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

IN THE MATTER OF	:	
RHODE ISLAND STATE LABOR RELATIONS BOARD	:	
-AND-	:	CASE NO. ULP-6407
RHODE ISLAND AIRPORT CORPORATION	:	

DECISION AND ORDER

TRAVEL OF CASE

The above-entitled matter comes before the Rhode Island State Labor Relations Board (hereinafter "Board") on an Unfair Labor Practice Complaint (hereinafter "Complaint"), issued by the Board against the Rhode Island Airport Corporation (hereinafter "Employer") based upon an Unfair Labor Practice Charge (hereinafter "Charge") dated October 3, 2024 and filed on the same date by the R.I. Council 94, AFSCME, AFL-CIO, Local 2873, (hereinafter "Union").

The charge has alleged the following:

> At a press conference on October 1, 2024, senior management shared with members of the press the disciplinary records of Union members, including voluminous documents as well as video from incidents.

Following the filing of the Charge, each party submitted written position statements and responses as part of the Board's informal hearing process. The parties submitted both statements and responses in a timely manner. On November 15, 2024, the Board issued its Complaint, alleging the Employer violated R.I.G.L. 28-7-13 (5), (6), (8) and (10) when, through its representative, the Employer (1) released and/or made public during a press briefing confidential employee personnel information, including without limitation employee disciplinary information, without asking for or seeking employee consent; (2) failed to bargain with the Union before releasing and/or making public during a press briefing confidential employee personnel information, including without limitation employee disciplinary information; (3) attempted to interfere, restrain or coerce employees and the Union in the exercise of their concerted and lawful rights when it released and/or made public during a press briefing confidential employee personnel information, including without limitation employee disciplinary information; (4) attempted to dominate and/or interfere with the administration of the Union when it released and/or made public during a press briefing confidential employee personnel information, including without limitation employee disciplinary information; and (5) discriminated against certain bargaining unit members when it released and/or made public during a

press briefing confidential employee personnel information, including without limitation employee disciplinary information.

The Board held two (2) formal hearings on January 21, 2025 and February 4, 2025. At the conclusion of the formal hearings, post-hearing briefs were filed by the Union and the Employer on April 7, 2025. In arriving at the Decision herein, the Board has reviewed and considered the testimony and exhibits submitted at the hearing and the arguments contained within the post-hearing briefs submitted by the parties.

FACTUAL SUMMARY

The matter before the Board is the Union's claim of an unfair labor practice against the Employer due to the Employer's holding a press conference at which it allegedly shared disciplinary records of Union members. Specifically and as noted in the Board's Complaint, the Union alleges that the Employer failed to bargain with the Union, attempted to interfere, restrain or coerce employees and the Union in the exercise of their concerted rights, attempted to dominate and/or interfere with the administration of the Union and discriminated against certain bargaining unit members when it held a press conference on October 1, 2024 and allegedly disseminated and/or released to members of the press the disciplinary records of bargaining unit members.

At the time of this incident, the Union and the Employer were parties to a collective bargaining agreement dated July 1, 2021 through June 30, 2024. (Joint Exhibit 1). The Employer is a highly regulated entity that operates multiple airports throughout Rhode Island. (Tr. dated February 4, 2025, at pages 97 – 99). In June 2024, the parties began negotiations for a successor collective bargaining agreement. (Tr. dated January 21, 2025, at page 15). After multiple negotiating sessions, the parties reached a tentative agreement that was brought before the Union membership for a ratification vote in September 2024. (Tr. dated January 21, 2025, at page 16). The ratification process occurred between September 19 and September 24, and the membership overwhelmingly expressed its dissatisfaction with the tentative agreement by voting it down 112 to 1. (Tr. dated January 21, 2025, at pages 16 – 18).

