December 14, 1999 to January 18, 2000, compounded quarterly in the manner specified in *Everett School Committee*, 10 MLC at 1609.

Pay Luis Tejeda (L. Tejeda) the amount of one hundred fourteen thousand nine hundred seventy dollars and sixty-six cents ($114,970.66) plus interest at the rate specified in M.G.L. c. 231, §6I from the date L. Tejeda lost use of the money until the date of reimbursement, except the periods from October 29, 1999 to November 30, 1999 and from December 14, 1999 to January 18, 2000, compounded quarterly in the manner specified in *Everett School Committee*, 10 MLC at 1609.

Pay Berenice Tejeda (B. Tejeda) the amount of one hundred four thousand five hundred fifty dollars and sixty-six cents ($104,550.66) plus interest at the rate specified in M.G.L. c. 231, §6I from the date B. Tejeda lost use of the money until the date of reimbursement, except the periods from October 29, 1999 to November 30, 1999 and from December 14, 1999 to January 18, 2000, compounded quarterly in the manner specified in *Everett School Committee*, 10 MLC at 1609.

Pay Fran Romero (F. Romero) the amount of one hundred eleven thousand one hundred seventy dollars and sixty-six cents ($111,170.66) plus interest at the rate specified in M.G.L. c. 231, §6I from the date F. Romero lost use of the money until the date of reimbursement, except the periods from October 29, 1999 to November 30, 1999 and from December 14, 1999 to January 18, 2000, compounded quarterly in the manner specified in *Everett School Committee*, 10 MLC at 1609.

Pay Gesenia Romero (G. Romero) the amount of ninety thousand eight hundred seventeen dollars and sixteen cents ($90,817.16) plus interest at the rate specified in M.G.L. c. 231, §6I from the date G. Romero lost use of the money until the date of reimbursement, except the periods from October 29, 1999 to November 30, 1999 and from December 14, 1999 to January 18, 2000, compounded quarterly in the manner specified in *Everett School Committee*, 10 MLC at 1609.

SO ORDERED.

* * * * * *

In the Matter of PLYMOUTH COUNTY SHERIFF'S DEPARTMENT

and

ASSOCIATION OF COUNTY EMPLOYEES

Case No. MUP-04-4016

67.3 furnishing information

November 7, 2007
Michael A. Byrnes, Chairman
John F. Jesensky, Commissioner
Paul T. O'Neill, Commissioner

Patrick Lee, Esq.	*Representing the Plymouth County Sheriff's Department*
Randall Nash, Esq.	*Representing the Association of County Employees*

DECISION[1]

Statement of the Case

On January 14, 2004, the Association of County Employees (Union or ACE) filed a charge with the Labor Relations Commission (Commission), alleging that the Plymouth County Sheriff's Department (Department or Employer) had violated Sections 10(a)(1), 10(a)(3), 10(a)(4), and 10(a)(5) of the Massachusetts General Laws, Chapter 150E (the Law).[2] Following an investigation, the Commission issued a complaint of prohibited practice on November 3, 2005, alleging that the Department had violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by failing to provide information that was relevant and reasonably necessary for the Union to police and enforce provisions of a collective bargaining agreement. The Department filed its answer on December 7, 2005.

On February 15, 2006, the parties agreed to a stipulated record in lieu of an evidentiary hearing. The Union submitted its brief on March 22, 2006, and the Department submitted its brief on March 24, 2006. At the request of the hearing officer, the Department supplied on February 15, 2006 an inventory of the requested information at issue in the complaint (See Appendix A).

On August 25, 2006, the Commission ordered an *in camera* review of the disputed information, and the Department provided that information on September 1, 2006.

1. Pursuant to 456 CMR 13.02(1), the Commission has designated this case as one in which the Commission shall issue a decision in the first instance.

