

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF LABOR RELATIONS
BEFORE THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

In the Matter of

TOWN OF SOUTH HADLEY

and

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 93, AFL-CIO

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Case No. MCR-07-5276

Date Issued:

December 23, 2008

Board Members Participating:

Marjorie F. Wittner, Chair
Elizabeth Neumeier, Board Member

Appearances:

Tim D. Norris, Esq. - Representing the Town of South Hadley
Joseph L. DeLorey, Esq. - Representing the American Federation
of State, County and Municipal Employees,
Council 93, AFL-CIO

DECISION AND DIRECTION OF ELECTION¹Statement of the Case

1 On March 31, 2007, the American Federation of State, County and Municipal
2 Employees, Council 93, AFL-CIO (Union) filed a petition with the Commission in Case
3 No. MCR-07-5276 seeking to represent a bargaining unit consisting of certain full-time
4 and regular part-time employees of the Town of South Hadley (Town). The Union
5 subsequently amended its petition on or about July 26, 2007 to seek two bargaining
6 units: a bargaining unit of non-supervisory, administrative, clerical, inspectional and
7 support service employees of the Town (Unit A) and a bargaining unit of supervisory
8 employees of the Town (Unit B).

9 On October 5, 2007, a duly designated Commission hearing officer, Margaret M.
10 Sullivan, Esq., (Hearing Officer) conducted a hearing at which both parties had the
11 opportunity to be heard, to examine witnesses and to introduce evidence. On October
12 5, 2007, before any witnesses testified, the Hearing Officer allowed the Union's motion
13 to sequester witnesses prior to giving testimony, except Patricia Vinchesi (Vinchesi), the
14 town administrator. Pursuant to the parties' requests, the Hearing Officer kept the
15 record open in order that the parties could file additional stipulations of fact about the

¹ Pursuant to Chapter 145 of the Acts of 2007, the Division of Labor Relations (Division) "shall have all of the legal powers, authorities, responsibilities, duties, rights, and obligations previously conferred on the labor relations commission." References in this decision to the Commonwealth Employment Relations Board (Board) include the former Labor Relations Commission (Commission). Pursuant to Section 13.02(1) of the Commission's Rules in effect prior to November 15, 2007, the Commission designated this case as one in which it would issue a decision in the first instance.

1 positions, which they were seeking to exclude, and they did so on February 7, 2008.²

2 The parties filed their post-hearing briefs postmarked on or about March 31, 2008.

3 The Union seeks to include the position of assistant town clerk/treasurer in Unit
4 B, a unit of supervisory employees. The Town opposes including the position on the
5 grounds that the assistant town clerk/treasurer is a managerial or confidential employee
6 within the meaning of Section 1 of the Law. The Union and the Town stipulated to the
7 appropriate unit placement of the other petitioned-for positions.

8 Stipulations of Fact

- 9 1. The Town of South Hadley (the Town) is a public employer within the meaning of
10 Section 1 of the Law.
11
- 12 2. The Union is an employee organization within the meaning of Section 1 of the
13 Law.
14
- 15 3. The positions that are the subject of MCR-07-5276 are currently unrepresented.
16
- 17 4. The job descriptions that will be entered into the record as joint exhibits
18 accurately reflect the duties and requirements for those positions.
19
- 20 5. There are no job descriptions for the position of assistant cook, assistant dog
21 officer, dog officer, and library page.
22
- 23 6. The sole issue that is being presented to the Board in Case No. MCR-07-5276 is
24 whether the petitioned-for units are appropriate bargaining units within the
25 meaning of Section 3 of the Law. However, the parties have preserved the right
26 to argue whether the position of assistant town clerk/treasurer is a managerial
27 and/or confidential employee within the meaning of Section 1 of the Law.
28
- 29 7. The parties are not invoking managerial, confidential or supervisory status for the
30 following positions: administrative assistant library, assistant associate assessor,
31 assistant cook, custodian, dispatcher, library assistant, meals on wheels
32 coordinator, minivan driver, page, senior account clerk, senior clerk in all
33 departments, senior library technician, van driver, volunteer coordinator,
34 plumbing and gas inspector, wiring inspector, social service coordinator, nurse,
35 reference librarian, or the youth services librarian.

² Those additional stipulations of fact are contained in enumerated stipulations 11-21, below.

1
 2 8. The parties are not invoking managerial or confidential status under the Law for
 3 the following positions: assistant director council on aging, assistant supervisor of
 4 wastewater treatment, assistant tax collector, cataloguer/head technical services,
 5 circulation coordinator, food service coordinator, and solid waste coordinator.

6
 7 9. The reference librarian, the youth/child services librarian, the nurse, the
 8 circulation coordinator, and the cataloguer/head technical services perform
 9 professional duties pursuant to Section 1 of the Law and will be entitled to a
 10 Globe ballot.

11
 12 10. The parties agree that the petitioned-for positions shall be included in the
 13 following bargaining units:

14
 15 Unit A

- 16 Administrative Assistant Library
- 17 Assistant Associate Assessor
- 18 Assistant Cook
- 19 Custodian
- 20 Dispatcher
- 21 Library Assistant
- 22 Meals on Wheels Coordinator
- 23 Minivan Driver
- 24 Page
- 25 Senior Account Clerk
- 26 Senior Clerk (All Departments)
- 27 Senior Library Technician
- 28 Van Driver
- 29 Volunteer Coordinator
- 30 Plumbing and Gas Inspector
- 31 Wiring Inspector
- 32 Social Service Coordinator

33
 34
 35 Unit B

- 36 Assistant Supervisor Wastewater Treatment Plant (WWTP)
- 37 Food Service Coordinator
- 38 Circulation Coordinator
- 39 Cataloguer/Head Technical Services
- 40 Reference Librarian
- 41 Youth/Child Services Librarian
- 42 Nurse
- 43 Solid Waste Coordinator
- 44 Assistant Director Council on Aging
- 45 Assistant Tax Collector
- 46

- 1
2 11. The applications specialist performs work of a confidential nature in that the
3 incumbent is called upon to do cost-outs of collective bargaining proposals as an
4 advisor to the management bargaining team, and in that capacity sees proposals
5 that are being considered by the Town prior to their submission at the bargaining
6 table. The incumbent also assists the personnel officer in preparing for
7 disciplinary actions and researching grievance responses.
8
- 9 12. The assistant town accountant supervises the applications specialist in the
10 performance of confidential duties and performs confidential and managerial
11 duties as well. The assistant town accountant is called upon to cost-out
12 collective bargaining proposals, and advises Town officials in the formulation of
13 collective bargaining positions, particularly as it concerns Town finances. The
14 incumbent also has advance notice of significant employment actions, including
15 suspensions and terminations, and either computes or supervises the
16 computation of pay and benefit consequences for personnel affected. The
17 incumbent also assists the town administrator and personnel officer in allocating
18 merit increases in accordance with the performance evaluation system.
19
- 20 13. The building commissioner is a managerial employee in that the incumbent
21 researches and recommends new policies and changes to existing policies
22 regarding the building department. Policies recommended may be brought to the
23 selectboard or to town meeting for final approval and are typically approved
24 without any changes.
25
- 26 14. The conservation administrator is a managerial employee in that the incumbent
27 drafts policies relating to the preservation of land within the town of South
28 Hadley. These policies are presented to the conservation committee and to town
29 meeting as necessary, and are approved without significant changes.
30
- 31 15. The dog officer and assistant dog officer have no fixed hours and perform most
32 their work off of Town premises. Their work also combines with individually
33 owned and operated businesses involved in the kenneling of canines, and the
34 performance of similar services for other municipalities. As such, these positions
35 do not share a community of interest with any of the employees in the proposed
36 units in this matter.
37
- 38 16. The office manager/Department of Public Works (DPW) is a confidential
39 employee in that the incumbent works closely with the DPW superintendent and
40 sees drafts of grievance responses prior to their issuance. The incumbent also
41 performs research and advises the DPW Superintendent in connection with
42 grievances. The office manager/ DPW has access to all personnel files for DPW
43 employees and has advance knowledge of disciplinary actions, and requests
44 from the DPW superintendent for proposals in collective bargaining.
45

- 1 17. The secretary to the police chief is a confidential employee working closely with
2 the police chief. In that capacity, the incumbent assists the chief in formulating
3 grievance responses and has access to grievance responses in draft form prior
4 to their issuance. The incumbent is also privy to, and sees, any and all
5 documents produced by the police chief, even documents that are created by the
6 chief himself. The incumbent provides information to the police chief who sits at
7 the bargaining table in connection with collective bargaining negotiations on the
8 cost of proposals made by the union, as well as the cost of proposals under
9 consideration by the Town. The incumbent is also aware of the contents of
10 internal affairs investigations, and is privy to police officer medical records in
11 connection with injured on duty claims.
12
- 13 18. The director of public health is a managerial employee in that the incumbent
14 writes and recommends policy regarding the protection of the public health, and
15 those policy recommendations are typically approved without changes by the
16 board of health, the selectboard or town meeting, as applicable.
17
- 18 19. The information technology director is a managerial and confidential employee
19 who supervises the computer systems within the Town. The incumbent has
20 access to every computer and every user account within the Town, including that
21 of the town administrator. The incumbent also formulates policy relating to
22 computer usage within the Town, and that policy is approved by the selectboard
23 without changes.
24
- 25 20. The wastewater treatment plant (WWTP) compliance manager and the WWTP
26 operations manager are managerial and confidential employees in that they
27 make policy affecting unionized employees within the WWTP, and assist the
28 DPW superintendent with responses to grievances affecting WWTP employees.
29 They are also privy to sensitive disciplinary investigations and are aware of
30 disciplinary actions before they occur.
31
- 32 21. The veteran's agent is employed pursuant to an arrangement among three
33 communities which split his salary and his time. Because of this arrangement
34 and the impact upon his schedule, compensation and working conditions, the
35 parties agree that he does not share a community of interest with any of the
36 employees in the proposed units at issue in this matter.

