

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between:

CITY OF WORCESTER

and

NAGE, LOCAL 495

ARB-25-11489

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Theresa M. Reichart, Esq. -Representing the City of Worcester

Michael F. Manning, Esq. -Representing NAGE, Local 495

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 had just cause to impose a 3-day suspension on Sean Quinlivan, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
August 12, 2026

INTRODUCTION

On July 30, 2025, NAGE, Local 495 (Union) filed a unilateral petition for Arbitration with the Department of Labor Relations (Department). Under the provisions of M.G.L. Chapter 23, Section 9P, the Department appointed Timothy Hatfield, 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 December 17, 2025.

The parties filed briefs on or about February 13, 2026.

THE ISSUE

The parties agreed upon the following issues:

Whether the City had just cause to impose a 3-day suspension on Sean Quinlivan on July 23, 2024?

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 (sic).

Article 11 - Grievance Procedure (in part)

For the 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....

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....

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...

RELEVANT CITY POLICIES

City Email Policy

II. ELECTRONIC MAIL POLICY

The purpose of this policy is to offer guidance to City employees on the proper use of the City's electronic mail (e-mail) systems, as well as the management and retention of documents that are created or transmitted on the City's e-mail systems.

A. ELECTRONIC MAIL SYSTEM

1. For the purpose of this policy, the e-mail system applies to all of the City's electronic mail systems that are managed by the Technical Services Department and the Internet mail system.

B. DEFINITION OF AN ELECTRONIC MAIL MESSAGE

1. An electronic mail message may be defined as a document created or received on an electronic mail system including, not only the message, but also notes, memos, files, and any other attachments that may be transmitted with the message.

C. EMPLOYEE USE OF E-MAIL

1. The City's e-mail system is to be used for official City business only. Any misuse of the e-mail system by an employee may result in disciplinary action, up to and including termination.
2. The e-mail system, inclusive of mail messages, is the property of the City of Worcester.

3. Since most e-mail messages are drafted in private, many users often think that what they are writing is private. This can be a costly and embarrassing mistake. The content of an electronic mail message is considered the same as any other written document or statement you might make. **It is subject to disclosure under the Public Records Law...**(emphasis in original.)
4. Any statements via e-mail may subject you and the City to the same liabilities as a written statement....
5. Remember that any e-mail message you send can be forwarded to another user without your knowledge or consent.

D. E-MAIL MESSAGE RETENTION...

FACTS

The Engineering Department

At all relevant times, NAGE bargaining unit member Sean Quinlivan (Quinlivan) was an Assistant Civil Engineer in the City's Department of Public Works and Parks (DPWP) Engineering Division. His supervisor was Jason Mello (Mello), the City's Director of Engineering. Quinlivan's duties included, among other things, reviewing applications for various proposed projects for compatibility with engineering standards and City requirements.

Prior Directives, Counseling, and Discipline

Before the City issued Quinlivan the 3-day suspension at issue in this arbitration, the City had explained to him its expectations regarding his use of email, formally counseled and warned him regarding improper email usage, and disciplined him for unrelated misconduct. On February 9, 2023, the City issued Quinlivan a formal counselling session letter about unauthorized absences. The letter was a disciplinary measure intended to help Quinlivan understand the City's expectations regarding signing out of work and taking leave.

On May 16, 2023, following an email exchange, Mello directed Quinlivan to refrain from including individuals outside their department in emails, and asked Quinlivan to forward task-related questions to him. Mello's email advised Quinlivan that he (Mello) would reach out to individuals in other City departments if their input was needed on a project, stating in pertinent part:

In the future, please do not include individuals outside our department in emails concerning assignments you are delegated by DPW&P management. As we have previously discussed, other parties are busy and do not need to be bothered with emails not relevant to them. If you have a question on an assigned task, please reach out to me directly. If I deem it necessary, I will reach out to external departments for their input.

On June 1, 2023, Mello issued Quinlivan a "Formal Counseling Session" regarding "Unprofessional Workplace Conduct." This was not a disciplinary measure, but a counseling session that the City intended to clarify rules and expectations. The written document included a section titled "Excessive/Inappropriate Use of City Email" that provided, in pertinent part, as follows:

Use of email as a method of communication should be conducted in a professional and business-like manner, including using compendious speech and limiting the number of emails sent regarding a subject. Selecting the audience of an email should also be done in a conscientious manner. In the past several months there have been multiple instances of you either sending excessive emails regarding a subject or increasing the distribution of an email to include unnecessary parties. Below are examples of this conduct....