2. Count II of the Union's charge alleged violations under Sections 10(a)(1), 10(a)(3), and 10(a)(4) of the Law. Count III of the Union's charge alleged a violation of Section 10(a)(5) of the Law. The Union withdrew Count II on March 18, 2005 and Count III on May 23, 2005. As a result, the Commission only investigated Count I of the Union's charge, which alleges that the Department unlawfully refused to provide the Union with certain information in violation of Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law.

Statement of Facts[3]

The parties agree to the following facts.

1. The Plymouth County Correctional Facility (Facility) is a penal institution housing approximately 1600 county, state, and federal inmates and pretrial detainees. The Department is responsible for the management of the Facility.

2. The Facility has a clear chain of command. The Sheriff is the Superintendent of the Facility. The Special Sheriff is the second-in-command of the Department. The Deputy Superintendent is in charge of the day to day operations of the Facility. Under the Deputy Superintendent is the Director of Security. Under the Director are Assistant Deputy Superintendents who report to the Director. Under the Assistant Deputy Superintendents are Captains and Lieutenants. Captains and Lieutenants belong to the bargaining unit represented by the International Brotherhood of Correctional Officers (IBCO). Under the Lieutenants are Sergeants and Correctional Officers. Sergeants and Correctional Officers belong to the bargaining unit represented by the Union.

3. At all times relevant to this matter, the Union and the Department were parties to a collective bargaining agreement (Agreement).

4. Article X, Section Two of the Agreement states:

> "The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should engage in or be subjected to such harassment. Employees who engage in such conduct shall subject themselves to disciplinary action. The term sexual harassment as used herein shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when; A. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as the basis for employment decisions; B. Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment."

5. In or around March of 2003, a female correctional officer (Complainant) in the Union's bargaining unit informed the Union that one of the Department's male supervisors (Supervisor) had sexually harassed her. Grievance Administrator Francis J. Rogers (Rogers), a member of the Union's executive board with the responsibility of processing grievances, filed a grievance on the Complainant's behalf (Grievance No. 003050300).

6. On March 10, 2003, the Department and the Union had a Step 1 meeting in connection with Grievance No. 003050300. Rogers and Union President D. Larry Boucher attended the meeting on behalf of the Union. Deputy Superintendent Brian Gillen (Gillen) attended on behalf of the Department.

7. Prior to the Step 1 meeting, the Complainant told Union representatives that the Supervisor propositioned her for sex, rubbed against her and touched her while she was working, and gave her offensive notes. One note read, "I think you need a body rub. I would be happy to do this for you. I miss you very much. I think you need to see me today. That way you can give me a nice kiss like you want to. HA HA." The second note read, "Hey good looking, lets [sic] get naked. I knew I could get a smile out of you. I think about our meeting all the time. I wish that cookie was my tongue." [The Complainant gave copies of these notes to Rogers, who shared those copies with the Department at the Step 1 meeting.]

8. The Department denied the grievance at Step 1.

9. The grievance was not resolved at Step 2.

10. Article X, Section Four of the Agreement states, in pertinent part, as follows:

> "If the grievance is not resolved at Step 2 and if the Union wishes to pursue the matter, the employee and the Union must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Union . . . [and such] demand must be accompanied by an Employer approved election of remedies form signed by the employee agreeing to and selecting the Grievance Arbitration Procedures as the sole and exclusive forum for resolving the discrimination claim and expressly electing to forego their [sic] right to proceeding [sic] with the matter before the Mass. [Commission] Against Discrimination, the Equal Employment Opportunity Commission, other administrative agencies and/or the Courts."

11. On or about April 7, 2003, Rogers withdrew the grievance in accordance with Article X, Section Four of the Agreement because the Complainant elected to pursue her claim with the Massachusetts Commission Against Discrimination and/or the Equal Employment Opportunity Commission.

12. The Union represents a number of female Correctional Officers.

13. The Supervisor continued to work for the Department in a supervisory capacity until July 1, 2005, when he was non-reappointed and assigned to a non-supervisory position.

