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and conditions of employment, in violation of Sections 10(a)(1) and (5) of the Law. The Section 10(a)(6) allegation was dismissed.

On May 28, 1992, Administrative Law Judge Judith Neumann, Esq. conducted an evidentiary hearing, during which the parties had a full opportunity to be heard, to examine and cross-examine witnesses, and to introduce documentary evidence. Both parties filed post-hearing briefs on September 17, 1992. On November 23, 1993, Administrative Law Judge Ann T. Moriarty, Esq. conducted a supplemental hearing. In accordance with 456 CMR 13.02(2), the administrative law judge issued recommended findings of fact on May 18, 1994, which were not challenged by either party. The Commission has reviewed the record and adopts the administrative law judge's findings of fact.¹

Findings of Fact²

The Union is the exclusive collective bargaining representative for certain employees of the City of Boston at the Boston Public Library, including library assistants in the circulation and shelving services department. In or about September 1990, two library assistant positions, classified as BLA 4, became vacant in the circulation unit of this department. Generally, when vacancies occur in the library, the City reviews the job description content to determine if any changes are necessary. As part of this review process of the two vacant BLA 4 positions, John T. Barrett, Assistant to the Director of Personnel Resources for the library, met with various library personnel and discussed changing the supervisory structure of the department. These discussions between Barrett, the Supervisor of Circulation and Shelving, and the Assistant Director of Community Library Services, focused on rotating the supervisory staff between the circulation unit and the shelving unit of the department, and training the staff in the duties of both units. This contemplated change mirrored, in part, a similar, non-supervisory staff change implemented by the City following negotiations over the Union's proposal in the late 1970's, early 1980's.³

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The parties agreed that the testimonial and documentary evidence submitted on both days of hearing would constitute the record in this case.

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Neither party contests the Commission's jurisdiction in his matter.

3 (see page 1352)

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In November 1990, Barrett contacted Diane Fay, President of the Union's library Local 1526, to initiate discussions of the City's proposed changes in the library's circulation and shelving services department. Over the course of the next three months, the City and the Union met on November 21, 1990, December 4, 1990, December 17, 1990, January 4, 1990 and in the morning of January 31, 1991. These five meetings were held separate from, but concurrent with, negotiations for a successor collective bargaining agreement.⁴ During these meetings, the Union, through Ms. Fay, its chief spokesperson, asked Barrett why the

3 (from page 1351)

Prior to the changes in the department's non-supervisory staff, a library assistant, Grade 1 (LA 1), assigned to the shelving unit, was primarily responsible for shelving all books in the library's circulation collection. A library assistant, Grade 2 (LA 2), assigned to the circulation unit, registered clientele and sorted all books for shelving. In the late 1970's or early 1980's, during negotiations for a successor collective bargaining agreement, the Union proposed the abolition of the LA 1 position, and the merger of the duties of the LA 1 and LA 2 positions as part of a newly created LA 2 position. The City agreed. Currently, LA 2's work on a rotating basis between the circulation unit and the shelving unit of the circulation and shelving services department.

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The Union and the City were parties to a collective bargaining agreement that expired by its own terms on June 30, 1990. In August 1990, the parties commenced negotiations for a successor collective bargaining agreement. John Barrett, Assistant to the Director of Personnel Resources of the library, and David Achenbach, Esq. of the City's Office of Labor Relations, acted as chief spokespersons for the City during all times material to the issues raised in this case. Diane Fay, President of the library's Local 1526, acted as chief spokesperson for the Union. During the first three or four negotiating sessions, the parties discussed groundrules; substantive written proposals were then exchanged. The City's proposal did not include any changes in the library's circulation and shelving services department. Between November 1990 and January 31, 1991, the parties met to negotiate for a successor collective bargaining agreement on: November 7, 1990, November 15, 1990, November 29, 1990, December 6, 1990, January 15, 1991 and January 31, 1991 in the afternoon. The successor collective bargaining negotiations culminated in an agreement as of November 4, 1993. The agreement, which covers the period of July 1, 1993 through June 30, 1996, was ratified by the parties.

