In the Matter of PUBLIC EMPLOYEES LOCAL UNION, 1144 (A) OF THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA

and

CITY OF TAUNTON

Case Nos. MUP-06-4836 and MUP-08-5150

28.	***Relationship Between c.150e and Other Statutes Not Enforced by Commission***
54.27	***time clocks***
67.165	***bargained to impasse***
67.8	***unilateral change by employer***
91.1	***dismissal***
92.56	***proper issues on appeal***

November 2, 2011
Marjorie F. Wittner, Chair
Elizabeth Neumeier, Board Member
Harris Freeman, Board Member

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

DECISION ON APPEAL OF HEARING OFFICER'S DECISION

On May 19, 2011, a Department of Labor Relations (Department) Hearing officer issued a decision in the above-referenced matter. The Hearing Officer held that the City of Taunton (City) had violated Section 10(a)(5) and, derivatively Section 10(a)(1) of MGL c. 150E (the Law) by: 1) unilaterally installing and, later, upgrading a time clock system that included a surveillance camera; and 2) requiring bargaining unit members to sign Criminal Offender Record Information (CORI) release forms as a condition of continued employment without first giving the Public Employees Local Union, 1144(A) of the Laborer's International Union of North America (Union) an opportunity to bargain to resolution or impasse over these decisions and the impacts of these decisions.

The City filed a timely appeal of the decision pursuant to MGL c.150E, Section 11 and 456 CMR 13.02(1)(j). Both parties filed supplementary statements. On appeal, the City contends that the installation of the time clock and surveillance system was not a mandatory subject of bargaining because implementation did not alter any existing terms and conditions of employment or result in more stringent practices. Rather, the devices were simply changes to procedural mechanisms for enforcing existing work rules. The City alternatively argues that it satisfied its bargaining obligation and the parties reached impasse. Regarding CORI checks, the City argues that, as a matter of public policy and statute, it was not obligated to bargain over its decision to obtain CORI information for employees that had unmonitored contact with school-age children. Based on the record as a whole, and for the reasons set forth below, the Commonwealth Employment Relations Board (Board) affirms the Hearing Officer's conclusion that the City did not satisfy its statutory bargaining obligation before making these changes.

Finding of Fact

Neither party challenged the Hearing Officer's facts, but both parties proposed additional findings to supplement the record. We adopt the Hearing Officer's facts, as summarized and supplemented by the record evidence below.

Installation of Time Clocks and Surveillance Camera - 2005-2006

The Union represents a bargaining unit of Department of Public Works (DPW) employees. The DPW has several departments, including a Water Department. Prior to July 2006, when Water Department employees arrived at the start of the morning shift, they reported their presence to a supervisor who used a daily attendance sheet to check off whether they were "In." The attendance sheets did not record arrival or departure times. All DPW employees notified their supervisor if they were going to leave early or be absent. If a Water Department employee called out, the supervisor indicated on the Daily Attendance sheet whether the employee was using "sick, vacation or personal" leave.

In February 2005, the City notified the Union that it intended to install a time clock at the DPW garage. The parties met three times in 2005 to discuss the issue. At the first meeting in February 2005, Maria Gomes (Gomes), the City's Human Resources Director, told the Union, "We're not asking your permission; we're installing the clocks." Gomes' notes from the first meeting are labeled "Impact Bargain - Time Clock."[1] At this meeting, Union steward Mike Reynolds discussed emergencies, such as water main breaks, when employees reported directly to the emergency site. The City agreed that, when responding to emergencies, employees would not be required to punch in on the time clock, but would report directly to the emergency site and the senior employees would be required to submit a written overtime timesheet instead.[2]

At the second meeting, on March 23, the City provided the Union with a draft document titled "Department of Public Work Parks,

1. We have added this fact at the Union's request. Gomes' February 28, 2011 bargaining notes were entered into the record as City Exhibit 3.

