

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

CITY OF WORCESTER

-and-

NATIONAL ASSOCIATION OF GOVERNMENT  
EMPLOYEES, LOCAL 495

ARB-25-11488

Arbitrator:

Meghan Ventrella, Esq.

Appearances:

Theresa Reichert, Esq. - Representing the City of Worcester

James Dever, Esq. - Representing NAGE, Local 495  
Michael Manning, Esq.

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

**AWARD**

The City did not violate the collective bargaining agreement when it suspended Sean Quinlivan for one day. The grievance is denied.



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Meghan Ventrella, Esq.  
Arbitrator  
June 5, 2026

## **INTRODUCTION**

On July 30, 2025, NAGE, Local 495 (Union) filed a unilateral petition for Arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department appointed Meghan Ventrella, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a virtual hearing via WebEx on November 12, 2025. The parties filed briefs on January 23, 2026.

## **Issue**

Did the City have just cause to suspend Sean Quinlivan for one day? If not, what shall be the remedy?

## **Relevant Contract Language**

The parties' Collective Bargaining Agreement (Agreement) contains the following pertinent provisions:

### **Article 4- Management Rights**

In the interpretation of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of municipal management or governmental authority including, but not limited to, the following examples: the operation and direction of the affairs of the departments in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications; the determination and interpretation of job descriptions, but not including substantive changes; the planning, determination, direction and control of all the operations and services of the departments (and their units and programs); the increase, diminishment, change or discontinuation of operations in whole or in part; the institution of technological changes or the revising of processes, systems or equipment; the alteration, addition or elimination of existing methods, equipment, facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the departments, or its units or programs; the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification

to be so called; the determination of whether goods should be made, leased, contracted or purchased on either a temporary or a permanent basis; the hiring, appointment, promotion, demotion, suspension, discipline, discharge, or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; the making, implementation, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the City deems necessary; and the power to make appropriation of funds; except to the extent abridged by a specific provision of this Agreement or law. The rights of management under this article and not abridged shall not be subject to submission to the arbitration procedure established in Article 11 herein. Nothing in this article shall be interpreted or deemed to limit or deny any rights of management provided the City bylaw.

#### Article 11 - Grievance Procedure

1.) For purposes of this Article, a grievance shall be defined to be an actual dispute arising as a result of the application or interpretation of the express terms of this contract, Chapter 3 (the Leave Ordinance) and Appendix C (the Salary Ordinance) of the Revised Ordinances of the City of Worcester, 1996, providing, however, that any matter under the jurisdiction of the Civil Service Commission or the Worcester Retirement Board, any matter involving the purported exercise of management rights (Article 4 of this contract), supervisory orders or any matter reserved to the discretion of the City by the terms of this Agreement shall not be subject to this grievance procedure nor construed as being grievable. Any matter which occurred or failed to occur prior to the date of this Agreement shall not be a proper subject for binding arbitration. Grievances shall not be entertained if the cause occurred more than thirty actual working days of the employee prior to the initiation of the procedures set forth in this Article. If the Union or an employee brings a matter before the Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, or the Worcester Human Rights Commission, the Union or employee who files the action shall, simultaneous to the filing with the agency, notify the City of the filing and of the agency before which the matter is being brought. The parties agree that any decision of the arbitrator in a grievance between the City and the Union or an employee shall be admissible in any subsequent proceeding between the City and the Union or employee involving the same matter.

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5.) The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:

- a.) The arbitrator shall make no award for grievances initiated prior to the effective date of this article.
- b.) the arbitrator shall have no power to add to, subtract from, or modify this contract or the rules and regulations of the City and the Charter, Ordinances and Statutes concerning the City, either actually or effectively.

c.) The arbitrator shall only interpret such items and determine such issues as may be submitted to him by the written agreement of the parties.

