COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of		
PUBLIC EMPLOYEES LOCAL UNION, 1144 (A) OF THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA	Case No.	MUP-06-4836 MUP-08-5150
and	Date Issued:	May 19, 2011
CITY OF TAUNTON		

Hearing Officer:

Kendrah Davis, Esq.

Appearances:

Peter J. Berry, Esq. and Brian Magner, Esq.	-	Representing the City of Taunton
James A. W. Shaw, Esq.	-	Representing the Public Employees Local Union, 1144(A) of the Laborer's International Union of North America

HEARING OFFICER'S DECISION AND RULING ON MOTION

Summary

The issues are whether the City of Taunton (City) violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws chapter 150E (the Law) by failing to bargain in good faith with the Public Employees Local Union, 1144(A) of the Laborer's International Union of North America (Union) by: (1) unilaterally implementing a time clock system in the DPW garage; (2) unilaterally installing a surveillance camera at the time-clock location; (3) unilaterally upgrading the time clock system and requiring

unit members at the DPW garage to record their arrival and departure times on the KRONOS time-keeping system; and, (4) requiring current DPW Water Department unit members to submit release forms for CORI checks. Based on the record and for the reasons explained below, I conclude that the City violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by failing to bargain in good faith with the Union as alleged.

Statement of the Case

On December 27, 2006 and February 8, 2008, the Union filed Charges of Prohibited Practice (Charges) with the Department of Labor Relations[1] (Department) alleging that the City had engaged in prohibited practices within the meaning of Sections 10(a)(1) and 10(a)(5) of the Law. Following an investigation, a duly-designated Department Investigator issued a Notice of Hearing (Notice) and Complaint of Prohibited Practice and Order of Dismissal (Investigator Complaint) in MUP-08-5150 on November 19, 2008, alleging that the City: (1) failed to bargain in good faith over its decision to require current DPW Water Department unit members to undergo CORI checks and the impacts of that decision on unit members' terms and conditions of employment; (2) failed to bargain in good faith over its decision to require unit members to record their arrival and departure times on the KRONOS system and the impacts of that decision on unit members' terms and conditions of employment; and (3) failed to bargain in good faith by refusing to respond to the Union's requests to bargain over the City's requirement that unit members record their arrival and departure times via KRONOS. Additionally, following an investigation, the Commonwealth Employment

Relations Board (Board) issued a Notice of Hearing (Notice) and Complaint (Board Complaint) in MUP-06-4836 on May 28, 2009, alleging that the City failed to bargain in good faith by unilaterally installing a time clock and surveillance camera system.[2] On November 21, 2008, the Union filed an unopposed motion to consolidate cases MUP-06-4836 and MUP-08-5150; thereafter, the cases were consolidated for hearing. On December 11, 2008 and June 19, 2009, the City filed its Answers in MUP-08-5150 and MUP-06-4836, respectively.

Pursuant to the Notices of Hearing, I conducted a hearing on June 19, 2009. The parties were afforded a full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence. On August 6, 2009, the parties filed post-hearing briefs. At the hearing and again in its post-hearing brief, the Union argued that the Department should not accept the City's late-filed Answer in MUP-06-4836 and made a motion for the Department to accept all allegations in the Complaint as admitted. At the hearing and in its post-hearing brief, the City responded to the Union's argument and made a motion to extend the time of the filing deadline to submit its Answer in MUP-06-4836. Specifically, the City contends that the Complaint in MUP-06-4836 was issued on May 28, 2009, and that its Answer was filed nine days late because, when the case was filed, Attorney Brian Magner (Magner) and his law firm Deutsch Williams Brooks DeRensis & Holland, P.C. were not the attorneys-of-record and that he only received a

[1] Pursuant to Chapter 3 of the Acts of 2011, the Division of Labor Relations' name is now the Department of Labor Relations.
[2] Pursuant to Standing Order 2009-1 and 456 CMR 13.01 (1) of the Rules and Regulations of the Department, the Board designates Hearing Officers to preside over hearings and decide the allegations set forth in complaints for prohibited practice charges filed on or before November 14, 2007.

copy of the Complaint on June 15, 2009.[3] Further, the City contends that it filed a timely response in MUP-08-5150 and that there was no prejudice to the Union. For the reasons set forth below, the Union's Motion is denied.