Findings of Fact³

1
2 The Town has of population of approximately 17,000 residents. The Town's
3 legislative body is a representative town meeting elected by five districts,⁴ while an
4 elected five-member selectboard⁵ and an appointed town administrator provide the
5 Town's administrative governance. Town Hall is open Monday through Friday from 8:30
6 AM to 4:30 PM. The Town's departments include: the ambulance department, the
7 accounting office, the assessors office,⁶ the board of health,⁷ the building inspector, the
8 cable studio, the collector's office,⁸ the conservation department, the council on aging,
9 the department of public works (DPW),⁹ the golf course,¹⁰ human resources, information
10 technology, the planning department,¹¹ the police department, the public library,¹² the

³ The Board's jurisdiction in this matter is uncontested.

⁴ The 120 elected members serve three year terms, and there are twenty-eight ex officio members.

⁵ The selectboard members meet every three weeks.

⁶ An elected three-member board of assessors oversees the assessors department.

⁷ An elected three-member board oversees the board of health.

⁸ An elected tax collector is in charge of the collector's office.

⁹ The DPW has the following divisions: highway, water pollution control, which includes the wastewater and sewer divisions, parks, trees, and the landfill.

¹⁰ The golf course is named the Ledges Golf Club.

¹¹ An elected five-member board administers the planning department.

¹² An elected nine-member board of trustees directs the library.

1 recreation department, the selectboard,¹³ the town clerk/treasurer,¹⁴ and the veterans
2 department. Currently, the Town has two bargaining units. The International
3 Brotherhood of Police Officers represents the Town's full-time police officers, excluding
4 the police chief and the ranking lieutenant of police, while the Union represents non-
5 supervisory DPW employees.¹⁵

6 Town/Clerk Treasurer

7 The town/clerk treasurer has two distinct roles as town clerk and as treasurer and
8 those functions will be discussed separately below. The town clerk/treasurer¹⁶ oversees
9 four employees at her office in Town Hall: the assistant town-clerk/treasurer, two senior
10 account clerks,¹⁷ and a senior clerk.¹⁸ The position of town clerk/treasurer is for a three-
11 year term and the incumbent in the position Judy Barthelette (Barthelette) has
12 performed those duties for a period between seven and eleven years.¹⁹ The incumbent

¹³ The town administrator's office is also included within this department.

¹⁴ The elected town clerk/treasurer is in charge of the town clerk/treasurer's office.

¹⁵ The non-supervisory DPW employees include the positions of wastewater treatment plant senior attendant, wastewater treatment plant attendant, wastewater treatment plant laboratory technician, maintenance craftsman, motor equipment operator, heavy motor equipment operator, special heavy equipment operator, and mechanic.

¹⁶ The only qualifications for the town clerk/treasurer position are that the incumbent must be a registered voter of the Town and eligible to be bonded.

¹⁷ The two senior account clerks perform payroll and benefits functions.

¹⁸ The senior clerk is also sometimes referred to as the town clerk's clerk.

¹⁹ The town clerk/treasurer has a salary of approximately \$51,000. As an elected official, the town clerk/treasurer has autonomy over her use of sick and vacation leave.

1 attends meetings with the town administrator and other department heads²⁰ that take
2 place on the first Thursday of each month.²¹ At those meetings, the department heads
3 discuss various topics, including the status of contract negotiations, financial and
4 budgetary matters, and issues involving the personnel bylaws of the Town.

5 The town clerk is responsible for the preservation of the Town's vital records,²²
6 town meeting records, and certain federal and state records. The town clerk issues
7 birth certificates, marriage certificates, marriage licenses, dog licenses, hunting
8 licenses, fishing licenses, and vendor licenses. The incumbent in the position is
9 responsible for the oversight of all elections and voter registration, including motor voter
10 registration.²³ She prepares the warrant²⁴ for the town meeting, reads it at town
11 meeting, and presents it to the moderator.²⁵ During a town meeting, the town clerk is
12 responsible for the signing in of each elected town meeting member. She also takes
13 the official minutes of the town meeting,²⁶ records all votes, and certifies actions that are

²⁰ The meetings are attended by department heads or those employees who by their job descriptions can act in the absences of department heads.

²¹ There are approximately ten meetings per year, because meetings take place every other month in the summer.

²² Vital records include birth certificates, marriage certificates, and death certificates.

²³ Motor voter registration refers to the requirements of the National Voter Registration Act of 1993.

²⁴ The warrant has a set number of articles.

²⁵ The Town does not schedule a fixed number of town meetings each year. In 2006, the Town held six town meetings, while, as of the date of the hearing, the Town had held three or four town meetings in 2007. The selectboard in consultation with the town clerk and the moderator decides when to call a town meeting.

²⁶ The town clerk's minutes are public records.

1 taken at Town Meeting as the official actions of the Town. The incumbent also has to
2 submit for approval by the Attorney General any changes that the Town Meeting
3 authorizes in the municipal bylaws

4 The town administrator, the selectboard, the town accountant, and the treasurer
5 and their respective offices are responsible for the Town's fiscal affairs. The treasurer is
6 responsible for the Town's funds, which total approximately thirty-nine million dollars,
7 and the investing of those funds. The treasurer works closely with various banks to
8 maximize the Town's returns from its accounts. The incumbent in the position oversees
9 all borrowing that the Town undertakes, manages its long-term debt, and ensures that
10 the Town complies with all statutory requirements.

11 Additionally, the treasurer administers the Town's payroll. During the last round
12 of successor contract negotiations for the DPW and police bargaining units, the Town
13 and the unions agreed that the Town would convert to a bi-weekly payroll, and the
14 treasurer is now managing that conversion.²⁷ During the negotiations over that issue,
15 the treasurer met with representatives from both unions to answer their questions about
16 the conversion. The treasurer also provided information to the town administrator when
17 questions arose about the conversion during successor contract negotiations.²⁸

²⁷ Employees of the Town's School Department, whose payroll the treasurer also manages, already are on a biweekly payroll system.

²⁸ The treasurer is not a member of the Town's bargaining teams for successor contract negotiations with its employee bargaining representatives. However, the town administrator indicated that she envisions the treasurer playing a larger role in future successor contract negotiations.

1 Finally, the treasurer also administers the benefit plans that the Town offers its
2 employees, including health insurance.²⁹ When the town administrator compiles her
3 projections for Town's revenue sources and budgetary expenditures for the next fiscal
4 year, the treasurer provides almost half of the information about the potential
5 expenditures for benefits, which includes the costs of Medicare, FICA, pensions and
6 health insurance. The treasurer also manages the Town's funds for worker's
7 compensation benefits and injured on duty leave benefits, funds which total
8 approximately two million dollars.³⁰ The treasurer participates on the Insurance
9 Advisory Committee (IAC)³¹ on behalf of the Town.

10 Assistant Town Clerk/Treasurer³²

11 Under the general supervision of the town clerk/treasurer, the assistant town
12 clerk/treasurer performs skilled clerical, bookkeeping, and record keeping in the

²⁹ The treasurer recently informed the selectboard and the town administrator that the Town needed to adopt legislation to effectively implement Chapter 56 of the Acts of 2006, as amended by Chapters 324 and 450 of the Acts of 2006 (Health Care Reform Law) requiring nearly every resident of the state to obtain health insurance coverage.

³⁰ The treasurer does not approve or deny an employee's claim for worker's compensation benefits or injured on duty leave. Instead, the town administrator in consultation with the human resources officer decides to approve or deny an employee's claim.

³¹ The IAC is constituted under the provisions of M.G.L. c.32B, §3. The IAC includes representatives of the groups of employees affected by the purchase of insurance and makes recommendations to the appropriate public authority.

³² Because the current assistant town clerk/treasurer Diana Monahan-Brown (Monahan-Brown) had taken over the position approximately seven months prior to the hearing, was still in her probationary period, and admittedly still was learning the position, much of the information about the position comes from the testimony of the former assistant town clerk/treasurer Katherine Ingram (Ingram), who held the position for four and one-half years, and from the job description. The town administrator also testified about certain functions of the position.

1 maintenance and processing of financial billing³³ and maintenance of records requiring
2 a great deal of attention to details and sequencing of actions in processing work
3 consistent with policies and procedures. The assistant town clerk/treasurer processes
4 weekly transfers of funds³⁴ to cover payroll expenditures³⁵ and accounts payable.³⁶ The

³³ While processing bills, the assistant town clerk/treasurer views third party bills submitted on behalf of employees receiving worker's compensation benefits from the Town. Those bills include medical bills and legal bills. Ingram also saw certain settlement agreements between the Town and injured employees and processed invoices for those settlement agreements. Ingram would submit the bills and invoices to the Town's accountant's office, which would prepare warrants to pay the bills and invoices and issue checks. She then compared the amount of the checks with the amount of the bills and invoices in order to verify their accuracy before she mailed out the checks.

³⁴ Ingram suggested to Barthelette that the Town convert to on-line banking, especially to transfer funds between municipal accounts. Barthelette subsequently agreed after she and Ingram met with representatives from several banks about their on-line banking programs. Certain less active municipal accounts are not yet on-line, and the assistant town clerk/treasurer signs checks for those accounts to move funds into other municipal accounts.