## **FACTS**

### **Background**

The City of Worcester (City) and NAGE, Local 495 (Union) are parties to a collective bargaining agreement. At all relevant times, Sean Quinlivan (Quinlivan) was an engineer in the City's Department of Public Works (DPW) Engineering Division, Jason Mello (Mello) was the Director of Engineering for the City, and Marey Carey (Carey) was a Staff Assistant in the DPW Engineering Division. As the Director, Mello supervises and approves payroll for the engineers, including Quinlivan. The DPW Engineering Division's office consists primarily of a large room with cubicles for various staff members that leads to a kitchen as well as an enclosed office space for Mello.

### **Counseling Letters**

On February 9, 2023, Mello issued Quinlivan a formal counselling session letter about unauthorized absences. On June 1, 2023, Mello issued Quinlivan a formal counselling session letter to discuss recent acts of disrespectful and unprofessional behavior. Specifically, Mello cited instances of Quinlivan using disrespectful language in communicating with others in the office, acts of insubordination, and inappropriate use of office email.

In the June 1 counseling letter, Mello stated: "[a]cting in a professional and businesslike manner is an essential function of your job. Behavior such as that described above is disruptive to workplace harmony and is unacceptable. In the future, the type of behavior described in this counseling session will not be tolerated. Although this is not disciplinary in nature, failure to improve in these areas and comply with expectations as

described above will result in disciplinary action, up to and including termination of employment.”

#### September 2023 events

By email dated September 6, 2023, Quinlivan requested to use two hours of sick time the following day for an appointment at 8:00 a.m., and Mello approved the request. Later that same day, Mello informed the engineering staff about an overtime opportunity for that night, and Quinlivan accepted the overtime shift.

By email dated September 7, 2023, Mello informed Quinlivan that:

I was reviewing the sign in book and came across some inconsistencies in your sign in time. From Friday last week through Tuesday of this week your sign in time is earlier than the individuals signed in before and after you by 15-25 mins. Please provide an explanation for these inconsistencies.

After sending this email, Mello spoke to Matt Rabasco (Rabasco) at his cubicle in the office. While Mello was speaking with Rabasco, Quinlivan started shouting at Mello from his cubicle which was about 40 feet away. Quinlivan was yelling at Mello that there were cameras, that he was not a liar, and that he would pull the video footage to prove he wasn't a liar. Quinlivan continued to yell at Mello to “check the cameras”. In addition to Mello, several DPW Engineering Division employees including Rabasco, Denali Trimble (Trimble), the Assistant Director of Engineering for the DPW, Tiko Lockhart (Lockhart) and Deb Davis (Davis) witnessed Quinlivan yelling at Mello.

After Quinlivan's outburst, Mello returned to his office to an email from Quinlivan stating: “I am not sure. I am here on time every day and sign in the book for the time I arrive.” After Quinlivan yelled “check the cameras” at Mello, Trimble went to Mello's office to complain about Quinlivan's disruptive behavior. After the meeting with Trimble, Mello

called Quinlivan into his office to explain how his earlier behavior was unprofessional and disruptive.

Later that same day, Mello was meeting in his office with Manny Tejada (Tejada), an employee with DPW, about an ongoing construction project. During the meeting, Quinlivan burst into Mello's office and began shouting that he "got the tapes" and Mello could look at them. Mello declined to look at the tapes. After Mello declined to review the tapes, Quinlivan sent Mello the following email:

I just reviewed the camera footage with Dave Harris and I walked through the back door at 7:19 on Friday and Tuesday (so I arrived earlier than that) and I parked my truck at 7:15 yesterday and then left in my city truck. I signed in afterwards when I came upstairs. I can check to see when I pulled up on Friday and Tuesday if you want to take it that far. I will make an effort to sign the book right when I get in from now on. Sorry for any confusion I may have caused.

Shortly after, Mello responded to Quinlivan's email stating that:

Your working time doesn't begin when you arrive, it begins when you've reached your [workstation] in a condition ready to work. Even if you walked through the back door at 7:19, it would be impossible to have reported to your [workstation] ready to work at 7:15. I appreciate that you may have had early morning obligations, but you need to prioritize signing in at the beginning of the workday. Moving forward, you are to report to the third floor and sign in before leaving for the field. This is the standard practice across the Division and I expect you to follow the same procedure as everyone else.

