SOUTHERN WORCESTER COUNTY REGIONAL VOCATIONAL SCHOOL DISTRICT AND BAY PATH VOCATIONAL ASSOCIATION, MUP-2090, MUPL-2010 (5/6/76).

(60 Prohibited Practices by Employer)
67 Refusal to bargain
67.7 refusal to meet or delay in meetings
67.8 unilateral change by employer
(70 Union Administration and Prohibited Practices)
76 Refusal to bargain in good faith
(100 Impasse)
107 Picketing

Commissioners participating: James S. Cooper, Chairman; Madeline H. Miceli.

Appearances:

Steven C. Kahn, Esq.	-	Counsel for the Commission
Matthew McCann, Esq.	-	Counsel for the School Committee
Edward P. Sullivan, Jr., Esq.	-	Counsel for Bay Path Vocational Assn.
Sara E. Potter, Esq.	-	Counsel for Bay Path Vocational Assn.

DECISION

Statement of the Case

Pursuant to Complaints of Prohibited Practice filed on November 4 and 27, 1974 by the Bay Path Vocational Association ("the Association") and the Southern Worcester County Regional Vocational School District ("the Employer"), respectively, the State Labor Relations Commission ("the Commission") issued Cross-Complaints of Prohibited Practice on January 17, 1975, alleging that the Employer, in violation of G.L. c.150E, Section 10(a)(5) and (1), failed and refused to bargain in good faith by engaging in "surface" bargaining, declining to meet with the Association on and after September 16, 1974 for purposes of collective bargaining and unilaterally implementing a wage increase for unit employees on approximately October 7, 1974. The Complaint further alleged that the Employer, in violation of G.L. c.150E, Section 10(a)(1), coerced employees in the exercise of their protected rights by threatening them with reprisals for engaging in union activities and for supporting the Association by wearing "unity" buttons. The Complaint issued against the Association alleged a failure or refusal to bargain, in violation of G.L. c.150E, Section 10(b)(2) and (1), by adding at a September 16, 1974 negotiation session approximately 35 teachers to the Association's negotiation committee, in violation of a "ground rule"; engaging in coercive activities at the September 16 meeting and at various meetings of the School District from September to November 1974; and by picketing the places of employment of members of the School District for the purpose of improperly influencing the collective bargaining process. Thereafter, hearings upon the consolidated complaints were conducted before Steven C. Kahn, Hearing Officer, on February 5, March 4, April 1 and May 1, 1975 and before Kathryn Noonan, Hearing Officer, on May 21, 28 and 29, 1975 at which the parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce testimony. Excellent briefs filed by the parties - and presentations of the parties

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at a February 11, 1976 oral argument before the full Commission[1] - have been carefully considered. Accordingly, upon the entire record herein, the Commission finds:

Findings of Fact

1. That the Southern Worcester County Regional Vocational School District, situated in the County of Worcester within the Commonwealth of Massachusetts, is a "Public Employer" within the meaning of G.L. c.150E, Section 1.

2. That the Bay Path Vocational Association, the exclusive representative for purposes of collective bargaining of teachers employed by the Public Employer, is an "employee organization" within the meaning of G.L. c.150E, Section 1.

A. Background

The Southern Worcester County Regional School District Committee, composed of twelve members representing six towns in Southern Worcester County, is responsible for the operation of the Bay Path Vocational High School, which opened in September 1972. Day-to-day administrative responsibility is delegated to Joseph Gorman, who has served as Superintendent-Director since March 1974 and who reports directly to the School Committee. Under Gorman are an Assistant Superintendent-Director, "who functions in the role of principal for the most part",[2] and the approximately 100 teachers employed in the school system.

In February 1974 the Employer and Association entered into collective bargaining for the purpose of negotiating a successor agreement to the 1973-1974 contract, which expired on August 31, 1974. At the first negotiation session (February 25, 1974)[3] the parties mutually adopted "ground rules" to govern the conduct of the negotiations. The seventh ground rule provided, in pertiment part:

> "[Negotiation] [c]ommittees to be a maximum of 3 and 3 at all times. [B]oth parties have a right to bring in an MTA Representative or School Committee attorney as a fourth man if needed."

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[1] Oral argument was scheduled at the request of the Employer because of the substitution of Hearing Officer Noonan for Hearing Officer Kahn, who was away at the end of May on a previously-scheduled vacation.

[2] Gorman, however, plays a "very active" role in discharging the functions of principal.

[3] Unless otherwise indicated, all dates hereafter refer to 1974.

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Twelve negotiation meetings - with three-member committees representing the parties[4] - were conducted between February 25 and August 13 when tentative agreement was reached upon the terms of a contract, including a "5.5% across-the-board" wage increase. As reflected in the minutes of the August 13 meeting, a draft of the agreement was to be presented on August 26 for ratification by the School Committee and on September 3 for ratification by the membership of the Association. At the September 3 meeting the proposed contract was reviewed, but a ratification vote was postponed until September 6 when the teachers rejected the contract and voted to enlist the assistance of Robert McGuinness, a representative of the Massachusetts Teachers Association ("MTA"), in subsequent negotiations.

B. Events of September 16

Following rejection by the Association of the tentative agreement, the parties reconvened on September 16 - at the request of the Association - for the purpose of either renegotiating provisions of the contract[5] or of concluding an agreement, as maintained by the Association and School Committee, respectively. The Association was represented at the meeting by McGuinness, who served as principal spokesman, Metras, Stanely Jaros, a teacher who had participated in earlier negotiations, and Stephen W. Yurek, President of the Association, who, together with McGuinness, were attending their first meeting of the 1974 negotiations. Representing the School Committee were Lenky, Champeau and Miller, substituting for Vendetti, who expected to arrive later. Also "in attendance" were 30-40 teachers, earlier invited to attend the September 16 meeting, who congregated in the school foyer outside the conference room where negotiations were conducted. Opening the meeting, Lenky, in a raised voice, challenged the participation of McGuinness, asking "what are you doing here?" and maintaining that he "had no right to stay at the table" and that the School Committee was "not going to bargain with the MTA." McGuinness responded - also in a raised voice - that his participation in the negotiations was authorized by the ground rules and that he was there to negotiate. After the foregoing acerbic exchanges between McGuinness and Lenky - which lasted approximately five minutes - and after the School Committee searched for a copy of the ground rules, McGuinness announced an Association caucus. Accordingly, the Association representatives left the conference room to caucus with the teachers, to whom they explained what had just transpired. Upon motion, a vote was taken "temporarily" to add to the Association bargaining team the 30-40 teachers who had assembled in the corridor to await developments. Shortly thereafter, the negotiating team, accompanied by the approximately 35 teachers, reentered the conference room where the bargaining team,

[4]The School Committee bargaining team consisted of Chairman Stanley Lenky, who attended every meeting, and members Kenneth Champeau and Michael Vendetti, who attended eight and seven meetings, respectively. The Association, in turn was represented by Arthur Metras, who served as chairman of the bargaining committee, and by several teachers who rotated as the other two members of the team.

