) of the two (2) individuals who interviewed Ms. Gran for the Office Manager position. (See Transcript at pages 53 – 55). While the memorandum certainly states that Ms. Gran understood "the confidentiality" of the position for which she was interviewing, there is no explanation in the memorandum as to what type of "confidentiality" she understood. (Transcript at pages 17 – 19).<sup>2</sup> The Board was not presented with the questions Ms. Gran was asked during her interview to see whether confidentiality regarding labor relations was discussed.<sup>3</sup> Similarly, neither of the individuals who interviewed Ms. Gran were called by the Employer to testify regarding what was discussed during the interview and, most importantly, whether confidentiality in the context of assisting someone who formulates or effectuates policies in the field of labor relations or in regularly having access to confidential information concerning collective bargaining negotiations was discussed or mentioned. The failure to have either of the interviewers provide evidence before the Board, while obviously solely within the Employer's control, leads the Board to conclude that confidentiality in the labor relations context was not discussed or even mentioned during Ms. Gran's interview.

For all of the above stated reasons, the Board finds that the position of Office Manager is not a confidential position as that term is applied in the Board's Rules and Regulations and the position should be placed in the Union bargaining unit.

### **FINDINGS OF FACT**

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<sup>2</sup> As the Board has previously noted, Mr. Igliozi, when questioned about the lack of any mention in the Office Manager job posting or job description to assisting with labor relations or access to collective bargaining information, testified that it was during the interview process where the details of the position are explained. (See Transcript at page 75). However, the Employer presented no evidence to the Board regarding the interview process or the discussions had during the interview.

<sup>3</sup> The Board has already noted elsewhere in this decision that nowhere in either the Office Manager job posting or the job description (Respondent Exhibits 1 and 1A) was there any mention or reference to labor relations, assisting in the labor relations field, access to collective bargaining information or any language that remotely suggested the Office Manager position would perform duties consistent with the term "confidential employee" as defined in the Board's Rules and Regulations. (Board Rule 1.2A(13); see also Transcript at pages 74 – 76).



1. 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.

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

3. The Union is the certified representative for all "eligible employees within Office of Director (Administrative Section), Public Works Division, Highway Engineering Services, Highway Planning Services, Administrative Adjudication, including professional employees, but excluding top supervisory employees."

4. The Union has been the exclusive representative of the above-described bargaining unit at the RI Department of Transportation since 1977.

5. In or around June 2023 the Employer posted for hire the position of Office Manager in the Administrative Services/Property Management division. The position was posted as a non-union position.

6. After the position was posted, the Employer accepted applications and interviewed five candidates for the position. After the completion of the interviews, a hiring justification was prepared. One of the candidates interviewed, Colleen Gran, was recommended for the Office Manager position.

7. Ms. Gran was hired and began working for the Employer on September 24, 2023.

8. Approximately one (1) month after Ms. Gran started her employment with the Employer, the Union, on October 26, 2023, filed an accretion petition, seeking to have the Office Manager position occupied by Colleen Gran placed into the bargaining unit.

9. A majority of the community of interest factors presented by the Union align with having the Office Manager position placed in the Union's bargaining unit.

10. The Office Manager position neither regularly assists someone who formulates, determines or effectuates management policies in the field of labor relations or regularly has access to confidential information concerning collective bargaining negotiations

### **CONCLUSIONS OF LAW**

1. The Union has demonstrated by a fair preponderance of the evidence that the Office Manager position is improperly classified as a confidential position and, instead, should be placed in the IFPTE, Local 400 bargaining unit.

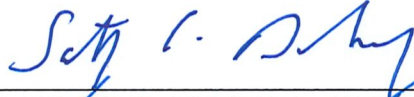
2. The Employer is hereby ordered to post a copy of this Decision and Order for a period of not less than sixty (60) days in each building where bargaining unit personnel work, said posting to be in a location where other materials designed to be seen, read and reviewed by bargaining unit personnel are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



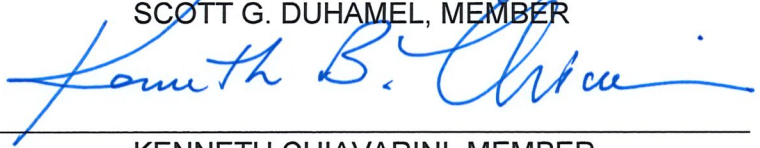
RHODE ISLAND STATE LABOR RELATIONS BOARD



WALTER J. LANNI, CHAIRMAN



SCOTT G. DUHAMEL, MEMBER



KENNETH CHIAVARINI, MEMBER



HARRY F. WINTHROP, MEMBER



STAN ISRAEL, MEMBER



LAWRENCE PURTILL, MEMBER

ENTERED AS AN ORDER OF THE  
RHODE ISLAND STATE LABOR RELATIONS BOARD

Dated: September 10, 2025

By:   
THOMAS A. HANLEY, ADMINISTRATOR



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
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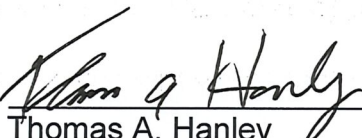
**NOTICE OF RIGHT TO APPEAL AGENCY DECISION  
PURSUANT TO R.I.G.L. 42-35-12**

Please take note that parties aggrieved by the within decision of the RI State Labor Relations Board, in the matter of Case No. EE- 3115, dated September 9, 2025, may appeal the same to the Rhode Island Superior Court by filing a complaint within thirty (30) days after **September 10, 2025**.

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

Dated: September 10, 2025

By:

  
Thomas A. Hanley  
Administrator