14. On or about June 11, 2003, Rogers, in his capacity as an officer of the Union, submitted a request for information to John Cristiani (Cristiani), the Department's Human Resource Director. Rogers requested:

> "1) Copies of all documents and all information obtained by the Plymouth County Sheriff's Dept. and/or its representatives in connection with its investigation of Grievance# 003050300; 2) Copies of all documents and all information obtained by the Plymouth County Sheriff's Dept. and/or its representatives in connection with its investigation of any and all claims of sexual harassment, sexual discrimination or other forms of harassment or discrimination relating to [Complainant]."

15. Grievance Administrator Rogers believes it is necessary for the Union to obtain the requested information to enforce and police the Agreement, protect the interests of its members under Article X of the Agreement, and carry out its duty as bargaining representative.

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3. The Commission's jurisdiction is uncontested.

16. Because Rogers did not receive a response to his information request, he resubmitted this request for information on or about June 25, 2003 and again on July 7, 2003.

17. On July 18, 2003 Rogers received a letter from Cristiani. Cristiani wrote, "Due to the union's withdrawal of the related grievance, the department is not inclined to furnish the information requested."

18. On or about December 17, 2003, the Union's attorney wrote to Cristiani regarding this matter and another unrelated information request. The attorney wrote, in pertinent part:

> "Notwithstanding the withdrawal of any grievance, the requested information is relevant and reasonably necessary to the ACE's duties as bargaining agent. Under Article X, Section Two of the collective bargaining agreement, the Employer and the Union have acknowledged that sexual harassment is a form of unlawful sex discrimination, and have agreed that no employee should engage in or be subjected to such harassment. It is our understanding that the supervisor in question continues to work for the Department. As the potential for the harassment of bargaining unit members continues to exist, the Union is interested in obtaining, and has the right to obtain, documents and information that will aid in it[s] representation of its membership. The fact that the grievant chose to withdraw her grievance and pursue her claim at the Massachusetts Commission Against Discrimination does not diminish the ACE's interest in or right to this information."

19. On December 19, 2003, Acting General Counsel Robert Harnais (Harnais) received the letter from the Union's attorney.

20. Shortly after he received the letter, Harnais contacted the Secretary of State's Office to determine whether or not certain information being requested was exempt from disclosure under the Freedom of Information Act.

21. Upon receipt of an informational packet from the Secretary of State's Office, which listed all the exemptions, more specifically, "personnel and medical files or information, also any other materials or data relating to a specifically named individual, the disclosure of which may constitute an unwarranted invasion of personal privacy," (Guide to Massachusetts Public Records Law, published by William Galvin, Secretary of the Commonwealth), Harnais determined that some portions of the written Request for Information would come under exemptions to the Freedom of Information Act.

22. By way of a letter from Harnais dated December 29, 2003, the Department refused to provide the requested information. Harnais wrote, "As to your Request for Information and documents relative to the investigation of a sexual harassment claim, please be advised that it is our belief that these documents would be exempt from a Freedom of Information Request. More specifically, we cite exemption (c) of the listed exemptions outlines [sic] by the Secretary of States Office, which states 'personnel and medical files or information: also any other material or data relating to a specifically named individual; the disclosure of which may constitute an uncorroborated invasion of personal privacy.'" The only information provided with the December 29, 2003, letter was information responsive to the unrelated request for health and safety inspection reports. The Department provided no information in response to the June 11, 2003 request for information.

23. Department Policy #239 prohibits sexual harassment and other forms of workplace discrimination. The policy sets forth the procedure for the report and investigation of sexual harassment. The policy provides that employees may report the harassment to any designated investigator: the Director of Human Resources; in-house legal counsel; the ADS of special investigations; or the ADS for special projects. The policy requests that a complainant provide the following information: a description of the incident; the name of the alleged offender; the date and location of the incident; the names of any witnesses; and any other supporting details requested by the investigator. The policy provides for an investigation by the Department, including an interview of a complainant, the subject, and any witnesses. On the subject of confidentiality, the policy states: "The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances." The reporting forms for written complaints of harassment bear the title "CONFIDENTIAL." The policy provides that an employee who engages in prohibited conduct shall be subject to discipline up to and including termination, and records of disciplinary action will be made part of the employee's personnel file. The policy provides that the Director of Human Resources will maintain confidential files of all cases filed.