[5]Among the provisions to be renegotiated were "lock-in", binding arbitration, "just cause" and agency service fee clauses.

augmented by Eugene Caille, a part-time MTA representative, resumed positions at the table while the teachers stationed themselves elsewhere. McGuinness then informed the School Committee that "the teachers had voted to increase the bargaining team for the Association for just that one night...[in order] to show that they had a definite concern for the School Committee's lack of respect for the ground rules." Lenky replied that the School Committee could not bargain "in that atmosphere" and accused McGuinness of having engaged in similar tactics elsewhere. After a further, brief exchange between Lenky and McGuinness, accompanied by Caille's tapping of a pencil on the table and Champeau's retaliatory tapping of a pen, Champeau suggested that, having reviewed the ground rules, he was willing to resume negotiations with a fourth Association representative and repeated that "we are here to negotiate according to the ground rules." When his suggestion was not pursued, Champeau requested a word with Metras alone outside the conference room. McGuinness and Yurek, however, intervened, joining Champeau, Lenky and Metras in the corridor in order to reassure the membership that no settlements were being negotiated "on the side." Lenky then advised Metras of the School Committee's willingness to "sit down with...the three teachers and the professional negotiator." Shortly thereafter, Vendetti arrived and, after observing the teachers in the conference room, inquired of Lenky what was transpiring. Advised by Lenky of the teachers' intention to negotiate en masse, Vendetti suggested pointedly that the teachers "[g]et the hell out of here." Following further exchanges in which the parties essentially reaffirmed their positions - with Lenky offering to resume negotiations if the teachers were removed and McGuinness reiterating that the School Committee's breach of the ground rules justified the Association's own breach - the meeting ended and the principals departed. The next morning Gorman, commenting on the events of the previous evening, said to Yurek: "With some people coming up for tenure this year, that's a pretty stupid thing to do."

C. Suspension of negotiations

By letter dated September 26, the School Committee informed the Association that it would "no longer participate in negotiations for the 1974-75 school year contract" for the stated reasons that (1) the 13 meetings were "sufficient...for the parties to either reach agreement or reach the point of realizing that no agreement was possible"; (2) Metras had "led [Lenky] to believe that the matter would be wrapped up at the meeting of September 16th"; (3) the appearance of McGuinness and Caille at the September 16 meeting "was totally without prior notice" to the Employer and, in any event, the School Committee was not legally required to "reopen the matter" after the "many long hours and many days" devoted to the negotiations; and (4) the "rude and insulting" behavior of the Association's representatives and membership at the September 16 meeting "made shambles of the entire affair and made mockery of the entire bargaining endeavor." After detailing the conduct of the Association which, in the Committee's view, was inconsistent with good faith bargaining, Lenky maintained that "[o]ur Committee has decided that we cannot and will not meet with your group in the atmosphere you sought to create and on the terms you began to dictate the night of September 16th."

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By letter dated October 1 and directed to Gorman, Yurek requested that the Association be placed on the School Committee's agenda of October 7 in order that its "representatives...[may] respond to the letter of Mr. Stanley J. Lenky, dated September 26, 1974...." Accordingly, Yurek, on behalf of the Association, prepared a response, containing a point-by-point rebuttal of the Employer's charges and indicating a willingness to resume bargaining for the 1974-75 contract. The Association's prepared statement, which Yurek attempted unsuccessfully to read to the School District members at their October 7 meeting, was never communicated. While declining to permit Yurek to speak, the School District did vote on October 7 to grant the teachers - without prior consultation with the Association - an across-the-board salary increase of $500.[6]

After September 16 the Association formed an "Action Committee" for the purpose of exploring alternative avenues of securing a resumption of the suspended negotiations. The Action Committee, accordingly, elaborated the scheme of attending and picketing the bi-weekly School District meetings and of picketing the places of employment of School Committee members. The picketing was designed primarily to persuade the Employer to return to the bargaining table and secondarily to publicize the Association's position in the negotiations, and thereby engender public support. Thus, on October 21 approximately 30-40 teachers picketed outside the School Committee building,[7] carrying placards with varying legends, including "Mr. Lenky, tell the truth", "School Committee unfair to teachers" and "We want a fair contract." At the start of the meeting, the teachers, carrying their picket signs, entered a room measuring approximately 15 X 30 feet in which the School Committee conducts its deliberations. The teachers occupied the available seats and placed their signs either on their laps or at their sides. Bachand[8] then requested the teachers to remove the signs, prompting McGuinness to challenge his authority to do so. Bachand thereupon recessed the meeting to obtain advice of counsel and, upon reconvening, again requested the teachers to remove the signs which, in the Committee's view, were creating a disruption. When the teachers resisted, the Committee adjourned the meeting.

On October 24 approximately 40 teachers picketed the Southbridge Credit Union, where School Committee member Champeau was employed as a bank teller, for approximately half an hour, commencing at 6:00 p.m. The 40 pickets patrolled the sidewalk in front of the Credit Union, which is located on Main

[6] As noted above, the parties, on August 13, tentatively agreed to a 5.5% wage increase.

[7] The October 7 meeting, at which Association representatives were denied the opportunity to address the Committee, was similarly picketed.

[8] Bachand is the Chairman of the School Committee and presided at the October 21 meeting. Bachand testified that he observed at least four signs in the room.

