CITY OF LAWRENCE SCHOOL COMMITTEE AND LAWRENCE ADMINISTRATORS ASSOC., MUP-2287, 2329 (12/7/76).

(50 Duty To Bargain)
52.4 extension and renewal
54.5113 abolition of position
54.59 payday
54.6 wages
(60 Prohibited Practices By Employer)
67.61 bargaining with individuals
67.7 refusal to meet or delay in meeting
67.8 unilateral change by employer

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

Appearances:

James T. Grady, Esq. - Counsel to the Lawrence Administrators Association
Edward Bograd, Esq. - Counsel to the Lawrence School Committee

DECISION AND ORDER

Statement of the Case

On July 8, 1975, a Complaint of Prohibited Practice was filed with the Massachusetts Labor Relations Commission ("the Commission") by the Lawrence Administrators Association ("the Association") alleging that a practice described in Section 10 (a)(5) of General Laws, Chapter 150E ("the Law") had been committed by the Lawrence School Committee ("the Committee"). On August 28, 1975, a second Complaint of Prohibited Practice was filed by the Association alleging that the School Committee has committed further practices in violation of Section 10 (a)(5) of the Law.

After investigation, the Commission, on December 18, 1975 issued its Complaint of Prohibited Practice consolidating the charges made in the two Complaints. The Commission's Complaint alleged that the School Committee had refused to bargain in violation of Section 10 (a)(5) of the Law by (1) placing the Junior High School principals on a 52-week basis without prior negotiations with the Association; (2) engaging in individual negotiations with the principals concerning such change; (3) unilaterally eliminating the positions of Coordinator of Physical Education and Director of Athletics and creating a new position of Director of Physical Education and Athletics; (4) failing and refusing to meet with the Association since March 5, 1975 to negotiate a successor collective bargaining agreement. Accompanying that Complaint was an Order in which the Commission deferred consideration of an additional charge filed by the Association which alleged a contract violation by the posting of a Notice of Vacancy for the newly-created position of Director of Physical Education and Athletics. This matter was remanded to the parties for resolution through the Grievance Procedure set forth in Article IX of the contract.

In a letter to the Commission dated January 9, 1976, the School Committee moved for Reconsideration of the December 18th Order deferring to arbitration.

Since voluntary compliance with the deferral order was not forthcoming, the Commission voted on February 11, 1976 to rescind its Order. Accordingly, the Commission issued, on February 27, 1976, an Amended Complaint which included all of the allegations of the initial complaint, and an additional allegation that the Committee had further violated Section 10 (a)(5) by unilaterally posting a Notice of Vacancy for the newly created position of Director of Physical Education and Athletics. The School Committee filed a timely Answer to the Amended Complaint, denying the commission of the alleged prohibited practices. Thereafter, pursuant to Section 11 of the Law and Article II, Section 11 of the Commission's Rules and Regulations, an Expedited Hearing was conducted before Kathryn M. Noonan, Hearing Officer, on March 9, 1976 at which the parties were afforded full opportunity to be heard, to cross-examine witnesses and to introduce evidence. Briefs were timely filed and have been carefully considered. Subsequently, the Commission, upon agreement of the parties, redesignated the hearing as a formal hearing. Upon the record herein, we make the following findings of fact and render the following opinion.

Finding of Fact

1. The City of Lawrence is a municipal corporation situated in the County of Essex, within the Commonwealth of Massachusetts and is a "Public Employer" within the meaning of Section 1 of the Law.

2. The City of Lawrence School Committee is the representative of the Public Employer within the meaning of Section 1 of the Law.

3. The Lawrence Administrators Association is the exclusive representative for purposes of collective bargaining for all professional employees of the Lawrence School Department with the exception of the Superintendent of Schools and the Assistant Superintendent of Schools. The Association is an "Employee Organization" within the meaning of Section 1 of the Law.

The Refusal to Meet After March 5, 1975

The Committee and the Association were parties to a collective bargaining agreement which contained a continuing clause providing that the agreement was effective from January 1, 1973 through June 30, 1974, "or until such time as a successor agreement shall be entered into." Negotiations for a successor agreement commenced on July 19, 1974. Subsequently, at least eleven negotiating sessions were held between August 27, 1974 and March 5, 1975. At the initial meeting and several subsequent meetings, the parties negotiated regarding, inter alia, retroactivity, renewal and continuing clauses for the new contract. On October 22, 1974, the Committee agreed to both the retroactivity clause and the renewal clause as proposed by the Association. The Committee opposed the inclusion of a continuing clause in the new contract, asserting that such a clause impaired its ability to bargain collectively.