Ruling on Union's Motion

Department Rule and Regulation 15.06 states that the "respondent shall file an answer to a complaint within five days from the date of service, unless otherwise notified by the [Department]....All allegations in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that it is without knowledge, shall be deemed admitted to be true and shall be so found by the [Department], unless good cause to the contrary is shown." 456 CMR 15.06(1).

In City of Worcester, 6 MLC 1475 (1979), the Board held that "By filing a timely answer the respondent puts the charging party and the [Board] on notice as to the issues to be litigated. It also allows the charging party time to prepare its case for hearing by addressing the issues and defenses raised by the respondent." Id. at 1478. However, in Town of Uxbridge, 16 MLC 1680 (1990), the Board denied the union's motion to accept the allegations as admitted because while the town had untimely filed its answer, it raised defenses to the allegations and appeared at hearing. See also Clinton Teachers Association, 16 MLC 1058 1062-63, n.11 (1989) (Board prefers full evidentiary hearing as most appropriate basis upon which to decide the case rather than the record that existed at a particular point during litigation).

[3] On September 3, 2008, Attorney Magner filed his Notice of Appearance with the Division.

The Union argues that the "good cause" standard enunciated in Department Rule and Regulation 15.06 requires that the City show "excusable neglect" as articulated in Bernard v. United Brands Co., 27 Mass.App.Ct. 415, 418, n.8 (1989), which calls for unique or extraordinary circumstances.[4] The Union argues further that there is no prejudice exception to late-filing under Rule 15.06 and that the "preliminary focus must be on 'good cause' advanced by the party failing to comply with the rules." The Union contends that it has been prejudiced by the City's refusal to comply with Chapter 150E, respecting the role of the Union and negotiating over two substantial terms and conditions of employment. Last, the Union argues that when it filed its written submission on January 19, 2007, the City requested and received an extension of time to submit its response but failed to file a response according to the Department's Rules.

Here, the facts show that on November 19, 2008, the Department issued its Complaint in MUP-08-5150. On November 21, 2008, the Union filed an unopposed motion to consolidate both cases for hearing, in which it noted that the parties were still awaiting the Board's probable cause determination in MUP-06-4836. On December 11, 2008, the City filed its Answer in MUP-08-5150. On May 28, 2009, the Board issued a Complaint in MUP-06-4836 and, on June 19, 2009, the City filed its Answer for that case. In the City's Answer to MUP-08-5150, it raised affirmative defenses to all three counts in that Complaint. In the City's Answer to MUP-06-4836, although untimely filed, the City restated and reasserted all of its affirmative defenses that were raised in its Answer to MUP-08-5150. While the City's Answer in MUP-06-4836 was untimely, it

[4] The court held that, "[e]xcusable neglect looks to circumstances that are unique or extraordinary; is not meant to cover the usual excuse that the lawyer is too busy, which

was in fact filed and there is no clear showing of prejudice to the Union. See Town of Uxbridge, 16 MLC at 1681. A full evidentiary hearing is the most appropriate basis upon which to decide the issues in these cases. See Clinton Teachers Association, 16 MLC at 1062-63, n.11. Therefore, I deny the Union's motion.

Findings of Fact

The City is a public employer within the meaning of Section 1 of the Law. The Union is an employee organization within the meaning of Section 1 of the Law. The City's Department of Public Works (DPW) is organized into the following Departments: Building Repair and Maintenance; Streets and Drains; Vehicle Maintenance; and, Water Systems Maintenance. The Union represents employees in each of these DPW Departments. The Union also represents employees in the Parks, Cemeteries and Public Grounds Department; the Police and Library Custodians; and, employees working at the Water Treatment Plant. Employees in the following departments report for work at the Craig Sherman Operations Center, which is the DPW main garage (DPW garage): Building Repair and Maintenance; Streets and Drains; Water Systems Maintenance; and, Vehicle Maintenance Departments. Since 2004, Maria V. Gomes (Gomes) has been the City's Human Resources Director. Joseph T. Silvia (Silvia) is the Union President and foreman in the Streets and Drains Department.

