STATE OF RHODE ISLAND
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

IN THE MATTER OF: RHODE ISLAND STATE LABOR RELATIONS BOARD -AND- STATE OF RHODE ISLAND – DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES	:	CASE NO. ULP-6392, ULP- 6394 & ULP-6395

DECISION AND ORDER

TRAVEL OF CASE

The above-captioned 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 State of Rhode Island - Department for Children, Youth and Families (hereinafter "Employer") based upon three Unfair Labor Practice Charges (hereinafter "Charge" or "Charges") dated December 18, 2023, January 3, 2024 and January 4, 2024 and filed by the Rhode Island Alliance of Social Workers, Local 580, SEIU (hereinafter "Local 580").

The initial Charge, ULP-6392, alleged as follows:

> In early December, Service Employees International Union (SEIU) 580 became aware of an agreement between Council 94 and DCYF to change the schedule for Child Support Technicians ("CST"). On December 6, 2023 SEIU 580 President Matthew Gunnip sent an e-mail to DCYF Director Ashley Deckert, among others, requesting a meeting to discuss how the CST schedule change directly impacts the terms and conditions of local 580 members' employment. On December 12, 2023, President Gunnip sent a letter to DCYF Director Ashley Deckert and Cheryl Mammone, deputy personnel administrator-labor relations for the Department of Administration, State of Rhode Island ("DOA"), demanding to bargain over the impact of the changes to support staff scheduling to local 580's members, "including making it voluntary for support staff (CSTs) to work on the weekend." The letter detailed how the changes to CSTs schedules directly impact the terms of conditions of employment for social caseworkers and casework supervisors (both positions in Local 580's bargaining unit). The letter also contained an information request connected to the demand to bargain to "investigate further the impact of the proposed schedule changes on our collective bargaining unit." On December 13, 2023, Deckert sent an e-mail to all

DCYF staff advising them of the agreement they entered into with Council 94 to change CST schedules as part of a pilot program. On the same date, Mammone responded to Gunnip's December 12, 2023 letter informing him that she will not provide the requested information because the information relates to Council 94 members. Further, she suggested waiting until after the schedule change is implemented on January 1, 2024 to discuss any impact on local 580's bargaining unit. President Gunnip responded, on the same day, informing Mammone that the local 580 is not required to wait until the schedules have changed to request information and bargaining. Gunnip asked that the requested information be provided within 72 hours. "We expect the State will not implement this program [i.e. the schedule changes] until we have had an opportunity to bargain." On December 14, 2023, DCYF administration informed local 580 members that 580 members could face discipline if they provided information regarding the schedule change to local 580 union leadership. By refusing to bargain, refusing to provide relevant information and threatening members with discipline for engaging in protected, concerted activity, the State (through DCYF) has violated R.I.G.L. 28-7-13.

The second Charge, ULP-6394, alleged as follows:

On December 21, 2023, several members of Local 580's bargaining unit at DCYF sent a letter ("the letter') to DCYF Director Ashley Deckert in response to her December 13, 2023 e-mail "announcing abrupt schedule changes for child support technicians." The letter listed six (6) negative ramifications resulting from the unilateral schedule change and asks that "the January 1, 2024 implementation of reducing support staff scheduled for weekend parent-child visitation" be postponed. The letter was signed by 118 members of Local 580. On December 26, 2023, Deckert forwarded the letter (containing the 118 signatures, which the signatories intended to be confidential) to Council 94's president at DCYF Richard Collum, copying the signatories to the letter. Upon receipt of the letter, Collum responded to Deckert, copying the signatories to the letter, and threatening the signatories with legal action. He also threatened to attempt to undo an agreement made between Local 580 and DCYF regarding flex time for Local 580 members. Local 580 Union President Matt Gunnip then e-mailed Deckert informing her that Collum's e-mail is creating confusion and a false narrative that could encourage division between the Union. "It appears that the Department may have enabled Mr. Collum's communication today to our members." Deckert's Chief of Staff, Misty Delgado, responded that she forwarded the letter to Collum because "his members [were included] as signatories." This is false;

every signatory of the letter was a member of Local 580's bargaining unit, not Council 94's. By colluding with another union to retaliate against members of Local 580 for voicing their concerns about DCYF's unfair labor practices, DCYF has violated R.I.G.L. 28-7-13 (3) (5) (8) and (10).

The final Charge, ULP-6395, alleged as follows:

On December 18, 2023, SEIU 580 ("SEIU 580" or "the Union") filed a ULP charge against DCYF for refusing to bargain and refusing to provide relevant information relating to a schedule change impacting bargaining unit members. (see ULP charge No. 6392). On December 20, 2023, DCYF Director Ashley Deckert, through her Chief of Staff, Misty Delgado, sent an e-mail to all DCYF staff, including Local 580's bargaining unit members, regarding the unilateral schedule change, which she refers to as the "CST schedule change pilot." In the e-mail, she writes, "[i]f you find that this change directly impacts you and you want to inform your leadership, please provide a specific example about how this may impact you individually and we will attempt to assess and mitigate your concerns as the pilot is implemented. To have a centralized place for your communications related to this pilot, please send communications to Misty Delgado's [e-mail address]." On December 22, 2023, Local 580 President Matt Gunnip sent an e-mail to Deckert informing her that the December 20, 2023 e-mail in which she solicits members' views on changes to their terms and conditions of employment, while refusing to bargain with Local 580, is a ULP. The Union requested that Deckert retract her request for direct feedback from union members on the impact of the schedule change and no longer directly solicit members' views regarding DCYF's plan to unilaterally change their terms and conditions of employment. The same day, Deckert responded: "you have already filed a grievance in reference to our agreement with a completely separate union. We shall follow through on engaging that issue, through the grievance process." Notably, there is no grievance pending. Deckert goes on to say that her "offering" to collect feedback from members and directly address their concerns regarding changes to their terms and conditions of employment "is not an impediment of the union and your ability to address the concern(s) of your members." By directly soliciting members' views regarding proposed changes to their terms and conditions of employment, offering to assess and mitigate members' concerns, while simultaneously refusing to bargain with the union regarding the proposed changes, the State (through DCYF has violated R.I.G.L. §28-7-13(3) (5) (6) and (10).

On December 26, 2023, following the filing of ULP-6392, the Employer contacted the Board and requested that Council 94 be included in the informal hearing process for the matter as it had a vested interest in the outcome. On January 11, 2024, following the filing of ULP-6394, the Employer again contacted the Board and requested that Council 94 be included in the informal hearing process for the matter as it had a vested interest in the outcome. On January 16, 2024, Council 94 filed a Motion to Intervene. There were no objections to Council 94's Motion and the Board granted the Motion on February 19, 2024.

Each party was given an opportunity to submit written position statements and responses in each of the three (3) unfair labor practice cases as part of the Board's informal hearing process (Council 94 did not seek to intervene in ULP-6395). On February 22, 2024, the Board issued Complaints in ULP-6392 and ULP-6395. On April 19, 2024, the Board issued a Complaint in ULP-6394. In ULP-6392, the Board's Complaint alleged that the Employer violated R.I.G.L. §28-7-13 (3), (5), (6) and (10) when, through its representative, the Employer (1) refused to bargain with the Union over the impact of certain scheduling changes it agreed to make with another bargaining unit (Council 94) to the Child Support Technicians (CST) position had on the Union's bargaining unit members; (2) refused to comply with the Union's request for information regarding its impact bargaining demand concerning scheduling changes agreed to with another bargaining unit (Council 94) to the Child Support Technicians (CST) position; and (3) dominated and/or interfered with the administration of the Union when it threatened certain bargaining unit personnel with discipline if they were to share certain information with the Union; and (4) attempted to discourage membership in the Union when it threatened certain bargaining unit personnel with discipline if they were to share certain information with the Union.

In ULP-6394, the Board's Complaint alleged that the Employer violated R.I.G.L. 28-7-13 (3), (5), (8) and (10) when, through its representative, the Employer (1) forwarded a letter it received from several members of the Local 580 bargaining unit, the letter seeking to have the Employer postpone implementation of a "pilot program" it had previously announced that unilaterally changed the work schedule of bargaining unit personnel, to the president of the Council 94 local which resulted in the local president threatening legal action against members of Local 580, which the Employer knew or believed would occur in an effort to silence Local 580 members and interfere with their protected concerted rights; and (2) forwarded a letter it received from several members of the Local 580 bargaining unit, the letter seeking to have the Employer postpone implementation of a "pilot program" it had previously announced that unilaterally changed the work schedule of bargaining unit personnel, to the president of the Council 94 local which resulted in the local president threatening legal action against members of Local 580, which the Employer knew or believed would occur, in an effort to discourage membership in Local 580; and (3) forwarded a letter it received from several members of the Local 580 bargaining unit, the letter seeking to have the Employer postpone implementation of a "pilot program" it had previously announced that unilaterally changed

the work schedule of bargaining unit personnel, to the president of the Council 94 local which resulted in the local president threatening legal action against members of Local 580, which the Employer knew or believed would occur, in an effort to interfere with the administration of Local 580; and (4) forwarded a letter it received from several members of the Local 580 bargaining unit, the letter seeking to have the Employer postpone implementation of a "pilot program" it had previously announced that unilaterally changed the work schedule of bargaining unit personnel, to the president of the Council 94 local which resulted in the local president threatening legal action against members of Local 580, which the Employer knew or believed would occur, in an effort to prevent members of Local 580 from exercising their protected concerted rights through their testimony in a pending unfair labor practice case.