24. Assistant Deputy Superintendent John Buckler (Buckler), assigned to the Special Investigations Division, had been a law enforcement officer for over twenty years in the spring of 2003. He conducted an investigation of a report by the Complainant. The investigator interviewed or obtained reports from several Department employees. Those who participated in the investigation were: the director of security; one assistant deputy superintendent; two captains including the [Supervisor]; two lieutenants; and two correctional officers, in addition to the Complainant. In addition, the investigator received information from Deputy Superintendent Gillen regarding the Step 1 meeting held in connection with Grievance No. 003050300. Acting General Counsel Harnais conducted a disciplinary hearing in which the [Supervisor], Buckler, and Investigator Scott Petersen participated.

25. The Union was not informed of the investigation activities described in paragraph 24 until January 25, 2006.

26. Buckler believes that maintaining the confidentiality of Complainant and witness statements is essential to the successful investigation and prevention of sexual harassment.

27. Despite a request by the Union, the Department has refused to provide the requested information in a redacted format or subject to a protective agreement or other safeguards.

Opinion

If a public employer possesses information that is relevant and reasonably necessary to an employee organization in the performance of its duties as the exclusive collective bargaining representative, the employer is generally obligated to provide the information upon the employee organization's request. *Board of Higher Education*, 29 MLC 169, 170 (2003), *citing*, *Higher Education Coordinating Council*, 23 MLC 266, 268 (1997). The employee organization's right to receive relevant and reasonably necessary

information is derived from the statutory obligation to engage in good faith collective bargaining, including both grievance processing and contract administration. *Sheriff's Office of Middlesex County*, 30 MLC 91, 96 (2003), *citing*, *Boston School Committee*, 24 MLC 8, 11 (1998) (additional citations omitted).

The Commission's standard in determining whether the information requested by an employee organization is relevant is a liberal one, similar to the standard for determining relevancy in civil litigation discovery proceedings. *Board of Higher Education*, 26 MLC 91, 92 (2000); *Board of Trustees, University of Massachusetts (Amherst)*, 8 MLC 1139, 1141 (1981). Information about terms and conditions of employment of bargaining unit members is presumptively relevant and reasonably necessary for an employee organization to perform its statutory duties. *Board of Higher Education*, 29 MLC at 170, *citing*, *City of Lynn*, 27 MLC 60, 61 (2000).

Here, the Department first challenges the relevancy of the Union's information request. The Department argues that, because the Complainant withdrew her grievance and decided to pursue her sexual harassment case at the Massachusetts Commission Against Discrimination, there was no longer any grievance-related reason for the requested information. However, the Commission has long maintained that bargaining representatives have a right to request information needed for monitoring compliance with a collective bargaining agreement. *Sheriff of Bristol County* v. *Labor Relations Commission*, 62 Mass. App. Ct. 665, 670 (2004); *Worcester School Committee*, 14 MLC 1682, 1685 (1988); *see also Commonwealth of Massachusetts*, 20 MLC 1145, 1153-4 (H.O. 1993), *aff'd*, 21 MLC 1720 (1995) (information requests regarding an employer's compliance with sexual harassment policies is relevant and reasonably necessary to union's duty to police and enforce sexual harassment provisions in a collective bargaining agreement). Furthermore, while the Complainant's pending grievance was withdrawn, the Union points out that it still needs the requested information to determine if other unit members were affected by the Supervisor's alleged misconduct and to assess if the Department met its obligations to abide by the Agreement. *Board of Higher Education*, 29 MLC at 171. Accordingly, there is no question that the Union's June 11, 2003 request is for information that is relevant and reasonably necessary to the Union in policing and enforcing the sexual harassment provisions of the Agreement.