The parties negotiated a collective bargaining agreement (Agreement), effective July 1, 2006 through June 30, 2008. Article XIV, Workweek, Section 1 of the Agreement requires unit members to work "Monday through Friday...consisting of five (5) eight (8) hour days," during each work week. Prior to July 31, 2006, DPW Water

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can be used, perhaps truthfully, in almost every case; is meant to take care of

Department unit members at the DPW garage worked regularly scheduled shifts from 7:30 a.m. to 4:00 p.m. and all other unit members worked from 7:00 a.m. to 3:30 p.m.

Time Clock System and Surveillance Camera

In or around January of 2005, Gomes discovered that the City had purchased a time clock system for the DPW garage but it was never installed. After her discovery, Gomes discussed the issue with Mayor Robert G. Nunes (Nunes) and then-DPW Commissioner Frank A. Nichols (Nichols) in or about January of 2005. By letter dated February 16, 2005, the City informed the Union of its intention to install the time clock at the DPW garage. On February 28, 2005, the parties met to discuss the issue and the Union objected to the installation of the time clock. In response to the Union's objection, Gomes stated at this meeting, "we're not asking your permission; we're installing the clocks." Unresolved, the parties met again on March 23, 2005 to discuss the issue of the time clock. At this meeting, the City provided the Union with a draft copy of the "DPW Parks, Cemeteries & Public Grounds Time Clock Standards" (draft standards). On May 17, 2005, the parties met again to discuss the time clocks and the City provided the Union with a finalized version of the draft standards (finalized standards), which did not mention the installation of a surveillance camera. At the May 17, 2005 meeting, the Union did not object to the finalized standards, but the parties did not reach an agreement on the issue.

In or about January of 2006, the City began installing a time clock system in the hallway at the DPW Garage. By petition dated January 26, 2006, the Union complained to Mayor Nunes and City Council Members over the installation of the time clock.

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emergency situations only'." Id. at 418, n. 8.

Specifically, the Union's petition stated that its "main concern is not the punching in of the time clocks, but why not make it citywide, not only the Local 1144 D.P.W. Laborers." On March 7, 2006, the City made a motion to refer the Union's petition to Gomes.[5]

By memorandum dated March 9, 2006, Gomes requested funds from Building Commissioner Francis L. Avilla, Jr. (Avilla) to cover the costs of also installing a surveillance camera at the DPW garage. On or after March 9, 2006, the City installed a surveillance camera at the DPW garage in the same hallway as the time clock system. Prior to March 9, 2006, the only surveillance cameras used by the City at the DPW garage were located at or near the gas pumps. By memorandum and attachment[6] dated July 11, 2006, Gomes informed Administrative Assistant/Fiscal Agent Angela Santos (Santos) and Principal Clerk Michelle Mercado (Mercado) that "all employees will be directed to begin punching in [via the time clock system] on July 31, 2006." On July 31, 2006, the City required DPW Water Department unit members to use the time clock system. Prior to July 31, 2006, DPW Water Department unit members reported to a supervisor who used a daily attendance sheet to record their statuses as: "in, sick, vacation or personal."

On August 21, 2006, the Union submitted a grievance over the City's installation of the time clock and surveillance camera at the DPW garage. On November 2, 2006, the City denied the Union's grievance.

[5] Gomes testified that the City did not refer the petition to her, that she had no recollection of ever receiving it and that she became aware of it only after reading about it in the newspaper; however, based on the entire record I credit the Union's position, on this point.

[6] Gomes attached the May 17, 2005 final time clock standards.