Finally, in ULP-6395, the Board's Complaint alleged that the Employer violated R.I.G.L. 28-7-13 (3), (5), (6) and (10) when, through its representative, the Employer (1) unilaterally instituted a pilot program that changed the work schedule of bargaining unit personnel and then communicated directly with bargaining unit members soliciting their input regarding the schedule change; and (2) unilaterally instituted a pilot program that changed the work schedule of bargaining unit personnel, then communicated directly with bargaining unit members soliciting their input regarding the schedule change and refused to retract or cease and desist its direct contact with bargaining unit members after being requested to do so by the Union; and (3) unilaterally instituted a pilot program that changed the work schedule of bargaining unit personnel, communicated directly with bargaining unit members soliciting their input regarding the schedule change and refused to bargain with the Union over the proposed schedule change; (4) by unilaterally instituting a pilot program that changed the work schedule of bargaining unit personnel and then communicating directly with bargaining unit members to solicit their input regarding the schedule change, has dominated and/or interfered in the administration of the Union; and (5) by unilaterally instituting a pilot program that changed the work schedule of bargaining unit personnel and then communicating directly with bargaining unit members to solicit their input regarding the schedule change, has attempted to discourage membership in the Union.

On March 6, 2024, Local 580 requested that ULP-6392 and ULP-6395 be consolidated due to the common questions of law and fact in each case. Thereafter, on March 8, 2024, the Board received a motion from the parties (the Employer, Local 580 and Council 94) assenting to the consolidation of all three unfair labor practice cases. On April 16, 2024, the Board accepted the Motion to Consolidate ULP-6392, ULP-6394 and ULP-6395.

Prior to the commencement of the hearing, the Board received from the Intervenor, Council 94, on June 5, 2024, a Motion to Quash Local 580's subpoena or, in the alternative, a Motion for a Protective Order. On June 6, 2024, the date scheduled for the first hearing before the Board, Local 580 filed a Motion seeking to livestream the Board's hearings in this matter. The Board addressed both of these issues at the June 6 hearing. As to Council 94's Motions, the Board directed the parties to submit their objections and

positions to the Motions by July 8, 2024. As to Local 580's Motion seeking to livestream the Board's hearings, since this was an issue of first impression for the Board, the Board asked the parties to submit memoranda of law as to their respective positions. The Board received memoranda of law from the parties on June 26, 2024 on the livestreaming Motion and issued a decision on August 13, 2024.[1] The Board received memoranda from the parties on July 8 regarding their respective objections and positions concerning Council 94's Motions concerning the subpoena issued by Local 580. On August 13, the Board issued its decision denying each item contained in Council 94's Motions. Notwithstanding the procedural wrangling between the parties, the Board held formal hearings beginning on June 19, 2024, and continuing thereafter on November 14, 2024, March 19, 2025, April 14, 2025, April 22, 2025 and May 30, 2025, at which times all parties were given the opportunity to present and cross-examine witnesses and submit exhibits. Post-hearing briefs were filed by the Employer, Local 580 and the Intervenor on September 25, 2025. 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 Local 580's claim of several unfair labor practices committed by the Employer involving the Employer's agreement with another union, Council 94 (hereinafter "Intervenor"), to modify the work schedules of Child Support Technicians ("CST"). Initially, Local 580 alleged that the Employer had violated the State Labor Relations Act (hereinafter "Act") by failing to bargain with Local 580 over the effects of the CST changed work schedules agreement on Local 580 members, by failing to timely respond to Local 580's request for information related to the CST changed work schedules and by threatening Local 580 members with discipline if they shared information with Local 580 (ULP-6392). Thereafter, Local 580 alleged that the Employer colluded with Council 94 in an attempt to silence members of Local 580 (ULP-6394). Finally, Local 580 alleged that the Employer engaged in direct dealing with Local 580 bargaining unit members (ULP-6395). The Employer has denied the allegations brought by Local 580 in the various unfair labor practice charges.

The Employer and Local 580 are subject to a collective bargaining agreement.[2] While the underlying basic facts of the case before the Board are not generally in dispute between the parties, the interpretation and impact of the facts and the actions taken by the parties are certainly contested. This matter has its genesis in late 2023 and early 2024 when the Employer engaged in discussions with the Intervenor (Council 94) that eventually would lead to an Agreement allowing CSTs to alter their work schedules so that they would not have a regularly scheduled Saturday or Sunday on their work

[1] The Board, in a written decision, denied Local 580's request to livestream the hearings, but did authorize the ability of parties to engage in audio and/or video recording of formal Board hearings.

[2] While there is no dispute between the parties that they are subject to a collective bargaining agreement, no contract document was submitted to the Board as an exhibit in the present case.

schedule. The Agreement (Petitioner Exhibit 2 and hereinafter referred to as the "CST Agreement"), which was entered into by the Employer and the Intervenor on or about January 10, 2024, was originally designed to be for a 90-day trial period. (See Petitioner Exhibit 2 at pages 1 – 2, paragraph #2).[3] Local 580 became aware of the Employer's intention to enter into an Agreement with the Intervenor to change the work schedules of CSTs in early December 2023. (Tr. Vol. IV at page 294). The Employer did not notify Local 580 of this pending change to the work schedules of CSTs. (Tr. Vol. I at pages 88; 93; Tr. Vol. IV at page 304; see Petitioner Exhibit 4). Upon learning of the CST Agreement, Local 580's President, Matt Gunnip, sent an email to the Employer's Director, Ashley Deckert, requesting a meeting to discuss the pending CST Agreement and how the change to the CSTs schedule might impact the work of Local 580 members. (Joint Exhibit 4). The Employer responded that it would add Local 580's request to the next regularly scheduled labor-management meeting. (Joint Exhibit 4). On December 11, 2023, the Employer and Local 580 discussed the Employer's pending CST Agreement at their regularly scheduled labor-management meeting. (See Petitioner Exhibit 5; Tr. Vol. I at pages 82 – 84). On December 12, 2023, Gunnip sent a letter to Deckert demanding to bargain "over the impact on our collective bargaining unit as to changes to support staff scheduling, including making it voluntary for support staff, Child Support Technicians (CST) to work on the weekend." (Joint Exhibit 5). This demand letter set forth several examples of how the pending schedule change could impact Local 580 members. (Joint Exhibit 5). In addition, the demand letter was accompanied by a lengthy request for information which asserted that the information was necessary "to investigate further the impact of the proposed schedule changes on our collective bargaining unit." (Joint Exhibit 5).

The next day, December 13, 2023, the Employer sent out an "All-Staff" email informing its employees of the CST Agreement with Council 94 (Intervenor) and that the 90 day trial period would be used to assess the impact of the CST Agreement on families and staff. (Joint Exhibit 7). Also, on December 13 the Employer received a "cease and desist" letter from Council 94 (Intervenor) prohibiting the Employer from releasing the information requested by Local 580 without Council 94's consent (Joint Exhibit 6). The Employer forwarded Intervenor's "cease and desist" letter to Gunnip and notified him that the Employer would not be providing the information requested by Local 580. (Joint Exhibit 8). In addition, the Employer declined Local 580's request for effects bargaining noting that in the absence of any evidence to show that the CST Agreement had an impact on Local 580 members there were no "effects" over which to bargain. (Joint Exhibit 8). The Employer did, however, assure Local 580 that if the implementation of the CST Agreement showed any effect on Local 580 members the Employer would address those issues. (Joint Exhibit 8). Local 580 responded to this communication by reminding the Employer that its prior letter had outlined how the CST Agreement was

[3] The undisputed evidence before the Board is that the so-called CST Agreement (Petitioner Exhibit 2) did not end after 90 days but has continued through to the present time. (See Tr. Vol. III at page 166; Tr. Vol. IV at page 236).

expected to impact the Local 580 bargaining unit and also addressed the apparent concerns set forth in the "cease and desist" letter by noting that the information requested by Local 580 "does not seek personally identifiable information [about Council 94 members] or any information that could not be redacted." (Joint Exhibit 9).

On December 14, the Employer held a meeting with some members of Local 580 regarding the implementation of the CST Agreement. (Tr. Vol. V at page 412 – 421; Petitioner Exhibits 8 and 9). The discussion appeared to focus on the Intervenor's "cease and desist" letter and the potential impact on Local 580 members if they were to discuss the CST Agreement or the CST work schedule changes with Local 580. (Tr. Vol. V at pages 424 – 426; Petitioner Exhibit 9).

Notwithstanding Local 580's demand for effects bargaining and its request for information, the Employer did not engage in bargaining with Local 580 nor did it provide Local 580 with the requested information. (Tr. Vol. I at pages 98 – 99). Receiving no response to its entreaties, on December 18 Local 580 filed its initial unfair labor practice charge (Joint Exhibit 1, ULP-6392).

On December 20, the Employer sent another "All-Staff" email notifying the employees that implementation of the CST Agreement (the so-called pilot program) was scheduled to begin in January 2024. (Joint Exhibit 10). The email stated that no negative impact was anticipated with the implementation of the CST Agreement and "there would be no reduction in weekend visitation support" nor would there be an increased demand placed on "caseworkers and supervisors." (Joint Exhibit 10). Further, the email asked employees to contact the Employer's Chief of Staff, Misty Delgado, with any examples of problems that might arise as a result of the implementation of the CST Agreement. (Joint Exhibit 10).