³⁵ The Town offers its employees the option of having their paychecks directly deposited to their bank accounts and the funds are available to employees on Thursdays. On one instance, an error occurred in the processing of the direct deposit and the funds were not available on the usual day. After some employees notified Ingram that the funds had not been placed in their bank accounts, Ingram made several telephone calls to investigate what had happened and ascertained that it was a processing error. Because several employees had automatic withdrawals from their bank accounts, they became overdrawn when their paychecks were not deposited. The town clerk/treasurer's office offered to contact the employees' banks, to inform those banks that the overdrafts resulted from an error, and to ask the banks to waive any overdraft charges. Employees subsequently needed to submit their bank account numbers, the names of their banks and their social security numbers to Ingram in order that she could contact the banks.

³⁶ The town accountant's office disperses checks for vendors, and the town clerk/treasurer or the assistant town clerk/treasurer puts these checks through the check signing machine. The senior account clerks in the town clerk/treasurer's office process the payroll checks and also place those checks through the check signing machine. However, only the town accountant's office distributes replacement checks,

1 incumbent in the position prepares and processes purchases orders and maintains the
2 filing system for official records and correspondence. The incumbent in the position
3 balances all town accounts on a monthly or quarterly basis.³⁷ The assistant town
4 clerk/treasurer maintains detailed and accurate records pertaining to the treasurer's
5 department, which includes making postings³⁸ to various accounts according to
6 standard office procedures and performing basic arithmetic computations to maintain
7 records of fees collected. The assistant clerk/treasurer assists in the preparation of
8 official documents such as the municipal budget, activity reports for the treasurer's
9 office, and state agency reports to ensure accuracy and compliance with local and state
10 laws and policies.

both payroll checks and vendor checks, and either the town clerk/treasurer or the assistant town clerk/treasurer must sign those replacement checks.

³⁷ Because Ingram brought most of the deposits to the banks where the Town had accounts, she became very familiar with the services that those banks offered, including their interest rates and their staff. On six or seven occasions, Ingram recommended to Barthelette that the Town transfer its funds to another bank, and Barthelette agreed with those recommendations. Ingram described her role as exercising a lot of influence in making suggestions about better ways of doing things, but, ultimately, it was not her responsibility as an assistant to say that this was the way it would be done. There are also certain statutory guidelines that apply to the Town's selection of a bank.

³⁸ Ingram had full access to the Town's bank accounts, which included having her own computer passwords to access those accounts.

1 Additionally, the assistant town clerk/treasurer maintains vital records,³⁹
2 municipal deeds, state and federal liens, and releases on liens in a detailed and
3 accurate manner. The incumbent in the position prepares required information for Town
4 Meetings, including aiding the town clerk in the preparation of the warrants,⁴⁰ and
5 assists in recording Town Meeting minutes, elections, and census including voter lists.⁴¹
6 The incumbent issues licenses, including marriage, hunting, fishing, dog, and vendor
7 licenses, permits, and balances the resulting daily cash receipts.⁴² The assistant town
8 clerk/treasurer answers and screens in-coming telephone calls and visitors, which
9 includes attending the counter and answering routine inquiries and complaints. The

³⁹ Previously, employees in the town clerk/treasurer's office typed each license or certificate by hand. Ingram worked with Barthelette to establish an Access database, which was used first for dog licenses. Thereafter, Ingram and Barthelette took additional classes about databases and established databases for the Town's vital records and business certificates, which allowed employees to more easily retrieve and sort information and to create lists. Because most of the forms that employees previously had completed manually could be completed on the computer, the Town no longer needed to purchase blank forms for certificates and licenses.

⁴⁰ Ingram developed a database containing the names, addresses, and other pertinent information about the elected town meeting members, which allowed the Town to print mailing labels and more easily send them information. Ingram was responsible for maintaining the database, which included noting when an incumbent resigned and marking that town meeting member's position as vacant to ensure that the position was placed on the ballot in the next election.

⁴¹ Ingram's election duties included: 1) contacting the DPW in order to have its employees transport the voting machines to the various polling sites; 2) arranging the voting machines at the polling places; 3) testing the voting machines, 4) placing names in the voter registration system; and 5) compiling the voter lists for election day.

⁴² Previously, the town clerk/treasurer's office recorded monies that were received for licenses, copies of vital records, etc. manually in a book, which often resulted in discrepancies in the cash totals at the end of a day, if an employee forgot to record a payment. Ingram suggested the use of a spreadsheet to record the information, and Barthelette agreed.

1 incumbent routes requests to the appropriate staff, and explains procedures, regulations
2 and/or policies based on her knowledge of office functions and services.

3 Also, the incumbent in the position provides work leader supervision to other
4 employees in the town clerk/treasurer's office and assists them in the completion of
5 assigned duties and responsibilities.⁴³ The assistant town clerk/treasurer would be
6 responsible for training the senior clerk, if a new hire took over that position. Also,
7 Ingram previously has recommended discipline in the form of a written warning for the
8 senior clerk, and the town clerk/treasurer subsequently adopted that recommendation.
9 Also, Ingram recommended to Barthelette that the senior clerk no longer accept
10 deposits from other departments of fees for licenses, permits, etc.⁴⁴ Instead, Barthelette
11 agreed that she, Ingram, or, in their absences, the senior account clerks would handle
12 those deposits.⁴⁵

13 Finally, the assistant town clerk/treasurer serves as the department head in the
14 absence of the town clerk/treasurer. Ingram previously filled in as town clerk/treasurer
15 for three extended periods of time, including two four-week periods and one six-week
16 period, while Barthelette was on sick leave, and for other shorter periods of time when

⁴³ Ingram previously has recommended discipline in the form of a written warning for the senior clerk, and the town clerk/treasurer subsequently adopted that recommendation.

⁴⁴ Because it is the treasurer's responsibility to handle the Town's funds, other departments would turn over monies that they had collected to the town clerk//treasurer's office along with turnover sheets indicating the accounts to which the treasurer should deposit funds. When an employee in the town clerk/treasurer's office receives a deposit, the employee counts the funds to verify that the amount listed on the turnover sheet is correct. Departments vary as to whether they make daily, weekly or monthly deposits. A few departments, which collect monies on weekends, make bank night deposits.

⁴⁵ Ingram made the recommendation, because the senior clerk was not bonded.

1 Barthelette was at conferences or on vacation.⁴⁶ When Ingram acted as the town
2 clerk/treasurer, she received additional compensation and was permitted to use the
3 town clerk's seal and stamp. Ingram attended approximately a dozen department head
4 meetings,⁴⁷ received correspondence from the town administrator that was addressed
5 to her as the town clerk/treasurer, and responded to such correspondence in her
6 substitute role.⁴⁸ While filling in for Barthelette, Ingram had to investigate why a
7 municipal bank account was overdrawn and ultimately learned that the bank had
8 mistakenly transferred two million dollars from the account rather than twenty thousand
9 dollars. Ingram needed to contact various bank representatives in order to resolve the
10 matter. On another occasion, Ingram took over the town clerk's functions at Town
11 Meeting. Additionally, Ingram, as the acting town clerk/treasurer, dealt with the Town's
12 attorney when the Town initiated foreclosures of tax titles on two properties and an
13 eviction proceeding for one of the properties.⁴⁹

14 The qualifications for the assistant town clerk/treasurer position include a high
15 school diploma or equivalent and three to five years of experience in business or
16 financial management or a related field. The incumbent in the position must be eligible

⁴⁶ Barthelette has not been absent from work for an extended period of time during the seven months that Monahan-Brown has worked as the assistant town clerk/treasurer.

⁴⁷ Ingram heard information at those department head meetings, which she described as information that was not made available to all employees, including information about the Town's wage classification scale.

⁴⁸ Monahan-Brown also has attended one department head meeting on behalf of the town clerk/treasurer who was on vacation. The record does not show that Monahan-Brown otherwise has filled in for the town clerk/treasurer.

⁴⁹ Barthelette had returned to active duty when the actual foreclosure auctions took place, and she acted as the tax title custodian at those auctions.

1 to be bonded and must have a working knowledge of municipal accounting and
2 bookkeeping principles, of applicable office and financial software programs,⁵⁰ and of
3 Town government. The incumbent needs to have a thorough knowledge of office billing
4 practices and procedures, of office terminology, procedures, and equipment, and of
5 business arithmetic. The starting salary for the position is \$11.30 per hour for a thirty-
6 five hour week.

7 Building Commissioner

8 Under the general direction of the board of selectmen, the building commissioner
9 administers the enforcement of the Town's land use and building-related permitting
10 functions in accordance with the Town by-laws, the Town charter, and the state building
11 code. The building commissioner reviews and issues zoning and building permits,
12 issues certificates of inspection, and conducts a thorough review of all related files,
13 including planning board notices of action. The incumbent in the position conducts plan
14 reviews with architects and makes changes or corrections as necessary. The
15 incumbent resolves, through the exercise of judgment, most issues involving land use,
16 and the issuance of permits, bringing important issues to the town administrator for
17 discussion and resolution. The incumbent inspects projects during construction and
18 maintains related detailed and accurate inspection files. The building commissioner
19 performs safety inspections of places of public assembly.

20 As the Town's zoning enforcement officer, the building commissioner meets with
21 the Town's planning and zoning boards and answers questions from the public and staff
22 concerning state and local land use law ordinances, and provides verbal and written

⁵⁰ When the Town hired Ingram as assistant town clerk/treasurer, it was seeking a candidate who was familiar with Access and Excel as well other automated functions.