KRONOS System

In or about October 1, 2007, the City updated the time clock system, effectuated on July 31, 2006, and replaced it with the KRONOS system. The former time clock system required the use of a cardboard time card to punch-in at the start of the workday and punch-out at the end of the workday. The former time clock system also recorded the arrival and departure times of each unit member on their time cards, which were kept in a rack located near the time clock. After the City installed the KRONOS system, unit members were required to use a plastic card to swipe-in at the start of the workday and swipe-out at the end of the workday. The KRONOS system also recorded the arrival and departure times of unit members. The KRONOS system differed from the former time clock system because once a unit member swiped their KRONOS card, their information was sent directly to computers where the City's payroll clerks would input unit members' work times into the payroll records. The KRONOS system differed from the previous time clock system because the KRONOS card was also used as an identification badge, which the City required each unit member to keep on their person.

In or about November of 2007, the City requested to meet with the Union over the impacts of its decision to upgrade to the KRONOS system. In or about November of 2007, the parties met and agreed to use the KRONOS system as part of a "test-period" to determine its effectiveness. By letter dated January 3, 2008, the Union requested to meet with the City and negotiate further over the KRONOS issue. By this same letter, the Union reminded the City that the parties agreed to use the KRONOS system as a "test phase only" until negotiations had concluded. The City did not meet again with the Union and, Silva testified that the KRONOS test-period remains in effect.

CORI checks

Sometime prior to December of 2006, Gomes submitted an application to the Commonwealth of Massachusetts, Executive Office of Public Safety, Criminal History Systems Board (CHSB) for access to criminal offender record information (CORI). On December 14, 2006, the CHSB approved Gomes' CORI application. On or about July 24, 2007, the City notified the DPW Water Department unit members that they needed to sign releases that would allow the City to conduct CORI checks as a condition of employment. On or after July 24, 2007, the City received six or seven releases from DPW Water Department employees. In November of 2007, Silvia became aware that the City was conducting CORI checks after Gomes mentioned the issue at the parties' November 2007 meeting to discuss the KRONOS system. While the City did not discipline any unit members as a result of the CORI checks, it conceded that it did not bargain with the Union over the issue prior to implementing the CORI check requirement.

Opinion

A public employer violates Section 10(a)(5) and, derivatively, 10(a)(1) of the Law when it unilaterally changes an existing condition of employment or implements a new condition of employment involving a mandatory subject of bargaining without first giving its employees' exclusive bargaining representative notice and an opportunity to bargain to resolution or impasse. Commonwealth of Massachusetts v. Labor Relations Commission, 404 Mass. 124 (1989); School Committee of Newton v. Labor Relations Commission, 388 Mass. 557 (1983); Commonwealth of Massachusetts, 30 MLC 64 (2003). To establish a violation, a union must show that: (1) the employer changed an

existing practice or instituted a new one; (2) the change had an impact on a mandatory subject of bargaining; and, (3) the change was implemented without prior notice to the union or an opportunity to bargain to resolution or impasse. Commonwealth of Massachusetts, 30 MLC 63, 64 (2003); Town of Shrewsbury, 28 MLC 44, 45 (2001); Commonwealth of Massachusetts, 27 MLC 11, 13 (2000). Work rules that affect terms and conditions of employment are generally mandatory subjects of bargaining. See Murphy Diesel Co., 184 NLRB 757, 762-64 (1970) (where the old rules did not require a written explanation to be excused for an absence but only required that the employee supply his foreman with proof or information on his return, and the new rules required the reason for an absence to be presented in writing, the employer made a material, substantial, and a significant change in its rules and practices, which vitally affected employee terms and conditions of employment). Unilateral implementation of new work rules is unlawful where the new rules are more than clarification of existing rules. Murphy Diesel Co. v. NLRB, 454 F.2d 303 (7th Cir. 1971).

The City relies on Duxbury School Committee, 25 MLC 22 (1998). In that case, the Board dismissed the union's complaint after finding that unit members "had always been required to work their regular shift and record their arrival and departure times by punching a time clock." Id. at 24. The Board also found that the employer's installation of a surveillance camera "was limited to recording the [unit members'] departure times and was in response to a specific concern about the accuracy of the existing method of timekeeping." Id. Here, the City argues that it was not obligated to bargain with the Union over the implementation of the time clock system and installation of the surveillance camera because prior to February of 2005, unit members, including those

who worked in the Parks, Cemeteries and Public Grounds Department at the Taunton Nursing Home and at the Water treatment plant, were required to punch time clocks. The City argues further that while DPW Water Department unit members were required to work regular shift times prior to February of 2005, they signed a Daily Attendance Sheet or reported their arrival to a supervisor, who would record the reasons for any unit member's absence, if any.