On December 22, over 115 Local 580 members signed a letter to the Employer expressing their concerns about the implementation of the CST Agreement/pilot program. (Joint Exhibit 14). The letter identifies six (6) separate areas where the signatories assert a negative impact will occur if the CST Agreement is put into place as previously announced by the Employer. (Joint Exhibit 14). The letter closes with a plea that the Employer "postpone the January 1, 2024 implementation of reducing support staff scheduled for weekend parent-child visitation. Before implementing support staff schedule changes, we ask that you engage with Social Caseworkers, Casework Supervisors and our union leadership." (Joint Exhibit 14 at page 2). On December 26, the Employer responded to Local 580's letter with an email to all the signatories to the letter. (Joint Exhibit 15).[4] The Employer's response asserted that "all visits for all regions" had been scheduled to be covered by CSTs and noted the following:

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[4] In reviewing the letter (Joint Exhibit 14), the Employer believed that one of the signatories was a member of Council 94. (Tr. Vol. III at page 200). Thus, the Employer included Richard Collum, the President of the local union representing Council 94 (Intervenor) members working for the Employer in its response to the letter. (See Joint Exhibit 15). This issue will be discussed in full in Section D below.

> If staff find that this change directly impacts them and they want to inform Department leadership, they can provide a specific example about how this has impacted them individually and we will attempt to assess and mitigate those concerns as the pilot is implemented.
>
> Joint Exhibit 15 at page 3.

In addition to the above, Intervenor's local union president decided to send an email to all the signatories of the Local 580 letter setting forth his thoughts regarding the CST Agreement and the concerns about scheduling raised by Local 580 members. (Joint Exhibit 16). Some members of Local 580 testified that the email from Intervenor's local union president was "threatening" and that they were concerned about retaliation for expressing their views regarding the CST Agreement. (Tr. Vol. IV at pages 249 – 250; 330 – 333). The Employer did not initially publicly disavow or rebuke Intervenor's local union president's email. However, on December 26 Local 580 did respond, noting among other things that the email "is creating more confusion and a false narrative that could encourage division among the unions." (Joint Exhibit 17).

On December 27, the Employer responded to Local 580's December 26 email, noting its agreement that "creating confusion and a false narrative is not an appropriate approach to any problem, [and] we do not support that approach when it is utilized by anyone." (Joint Exhibit 18). The Employer went on to state that its "goal is to increase communication…, improve responsiveness, and create a better work environment for everyone." (Joint Exhibit 18).

On January 3, 2024, Local 580 filed its second unfair labor practice charge, alleging that the Employer colluded with Council 94 to retaliate against members of Local 580. (Joint Exhibit 2, ULP-6394).

On January 4, 2024, Local 580 filed its third unfair labor practice charge, alleging that the Employer violated the Act by directly soliciting the views of Local 580 members regarding the impact of the implementation of the CST Agreement. (Joint Exhibit 3, ULP-6395).

On October 11, 2024, after this Board denied Council 94's Motion to Quash a subpoena duces tecum issued by Local 580 for the documents it had previously requested in December 2023, the Employer began to provide the requested documents. (Petitioner Exhibits 3 and 7).

POSITIONS OF THE PARTIES

Union:

As previously indicated, the Union claims that the Employer has violated the Act in at least five (5) separate situations. First, Local 580 alleges that the Employer has failed and refused to bargain with it over the effects of the implementation of the CST Agreement on Local 580 members. Second, Local 580 claims that the Employer failed and refused to provide it with relevant documents it had requested in order to be able to satisfy its

representative responsibilities regarding collective bargaining. Third, Local 580 claims that the Employer threatened members of its bargaining unit to prevent said members from exercising their legitimate concerted activity rights. (See Joint Exhibit 1). Local 580 also claims that the Employer has colluded with Council 94 in an effort to retaliate against members of Local 580. (See Joint Exhibit 2). Finally, Local 580 has alleged that the Employer engaged in directly soliciting the views of Local 580 members regarding the impact of the implementation of the CST Agreement. (See Joint Exhibit 3).

Employer:

In contrast to the Union, the Employer argues that its actions regarding the negotiation and implementation of the CST Agreement and its interactions with Local 580 on the subject were not in violation of the Act. Initially, the Employer asserts that it did not have an obligation to bargain with Local 580 over the effects of the CST Agreement because the alleged effects on Local 580 members were purely speculative. Second, the Employer claims that it did not have an obligation to provide Local 580 with the documents it requested because they were not necessary for Local 580 to perform its duties as the certified representative of its members working for the Employer, because the documents were subject to Intervenor's "cease and desist" letter and because the request was based on purely speculative harm or impact. The Employer further asserts that even if it had an obligation to provide the documents, since the Employer ultimately provided the documents to Local 580 the issue is moot. Next, the Employer argues that it did not threaten Local 580 members for attempting to engage in protected concerted activity. The Employer also contends that it did not collude with Council 94 in an effort to retaliate against Local 580 members. Finally, the Employer states that it did not engage in illegal direct dealing with members of Local 580 when it asked said members to report any problems they may encounter during the implementation of the CST Agreement.

DISCUSSION

The main issue before the Board involves the Employer's implementation of an Agreement (CST Agreement) with Intervenor (Council 94) to allow for CSTs to change their work schedules so as not to be scheduled to regularly work a weekend day without the Employer engaging in effects bargaining with Local 580 over the claimed impact of the CST schedule change on Local 580 members. In addition, Local 580 has raised issues concerning the Employer's failure to respond to a request for documents by Local 580, its alleged threats toward Local 580 bargaining unit members, its alleged collusion with the Intervenor to retaliate against Local 580 bargaining unit members and its alleged direct dealing with members of Local 580 all in violation of the Act. (See Joint Exhibits 1, 2 and 3). The Employer has denied the allegations brought by Local 580, asserting instead that its actions were legal and justifiable and not a violation of the Act.

A. The Employer Failed to Bargain with the Union

The initial allegation by Local 580 that the Employer violated the Act is the claim that the Employer failed to bargain with Local 580 over the effects of the implementation of the CST Agreement on Local 580 bargaining unit members (Joint Exhibit 1). The genesis of this claim originates around September/October 2023 when the Employer and the Intervenor first engaged in discussions around CSTs being able to change their then current work schedules. (Tr. Vol. I at page 92). CSTs (Members of the Intervenor's bargaining unit) and Social Caseworker IIs (hereinafter SC II; members of the Local 580 bargaining unit) work side by side in the Family Service Unit (FSU). (Tr. Vol. IV at page 229). The main work function of CSTs is assisting with visitations and transportation for children and families on any particular SC IIs caseload and supporting the SC IIs in doing their job. (Joint Exhibit 19; Tr. Vol. IV at pages 229; 293). SC IIs, on the other hand, work to support and case plan with families that require ongoing services with the Employer. (Joint Exhibit 20; Tr. Vol. IV at pages 226 – 228). Both CSTs and SC IIs are supervised by Casework Supervisors who are also members of the Local 580 bargaining unit. (Joint Exhibit 21; Tr. Vol. IV at page 229). There are four (4) regions in FSU and each region has generally nine (9) units with each unit having approximately five (5) CS IIs and one (1) CST assigned to the unit. (See Petitioner Exhibit 7; Tr. Vol. IV at pages 229; 293).

In the instant case and as mentioned above, the Employer and the Intervenor began discussions around modifying the work schedules of CSTs in the Fall of 2023. At the time of the discussions, most CSTs were scheduled to work at least one weekend day as part of their regular schedule. (Petitioner Exhibit 7). As part of the CST Agreement, CSTs would be allowed to change their days of work and hours of work "to Mondays through Fridays from 10:30 a.m. – 6:00 p.m." (Petitioner Exhibit 2). When Local 580 learned of these discussions and the proposed change in the CST work schedule, it immediately requested that the Employer engage in collective bargaining over the effects of the change on Local 580 bargaining unit members. (See Joint Exhibits 4 and 5). The Employer responded to Local 580's bargaining demands by rejecting the premise that there was an obligation to bargain because, according to the Employer, there were no effects or impact upon the Local 580 bargaining unit due to the change in hours being discussed between the Employer and the Intervenor (Council 94). (See Joint Exhibit 8; Tr. Vol. I at pages 98 – 99).

As the case law of this Board and the statutory law makes clear, an employer is required to negotiate with the exclusive representative of its employees over mandatory subjects of bargaining (*see Barrington School Committee v. Rhode Island State Labor Relations Board,* 388 A.2d 1369, 1374-75 (R.I. 1978); *School Committee of the City of Pawtucket v. Pawtucket Teachers Alliance AFT Local 930*, 390 A.2d 386, 389 (R.I. 1978); *Town of Narragansett v. International Association of Firefighters, Local 1589*, 380 A.2d 521, 522 (R.I. 1977); *Rhode Island State Labor Relations Board and Middletown School Department,* ULP-6257A, (September 9, 2020); *Belanger v. Matteson*, 346 A.2d 124, 136

(R.I. 1975)). As R.I.G.L. §28-7-2(c) makes clear, it is the policy of the State to allow and encourage bargaining over wages, hours and other working conditions between employees and employers. (See also R.I.G.L. §28-7-14; R.I.G.L. §28-9.7-4; §36-11-1).