Around the same time as negotiations were ongoing between the parties in 2024, the Employer received a "series" of anonymous letters complaining about the Employer's operations and threatening a walkout of the Employer's personnel in mid-August. (Tr. dated February 4, 2025, at pages 100 – 103). These anonymous letters were also sent to various other governmental agencies including the Transportation Security Administration (TSA), the Federal Aviation Administration (FAA), the Rhode Island Governor's Office and the Employer's airline partners. (Tr. dated February 4, 2025, at page 101; see Joint Exhibit 5). These threats potentially triggered a mandatory response by the Employer involving contingency planning and federal regulatory requirements. (Tr. dated February 4, 2025, at pages 101 – 103). The Employer contacted the Union's attorney to determine whether the Union had any involvement in the creation or sending of the anonymous letters. The Union strenuously and vehemently denied any involvement

with the anonymous letters. (Tr. dated January 21, 2025, at pages 27 – 29; Tr. dated February 4, 2025, at pages 103 – 104). The Employer had no evidence to believe that the Union was involved in sending the anonymous letters and, in fact, a review of the language in one of the letters convinced the Employer that the Union was not involved in the creation or sending of the letters. (Tr. dated February 4, 2025, at page 125).

As noted above, because of the threat of a walkout, the Employer had to engage with the FAA regarding potential safety concerns and was required to take certain actions to minimize any potential interference and safety risks associated with airport operations that a walkout by employees might spur. (Tr. dated February 4, 2025, at pages 104 – 106; 111). Fortunately for the Employer, no walkout of employees occurred. However, because the Employer was forced to take actions and spend dollars to respond to the anonymous threats, after the threat passed the Employer decided to initiate an investigation into what it believed was a wrongful interference with its business operations. (Tr. dated February 4, 2025, at pages 113 – 114; see Joint Exhibits 5 and 6).

On October 1, 2024, the Employer held a press conference. According to the Employer, the purpose of the press conference was to publicize the Employer's investigation into the anonymous letters, to "push back" on what the letters were claiming and its intention to possibly commence litigation regarding the Employer's belief that a wrongful interference with its business operations had occurred. (Tr. dated February 4, 2025, at pages 112 – 114; see Joint Exhibits 4, 5 and 6). The Union was not notified ahead of the press conference nor was it invited to attend. (Tr. dated January 21, 2025, at pages 18 – 20). According to the Union's testimony, the press conference, which was held approximately one (1) week after the Union's failed contract ratification vote, was designed to interfere with Union members exercising their legal rights in violation of the Rhode Island State Labor Relations Act (hereinafter "Act") and to discriminate against Union members and restrain and coerce Union members in the exercise of their rights. (See Joint Exhibits 4, 5 and 6). The Union received all its information regarding the substance of the press conference from television news and newspaper articles. (Tr. dated January 21, 2025, at page 20; Joint Exhibits 4 and 6). The Employer asserted in its evidentiary presentation that before it could hold the press conference to discuss possible litigation, it had to receive authorization from its Board. (Tr. dated January 21, 2025, at pages 112 – 114). The Employer's next Board meeting after mid-August (August 13 was the date of the threatened walkout) was the end of September. (Tr. dated February 4, 2025, at page 113 – 114). It was shortly after the end of the September Board meeting that the Employer held the October 1 press conference.

POSITION OF THE PARTIES

Union:

The Union claims that the Employer has violated the Act by holding a press conference at which it discussed personnel issues, including revealing details of disciplinary and medical issues, involving Union members resulting in actions that

discriminated against Union members, retaliated against Union members for exercising their legal rights by engaging in concerted activity and interfered with, restrained and/or coerced the Union and its members in the exercise of their rights under the Act.

Employer:

In contrast to the Union's position, the Employer asserts that it has not violated the Act with respect to its holding of a press conference and, specifically, denies that it disseminated information that was confidential to Union members or that it discriminated or retaliated against Union members for exercising their rights under the Act. The Employer further asserts that its conduct surrounding the press conference was neither based upon nor generated by union animus. Finally, the Employer states that the Union has failed to satisfy its burden of proof as it (the Union) has failed to produce any reliable or probative evidence to substantiate any alleged wrongdoing by the Employer.