Also, on the morning of September 7, 2023, Quinlivan submitted two overtime slips to Carey for the work he performed on an overnight overtime shift.<sup>1</sup> By email dated September 7, Carey asked Quinlivan if he still wanted to use two hours of sick time, and he responded yes. Later that morning, Carey responded to Quinlivan that "due to union

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<sup>1</sup> Quinlivan submitted a slip for the work he performed on September 6 before midnight, and a second slip for the work he performed after midnight on September 7.

rules you cannot work overtime and use sick time in the same day. It will affect your three hours of overtime you worked this morning. Did you already have your appointment? Let me know how you [would] like to work this out.” Quinlivan responded to Carey’s email stating that: “my fault. Please keep me down for two hours sick [time] and I will not put in for the [overtime] this morning.” Carey responded ”you got it”.

By email dated September 8, 2023, Mello informed Quinlivan of the following:

I would like to take a moment to clarify your working hours for 9/6 and 9/7. On Wednesday 9/6 you requested to use 2 hours of sick time on Thursday, 9/7. [L]ater on 9/6, you accepted an overtime shift performing crack seal inspection. This shift was from 9/6 to 9/7, during which you worked 7 hours. On 9/7 you reported to the office at 8:30 and worked until 4:00. One hour of overtime will cancel out the one hour of sick time you would have otherwise used, resulting in 6 total hours of overtime. Below is a summary of how your time will be paid: 9/6: 8 [hours] regular pay 9/6 [and] 4[hours] overtime, 9/7: 2 [hours] overtime [and] 8 [hours] regular pay.

Quinlivan responded to Mello’s email requesting that Mello put him down for two hours of sick time and not put him down for any overtime on September 7, 2023. Mello responded asking if Quinlivan worked overtime on September 7, 2023.

By email dated September 8, 2023, Quinlivan informed Mello that:

I worked from midnight to 3 AM but had to go into the dentist that morning and did not realize the overlap so I do not want to put in for any OT on 9/7. Trying to do the right thing and avoid any issues. Please just put me in for 2 [hours] sick [time] on 9/7.

Mello responded to Quinlivan that the scenario he previously presented to Quinlivan is in line with City policies, therefore, that is how he would be paid. Shortly after, Quinlivan responded to Mello that he “expected to see 4 [hours] [overtime] on 9/6 and 2 [hours] sick [time] on 9/7 shown on my paycheck next week.” Mello responded that Quinlivan’s check would show the following hours: 9/6 for 8 hours regular pay, 9/6 for 4 hours of overtime,

9/7 for 2 hours of overtime, and 9/7 for 8 hours of regular time. Mello informed Quinlivan that he would not continue this conversation via email, but if he wanted to discuss the matter further, he could stop by Mello's office.

By email dated September 11, 2023, Trimble informed Mello that:

On Thursday, [September 7, 2023,] I was in a discussion with Deb David at her cubicle. [Partway] through this discussion there was a commotion in which I witnessed Sean Quinlivan standing near his cubicle and yelling after Jason Mello who I saw previously walked away from [Quinlivan] towards the kitchen. [Quinlivan] appeared to be stepping towards the kitchen while raising his voice. His words were confrontational in tone and volume and including saying that Jason should "check the cameras." This behavior was disruptive to my discussion and could clearly be heard throughout the office.

By email dated September 12, 2023, Carey expressed concerns to Jay Fink (Fink), the Commissioner of Public Works, and Mello about Quinlivan's behavior from the previous week. By email dated September 13, 2023, Mello recounted to Fink his interactions with Quinlivan on September 7 and September 8, 2023. On October 3, 2023, Fink interviewed Quinlivan about the events of September 7 and 8, 2023.