1 interpretations and administrative decisions to appropriate town boards/committees
2 concerning new developments. The incumbent works with town staff, local officials, and
3 attorneys representing the Town regarding the review, adoption and enforcement of
4 current or new zoning regulations and ordinances. The incumbent performs special
5 assignments for the town administrator, provides written comments for the selectboard's
6 agenda items, and attends selectboard, zoning board and planning board meetings as
7 required. The building commissioner prepares court documents relative to the issuance
8 of violations and the compiling of the certified record of the zoning board relative to
9 lawsuits filed against the zoning board in superior court, which includes assisting the
10 Town's attorney, responding to depositions, and testifying in court.

11 The building commissioner supervises the staff of the inspections department,
12 which includes conducting a daily review of the inspection schedule, providing special
13 instructions pertaining to construction projects, and assisting the staff with public
14 relations. The incumbent recommends discipline of employees and evaluates
15 personnel performance on an ongoing and annual basis. Additionally, the incumbent in
16 the position prepares and administers the operating budget of the inspections
17 department.

18 The qualifications for the position include a college degree in engineering, or in a
19 field related to land use and/or construction; five to seven years prior experience in
20 municipal land use and construction regulatory functions is required, including at least
21 two years in a supervisory capacity, or any equivalent combination of education and/or
22 experience. The incumbent in the position must have a valid motor vehicle operator's
23 license and state certification as a building commissioner.

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Conservation Administrator

Under the administrative direction of the conservation commission and in accordance with municipal policies and objectives, the conservation administrator assists in the administration and provision of the Town's conservation programs. The conservation commissioner advises the conservation commission in the formulation and implementation of departmental policy and practices in accordance with existing state and federal laws, rules, regulations and standards. The incumbent assists the conservation commission in land acquisition and protection in cooperation with other municipal departments, local land trusts, town counsel and state agencies. The incumbent attends meetings of the conservation commission and maintains the meeting calendar. The conservation administrator also attends various meetings related to environmental issues on behalf of the conservation commission.

The conservation administrator is responsible for the development and implementation of municipal sponsored conservation programs and the administration of the Wetlands Protection Act. The incumbent in the position maintains the conservation department's records, including financial records and the database, and prepares status reports as required. The incumbent conducts site inspections and reviews and drafts required documents and reports. The conservation commissioner prepares grant applications and administers grants from local, state, and federal agencies. The incumbent in the position oversees and assigns the work of a part-time clerk.

The qualifications for the position include an associate's degree in biology, environmental science or related field, one to three years experience in conservation

1 and wetland regulations, or any combination of education and/or experience. The
2 incumbent in the position is required to have a valid motor vehicle driver's license.

3 Information Technology Director

4 As systems administrator, the information technology director, under the
5 administrative supervision of the town administrator, manages the data processing and
6 information systems for the Town, including the coordination of the Town's system
7 hardware and software in conjunction with all municipal departments. The information
8 technology director maintains the operations of all system applications, which includes
9 performing daily systems back up and hot and cold starts, running diagnostic tests,
10 troubleshooting problems, and installing upgrades. The information technology director
11 prepares and maintains equipment, cleans printers and PC's, and replaces parts as
12 required. The incumbent in the position assures that all daily, weekly and other
13 production schedules are met in a timely and accurate manner. The incumbent
14 coordinates the installation of computer systems and peripherals, and works with
15 vendors to ensure timely installation. The information technology director implements
16 and maintains the software security system to ensure optimum control and security of
17 information. The incumbent develops and maintains the Town's disaster recovery
18 program.

19 The information technology director consults with department heads to determine
20 departmental data processing needs, determines boundaries and priorities of new
21 projects, discusses and researches system capacity needs and equipment acquisitions,
22 evaluates and determines appropriate methods to address needs, and coordinates the
23 chosen approach to meet operational requirements. The information technology

1 director develops, prepares, and implements the Town's Information Technology Master
2 Plan governing the use of all system applications. The incumbent determines and
3 prepares recommendations for new or additional hardware and software needs and
4 evaluates the need for information technology on an ongoing basis. The incumbent
5 coordinates training sessions for Town employees on proper use of software
6 applications, programs, and hardware to improve the operational efficiency and
7 effectiveness of the Town's computer system and provide staff support as required.
8 The information technology director uses the Town main frame and PC computer
9 system to produce reports and other documents.

10 The information technology director prepares and administers the information
11 technology department's operating and capital budget. The incumbent in the position
12 exercises supervision of the information technology department, including contractors
13 providing support services to the Town. The incumbent maintains knowledge about
14 current computer developments and keeps abreast of new technologies. The
15 qualifications for the position include a bachelor's degree in computer science, business
16 administration, or related field, five to seven years of experience in computer systems or
17 data processing management, preferably in a municipal setting, or an equivalent
18 combination of education and experience.

19 WWTP Compliance Manager

20 The WWTP compliance manager maintains compliance with the WWTP's
21 National Pollution Discharge Elimination System (NPDES) permit, which includes
22 adhering to federal and state reporting requirements, overseeing the operation of the
23 laboratory, combined sewer overflow (CSO) compliance, the inflow and infiltration (I/I)

1 program, and industrial and commercial discharges. The WWTP compliance manager
2 works under the general direction of the DPW superintendent. The DPW
3 superintendent reviews major decisions that the WWTP compliance manager makes
4 and refers questionable cases for action. The WWTP compliance manager also is
5 responsible for storm/water management and compliance with the federal/state issued
6 general permit for the WWTP, which is located in the City of Chicopee, in accordance
7 with its storm water permit. The incumbent conducts quarterly monitoring of the Town
8 of Granby's wastewater discharge to the WWTP in accordance with the Intermunicipal
9 Agreement. The incumbent has access to lawsuits for violators of the industrial
10 pretreatment and storm water regulations and to the sewer use regulations, which
11 includes proprietary information.

12 Industrial Pre-Treatment

13 The WWTP compliance manager coordinates and implements the Town's
14 federally mandated industrial pretreatment program, which includes maintaining
15 familiarity with the Town's sewer use rules and regulations and federal pretreatment
16 regulations and related information. The WWTP compliance manager prepares reports
17 related to the pretreatment program to state and federal authorities, updates federally
18 approved local limits, the industrial pretreatment program and the enforcement
19 response plan as needed, and prepares or revises local regulations as necessary. The
20 incumbent cooperates with state and federal authorities during program inspections and
21 audits and provides information and assistance during investigations.

22 The WWTP compliance manager reviews permit applications and issues
23 industrial water discharge permits, which includes establishing industrial discharge

1 limitations, monitoring requirements, and reporting requirements for all industrial users,
2 and incorporates categorical standards when applicable. The incumbent issues permits
3 and conducts scheduled and unscheduled monitoring of industrial users via sampling
4 and periodic inspections. The incumbent also oversees compliance and enforcement
5 for industrial/commercial establishments regulated under a local Wastewater General
6 permit, for all establishments regulated under a local Small Commercial Discharge
7 Authorization for a commercial category, and for any locations requiring temporary
8 discharge permits for miscellaneous short-term discharges. The WWTP compliance
9 manager reviews all required compliance reporting by industrial users and determines
10 compliance status. The incumbent addresses noncompliance in accordance with the
11 federally approved Enforcement Response Plan (ERP). The incumbent coordinates
12 and implements corrective action procedures for recurring and ongoing noncompliance
13 in accordance with the ERP and develops and oversees industrial compliance
14 schedules as necessary. The incumbent calculates sewer billing for commercial and
15 industrial establishments annually.

16 Treatment Plant

17 The WWTP compliance manager oversees laboratory operations, which includes
18 ensuring that procedures are prepared, maintained, and observed in compliance with
19 permitting authorities and ordering supplies as needed. The incumbent coordinates
20 specialized testing as required by the WWTP's NPDES permit, including toxicity, sludge,
21 and influent/effluent testing, and coordinates routine monitoring of parameters that the
22 in-house laboratory does not perform. The incumbent coordinates and implements
23 Discharge Monitoring Report Quality Assurance Studies as required by the state and

1 the Environmental Protection Agency for laboratory certification for both the in-house
2 laboratory and all outside labs that the Town utilizes. The WWTP compliance manager
3 investigates any occurrences of WWTP inhibition and pass-through and maintains
4 detailed records of the occurrence, investigation, and any involvement with state and
5 federal agencies. The WWTP compliance manager prepares numerous state and
6 federal compliance reports for the WWTP on a monthly, semi-annual and annual basis,
7 which includes maintaining necessary and appropriate records as required by
8 departmental and town policies and procedures and state and federal regulations. The
9 incumbent represents the Water Pollution Control Division of the DPW at required
10 meetings as necessary.

11 The WWTP compliance manager works closely with the WWTP operations
12 manager on compliance issues at the WWTP and with DPW personnel on sewer issues
13 related to commercial and industrial wastewater discharges. The incumbent
14 coordinates timely submittal of the NPDES permit applications in conjunction with the
15 WWTP operations manager and the DPW superintendent, and each prepares
16 applicable portions of the applications. The incumbent assists with the preparation of
17 the annual operating budget and the capital plan, which includes aiding the DPW
18 superintendent in the budget process and attending meetings as necessary. The
19 incumbent processes invoices and prepares warrants for plant expenditures, monitors
20 the status of the operational budget, and maintains all associated paperwork. The
21 incumbent purchases facility supplies, materials and services, and prepares
22 specifications and department requirements.