By March 5, 1975, the parties had reached agreement on all issues with the exception of a continuing clause. On that date, the Association requested the Committee to submit this issue to arbitration. The Committee refused to

agree to this proposal. At the close of the negotiating session, Attorney Ford, the Committee's chief negotiator, stated that he would contact the Association after he had spoken to the Chairman of the Committee, the Mayor of Lawrence, about the continuing clause. When no contact was made, the Association's executive officer and chief negotiator, Luke Kramer, wrote a letter to the School Committee, dated March 22, 1975, requesting a negotiating session to discuss the one remaining unresolved issue. Kramer appeared before the School Committee in early June, 1975 to present the Association's position, and to request that Ford meet with him to resolve the issue of the continuing clause. Ford responded that he would get back to him in a few days. Approximately three weeks alter Ford called Kramer and explained that the Mayor's position had not changed.[1] When Kramer requested further negotiating sessions, Ford responded that further sessions would serve no useful purpose since the parties could not agree on the continuing clause. No negotiation sessions had been held from March 5, 1975 until the time of the hearing.

The Consolidation of The Positions of Coordinator of Physical Education and Director of Athletics

During negotiations, the Committee proposed to eliminate the full-time positions of Coordinator of Physical Education and Director of Athletics and to consolidate their duties in a new position of Director of Physical Education and Athletics. Both positions to be eliminated were in the bargaining unit, and were being vacated due to retirement.

The consolidation proposal was discussed during the bargaining sessions. The Committee originally proposed as a salary for the new position a ratio of 1.2 above Master's Maximum of the teacher's salary schedule. The Association opposed both the consolidation plan and the proposed salary. The Committee then proposed a salary of 1.5 above Master's Maximum. The Association agreed that at least 1.5 was required, but no agreement on the consolidation plan could be reached. At the end of the March 5th session, Kramer believed the proposal was left open to further negotiations.

Thereafter, the Committee voted to eliminate the two positions, to create the new position of Director of Physical Education and Athletics and to post a Notice of Vacancy for the new position. When the Association became aware of the Commission's action, Kramer sent a letter to the Committee, dated May 7, 1975, asserting that the considered action was a violation of Articles II[2] and

[1] No allegation is made and no evidence was presented to indicate that the Mayor was not speaking for the majority of the School Committee.

[2] Article II reads in part:

C. Any changes in the duties or responsibilities of an existing position will be made only after negotiations between the Committee and the Association relative to adjustments in the salary for said position have been completed.

X[3] of the collective bargaining agreement. He offered to meet with the Committee to resolve the problem and reiterated the Association's reasons for opposing the consolidation. On July 1, 1975, the Notice of Vacancy was posted, listing the salary at 1.5 above Master's Masimum. On August 11, 1975, Kramer, by letter, again objected to the Committee's intention to create the position. Although Kramer had believed that negotiations concerning the proposal would continue, no further negotiations took place. No member of the bargaining unit applied for the position. The position was filled prior to the beginning of the 1975-76 school year.

Junior High School Principals

Sometime before mid-June, 1975, two Junior High School principals and the Assistant Superintendent of Schools, Ernest Zaik, entered into discussions regarding the possibility of changing the principals' salary payment schedule from a 40-week to a 52-week basis. When the Association's president, O'Connell, was informed of these discussions by the two principals, he advised them that any negotiations on this matter should be done through the Association. O'Connell spoke with Zaik, Ford, and the Superintendent of Schools, Smith, about the matter and advised them that any discussion concerning the work year of the principals should be done through collective bargaining sessions.

On August 7, 1975, Smith recommended to the Committee that the Junior High School principals be paid on a 52-week basis, retroactive to July 1, 1975. The Committee voted to approve the recommendation with an amendment "that a waiver be signed stating that no additional compensation will be requested for summer employment". Although it appears that the two principals signed the waiver, there is no evidence that either of them worked during the summer of 1975.

The unrebutted testimony of O'Connell indicates that the Junior High School principals had recieved extra compensation for summer employment during the previous three summers. There is no provision in the collective bargaining agreement concerning the method of payment. The salary schedule attached to the agreement, however, describes the work year of the Junior High School principals as ten months.