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City had not made the proposals concerning the reorganization at contract negotiations and Barrett responded with words to the effect that it would not be appropriate.⁵ The Union did not refuse to meet and discuss the proposed changes, nor did the Union formally protest the conduct of separate bargaining over the City's proposal.⁶

During the first meeting held on November 21, 1990, the City provided the Union with copies of proposed position descriptions for library assistants, specifically the BLA 4, BLA 6, and BLA 8 classifications.⁷ In sum, the City proposed that employees holding the

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In response to Diane Fay's November 21, 1990 inquiry, Barrett recalls responding that "it wasn't appropriate to make them in that forum." Fay testified that she recalled Barrett saying "that they felt they had the right to meet outside of the [contract negotiations], that they always bargained over issues aside from [contract negotiations] when negotiations were not going on and he found no reason for it to be any different." Finally, Doreen Roderick, a member of the Union's library Local 1526 Executive Board, and present at the November 21, 1990 meeting, testified that Barrett's response was that "it would tie up the functioning of the library." Because the testimony of the Union's witnesses was not inconsistent with Barrett's testimony, the administrative law judge credited Barrett's more general version. In the absence of any objection from either party, we adopt the administrative law judge's finding on this point.

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In the past, if the City proposed to create a new position or revise the job requirements of an existing bargaining unit position, the City notified the Union and the parties discussed the proposed changes. In August 1990, following the expiration of the parties' agreement, the City and the Union discussed the creation of a new position in the library's access center department as well as a probationary period concerning the recent promotion of a bargaining unit member. Both issues were resolved. Barrett testified that he did not recall a prior instance when the City proposed a department reorganization.

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At the time of the City's initial proposal, the circulation unit staffing pattern affected by the proposed change included one filled BLA 8 position and two vacant BLA 4 positions; the shelving unit staffing pattern affected by the proposed change included one filled BLA 6 position, and three filled BLA 4 positions.

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positions of BLA 4, BLA 6, and BLA 8 in the shelving and circulation units of the department be trained in, and be required to perform, the duties of both units on a rotating assignment basis. In addition, the City proposed to create one new BLA 6 position. Prior to the proposed change, employees in the three classifications were not rotated between the circulation and shelving units, and were only required to perform the duties of the one unit to which they were assigned.

From the outset, the Union expressed its willingness to agree to the City's proposal to have the employees perform the duties of both units on a rotating basis provided, however, that all three classifications were upgraded one pay grade.⁸ The rotation period, whether it be bi-weekly or bi-monthly, was not in dispute.

At the December 4, 1990 meeting, the Union raised two issues about the proposed changes in job duties as reflected in the job descriptions for all three classifications: 1) a typing skill requirement; and, 2) a one grade upgrade. At the December 17, 1990 meeting, the City responded to the Union's December 4, 1990 concerns by providing a revised set of job descriptions. Specifically, the City added a typing requirement to the BLA 4 and BLA 6 job descriptions. Although neither description contained the level of typing proficiency required of applicants, the parties verbally agreed that a 30 wpm requirement would be contained in any job posting for both positions. The City also proposed a typing requirement for the BLA 8 position. The parties verbally agreed to a 40 wpm typing proficiency requirement for the BLA 8 position, such requirement to be included in any posting for this position. Also during the December 17, 1990 meeting, the City informed the Union that the proposed job descriptions did not warrant a pay grade increase. The Union continued to tie any agreement on the content of the position descriptions to a pay upgrade.

During the January 4, 1991 meeting, in addition to continuing to request an upgrade for all three positions, the Union questioned whether the content of the job descriptions

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In support of a one grade pay increase, the Union referenced the parties' agreement reached in negotiations concerning the abolition of the LA 1 position and the newly created LA2 position in the department. See, fn. 4, *supra*. In the Union's view, the proposed changes presented an analogous situation. In addition, the Union advanced an argument that the proposed BLA 4 positions were comparable to a branch library BLA 5 classification.