1 Storm Water

2 The WWTP compliance officer is responsible for overall compliance with a jointly
3 issued state/federal General Storm Water permit. The WWTP compliance officer works
4 on addressing CSO compliance issues and interacts with federal and state agencies on
5 CSO management, including the preparation and submission of the annual I/I report for
6 the nine required Minimum Control Measures (MCM's) to federal and state agencies.
7 The incumbent develops, implements, and enforces a Storm Water Management
8 Program to reduce the discharge of pollutants and to protect water quality that
9 incorporates six required MCM's, including complying with the minimum requirements
10 for each measure, determining the best management practices (BMP's) for each
11 measure; and identifying timelines and milestones for implementation. The six required
12 MCM's and the WWTP compliance manager's duties for each of those MCM's include:
13 1) public education and outreach-implement a public education program to distribute
14 educational material to the community; 2) public involvement and participation-provide
15 opportunities for the public to participate in implementation and review of the Storm
16 Water Management Program; 3) illicit discharge detection and elimination-develop,
17 implement and enforce a program to detect and eliminate illicit discharges; 4)
18 construction site storm water runoff control-develop, implement, and enforce a program
19 to reduce pollutants in storm water runoff from construction activities that disturb one
20 acre or more or less than one acre if part of a larger common plan; 5) post construction
21 storm water management-develop, implement, and enforce a program to address storm
22 water runoff from new development and redevelopment projects that disturb greater
23 than one acre and discharge into the municipal system; and 6) pollution

1 prevention/good housekeeping for municipal operations-develop and implement a
2 program with a goal of preventing and/or reducing pollutant runoff from municipal
3 operations. The WWTP compliance manager implements the BMP's and/or coordinates
4 implementation with other departments and maintains appropriate documentation.

5 The WWTP compliance manager annually evaluates the Storm Water
6 Management Program with the conditions of the General Storm Water permit and in
7 meeting defined measurable goals for each MCM and BMP, which includes examining
8 the appropriateness of the selected BMP's and modifying the Storm Water Management
9 Program, if necessary. The incumbent prepares reports related to the Storm Water
10 Program to state and federal authorities, and prepares and submits applications for
11 General Storm Water permits in a timely manner. The incumbent oversees storm water
12 management and compliance with a Multi-Sector Storm Water permit for industrial
13 activity for the WWTP. The incumbent cooperates with state and federal authorities
14 during program inspections and audits. The WWTP compliance officer may represent
15 the Town on the Connecticut River Storm Water Committee, organized through the
16 Pioneer Valley Planning Commission.

17 The WWTP compliance manager has direct supervision of the laboratory
18 technician and shares supervision of another employee. The incumbent assigns work
19 tasks and evaluates performance. The incumbent maintains employee files, including
20 tracking time and benefits, is responsible for escalated disciplinary actions for
21 employees of the Water Pollution Control Division, and may participate with the DPW
22 superintendent in the selection process for new employees.

1 prepares and updates operating, safety, and other procedures as necessary for the
2 treatment plant and pump stations, which includes acting as a safety representative,
3 writing and enforcing standard operating and safety procedures, and providing
4 appropriate and timely training to employees. The incumbent meets and interacts with
5 members of the public, contractors, engineers, attorneys, the media and others as
6 needed.

7 The WWTP operations manager oversees the maintenance activities of the
8 treatment plant and four pumping stations and insures that paper and computer
9 maintenance files are up to date. The incumbent purchases facility supplies, chemicals,
10 materials and services as necessary and prepares specifications and requirements.
11 The incumbent may be required to perform the duties of a plant operator or a laborer as
12 needed.

13 The WWTP operations manager supervises up to five full-time employees and
14 seasonal help. The incumbent evaluates personnel performance on an ongoing and
15 annual basis and recommends hiring, firing, and discipline to the DPW Superintendent.

16 The qualifications for the position include a bachelor's degree in environmental
17 science, civil or chemical engineering or public health, three to five years experience at
18 a wastewater treatment facility with at least one year in a supervisory capacity; or an
19 equivalent combination of education and/or experience. The WWTP operations
20 manager is required to hold a grade VI wastewater treatment operator's certification and
21 a class B commercial driver's license. The holding of a grade IV collection system
22 certification is also preferred.

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Opinion

When certain issues raised by a representation petition are resolved by the parties' stipulations, the Board will adopt the stipulations if those stipulations do not conflict with the Law or established Board policy. Town of Hopedale, 20 MLC 1059, 1067 (1993), citing Board of Trustees, State Colleges, 4 MLC 1427, 1428 (1977).

Here, at the outset of the proceeding, the parties stipulated that the two bargaining units that are described below constitute appropriate bargaining units within the meaning of the Law. Unit A includes the positions of administrative assistant library, assistant associate assessor, assistant cook, custodian, dispatcher, library assistant, meals on wheels coordinator, minivan driver, page, senior account clerk, senior clerk (all departments), senior library technician, van driver, volunteer coordinator, plumbing and gas inspector, wiring inspector, and social service coordinator. Unit B includes the positions of assistant supervisor wastewater treatment plant, food service coordinator, circulation coordinator, cataloguer/head technical services, reference librarian, youth/child services librarian, nurse, solid waste coordinator, assistant director council on aging, and assistant tax collector. The parties also stipulated that the reference librarian, the youth/child services librarian, the nurse, the circulation coordinator, and the cataloguer/head technical services are professional employees within the meaning of Section 1 of the Law. Additionally, the parties stipulated that the following employees are managerial and/or confidential employees within the meaning of Section 1 of the Law: a) the applications specialist is a confidential employee; b) the assistant town accountant is a confidential employee; c) the building commissioner is a managerial employee; d) the conservation administrator is a managerial employee; e) the office

1 manager/DPW is a confidential employee; f) the secretary to the police chief is a
2 confidential employee; g) the director of public health is a managerial employee; h) the
3 information technology director is a managerial or confidential employee; i) the WWTP
4 operations manager is a managerial or confidential employee; and j) the WWTP
5 compliance manager is a managerial or confidential employee. Finally, the parties
6 stipulated that the dog officer and assistant dog officer do not share a community of
7 interest with employees in either proposed bargaining unit A or B and that the veteran's
8 agent is an employee of multiple and/or joint employers, including the Town, and thus,
9 is not appropriately included in either Unit A or B.

10 Because the parties' stipulations as to the proposed composition of Unit A or Unit
11 B do not appear to be in conflict with the Law or established Board precedent or policy,
12 we adopt those stipulations with limited exceptions. Upon review of the parties'
13 stipulated facts and the job descriptions that the parties submitted as joint exhibits, we
14 decline to adopt certain of the parties' stipulations excluding particular positions from
15 either Unit A or B for reasons that we will discuss later in this decision. Specifically, we
16 decline to adopt the parties' stipulations concerning the building commissioner, the
17 conservation administrator, the information technology director, the WWTP operations
18 manager, the WWTP compliance manager, the dog officer, and the assistant dog
19 officer. Accordingly, we turn to our analysis of the specific job titles at issue.

20 Assistant Town Clerk/Treasurer

21 We turn first to examine whether the assistant town clerk/treasurer should be
22 excluded from Unit B, because the incumbent in the position is either a managerial or a
23 confidential employee within the meaning of Section 1 of the Law.

1 Section 1 of the Law contains the following three-part test to determine whether
2 an employee is a "managerial" employee:

3 Employees shall be designated as managerial employees only if they (a)
4 participate to a substantial degree in formulating or determining policy, or
5 (b) assist to a substantial degree in the preparation for or the conduct of
6 collective bargaining on behalf of a public employer, or (c) have a
7 substantial responsibility involving the exercise of independent judgment
8 of an appellate responsibility not initially in effect in the administration of a
9 collective bargaining agreement or in personnel administration.

10
11 An employee must be excluded from an appropriate bargaining unit under Section 3 of
12 the Law if the person's actual duties and responsibilities satisfy any of the three
13 statutory criteria. Town of Manchester-by-the Sea, 24 MLC 76, 81 (1998).

14 Unlike supervisory personnel who "transmit policy directives to lower staff and,
15 within certain areas of discretion, implement the policies," managerial employees "make
16 the [policy] decisions and determine the objectives." Wellesley School Committee, 1
17 MLC 1299, 1400 (1975), aff'd sub nom., School Committee of Wellesley v. Labor
18 Relations Commission, 376 Mass. 112 (1978). The policy decision must be of major
19 importance to the mission and objectives of the public employer. Wellesley School
20 Committee, 1 MLC at 1403. Neither limited participation in the decision-making
21 process, nor attending and participating in policy-making decisions, is sufficient to
22 consider an employee managerial, if the employee's input is merely informational or
23 advisory in nature. Town of Medway, 22 MLC 1261, 1268 (1995); Town of Wellfleet, 11
24 MLC 1238, 1241 (1984); Wellesley School Committee, 1 MLC at 1403. To participate to
25 a substantial degree in formulating policy includes not only the authority to select and to
26 implement a policy alternative but also regularly participating in the policy decision-

1 making process. Town of Plainville, 18 MLC 1001, 1009 (1991), citing Town of
2 Agawam, 13 MLC 1364, 1368 (1986).

3 To be considered a managerial employee under the second part of the statutory
4 definition, a person must participate to a substantial degree in preparing for or
5 conducting collective bargaining. Identifying problem areas to be discussed during
6 bargaining or merely consulting about bargaining proposals is insufficient to satisfy this
7 second criterion. Rather, the employee must either participate in actual negotiations or
8 be otherwise involved directly in the collective bargaining process by preparing
9 bargaining proposals, determining bargaining objectives or strategy, or have a voice in
10 the terms of settlement. Town of Manchester-by-the-Sea, 24 MLC at 81; City of Boston,
11 19 MLC at 1050, 1063 (1992); Wellesley School Committee, 1 MLC at 1407.