2. We have added this fact, which is supported by the record, at the City's request.

Cemeteries and Public Grounds, Time Clock Standards" (Standards). The parties discussed, but did not reach agreement as to the draft Standards.

At the third and final meeting in May 2005, the City presented the Union with what it deemed the "final" version of the Standards.[3] The May 2005 Standards state:

> The City of Taunton will install a time clock at locations within the Department of Public Works and will continue with these standards at the Parks, Cemeteries & Public Grounds Department. The following conditions apply:
>
> 1. Anyone found tampering with the time clock or punching in for another employee will be immediately disciplined up to and including termination.
>
> 2. All 1144 employees who currently punch a clock or who will be directed to start punching a clock by the Commissioner will report as directed to the designated area where the appropriate time clock is located.
>
> 3. Employees will be allowed a ten (10) minute window for punching in and out at the beginning and end of their regular work day.
>
> 4. Employees who will now begin to punch a time clock *will not* be required to punch in and out for lunch. (Emphasis in original). (The procedure currently in place at the Parks, Cemeteries and Public Grounds Department will remain unchanged).
>
> 5. Callbacks that require an employee to report directly to the job will be excluded from punching in during those instances. The senior employee (Acting/Working Foreman) in charge of that job will be required to submit a written overtime timesheet to the Commissioner or his Assistant detailing the date of the call, the arrival and departure time.
>
> 6. All callbacks that require an individual to report to the garage will be required to punch in and out for callbacks.
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> 7. Calls after normal working hours will be computed in accordance with present four-hour minimum standards
>
> 8. Each division will have a designated section near the time clock to find and return their card.
>
> 9. Employees will be given instructions on how to properly utilize the time clock.[4]

The Hearing Officer found, and the City does not dispute, that at the conclusion of the May 2005 meeting, although the Union did not object to the Standards, the parties did not reach an agreement on this issue. The parties had no further discussions about time clocks in 2005.

In January 2006, the City began to install the time clock system. The Union then sent a petition to the Mayor and City Council members on January 26 complaining that "our main concern is not the punching of the time clocks, but why not make it citywide, not only the Local 1144 DPW Laborers." On March 7, 2006, the City made a motion to refer the Union's petition to Gomes, but no further bargaining over this issue took place.

In March 2006, the City installed a surveillance camera in the DPW garage hallway. Previously, the only surveillance camera in the DPW garage was by the gas tanks. The City did not give notice to or bargain with the Union before installing the camera.

On July 20, 2006, the DPW sent a memo to all Union employees regarding the time clock stating, in part:

> Effective July 31, 2006 all designated employees will be required to punch in and out using the time clock provided in the main entrance of the DPW office building. You will still be required to fill out the daily sheets and work orders.

This memo attached the final Time Clock Standards. On July 28, 2006, Gomes sent a memo to all DPW Department Heads reminding them that, as of July 31, 2006, "time clock procedures are to be implemented and adhered to and that failure to comply with the policy is a disciplinary infraction."[5]

On August 21, 2006, the Union grieved the City's time clock and camera installation. The City denied the grievance. There is no evidence that the Union appealed the grievance to arbitration.

The KRONOS System

The City updated the time clock system in October 2007 to a new "KRONOS" system. Now, instead of punching a cardboard time card, employees swiped a plastic card upon arriving and leaving work. The KRONOS cards also served as employee identification badges. Information obtained from swiping the KRONOS card was sent directly to a computer. The City's payroll clerks, in turn, entered the information directly into the payroll system.

The City requested to meet with the Union in November 2007 regarding the impact of its decision to install the KRONOS system. The parties met and agreed to use the system as part of a "test-period." The Union reminded the City in December 2007 and again in January 2008 that the parties had agreed to use the system only during a test-period until unit negotiations concluded. However, the City never met again with the Union and the KRONOS system remained in place.