DISCUSSION

The issue before the Board is whether the Employer violated the Act when it held a press conference on October 1, 2024, and allegedly released and/or publicly disclosed confidential personnel information of Union members. As will be discussed in greater detail below, the Board has reviewed the testimony of the parties and documents presented to it along with the memoranda of law submitted by the parties. Based on all the evidence, the Board has concluded that the Employer did not violate the Act when it held a press conference on October 1, 2024 and discussed personnel matters as well as other issues impacting the Employer.

A. The Press Conference

There is no disagreement among the parties that the Employer held a press conference on October 1, 2024. There is also no disagreement that during the press conference the Employer mentioned or spoke about various issues that it had or was having with both Union and non-union personnel, including former employees. (See Joint Exhibit 5). The essence of the Union's claims in this case is that the Employer, during the press conference, spoke about, divulged and/or revealed confidential personnel information regarding Union members disciplinary records and offered to show/allow to be viewed the personnel files of Union members to members of the assembled press. The Employer, as noted above, has denied the Union's allegations and asserts that it did not reveal any personal or confidential information about Union members to the press nor did it allow the press to look at or review the personnel files of Union members.

In the present case, the Union has the initial burden of proof to submit sufficient evidence to substantiate its allegations involving the Employer's conduct during the October 1 press conference. As the Board's Rules and Regulations make clear, "In each case, the petitioning party shall present its case first and shall have the burden of establishing its position, by a fair preponderance of the credible evidence." General Rules

and Regulations of the Rhode Island State Labor Relations Board, Rule 1.11(A)(1). As the Superior Court (Nugent, J.) found in *City of Providence v. Rhode Island State Labor Relations Board and Rhode Island Council 94, AFSCME, Local Union 1339*, PC-2018-05355 (May 6, 2022) at page 12

> In satisfying the requirements of the SLRA, the employee has the burden of proving by a preponderance of the evidence that anti-union sentiment contributed to the employer's adverse employment action. The employer then has the burden of proving, as an affirmative defense, that the adverse action would have occurred even in the absence of the unfair labor practice. *N.L.R.B. v. Transportation Management Corp.*, 462 U.S. 393 (1983).

In the present case, it is apparent to the Board, after reviewing the witness testimony, the documentary evidence and the memoranda of the parties, that the Union has failed to sustain its burden of proof in this case.

Initially, as the Union President admitted during his testimony, neither he nor any other Union member was present for the October 1 press conference. (Tr. dated January 21, 2025, at pages 18 – 20). While it is without dispute that the Employer did not inform the Union that it would be holding a press conference nor did the Employer invite any Union members or Union officers to the press conference (Tr. dated February 4, 2025, at page 146), this does not diminish the fact that the Union was unable to present any eyewitness or first-hand testimony regarding what actually occurred at the October 1 press conference. (Tr. dated January 21, 2025, at pages 20 – 21; 59). As the Union president stated during cross-examination

> Q So your entire case rests on what you heard on the evening news about a stack of personnel files, is that fair to say, as a Union president?
> A It falls upon us learning that a press conference was held and invited the press in to review Union members' files.
> Q Okay. That's the essence of your charge here, correct?
> A Yes.
> (Tr. dated January 21, 2025, at page 59, lines 9 – 17.)

In other words, the Union had no first-hand knowledge, other than through news reports, of what actually occurred at the October 1 press conference. In the Board's view, the Union's inability to present eyewitness or first-hand testimony concerning the main event surrounding its allegations of unfair labor practices has severely hampered the Union's presentation and credibility in this matter.