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accurately reflected the amount of supervision involved. The City responded to this inquiry by modifying the supervisory requirements contained in the BLA 6 and BLA 8 job descriptions, and newly revised job descriptions for both classifications were given to the Union at the January 31, 1991 morning meeting.⁹ During this January 31, 1991 morning meeting, requested by the City, the Union raised no further issues concerning the content of the job descriptions, except to dispute the accuracy of the assigned pay grade. The Union still pressed for a one grade upgrade. At the time of this meeting, the Union intended to place the proposed changes in this department on the contract negotiations' bargaining table that afternoon, but Barrett was not aware of the Union's intentions.¹⁰ At the conclusion of this meeting, the City informed the Union that, in the City's opinion, because the only remaining outstanding issue was a one grade pay increase, which the City was unable to accommodate, the parties were at impasse, and the City intended to implement the changes.¹¹

At a previously scheduled January 31, 1991 afternoon contract negotiating session, the Union submitted a typed proposal that encompassed a request to upgrade two other library positions,¹² as well as a three page proposal concerning the City's proposed changes

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On the morning of January 31, 1991, Fay informed Barrett that the Union was unavailable to meet that morning because the other Union representative, Doreen Roderick, was not released from her job duties. After Barrett contacted Roderick's supervisor, Roderick was released, and the parties met.

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The administrative law judge accepted both Fay's testimony concerning the Union's intentions, and Barrett's un rebutted, unequivocal denial of knowledge of this fact. In the absence of any objection from either party, we adopt the administrative law judge's finding on this point.

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In the City's view, the modified job duties were comparable in pay grade to the positions' pre-change requirements. Further, employees were not required to simultaneously perform the duties of both the circulating and shelving units.

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This part of the Union's January 31, 1991 proposal was similar in form to other Union position upgrade requests previously placed on the bargaining table.

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to the circulation and shelving services department.¹³ Although it is undisputed that this is the first time the substance of the proposed changes was introduced during successor contract negotiation sessions, during a previous successor contract negotiation session Diane Fay informed David Achenbach that the Union and the City were engaged in separate discussions concerning proposed changes in the circulation and shelving services department. Achenbach informed Fay that either party could continue to submit proposals during the negotiations; and, if the Union wanted this proposal on the table, they should place it there.¹⁴ The Union's written proposal, relating to each of the positions, contains prefatory language indicating that the Union's proposal is in response to the City's proposal.¹⁵

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During an October 11, 1990 meeting, the parties agreed, as part of their ground-rules concerning the collective bargaining negotiations, that all non-economic proposals by either party had to be presented at the next scheduled bargaining session, which session was held on October 24, 1990. During the time period relevant to the issues raised in this case, there was no groundrule regarding the deadline for submitting economic proposals.

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Although neither Doreen Roderick, a member of the Union's negotiation team, nor John T. Barrett recall this exchange, the administrative law judge credited Fay's testimony. In the absence of any objection from either party, we adopt the administrative law judge's finding on this point.

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Of the four BLA 4 positions at issue, the Union proposed that: 1) two new BLA 5 positions be posted and filled as promotional opportunities; 2) incumbents of the new BLA 5 positions would rotate between the circulation and shelving units; 3) the job duties of the two filled BLA 4 positions would remain unchanged as long as the incumbents held the positions; and, 4) as vacancies occurred in the BLA 4 positions, the position would be abolished and additional BLA 5 positions created. The Union proposed that the current and proposed BLA 6 positions be upgraded to BLA 7 positions, with both incumbents rotating between the circulation and shelving units. Further, the Union requested that the BLA 8 position be upgraded to BLA 9. The remaining content of the Union's proposal, such as typing proficiency requirement(s), was not in dispute between the parties at the time this proposal was made. The record does not disclose whether this proposal, either in whole or in part, represents an alternative to any prior bargaining position.