CORI Checks

Sometime prior to December 2006, Gomes submitted an application to the Commonwealth of Massachusetts Executive Office of Public Safety, Criminal History Systems Board (CHSB) to do CORI checks on its employees The CHSB approved the request on December 14, 2006 in a letter stating, in part:

> I am please to inform you that the [CHSB] has authorized me to approve your application for access to criminal offender record information (CORI). This authorization is conferred by the CHSB pursu-

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3. These Standards were identical to the draft version, except for the addition of Paragraph 4's final sentence.

4. The City requested that the Board supplement the record to include certain Time Clock Standards paragraphs. We have reprinted the entire final Standards for the sake of completeness. The draft and final Standards were entered into the hearing record as City Exhibits 5, 7 and 8, respectively.

5. The Board has supplemented the record to include the July 20 and July 28 memos, which were entered into the record respectively as Charging Party Exhibit 1 and Joint Exhibit 2.

ant to the following general grant(s) of access previously adopted by the Board under the authority of MGL c. 6, §172:

- Massachusetts and out of state municipalities may access and receive conviction and pending case CORI for the purpose of screening current [or] otherwise qualified prospective staff who may enter private residences while on municipal business and/or have the opportunity for direct contact with children, disabled persons, or the elderly.
- Hiring authorities of public library personnel may access and receive conviction and pending case CORI for the purpose of screening current or otherwise-qualified prospective staff of the library who may have direct and unmonitored contact to children.[6]

On July 24, 2007, the City notified DPW Water Department unit members that they needed to sign releases that would allow the City to conduct CORI checks as a condition of continued employment. There is no dispute that the City did not negotiate with the Union before imposing this requirement.

Opinion

Time Clocks and Surveillance Cameras

On appeal, the City contends that the Hearing Officer ignored or misapplied existing Board precedent when she concluded that the City had an obligation to bargain over the installation of the time clock and surveillance camera in 2006 and 2007. The City alternatively argues that it satisfied whatever statutory bargaining obligation it may have had. The Board disagrees.

The City first argues that Water Division employees were always required to report to work on time and to notify their supervisor of their presence or absence. It therefore contends that the time clocks were simply a more efficient means of enforcing those rules.

It is well established that an employer does not have to bargain before installing new equipment that serves as "merely a more efficient and dependable means of enforcing existing work rules that did not impact an underlying term of condition of employment." *Duxbury School Committee*, 25 MLC 22, 24 (1998) (citing *Board of Trustees, UMass*, 7 MLC 1577 (1980)) and further citing *Rust Craft Broadcasting of New York, Inc.*, 225 NLRB 327 (1976) (unilateral installation of time clocks held permissible where merely a more efficient and dependable means of enforcing pre-existing workplace rules). Prior to 2006, however, the City did not require the Water Department employees to record their arrival and departure times, manually or otherwise. Rather, that responsibility was carried out by their supervisor, who simply noted their absence or presence. Thus, by requiring employees to record their actual arrival and departure times in 2006 by punching a time clock, the City implemented a work rule where none had existed before.

This new rule required employees to take responsibility for ensuring that their time was properly recorded by punching a time clock, while being observed by a surveillance camera. This fact distinguishes this matter from *Rust-Craft*, where, before employees were required to use mechanical time clocks, they were required to enter their daily arrival and departure times manually on printed cards. 225 NLRB at 325. This fact also renders *Duxbury* inapposite, since the surveillance camera in that case was installed to enforce a pre-existing timekeeping system and to prevent already discovered fraud. Here, the surveillance clocks were installed at a time when no formal timekeeping method existed and thus, could not possibly have been installed to enforce a pre-existing work rule.