Unlike Duxbury School Committee, where it was undisputed that the employer had always required unit members to work their regular shift *and* record their arrival and departure times by punching a time clock, and where the employer installed a surveillance camera to record employees' departure times *after* learning that certain employees had falsified their time cards, here, the City did not require DPW Water Department unit members to punch a time clock or record their arrival and departure times prior to July 31, 2006. Instead, DPW Water Department unit members either entered their arrival time on a Daily Attendance Sheet or reported to a supervisor upon their arrival, who would then record each employee's absence if they were taking sick leave, personal time, vacation, etc. Further, unlike Duxbury School Committee, the City did not present evidence of fraud to buttress its decision to install the surveillance camera; instead, the evidence shows that the City installed the surveillance camera to "protect the security of the time clock" and to "provide security for the office workers who worked in the garage."

The City also relies on City of Leominster, 3 MLC 1579 (H.O. 1977). In that case the employer employed a timekeeper to manually maintain the time records for each employee. Upon arrival, employees reported to the working foreman who then reported

to the timekeeper. Employees who arrived late reported directly to the timekeeper. During lunch hours and on paydays, the employer permitted employees to leave fifteen minutes before their scheduled lunch period to cash their paychecks. When the employer installed the time clock its employees were no longer permitted to punch-out fifteen minutes early during their payday lunch hours. The hearing officer in that case found that: (1) work rules that affect terms and conditions of employment are generally mandatory subjects of bargaining; (2) the duty to bargain arises not when the employer merely posts or enforces existing rules, but rather when it propounds rules which represent a "material, substantial and significant change" in its rules and practices; and, (3) absent discrimination, an employer does not violate the law when it institutes a time clock as a more efficient and dependable method for enforcing its existing rules. Id. at 1581. However, aside from those findings, the hearing officer also found that the city had violated the law by unilaterally installing a time clock because the "introduction of the time clock was accompanied by a new, changed, more stringent practice regarding lunch hours on paydays" and held that the employer failed to bargain in good faith with the union over that change because it was a mandatory subject of bargaining that affected a change in work rules. Id. at 1582.

The City argues that it had no duty to bargain with the Union over its implementation of the time clock system because this implementation did not change any term or condition of employment or work rule. However, the City's reliance on City of Leominster is misplaced because that case held that changes in work rules *are* mandatory subjects of bargaining when such changes are accompanied by a "new, changed, more stringent practice." Here, the record shows that the City's

implementation of the time clock system, including its installation of the surveillance camera and its upgrade/continued use of the KRONOS system, amounts to a new, changed and more stringent practice because prior to July 31, 2006: there was no time clock system in existence at the DPW garage; DPW Water Department unit members were not monitored by surveillance cameras upon their arrival and departure times; and, the recording of their arrival, departure times, including absences via KRONOS was not sent directly to computers in the City's payroll clerks office for input into the payroll records.

The City's implementation of the time clock system, its installation of a surveillance camera and its subsequent upgrade to the KRONOS system constitutes a "material, substantial, and significant change" of work rules that existed prior to July 31, 2006, when employees reported their arrival times and absences to a supervisor, or recorded their arrival times in a Daily Attendance Sheet, without punching-in and punching-out under the former time clock system or swiping-in and swiping-out under the KRONOS system, and without monitoring from a surveillance camera. Work rules constitute a mandatory subject of bargaining and the City failed in it's obligation to bargain with the Union to resolution or impasse over proposed changes to these work rules prior to implementation and installation. Accordingly, I find that the City's implementation of the time clock system, installation of the surveillance camera and the subsequent upgrade to the KRONOS system violates Section 10 of the Law.

Timeliness of the CORI Allegation

The City argues that the Union's charge in MUP-08-5150 and the allegation that failed to bargain in good faith over the decision and impact to require current DPW Water Department unit members to undergo CORI checks is time barred. Section 15.03 of the Department's Rule and Regulations states that: "Except for good cause shown, no charge shall be entertained by the [Department] based upon any prohibited practice occurring more than six (6) months prior to the filing of a charge with the [Department]." 456 CMR 15.03. A charge of prohibited practice must be filed with the [Department] within six months of the alleged violation or within six months from the date the violation became known or should have become known to the charging party, except for good cause shown. Felton v. Labor Relations Commission, 33 Mass. App. Ct. 926 (1992). The six-month period of limitations for filing charges with the Department begins to run when the party adversely affected receives actual or constructive notice of the conduct alleged to be an unfair labor practice. Town of Middleborough, 18 MLC 1409 (1992).

The evidence present shows that by memorandum on July 24, 2007, the City required current DPW Water Department unit members to submit to CORI background checks and, that, on or after July 24, 2007, the City received six or seven CORI release forms from current DPW Water Department unit members. Silvia testified that he first became aware that the City was conducting CORI checks in November of 2007 when Gomes mentioned the issue at the parties' meeting to discuss the KRONOS system. Gomes testified that she did not create the July 24, 2007 memorandum but she did "sen[d] out a memo to Department heads" and that she doesn't recall if she copied the

Union on that "memo." Other than the July 24, 2007 memorandum and witness testimony, the parties' did not provide additional evidence pertaining to the CORI background check. Based on the evidence provided, I find that the Union first became aware of the City's CORI background checks in November of 2007 when the parties met to discuss the KRONOS system; therefore, I conclude that the Union's charge in MUP-08-5150 was timely filed and the matter is not time-barred under 456 CMR 15.03.

CORI checks

The City concedes that it did not bargain with the Union over its implementation of CORI checks and, instead, contends that it was not legally required to bargain. The City's contention is based on the fact that current DPW Water Division employees regularly enter (and perform work) in City-owned and City-operated buildings, including elementary and high school buildings. Relying on City of Lynn v. Labor Relations Commission, 43 Mass. App. 172, 175 (1997), the City argues that it was not obligated to bargain with the Union over its decision to obtain CORI information because this right has been reserved to the "sole discretion of the City" through G.L., c.71, sec. 38R, which is not included in G.L., c.150E, Section 7(d).

G.L. c.71, sec. 38R provides that:

> The school committee and superintendent of any city, town or regional school district and the principal, by whatever title the position be known, of a public or accredited private school of any city, town or regional school district shall have access to and shall obtain all available criminal offender record information from the criminal history systems board of any current or prospective employee or volunteer of the school department, who may have direct and unmonitored contact with children, including any individual who regularly provides school related transportation to children. Such school committee, superintendent or principal shall periodically, but not less than every 3 years, obtain all available criminal offender record information from the criminal history systems board on all such employees and volunteers during their term of employment or volunteer service. Said

> school committee, superintendent or principal shall also have access to all criminal offender record information of any subcontractor or laborer commissioned by the school committee of any city, town or regional school district to perform work on school grounds, and who may have direct and unmonitored contact with children.

The City maintains that it is obligated to perform CORI checks on current DPW Water Department employees because they have may direct or unmonitored contact with children in these buildings. The City contends that there is no distinction in Section 38R between "school committees" and the City. Despite the City's contention, the plain language of the statute gives the "school committee, superintendent or principal" access to all criminal offender record information but does not explicitly give this authority to the City, and does not automatically relieve the City of its duty to bargain pursuant to Chapter 150E. See Taunton School Committee 28 MLC 379, 388 (2002) (citing Springfield School Committee, 20 MLC 1077, 1082 (1993)). Further, although G.L. c.150E, Section 7(d) omits G.L. c.71, Section 38R, this omission does not excuse the City from bargaining over work rules that affect terms and conditions of employment. Taunton School Committee, 28 MLC at 388. Accordingly, I find that the City's July 24, 2007 decision to implement CORI checks on current DPW Water Department unit members impacted a mandatory subject of bargaining over which the City was required to bargain with the Union to resolution or impasse.