Opinion

The Refusal To Meet After March 5, 1975

Section 6 of the Law requires the parties to "meet at reasonable times, ... [to] negotiate in good faith with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, but such obligation shall not compel either party to agree to a proposal or make a concession."

[3]Article X reads in part: Duties: The duties of the Administrators shall be in accordance with Job Descriptions accepted by the School Committee prior to the execution of this Agreement; provided that, new or modified Job Descriptions for positions existing at the time of execution of this Agreement shall be approved by both the School Committee and the Association before becoming part of this Agreement.

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The Association alleges that the Committee's refusal to meet after March 5, 1975 to discuss further the issue of the continuing clause constituted a refusal to engage in good faith bargaining. The School Committee contends that it was under no obligation to continue to meet with the Association, since the parties had become deadlocked over the issue.

We make no finding concerning the existence or nonexistence of an impasse in this case. Such a determination is unnecessary, since we hold that, even if there were an impasse, the School Committee was required to reopen negotiations when the Association requested a resumption of bargaining sessions. The Association verbally requested further negotiations, and also wrote to the School Committee on May 22, 1975 requesting further sessions. At that time, two and one-half months had elapsed since the parties had last met to discuss the unresolved issue of the continuing clause. Passage of time and requests for new negotiations have both been held to be factors in determining whether an impasse has been broken. Baker Manufacturing and Local 416, UAW, 75 NLRB 1012, 21 LRRM 1103 (1948); Jeffrey-DeWitt Insulator Co. v. NLRB, 91 F.2d 134, 1 LRRM 634 (4th Cir.), cert, den'd, 302 U.S. 731 (1937); Idaho Fresh Pak Inc. and Teamsters Local 983, 215 NLRB No. 115, 88 LRRM 1207, 74-5 LC #15,353 (1974); Goodyear Tire and Rubber and Machinists Lodge No. 93, 217 NLRB No. 10, 74-5 LC 15,596 (1975).

It is only through face-to-face bargaining that the parties may attempt to reach agreement. When one party refuses to meet, the possibility of reaching an understanding is slight. Even when the parties have taken strong and conflicting positions, there is always the possibility that one or the other might retreat from its position, allowing for eventual settlement. Where this possibility exists, both parties are obliged to meet. Cf. NLRB v. Sharon Hats, 289 F.2d 628, 48 LRRM 2098 (5th Cir. 1961), enforcing 127 NLRB 947, 46 LRRM 1128 (1960).

The obligation to resume negotiations after impasse is perhaps greater in the public sector, where the union is prohibited from striking even after a deadlock has been reached. The statute provides, in Section 9 of the Law, for mediation and fact-finding as methods of resolving such disputes. Although either party may petition the Board of Conciliation and Arbitration for a declaration of impasse, neither party is required to do so. Thus, although the employer was under no obligation to utilize those dispute resolution mechanisms, we conclude that a party who declines to petition the Board for an impasse may not indefinitely refuse to resume negotiations after impasse. Rather, such party has a duty to engage in further negotiations when presented with a good-faith request to do so,[4] especially where there has been a significant lapse of

[4] We do not assume, nor do we accept the Employer's contention, that the Association's request to bargain was an empty one. We find evidence of the Association's genuine desire to communicate meaningfully in its letter of May 22, 1975 to the School Committee. The letter stated in part:

The last negotiatory session in which the representatives of the School Committee and the representatives of the Lawrence Administrator Unit reviewed the one remaining unresolved phrase was held better than two months ago.

The Union is of the impression, which has persisted for several sessions, that there was a definite understanding between the two groups but for that one (cont'd.)

time since the last meeting of the parties. Here, the Employer presented no evidence of bad faith on the part of the Association. Therefore, the Employer was obligated to test the sincerity of the Association when it requested a meeting to discuss the single unresolved issue dividing the parties. This is especially true where, as here, there was no new contract for a long period of time when negotiations were suspended. Under such circumstances the absence of a new contract may have created new pressures on the Association, increasing the likelihood of compromise. We do not require that a request for renewed bargaining in these circumstances state specifically the nature of concessions the party is willing to make. It is sufficient that such a request indicates a desire to negotiate in good faith.