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Street, the commercial center in Southbridge, at a distance of approximately 25-30 feet from the entrance. Among the signs carried by the pickets were three bearing the legends "Bay Path Teachers Want A Fair Contract", "Education, What Would You Do Without It?" and "Let's See Some Progress." The picketing was conducted peacefully and neither ingress to nor egress from the Credit Union was obstructed, even though customers were required to cross the picket line in order to enter the bank. As Champeau departed the building and passed by the pickets, he was approached by Yurek and McGuinness and informed: "Ken, you realize if we go back to the table this never would have happened. If you can promise us we'll go back to the table, we'll leave." The following day, October 25, notes from Yurek thanking teachers who participated in, or supported, the Southbridge picketing[9] were placed in the faculty "pigeonhole" mialboxes which are located in the school's administration office. Gorman directed Yurek to remove the documents because of their "inflammatory" character and reminded him of the "standard practice" of submitting, for the approval of the administration, communications placed in faculty mailboxes.

On October 29 the American Optical Company, which employes approximately 4,000 employees, including School Committeeman Lenky, was picketed by 30-40 teachers from approximately 3:30 to 4:00 p.m. The teachers, in the presence of police, again paraded on the public sidewalk (Mechanic Street) near the main entrance, carrying signs utilized in earlier picketing by the Association. At approximately the time of the picketing of the Southbridge Credit Union and the American Optical Company, the teachers were displaying "buttons" or "unity" pins while performing their duties. The buttons were approximately 1 1/2 inches in diameter and read, variously, "We are all in this together" and "Education, what would you do without it?" While students occasionally inquired of the teachers the significance of the buttons, they received no reply. In early November, Gorman inquired of a teacher whether "wearing the button made him a better teacher."

On November 4 a contingent of approximately 40 teachers again picketed the school building prior to the scheduled start of the School Committee meeting. A police officer, who - at the request of the School Committee - had been posted at the door of the Committee room to maintain order, refused entry to pickets carrying signs. Accordingly, the teachers who assembled in the room left their signs outside. As the meeting opened, McGuinness, Yurek and Moynihan, an MTA representative, remained standing and congregated in the vicinity of the Committee table. While the availability of unoccupied chairs is disputed, it is not disputed that Chairman Bachand requested McGuinness, Moynihan and Yurek to be seated or leave, in response to which Moynihan, observing that "there were no more seats", challenged the Committee to cite legal authority for "asking the persons present at a public hearing to take seats." Bachand replied that the Committee is authorized "to issue directives" and then requested the police officer stationed nearby to remove observers who were not seated - a request which prompted several already seated teachers to stand up. The Charlton Police Headquarters was then contacted and three

[9]Attached to the note was a newspaper account of the picketing.

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policemen, including the Acting Chief of Police, were dispatched, arriving at the meeting shortly thereafter. After the arrival of police reinforcements, additional chairs were retrieved from the Distributive Education office and the meeting proceeded without further interruption.

The next regularly-scheduled School Committee meeting, on November 18, was again attended and picketed by a contingent of 40 teachers. On the following day Gorman wrote Yurek expressing the School Committee's willingness to commence negotiations "for the 1975-1976 school year contract" and requesting the names of the Association's bargaining representatives and the dates and frequency of proposed meetings. On the evening of November 20, at an "Open House" at the high school to which the parents of prospective students were invited, Yurek, Norman Mercier and Richard Clark distributed - at the entrance to the building - a leaflet, entitled "The Bay Path Teachers' Situation: A Fair Contract", which summarized the conduct of the parties in the contract dispute and observed that

> "The Bay Path Teachers' Association has tried to get the School Committee back to the bargaining table. The teachers at Bay Path will continue to give your children the best education possible."

The leafletting, which was conducted for approximately 15-20 minutes, was a "project" of the Action Committee again designed to encourage the Employer to return to the bargaining table.

Shortly thereafter, on November 22, 30-40 teachers picketed Ziemski's[10] Package Store, marching in the gutter of the road in front of the store, at a distance of approximately 30 feet from the entrance. The picketing, which was conducted from approximately 3:15 p.m. to 4:00 p.m., obstructed neither ingress to nor egress from the store. In fact, entry to the store could be gained without crossing the picket line.

Also, in late November, 30-40 teachers picketed the Oxford package store of Nesta, who is a member of the School Committee. The teachers patrolled the public sidewalk that parallels Route 12, at a distance of approximately 35 to 40 feet from the store entrance, from approximately 3:15 p.m. to 4:00 p.m. Signs carried by the pickets bore a variety of legends, including "Threats about tenure don't scare us!!!"; "Shouldn't negotiators negotiate?"; "Bay Path Teachers Want A Fair Contract"; and "We'd Rather Talk Than Walk." Again, customer access to the store was not physically impeded by the picketing.

On November 26 Metras submitted to Bachand several alternative dates for anticipated negotiation sessions, but did not identify the members of the Association's bargaining team. The next day, November 27, Gorman, by letter, alerted Mercier, Clark and Yurek to the gravity of their "leafletting" of

[10] Ziemski was then a member of the School Committee, but had not participated in the negotiations.

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November 20, which, in his view, was "diametrically opposed to all of the philosophies and principles for which this school stands" and which, in addition, constituted "insubordination" because of an alleged failure to comply with a request that the educational activities of the school be insulated from "the problem with the School Committee." Gorman, authorized by Bachand to handle the matter "administratively", announced his "intention to file a copy of this letter in your folder and make the School Committee aware of your actions on the night of November 20, 1974." Subsequently, letters of reprimand were placed in the personnel files of the three teachers.

Thereafter, by letter dated December 4, Gorman advised Yurek that the School Committee had noted that "all of their inquiries had not been answered, specifically in the matter of who would be representing you and who would be on your negotiating team." Accordingly, Gorman requested Yurek to provide the information "so that negotiations for the school year 1975-1976 may begin." In response, Yurek, by letter dated January 4, 1975, stated that the Association bargaining team would "consist of the members of the P.R. & R. Committee, and representation will be provided by the Massachusetts Teachers' Association." In addition, Yurek suggested alternative dates for negotiation meetings and indicated that the Association was "willing to meet with the School Committee at the negotiating table to clear up the outstanding items for the contract for the academic year 1975-76." Shortly thereafter, Gorman, by letter of January 8, 1975, replied that the School Committee "does not feel that the information provided them was as requested" and therefore renewed a request for "the names and number of people who will represent you." Gorman also emphasized that "the information requested and the negotiations to take place are in reference to the school year 1975-1976, not the present school year." Finally, on January 16, 1975 a few teachers picketed the school during a meeting of the Central Mass. Wire Inspectors Association, of which Bachand is the Chairman.[11]