To provide additional clarification, the expectation going forward is:

You will practice appropriate use of the City's email system... If an email is directed to you, you will not add other parties, DPW&P or interdepartmentally, to the email thread.

On October 16, 2023, the City gave Quinlivan a one-day suspension for engaging in “disrespectful, aggressive, and unprofessional behavior” in September of 2023.¹ The conduct at issue was unrelated to Quinlivan’s use of email.

On March 20, 2024, the City issued Quinlivan a verbal warning relating to his use of City email. It reduced the verbal warning to writing and stated, in part that:

On Friday March 15, 2024, you sent an email to your Supervisor Jason Mello Subject: Re: ADUs- Utility Connections. In that email, you also included several other people in the request that was specifically for Jason....Not only was the email unnecessary because you are not running that project, but you included several people on the email that were not relevant to the question being asked....

This verbal warning is to acknowledge that, once again, you are not following proper and professional policies with regard to your City email. It is important that City emails are a) related to your current workload, b) include only staff people who are relevant to the discussion and c) are not related to personal inquiries....

Quinlivan’s July 15, 2024 Emails

On July 10, 2024, Worcester Conservation Agent Assistant Mattie VandenBoom (VandenBoom) sent an email to Quinlivan and other City employees² that addressed new applications on the agenda for the July 22

¹ I take administrative notice of the fact that a DLR arbitrator subsequently upheld this suspension.

² VandenBoom sent the email to the following City employees: Michael Berberian * Michelle Smith * Eric Flint * Amy Beth Laythe * Olivia Holden * Rose Russell * Victor Panak * Michelle Johnstone * Vaske Gjino * James Brooks * Jeanette Tozer * Stephen Connelly * Ariel Lim * Paul Morano * Rachel Pressey * Victoria Porteiro-Cejas * Gregory Baker and Lisa Nguyen.

Conservation Commission meeting. One of the projects was titled “Endicott Street Right-of-Way & Bigelow Street Right-of-Way.”(Endicott/Bigelow project.)

Quinlivan had concerns about the Endicott/Bigelow project, and he wanted to gather information from others regarding the project and encourage discussion about it. Quinlivan believed the project involved non-City standard infrastructure. He wondered if a “special deal” had been made allowing substandard items and did not want to “waste his time making comments if that was the case.”

Following receipt of VandenBoom’s email, on July 15, 2024, at 2:47 p.m., Quinlivan emailed the following message to DPWP Assistant Commissioner of Engineering Richard Saltrick (Saltrick), DPWP Director of Sewers Dave Harris (Harris), Commissioner of Transportation and Mobility Stephen Rolle (Rolle), and Assistant Director of Transportation and Mobility Todd Kirrane (Kirrane):³

Good Afternoon,

Has anyone on this email been working with Weston and Sampson in developing or know anything about the Endicott and Bigelow complete streets project below?

Please let me know.

At 2:53 p.m. that day, Kirrane responded to Quinlivan with an email stating:

Yes. It is a project being designed by Weston & Sampson on behalf of Neighborhood Development/Economic Development and Sustainability & Resilience departments. DPW&P personnel who have been involved in different aspects include Commissioner Fink, Assistant Commissioners Saltrick (Kerry before him) & Antonelli, Director Mello, as well as DTM, to support their efforts. There are probably others as well – but those are the names I have seen in meetings and on emails.

³ The City’s Transportation and Mobility Department is separate from the DPWP.

Kirrane sent his reply email to Saltrick, Harris, and Rolle as well as Quinlivan.

At 3:06 p.m., Quinlivan sent an email to Kirrane, Saltrick, Harris, Rolle, DPWP Commissioner Jay Fink (Fink), Assistant Commissioner of Parks Robert Antonelli (Antonelli), Mello, Director of Projects at the Department of Sustainability and Resilience Luba Zhaurova (Zhaurova), Eric Flint (Flint) of the Economic Development Department Planning and Regulatory Division, and VandenBoom stating:

Ok. Is everyone okay with all of the non-city standard infrastructure shown on the plans including the tree pits, catch basin connections, catch basins, manholes, rain gardens, and stone reservoirs below the sidewalk? These will all be the responsibility of the City to maintain.

Please let me know before I review this project.

Thanks[.]

A comparison of the emails that VandenBoom and Quinlivan authored shows that Quinlivan sent his July 15, 2:47 p.m. email to the following individuals who were not copied or included in VandenBoom's July 10 email to him: Saltrick, Harris, Rolle, and Kirrane. Quinlivan sent his 3:06 p.m. email to those four individuals, and also to Flint, Mello, VandenBoom, Fink, Antonelli, and Zhaurova. Fink and Antonelli were referenced in Kirrane's email to Quinlivan, but Zhaurova was not included in VandenBoom's original email or in Kirrane's email.

Fink subsequently responded to Quinlivan's email by directing the following message to Saltrick (in part):

To Todd's comments, I am not familiar with this project. I also do not think that it is appropriate for one of your staff to be sending out such emails, his concerns should be addressed to his supervisor. Non City standards should not be installed within the right of way unless it cannot be avoided or under special circumstances....

The Discipline and the Grievance

By letter dated July 23, 2024, Saltrick suspended Quinlivan for three days for what Saltrick characterized as the “inappropriate use of company email and insubordination.” Saltrick’s letter described Quinlivan’s misconduct as follows:

On July 14, 2024, you made the decision to add a number of senior-level people from different departments to an email that they were not originally added to, [i]n an attempt to get answers to questions related to your work. As previously discussed, you are to follow proper and professional policies with regards to your City email and this includes adding staff people who are not relevant to the discussion to email chains. In his case, it appears that some of the people you included were in fact not related to the project in any way making this even more inappropriate....

The Union subsequently filed a grievance which the City denied at all steps of the grievance procedure. The Union then filed the instant petition for arbitration.

POSITIONS OF THE PARTIES**THE UNION**

The Union argues that Quinlivan was not insubordinate and did not misuse the City’s email system. Rather, Quinlivan’s email was an appropriate inquiry into concerns he had about a project he was required to review that contained non-city standard infrastructure.

The Union questions how Quinlivan’s inquiries can be considered insubordinate when he merely queried the individuals whom Kirrane identified in his email as having knowledge of the Endicott/Bigelow project and cc’d the people who had sent him the task. Quinlivan’s email pertained to his job and specifically raised concerns about the portions of the plans for the Bigelow/Endicott project that involved non-city standard infrastructure. Commissioner Fink pointed out in

his emailed response that “non City standards should not be installed within the right of way unless it cannot be avoided or under special circumstances.” Quinlivan is familiar with the City’s standards, so Quinlivan’s email could be considered a request for a description of “special circumstances.” Notably, the Engineering Department’s eventual review of the project advised that the project use “City standard manholes, catch basins and connections.”

Additionally, Quinlivan’s action did not violate the City’s Electronic Mail Policy because his email was used for City business, and the City’s Electronic Mail Policy does not specifically require employees to direct all their inquiries to their direct supervisor. Further, the requirement to forward all inquiries to a supervisor was improperly imposed on Quinlivan alone.

Finally, Mello has been railroading and bullying Quinlivan by placing unreasonable, unnecessary, and unworkable restrictions – as well as discipline - on him. Mello has hypocritically accused Quinlivan of wrongdoing, i.e., sending “rapid-fire emails,” when Mello does the exact same thing.

Conclusion

Quinlivan knows how to do his job, has done it well for over ten years, and should not be faulted for emailing other City employees with his legitimate concerns over the Endicott/Bigelow project.

THE EMPLOYER

This case concerns a pattern of repeated misconduct and the City’s consistent and measured application of progressive discipline. Prior to sending the July 15, 2024 email, Quinlivan had received multiple forms of corrective action,

including formal coaching and counseling sessions, a verbal warning, and a one-day suspension. Quinlivan knew the City's expectations regarding his use of email, yet sent the July 15th email to people who were not relevant to the project at issue. Thus, it is clear that Quinlivan was on notice of the City's rules and expectations regarding his use of email, he engaged in the misconduct for which he was charged, and the discipline he received was appropriate and free from disparate treatment, bias, and animus.

On May 16, 2023, Mello advised Quinlivan by email that he should refrain from including employees outside their department in emails and to direct questions on assigned tasks to employees within his department. In June of 2023, the City gave Quinlivan a formal coaching and counseling session directing him not to send excessive emails regarding a subject or increase the distribution of an email to include unnecessary parties. Although the counseling session was not disciplinary in nature, the City advised Quinlivan that continued unprofessional conduct would result in disciplinary action. On October 16, 2023, the City issued Quinlivan a one-day suspension. On March 20, 2024, the City gave Quinlivan a verbal warning in part, for sending an email that was appropriate for his supervisor alone but was sent to individuals who were not relevant to the matter under discussion.