The City further claims that it had no bargaining obligation because the time clock system's implementation was not accompanied by a "new, changed and more stringent practice," as required by *City of Leominster*, 3 MLC 1579, 1581-1582 (H.O. 1977). We disagree. Preliminarily, we note that unappealed hearing officer decisions, while binding on the parties, do not constitute precedent for subsequent decisions and do not necessarily reflect the Board's view of the Law. *Town of Ludlow*, 17 MLC 1191, 1196 n.11 (1990). Nevertheless, *Leominster* supports our holding here. In that case, a Hearing Officer found that the City had installed a time clock to better enforce existing rules and that this new procedure for reporting attendance was not such a significant change as to trigger a bargaining obligation. However, because the time clock's installation was accompanied by a new stringent practice that shortened lunch breaks on pay days, the Hearing Officer concluded that the failure to negotiate over that change in the terms and conditions of employment violated the Law. *Id.*

The City argues that the changes here had no analogous impact on employees, and, in fact, under the final Standards, employees were granted a more generous grace period to sign in and out of work than previously granted. While that may be true, it ignores the fact that the installation of the time clock was accompanied by Standards that, in the very first paragraph, impose immediate discipline up to and including termination for anyone found tampering with the time clock or punching in for other employees. Policies that impose new criteria for discipline are mandatory subjects of bargaining. *See City of Lowell*, 28 MLC 126, 128 (2001) (because newly-implemented domestic violence policy permitted employer to impose discipline up to and including dismissal, that policy constituted a mandatory subject of bargaining). Moreover, while the City claims that it installed the surveillance cameras to ensure the safety of both the camera itself and employees working in the garage, on appeal, it acknowledges that it could use the camera to enforce its work rules, which it defines as the "proper clocking in and out of work." When the new disciplinary criteria are viewed in light of the surveillance camera's enforcement capabilities, it is clear that the installation of both devices and the new work rules accompanying them constituted a significant change in terms and conditions of employment. Bargaining was, accordingly, required under the Law.[7]

This holding is in accord with analogous NLRB precedent. In *Nathan Littauer Hospital Association*, 229 NLRB 1122 (1977), the

6. The Board has supplemented the record to include the substance of the CHSB's letter authorizing CORI checks. The letter was entered as City Exhibit 11.

7. In so holding, we disagree with the City that it was "egregious" error for the Hearing Officer to fail to cite or distinguish a 1984 dismissal letter involving the same parties and a similar issue. Dismissal letters have no precedential value. Just

NLRB concluded that the employer's unilateral promulgation and implementation of a new requirement that nurses punch a time clock, coupled with the establishment of new rules and disciplinary provisions designed to enforce said requirement amounted to a "refusal to bargain about material, substantial and significant changes in rules and practices which vitally affected employment conditions and employee tenure." *Id.* at 1122 (citing *Murphy Diesel Company*, 184 NLRB 757 (1970)). In that case, as here, until the institution of time clocks, the affected employees were not required to record their time. By contrast, in *Bureau of National Affairs*, 235 NLRB 8 (1978), before the employer installed time clocks, employees were required to self-report their hours on time cards furnished to them. Under those circumstances, and in the absence of evidence of new penalties being imposed for minor breaches of the rule, the NLRB affirmed the Administrative Law Judge's finding that the changes the employer made in pre-established job conditions of affected employees were not more significant or substantial than those involved in the *Rust Craft* case, described above. *Id.* at 10. In so holding, the ALJ distinguished *Nathan Littauer Hospital* because the nurses there had never been subjected to any daily time recording rules or disciplinary provisions and rules designed to enforce those rules. *Id.* at 10, n. 10. The obvious parallels between this case and *Nathan Littauer* lend further support to our affirmance of the Hearing Officer's conclusion that, under the totality of the circumstances, i.e., the new time clock requirements, coupled with a surveillance system and new disciplinary rules, bargaining was mandated here.

KRONOS

With respect to the KRONOS upgrade in 2007, had the City satisfied its bargaining obligation over the initial time clock installation in 2006, it may have been possible to view the KRONOS upgrade as merely a more efficient way of enforcing the existing requirement to clock in and out of work that did not require bargaining under *Duxbury School Committee, supra* at 24. However, by failing to satisfy its initial bargaining obligation, the City continued to violate the Law when it upgraded to the KRONOS system without bargaining to resolution or impasse over the additional changes wrought by that system.