The statutory requirement to bargain in good faith does not allow either party to refuse to bargain based on mere speculation as to acceptance or rejection of an offer based upon a party's attitude in negotiations. Armstrong Cork v. NLRB, 211 F.2d 843, 33 LRRM 2789 (5th Cir. 1954). To rule otherwise would be to grant the employer the power to utilize what may have been a temporary deadlock as a permanent excuse to avoid the obligation to bargain collectively. We decline to do this. Rather, we conclude that the duty to bargain after an alleged impasse is revived when either party after a passage of time, indicates a desire to negotiate in good faith over previously deadlocked issues. We therefore find that the School Committee violated its duty to bargain collectively in good faith under Section 10 (a)(5) of the Law when it relied on an alleged impasse as a justification for its refusal to meet with the Association upon request.

The Consolidation of The Positions of Coordinator of Physical Education and Director of Athletics.

In the recent cases of School Committee of Hanover v. Curry, 1976 Mass. Adv. Sh. 396, 343 NE 2d. 144, affirming, 1975 Mass. App. Ct. Adv. Sh. 467, 325 NE 2d. 382 (1975), and School Committee of Braintree v. Raymond, 1976 Mass. Adv. Sh. 399, 343 NE 2d. 145 (1976), the Massachusetts Supreme Judicial Court held that a school committee had an inherent managerial right to abolish a supervisory position, where the decision was based upon an educational policy judgment. The court further ruled that this right could not be delegated or restricted by a collective bargaining agreement, although negotiated and executed by the school committee. Thus, it was beyond the power of an arbitrator to order the positions re-established, although money damages might be appropriate if a contract violation were established. See also, Boston Teachers Union v. Boston School Committee, 1976 Adv. Sh. at 1515.

We find that the Hanover and Braintree decisions control the abolition of the two positions in the instant case. The fact that both positions were being vacated by retirement and that both parties agree that the new position of Director of Physical Education and Athletics is within the bargaining unit shows

4(cont'd.)
phrase. Your attorney, John Ford, has been requested to arrange for the Union to meet with the School Committee to resolve the one current difference, but to no avail. We accomplish nothing by failing to communicate. The Union lacks understanding of the motives which compel the negative response.

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/s/ Like Kramer

that the Committee's action was not a "pretense or devise actuated by personal hostility" but rather a policy decision to abolish two positions that were deemed unnecessary. Braintree, supra., at 402; Sweeney v. School Committee of Revere, 249 Mass. 525, 530 (1924); Garvey v. Lowell, 199 Mass. 47, 50 (1908). Consequently, we conclude that the decision by the Committee to abolish the two positions, to create the new position, and to post a Notice of Vacancy for the new position, without prior negotiations with the Association, was within the scope of its managerial power and, therefore, did not violate Section 10 (a)(5) of the Law.

In concluding that the Committee did not violate the Law by making an educational policy decision to abolish two existing positions and to create the position of Director of Physical Education and Athletics without prior bargaining with the Association, we do not intend to say that the impact of that decision on the bargaining unit was not a bargainable subject. In affirming the arbitrator's order that the incumbent of the abolished position be made whole for his loss of compensation, the court in Braintree stated:

> We have no doubt that the abolition of an employee's position, his transfer to a lesser position, and reduction of his salary involved his "wages, hours and other conditions of employment" within the meaning of G L. c. 149 S.1781, as appearing in St. 1965, c. 763, S.2. See Kerrigan v. Boston, 361 Mass. 24, 26-28 (1972). Cf. G.L. c. 150E, S.6. The collective bargaining agreement therefore could provide for such a contingency, for grievances arising under the provision, and for arbitration of disputes over the interpretation and application of the terms of the agreement.. .. Cf. School Committee of Cambridge v. LaChance, Mass. App. At. Adv. Sh. (1975) 291. Braintree, supra. at 404-5.

We conclude that questions concerning the impact the exercise of a school committee's managerial powers has on wages, hours and working conditions of employees in the bargaining unit are proper subjects of collective bargaining.

The Braintree court expressly reserved decision on any question of the mandatory or permissive scope of bargaining and on "any question with respect to other provisions that might be made for the contingency that a supervisory position might be abolished, or any question with respect to other contingencies which might be brought about by the exercise of a school committee's managerial powers." Braintree, supra., at 406. We do not have to decide these questions here. The only issue pertaining to the impact of the Committee's decision raised by the Association during the negotiations was the salary rate for the new position of Director of Physical Education and Athletics. After the Association rejected the Committee's initial proposal, the Committee increased the salary. The Association president testified that, while continuing to object to the feasibility of the duties and functions of the Director position, the Association agreed that the Committee's second salary proposal was the minimum salary required for the position. The 1.5 above Master's Maximum figure in the Committee's second proposal is equal to the salary levels negotiated by the parties for other Directors in the bargaining unit. In his communications with the Committee, Kramer never objected to the 1.5 above Master's Maximum salary for the position, even after the salary figure was specified in the Notice of

Vacancy. Considering all the evidence presented by the Association, we conclude that the parties reached agreement on the salary for the position of Director of Physical Education and Athletics. Since the Association raised no other issues relating to the impact of the creation of the new position, other than the salary issue upon which the parties agreed, we dismiss the allegation that the Employer violated Section 10 (a)(5) of the Law when it abolished the two former positions and created the new position of Director of Physical Education and Athletics.