1. Disclosure of Confidential Disciplinary Information

Notwithstanding the above-described evidentiary deficit, there were issues raised by the Union which, if proven, could support its unfair labor practice claims. For example, a primary point of contention was the Union's claim that the Employer "released and/or made public during a press briefing confidential employee personnel information, including without limitation employee disciplinary information." The basis for the Union's claim appears to be that the Employer, during the press conference, discussed several disciplinary situations it had been dealing with and/or addressing involving employees including the showing of a video. (See Joint Exhibits 4 and 5;[1] Tr. dated January 21, 2025, at pages 21 – 23). A review of a newspaper article (Joint Exhibit 4) and a document representing pictures of PowerPoint slides shown at the press conference (Joint Exhibit 5) reveal that there was discussion at the press conference about disciplinary issues involving Union members. However, there was no evidence presented by the Union that the Employer identified by name or mentioned any identifiable characteristics of any Union member associated with any specific disciplinary matter raised at the press conference. While the Employer presented a list of various disciplinary issues it had been dealing with (see Joint Exhibit 5 at pages 23 – 24), a review of this listing demonstrates that the Employer did not name any of the individuals associated with the various cited incidents. Instead, the Employer identified each event with a generic phrase such as "Union employee" or "Union official" or the word "Manager". (See Joint Exhibit 5 at pages 23 – 24). Further, and as noted above, the Union was not able to present any evidence to show that the Employer named or identified a Union member in association with the disciplinary issues it cited during the press conference. (Tr. dated January 21, 2025, at pages 56; 59 – 60; Tr. dated February 4, 2025, at page 136). Thus, the Board's review of the evidence and testimony finds that the Employer did not use any personally descriptive language of any kind to identify any Union member when discussing various issues, including disciplinary issues, during its October 1 press conference.

Similarly, though the Employer did play a video of "body camera footage from a RIAC police officer who was engaging with a transgender woman at a TSA checkpoint.", there was no mention of the officer's name nor was the officer's face shown during the video. (Tr. dated February 4, 2025, at pages 132 – 133). Further, the Union claimed the Employer shared confidential medical information of bargaining unit members. (Joint Exhibit 5 at pages 23 – 24; Tr. dated January 21, 2025, at pages 22 – 23). However, as with the claim that the Employer released confidential disciplinary information, there was no evidence that the Employer named, identified or linked an individual with a specific medical condition. (Joint Exhibit 5 at pages 23 – 24). Thus, the generic description of various personnel issues by the Employer during the press conference does not, in the Board's view, support the contention by the Union that the Employer impermissibly

[1] The Union stipulated that the first 19 pages of Joint Exhibit 5 had nothing to do with the Union and did not negatively reflect on the Union. (Tr. dated January 21, 2025, at pages 53; Tr. dated February 4, 2025, 115 – 116).

disclosed confidential disciplinary information about Union members. To reiterate, while there is no dispute that the Employer spoke about several disciplinary situations with which it was dealing, some of which involved Union members and some of which involved non-union personnel, the Employer did not reveal any personally identifiable information about any of the individuals involved in the listed scenarios. (Joint Exhibit 5, at pages 23 – 24; Tr. dated January 21, 2025, at pages 29 – 32; 59; 60 – 61; 65 – 66). Thus, the Board does not see any evidence presented by the Union to substantiate its claim that the Employer at the October 1 press conference disseminated or revealed confidential disciplinary information about Union members in violation of the Act.

2. Anti-Union Animus and Concerted Activity

The Union also has asserted that the holding of the press conference and the dissemination of confidential disciplinary information (including the body camera video) was in retaliation for the Union failing to ratify a tentative agreement the parties had reached in September for a new collective bargaining agreement. (Tr. dated January 21, 2025, at pages 15 – 18; 32). The Union claimed the Employer was upset that the tentative agreement was not ratified and held the press conference, at which the Union claims the Employer disparaged the Union and revealed confidential disciplinary information about Union members, to retaliate against the Union and its members. (Tr. dated January 21, 2025, at page 32). The Union noted that the vote on the tentative agreement was held between September 19 and 24, 2024 and the press conference was held on October 1, approximately one week after the Employer learned that the tentative agreement was not ratified by the Union. The Union claims that the Employer's conduct interferes with the Union's members' rights to engage in concerted activity under the Act.

The Employer countered the Union's allegations of union animus and retaliation by discussing the basis for its decision to hold the October 1 press conference. During the summer of 2024, the Employer received anonymous letters, one of which threatened a walkout at the Employer's facility. (Tr. dated February 4, 2025, at pages 100 – 101). During the October 1 press conference, the Employer discussed the anonymous letter it had received and legal action it was prepared to take in response to the claims and threats raised in the letter. (Joint Exhibit 5 at pages 18 – 20; Joint Exhibit 6; Tr. dated February 4, 2025, at pages 100 – 106; 111 – 112). As described by the Employer, the anonymous letter (apparently there was more than one) was sent not only to the Employer but also to the Governor's Office and multiple federal agencies. (Tr. dated February 4, 2025, at page 101). The substance of the letter, as noted, threatened a walkout of airport personnel on August 13. (Tr. dated February 4, 2025, at page 101). This threat triggered certain obligations and responsibilities for the Employer. (Tr. dated February 4, 2025, at pages 101 – 102). The Employer spoke to the Union about the letter and the Union denied any involvement in the creation or sending of the letter. (Tr. dated January 21, 2025, at pages 37 – 40; Tr. dated February 4, 2025,

at pages 103 – 104). The Employer spoke to the regulatory authority about the walkout threat and shared correspondence from the Union denying any involvement with the letter.[2] Nonetheless, the Employer was required to have contingency systems in place in case the walkout occurred, costing the Employer significant amounts of money and time. (Tr. dated January 21, 2025, at pages 40; Tr. dated February 4, 2025, at pages 104 – 106; 111). While the walkout never occurred, the Employer wanted to take steps to "push back" against the anonymous letters. (Tr. Dated February 4, 2025, at page 114). To do this, the Employer needed approval from its Board which didn't meet until the end of September. (Tr. Dated February 4, 2025, at pages 112 – 113). In short, the Employer claimed that the October 1 date of the press conference was simply a coincidence and had nothing to do with the Union's contract vote.

As the Board has made clear in the past and reiterated in recent decisions (see *Rhode Island State Labor Relations Board and Rhode Island Council on Elementary and Secondary Education, et. al*, ULP-6297, September 11, 2023; and *Rhode Island State Labor Relations Board and Rhode Island Department of Elementary and Secondary Education,* ULP-6349, October 10, 2023), if an employer takes adverse action against an employee due to or because the employee engaged in protected concerted activity the employer would be in violation of the Act. As the Board stated in ULP-6297, 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 or more employees or by one employee on behalf of other employees. Thus, the National Labor Relations Board (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)).[3] 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". Thus, the concert requirement of the Act has not been literally construed to limit protection solely to employee activity involving group action directly. 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.

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[2] The evidence before the Board showed that the Employer believed the Union's denial of involvement in the writing of the anonymous letter and did not consider the Union to have been a party to the writing or sending of the letter. (Tr. dated January 21, 2025, at pages 26 – 28; 40 – 41; Tr. dated February 4, 2025, at pages 103 – 104).

[3] 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)).

(*See NLRB v. Caval Tool Division, Chromalloy Gas Turbine Corp.*, 262 F.3d 184 (2nd Cir. 2001). In the instant case, the evidence presented claimed that the Union membership engaged in protected, concerted activity when it conducted a ratification vote on the tentative agreement. In the Board's view, there can be no doubt nor legitimate argument nor need for extensive discussion to understand the notion that holding a vote among the Union membership of a bargaining unit to ratify a proposed collective bargaining agreement is protected concerted activity under the Act. Therefore, it is clear to the Board that Union members did engage in protected concerted activity of which the Employer was aware. The question for the Board is whether the Employer attempted to interfere with or coerce the Union from exercising its protected rights or attempted to retaliate against the Union by its conduct during the October 1 press conference.