12 Construing the third statutory test of a managerial employee, the Board
13 previously has determined that the words "independent judgment" require that an
14 employee exercise discretion without consultation or approval. Town of Manchester-by-
15 the-Sea, 24 MLC at 81, citing Wellesley School Committee, 1 MLC at 1408. A
16 coincidence of recommending and accepting by a higher authority is insufficient. Id. To
17 be "substantial," the responsibility must not be perfunctory or routine; it must have some
18 impact and significance. Id. Finally, the appellate authority must be exercised beyond
19 the first step in a grievance-arbitration procedure. Id. The exercise of supervisory
20 authority to insure compliance with the provisions of a collective bargaining agreement
21 is insufficient, standing alone, to satisfy this third criterion. Town of Agawam, 13 MLC at
22 1369.

1 Turning to the first prong, we examine whether the assistant town clerk/treasurer
2 participates to a substantial degree in formulating or determining policy on behalf of the
3 Town. The Town contends that Ingram took responsibility for and implemented certain
4 policy changes in the town clerk/treasurer's office, including the use of on-line banking
5 for certain accounts, the selection of banks, the utilization of a spreadsheet to record
6 fees, the placement of many licenses and certificates on databases, and the prohibition
7 against the senior clerk receiving deposits from other municipal departments. However,
8 a review of the record shows that Ingram only made recommendations, and the town
9 clerk/treasurer exercised final approval over those proposals. See Worcester School
10 Committee, 3 MLC 1653, 1672 (1977) (in determining managerial status, Board
11 examines at what level of the school administration decisions and opinions are not
12 screened by another layer before being implemented or presented to the school
13 committee). Although the town clerk/treasurer accepted Ingram's recommendations,
14 Ingram's role was still advisory and she did not have discretionary authority to
15 implement any of those changes without first obtaining the approval of the town
16 clerk/treasurer. See Town of Plainville, 18 MLC at 1010 (town accountant's level of
17 discretion in fiscal matters was not sufficient to classify him as a managerial employee).
18 Accordingly, we find that the assistant town clerk/treasurer does not have sufficient
19 independent authority to be classified as a managerial employee. See generally Town
20 of Bridgewater, 15 MLC 1001 (1988) (associate library directors were not managerial
21 where they participated in decision making at the sufferance of the library director rather
22 than on their own institutionally-based authority).

1 Because the assistant town clerk/treasurer currently does not participate in
2 collective bargaining, the second prong of the managerial test is inapplicable. Focusing
3 then on the third prong of the managerial test, we consider whether the assistant town
4 clerk/treasurer has substantial responsibility involving the exercise of independent
5 judgment of an appellate responsibility not initially in effect in the administration of a
6 collective bargaining agreement or in personnel administration. Because the assistant
7 town clerk does not participate in the grievance process, the focus of the Town's
8 argument under this prong is not her role in the administration of a collective bargaining
9 agreement, but instead her role filling in for the town clerk/treasurer. However, the mere
10 fact that the assistant town clerk/treasurer fills in for the town clerk does not by itself
11 confer managerial status. See e.g., Town of Acton, 33 MLC 169, 173 (2007) (the fact
12 that lieutenants fill in for the police chief does not confer managerial status); Town of
13 Millbury, 33 MLC 52, 53 (2006) (although the assistant treasurer/collector has valuable
14 skills and expertise and may fill in for the treasurer/collector, the assistant
15 treasurer/collector does not make the types of polices decisions that a managerial
16 employee makes); Town of Wareham, 26 MLC 206, 207 (2000) (fact that lieutenants
17 and captains may serve as the police chief in the chief's absence does not warrant
18 designating them as managerial employees). Moreover, the record before us does not
19 show that during those periods, both longer and shorter, that Ingram filled in for the
20 Barthelette that she ever independently undertook a personnel action such as hiring an
21 employee or disciplining an employee. Compare Town of Holden, 25 MLC 175, 177
22 (1999) (lieutenant, who had the authority to act as police chief in the chief's absence,
23 was not a managerial employee, because he independently did not hire or discipline

1 employees while acting as chief) with Town of Medway, 22 MLC at 1269-1270 (an
2 administrative assistant to the board of selectmen, who also acted as the personnel
3 director, was a managerial employee, because she had independent authority to
4 determine salary classifications). Accordingly, we find that the assistant town
5 clerk/treasurer does not possess the requisite appellate responsibility to be deemed a
6 managerial employee.

7 Next, we consider whether the town clerk/treasurer is a confidential employee
8 within the meaning of the Law. Section 1 of the Law defines the "confidential" exclusion
9 as follows:

10 Employees shall be designated as confidential employees only if they
11 directly assist and act in a confidential capacity to a person or persons
12 otherwise excluded from coverage under this chapter.

13 To be regarded as confidential, an employee must have a direct and substantial
14 relationship with an excluded employee that creates a legitimate expectation of
15 confidentiality in their routine and recurrent dealings. Town of Medway, 22 MLC at 1269,
16 citing Littleton School Committee, 4 MLC 1405, 1414 (1977); Town of Plainville, 18 MLC
17 at 1010. Employees who have significant access or regular exposure to confidential
18 information concerning labor relations matters, management's position on personnel
19 matters, or advanced knowledge of the employer's collective bargaining proposals are
20 excluded as confidential. Town of Brookline, 30 MLC 71, 72 (2003); Fall River School
21 Committee, 27 MLC 37, 39 (2000). This exclusion has been narrowly interpreted to
22 exclude as few employees as possible, while not unduly hindering the employer's
23 operations. Silver Lake Regional School Committee, 1 MLC 1240, 1243 (1975). First,
24 the Town contends that the assistant town clerk/treasurer is a confidential employee,

1 because the incumbent in the position has access to and handles sensitive employee
2 information, including social security numbers, bank account information, and other
3 payroll information, and other banking information on behalf of the Town. However, the
4 Board previously has held that access to sensitive materials like financial data,
5 personnel records, or medical records, and audits, without more, does not necessarily
6 make an employee confidential. Fall River School Committee, 27 MLC at 40, citing
7 Town of Milton, 8 MLC 1234 (1981).

8 Further, the Town, citing to Massachusetts Turnpike Authority, 31 MLC 87
9 (2004), contends that the assistant town clerk/treasurer's handling of worker's
10 compensation cases renders her a confidential employee. However, the facts of the
11 Massachusetts Turnpike Authority case can be distinguished from the facts of the
12 present case. In the Massachusetts Turnpike Authority case, an attorney handling the
13 employer's worker's compensation litigation was found to be a confidential employee.
14 Massachusetts Turnpike Authority, 31 MLC at 107. Here the assistant town
15 clerk/treasurer plays no role in the Town's decision-making concerning an employee's
16 eligibility for worker's compensation benefits. Rather, the town administrator, in
17 consultation with the human resources officer, makes that determination.

18 The exposure of an employee to the employer's own labor relations information
19 forms the basis of an employer's claim that an employee is confidential. Greater
20 Lawrence Sanitary District, 34 MLC 86, 96-97 (2008). Here, the assistant town
21 clerk/treasurer receives third party bills that the Town has received on behalf of injured
22 employees, including medical bills and legal bills, and invoices for settlement
23 agreements and submits those materials to the town accountant's office. After the town

1 accountant's office prepares the checks, the assistant town clerk/treasurer verifies the
2 dollar amounts of those checks with the amounts on the bills and invoices. Thus, the
3 only documents that the assistant town clerk treasurer views in regards to worker's
4 compensation cases are bills or invoices that are submitted on behalf of injured
5 employees, documents that those employees know of or already have seen. Finally,
6 although the assistant town clerk/treasurer sometimes attends department head
7 meetings as a substitute for the town clerk/treasurer, the record does not contain
8 sufficient evidence for us to find that, in that capacity, the assistant town clerk/treasurer
9 is privy to the type of information that would render her a confidential employee.
10 Therefore, we conclude that the assistant town clerk/treasurer is not a confidential
11 employee within the meaning of Section 1 of the Law and include the position in Unit B.

12 Building Commissioner

13 The parties stipulated that the building commissioner is a managerial employee,
14 because the incumbent in the position researches and recommends new policies that
15 are ultimately approved by the selectboard or by Town Meeting. However, a review of
16 the position's job description shows that when faced with important issues concerning
17 land use, the building commissioner places those issues before the town administrator
18 for discussion and resolution. Coupling that fact with the fact that the building
19 commissioner can only recommend new policy, we conclude based on the facts before
20 us that the building commissioner does not have sufficient independent policy making
21 authority to be classified as a managerial employee. Compare Town of Greenfield, 32
22 MLC 133, 154 (2006) (library director is managerial employee because budget and
23 policy recommendations are not screened through another layer of management before

1 presentation to the board of trustees). Moreover, the parties do not contend and there
2 is no evidence that the building commissioner is involved in collective bargaining or
3 exercises independent judgment of an appellate responsibility not initially in effect in the
4 administration of a collective bargaining agreement or in personnel administration.
5 Thus, we conclude that the building commissioner is not a managerial employee.