The Junior High School Principals

It is well established that the duty to bargain collectively enunciated in Section 6 of the Law and enforced in Section 10 (a)(5) requires that an employer may not deal directly with employees regarding matters that are properly the subject of negotiations with the employees' bargaining representative, City of Boston School Committee, 1 MLC 1287, 1295 (1975). See, Medo Photo Supply Corp. v. NLRB, 321 U.S. 678, 683, 14 LRRM 581 (1944). (The duty to bargain collectively "exacts the negative duty to treat with no other".) The record shows that Assistant Superintendent Zaik had discussions with the individual Junior High School principals concerning a change in the principals' pay period. Despite objections by the Association's president, the Superintendent of Schools recommended and the Committee approved, without prior negotiations with the Association, a change in the principals' pay period from 40 weeks to 52 weeks. If the discussions concerned a proper subject of collective bargaining, the Committee, in bypassing the exclusive bargaining representative and individually negotiating with the Junior High principals, violated Section 10(a)(5) of the Law. The fact that the contract has no provision for salary payment does not relieve the Committee of its obligation to bargain prior to instituting a change. See, City of Everett, 2 MLC 1423 (1976) (The Commission found a violation of the duty to bargain when the employer unilaterally changed a past practice not reduced to writing in a contract.)

The Commission has not previously decided whether Section 6 of the Law requires an employer to negotiate the schedule of paydays. The National Labor Relations Board has found an obligation to bargain concerning changes in payday. See, Superior Rambler, 150 NLRB 1264, 58 LRRM (1965); King Radio Corp. v. NLRB, 398 F.2d. 14, 68 LRRM 2821 (10th Cir. 1968); American Sanitary Products Co. d/b/a American School Supply Co., 157 NLRB 473, 61 LRRM 1399 (1966). We find that the manner in which an employee's salary is disbursed affects terms and conditions of employment and is a proper subject of collective bargaining. The addition of approximately 12 paydays to the principals' pay schedule has an even greater impact on the terms and conditions of employment than the mere change of the day on which the employee is to be paid. The Association took reasonable steps to inform the Committee of their objections to the change and, therefore, no question as to waiver of the Association's right to bargain about the change is presented.

The Committee's unilateral action in instituting the payment change would suffice to find a violation of Section 10(a)(5). However, the violation is compounded by the fact that, notwithstanding the Association's objections, discussions with individual unit members precipitated the change. Such conduct not

only undermines the effectiveness of the bargaining representative in general, but, more specifically, creates the possibility of conflict between individually negotiated gains and the contract terms. Accordingly, we conclude that the Committee by individually negotiating with the Junior High School principals regarding a proper subject of bargaining and by changing a term and condition of employment without prior negotiations with the Association, has vioalted Section 10 (a)(5) of the Law.

The Association also alleges that the Committee's proviso that the principals waive extra compensation for summer employment is a violation of the Law since the action was taken without prior negotiation with the Association. Generally, an employer may not change wages, hours or working conditions of unit employees without negotiating with their collective bargaining representative, NLRB v. Katz, 369 U.S. 736, 50 LRRM 2177 (1944); Town of North Andover, 1 MLC 1103, 1106 (1974). The elements of a violation are unilateral action constituting change that affects wages, hours, or conditions of employment, Town of North Andover, supra.; Town of Marblehead, 1 MLC 1140, 1144 (1974).

The elements of the North Andover test are satisfied by the record in the instant case. It is undisputed that the waiver of compensation for summer employment was not discussed at any of the negotiating sessions between the parties. The vote of the Committee was taken without any notification to the Association regarding the subject matter. The unrebutted testimony of O'Connell shows that the Junior High School principals had been paid extra compensation for summer employment during the previous three summers. Section 6 of the Law expressly requires that wages be the subject of collective bargaining. We find that the requirement that the principals sign a waiver of extra compensation for summer employment constituted a unilateral change affecting the principals' wages.

The Committee argues in its brief that the fact the principals did not work during the summer of 1974 makes the Committee's waiver provision irrelevant to this case. We find no merit to this contention. The unilateral change was instituted and continues to have full force and effect.

We conclude that the Committee, by acting unilaterally in altering a preexisting condition of employment and by altering wages without prior consultation or agreement with the Association, has violated Section 10 (a)(5) of the Law.

Order

Wherefore, on the basis of the foregoing findings of fact and conclusions of law, IT IS HEREBY ORDERED, pursuant to Section 11 of the Law:

1. That the complaints in this matter should be and hereby are dismissed to the extent that they allege:

   (a) That the City of Lawrence School Committee has failed or refused to bargain in good faith with the Association by abolishing the positions of Coordinator of Physical Education and Director of Athletics and combining the duties and functions of those positions into the position of Director of Physical Education and Athletics, without prior negotiations with the Association;

(b) That the City of Lawrence School Committee has failed or refused to bargain in good faith with the Association by posting a Notice of Vacancy for the position of Director of Physical Education and Athletics, without prior negotiations with the Association.

2. That the City of Lawrence School Committee cease and desist from failing or refusing to bargain in good faith with the Association.

(a) More specifically, the School Committee shall not engage in unlawful individual bargaining with its employees who are represented by the Association.

(b) Shall not unilaterally change the pay schedule of its employees who are represented by the Association.

(c) Shall not unilaterally change wages of its employees who are represented by the Association without prior negotiations with the Association.

(d) Shall not give any force or effect to the resolution approved by the Committee on or about August 7, 1975 that the Junior High School principals to be paid on a fifty-two (52) week basis.

(e) Shall not refuse to meet with the Association to negotiate a collective bargaining agreement, if presented with a good-faith request for such meetings.

3. That the City of Lawrence School Committee take the following affirmative action which it is found will effectuate the policies of the Law:

(a) Rescind at the next regular meeting of the School Committee, the vote taken on or about August 7, 1975 approving a resolution that Junior High School principals be paid on a fifty-two (52) week basis.

(b) Make whole the Junior High School principals, John Wilson and Carman Iannicilli, for any loss they may have suffered as a result of the unlawful refusal to bargain, by payment to them of a sum, including interest at the rate of 6% per annum, equal to that which they would normally have earned, absent the unlawful conduct, retroactively from July 1, 1975;

(c) Preserve and, upon request, make available to the Commission or its agents, for examination and copying all payroll records, social security payment records, personnel records and reports and all other records necessary to analyze the amount of back pay, if any, due under the terms of this Order;

(d) Meet with the Association to further discuss the unresolved issue of the continuing clause.

(e) Post in conspicuous places at locations where members of the bargaining unit represented by the Association are employed, and maintain for a period of thirty (30) days thereafter, copies of the attached Notice To Employees;

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

James S. Cooper, Chairman

Madeline H. Miceli, Commissioner

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

The Labor Relaions Commission, in its Decision dated December 7, 1976, found that the City of Lawrence School Committee committed prohibited practices in violation of Section 10(a)(5) of General Laws Chapter 150E.

Chapter 150E of the General Laws gives public employees the following rights:

To engage in self-organization.

To form, join, or assist any union.

To bargain collectively through representatives of their own choosing.

To act together for the purpose of collective bargaining or other mutual aid or protection.

To refrain from all of the above.

WE WILL NOT do anything that interferes, restrains or coerces employees in their exercise of these rights. More specifically,

WE WILL NOT refuse to bargain in good faith with the Association by engaging in unlawful individual bargaining with members of the bargaining unit represented by the Association.

WE WILL NOT unilaterally change the wages, hours, terms or conditions of employment of any employees represented by the Association, without prior negotiations with the Association.

WE WILL NOT give any force or effect to the resolution of the Lawrence School Committee that unilaterally changed the pay period and wages of the Junior High School principals, and will vote to rescind that resolution at our next regular meeting.

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WE WILL make whole the Junior High School Principals, John Wilson and Carman Iannuccilli, for any loss they may have suffered as a result of the unlawful unilateral changes instituted by the School Committee, by payment to them of a sum equal to that which they would normally have earned, absent the unlawful conduct, plus interest at the rate of 6% per annum.

WE WILL meet with the Association concerning the unresolved issue of a continuing clause.

CITY OF LAWRENCE SCHOOL COMMITTEE

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CHAIRMAN