### Suspension

By letter dated October 16, 2023, Fink issued Quinlivan a one-day suspension for engaging in disrespectful, aggressive, and unprofessional behavior on September 7 and September 8, 2023. In the suspension letter, Fink explained that:

Upon investigating matters that took place on Thursday, September 7, it was found that you were disrespectful and unprofessional, and displayed aggressive behavior towards your manager by charging [in] and yelling at your manager on several occasions that day to "check the cameras" subsequent to him addressing a concern with you regarding inconsistencies with you signing the attendance book then you arrive for work. Your manager was setting expectations with you via an email, and you created an aggressive and uncomfortable environment for your manager.

Upon investigating matters that took place on Friday, September 8, it was found that you were being disrespectful towards your manager. Your manager told you that he will be paying you for all hours that you worked (between overtime, sick and regular hours), to which you replied, "I am expecting to see four [hours] OT on 9/6 and two hours sick on 9/7 shown on my paycheck next week." (email attached), which is disrespectful and unprofessional towards your manager. Demanding to be paid incorrectly versus hours that you actually worked is unacceptable and will not be tolerated.

Thereafter, the Union filed a grievance on behalf of Quinlivan for this discipline.

### **POSITION OF THE PARTIES**

#### **Employer**

The City asserts that Quinlivan's conduct on September 7 and September 8, 2023 was unprofessional and disrespectful. The City argues that even the Union's witness, Lockhart, testified that on the morning of September 7, 2023, he heard Quinlivan yelling across the room at his supervisor, Mello, and that his volume and tone were not normal. The City argues that it demonstrated that Quinlivan's behavior, over the span of two days, was belligerent toward his supervisor and coworkers, disruptive of the overall office environment, and wasteful of City time and resources as Quinlivan focused on arguing with his supervisor and pouring through the sign-in book and video footage as opposed to performing the work expected of him.

Next, the City argues that the Union attempted to distract the arbitrator with its argument that the City paid Quinlivan incorrectly, and it did not address the true issue at hand which was Quinlivan's inappropriate behavior. The City contends that when Mello approached Quinlivan regarding the inconsistency in his sign-in practices, he did not accuse him of arriving late to arrive at work. Mello explained to Quinlivan that he had observed some inconsistencies and that it was his expectation that Quinlivan should

report to work and sign in before going out into the field. Rather than simply agreeing to comply with this expectation going forward, Quinlivan instead spent hours over a period of two days screaming at Mello, barging into Mello's office, interrupting meetings, disrupting his coworkers, and using City resources and time to review video footage and dismantle and make copies of the sign-in book.

Moreover, the City has issued Quinlivan prior counseling for similar conduct. In June of 2023, Quinlivan was formally counseled for engaging in unprofessional workplace conduct, specifically, disrespectful communications with co-workers. Although the counseling session itself was not disciplinary in nature, he was advised that continued unprofessional conduct would lead to discipline. Accordingly, Quinlivan was aware that the Department would not tolerate further instances of unprofessional behavior when he became confrontational and belligerent with his supervisor and coworkers on September 7 and 8, 2023. As such, the City argues it had just cause to issue Quinlivan a one-day suspension.

### **Union**

The Union argues that the record does not support a finding of just cause. According to the City's guidance on signing into work, employees are expected to report to the office in the morning between 7:00 a.m. and 8:00 a.m. Additionally, the guidelines do not refer to when employees are 'expected' to sign in. As such, the Union asserts that Quinlivan complied with the guidelines for signing into work.

Next, the Union argues that after receiving Mello's email about the sign-in sheet, Quinlivan became concerned that he was being accused of stealing time. Given his concerns, Quinlivan reviewed the security footage. Quinlivan emailed Mello an

explanation of his attendance and stated that he “will make an effort to sign the book right when I get in from now on. Sorry for any confusion I may have caused.” At this point, Quinlivan had worked 22 of the previous 32 hours and was very tired.