CONCLUSION

For the reasons stated, I conclude that the City violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by failing to bargain in good faith with the Union when it: (1) unilaterally implemented a time clock system in the DPW garage; (2)

unilaterally installed a surveillance camera at the time-clock location; (3) unilaterally upgraded the time clock system and required unit members at the DPW garage to record their arrival and departure times on the KRONOS time-keeping system; and, (4) required current DPW Water Department unit members to submit release forms for CORI checks.

ORDER

WHEREFORE, based on the foregoing, IT IS HEREBY ORDERED that the City shall:

1. Cease and desist from:

   a. Unilaterally implementing a time clock system in the DPW garage; unilaterally installing a surveillance camera at the time clock location; unilaterally upgrading the time clock system by requiring unit members at the DPW garage to record their arrival and departure times on the KRONOS time-keeping system; and, requiring current DPW Water Department unit members to submit release forms for CORI checks.

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

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

   a. Upon request, meet and bargain in good faith with the Union over the decisions to: install a time clock system in the DPW garage and the impacts of that decision; install a surveillance camera at the time clock location and the impacts of that decision; upgrade the time clock system and require unit members at the DPW garage to record their arrival and departure times on the KRONOS system; and the impacts of that decision; and, require current DPW Water Department bargaining unit members to undergo CORI checks and the impacts of that decision.

   b. Post immediately in all conspicuous places where members of the Union's bargaining unit usually congregate and where notices to these employees are usually posted, including electronically, if the

School Committee customarily communicates to its employees via intranet or email, and maintain for a period of thirty (30) consecutive days thereafter, signed copies of the attached Notice to Employees; and,

c. Notify the Division in writing within thirty (30) days of receiving this Decision and Order of the steps taken to comply with it.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

KENDRAH DAVIS, ESQ.

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. c.150E, Section 11 and 456 CMR 13.02(1)(j), to request a review of this decision by the Commonwealth Employment Relations Board by filing a Request for Review with the Executive Secretary of the Department of Labor Relations within ten days after receiving notice of this decision. If a Request for Review is not filed within ten days, this decision shall become final and binding on the parties.

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

NOTICE TO EMPLOYEES

POSTED BY ORDER OF A HEARING OFFICER OF THE MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS

AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

A Hearing Officer of the Massachusetts Department of Labor Relations has held that the City of Taunton (City) violated Section 10(a)(5), and, derivatively Section 10(a)(1) of Massachusetts General Laws, Chapter 150E by failing to bargain in good faith with the Public Employees Local Union, 1144(A) of the Laborer's International Union of North America (Union) when it: (1) unilaterally implemented a time clock system in the DPW garage; (2) unilaterally installed a surveillance camera at the time clock system location; (3) unilaterally upgraded the time clock system and required unit members at the DPW garage to record their arrival and departure times on the KRONOS time-keeping system; and, (4) required current DPW Water Department unit members to submit release forms for CORI checks.

The Employer posts this Notice in compliance with the Hearing Officer's Order.

WE WILL NOT fail to bargain in good faith by: (1) unilaterally implementing a time clock system in the DPW garage; (2) unilaterally installing a surveillance camera at the time clock system location; (3) unilaterally upgrading the time clock system by requiring unit members at the DPW garage to record their arrival and departure times on the KRONOS time-keeping system; and, (4) requiring current DPW Water Department unit members to submit release forms for CORI checks.

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

WE WILL take the following affirmative action that will effectuate the purposes of the Law:

Upon request, meet and bargain in good faith with the Union over implementing a time clock system, installing a surveillance camera at the time clock system location, upgrading the time clock system with the KRONOS time-keeping system; and, requiring current DPW Water Department unit members to submit release forms for CORI checks.

_____ _____

City of Taunton Date

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This notice must remain posted for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Division Labor Relations, Charles F. Hurley Building, 1st Floor, 19 Staniford Street, Boston, MA 02114 (Telephone: (617) 626-7132).