In Rhode Island, R.I.G.L. §28-7-13 (6) makes it an unfair labor practice for an employer to "refuse to bargain collectively" with its employees' representative. Generally, an employer violates its bargaining obligation when it refuses to bargain with its employees' representative concerning wages, hours and other terms and conditions of employment, so-called mandatory subjects of bargaining. Much has been written on the subject of what constitutes a mandatory subject for bargaining. Mandatory subjects of bargaining are those subjects that address wages, hours and other terms and conditions of employment. The determination of whether an item is to be considered a mandatory bargaining subject has been discussed by the National Labor Relations Board (NLRB) and the United States Supreme Court on numerous occasions. Thus, for example, in *Ford Motor Company v. NLRB*, 441 U.S. 488 (1979), the Supreme Court described mandatory bargaining subjects as those subjects that are "plainly germane to the 'working environment'..." Similarly, our Supreme Court has recognized that items which are considered mandatory subjects of bargaining are subject to both negotiation and/or arbitration. *See Town of North Kingstown v. International Association of Firefighters, Local 1651, AFL-CIO*, 107 A.3d 304, 313 (R.I. 2015); *National Labor Relations Board v. Wooster Division of Borg-Warner Corp.* 356 U.S. 342, 349 (1958); *Barrington School Committee v. Rhode Island State Labor Relations Board, supra*; *School Committee of the City of Pawtucket v. Pawtucket Teachers Alliance AFT Local 930, supra*; and *Town of Narragansett v. International Association of Firefighters, Local 1589, supra*.

As this Board and the courts have made clear, a failure to bargain over a mandatory subject of bargaining constitutes an unfair labor practice and a violation of the Act (*See Rhode Island State Labor Relations Board v. City of East Providence, supra*; *Barrington School Committee, supra; School Committee of the City of Pawtucket v. Pawtucket Teachers Alliance AFT Local 930, supra;* and *Town of Narragansett v. International Association of Firefighters, Local 1589, supra)*.

In the present case, there is no dispute about whether mandatory subjects of bargaining were involved as work schedules and changes to working conditions of employees certainly constitute, in this Board's view, mandatory subjects of bargaining. However, in this case Local 580 is arguing that the Employer had an obligation to bargain over the effects of its decision to allow CSTs to change their work day and work hours because the schedule change had an effect (to listen to Local 580 it was a negative effect) upon the working terms and conditions of employment of its bargaining unit members. If Local 580 is correct, i.e. that the Employer's decision to change CST working hours had an effect on Local 580 bargaining unit members and their work schedules or work hours or how their job was performed, then the Employer's failure to engage in negotiations with Local 580 as requested would be a violation of the Act.

This Board has previously addressed an employer's obligation concerning effects bargaining in *Rhode Island State Labor Relations Board and Middletown School*

Department, ULP-6257 (September 9, 2020). In that case, the School Department made a decision to reorganize its maintenance and facilities area and argued that it had no obligation to bargain with the union over its decision. Recognizing that some decisions an employer makes are not subject to bargaining because they are at the core of the employer's entrepreneurial mission, as was the thrust of the decision by the Rhode Island Supreme Court in *Town of North Kingstown v. International Association of Firefighters, Local 1651 AFL-CIO,* 107 A.3d 304 (R.I. 2015), the Board also recognized that even if such a decision were within the employer's managerial authority, such authority is not without limits. As the Rhode Island Supreme Court pointed out in *Town of North Kingstown*, the employer and the union were locked in a collective bargaining battle over the employer's desire to change the structure of the fire department from four (4) platoons to three (3) platoons. In recognizing a union's right to bargain collectively regarding wages, hours, working conditions and all other terms and conditions of employment, the Court also noted that there were "certain matters that may not be bargained away by a public employer." (*Town of North Kingstown, Id.* at pg. 313). The Court noted "it is well established that there are certain "managerial decisions, which lie at the core of entrepreneurial control" over an organization."[5] (See *Town of North Kingstown, Id.* at 313; *Ford Motor Co. v. National Labor Relations Board,* 441 U.S. 488, 498 (1979) (quoting *Fibreboard Paper Products Corp.,* 379 U.S. at 223)). Regarding these types of decisions, the Court noted that a "union should [not] be able to dictate to the [employer]" because such "matters [are] strictly within the province of management." Citing *Barrington School Committee,* 388 A.2d at 1375; *Town of North Kingstown, Id.* at 314. However, the Court also noted that the employer's right to act upon these described management rights is not unlimited. Specifically, the Court noted that "when, as here, the problem involved concerns both a question of management and a term or condition of employment, it is the duty of the (employer) to negotiate with the [individuals] involved." *Barrington School Committee,* 388 A.2d at 1375; *Town of North Kingstown, Id.* at 314. The Court explained its reasoning further by citing the First Circuit Court of Appeals in *Providence Hospital v. National Labor Relations Board,* 93 F.3d 1012, 1018 (1st Cir. 1996) as follows:

> There is an important distinction between the right to bargain about a core entrepreneurial business decision (a right which a union does not possess) and the right to bargain about the effects of that decision on employees within a bargaining unit (a right which, depending upon the overall circumstances, a union may possess). [Put another way], even when a particular managerial decision is not itself a mandatory subject of bargaining, the decision's forecasted impact on … terms and conditions of employment may constitute a mandatory subject of collective bargaining.

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[5] In the present case, no argument or objection has been raised by Local 580 that the Employer's decision to enter into an agreement with the Intervenor to modify the work days and work hours of the bargaining unit members represented by the Intervenor was subject to bargaining. Instead, Local 580's focus has been on the effects of the decision on its bargaining unit members.

In other words, even a decision that constitutes a "core entrepreneurial business decision" will trigger an effects bargaining obligation where the decision touches on mandatory bargaining rights.

In the instant case, Local 580 has made, in the Board's view, a rather strong argument to support its claim that the Employer's failure and refusal to bargain over the effects of its decision to implement the CST Agreement was a violation of the Act. Initially, there is no dispute that Local 580 requested bargaining on several occasions and the Employer refused to bargain with Local 580 despite its demands. (Joint Exhibits 4 and 5; Joint Exhibit 8). In addition, Local 580 provided to the Employer a fairly lengthy list of concerns regarding the "negative ramifications" on Local 580 bargaining unit members of the new work schedules for CSTs. (See Joint Exhibits 5 and 14). Further, in meetings conducted between the Employer and Local 580 to discuss the CST Agreement, members of Local 580 referred to a number of areas in which their members would be negatively impacted by the implementation of the CST Agreement. (Tr. Vol. IV at pages 297 – 306; Petitioner Exhibit 5). At the time this information was presented to the Employer it was reasonable, in the Board's view of the evidence before it, for the Employer to anticipate that the change to CST work schedules would alter/change/modify how CS-IIs performed their job. (Tr. Vol. IV at pages 232; 234; 235 – 238; 240; 309 – 311; Joint Exhibits 7 and 14); see *Rhode Island State Labor Relations Board and State of Rhode Island Department of Corrections,* ULP-5439 (April 29, 2002) (where the Board noted, at page 4, that, "in order for the Employer to be bound to engage in additional "effects bargaining," there must be a reasonable expectation that there is, in fact, going to be an "effect" upon bargaining unit members.").

The main thrust of the Employer's defense that its refusal to bargain was not a violation of the Act centers on its argument that Local 580's claims were "purely speculative, ephemeral or too far removed from the underlying activity." (Employer Memorandum of Law at page 25 citing *Providence Hospital*, 93 F.3d 1012, 1019 (1st Cir. 1996)). The Employer argues that because Local 580 presented no evidence of actual harm to its bargaining unit members, the Employer has no obligation to bargain with Local 580 over speculative harm. The Employer attempts to support its position by noting a single line of testimony from a Local 580 vice-president that concerns about the impact on Local 580 members was "speculated upon" by Casework Supervisors as what "might occur if this change was made." (Tr. Vol. V at page 401).[6] The Employer also asserts that it "considered the possibility" that the CST Agreement might impact Local 580 and took steps to determine if such might occur and found that no "adverse

[6] To be clear, the "speculated upon" phrase was part of a question asked by Counsel for the Board who was inquiring of the witness how the concerns identified in Joint Exhibit 5 were developed. Thus, in response to Counsel's question "these are concerns that the supervisors speculated upon as might occur if this change was made?", the witness responded "So yes, at that time we didn't have any information. We just had the...what people had heard." (Tr. Vol. V at pages 401 – 402). In fact, this same witness had previously testified to a number of concerns Local 580 had with the change to CST work days and work hours including, for example, how the overtime procedure and process would change. (See Joint Exhibit 7; Tr. Vol. IV at pages 311; 313 – 320).

impact" awaited members of Local 580. (Employer Memorandum of Law at page 26; Tr. Vol. VI at pages 454 – 457; 481 – 487; see also Joint Exhibits 10 and 15).[7] While the Employer describes its efforts as "due diligence", the Board views this evidence as well-meaning but basically simply a self-serving attempt to justify its actions. For example, the Employer did not present any documentary evidence to substantiate its claims that no adverse impact on Local 580 members would occur, nor did it present the testimony of any of the regional administrators to corroborate their conversations that there would be no negative impact on the daily workload. Further, the Employer's assertions that Local 580 members provided no "feedback" regarding its concerns or the impact on its bargaining unit members is simply not plausible based on the testimony and evidence submitted before the Board. (Joint Exhibits 5 and 14; Tr. Vol. IV at pages 229 – 233; 235 – 236; 240 – 242; 311).

It is the Board's view, based on all the reliable and probative evidence presented during this case, that the Employer's refusal to engage in negotiations with Local 580 over the effects of the changes to the CST work day and work hours as codified in the CST Agreement to Local 580 bargaining unit members constitutes a violation of the Act.