Next, the Union argues that Quinlivan and Carey came to an understanding about his sick time and overtime on September 7, thus, Quinlivan was understandably upset that Mello changed the arrangement on September 8, 2023. The Union asserts that on September 6, Quinlivan sent Carey and Mello a request to use two hours of sick leave on September 7, 2023, and it was approved. Later that same day, Mello offered, and Quinlivan accepted, an overtime shift that would start at 8:00 p.m. on September 6 and last until 3:00 a.m. the following day. At about 3:55 p.m., Quinlivan finished his normal shift and had a break before his overtime shift.

On September 7, 2023, Quinlivan submitted two overtime vouchers to Carey, one for the four hours worked on Wednesday, and the other for the three hours worked on Thursday. On September 7, 2023, Carey asked him if he still wanted to use the two hours of approved sick time that he had expended earlier that day and Quinlivan agreed. Carey then clarified her question, asserting that “due to union rules you cannot work overtime and use sick time in the same day. It will affect the three hours of overtime ... worked this morning. Did you already have your appointment? Let me know how you'd like to work this out.” Quinlivan replied asking Carey to keep the 2 hours of sick time and he will put in for the OT for this morning. In response, Carey stated “you got it”.

On September 8, 2023, Quinlivan saw Mello's email from the previous day about the sign-in process. At this point Quinlivan was confused, because after 15 years of working for the City he thought being on the property was enough. Quinlivan replied to

Mello stating that: “this is news to me. It has always been when I arrived since I started 15 years ago. I also did not know that you [must] come upstairs right when you arrive and sign in.” The Union argues that the rules on signing into work do not mandate or suggest that the sign-in book is to be signed upon arrival. Additionally, Quinlivan requested Mello provide clarification on the paid time off policy. The Union argues that Mello pointedly ignored this request for information and informed Quinlivan that he wanted to use one of Quinlivan’s overtime hours from Thursday to cancel out one of the sick leave hours. Mello informed Quinlivan that the plan was to pay him 4 hours of overtime for Wednesday, 2 hours of overtime on Thursday when he actually worked 3 hours, and pay him 8 hours of regular pay on Thursday.

The Union argues that Mello was asking Quinlivan to acknowledge a new personal attendance record, doctored by his supervisor, that had no relation to reality. After Quinlivan and Mello exchanged several emails on these issues, Mello announced that his scenario was in line with City policy and that the email conversation was over. However, the Union asserts that Mello contradicted himself by also inviting Quinlivan to stop by if he wanted to discuss the issue further. The Union argues that Mello was trying to “get a rise out of Quinlivan” that others would witness.

Moreover, the Union argues that Mello’s plan for Quinlivan’s time is not in line with the City’s policies. According to the Union, Carey and Mello misrepresented the hours Quinlivan worked when they altered his timesheet without his knowledge or permission. Specifically, Carey and Mello inaccurately represented on his payroll that Quinlivan worked 6 hours of overtime on September 6. When Quinlivan discovered how his overtime sheet had been altered, he was furious. Quinlivan wrote to Jay Fink (Fink), the

Commissioner of Public Works, that management and the administrative team had falsified financial documents.

The Union argues that Carey and Mello acted inappropriately when they implemented unknown paid time off policies, implemented new sign-in requirements, altered Quinlivan's timesheet without his permission or knowledge and misrepresented his overtime hours on his timesheet. Despite his efforts to bend over backwards to accommodate the never-explained Union rule that Carey and Mello had wrong, the City still found Quinlivan was disrespectful, aggressive and unprofessional. In reality, "Quinlivan was just being Quinlivan".

The Union asserts that Quinlivan acted reasonably when he was reluctant to agree to his supervisor's decision to cancel the arrangement he made with Carey and without an explanation. Although it is a time-honored practice for an employee to "obey and then grieve" an order, such a practice does not encompass participating in creating false overtime records, agreeing that management may submit inaccurate payroll records, or sitting by idly while management ignores evidence of timely attendance. For the above-referenced reasons, the City did not have just cause to issue Quinlivan a one-day suspension.

#### Opinion

The issue in this case is whether the City had just cause to issue Quinlivan a one-day suspension. For all the reasons stated below, I find that the City had just cause to issue Quinlivan a one-day suspension, and the grievance is denied.