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Upon receipt of this proposal, and following a City bargaining team caucus, David Achenbach, one of the City's chief spokesmen, responded that the proposal was accepted for negotiations for a successor collective bargaining agreement, which were not at impasse, but that the City considered the parties at impasse relative to interim bargaining, and that the City would implement the changes in the circulation and shelving services department.

Following January 31, 1991, the parties exchanged several letters. In a February 7, 1991 letter, John T. Barrett to Diane Fay, the City, in part, stated:

Subsequent to our last meeting, the Union has failed to raise any further concerns with regard to these positions. Rather, you placed these issues on the bargaining table at the negotiations for a successor agreement. This indicates to me that the impact negotiations we have been engaged in over the past two months are at impasse.

Therefore, since the Library cannot accommodate the Union any further with regard to these positions, the revised job descriptions given to you at our January 31, 1991 meeting will become effective as of February 11, 1991.

Just prior to the City's implementation of the changes in job duties, the Union responded to the City. In a February 10, 1991 response, Diane Fay to John T. Barrett, the Union, in part, stated:

As stated on February 7, 1991, the Union has not declared impasse with regard to the negotiations over proposed changes in the job descriptions for the above stated positions.

The Union is prepared to continue negotiations over the changes in these positions at the bargaining table. As I stated to you from the start, since both parties are engaged in negotiations for a successor agreement, this is the appropriate forum for discussions.

Also on February 10, 1991, Diane Fay directed a letter to David Achenbach, in which the Union, in part, again stated that it had not reached "impasse with regard to the proposed changes in the job descriptions for the positions." The Union further expressed its desire to

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continue to negotiate over the changes as part of the negotiations for a successor agreement. In addition, the Union proposed that certain positions, discussed by the parties, be posted and filled on a temporary basis. Incorporated in this seven (7) part proposal, *inter alia*, was the Union's offer to commence rotation of the two BLA 6 positions between the circulation and shelving units of the department, to post and fill two BLA 4 positions on a six month temporary basis, and to continue negotiations over the changes.

In response, David Achenbach and John T. Barrett co-authored a February 12, 1991 letter, in which the City, in part, stated:

The City and the Library have received and considered your letters of February 10, 1991 addressed to David Achenbach and John T. Barrett concerning the positions in the Circulation & Shelving Services department of the Boston Public Library.

As was indicated to you at our meeting on February 7, 1991, it is the City's and the Library's contention that impasse had been reached with regard to interim bargaining over these positions and that your placing the issue of these positions on the table at negotiations for a successor agreement clearly indicated that impasse had indeed been reached.

Your most recent proposal confirms this prior conclusion. You once again indicate that any further negotiations concerning these positions must take place in the context of successor agreement bargaining.

To reiterate, the library is not in a position to accommodate any further the Union's concerns as presented in the course of interim bargaining.

Since you have chosen to place this issue on the table at successor agreement bargaining, your proposal to post these positions on a temporary basis will be answered in that forum.

By letter dated February 16, 1991, Diane Fay requested clarification of the City's February 12, 1991 response. The letter, directed to both John Barrett and David Achenbach, in part, stated:

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Does the Library/City hold the position that they have reached impasse at the main table (negotiations over a successor agreement) with regard to the positions in the Circulation and Shelving Services Department?

If the Library/City has declared impasse at the main table, the Union must assume that the Library/City is in the position of bad faith bargaining. This would place the Union in the position of having to proceed through avenues available to it in order to protect the rights of its' members.

On February 28, 1991, David Achenbach responded to Diane Fay's clarification request, in part, as follows:

The City does not consider that impasse has been reached at the main table negotiations with regard to the issue of the positions in Circulation and Shelving Services. The City does however believe that impasse was reached in the interim bargaining that took place prior to the posting of those same positions.

On or about February 11, 1991, the City implemented the changes in job duties for all three classifications.