Opinion

A. Introduction

The duty to bargain collectively, imposed by G.L. c.150E, Section 6 includes the mutual obligation of the employer and the representative of the employees "to meet at reasonable times...and...negotiate in good faith...." Compare N.L.R.B. v. Rish Equipment Co., 407 F.2d 1098, 1101-1102 (4th Cir., 1969); N.L.R.B. v. Bradenton Coca Cola Bottling Co., 402 F.2d 84, 85 (5th Cir., 1968). Coupled with the duty to meet and confer is the correlative obligation of the employer not to alter established wages, hours and other terms of employment without first consulting and bargaining with the representative of its employees, in the absence of circumstances excusing or justifying such unilateral action. N.L.R.B. v. Katz, 369 U.S. 736, 743 (1962;

[11] At an "informal" conference in January 1975, the Association, represented by Yurek, Metras and Clark, and the School Committee, represented by Lenky, Bachand and Vendetti, discussed disputed contract issues, including the lock-in, agency fee, binding arbitation and "just cause" clauses. The conference was scheduled by Metras for the purpose - at least in part - of (cont'd.)

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City of Chelsea, 1 MLC 1299, 1303 (1975); Town of Marblehead, 1 MLC 1140, 1144-1145 (1974); Town of North Andover, 1 MLC 1103, 1106 (1974). While the employer need not necessarily secure the approval of the union before implementing the proposed changes, the union must be afforded a meaningful opporutnity to discuss and negotiate the matter in issue, and only "if there is a genuine deadlock which cannot fairly be attributed to bad faith in bargaining," may the employer resort to "self-help" in effectuating his offer. See, for example, N.L.R.B. v. Herman Sausage Co., 275 F.2d 229, 234 (5th Cir., 1960): "Generally speaking, the freedom to grant a unilateral wage increase 'is limited to cases where there has been a bona fide but unsuccessful attempt to reach an agreement with the union, or where the union bears the guilt for having broken off relations.'" Finally, an employer's obligation to bargain in good faith, while perhaps temporarily suspended by a union's display of bad faith, revives either upon a reaffirmation by the union of a willingness to resume good faith negotiations or upon a material change of circumstances indicating that a resumption of negotiations will not be futile.

B. The meeting of September 16[12] and the suspension of negotiations

As summarized above, the record, while disclosing conflicts in testimony concerning the events of September 16, at least establishes that an atmosphere unconducive to productive negotiations was created - primarily, we conclude, by the Association, albeit the conduct of the School Committee was less than exemplary. Thus, the School Committee, professing ignorance of the Association's earlier rejection of the tentative agreement[13] and anticipating an early conclusion of the negotiations, was purportedly "surprised" by the addition of McGuinness to the Association's bargaining team. The Committee's surprise and chagrin were communicated to the Association representatives by Lenky, who strongly opposed McGuinness' participation in the negotiations. McGuinness, in turn, protested that the ground rules authorized his participation and, without affording the Committee an opportunity to examine the rules, caucused in the corridor - with a haste which, the Employer claims, reflects a preconceived design to "sabotage" the negotiations and which, the Commission concludes, evidenced, in any event, a lack of good faith. After the caucus, the Association's bargaining team was augmented by approximately

11 (cont'd.)
exploring the feasibility of "straighten[ing] things out to get back to the table." No subsequent negotiations have occurred.

12 At the hearing the parties stipulated that no refusal to bargain occurred before September 16. The Employer's threshhold contention - that Section 11, which tracks the language of the counterpart provision in the predecessor statute, does not authorize the Commission to issue its own Complaints of Prohibited Practice - is disposed of by Town of Dedham v. Labor Relations Commission, et al ____ Mass. ____ (1974) (Mass. Adv. Sh. (1974) 871, 877-878) (Upon filing of a complaint, "[t]he proceeding is then in the name of the commission against the allegedly offending municipal employer....") In any event, the Commission's issuance and litigation of a complaint against the Association - at the Employer's request - renders the Employer's position awkward at best.

13 We submit that the Employer's claimed ignorance of the teachers' rejection of the proposed contract - particularly in view of acknowledged "rumors" thereof - is inherently incredulous.

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35 teachers, concededly in violation of the agreed-upon ground rules - conduct which, the Commission concludes, further evidences the Association's lack of good faith. In so concluding, the Commission rejects the Association's contention that its conduct was justified by the School Committee's asserted refusal to negotiate with a MTA representative in view not only of the lack of an adequate opportunity for the School Committee to consult the ground rules but also by the subsequent retraction by Champeau and Lenky of their prior position (supra, pp. 1442-1443) and the Committee's expressed willingness - which the Association does not dispute - to resume negotiations with a fourth Association representative. Indeed, notwithstanding the Committee's willingness to modify its position, the Association persisted in its refusal to remove the 35 teachers from the conference room, which obviously foreclosed fruitful negotiations. In short, the Association's creation of an atmosphere disruptive of productive negotiations, including repudiation of a procedural rule governing their conduct, constitutes a refusal to bargain in good faith, in violation of G.L. c.150E, Section 10 (b)(2) and (1).

As articulated above, however, a union's lack of good faith, while perhaps suspending, does not terminate, the employer's bargaining obligation. Thus, inasmuch as McGuinness, on September 16, advised the Committee representatives that the teachers had been added to the bargaining team for that night only[14], the Committee could not reasonably have anticipated that subsequent negotiations would be conducted in a similar circus atmosphere. In any event, of course, the School Committee could easily have tested the Union's presumed intransigence merely by agreeing to meet again and then observing the composition of the Association's bargaining team. In fact, at the January 1975 informal "negotiation" session between the Association and the School Committee only three Association representatives attended. Indeed, as Vendetti readily acknowledged, if the Association "were going to negotiate they would go back to a three-man team." Moreover, the Employer's very willingness to negotiate the 1975-1976 contract belies the sincerity of its defense that resumed negotiations for the 1974-1975 contract would be conducted by a thirty-odd member union committee - a defense which, in any event, is hopelessly undermined by the Employer's shifting and inconsistent explanations of its conduct. Thus, in its communication of September 26 to the Association, the School Committee justified its discontinuance of the negotiations on the grounds that the pre-September 16 meetings fully satisfied its bargaining obligations which were, in any event, terminated by the unanticipated presence of McGuinness and Caille at the September 16 meeting and by the alleged misconduct of the Association's representatives and membership. The September 26 letter contained only passing reference to the Association's "storming" the conference room with a delegation of 30-40 teachers - a circumstance which supports the view that the Association's breach of the ground

[14]Significantly, neither Lenky nor Champeau denied that McGuinness so advised the Committee. Yurek, in turn, while not corroborating McGuinness' testimony, testified only that McGuinness "may have said for one night, but I don't recall."