The City issued Quinlivan a one-day suspension for engaging in unprofessional, disrespectful, and aggressive behavior. The evidence presented demonstrates that on

September 7, 2023, Quinlivan yelled at Mello in front of other employees, and then later barged into Mello's office when he was meeting with another employee to confront him about the sign-in sheet issue. As such, I find that Quinlivan's behavior on September 7 was unprofessional, disrespectful, and aggressive.

The Union argued that Quinlivan complied with the guidelines for signing into work, and that Mello had invented a sign-in sheet protocol that was contrary to the City's existing guidelines. However, I find that the City did not suspend Quinlivan for failing to comply with the sign-in sheet guidelines. Rather, the City issued Quinlivan a one-day suspension in part for his outburst on September 7, 2023. Even if Mello was incorrect in his directive on signing into work, it would not justify Quinlivan's decision to yell at his supervisor in front of other employees.

Next, the Union argued that Quinlivan was "just being Quinlivan" when he addressed the sign-in sheet and payroll issues with Mello. Despite the Union's downplaying of Quinlivan's conduct, the record is clear that he yelled at Mello in the middle of the office and then later barged into his office uninvited to confront Mello about the camera footage. Quinlivan's conduct was not just aggressive and unprofessional, it was disruptive to the other employees in the office.

Also, the Union argues that Quinlivan was reasonably upset and intent on pulling camera footage because he believed Mello was accusing him of stealing time. Even if Quinlivan reasonably thought he was being accused of stealing time, his reaction was still inappropriate. While it is understandable that an employee would be upset that their employer insinuated that they were stealing time, it does not excuse an employee yelling at a supervisor in response. If Quinlivan believed that Mello was accusing him of stealing

time, he could have responded to the accusation without yelling at Mello, disrupting other employees' workdays, or barging into Mello's office and interrupting a meeting.

Finally, the Union argues that Mello was trying to get a rise out of Quinlivan. I disagree. The record is clear that Quinlivan, unprovoked, yelled at Mello in front of others and then barged into his office later to confront him about the camera footage.

In addition to Mello's actions on September 7, the City suspended Quinlivan for his conduct on September 8. The City asserted that on September 8, Quinlivan inappropriately demanded that he not be paid for the overtime hours that he worked the previous day. The evidence presented demonstrates that Quinlivan did demand to be paid in a manner that would not compensate him for the overtime hours he worked on September 7, 2023.

The Union argues that Quinlivan and Carey came to an understanding about his sick time and overtime on September 7, and that Quinlivan was understandably upset that Mello changed the arrangement on September 8. However, Mello – not Carey - is the supervisor who approves payroll for engineers. Moreover, the conversation between Quinlivan and Carey does not explain why Quinlivan would rather take two hours of sick time than be paid for his overtime hours.

Next, the Union argues that Carey and Mello changed Quinlivan's time sheet without his knowledge or permission. I disagree. Mello informed Quinlivan multiple times how he was going to process Quinlivan's timesheet. Although Quinlivan might not have agreed with Mello's plan, he was aware that Mello was going to pay him for the overtime worked and not dock him any sick time. While the record does not contain any information on whether it is a "union rule" that a unit member cannot take sick time on the same day

as overtime, Quinlivan's insistence that he take sick time rather than receive overtime pay is illogical.

Even if Quinlivan's insistence that Mello not pay him for the overtime hours he worked did not justify the suspension, Quinlivan's unprofessional conduct on September 7 did justify the suspension. As explained above, Quinlivan's conduct on September 7 was aggressive, unprofessional, and inappropriate. Therefore, I find that the City's decision to suspend Quinlivan for one day for his behavior on September 7 and 8 was not a violation of the collective bargaining agreement.

**AWARD**

The City did not violate the collective bargaining agreement when it suspended Sean Quinlivan for one day. The grievance is denied.



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Meghan Ventrella, Esq.  
Arbitrator  
June 5, 2026