Despite these prior warnings and the explicit instructions of his supervisor, on July 15, 2024, Quinlivan included multiple people on his email regarding the Endicott/Bigelow project who were not relevant to his responsibility for the project. Specifically, he sent his first July 15 email to four people who were not included on

VandenBoom's initial email: Saltrick, Harris, Rolle, and Kirrane. Following Kirrane's response to him, Quinlivan sent a second email which widened the circle of recipients by including Fink, Antonelli and Zhaurova. If Quinlivan had concerns with the Endicott/ Bigelow project, he should have addressed them with Mello and others in his department, and he should not have involved individuals who worked outside of his department. By broadening his email and including eleven different individuals across five City departments, Quinlivan failed to follow the established chain of command by directing questions and concerns beyond his supervisor.

The City's discipline was appropriate under the circumstances and did not stem from personal animosity between Mello and Quinlivan. Nor was there any evidence of retaliatory animus. The disciplinary notices that the City issued Quinlivan were written by different supervisors, which undermines the Union's suggestion of a single, retaliatory, supervisor-driven effort. Quinlivan's repeated misconduct following prior warnings supports increasingly severe discipline. The 3-day suspension was corrective rather than punitive and fell well within the City's management rights.

Conclusion

The City had just cause to suspend Quinlivan for three days because he engaged in conduct that he had been warned against. Thus, the grievance should be denied.

Opinion

This case is not about a single, insignificant breach of email etiquette. Rather, it is about Quinlivan's persistent failure to follow his supervisor's consistent

directive to limit the recipients of emails. On multiple occasions and through increasing levels of formality, Mello told Quinlivan to send emails only to necessary individuals, and to direct questions and concerns about work projects to him. Quinlivan disobeyed these instructions when he sent the July 15 emails regarding the Bigelow/Endicott project to numerous individuals both inside and outside his department, including the DPWP Commissioner. Thus, for the following reasons, the City had just cause to suspend Quinlivan for three days.

First, the City met its burden to show that Quinlivan knew of the City's rules and expectations regarding his use of email. By writings dated May 16, 2023, June 1, 2023, and March 20, 2024, Mello told Quinlivan not to include people on his emails who were not relevant to the assigned task or project. In his May 16, 2023 email, Mello also specifically stated that, "If you have a question on an assigned task, please reach out to me directly. *If I deem it necessary, I will reach out to external departments for their input.*" (emphasis added.) At the arbitration hearing, Quinlivan acknowledged that he had received the March 20 verbal warning for excessive/inappropriate use of City email.

As the Union noted in its brief, the only substantive rule in the City's Electronic Mail Policy is that emails are to be used only for official City business. However, the City may impose limits on the recipients of emailed communication even if the email policy does not specifically define who should or should not be included on email messages. Likewise, the absence of detailed guidelines regarding email protocols does not prohibit the City from issuing and enforcing instructions to govern specific situations. Thus, even though Quinlivan's July 15

emails involved official City business, they nonetheless transgressed a valid directive that Mello had imposed and Quinlivan had received.

Second, the City established that Quinlivan engaged in the misconduct for which he was disciplined. The Union contends that Quinlivan's inquiry appropriately questioned whether the Endicott/Bigelow project involved special circumstances, as Fink stated in his emailed response. But regardless of the merits of casting a wide net to gather information about a project that could involve the use of non-city standard infrastructure, it is undisputed that Mello had previously told Quinlivan not to send emails to individuals outside their department, and he did just that. Quinlivan's curiosity about whether people outside his department were "okay" with the non-city standard infrastructure that the City might subsequently need to maintain did not excuse his action; nor did his concern for wasting his review time on a "special deal." Quinlivan's interest in collaboration and open communication may have been laudable under other circumstances, but it did not justify the broad scope of his email messages because it defied Mello's repeated directives.

Finally, I am not persuaded by the Union's contention that City was "railroading" Quinlivan. The Union presented an email from another employee who shared this view. However, evidence of a colleague's belief that Mello was harassing, bullying, or retaliating against Quinlivan does not overcome the paper trail of consistent discipline and instruction that the City introduced. Moreover, the one-day suspension that Quinlivan received for "stealing" City time was subsequently upheld by an arbitrator. Further, there is no merit to the Union's

contention that Mello engaged in the same conduct for which Quinlivan received discipline. And there is no evidence that the City's decisions regarding Quinlivan's internal complaints were in any way connected to the City's actions in this case.

In short, despite his many years of valuable service to the City, Quinlivan simply refused to obey the directives his supervisor gave him regarding email distribution. Mello had instructed Quinlivan to direct questions and concerns to him and limit the recipients of his emails, and Quinlivan's unwillingness to do so was insubordinate. Thus, the City had just cause to issue the 3-day suspension.

AWARD

The City had just cause to impose a 3-day suspension on Sean Quinlivan, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
August 12, 2026