Impasse

The City alternatively argues that it did satisfy its bargaining obligation by meeting with the Union three times and changing the proposed standards to respond to the Union's concerns. The City also claims that the parties were at impasse when the City implemented its proposal to install the time clock in 2006. We disagree.

First, the record is clear that the City never intended to bargain over its decision to implement the time clock, but only over its impact. This is evident from Gomes' statement at the first meeting that it was not asking the Union's permission - that it was going to install the clocks; Gomes' bargaining notes labeled "Impact Bargain - Time Clocks;" and the fact that the City's discussions centered on the Standards, not the decision to install the time clocks or the surveillance camera. The same holds true of the City's decision to install the KRONOS system, where the City failed to meet with the Union after the agreed-upon test-phase was over. As the Union notes, "an employer's duty to notify the union of a potential change before it is implemented is not satisfied by presenting the change as a *fait accompli* and then offering to bargain." *City of Boston*, 30 MLC 38, 40 (2003).

As to the City's impasse argument, made for the first time on appeal, it is the Board's policy not to consider arguments made for the first time on appeal. Even if we were to consider this claim, it has no merit. First, as noted above, the City failed to bargain at all over the surveillance cameras or to reconvene with the Union to discuss the KRONOS system. As to the initial time clock system, in *Commonwealth of Massachusetts*, 17 MLC 1007, 1013-1014 (1990), the Board refused to find impasse in part based upon the Commonwealth's improper restriction of the scope of bargaining during negotiations. Here, although the parties met three times to discuss the Standards, resulting in a few changes, the City's failure to bargain over its decision to install these new systems militates against a finding that a genuine impasse existed, warranting implementation.

CORI Checks

The Hearing Officer concluded that the City violated the Law when it began requiring Water Department employees to provide releases for CORI checks as a condition of their continued employment. On appeal, the City argues that it had a narrow and specific right under MGL c. 71, §38R and MGL c. 6, §172 to access CORI information about Water Department employees. Therefore, pursuant to *City of Lynn*, 43 Mass. App. Ct. 172, 180 (1997), the City claims it had no obligation to bargain before obtaining this information, as it was a right that was reserved to the City's sole discretion. The City argues that the Hearing Officer's ruling to the contrary was wrong as a matter of both law and public policy.

As a preliminary matter, we agree with the Hearing Officer that MGL c. 71, §38R does not authorize the City's actions here. That statute obliges School Committee superintendents and principals to obtain CORI information for any "current or prospective employee or volunteer of the school department, who may have direct and unmonitored contact with children." *Id.* It further states that School Committees shall have access to, but does not require them to obtain, CORI information for any subcontractor or laborers commissioned by the school committee. *Id.* The Hearing Officer correctly found that the rights conferred in that statute do not apply to the City's actions here. This is evident not only from the plain language of the statute, which authorizes only school personnel to access or obtain CORI information, but the fact that the CHSB's

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as issuance of a complaint reflects only the Department's determination that there is probable cause to believe that the alleged conduct could violate the Law and not that the alleged conduct does violate the Law, *see Quincy City Employees Union, H.L.P.E.*, 15 MLC 1340, 1368, n. 54 (1989) *aff'd sub nom Pattison* v. *Labor Relations Commission*, 309 Mass. App. Ct. 9, (1991), *further rev. den'd*, 409 Mass. 1104 (1991), the Department's dismissal of a charge reflects that the evidence presented at the investigation was insufficient to establish probable cause to believe the Law had been violated. The Hearing Officer committed no error, much less reversible error, by failing to consider this dismissal letter.

authorization here was expressly granted pursuant to MGL c. 6, §172, and not MGL c. 71, §38R as the City appears to imply.

MGL c. 6, §172 states in part:

> Except as otherwise provided in this section and sections one hundred and seventy-three to one hundred and seventy-five, inclusive, criminal offender record information, and where present, evaluative information, shall be disseminated, whether directly or through any intermediary, only to ...(c) any other agencies and individuals where it has been determined that the public interest in disseminating such information to these parties clearly outweighs the interest in security and privacy.

The CHSB's December 2006 authorization granted the City CORI access for the "purpose of screening current or otherwise qualified prospective staff that . . . have the opportunity for direct contact with children." We agree with the City that, as a matter of law and public policy, once the City received this authorization, it did not have to bargain with the Union over its right to access and use this information. We disagree, however, that Chapter 6, Section 172's grant of authority was so narrow and specific that it precluded bargaining over the means and methods of implementing the authorization and the impacts of obtaining this information on existing terms and conditions of employment. Thus, in contrast to the statute at issue in *City of Lynn*, which authorized fire chiefs to file applications for involuntary retirement, 43 Mass. App. Ct. at 174, the authorization here only grants the City the right to access CORI information. It does not authorize the City to require current employees to provide a release to obtain CORI information as a condition of continued employment. Conditions of continued employment are generally a mandatory subject of bargaining. *See, e.g., City of Haverhill*, 17 MLC 1215 (1990) (psychological testing); *Boston Water and Sewer Commission*, 12 MLC 1250, 1253 (1985) and cases cited therein (residency requirement). As such, the facts of this case more closely resemble those in *City of Boston* v. *Commonwealth Employment Relations Board*, 453 Mass. 389 (2009). There, the Supreme Judicial Court held that, even though the Fair Labor Standards Act permitted the Commonwealth to make certain changes to overtime, the Commonwealth was still required to bargain over the various ways to implement the federal statute. *Id.* at 397-399. Likewise in this case, although the City is entitled to receive CORI information about current employees, it is still required to bargain with the Union about the means it will use to obtain releases from employees and how it will use this information.

The fact that MGL c. 6, §172 is not listed in Section 7(d) of the Law does not require a different result. It is well-established that the absence of a statute from Section 7(d) does not automatically remove the entire subject matter addressed in the statute from the scope of negotiations. *School Committee of Newton* v. *Labor Relations Commission*, 388 Mass. 557, 566 (1983). Rather, collective bargaining is superseded only in cases where there is a direct conflict between the two laws and there is no reasonable means of harmonizing them. *Town of Ludlow*, 17 MLC at 1197. As discussed above, we perceive no specific conflict between the City's ability to access CORI information pursuant to MGL c. 6, §172 and the City's obligation to bargain over the means and methods of obtaining releases from employees to obtain the information and its impact on bargaining unit members' continued terms and conditions of employment.

Conclusion

We affirm the Hearing Officer's decision for the reasons set forth above and issue the following order.

ORDER

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

1. Cease and desist from:

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

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

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

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

   b. Post immediately in all conspicuous places where members of the Union's bargaining unit usually congregate and where notices to these employees are usually posted, including electronically, if the City customarily communicates to its employees via intranet or email, and maintain for a period of thirty (30) consecutive days thereafter, signed copies of the attached Notice to Employees; and,

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

SO ORDERED.

APPEAL RIGHTS

Pursuant to MGL c.150E, Section 11, decisions of the Commonwealth Employment Relations Board are appealable to the Appeals Court of the Commonwealth of Massachusetts. To claim such an appeal, the appealing party must file a notice of appeal with the Commonwealth Employment Relations Board within thirty (30) days of receipt of this decision. No Notice of Appeal need be filed with the Appeals Court

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

COMMONWEALTH EMPLOYMENT RELATIONS BOARD

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE COMMONWEALTH
EMPLOYMENT RELATIONS BOARD

AN AGENCY OF THE COMMONWEALTH OF
MASSACHUSETTS

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

Section 2 of MGL Chapter 150E gives public employees the following rights:

> to engage in self-organization; to form, join or assist any union;
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> to bargain collectively through representatives of their own choosing;
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> to act together for the purpose of collective bargaining or other mutual aid
>
> or protection; and
>
> to refrain from all of the above.

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

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

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

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

[signed]
City of Taunton

Date

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

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

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