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rule was seized upon by the Committee as a pretext for terminating the negotiations. Compare East Texas Steel Castings Co., 154 NLRB 1080, 1082 (1965); Western Meat Pakcers, Inc., 148 NLRB 444, 450 (1964); National Shirt Shops of Florida, Inc., 105 NLRB 116, 129 (1953). Consistent therewith, Vendetti, asked at the hearing to reconcile the Committee's unwillingness to negotiate the 1974-1975 contract and willingness to negotiate the successor agreement, explained that

> "[F]irst of all, the ...[Association] brought litigation against us immediately...Secondly, I hoped all my previous work in the other negotiation meetings were not in vain, and apparently it was, you know.... I felt why should I go back and do this? If they bargained in good faith, why should I go back and bargain again."

In fact, Vendetti acknowledged that his support of the Committee's position was unrelated to the prospect of negotiating with a 30 member union team. By the same token, Bachand testified that the School Committee's refusal to meet after September 16 was motivated, not by the Association's alleged misconduct, but by its filing before the Commission the complaint of prohibited practice which is the subject of the instant proceedings.[15] Subsequently, however, Bachand shifted direction, attributing the Employer's refusal to meet to its "feeling that the teachers broke off negotiations because the guideline said that it must be only...three and one from the teachers and three and one from the School Committee, and that was the reading" (Emphasis added). Lenky's testimony reflects a similar shift of position. Thus, Lenky first testified that the Committee's refusal to meet after September 16 was motivated solely by the Association's disregard of the ground rules. Subsequently, however, Lenky acknowledged that the complaint of prohibited practice filed by the Association against the Committee also precipitated the refusal to meet. Finally, Lenky recanted his testimony, stating that the proceedings before the Commission did not influence the School Committee's decision not to negotiate and that Lenky, at least, "wanted to complete the negotiations since I first started."

In shoft, the record establishes that the Committee, cognizant of the Association's continuing desire to meet and, we find, to negotiate in accordance with the ground rules, utilized the Association's temporary disregard of the ground rules as a vehicle for terminating negotiations, in breach of the mandate of G.L. c.150E, Section 6. Moreover, the Association's filing of the complaint of prohibited practice unquestionably motivated, at least in

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[15] As Bachand explained:

> "But the timing here - an unfair labor charge was brought against us, and therefore until the issue is settled, how can you negotiate if they've taken you to court?"

part, the School Committee's continuing resistance to negotiations[16] - conduct which further violated the Employer's bargaining obligation in view of the well-settled proposition that negotiations may not lawfully be conditioned either upon the withdrawal of unfair labor practice charges or upon their resolution by the agency. See, e.g., Sellers, Dean, Inc., 174 NLRB 311, 316 (1969); Green Shop Not Co., 162 NLRB 626, 630 (1967) and cases cited. Nor, as the Committee suggests, is the duty to bargain - absent a legally congizable impasse - satisfied by attending a prescribed number of meetings. Accordingly, under the circumstances outlined above, the School Committee was under a continuing duty to meet and negotiate in good faith with the Union.[17]

Our conclusion that the School Committee's refusal to meet after September 16 violated its bargaining obligation dictates a similar conclusion that the Committee's unilateral grant of an across-the-board $500 wage increase breached its duty to negotiate.[18] Thus, the record disclosed that on October 7 the School Committee, while declining to recognize Yurek (supra, p. 1444), voted to grant the teachers - without prior consultation with the Association - the above-mentioned raise. No extended discussion is required to demonstrate that because of the Committee's unlawful refusal to meet the Association was not afforded the meaningful opporutnity contemplated by Chapter 150E to discuss and negotiate the proposed wage increase. Accordingly, no legally recognizable impasse existed which would have permitted the Employer to institute its wage proposal unilaterally. See Cone Mills Corporation v. N.L.R.B., 413 F.2d 445, 449 (C.A. 4, 1969), citing N.L.R.B. v. Herman Sausage Co., 275 F.2d 229, 234 (C.A. 5, 1960) Accord: N.L.R.B. v. Celotex Corporation, 364 F.2d 552, 553 (C.A. 6, 1966), cert. denied 385 U.S. 987.

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[16] Such a finding is supported by evidence that in the 1973 negotiations the School Committee similarly declined to meet during the pendency before the Commission of an Association complaint.

[17] The Employer's September 26 offer to execute the tentative agreement of August 13 - coupled with its total failure to meet after September 16 - evidences a "take-it-or-leave-it" attitude also inconsistent with the statutory "good faith" requirement. By the same token, the School Committee's insistence upon disclosure by the Association of the composition of its negotiating committee as a condition precednet to negotiation of the 1975-1976 contract further violated its duty to bargain, since the identity of a bargaining representative is a nonmandatory subject of collective bargaining. See, e.g., Concord Docu-Prep, 207 NLRB 981, 985 (1973) ("The conclusion is all but inescapable that the Respondent utilized the issue of disagreement as to the size and composition of the committee to frustrate collective bargaining regarding mandatory subjects.")

[18] The School Committee implicitly recognizes (Br.51) the correlation:

> "If the Commission finds that the Committee had the right to terminate negotiations after September 16, and if the Commission agrees that a vote on the 1974-75 salary schedule was long overdue, then the Committee did no wrong in taking unilateral action."

Conversely, of course, if the Committee did not have the right to terminate negotiations, then subsequent unilateral action was impermissible.

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Confronted by the Employer's unlawful refusals to bargain, the Association, as summarized above supra, pp. (1444-1446) engaged in picketing the bi-weekly meetings of the School Committee and the places of employment of members of the School Committee - for purposes of persuading the Committee to resume bargaining and to publicize the Association's position in the negotiations. The picketing, together with the "disruption" of School Committee meetings by Association representatives, allegedly constituted a refusal to bargain, in violation of G.L. c.150E, Section 10(b) (2) and (1) - a question which we next consider.