Opinion

A public employer violates the Law when it unilaterally alters a condition of employment involving a mandatory subject of bargaining without first bargaining with the employees' exclusive collective bargaining representative to resolution or impasse. School Committee of Newton v. Labor Relations Commission, 388 Mass. 557 (1983); Commonwealth of Massachusetts, 20 MLC 1025 (1993); City of Holyoke, 13 MLC 1336 (1986). Although there are some subjects, which as a matter of policy, are excepted from the statutory bargaining obligation, a public employer is nevertheless required to negotiate over the impacts of a core governmental decision on mandatory subjects of bargaining prior to implementation. School Committee of Newton v. Labor Relations Commission, 388 Mass. at 564.

It is undisputed that the City's decision to reorganize the supervisory structure of the Boston Public Library's circulation and shelving services department necessitated changes

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in the job duties and other terms and conditions of employment of library assistants, who are represented for the purposes of collective bargaining by the Union. Although the reorganization of the library is a core managerial decision that is not subject to the statutory bargaining obligation, the Law does require the City to bargain over the impact of its reorganization on mandatory subjects of bargaining. Because job duties are generally mandatory subjects of bargaining, the City was obligated to negotiate with the Union, to resolution or impasse, prior to implementing the contemplated changes. Town of Danvers, 3 MLC 1559, 1576 (1977).

The record reflects that the City satisfied its statutory obligation to provide the Union with prior notice of its proposed changes in the library's circulation and shelving services department and that the City initiated bargaining with the Union over the impact of the proposed reorganization. The single issue presented in this case is whether the parties were at impasse in their negotiations at the time the City implemented its reorganization proposal.

It is well-established that the Commission will determine that the parties have reached impasse in negotiations only "[w]here both parties have negotiated in good faith on bargainable issues to the point where it is clear that further negotiations would be fruitless because the parties are deadlocked." Town of Brookline and Brookline School Committee, 20 MLC 1570, 1594 (1994) and cases cited therein. In determining whether an impasse has been reached, the Commission considers the following factors: bargaining history, the good faith of the parties in negotiations, the length of negotiations, the importance of the issue or issues as to which there is disagreement, and the contemporaneous understanding of the parties as to the state of negotiations. Commonwealth of Massachusetts, 8 MLC 1978, 1982 (1982), *aff'd sub nom Massachusetts State Engineers and Scientists v. Labor Relations Commission*, 398 Mass. 920 (1983); Hanson School Committee, 5 MLC 1671, 1676 (1979), quoting Taft Broadcasting Co., 163 NLRB 475, 478, 64 LRRM 1386, 1388 (1967), *aff'd sub nom Television and Radio Artists v. NLRB*, 395 F.2d 622, 67 LRRM 3032, (D.C. Cir. 1968).

Applying this criteria, we are not persuaded that the parties were at impasse in negotiations on February 11, 1991, the date the City implemented its reorganization of the supervisory structure of the library's circulation and shelving services department. *See, Commonwealth of Massachusetts*, 8 MLC at 1987. The record discloses that, commencing in November 1990, the City and the Union met on five occasions, independent of on-going

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successor collective bargaining negotiations, and exchanged proposals concerning changes in library assistant's job duties implicated by the City's decision to reorganize. During the first four sessions held on November 21, 1990, December 4, 1990, December 17, 1990 and January 4, 1991, the parties exchanged proposals on items like typing proficiency, rotation schedules, and the level of supervisory authority for each of the three job classifications under discussion. The parties reached consensus on certain issues, but the issue of what, if any, additional compensation was merited by the changes in job duties continued to be unresolved.

At the City's request, the parties met again on the morning of January 31, 1991. During this meeting, the City provided the Union with copies of the revised position descriptions for the three classifications that reflected the parties' agreement to date. The Union raised no further concerns regarding the job duties, but continued to press for a salary increase. After restating its position that the changes did not merit a pay increase, the City declared that the negotiations were at impasse, and that the changes would be implemented.