Once a union has established that the requested information is relevant and reasonably necessary to its duties as the employees' exclusive representative, the burden shifts to the employer to establish that it has legitimate and substantial concerns about disclosure, and that it has made reasonable efforts to provide the union with as much of the requested information as possible, consistent with its expressed concerns. *Board of Higher Education*, 26 MLC at 93; *Adrian Advertising*, 13 MLC 1233, 1263 (1986), *aff'd sub nom.*, *Despres* v. *Labor Relations Commission*, 25 Mass. App. Ct. 530 (1988) (and cases cited therein). If an employer advances legitimate and substantial concerns about the disclosure of information, the case is examined on the facts contained in the record. *Boston School Committee*, 13 MLC 1290, 1295 (1986). The employer's concerns are then balanced against the union's need for the information. *Commonwealth of Massachusetts, Chief Administrative Justice of the Trial Court*, 11 MLC 1440, 1443-44 (1985). Absent a showing of great likelihood of harm flowing from the disclosure, the requirement that a bargaining representative be furnished with the information overcomes any claim of confidentiality. *Greater Lawrence Sanitary District*, 28 MLC 317, 318-319 (2002).

To meet its burden here, the Department generally argues that the requested information is exempt from disclosure under M.G.L. c. 4, § 7, Twenty-sixth (c) of the Massachusetts Public Records Law (PRL).[4] However, the Commission has repeatedly held that an employer's obligation to bargain under the Law can be fulfilled in a manner consistent with the purposes of M.G.L. c. 4, § 7, Twenty-sixth (c).[5] *Commonwealth of Massachusetts*, 21 MLC 1499, 1505-6 (1994), *citing*, *Board of Trustees*, 8 MLC 1148, 1152 (1981). In *Bristol County Sheriff's Department*, 32 MLC 76, 81 (2005); *City of Boston*, 32 MLC 1, 2 (2005); *Sheriff's Office of Middlesex County*, 30 MLC 91, 98-9 (2003); and *Board of Higher Education*, 29 MLC 169, 171-2 (2003), the Commission ordered public employers to provide, with certain safeguards, relevant and reasonably necessary information to unions that was exempt from disclosure under M.G.L. c. 4, § 7, Twenty-sixth (c).[6]

The Department further contends that disclosure is impossible because of the adverse affect that information would have on the Supervisor's authority and ability to manage employees under his command. Additionally, the Department asserts that it needs to maintain the confidentiality of the Complainant's and witnesses' statements because: 1) the Department assured these individuals that it would not disclose their statements; 2) employees will be less likely to cooperate in similar investigations if they believe others will eventually learn what they said; and 3) individual identities can be ascertained easily from the time and date of reported observations. The Commission, though, considered and rejected similar arguments in *City of Boston*, 31 MLC at 2. We do not find that these arguments are any more persuasive here.

Although the Department raised these general arguments, it failed to specify its particular concerns about disclosure in the inventory

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4. This statutory provision sets forth the following exemption to what information can be classified as a public record:

> personnel and medical files or information; also any other materials or data relating to a specifically named individual, the disclosure of which may constitute an unwarranted invasion of personal privacy[.]

5. Similarly, the Commission ordered public employers to provide relevant and reasonably necessary information, with certain restrictions, that was exempt from disclosure under M.G.L. c. 4, § 7, Twenty-sixth (f). *Bristol County Sheriff's Department*, 28 MLC 113, 122-3 (2001), *aff'd sub nom.*, *Sheriff of Bristol County* v. *Labor Relations Commission*, 62 Mass. App. Ct. at 670-1; *City of Boston*, 22 MLC 1698 (1996).

6. The safeguards, as set forth in *Boston Police Superior Officers Federation* v. *City of Boston*, 414 Mass. 458, 461 n.5 (1993), include limited access to union counsel and union officers, limits on the use of the information to the issue for which the information was requested, and redaction or other mechanisms for hiding the identity of individuals not directly related to the issue for which the information is being requested.

it provided in this matter. *See, Worcester Telegram & Gazette Corp.* v. *Chief of Police of Worcester*, 436 Mass. 378, 384 (2002) (review of public records accomplished through itemized document log that sets forth detailed justifications for why each item is exempt from public disclosure). The Supreme Judicial Court has held that the "custodian of the requested record has the burden of proving, with specificity, the applicability of the relevant exemption", and that if only a portion of the public record is exempt from disclosure, "the nonexempt 'segregable portion' of the record is [still] subject to public access" (citations omitted). *Id.* at 383. Because the Department failed to provide any justification for its lack of disclosure, the Commission conducted an *in camera* review of the requested documents.[7]

After reviewing those documents, we find that documents 14, 17, and 23 in the inventory are public records that do not fall under any of the exemptions set forth in the PRL. Nevertheless, the other documents listed in the inventory contain information regarding social security numbers, medical information, marital history, and disciplinary reports that is statutorily exempt from public disclosure under M.G.L. c. 4, § 7, Twenty-sixth (c). In accordance with the prior Commission decisions discussed above, the Department is obligated to provide the Union with the relevant and reasonably necessary information contained in documents 1 to 13, 15, 16, and 18 to 22, subject to the safeguards the Commission has traditionally ordered in these cases. In this way, the Union's need for the information outweighs the Department's expressed concerns.

Conclusion

For the reasons stated above, we conclude that the Department violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by failing to provide the Union with the information requested in its June 11, 2003 letter.

Remedy

As noted previously, items 14, 17, and 23 may be released to the Union without restrictions, because they are disclosable public records. With respect to the other items, we order the release of that information subject to the following judicially-approved safeguards set forth in *Boston Police Superior Officers Federation*, 414 Mass. at 461 n.5.; *see, Sheriff's Office of Middlesex County*, 30 MLC at 100. Accordingly, when providing the Union with the requested information, the Department shall:

(a) Redact information relating to social security numbers, medical information, and marital history from all the materials in items 1-13, 15, 16, and 18-22; and

(b) Redact the names and other identifying information of individuals who supplied statements or who are identified in those statements from all the materials in items 1-13, 15, 16, and 18-22 and substitute a code for the names of the individuals that are redacted. Because the Supervisor's and the Complainant's names are known to the Union, the Department does not need to redact their names or substitute a code for their names.

Unless the parties agree otherwise, once in possession of the redacted information in items 1-13, 15, 16, and 18-22, the Union shall take reasonable measures to insure that this information is used solely to: 1) determine if other unit members besides the Complainant have been sexually harassed by the Supervisor; 2) assess if the Department's investigation of the Complainant's allegations complied with Article X, Section 2 of the Agreement; or 3) pursue directly related proceedings arising from these actions, such as grievances, charges, appeals, or compliance proceedings. Reasonable measures shall include, but not be restricted to:

(a) confining access to these documents to those persons necessary to meet the three objectives specified above;

(b) producing only those copies essential to obtain the participation of persons necessary to meet the three objectives specified above;

(c) numbering any copies that are made and tracking the access of necessary persons to the documents;

(d) obtaining certifications from all persons with access to the documents that they have not and will not discuss or otherwise disclose the contents of the documents to anyone who has not also certified that they acknowledge and adhere to these restrictions; and

(e) obtaining and returning all numbered copies after a reasonable time to the Department, unless an agreement is reached on alternative reasonable document-handling procedures.

Order

WHEREFORE, on the basis of the foregoing, IT IS HEREBY ORDERED that the Department shall:

1. Cease and desist from:

a. Failing to bargain in good faith with the Union by refusing to provide information that is relevant and reasonably necessary to the Union's role as exclusive bargaining representative.

b. In any like manner, interfering with, restraining and coercing its employees in the exercise of their rights guaranteed under the Law.