A starting point in the analysis of the legality of the picketing is Thornhill v. State of Alabama, 310 U.S. 88 (1940), in which the Supreme Court concluded that "walking slowly and peacefully back and forth on the public sidewalk...carrying a sign or placard" is constitutionally protected by the First Amendment.[19] Nonetheless, the constitutional protection afforded picketing, which combines elements of conduct and communication, is by no means absolute. Thus, labor picketing in contravention of federal or state policy can be prohibited while the conduct element of picketing is subject to the reasonable regulation of the state. See Hugues v. Superior Court, 339 U.S. 284 (1950); Cox v. New Hampshire, 312 U.S. 569 (1941). Conversely, of course, the mere fact of picketing does not justify its restraint absent evidence that the conduct and purposes of the picketing are inconsistent with legitimate state interests. See, e.g., Teamsters' Union v. Vogt, 354 U.S. 284 (1957). An inquiry into conduct and purposes suggests, in turn, application of a test which balances the interests advanced by the picketing and other competing interests of state policy, including protection of a right of privacy, under prescribed circumstances, and of the tranquility of the community. Pertinent to the inquiry of the interests promoted by picketing is the question of the existence of adequate alternative avenues of communication and the good faith efforts of the picketers to exhaust the alternatives, if any, before resorting to "self-help."

Applying the foregoing guidelines, we conclude that the picketing conducted by the Association at the places of employment of selected Committee members was protected activity not inconsistent with its duty to neogitate in good faith.[20] Thus, the objective of the picketing was merely to persuade the

[19]Public streets, sidewalks and parks, of course, have been historically regarded as appropriate First Amendment forums. Jamison v. Texas, 318 U.S. 413 (1943); Schneider v. State, 308 U.S. 147 (1939); Lovell v. Griffin, 303 U.S. 444 (1938). As noted by the Court in Hauge v. C.I.O., 307 U.S. 496, 515-516 (1939) streets and parks "have immemorially been held in trust for the use of the public and time out of mind have been used for the purposes of assembly, communicating thoughts between citizens and discussing public questions. Such use of the streets and public places has, from ancient times, been a part of the privileges, immunities, rights and liberties of citizens."

[20]A fortiori, the picketing of the School Committee meetings, at which the Employer's representatives were engaged in the discharge of their public functions, was indisputably protected absent evidence, not disclosed by the present record, of a significant disruption of school activities.

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School Committee to resume the negotiations which the Committee itself had unlawfully suspended - an objective which, we submit, does not contravene state policy. Moreover, the picketing was conducted peacefully on the public sidewalks; pedestrians continued to use the sidewalks; customers or potential customers continued to enjoy unrestricted access to the stores; none of the business sites was picketed more than once or for longer than one hour; and, finally, the targets of the picketing were not strangers to the labor dispute, and none of their employers, so far as the record discloses, suffered significant economic injury. Compare City of Troy, 4 PERB 3062 (1971) in which the New York Public Employment Relations Board sustained - albeit upon a different rationale[21] - the dismissal of a refusal-to-bargain allegation by a Hearing Officer who concluded that the Union's peaceful picketing on the public sidewalk, in front of the Mayor's place of employment, which was "reasonably calculated to peacefully influence...[the Mayor and] to arouse public support in favor of the...[union]", did not violate the Act, notwithstanding economic loss to the Mayor occasioned by the picketing. In short, the only coercion of the Employer was that which inherently characterizes picketing and which results from the publicizing of the position of a party to a labor dispute. More fundamentally, perhaps, the picketing teachers were deprived of effective alternative avenues of communication. Thus, School Committee members, who meet only bi-weekly to discharge their public responsibility, devote the great majority of their time to the pursuit of commercial interests at their private places of employment. Accordingly, if the teachers cannot peacefully picket on the public sidewalks at the Committee members' business places, then they may effectively be denied their right to petition the government "for redress of grievances" occasioned by the government's own unlawful conduct. Compare Tassin v. Police Officers, 90 LRRM 2217 (1975) in which the Louisiana Court of Appeals concluded that recognitional picketing by police officers of the places of employment of the municipal aldermen could not be enjoined in view of the absence of an effective alternative for petitioning the government.

In conjunction with the absence of alternative avenues of communication, we note that public employees in Massachusetts are denied the right to strike, which obviously undermines their leverage against a recalcitrant public employer. Accordingly, a blanket restriction of peaceful labor picketing - apart from its dubious constitutionality - would effectively remove whatever leverage public employees might otherwise enjoy and would relegate them to demonstrably less effective methods of petitioning the government. Compare Garrity v. New Jersey, 385 U.S. 493, 500 (1967)("[P]olicemen, like teachers and lawyers, are not relegated to a watered-down version of constitutional rights.") Nothing in Chapter 150E, nor in its legislative history, suggests that such a result was contemplated.

[21] The Board ruled that "[i]t is not...[its] function,...under the guise of determining good faith negotiations, to decide the propriety of conduct not regulated or prohibited by the Act under which this board operates" (at 3713).

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By the same token, the Commission recognizes at least the potential legitimacy of competing interests of privacy and tranquility. Yet, the zone of privacy does not, we submit, include the private business establishments of government representatives, notwithstanding their endeavor to separate their public and private lives. Whatever expectation of privacy, or immunity from intrusion of public affairs, attaches to the pursuit by public officials of private commercial ventures is outweighed by the right of public employees to peacefully encourage compliance with statutory mandates[22] and to publicize the existence of a labor dispute - for the purpose of arousing public support - by picketing on the sidewalks.[23]

Nor did the alleged disruption of School Committee meetings by Association representatives either constitute or evidence a refusal to bargain, as forcefully contended by the Employer. As a general proposition, it may be stated that union conduct away from the bargaining table, which is either designed to, or has the reasonably predictable effect of, coercing a favorable contract settlement or employer concessions may be inconsistent with the union's obligation under Section 10(b) (2) to negotiate in good faith. The record does not disclose, however, that the Association's activities at the School Committee meetings were coercive or reflected an underlying hositlity to the principles of collective bargaining. Thus, at the October 21 meeting 30-40 teachers entered the conference room in which the School Committee conducts its deliberations and occupied the available seats, placing their picket signs either on their laps or at their sides. While McGuinness challenged Bachand's authority to request the teachers to remove the signs - a challenge which eventually induced the Committee to adjourn the meeting, the teachers' conduct tended neither to coerce employer concessions nor force the School Committee to yield to the Association's contract demands - a conclusion which applies equally to the November 4 meeting. Thus, the approximately 40 teachers who picketed the school building prior to the scheduled start of the November 4 meeting entered the conference room without their signs, as requested by the police officer whose services had been arranged for by the Committee.

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[22]We recognize, of course, that compliance with Chapter 150E is typically accomplished by utilizing the procedures provided thereunder. Nonetheless, we conclude that the rights to utilize limited "self-help", as outlined above, or administrative remedies coexist, and that the exhaustion of the latter right is not a condition precedent to the exercise of the former.

[23]While expressing no view as to the legality of labor picketing at the home of a public official - where the expectation of privacy is entitled to greater weight - we note the judicial trend - at least in the law of defamation - limiting cliams of privacy by a public official or "public figure" in view of the overriding public interest in freedom of expression.

See, e.g., N.Y. Times v. Sullivan, 376 U.S. 254 (1964); Hill v. Gertz, 94 S.Ct. 2997 (1974). Compare Old Dominion Branch No. 496, National Association of Letter Carriers v. Austin, 94 S.Ct. 2770 (1974) in which the Supreme Court, while recognizing that state jurisdiction will lie for a defamation suit against a union, limited recovery for alleged defamation in a labor dispute to cases where there is a false statement of fact made with knowledge of its falsity or with reckless disregard of its truth or falsity.

Even assuming, as testified by Committee witnesses, that McGuinness, Yurek and Moynihan refused to take seats that were available and that, in addition, several teachers congregated in the vicinity of the Committee table, the conduct of the meeting was not significantly disturbed (supra, pp. 1445-1446). In short, notwithstanding the intervention of the police - whose presence may or may not have been required, we do not find that the atmosphere created by the teachers - and, in part, by the Committee members themselves - was sufficiently disruptive to have significantly influenced the Committee's negotiation position. In any event, of course, as we noted above in conjunction with a consideration of the legality of the picketing, the teachers' attendance at the School Committee meetings was calculated to encourage compliance by the Committee with its statutory duty to resume the unlawfully suspended negotiations. Particularly in view of its "protected" objectives, therefore, the Association's conduct at the School Committee meetings, while not exemplary, reflected merely an exuberance which dod not render the activity unprotected.

The protection afforded the picketing extends also to the leafletting activities conducted by Yurek, Mercier and Clark at the November 20 "Open Hours." Nothing in the leaflet, which described rather dispassionately the positions of the parties in the contract dispute, nor in its distribution to the parents of prospective students - outside the school building and after school hours[24] - presented a significant threat to the performance of the Employer's educational functions. Absent evidence of a material disruption of the operation of the school, distribution of literature designed to support employees' legitimate organizational or bargaining objectives is clearly protected, concerted activity. Accordingly, the letter of reprimand that Superintendent Gorman placed in the files of the three teachers who distributed the challenged leaflet constituted interference with protected activity, in violation of G.L. c.150E, Sec. 10(a)(1).[25] Compare Quincy School Committee

[24]Compare LeTourneau Company of Georgia, 54 NLRB 1253, 1261 (1944) in which the Board, in prohibiting application of a "no-distribution" rule to the circulation by its employees of union literature on its parking lots, observed: "Considerations of efficiency and order which may be deemed of first importance within buildings where production is being carried on do not have the same force in the case of parking lots." See also City of Fitchburg, 2 MLC 1123, 1136 (1975).

[25]The Employer contends (Br.54-55) that the conduct of Superintendent Gorman is not attributable to the School Committee for purposes of establishing liability under Chapter 150E. The Employer, however, often acts through its representatives and absent disclaimer by the principale, or action to remedy the coercive impact, of the agent's conduct, the principal is accountable therefor. Compare Union Tank Car Co. v. N.L.R.B., 410 F.2d 1344 (C.A. 5, 1969); N.L.R.B. v. International Brothers of Boilermakers, etc. Local No. 83, 321 F.2d 807, 810, 811 (C.A. 8, 1963) and cases cited. The School Committee not only failed to disavow Gorman's conduct but also expressly authorized his "administrative" discipline of the teachers who leafletted at the November 20 Open House. Accordingly, we attribute the Superintendent's conduct to the School Committee.

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and National Association of Government Employees, Mass. L.R.C. Case No. MUPL-18 (1972) in which the Commission ruled that the union's release to the press of statements supporting its position in contract negotiations did not constitute, nor evidence, a refusal to bargain. ("[T]he Association in pressing its demands for higher wages used bargaining techniques which are part of the American scene and a part of the political process in collective bargaining, and said bargaining techniques do not constitute threats or an irresponsible use of the public media.") Compare Republic Aviation Corp. v. N.L.R.B., 324 U.S. 793, 797-798 (1945)("Where there is no necessary convlict [between emloyees' organizational rights and the employer's rights], neither right should be abridged."); Wolverine World Wide, 193 NLRB 441, 447 (1971). By the same token, the distribution of union literature through faculty mailboxes - a contractually-recognized right[26] - is also protected activity provided only that the literature - neither in content nor manner of distribution - is designed to, or has the predictable effect of, significantly disrupting the Employer's normal operations. The patently inoffensive character of Yurek's message, which merely thanked teachers who participated in the picketing of the Southbridge Credit Union, and the contractual authorization of its distribution, compel the conclusion that the placement of the notes in the faculty mailboxes was protected conduct. Accordingly, Gorman's directive that Yurek remove the documents from the mailboxes interfered with employees' Section 2 rights, in further violation of Section 10(a) (1). Compare Friedman v. Union Free School District No. 1, 314 F.Supp. 223, 227 (E.D. N.Y., 1970) in which the Court concluded that a School Board regulation prohibiting, with limited exceptions, teacher distribution of literature through faculty mailboxes was overbroad and therefore in violation of the First Amendment. We conclude, however, that the Employer did not unlawfully interfere with the teachers' right to wear union buttons. Although the display by employees of union pins while at work is indisputably protected activity - provided only that the buttons are not provocative and neither alienate recipients of the Employer's service nor interfere with production or discipline (Republic Aviation Corp. v. N.L.R.B., 323 U.S. 793, 795-796, 801-803 (1945)), the mere inquiry of a

[26] Article VII(b) of the 1973-1974 collective bargaining agreement, which expired August 31, 1974, provided that:

> "[t]he Association has the right to place materials in mailboxes...."