As the Commission recognized in Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, 14 MLC 1518 (1988), collective bargaining is a dynamic process and an analysis of whether the parties are at impasse requires an assessment of the likelihood of further movement by either side. Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, 14 MLC at 1529. Although the City argues that when the parties left the bargaining table on the morning of January 31, 1991, there was no likelihood of further movement on the issues under discussion, the Union demonstrated its sincere desire to continue discussing the issue that very afternoon. Further, the record also reflects that the Union again renewed its request for negotiations with a February 10, 1991 pre-implementation proposal. Although the City accepted the Union's proposal concerning the three affected bargaining unit positions as part of the negotiations for a successor agreement, it remained adamant in its position that a February 11, 1991 implementation was permissible because the parties reached impasse during impact negotiations held on the morning of January 31, 1991. We reject this inflexible approach to the dynamics of the collective negotiations process. Faced with the Union's requests to continue negotiations on this issue, the City was obligated to delay implementing the reorganization of the library's circulation and shelving services department, absent circumstances, not present here, that required the immediate implementation of the proposed changes. See, New Bedford School Committee, 8 MLC 1472 (1981), citing, City of Boston and Administrative Guild, 4 MLC 1912 (1978).

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This obligation to delay implementation attached regardless of the forum in which the Union made this pre-implementation request for further discussions. It is the substance of the Union's request for continued negotiations, not the forum in which it was made, that is the decisive factor in this case.¹⁶

Under the totality of circumstances, and in the absence of any evidence that the Union's conduct was a subterfuge or otherwise done in bad faith, we are not convinced that at the time of implementation, the parties had fully explored all avenues for compromise, such that the negotiations were hopelessly deadlocked. Therefore, we determine that on February 11, 1991, the City unilaterally implemented its proposed reorganization of the supervisory structure of the library's circulation and shelving services department without first exhausting the full potential of reaching an agreement with the Union over the impacts of its decision on employees' wages, hours and other terms and conditions of employment.

Conclusion

Based on the evidence, we conclude that the City of Boston unilaterally implemented a reorganization of the supervisory structure of the library's circulation and shelving services department without first bargaining with the Union to resolution or impasse over the impact of its decision to reorganize on employees' wages, hours and other terms and conditions of employment, in violation of Sections 10(a)(5) and (1) of the Law.

Remedy

Section 11 of the Law grants the Commission broad authority to fashion appropriate orders to remedy a public employer's unlawful conduct. Labor Relations Commission v.

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Having determined that the parties were not at impasse at the time the City implemented the reorganization of the library's circulation and shelving services department, we find it unnecessary to address the City's argument that it is permissible to separate negotiations over the impact of a reorganization proposal from on-going collective bargaining negotiations. Based on the facts of this case, the Union's request to continue negotiations statutorily required the City to delay implementation of the reorganization pending further negotiations regardless of the forum.

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Everett, 7 Mass. App. Ct. 826 (1979). In exercising this authority, the Commission attempts to place the Union in the position it would have been but for the prohibited practice. Natick School Committee, 11 MLC 1387, 1400 (1985). In cases where the Commission determines that a public employer has unilaterally implemented a pre-impasse proposal without first bargaining to impasse over the impact of a core governmental decision on a mandatory subject of bargaining, the Commission's remedy attempts to "[s]trike a balance between the right of management to carry out its lawful decision and the right of an employee organization to have meaningful input on impact issues while some aspects of the status quo are maintained." Town of Burlington, 10 MLC 1387, 1388 (1984).

Recognizing that the City's reorganization decision was implemented in February 1991 and that employees have been performing the new job duties since that date, the Union does not seek an order directing the City to reinstate the prior supervisory structure of the Library's Circulation and Shelving Services Department. Rather, the Union argues that the employees impacted by the change in job duties are entitled to a retroactive compensatory award in the amount of a one pay grade increase, subject to the parties' agreement during negotiations as to the appropriate pay level for these three bargaining unit positions impacted by the change.¹⁷ In contrast, the City argues that any monetary award, such as a pay upgrade, would in essence amount to an order requiring the City to concede to the Union's bargaining proposal, which Section 6 of the Law does not require.