B. Request for Information

As noted, this case also involves whether the Employer was obligated to produce information that the Union requested and claimed was relevant to its administration of the contract and, specifically, its representation of members of the bargaining unit who were impacted by the implementation of the CST Agreement. (See Joint Exhibit 5). Generally, a request by a union for documents regarding its administrative responsibilities under a collective bargaining agreement is a request with which this Board has previously determined an employer must comply. (See *City of Cranston*, ULP-5744 and *Rhode Island State Labor Relations Board and State of Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*, ULP-6261/6270 (August 24, 2021)).

The matter of whether an employer must provide a union with requested information that the union claims is relevant to its responsibility to administer the contract is an issue that this Board, the NLRB and the United States Supreme Court have all previously addressed. *See 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 information needed by a labor union for the proper performance

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[7] The Employer provided testimony that from the time it started to discuss the schedule change with Intervenor it worried about how the change would impact the employee workload. (Tr. Vol. VI at page 454). Employer representatives spoke with the "administrator over DFS" and regional administrators who oversee the FSU divisions and each indicated there would be no impact on daily work. (Tr. Vol. VI at page 452). However, the Employer did not have any of the regional administrators testify to these conversations to corroborate their lack of concern regarding the work schedule change.

of its duties as the employee's bargaining representative." *See Detroit Edison v. NLRB*, 440 US at 303.

In a recent decision addressing this issue, this Board, in the *City of Cranston* case, was presented with a situation involving the termination of a bargaining unit member and the union's request for a copy of the terminated member's personnel file. The city, claiming that the personnel file was confidential, would not provide a copy to the union unless and until the union secured the written permission of the impacted member. In determining that the city's refusal to produce the personnel file as requested was a violation of the Act, the Board noted 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.
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> *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 for it to engage in contract negotiations 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. See *Rhode Island State Labor Relations Board and State of Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals,* ULP-6261/6270 (August 24, 2021).

In the instant case, the Union was faced with the Employer's claims that it was refusing to provide the requested information because the Employer had received a "cease and desist" letter from the Intervenor that it believed prohibited it from releasing the requested materials. (See Joint Exhibit 6; Tr. Vol. III at pages 186 – 187).[8] When Local 580 learned about the negotiations between the Employer and the Intervenor to change the work schedules of CSTs it sent correspondence to the Employer on December 12 demanding effects bargaining and requesting information surrounding the

[8] To be clear, the Employer never argued that the information requested by Local 580 was not relevant, nor did it assert that the information was confidential in nature.

negotiations. (Joint Exhibit 5). Local 580 asserted in its demand that the requested information was necessary for it to fully determine the impact of "the schedule changes on our collective bargaining unit." (Joint Exhibit 5). On December 13, the Intervenor sent correspondence to the Employer noting it was in receipt of Local 580's letter requesting information about the Intervenor's negotiations with the Employer over the CST work schedule changes. (Joint Exhibit 6). The Intervenor labeled its correspondence to the Employer a "cease and desist" letter purportedly barring the Employer "from releasing…information about our membership" to Local 580 without Intervenor's consent. (Joint Exhibit 6). This "cease and desist" letter was shared with Local 580 by the Employer in an email from the Employer dated December 13. (Joint Exhibit 8).

Under both our Act and the National Labor Relations Act (NLRA at Section 8(a)(5)), there is a general obligation intertwined with the duty to bargain in good faith to "supply the union, upon request, with sufficient information to enable it to understand and intelligently discuss the issues raised in bargaining." *S.L. Allen & Co.,* 1 NLRB 714, 728 (1936); see also *Industrial Welding Co.*, 175 NLRB 477 (1969); *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).

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 has previously stated, relevant information is "information…directly related to the union's function as a bargaining representative and that it appear reasonably necessary for the performance of this function." *Food Service Co.,* 202 NLRB 790 (1973); *Otis Elevator Co.*, 170 NLRB 395 (1968); *Oaktree Capital Management*, 353 NLRB No. 127 (2009); *Metropolitan Home Health Care*, 353 NLRB No. 3 (2008). In the instant matter, the Employer's sole reason for not providing the information the Union requested was due to its receipt of the "cease and desist" letter from the Intervenor. (See Joint Exhibit 8; see also Employer Memorandum of Law at pages 47 – 49).[9] At no time during the back and forth between the parties did the Employer ever contend that the information was not relevant or that there was some other reason for its refusal to produce the materials, other than its concern about the impact of the Intervenor's "cease and desist" letter and what might occur if it provided the requested materials in contravention of the "cease and desist" letter. (See Joint Exhibit 8; Tr. Vol. VI at page 480). In other words, the Employer refused to comply with the Union's request for presumptively relevant information

[9] The Employer has also argued that it was not obligated to provide Local 580 with the documents it requested because the requested information was "not necessary" for Local 580 to perform its representative duties. (See Employer Memorandum of Law at page 40). The Employer also submits that it had no obligation to turn over the documents because Local 580's bargaining demand (the underlying basis for the request for information) was based on speculation which is not a legitimate basis requiring the Employer to produce the information. (See Employer Memorandum of Law at page 42). As the Board has already found that the Employer had a bargaining obligation and Local 580's concerns about the effect of the CST Agreement on its members was not merely speculative, these issues need not be discussed again.

(see Joint Exhibit 5), solely based on the contents of the Intervenor's "cease and desist" letter.

While the Employer acknowledges the legal standards surrounding an employer's obligation to provide "relevant information" to a union for the "proper performance" of the Union's duties as the employee's bargaining representative (see *Detroit Edison v. NLRB*, 440 U.S. 301, 303 (1979)), as noted above, the Employer contends that the "cease and desist" letter and the speculative nature of Local 580's bargaining demand did not create an obligation for the Employer to produce the requested materials. After reviewing all the evidence submitted by the parties, the Board is convinced that there is no merit to the Employer's arguments that it had no obligation to produce the information requested by Local 580.

Initially, the Board has not been provided with any evidence to justify giving any legal credence or authority to the Intervenor's "cease and desist" letter. While the Board acknowledges that the Intervenor might have had some legitimate argument to maintain the confidential information of its bargaining unit members, the evidence before the Board shows that Local 580 was not interested in "personally identifiable information" regarding the Intervenor's members and had notified the Employer that its request "de-identified information" so that no personal information about another union's members was being requested. (Joint Exhibit 9). Further, the Board does not see any legal validity to the Intervenor's "cease and desist" letter. Certainly, there is no legal argument to be made, and neither the Employer nor the Intervenor make such argument, that there is legal authority behind the Intervenor's "cease and desist" letter. This was made clear by the Employer not taking a position on the Intervenor's Motion to Quash Local 580's subpoena for the records it had previously requested which the Employer did not produce.[10] Therefore, it is clear to the Board, based on all of the evidence before it, that the Employer was obligated to provide Local 580 with the records it requested and the Employer's failure to do so is a violation of the Act.

The Employer also argues that it had no obligation to produce the requested documents because the request was "not necessary" for Local 580 to be able to perform its duties as the certified representative of the bargaining unit. In essence, the Employer asserts that it has no obligation to provide Local 580 with the information it requested because the request is "based on speculation." (See Employer Memorandum of Law at page 42; see also *Providence Hospital v. National Labor Relations Board*, 93 F.3d 1012,

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[10] The objections raised by the Intervenor in its Motion to Quash centered around the proposition that the information being requested by Local 580 were records relating to negotiations which was information protected from discovery under the Access to Public Records Act, R.I.G.L. 38-2-2(4). The Intervenor also argued that the information request was not relevant and sought confidential negotiation strategy that was normally protected material. The Board heard arguments from both the Intervenor and Local 580 on these issues and determined that there was no legitimate basis to prevent Local 580 from receiving the materials it had originally requested. Specifically, the Board rejected the Intervenor's Access to Public Records Act argument on the grounds it had no application to the present dispute as Local 580 did not request the records through or under the provisions of APRA. The Board also rejected the Intervenor's relevance argument noting, initially, that the right to object to providing the information belonged to the Employer and no objection had been made and, secondly, Local 580 had presented the Employer with a list of reasons demonstrating more than sufficiently the relevance of its request. After the Board issued its decision on Intervenor's Motion to Quash, the Employer produced the requested documents to Local 580.

1019 (1st Cir. 1996) wherein the Court stated that "a union cannot demand bargaining over effects that are purely speculative, ephemeral, or too far removed from the underlying activity."). But in this instance, as the Court recognized in *Providence Hospital*, "requested information should be deemed relevant if it is likely to be of material assistance in evaluating strategies that may be open to the union as part of its struggle to minimize the adverse effects of the employer's decision making [sic] process on persons within the bargaining unit." *Id.* at page 1017. The Court also noted that when "the requested information only indirectly implicates terms and conditions of employment, it is the union's burden to demonstrate the relevance of the information to the performance of its statutory obligation." *Id.* at page1017. In the case before the Board, Local 580 requested a significant amount of information related to the Employer's negotiations with the Intervenor over the changing of work days and work hours of CSTs and the CST Agreement. (Joint Exhibits 5 and 14). In reviewing the correspondence Local 580 sent to the Employer supporting its request for information and the witness testimony, the Board finds that Local 580 has more than sufficiently demonstrated the relevance of the requested information and the link this information had "to the performance of its statutory obligation." (Joint Exhibits 5 and 14; Tr. Vol. IV at pages 229 – 233; 235 – 236; 299 – 302; 309 – 311; 313 – 320). In other words, the information requested by Local 580 was necessary for it to be able to adequately bargain with the Employer over the effects of the Employer's decision to change the CST work schedules on Local 580 bargaining unit members.