Moreover, even after expiration of a collective bargaining contract, an employer is under an obligation to bargain with the Union "before he may permissibly make any unilateral change in those terms and conditions of employment comprising mandatory bargaining subjects...[emphasis in original]" Hinson v. N.L.R.B., 428 F.2d 133, 137 (C.A. 8, 1970) and cases cited. Accord: The Celotex Corporation, 146 NLRB 48, 60 (1964), enforced 364 F.2d 552 (C.A. 5, 1966), cert. denied, 385 U.S. 987; Oneita Knitting Mills, Inc. v. N.L.R.B., 375 F.2d 385, 388 (C.A. 5, 1967); Richardson v. Communications Workers of America, 443 F.2d 974, 979 (C.A. 8, 1971). The utilization of the mailboxes or bulletin borads provided for by the expired contract constituted a "term or condition of employment" (N.L.R.B. v. Proof Co., 242 F.2d 560 (C.A. 7, 1957), cert. denied, 355 U.S. 831) which, accordingly, survived the expiration of the contract and could not be altered by the Employer without bargaining.

single employee whether wearing the button improved his job performance is too isolated and ambiguous to establish the requisite aura of coercion. Joy Silk Mills v. N.L.R.B., 185 F.2d 732, 740 (C.A.D.C., 1950), cert. denied, 341 U.S. 914.

Finally, the record discloses that on September 17 Gorman, commenting on the September 16 meeting, stated to Yurek: "With some people coming up for tenure this year, that's a pretty stupid thing to do." Gorman's statement concerning tenure constituted, we conclude, a threat that the Employer might exercise its power to enforce economic reprisals against employees who actively supported the Association. While communicated only to Yurek, the warning, in view not only of its critical significance to teachers but also of Yurek's status as President of the Association, was likely to receive very wide dissemination.[27] Nor was the coercive impact of Gorman's statement mitigated by its lack of specificity, for the law is well settled that "the threats in question need not be explicit of the language used by the employer or his representative can reasonably be construed as threatening." N.L.R.B. v. Ayer Lar Sanitarium, 436 F.2d 45, 49 (C.A. 9, 1970); Colonial Copr. v. N.L.R.B., 427 F.2d 302, 305-306 (C.A. 6, 1970).

ORDER

Wherefore, on the basis of the foregoing, IT IS HEREBY ORDERED that the

I. Southern Worcester County Regional Vocational School District shall:

1. Cease and desist from:

(a) Failing or refusing to bargain collectively in good faith with the Bay Path Vocational Association by refusing to meet for purposes of negotiating the 1974-1975 collective bargaining agreement, by conditioning negotiations for the 1975-1976 contract upon disclosure by the Association of the identity of its bargaining committee and by unilaterally granting wage increases.

(b) Interfering with, restraining or coercing its employees in the exercise of their protected rights by (1) threatening economic reprisals against employees because of their support of the Association; (2) disciplining employees because of their distribution of literature espousing the Association's cause; and (3) prohibiting the distribution of union literature through the faculty mailboxes.

(c) In any like or related manner interfering with, restraining or coercing its employees in the exercise of their protected rights under the Law.

[27] As demonstrated, in part, by the legend on a sign carried by a teacher picketing Nesta's package store in late November, which explicitly referred to tenure threats (supra, p. 1446).

2. Take the following affirmative action which it is found will effectuate the policies of the Law:

(a) Upon request, bargain collectively in good faith with the Association for a 1974-1975 collective bargaining agreement and, if any understanding is reached, embody such understanding in a signed agreement.

(b) Upon request, bargain in good faith with the Association for a 1975-1976 collective bargaining agreement and, if any understanding is reached, embody such understanding in a signed agreement.

(c) Remove the personnel files of Richard Clark, Norman Mercier and Stephen Yurek the letters of reprimand of November 29, 1974 and rescind whatever further disciplinary action may have been implemented as a consequence thereof.

(d) Post in a conspicuous place upon the high school employee bulletin boards and maintain for a period of thirty (30) days thereafter, copies of the attached Notice to Employees (Marked "A") Said posting shall be made while the high school is in regular class session.

(e) Notify the Commission in writing within ten (10) days of the service of this Decision and Order of the steps taken to comply therewith.

II. Bay Path Vocational Association shall:

1. Cease and desist from:

(a) Failing or refusing to bargain collectively in good faith with the Southern Worcester County Regional Vocational School District by disregarding mutually-adopted "ground rules" or by otherwise creating an atmosphere disruptive of fruitful negotiations.

(b) In any like or related manner interfering with, restraining or coercing the Employer in the exercise of its protected rights under the Law.

2. Take the following affirmative action which it is found will effectuate the policies of the Law:

(a) Post in a conspicuous place upon the high school bulletin boards and maintain for a period of thirty (30) days thereafter, copies of the attached Notice to Employees (Marked "B") Said posting shall be made while the high school is in regular class session.

(b) Notify the Commission in writing within ten (10) days of the service of this Decision and Order of the steps taken to comply therewith.

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III. The remaining allegations of the Cross-Complaints of Prohibited Practice ought to be and hereby are dismissed.

James S. Cooper, Chairman

Madeline H. Miceli, Commissioner

A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE LABOR
RELATIONS COMMISSION
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

WE WILL NOT refuse to bargain collectively in good faith with the Bay Path Vocational Association as exclusive representative of teachers employed by the Southern Worcester County Regional Vocational School District.

WE WILL NOT interfere with employees' distribution of literature supporting the Bay Path Vocational Association.

WE WILL NOT threaten employees with economic reprisals because they support the Association.

Upon request WE WILL bargain collectively with the Bay Path Vocational Association for a 1974-1975 and 1975-1976 collective bargaining agreement.

WE WILL remove from the personnel filed of Richard Clark, Norman Mercier and Stephen Yurek the letters of reprimand of November 27, 1974 and rescind any further disciplinary action implemented as a consequence thereof.

SOUTHERN WORCESTER COUNTY
REGIONAL VOCATIONAL SCHOOL DISTRICT

By_____
Chairman Bachand

B

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE LABOR
RELATIONS COMMISSION
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

WE WILL NOT refuse to bargain collectively in good faith with the Southern Worcester County Regional Vocational School District.

WE WILL abide by the mutually-adopted "ground rules" during collective bargaining negotiations.

WE WILL NOT create disruptive atmosphere during collective bargaining negotiations.

BAY PATH VOCATIONAL ASSOCIATION