2. Take the following affirmative actions that will effectuate the purposes of the Law:

a. Provide the Union's counsel with all relevant and reasonably necessary information in items 14, 17, and 23.

b. Provide the Union's counsel with all relevant and reasonably necessary information in items 1-13, 15, 16, and 18-22 subject to the following conditions and to the reasonable measures described in the remedies section of this decision:

i. Redacting information relating to social security numbers, medical information, and marital history; and

ii. Redacting the names and other identifying information of individuals who supplied statements or who are identified in those statements and substituting a code for the names of these individ-

7. The Commission took the unusual step of conducting an *in camera* review here because of concerns unique to this case. In the future, it is unlikely that the Commission or its agents will conduct an *in camera* review where a party that has the requested information fails to set forth adequately its justifications for non-disclosure. *Worcester Telegram & Gazette*, 436 Mass. at 384 (*in camera* review should only be used as a measure of last resort), *quoting, Reinstein* v. *Police Commissioner of Boston*, 378 Mass. 281, 295 (1979).

uals that are redacted. Because the Supervisor's and the Complainant's names are known to the Union, the Department does not need to redact their names or substitute a code for their names.

c. Sign and post immediately in conspicuous places where employees usually congregate or where notices to employees are usually posted and maintain for a period of thirty (30) days thereafter copies of the attached Notice to Employees.

d. Notify the Commission within ten (10) days of receiving this Decision of the steps taken to comply herewith.

SO ORDERED.

APPENDIX A

The Department has provided the following inventory of the investigation file the Union requested:

1. Statement of facts provided by correction officer (1 page);

2. Employee record form for Complainant (1 page);

3. Copy of Supervisor's notes provided by J. Rogers on March 10, 2003 (2 pages);

4. Copy of Complainant's note provided by Supervisor (1 page);

5. Confidential memorandum from Deputy Superintendent Brian Gillen regarding Step 1 hearing on March 10, 2003 (1 page);

6. Report by Supervisor regarding allegations (5 pages);

7. Report by captain regarding conversations with Complainant and follow-up (1 page);

8. Second report by Supervisor regarding allegations (6 pages);

9. Report by lieutenant regarding conversations with Complainant and follow-up (3 pages);

10. Report by lieutenant regarding conversations with Complainant and follow-up (2 pages);

11. Report by captain regarding conversations with Complainant and follow-up (3 pages);

12. Report by correction officer regarding Duane Fortes (1 page);

13. Report by correction officer regarding conversations with Complainant (2 pages);

14. Notification to Supervisor of open investigation (1 page);

15. Supervisor's acknowledgement of training (1 page);

16. Disciplinary Hearing Decision (2 pages);

17. Notice regarding disciplinary hearing (1 page);

18. Notice regarding results of disciplinary hearing (2 pages);

19. Report by captain regarding conversations with Complainant and follow-up (2 pages);

20. Report by director of security regarding follow-up investigation (1 page);

21. Report by ADS regarding follow-up investigation (1 page);

22. Report by Supervisor regarding interaction between Complainant and Officer Fortes (2 pages);

23. Complainant's Opposition to Respondent's Motion to Dismiss, Complainant's Amended Charge, and Complainant's Proposed Order (9 pages).

NOTICE TO EMPLOYEES

The Massachusetts Labor Relations Commission has determined that the Plymouth County Sheriff's Department has violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by failing to provide the Association of County Employees with the information requested in its June 11, 2003 letter that is relevant and reasonably necessary for the Association of County Employees to fulfill its duties as the employees' exclusive collective bargaining representative.

The Plymouth County Sheriff's Department posts this Notice to Employees in compliance with the Labor Relations Commission's Order.

WE WILL NOT fail to bargain in good faith with the Association of County Employees by refusing to provide information that is relevant and reasonably necessary to the Association of County Employee's role as exclusive bargaining representative.

WE WILL NOT in any like manner, interfere with, restrain and coerce any employees in the exercise of their rights guaranteed under the Law.

WE WILL provide the Association of County Employees with the relevant and reasonably necessary information requested in its June 11, 2003 letter, subject to the safeguards set forth in the Labor Relations Commission's order.

[signed]
Plymouth County Sheriff's Department

* * * * * *