Local 580's original request for documents was made on December 12, 2023. (Joint Exhibit 5). The Employer's notice to Local 580 that it would not provide the requested documents came on December 13, 2023. The Employer ultimately produced the documents requested by Local 580 on October 11, 2024. (See Petitioner Exhibit 3; Employer Memorandum of Law at pages 49 – 50). The Employer now argues that because it produced the documents requested by Local 580 the issue is moot. Local 580, not surprisingly, objects to the Employer's mootness claim, asserting that at the time the Board issued the Complaint in ULP-6392 the Employer had not provided Local 580 with any of the documents it had requested. In the instant matter, the Board does not believe that the Employer's mootness argument has any merit and must be rejected.

The issue of whether a matter is moot or not turns on the facts of the case. Generally, a court will declare a matter moot when if the "Court's judgment would fail to have a practical effect on the existing controversy, [then] the question is moot, and we will not render an opinion on the matter." *Scituate v. Scituate Teachers' Association*, 296 A.2d 466 (R.I. 1972); See *Morris v. D'Amario*, 416 A.2d 137, 139 (R.I.1980) ("As a general rule we only consider cases involving issues in dispute; we shall not address moot, abstract, academic, or hypothetical questions."). There is, however, an exception to this general proposition which this Board believes is appropriate to apply in the instant situation. As the Supreme Court articulated in *Morris,*

> As a general rule, we only consider cases involving issues in dispute; we shall not address moot, abstract, academic, or hypothetical questions. See, e.g., Perry v. Petit, 116 R.I. 89, 352 A.2d 396 (1976). This rule is not absolute, however. Although moot, questions of extreme public importance, which are capable of repetition but which evade review, command our attention and will be addressed.

In the present case, the Board believes that addressing the right of a union to receive information relevant to the union's ability to exercise its representative responsibilities regarding collective bargaining is essential to the Board's statutory obligation to enforce the Act. It is also critical to a union's ability, as noted above, to exercise its statutory obligation to represent its bargaining unit. To simply allow an employer to ignore a union's legitimate request for information and then at some distant point in the future decide to provide the information without being held accountable for not providing the information (that was relevant to the union's inquiry) violates basic principles of the Act. (See *Providence Hospital* where the Court noted that the "relevance of requested information must be determined by the circumstances that exist at the time the union makes" the request and that to find otherwise would give an employer "a perverse incentive to drag its feet" resulting in the union losing rights through nothing more than "the delay inherent in the adjudicatory process." 93 F.3d at 1020.). In the present case, the Employer had no legitimate basis to withhold the information requested by Local 580. Therefore, this Board finds that the Employer's failure to provide the information in a reasonably timely manner constitutes a violation of the Act.

C. Employer Threatening Local 580 Members

Local 580 has also accused the Employer of committing an unfair labor practice when it allegedly threatened bargaining unit members with discipline if they shared information regarding the proposed CST schedule change with union leadership. (Joint Exhibit 1). In essence, Local 580 asserts that the Employer used threats of discipline to restrain and coerce Local 580 members from exercising their legitimate right to engage in protected concerted activity.

The genesis for Local 580's claim revolves around a meeting held on December 14, 2023 between representatives of the Employer and members of Local 580. (Petitioner Exhibits 8 and 9; Tr. Vol. V at page 412). One of the agenda items for the meeting referred to "rumors" relating to the CST schedule change. (Petitioner Exhibit 8). According to witness testimony, at the meeting the Employer's Chief of Staff, Ms. Delgado, passed out copies of the Intervenor's "cease and desist" letter, discussed with the assembled group that they "couldn't share with Local 580 leadership" information about the CSTs and their schedule change and that "if we did, there could be discipline." (Tr. Vol. V at pages 424 – 428; see also Petitioner 9). Local 580 claims that this conduct violates the Act as it threatens union members in an attempt to restrain them from

exercising their rights under the Act. The Employer, as will be discussed below, denies Local 580's claims and asserts that its conduct was innocent and not a violation of the Act.

The rights of employees are set forth in R.I.G.L. § 28-7-12 of the Act. One of these rights is to engage in what is termed "concerted activity". Interference, restraint or coercion in the exercise of these additional rights under the Act or discrimination by an employer against employees for engaging in such concerted activities violates the Act. The term "concerted activities" is intentionally broad. However, for "concerted activities" to be protected, the employee activity that is undertaken must be done by two (2) or more employees or by one (1) employee on behalf of other employees. Thus, the NLRB has determined, for example, that a conversation involving only a speaker and a listener may constitute concerted activities if it has some relation to group action in the interest of employees (*see Mushroom Transportation Company v. NLRB*, 330 F.2d 683, 685 (3rd Cir. 1964); *see also Mobile Exploration and Producing U.S. v. NLRB*, 200 F.3d 230 (5th Cir. 1999)).[11] To be protected under the Act, employee activity must be both "concerted" in nature and pursued either for union-related purposes aimed at collective bargaining or for other "mutual aid or protection". The concert requirement of the Act has not been literally construed to limit protection solely to employee activity involving group action directly. Thus, in determining whether activity by a single employee is concerted the NLRB (and this Board) will look to the purpose and effect of the employee's actions. (*See NLRB v. Caval Tool Division, Chromalloy Gas Turbine Corp.*, 262 F.3d 184 (2nd Cir. 2001). In the instant case, as will be discussed below, the evidence presented demonstrated and the Board has determined that the conduct Local 580 members engaged in that constituted protected, concerted activity, i.e., voicing their collective concerns to the Employer about the impact of the CST Agreement, was protected activity under the Act. (See Petitioner Exhibit 9; Tr. Vol. V at pages 424 – 431).

From the Board's review of the testimonial and documentary evidence and the arguments contained in the respective memoranda of law, it is apparent that Local 580 is asserting that its members communicating with Local 580 leadership about terms and conditions of members' employment and the gathering of information in support of discussion concerning terms and conditions of employment should be viewed as legitimate and protected concerted activity. The Employer does not dispute that the December 14 meeting occurred and that there was conversation regarding the Intervenor's "cease and desist" letter and the providing of information to Local 580 leadership. (Tr. Vol. III at pages 183 – 185). In the Board's view, the conduct described above clearly falls within the definition of protected and/or concerted activity as that term

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[11] Rhode Island courts have looked to the Act's federal counterpart, the National Labor Relations Act, and federal case law decided under the federal Act for guidance in the field of labor law. (*See DiGuilio v. Rhode Island Brotherhood of Correctional Officers*, 819 A.2d 1271, 1273 (R.I. 2003); *MacQuattie v. Malafronte*, 779 A.2d 633, 636 n.3 (R.I. 2001)). Thus, as appropriate, the Rhode Island Supreme Court has adopted federal labor law case decisions. (*See Belanger v. Matteson*, 115 R.I. 332, 338 (R.I. 1975)).

has been used by the NLRB and this Board. (*See NLRB v. Caval Tool Division, Chromalloy Gas Turbine Corp.*, 262 F.3d 184 (2nd Cir. 2001).

As noted, Local 580's evidence of illegal conduct by the Employer amounts to its claim that an Employer representative noted to Local 580 members at the December 14 meeting that they could be subject to discipline if they shared information with Local 580 leadership. (Tr. Vol. V at page 425; Petitioner 9). According to testimony presented by the Employer, Ms. Delgado was not threatening members of Local 580 but merely advising them of the risk they might encounter if their actions were to run afoul of the Intervenor's "cease and desist" letter. (Tr. Vol. III at pages 183 – 187; Vol. VI at pages 467 – 471). Local 580, as indicated above, presented testimony that members who attended the December 14 meeting felt "threatened" by the Employer's comments. (Tr. Vol. V at page 429). In reviewing the available information and evidence presented during this case, the Board finds the competing viewpoints of the parties to present a close question of whether a violation of the Act occurred. However, after a careful review of the testimony and arguments, the Board believes that the Employer's conduct did not result in a threat to bargaining unit members such that it interfered with their right to engage in legitimate concerted activity. As Ms. Delgado explained in her testimony, she was simply trying to advise Local 580 members that releasing any of the information covered by the Intervenor's "cease and desist" letter to Local 580 leadership could "risk violating the Cease and Desist." (Tr. Vol. VI at page 469). While the Board does not presume this interaction was altruistic on the Employer's part, neither does the Board believe, based on the accumulated and reliable evidence before it, that it was nefarious in nature or designed to intimidate, restrain or coerce members of Local 580 in the legitimate exercise of their rights under the Act.

D. Collusion Between Employer and Council 94

In ULP-6394 Local 580 has alleged that the Employer violated the Act when it "colluded with another union against members of Local 580 for voicing their concerns" regarding the Employer's entering into the CST Agreement. (See Joint Exhibit 2). The gravamen of Local 580's claim is that on December 22, 2023, Local 580 sent a letter to the Employer signed by over 100 union members in response to a December 13, 2023 email from the Employer announcing the work schedule changes for the CSTs. (See Joint Exhibits 7, 13 and 14). Local 580's letter asserted that the Employer's announcement was "a major, impactful decision" that would have "negative ramifications" on the Local 580 bargaining unit. (Joint Exhibit 14). The letter listed six (6) areas that Local 580 believed would be impacted by the Employer's decision. (Joint Exhibit 14). The Employer shared Local 580's letter with the Intervenor's local union president when the Employer included him in its December 26, 2023 response. (Joint Exhibit 15). On December 26, Intervenor's local union president sent an email to all the signatories on the Local 580 letter refuting some of the claims raised in the Local 580 letter and asserting possible "workplace harassment" that "directly targeted" CSTs. (Joint Exhibit 15). The

Employer was copied on the email, but according to Local 580 the Employer "stayed silent in the face of his [Intervenor's local union president] threats." (Local 580 Memorandum of Law at page 18). Local 580 responded to the local president's email by claiming that the Employer's lack of a response "enabled Mr. Collum's communication today to our members." (Joint Exhibit 17). The Employer has denied that its conduct or alleged lack of action constitutes a violation of the Act.

Local 580 has accused the Employer of collusion with the Intervenor resulting in threats of possible retaliation against Local 580 members for exercising their legitimate protected activity. "Collusion" is defined, according to Miriam-Webster dictionary, as a "secret agreement or cooperation especially for an illegal or deceitful purpose." In the instant case, Local 580 has alleged that the Employer's failure to publicly rebuke or otherwise disavow the comments made by Intervenor's local union president in his December 26 email (after the Employer had included Intervenor's local union president in its response to Local 580) shows that the Employer and Intervenor colluded to retaliate against members of Local 580. However, Local 580 has not provided the Board with any evidence that the Employer and Intervenor engaged in a "secret agreement" to allow or foster Intervenor's local union president to comment on December 26 (Joint Exhibit 17) regarding Local 580's December 22 letter (joint Exhibit 14). The inclusion of Intervenor's local union president in the list of emails to whom the Employer's response was sent was open and public for all to view. There is no evidence of "secret" discussions or meetings between the Employer and Intervenor's local union president arranging for the latter to write his own critique of Local 580's letter.

Even if the Board were to take a more expansive view of Local 580's claims of "collusion" between the Employer and Intervenor, the failure of Local 580 to produce any substantial evidence to support its allegations leads the Board to conclude that the claims must fail. Initially, it is undisputed that the Employer included Intervenor's local union president on its response to Local 580's letter because the Employer believed that one of the original signatories to the Local 580 letter was a member of Intervenor's union. (Tr. Vol. III at pages 197 – 202; 206 – 207; Tr. Vol. VI at pages 491 – 493; Joint Exhibit 18). Whether that reason was actually true, i.e. whether the individual was actually a member of Intervenor's union, is not relevant to this inquiry. Instead, the evidence is that the Employer believed that one of the signatories to the Local 580 letter was a member of Intervenor's union. There is no evidence before this Board that reveals or even suggests that the Employer's reasoning for including Intervenor's local union president was not made in good faith.

Local 580 also asserts that the Employer's failure to publicly respond to Intervenor's local union president's email somehow demonstrates the Employer was complicit in the message contained in the email. Reviewing the evidence before it, the Board cannot, and does not, conclude that there was anything nefarious in the Employer's failure to publicly respond to Intervenor's local union president's email. As Ms. Delgado testified, she "did not expect this response from" Intervenor's local union president and

the response "was so out of the realm of anything that I thought could happen when I sent the email." (Tr. Vol. III at pages 202 – 203). As Ms. Delgado went on to say:

> I would have preferred for the presidents to talk to each other. I didn't think...I did not mean to create a platform where this information or this type of a response would have gone out to the members.
>
> Tr. Vol. III at page 203.

In short, Ms. Delgado made clear in her testimony that Intervenor's local union president's response to Local 580's letter "was not...this is not the intent of the email...of my purpose of including him on the email." (Tr. Vol. III at pages 203 – 204).

Local 580 questioned quite vociferously why the Employer did not respond to Intervenor's local union president's email of December 26 by stating that it did not "condone" the content of the email. (Tr. Vol. III at pages 206 – 208). In response, the Employer pointed to its December 27, 2023 email, in which it agreed with Local 580 "that creating confusion and a false narrative is not an appropriate approach to any problem," and that "divisiveness...is already percolating through our department and our goal is to increase communication with the individuals who work here..." (Joint Exhibit 18; Tr. Vol. III at pages 208 – 209; see also Tr. Vol. VI at pages 495 – 496). After a careful review of all the reliable and probative evidence submitted by the parties on this issue, the Board finds that the Employer did not collude with Intervenor or illegally enable Intervenor to engage in threats of retaliation against members of Local 580 for exercising their protected rights under the Act. The Board finds that the behavior alleged in ULP-6394 was not a violation of the Act.

E. Employer Direct Dealing

The final allegation of wrongdoing raised by Local 580 is found in ULP-6395 and involves Local 580's claim that the Employer engaged in direct dealing with Local 580's members when, on December 20, 2023, the Employer sent an email to all staff referring to the CST schedule change. (Joint Exhibit 10). In the email, the Employer notes that it encourages "feedback" from employees, that it wants to hear from employees and that if employees

> Find that this change directly impacts you and you want to inform your leadership, please provide a specific example about how this may impact you individually and we will attempt to assess and mitigate your concerns as the pilot is implemented.
>
> Joint Exhibit 10.

On December 22 Local 580 responded to the above email by alleging that the Employer had engaged in "an unfair labor practice" by "soliciting" the views of Local 580 members while refusing to bargain with Local 580 over the effects of the CST schedule change.

(Joint Exhibit 11). When Local 580 requested that the Employer "retract" its "request for direct feedback from our members" the Employer declined to change course. (See Joint Exhibits 11 and 12).

The term "direct dealing" is used to describe practices that constitute violations of Section 8(a)(1) and (a)(5) of the National Labor Relations Act ("NLRA") and, correspondingly, R.I.G.L. 28-7-13(3), (6) and (10) of the State Labor Relations Act. The NLRB and federal courts have unanimously recognized (as have numerous state courts) that an employer violates Section 8(a)(1) and (a)(5) if it engages in direct dealing with employees and, thereby, interferes in the collective bargaining process and in the Union's role as the exclusive bargaining representative. See *American Pine Lodge Nursing & Rehabilitation Center v. NLRB*, 164 F.3d 867 (4th Cir. 1999); see also *Service Employees International Union, AFL-CIO, Local 509 v. Labor Relations Commission*, 729 N.E. 2.d 1100 (2000); *Board of Education of Region 16 v. State Board of Labor Relations*, 7 A.3d 371 (Conn. 2010); *NLRB v. Pratt & Whitney Aircraft Division*, 789 F.2d 121, 134 – 35 (2nd Cir. 1986). Improper direct dealing is characterized by actions that persuade employees to believe that they can achieve their objectives by dealing directly through the employer and thus erode the union's position as the exclusive bargaining representative. See *American Pine Lodge Nursing & Rehabilitation Center,* 164 F.3d at 875; see also *NLRB v. Pratt & Whitney Aircraft Division*, 789 F.2d at 134. Another way to frame the question of direct dealing is "whether the employer has chosen "to deal with the union through the employees, rather than with the employees through the union."" *American Pine Lodge Nursing & Rehabilitation Center,* 164 F.3d at 875, citing *NLRB v. General Electric Co.*, 418 F.2d 736, 759 (2nd Cir. 1969).

Of course, counterbalancing the prohibition against direct dealing is an employer's strong interest in preserving its right to free speech. In other words, an employer is free to communicate its views to its employees "so long as the communications do not contain a threat of reprisal or force or promise of benefit." *NLRB v. Gissel Packing Co., Inc.* 395 US 575, 618 (1969); see also *In the Matter of Rhode Island State Labor Relations Board and State of Rhode Island Department of Corrections*, ULP-5251 (May 2001).

Drawing the line between an employer's legitimate right of freedom of speech and illegal direct dealing with employees produces a relatively straight forward standard of permissible conduct. An employer may speak freely to its employees about a wide range of issues including the status of negotiations, outstanding offers, its position, the reasons for its position and objectively supportable, reasonable beliefs concerning future events. See *American Pine Lodge Nursing & Rehabilitation Center*, 164 F.3d at 875; *In the Matter of Rhode Island State Labor Relations Board and State of Rhode Island Department of Corrections*, ULP-5251 (2001). But, under Section 8(c) of the National Labor Relations Act and, correspondingly, R.I.G.L. 28-7-12 and 13(10),[12] an employer cannot act in a

[12] Section 8(c) of the NLRA provides that the "expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of the subchapter, if such expression contains no threat of reprisal or force or promise of benefit." Though the Act does not contain an identical provision, both R.I.G.L. 28-7-12 and 28-7-13(10) prohibit an employer from, among other things, coercing employees

coercive manner by making separate promises of benefits or threatening employees. Thus, an employer may freely communicate with employees in non-coercive terms, as long as those communications do not contain some sort of express or implied quid pro quo offer that is not before the Union. This standard recognizes the right of represented employees to negotiate exclusively through their union, while protecting the right of employers to tell their side of the story. *Id.*

However, communications by an employer that may undermine a union's authority as the bargaining representative by encouraging employees to deal directly with the employer or to abandon the union are clearly impermissible. See *American Pine Lodge Nursing & Rehabilitation Center*, 164 F.3d at 879 - 880. In other words, even when an employer may not have made threats or promises in its direct communications, it still may violate the law where it attempts to bypass the union in negotiations. Thus, employer communications directed to employees that, for example, solicit employee sentiment or disparage the union are likely to erode or undermine the union's position as the exclusive bargaining representative of the employees. See *American Pine Lodge Nursing & Rehabilitation Center*, 164 F.3d at 885; see also *N.L.R.B. v. Wallkill Valley General Hospital*, 886 F.2d 632 (3rd Cir. 1989).

As noted above, the instant case revolves around the Employer offering Local 580 members the opportunity to provide "feedback" to the Employer concerning the CST schedule change. (Joint Exhibit 10). In reviewing the Employer's "All-Staff" communication, the Board does not believe that it crosses the line into impermissible direct dealing as prohibited under the Act. See *Rhode Island State Labor Relations Board and Town of North Providence*, ULP-6221/6225 (February 4, 2019). As the Employer correctly observes, this is not a case "where the employer is seeking to obtain the sentiment of members of the bargaining unit in order to undermine the union's negotiating position at the bargaining table..." (See Employer Memorandum of Law at page 68). Here, the Employer was simply offering bargaining unit members the opportunity to provide information to the Employer. The Employer's so-called solicitation was not mandatory (see Joint Exhibit 10) and did not attempt to go around union leadership as members of Local 580 leadership were sent the "All-Staff" email along with other employees of the Employer. (Tr. Vol. IV at pages 322 – 325). More to the point, while the Employer did directly communicate with union represented employees, there is no evidence before this Board that the communication was "for the purpose of establishing or changing wages, hours, and terms and conditions of employment or undercutting the union's role in bargaining..." (See Union Memorandum of Law at page 47). Since there was no bargaining going on between the Employer and Local 580, there was no negotiation position to be undermined by the Employer. Instead, in the Board's view the evidence does not support Local 580's contention of a violation of the Act for direct dealing.

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in the exercise of their rights under the Act. See *In the Matter of Rhode Island State Labor Relations Board and State of Rhode Island Department of Corrections,* ULP-5251 (2001).

FINDINGS OF FACT

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

2. Local 580 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. Local 580 and the Employer were subject to a collective bargaining agreement.

4. Council 94, the Intervenor in the present case, 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.

5. In the fall of 2023, the Employer and the Intervenor entered into discussions for the purpose of changing the work schedules of Child Support Technicians (CST).

6. Local 580 became aware of the Employer's intention to enter into an Agreement with the Intervenor to change the work schedules of CSTs in early December 2023. The Employer did not notify Local 580 of this pending change to the work schedules of CSTs.

7. Upon learning of the CST Agreement, Local 580's President sent an email to the Employer's Director requesting a meeting to discuss the pending CST Agreement and how the change to the CSTs schedule might impact the work of Local 580 members. The Employer responded that it would add Local 580's request to the next regularly scheduled labor-management meeting.

8. On December 11, 2023, the Employer and Local 580 discussed the Employer's pending CST Agreement at their regularly scheduled labor-management meeting.

9. On December 12, 2023, Local 580's President sent a letter to the Employer demanding to bargain "over the impact on our collective bargaining unit as to changes to support staff scheduling, including making it voluntary for support staff, Child Support Technicians (CST) to work on the weekend." This demand letter set forth several examples of how the pending schedule change could impact Local 580 members.

10. Local 580's demand letter was accompanied by a lengthy request for information which asserted that the information was necessary "to investigate further the impact of the proposed schedule changes on our collective bargaining unit."

11. On December 13, 2023, the Employer sent out an "all staff email" informing its employees of the CST Agreement with Council 94 and that the 90 day trial period would be used to assess the impact of the CST Agreement on families and staff.

12. Also, on December 13 the Employer received a "cease and desist" letter from Council 94 (Intervenor) prohibiting the Employer from releasing the information requested by Local 580 without Council 94's consent.

13. The Employer forwarded the "cease and desist" letter to Local 580's president and notified him that the Employer would not be providing the information requested by Local 580. In addition, the Employer declined Local 580's request for effects bargaining stating that in the absence of any evidence to show that the CST Agreement had an impact on Local 580 members there were no "effects" over which to bargain.

14. Local 580 responded to the Employer's communication by reminding the Employer that its prior letter had outlined how the CST Agreement was expected to impact the Local 580 bargaining unit and also addressed the apparent concerns set forth in the "cease and desist" letter by noting that the information requested by Local 580 "does not seek personally identifiable information [about Council 94 members] or any information that could not be redacted."

15. On December 14, the Employer held a meeting with some members of Local 580 regarding the implementation of the CST Agreement. The discussion focused on the "cease and desist" letter and the potential impact on Local 580 members if they were to discuss the CST Agreement or the CST work schedule changes with their Union.

16. The Employer did not engage in bargaining with Local 580 nor did it provide Local 580 with the requested information.

17. On December 20, the Employer sent another "all staff email" notifying its employees that implementation of the CST Agreement (the so-called pilot program) was scheduled to begin in January 2024. The email stated that no negative impact was anticipated with the implementation of the CST Agreement and "there would be no reduction in weekend visitation support" nor would there be an increased demand placed "caseworkers and supervisors." The email asked employees to contact the Employer's Chief of Staff with any examples of problems that might arise because of the implementation of the CST Agreement.

18. On December 22, over 115 Local 580 members signed a letter to the Employer expressing their concerns about the implementation of the CST Agreement/pilot program. The letter identifies six separate areas where the signatories assert a negative impact will occur if the CST Agreement is implemented as announced by the Employer.

19. On December 26, the Employer responded to Local 580's letter with an email to all the signatories to the letter. The Employer's response asserted that "all visits for all

regions" had been scheduled to be covered by CSTs. The email also offered that if any Local 580 members believed the schedule change directly impacted them, they could contact the Employer with specific examples and the Employer would attempt to "assess and mitigate" the employee's concerns.

20. Also on December 26, Intervenor's local president sent an email to all the signatories of the Local 580 letter providing his thoughts regarding the CST Agreement and the concerns about scheduling raised by Local 580 members.

21. Some members of Local 580 believed the email from Intervenor's local president was "threatening" and they were concerned about retaliation for expressing their views regarding the CST Agreement.

22. The Employer did not publicly respond to Intervenor's local president's email.

23. Local 580 did respond to Intervenor's local president's email, noting among other things that the email "is creating more confusion and a false narrative that could encourage division among the unions."

24. On October 11, 2024, after the Board denied Intervenor's Motion to Quash a subpoena duces tecum issued by Local 580 for the documents it had previously requested in December 2023, the Employer began to provide the requested documents.

25. At no time after Local 580 requested that the Employer engage in bargaining over the effects of its decision to change the work schedules of CSTs did the Employer actually engage in effects bargaining with Local 580 representatives.

26. The documents requested by Local 580 were relevant to its ability to satisfy its statutory obligation as the exclusive representative of the bargaining unit.

27. There was no legitimate justification for the Employer to fail to produce the documents requested by Local 580 within a reasonable period of time after the request was made.

28. The Employer did not engage in conduct that was intended to or did intimidate, coerce or threaten Local 580 members in the exercise of their protected, concerted rights.

29. The Employer did not collude with the Intervenor in an attempt to intimidate or retaliate against members of Local 580 for engaging in protected activity.

30. The Employer did not engage in direct dealing with the Local 580 bargaining unit when it sent an "All-Staff" email to Local 580 members offering them the ability to contact the Employer with any problems related to the implementation of the CST Agreement.

CONCLUSIONS OF LAW

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 negotiate with Local 580 over the effects on the Local 580 bargaining unit of the implementation of the CST Agreement.

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 (6) and/or (10) when it failed and refused to provide Local 580 with relevant information the Union had requested in order to be able to exercise its collective bargaining responsibilities as the exclusive bargaining representative of the bargaining unit.

3. The Union has not proven by a preponderance of the evidence that the Employer committed a violation of R.I.G.L. § 28-7-13 (3), (5), (6) or (10) when it met with members of Local 580 and warned them of possible legal action by Council 94 if they violated the terms of a "cease and desist" letter sent to the Employer by Council 94.

4. The Union has not proven by a preponderance of the evidence that the Employer committed a violation of R.I.G.L. § 28-7-13 (3), (5), (8) or (10) when it included the local Council 94 president on an all staff email in response to a letter sent by numerous Local 580 members concerning the implementation of the CST Agreement.

5. The Union has not proven by a preponderance of the evidence that the Employer committed a violation of R.I.G.L. § 28-7-13 (3), (5), (6) or (10) when it asked members of Local 580's bargaining unit to report any problems they might encounter during the implementation of the CST Agreement.

ORDER

1. The Employer is hereby ordered to cease and desist from refusing to bargain with Local 580 over the effects on the Local 580 bargaining unit of the implementation of the CST Agreement.

2. The Employer is hereby ordered to cease and desist from refusing to provide relevant documents and information to Local 580 which Local 580 claims are relevant to its administration of the collective bargaining agreement.

3. 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

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: December 17, 2025

By: _____
THOMAS A. HANLEY, ADMINISTRATOR

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

IN THE MATTER OF STATE OF RHODE ISLAND - DEPARTMENT FOR CHILDREN, YOUTH & FAMILIES -AND- RHODE ISLAND ALLIANCE OF SOCIAL SERVICE WORKERS, LOCAL 580, SEIU	CASE NO. ULP- 6392, ULP- 6394 and ULP- 6395

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- 6392, ULP- 6394 and ULP- 6395, dated December 16, 2025, may appeal the same to the Rhode Island Superior Court by filing a complaint within thirty (30) days after **December 17, 2025.**

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

Dated: December 17, 2025

By: _____
Thomas A. Hanley
Administrator