To sustain its burden of proof, the Union needs to demonstrate that the Employer's conduct adversely impacted members of the bargaining unit in the exercise of their protected rights. To establish that the Employer's conduct was in violation of the Act, the Union must show that the Employer knew of the union activity and that its conduct was motivated by "union animus." See *NLRB v. Brookshire Grocery Co.*, 837 F.2d 1336 (5th Cir. 1988). This can be accomplished either through direct or circumstantial evidence. Circumstantial evidence may be such things as the timing of the employer's actions, the pretextual nature of its asserted motivation, inconsistent or disparate treatment of employees or shifting justifications for the employer's conduct. See *ADB Utility Contractors, Inc.*, 353 NLRB No.21 (2008). In the present case, other than a showing of a short time period between the bargaining unit voting down ratification of the tentative agreement and the Employer's October 1 press conference (approximately one (1) week) and the Employer's knowledge of the vote, the Union has failed to present the Board with any other evidence to suggest that the Employer's conduct during the press conference demonstrated union animus or was retaliatory against the Union. Specifically, and as discussed above, the Union was unable to demonstrate that the Employer disseminated confidential employee information or that the Employer's reason for holding the press conference was a pretext for discrimination or retaliation against the Union or its members. (Tr. dated January 21, 2025, at pages 55 – 56; 58 – 59).

The Board has previously discussed the Union's failure to present any credible evidence that shows the Employer divulged confidential disciplinary information about Union members during the press conference. The Union, however, also claimed that the Employer's discussion of employee discipline at the October 1 press conference violated the terms of the collective bargaining agreement, specifically Article 24.1, which addresses discipline and provides that if the Employer "has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public." (Joint Exhibit 1, at page 34). The Union did not offer any evidence to the Board as to how the parties have interpreted this language or the history of the provision. However, in the Board's review of this language it appears to address how discipline is to be implemented and not whether certain disciplinary situations can be discussed in public in a generic fashion or manner. Even if the Board were to concede

that this contractual provision has some applicability to the discussion of employee discipline at the press conference, the Board is hard pressed to see how the Employer violated the clause. As has been discussed, the Employer did not name or otherwise identify any employee with respect to any of the incidents it discussed at the press conference. (See Joint Exhibit 5). Because no employee names were mentioned (see Tr. dated February 4, 2025, at page 136), the Board finds that there is no evidence to support a claim that the Employer violated the language of this contractual section. Therefore, the Union has failed to meet its burden of proof regarding this argument.

The Union also asserted that the Employer violated the Act because it allowed or offered members of the press the opportunity to review employee personnel files. (Tr. dated January 21, 2025, at pages 22 – 24). This information came to the Union through its reading of a newspaper article about the press conference and watching news reports. (Joint Exhibit 4) While the newspaper article does refer to a "stack of binders on a table," and further notes that the Employer stated "the media was welcome to review personnel termination papers," nowhere within the article does it say that the Employer opened up for viewing or offered the press the opportunity to view Union members' personnel files. (See Joint Exhibit 4; compare with Tr. dated January 21, 2025, at page 23 where Union president testifies "From what I saw on the news, they showed a large stack of binders that was purported to be Union employee files and the press was welcome to review those files."). While the Union was certainly at a disadvantage in not knowing about or being able to attend the press conference, the reliance on a news article and/or a news report is not, in the Board's view, credible or persuasive evidence. Further, there was no evidence presented by the Union to even suggest that the contents of employee personnel files were actually looked at or reviewed by members of the press assembled for the press conference. In addition, the Employer presented testimony from Brittany Morgan, its Senior Vice-President of Legal Affairs and Human Resources, who was present at the press conference and testified that the media was never offered the opportunity to look at or review employee personnel files. (Tr. Dated February 4, 2025, at pages 136 – 137; 162 – 165). Ms. Morgan also testified that if anyone wanted access to personnel files they would have to "take it up with the Attorney General,..." (Tr. dated February 4, 2025, at page 137). When an Access to Public Records Act request was made by one of the newspapers, Ms. Morgan testified she denied the request. (Tr. dated February 4, 2025, at page 137). Reviewing all of this evidence, the Board finds the Employer's evidence credible and is not persuaded by the Union's presentation of evidence on this point.

While it is undisputed that the Employer held a press conference on October 1 and discussed issues that it was having with the Union, including referencing disciplinary situations involving Union members and showing a body worn camera video of an interaction between a police officer employed by the Employer and a transgender individual, there was no evidence to support the Union's allegations and the Board finds that the Employer's conduct at the press conference did not violate the Act. Simply stated,

the Board finds that the Union was unable to satisfy its burden of proof to demonstrate a violation of the Act by the Employer.

FINDINGS OF FACT

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

2. The Union is a labor organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining and of dealing with employers in grievances or other mutual aid or protection and as such is a "labor organization" within the meaning of the Rhode Island State Labor Relations Act.

3. The Union and the Employer were subject to a collective bargaining agreement dated July 1, 2021 through June 30, 2024.

4. During the summer of 2024 the parties were engaged in negotiations for a successor collective bargaining agreement.

5. After multiple negotiating sessions, the parties reached a tentative agreement that was brought before the Union membership for a ratification vote in September 2024.

6. The ratification process occurred between September 19 and September 24 and the membership overwhelmingly expressed its dissatisfaction with the tentative agreement by voting it down 112 to 1.

7. While contract negotiations were ongoing between the parties in summer of 2024, the Employer received a "series" of anonymous letters, one of which threatened a walkout of the Employer's personnel in mid-August. These anonymous letters were sent to various governmental agencies including the Transportation Security Administration (TSA), the Federal Aviation Administration (FAA), the Rhode Island governor's office and the Employer's airline partners.

8. The Employer contacted the Union's attorney to determine whether the Union had any involvement in the creation or sending of the anonymous letters. The Union strenuously denied any involvement with the anonymous letters.

9. The Employer had no evidence to believe that the Union was involved in sending the anonymous letters and, in fact, a review of the language in one of the letters convinced the Employer that the Union was not involved in the creation or sending of the letters.

10. Due to the threat of a walkout, the Employer had to engage with the FAA regarding potential safety concerns and was required to take certain actions to minimize any potential interference and safety risks associated with airport operations that a walkout by employees might spur.

11. No walkout of employees occurred. However, because the Employer was forced to take actions and spend dollars to respond to the anonymous threats, after the threat passed the Employer decided to initiate an investigation into what it believed was a wrongful interference with its business operations.

12. On October 1, 2024, the Employer held a press conference.

13. Before the Employer could hold the press conference to discuss possible litigation, it had to receive authorization from its Board. The Employer's next Board meeting after mid-August (August 13 was the date of the threatened walkout) was the end of September.

14. The purpose of the press conference was to publicize the Employer's investigation into the anonymous letters, to "push back" on what the letters were claiming and its intention to possibly commence litigation regarding the Employer's belief that a wrongful interference with its business operations had occurred.

15. The Union was not notified ahead of the press conference nor were Union officials invited to attend.

16. Because the Union did not attend the press conference, all its information regarding the substance of the press conference was received from television news and newspaper articles.

17. At the press conference, the Employer discussed and referenced employee discipline and personnel matters. The Employer also showed a body worn camera video that showed engagement between a police officer employed by the Employer and a transgender individual.

18. At no time during the press conference did the Employer name or otherwise identify any bargaining unit member or specifically associate a bargaining unit member with a referenced disciplinary or personnel action.

19. At the Press conference the Employer had a stack of folders that were personnel files. The Employer did not provide or allow the press access to the contents of the personnel files.

CONCLUSIONS OF LAW

1. 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 (5), (8) and/or (10) when it held a press conference on October 1, 2024, and discussed various matters, including employee disciplinary and personnel matters that referenced members of the Union in a generic manner.

ORDER

1. The above-entitled matter is hereby dismissed.

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: 6/17, 2025

By: _____
THOMAS A. HANLEY, ADMINISTRATOR

ULP-6407

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

IN THE MATTER OF	:	
RHODE ISLAND AIRPORT CORPORATION	:	
-AND-	:	CASE NO. ULP- 6407
RI COUNCIL 94, AFSCME, AFL-CIO, LOCAL 2873	:	

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- 6407, dated June 17, 2025, may appeal the same to the Rhode Island Superior Court by filing a complaint within thirty (30) days after **June 23, 2025.**

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

Dated: June 23, 2025

By: _____
Thomas A. Hanley
Administrator