6 Next, we must consider the appropriate unit placement for the position of building
7 commissioner. Section 3 of the Law requires the Board to determine appropriate
8 bargaining units that are consistent with the purpose of providing for stable and
9 continuing labor relations while giving due regard to the following considerations: 1)
10 community of interest; 2) efficiency of operations and effective dealings; and 3)
11 safeguarding the rights of employees to effective representation. City of Everett, 27
12 MLC 147, 1501-151 (2001); Town of Bolton, 25 MLC at 67. Applying the criteria set
13 forth in Section 3 of the Law, the Board generally establishes separate bargaining units
14 for supervisory employees and the employees they supervise. Sheriff of Worcester
15 County, 30 MLC 132, 137 (2004) (additional citations omitted). This policy is rooted in
16 the judgment that individuals who possess significant supervisory authority owe their
17 allegiance to their employer, particularly in the areas of employee discipline and
18 productivity. Town of Bolton, 25 MLC 62, 67 (1998). Supervisors and the employees
19 they direct have different obligations to the employer in personnel and policy matters,
20 therefore to retain them in the same bargaining unit would likely lead to a conflict of
21 interest within the bargaining unit. City of Chicopee, 1 MLC 1195, 1197-1198 (1974).
22 To determine whether an employee is a supervisor, the Board distinguishes between a
23 true supervisor and an employee who possesses more limited supervisory authority. "A

1 true supervisor has independent authority to make, or the power to effectively
2 recommend, personnel decisions such as whether to hire, transfer, suspend, promote or
3 discharge employees or to resolve grievances." Greater New Bedford Regional
4 Vocational School Committee, 15 MLC 1040, 1045 (1988). Here, the building
5 commissioner's job description reveals that the incumbent recommends discipline for
6 the inspections staff, whose positions are included in Unit A. Accordingly, it is
7 appropriate to include the building commissioner in Unit B, the supervisory bargaining
8 unit.

9 Conservation Administrator

10 The parties stipulated that the conservation administrator is a managerial
11 employee, because the incumbent drafts policies relating to the preservation of Town
12 land and that those policies are presented to the appointed conservation committee and
13 to the town meeting as necessary. Although the conservation administrator may draft
14 those policies, the job description for the position indicates that the conservation
15 administrator performs an advisory role to the conservation commission and acts in
16 accordance with the Town's by-laws and charter and the state building code. Further,
17 the organizational chart that the parties submitted as a joint exhibit indicates that the
18 conservation administrator also reports to the town administrator. On the evidence
19 before us, we are not persuaded that the conservation commissioner makes decisions
20 for and determines the objectives of the conservation department. Further, without
21 more information about the policies that the conservation commissioner has drafted, we
22 cannot conclude that those policies are decisions that impact a significant part of the
23 public enterprise. Masconomet Regional School District, 3 MLC 1034, 1040-1041

1 (1976) (employee who are involved in some personnel decisions and have operational
2 control over their respective areas of responsibility do not exercise the breadth and
3 scope of decision making authority necessary to be managerial employees). Nor is
4 their evidence, and the parties do not contend that the conservation administrator is
5 involved in the collective bargaining process or has substantial responsibilities involving
6 the exercise of independent judgment of an appellate responsibility not initially in effect
7 in the administration of a collective bargaining agreement or in personnel administration.
8 Thus, we conclude that the conservation administrator is not a managerial employee
9 and turn to consider the appropriate unit placement of the position. Because a review of
10 the job description reveals that the conservation administrator exercises supervisory
11 authority over a clerical position in Unit A, it is appropriate pursuant to Section 3 of the
12 Law to include the position in Unit B.

13 Information Technology Director

14 The parties stipulated that the information technology director was both a
15 managerial and a confidential employee. Turning first to the claim that the incumbent in
16 the position is a managerial employee, the parties rely on the fact that the information
17 technology director formulates policy relating to computer usage within the Town and
18 that policy is approved by the selectboard without changes. However, while the job
19 description shows the information technology position to be highly technical with
20 considerable responsibility for operation of the Town's computer systems, the record
21 before us is devoid of evidence showing that the information technology director
22 formulates policies that are of major importance to the mission and objectives of the
23 Town. Compare Taunton Municipal Light Plant, 30 MLC at 21 (energy supply and

1 planning manager who has a substantial part in determining the energy supply policy
2 and manager of special services who has a substantial role in developing a corporate
3 strategic plan and executes and tracks those plans to maintain the employer's
4 competitive edge in the marketplace are managerial employees); and Town of
5 Manchester-by-the-Sea, 24 MLC at 76 (1998) (library director's input on all major policy
6 issues, including fiscal, personnel, building maintenance, and library services
7 constitutes significant policy formulation and determination) with Wellesley School
8 Committee, 1 MLC at 1403 (school principals who make policy determinations
9 concerning weapons, final examinations, schedules, bicycle use, and safety patrols do
10 not make policy considerations that impact a significant part of the public enterprise and
11 are not managerial employees). Also, there is insufficient evidence in the record and
12 the parties do not contend that the information technology director is involved in
13 collective bargaining or exercises independent judgment of an appellate responsibility
14 not initially in effect in the administration of a collective bargaining agreement or in
15 personnel administration. Therefore, we decline to find that the information technology
16 director is a managerial employee.

17 Second, we consider whether the information technology director is a confidential
18 employee, because the incumbent in the position has access to every computer and
19 every user account within the Town, including that of the town administrator. However,
20 the record before us contains no evidence about exactly what information is present on
21 those computers, whether that information is actually confidential, and whether the
22 information concerns labor relations matters, management's position on personnel
23 matters or advanced knowledge of the employer's collective bargaining proposals.

1 Compare Board of Higher Education, 33 MLC 12, 14 (2006) (administrative assistant to
2 the college president who opens mail and receives faxes from labor counsel regarding
3 pending cases and contract negotiations, types the president's tenure recommendations
4 to the board of trustees, and has access to all materials in the tenure files is a
5 confidential employee). Further, the facts before us do not demonstrate whether the
6 information technology director has unfettered access to those computers and user
7 accounts or whether certain safeguards or guidelines are in place, which restrict or track
8 the incumbent's access in some manner. Accordingly, we decline to find the information
9 technology director to be a confidential employee.

10 Next, we must determine the appropriate unit placement for that position.
11 Because the incumbent exercises supervisory responsibility over employees in the
12 information technology department, the position is properly included in Unit B.

13 Dog Officer and Assistant Dog Officer

14 The parties stipulated that the dog officer and assistant dog officer do not share a
15 community of interest with other employees in Unit A or B and, thus, should not be
16 included in either bargaining unit. To determine whether employees share a community
17 of interest, the Board considers factors like similarity of skills and functions, similarity of
18 pay and working conditions, common supervision, work contact, and similarity of
19 training and experience. Princeton Light Department, 28 MLC 46, 48 (2001); Town of
20 Bolton, 25 MLC at 65; Boston School Committee, 12 MLC 1175, 1196 (1985). No
21 single factor is outcome determinative. City of Springfield, 24 MLC 50, 54 (1988); City of
22 Worcester, 5 MLC 1108, 1111 (1978). The Law requires that employees share only a
23 community of interest rather than an identity of interest. County of Dukes

1 County/Martha's Vineyard Airport Commission, 25 MLC 153, 155 (1999); Springfield
2 Water and Sewer Commission, 24 MLC 55, 59 (1998).

3 To satisfy the second and third statutory criteria, the Board considers the impact
4 of the proposed bargaining unit structure upon a public employer's ability to effectively
5 and efficiently deliver public services while safeguarding the rights of employees to
6 effective representation. Peabody School Committee, 27 MLC 7, 8 (2000); Town of
7 Bolton, 25 MLC at 66. The Board satisfied these obligations by placing employees with
8 common interests in the same bargaining unit. Id. This avoids the proliferation of units
9 that place an unnecessary burden on employer, while maximizing the collective strength
10 of employees in the bargaining relationship. City of Springfield, 24 MLC 50, 54 (1998);
11 Mass. Board of Regional Community Colleges, 1 MLC 1426, 1440 (1975). The Board's
12 preference for broad comprehensive units is balanced by its concern that a unit should
13 not include employees so diverse as to produce inevitable conflicts in the collective
14 bargaining process. University of Massachusetts, 4 MLC 1384, 1392 (1977). Only
15 significant differences that would result in inevitable conflicts constitute a basis for
16 excluding employees from a bargaining unit on the grounds that the employees lack a
17 community of interest with other bargaining unit members. West Boylston Water District,
18 25 MLC 150, 1515 (1999); Franklin Institute of Boston, 12 MLC 1091, 1093 (1985).

19 Here, the parties argue that because the dog officer and assistant dog officer
20 have no fixed hours and perform most of their work away from Town premises, they
21 have diverse interests from other potential members of Unit A or Unit B, which would
22 produce conflicts in the collective bargaining process. First, if the Board were to create
23 a bargaining unit consisting only of the dog officer and the assistant dog officer, it would

1 be contrary to the Board's policy favoring broad comprehensive units. Cf. Town of
2 Malden, 28 MLC 130, 134 (2001) (although the matron's position is the only on-call
3 position, it is included in the bargaining unit in accordance with Board policy favoring
4 broad, comprehensive bargaining units). Furthermore, other members of Unit A
5 perform at least some of their duties away from Town premises, including the minivan
6 driver, van driver, plumbing and gas inspector, and the wiring inspector. Also, a review
7 of the organizational chart shows that the dog officer and the assistant dog officer report
8 to the town administrator and ultimately to the selectboard as do other potential
9 members of Unit A or Unit B.

10 Next, we need to ascertain the appropriate unit placement(s) for the positions.
11 Because no job descriptions exist for the positions and the record contains no other
12 information about their duties, we cannot conclude that either position possesses any
13 supervisory authority. There, we include the positions in Unit A, the non-supervisory
14 bargaining unit.

15 WWTP Operations Manager and WWTP Compliance Officer

16 The parties stipulated that the WWTP operations manager and the WWTP
17 compliance officer were managerial or confidential employees. Turning first to the claim
18 that the incumbents in those positions are managerial employees, the parties argue that
19 the WWTP operations manager and the WWTP compliance manager make policies
20 affecting unionized employees within the WWTP, and assist the DPW superintendent
21 with responses to grievances affecting WWTP employees. However, because the
22 record before us does not reveal the nature of those policies, we cannot conclude that
23 the WWTP operations manager and the WWTP compliance manager formulate policies

1 that are of major importance to the mission and objectives of the Town. See
2 Georgetown Light Department, 21 MLC 1771, 1775 (1995) (plans and procedures are
3 not managerial policy decisions unless decisions involve subjects of major importance
4 when examined in light of the objectives of the public enterprise). Although the job
5 descriptions for the WWTP operations manager and the WWTP compliance manager
6 show that the positions are highly technical with considerable responsibility for the
7 Town's WWTP, the actions of the incumbents are governed by applicable state and
8 federal laws. See also Greater Lawrence Sanitary District, 34 MLC at 95 (because
9 compliance benchmarks are regulatory matters, the monitoring manager who monitored
10 the sanitary district's compliance with state and federal regulatory requirements did not
11 play a significant role in the establishment of the employer's objectives). Further, we
12 note that because the job descriptions for both positions indicate that the incumbents
13 work under the general supervision of the DPW superintendent and that the DPW
14 superintendent reviews major decisions that the WWTP compliance manager makes
15 and refers questionable cases for action, there is insufficient evidence to establish that
16 those policies are not screened by another level of administration, i.e. the DPW
17 superintendent. Worcester School Committee, 3 MLC at 1653.

18 Next, although the parties stipulated that the WWTP operations manager and the
19 WWTP compliance manager assist the DPW superintendent with grievances affecting
20 WWTP employees, those duties, on the facts before us, are insufficient to render the
21 incumbents in those positions as managerial or confidential employees. First, the
22 record does not contain any information describing the nature of the assistance that the
23 incumbents in the two positions provide to the DPW superintendent or at what point in

1 the contractual grievance procedure that they provide the assistance. Thus, we cannot
2 conclude that the incumbents exercise independent judgment beyond the first-step in
3 the grievance-arbitration procedure pursuant to the third prong of the managerial test.
4 Nor is there any evidence that the WWTP operations manager and the WWTP
5 compliance manager are involved in collective bargaining pursuant to the second prong
6 of the managerial test. Furthermore, we do not have any evidence showing that the
7 WWTP operations manager's and the WWTP compliance manager's role in providing
8 the DPW superintendent with assistance on grievances exposes them to confidential
9 information concerning labor relations matters, management's position on personnel
10 matters, or advance knowledge of the Town's collective bargaining proposals. Compare
11 Board of Higher Education, 31 MLC 149, 152 (2005) (administrative assistant, who
12 schedules Step 1 grievances, maintains files pertaining to such grievances, works with
13 the employer's attorney to gather necessary materials for grievances proceeding to
14 arbitration, and forwards memos regarding those topics, is a confidential employee).

15 Additionally, although the parties stipulated to the fact that the WWTP operations
16 manager and the WWTP compliance manager are privy to sensitive disciplinary
17 investigations and are aware of disciplinary actions before they occur, we do not find
18 that this fact alone supports the conclusion that the WWTP operations manager and the
19 WWTP compliance officer are managerial or confidential employees. Instead, this fact
20 supports the conclusion that the WWTP operations manager and the WWTP
21 compliance manager should be placed in a separate bargaining unit from the bargaining
22 unit of non-supervisory DPW employees, which is what will take place here. See Town

1 of Wilmington, 33 MLC 18, 21 (2006) (police sergeants' role in investigating complaints
2 against patrol officers also warrants their placement in a separate bargaining unit).

3 Finally, we consider the appropriate unit placement for the disputed positions.
4 The job description for the WWTP operations manager shows that the incumbent in the
5 position conducts annual performance evaluations and recommends hiring, firing, and
6 discipline to the DPW superintendent. Additionally, a review of the job description for
7 the WWTP compliance manager reveals that the incumbent in the position assigns work
8 tasks, evaluates performance, may participate with the DPW superintendent in the
9 hiring process for new employees, and is responsible for escalated disciplinary actions
10 for employees of the Water Pollution Control Division. Therefore, we conclude that
11 pursuant to Section 3 of the Law, the appropriate unit placement for both positions is
12 Unit B, the supervisory bargaining unit.

13 Conclusion/Direction of Election

14 Based on the record and for the reasons stated above, we conclude that a
15 question of representation has arisen concerning certain employees of the Town of
16 South Hadley and the following units constitute appropriate units within the meaning of
17 Section 3 of the Law:

18 Unit A-All full-time and regular part-time administrative, clerical, inspectional, and
19 support service personnel employed by the Town of South Hadley, including employees
20 in the following positions:

- 21
22 Administrative Assistant Library
23 Assistant Associate Assessor
24 Assistant Cook
25 Assistant Dog Officer
26 Custodian
27 Dog Officer
28 Dispatcher
29 Library Assistant

- 1 Meals on Wheels Coordinator
- 2 Minivan Driver
- 3 Page
- 4 Senior Account Clerk
- 5 Senior Clerk (All Departments)
- 6 Senior Library Technician
- 7 Van Driver
- 8 Volunteer Coordinator
- 9 Plumbing and Gas Inspector
- 10 Wiring Inspector
- 11 Social Service Coordinator

12
 13 but excluding the applications specialist, the office manager/DPW, the secretary to the
 14 police chief, the veteran's agent, all supervisory, managerial, confidential, and casual
 15 employees, and all other employees.

16
 17 Unit B-All full-time and part-time supervisory personnel employed by the Town of South
 18 Hadley, including employees in the following positions:

- 19
- 20 Assistant Director Council on Aging
- 21 Assistant Supervisor WWTP
- 22 Assistant Tax Collector
- 23 Assistant Town Clerk/Treasurer
- 24 Building Commissioner
- 25 Cataloguer/Head Technical Services
- 26 Circulation Coordinator
- 27 Conservation Administrator
- 28 Food Service Coordinator
- 29 Information Technology Director
- 30 Nurse
- 31 Reference Librarian
- 32 Solid Waste Coordinator
- 33 WWTP Compliance Manager
- 34 WWTP Operations Manager
- 35 Youth/Child Services Librarian

36
 37 but excluding the assistant town accountant, the director of public health, all non-
 38 supervisory, managerial, confidential and casual employees, and all other employees.

39
 40 IT IS HEREBY DIRECTED that an election by secret ballot shall be conducted to
 41 determine whether a majority of employees in each of the above-described separate
 42 bargaining units desire to be represented by the American Federation of State, County
 43 and Municipal Employees, Council 93, AFL-CIO or by no employee organization.

1 Inasmuch as the above-referenced bargaining Unit B includes the positions of
2 cataloguer/head technical services, circulation coordinator, nurse, reference librarian,
3 and youth/child services librarian, who are professional employees within the meaning
4 of Chapter 150E, the cataloguer/head technical services, the circulation coordinator, the
5 nurse, the reference librarian, and the youth/child services librarian shall be given an
6 opportunity to vote as to whether or not they wish to be included in Unit B, a bargaining
7 unit consisting of both professional employees and non-professional employees. If a
8 majority of the professional employees vote for inclusion in Unit B, they shall be given
9 the opportunity with other Unit B employees to vote as to whether they desire to be
10 represented by the American Federation of State, County and Municipal Employees,
11 Council 93, AFL-CIO or by no employee organization.

12 If the majority of professional employees vote not to be included in Unit B, they
13 shall be in a separate professional unit consisting of the cataloguer/head technical
14 services, the circulation coordinator, the nurse, the reference librarian, and the
15 youth/child services librarian, but excluding all other employees of the Town of South
16 Hadley, and they shall have the an opportunity to vote whether the professional unit
17 shall be represented by the American Federation of State, County and Municipal
18 Employees, Council 93, AFL-CIO or by no employee organization.

19 The eligible voters shall include all those persons within each above-described
20 bargaining unit whose names appear on the Town of South Hadley's payroll for the
21 payroll period for the week ending the Saturday preceding the date of this decision and
22 who have not yet since quit or been discharged for cause. The list of eligible voters

1 must be either electronic (e.g. Microsoft Access or Excel) or in the form of mailing
2 labels.

3 To ensure that all eligible voters shall have the opportunity to be informed of the
4 issues and the statutory right to vote, all parties to this election shall have access to a
5 list of voters in each unit and their addresses which may be used to communicate with
6 them.

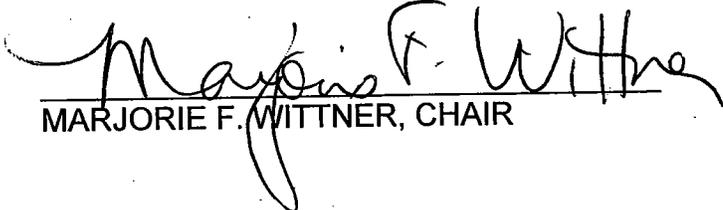
7 Accordingly, IT IS HEREBY FURTHER DIRECTED that two (2) copies of election
8 eligibility lists containing names and addresses of all eligible voters, separated by
9 bargaining units and separately noting the identities of the professional employees,
10 must be filed by the Town of South Hadley with the Executive Secretary of the Division
11 of Labor Relations, 19 Staniford Street, 1st Floor, Boston, MA 02114 no later than
12 fourteen (14) days from the date of this decision.

13 The Executive Secretary shall make the lists available to all parties to the
14 election. Failure to submit the lists in a timely manner may result in substantial
15 prejudice to the rights of employees and the parties; therefore, no extension of time for
16 filing the lists will be granted except under extraordinary circumstances. Failure to

- 1 comply with this direction may be grounds for setting aside the election, should proper
- 2 and timely objections be filed.
- 3 SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF LABOR RELATIONS

COMMONWEALTH EMPLOYMENT
RELATIONS BOARD


MARJORIE F. WITTNER, CHAIR


ELIZABETH NEUMEIER, BOARD MEMBER