In Middlesex County Commissioners, 3 MLC 1594 (1977), the Commission recognized that a remedy should not "[h]ave the effect of compelling an agreement or require speculation as to the specific benefits that would have been extended to the employees had the employer not refused to bargain." Middlesex County Commissioners, 3 MLC at 1600, citing, Ex-Cell-O Corporation, 185 NLRB 107 (1970). We see no reason to depart from this principle and decline to fashion a remedy ordering the City to retroactively increase the pay grade of employees impacted by the reorganization by one pay grade. Rather, we determine that an order requiring the City to reinstate the economic equivalent of the status quo ante for a period of time during bargaining is appropriate.

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In its brief, the Union states that the City has bargained with the Union over the proposed changes in job duties, albeit post-implementation, as part of successor collective bargaining negotiations.

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Finally, the record reflects that the parties continued to negotiate over the impacts of the decision to reorganize the library's circulation and shelving services department on employees' wages and terms and conditions of employment following the City's implementation on February 11, 1991. Whether this subsequent bargaining renders this remedial order, in whole or in part, unnecessary, is appropriately addressed in a compliance proceeding.

Order

WHEREFORE, based on the foregoing, it is hereby ordered that the City of Boston shall:

1. Cease and desist from:
 - a) Refusing to bargain in good faith with the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO over the impact of the decision to reorganize the Boston Public Library's circulation and shelving services department on employees' wages, hours and other terms and conditions of employment.
 - b) In any like or related manner, interfering with, restraining or coercing employees in the exercise of their rights under the Law.
2. Take the following affirmative action which will effectuate the purposes of the Law:
 - a) Within five (5) days from the date of receipt of this decision, offer to bargain in good faith with the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO over the impact of the decision to reorganize the Boston Public Library's circulation and shelving services department on employees' wages, hours and other terms and conditions of employment by proposing to meet at a reasonable time and place.
 - b) Beginning as of the date of receipt of this decision, make whole bargaining unit members in the library's circulation and shelving services department

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who are classified as BLA 4, BLA 6 and BLA 8 library assistants for any loss of wages and other economic benefits they formerly received prior to the implementation of the reorganization until the earliest of the following events:

1. Resolution of bargaining by the parties;
 2. Failure of the Union to accept the offer to commence bargaining within five (5) days after receipt of the offer;
 3. Failure of the Union to bargain in good faith;
 4. Good faith impasse between the parties.
- c) Sign and post immediately in conspicuous places where employees usually congregate or where notices to employees are usually posted and leave posted for a period of thirty (30) days thereafter copies of the attached Notice to Employees; and take reasonable steps to ensure that these notices are not altered, defaced or covered by any other material.
- d) Notify the Commission within thirty (30) days of receiving this decision of the steps taken to comply herewith.

COMMONWEALTH OF MASSACHUSETTS
LABOR RELATIONS COMMISSION

WILLIAM J. DALTON, CHAIRMAN

WILLIAM HAYWARD, JR.,
COMMISSIONER

CLAUDIA T. CENTOMINI, COMMISSIONER

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

The Massachusetts Labor Relations Commission has determined that the City of Boston violated Sections 10(a)(5) and (1) of General Laws, Chapter 150E, the Public Employee Collective Bargaining Law when it failed to bargain with the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO over the impact of its decision to reorganize the supervisory structure of the Boston Public Library's circulation and shelving services department on employees' wages, hours and other terms and conditions of employment.

WE WILL NOT refuse to bargain in good faith with the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO over the impact of the decision to reorganize the supervisory structure of the Boston Public Library's circulation and shelving services department.

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

WE WILL offer to bargain in good faith with the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO about the impact of the decision to reorganize the supervisory structure of the Boston Public Library's circulation and shelving services department.

WE WILL restore the *status quo ante* by compensating certain bargaining unit members in the library's circulation and shelving services department for any loss of wages and other economic benefits for a time period beginning on the date of receipt of the Commission Decision until we have discharged our duty to bargain as detailed in the Commission's order.

CITY OF BOSTON

BY: