

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of

TOWN OF PLYMOUTH

and

COLLECTIVE BARGAINING RELIEF
ASSOCIATION

*
*
*
*
*
*
*

Case No.: MUP-14-3989

Date Issued: May 4, 2016

Hearing Officer:

Whitney Eng Coffey, Esq.

Appearances:

Jason R. Powalisz, Esq. - Representing the Collective Bargaining
Relief Association

David C. Jenkins, Esq. - Representing the Town of Plymouth

HEARING OFFICER'S DECISION AND ORDER

SUMMARY

1 The issue is whether the Town of Plymouth (Town or Employer) violated
2 Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General
3 Laws, Chapter 150E (the Law) by unilaterally transferring bargaining unit work to
4 non-unit personnel. For the reasons explained below, I find that the Town
5 violated the Law by transferring crossing guard bargaining unit duties to non-
6 bargaining unit personnel without providing the Collective Bargaining Relief
7 Association (COBRA or Union) with prior notice and an opportunity to bargain to

1 resolution or impasse over the impacts of the Town's decision on employees'
2 terms and conditions of employment.

3 STATEMENT OF THE CASE

4 On September 12, 2014, the Union filed a Charge of Prohibited Practice
5 (Charge) with the Department of Labor Relations (DLR), alleging that the Town
6 had engaged in prohibited practices within the meaning of Section 10(a)(5) and,
7 derivatively, Section 10(a)(1) of the Law. A duly-designated DLR investigator
8 investigated the Charge and issued a Complaint of Prohibited Practice on
9 January 12, 2015, alleging that the Town failed to bargain in good faith by
10 transferring bargaining unit work to non-unit personnel without giving the Union
11 prior notice and an opportunity to bargain to resolution or impasse over the
12 decision to transfer the work and the impact of the transfer on employees' terms
13 and conditions of employment. The Town filed its Answer to the Complaint on
14 January 14, 2015.

15 I conducted a hearing on September 28, 2015, at which both parties had
16 an opportunity to be heard, to examine witnesses and to introduce evidence. On
17 November 12, 2015, the Union and the Town filed post-hearing briefs. Based on
18 the record, which includes witness testimony, stipulations of fact, and
19 documentary exhibits, and in consideration of the parties' arguments, I make the
20 following findings of fact and render the following opinion.

21 STIPULATIONS OF FACT

- 22 1. The Town of Plymouth (Town) is a public employer within the meaning of
23 Section 1 of Massachusetts General Laws, Chapter 150E (the Law).

- 1
2
3
4
5
6
7
8

9

10
11
12
13
14
15
16

17
18
19

20
21
22
23
24
25

¹ The DLR's jurisdiction in this matter is uncontested.

1 shall have the sole rights, responsibility and prerogative of
2 management of the affairs of the Town and direction of the working
3 forces, including but not limited to the following:

4 Section 1: To assign non-bargaining unit personnel to fill vacancies
5 at crossing guard posts.

6 The Union and the Town are also parties to a Memorandum of Agreement (MOA)
7 dated September 23, 2014. The MOA provides in part:

8 The four (4) expired contracts between the AFSCME and the Town
9 shall continue in force and effect and its term, except to the extent
10 specifically amended as below and as otherwise amended to
11 substitute COBRA or the Association for AFSCME, AFSCME Local
12 2824 and Union, shall be incorporated with the initial four
13 agreements between the Town and COBRA. The collective
14 bargaining agreements represent the entire agreements between
15 the parties, and any prior memoranda or side letters with the
16 exception of a side letter pertaining to meal periods for police
17 dispatchers and any other DLR settlement agreements with
18 COBRA are specifically revoked and of no further effect.

19
20 At the time of the Union's inception as the exclusive bargaining
21 representative, the Town employed six bargaining unit members as crossing
22 guards. In or around fall 2014, one bargaining unit member crossing guard
23 retired, bringing the total number of bargaining unit member crossing guards to
24 five. The Town also employed three guards from a private vendor, Madsen
25 Security, to perform crossing guard work. Each crossing guard works 10 hours
26 weekly: one hour in the morning and one hour in the afternoon, five days a week.
27 A crossing guard's primary duty is to control street traffic at specified crossings to
28 ensure the safety of school children as they cross the street. Crossing guards
29 ensure that children use proper crossing locations and that no children are in the
30 street while traffic is moving.

1 Dale Webber (Webber) has been employed by the Town for approximately
2 35 years. He is currently a Special Motor Heavy Equipment Operator in the solid
3 waste division. He is also a member of the bargaining unit and has been the
4 Union President since 2012. In or around late August 2014, Webber received a
5 telephone call from two crossing guard bargaining unit members. They informed
6 him that a Madsen Security employee was performing crossing guard work
7 during the lunch hour at Hedge Elementary School.

8 Butch Machado (Machado) has been employed by the Town since 1986.
9 He is currently a Special Heavy Equipment Motor Operator and has held that
10 position for the past six months. Machado is a member of the bargaining unit and
11 has been the Union Vice President since the Union's inception in 2012. He was
12 also the Vice President for three years for the previous bargaining representative
13 of the bargaining unit, AFSCME. As part of the Union leadership, Machado
14 attends monthly executive board meetings and daily meetings with the Union
15 President.

16 In or around fall 2014, during an executive board meeting, Machado
17 learned that the Union had filed the present charge of prohibited practice with the
18 DLR alleging that a Madsen Security guard was performing crossing guard work
19 during the lunch hour at Hedge Elementary School. After the meeting, Machado
20 informed Webber that he knew the Madsen Security guard and had seen the
21 Madsen Security guard cross children at an intersection during the lunch hour at
22 Hedge Elementary School. Machado later called the Madsen Security guard and

1 asked him how long he had been at the Hedge School. The Madsen Security
2 guard replied that he had been there "quite awhile."

3 OPINION

4 A public employer violates Section 10(a)(5) of the Law when it transfers
5 work performed by bargaining unit members to non-bargaining unit personnel
6 without first giving the exclusive representative of its bargaining unit members
7 prior notice and an opportunity to bargain to resolution or impasse. City of
8 Cambridge, 23 MLC 28, 36, MUP-9171 (June 28, 1996), aff'd sub nom.,
9 Cambridge Police Superior Officers Association v. Labor Relations Commission,
10 47 Mass. App. Ct. 1108 (1999). To establish that a public employer has violated
11 the Law, an employee organization must demonstrate that: 1) the employer
12 transferred bargaining unit work to non-unit personnel; 2) the transfer of unit work
13 had an adverse impact on individual employees or the bargaining unit itself; and
14 3) the employer failed to give the employee organization prior notice and an
15 opportunity to bargain to resolution or impasse over the decision to transfer the
16 work. Lowell School Committee, 28 MLC 29, 31, MUP-2074 (June 22, 2001); City
17 of Gardner, 10 MLC 1218, 1219, MUP-4917 (September 14, 1983).

18 **Bargaining Unit Work**

19 To determine whether the Town transferred bargaining unit work, I must
20 first determine whether crossing guard duties are the Union's exclusive
21 bargaining unit work or whether unit members shared the work with non-
22 bargaining unit employees. The Town first argues that there has not been a

1 transfer of bargaining unit work because bargaining unit members have never
2 performed crossing guard duties during lunch hours. The Town asserts that
3 bargaining unit members have only performed crossing guard duties in the
4 morning and in the afternoon. The Town further alleges that crossing guard work
5 in the mornings and afternoons remains unaffected and, therefore, there has not
6 been a transfer of bargaining unit work. In analyzing what constitutes bargaining
7 unit work, the Commonwealth Employment Relations Board (Board) focuses on
8 the nature of the functions performed, not the time of the performance. Town of
9 Norwell, 13 MLC 1200, 1207-08, MUP-5655 (Oct. 15, 1986); City of Boston, 29
10 MLC 123, 125, MUP-2419 (January 15, 2003). In reviewing the nature of the
11 functions performed by crossing guards, I find that the work being performed
12 during the lunch hour at Hedge Elementary School is essentially the same as the
13 work being performed by bargaining unit members in the mornings and
14 afternoons, i.e. ensuring school-children safely cross the street. Accordingly, I am
15 not persuaded by the Town's argument that there has not been a transfer of
16 bargaining unit work because bargaining unit members have never performed
17 crossing guard duties during lunch hours.

18 Next, the Town argues that crossing guard work has always been shared
19 work between bargaining unit members and non-unit personnel. When
20 bargaining unit members and non-unit employees share work, the Board has
21 previously determined that the work will not be recognized as belonging
22 exclusively to the bargaining unit. Higher Education Coordinating Council, 23

1 MLC 90, 92, SUP-4090 (September 17, 1996); City of Boston, 6 MLC 1117,
2 1125, MUP-2863 (June 4, 1979). Here, there is no dispute that bargaining unit
3 members as well as Madison Security guards perform crossing guard duties and,
4 therefore, those duties constitute shared work.

5 In shared work cases, the Board focuses on the pre-existing pattern of
6 shared work and the impact that any changes in that pattern may have on the
7 allegedly aggrieved party. See City of Boston, 26 MLC 144, 147, MUP-1085
8 (March 10, 2000), aff'd sub nom.; City of Boston v. Labor Relations Commission,
9 58 Mass. App. Ct. 1102 (2003); Town of Natick, 11 MLC 1434, 1438, MUP-5319
10 (February 19, 1985). An employer may not unilaterally alter a pre-existing pattern
11 of shared work. See City of Boston, 28 MLC at 195; City of Quincy, Quincy City
12 Hospital, 15 MLC 1239, 1241, MUP-6490 (November 9, 1988); City of Boston, 6
13 MLC at 1125-1126. An employer is not obligated to bargain over every incidental
14 variation in job assignments between unit and non-unit employees. Town of
15 Saugus, 28 MLC 13, 17, MUP-2343, CAS-3388 (June 15, 2001); City of
16 Somerville, 23 MLC 256, 259, MUP-8160 (May 2, 1997). Rather, the employer is
17 only required to bargain if there a calculated displacement of unit work. Town of
18 Bridgewater, 23 MLC 103, 104, MUP-8650 (December 30, 1998). To determine
19 whether a calculated displacement of unit work has occurred, the Board
20 examines how the work has been shared in the past. If unit employees
21 traditionally have performed an ascertainable percentage of the work, a
22 significant reduction in the portion of work performed by unit employees with a

1 corresponding increase in the work performed by non-unit employees may
2 demonstrate a calculated displacement of unit work. Commonwealth of
3 Massachusetts, 27 MLC 52, 56, SUP-4091 (November 21, 2000); City of New
4 Bedford, 15 MLC 1732, 1737, MUP-6488 (May 31, 1989).

5 Here, the Town argues that the Union has not established a clear pattern
6 of assignment or a calculated displacement of bargaining unit work. Upon review,
7 the record reveals that crossing guard duties have traditionally been shared by
8 bargaining unit members and non-unit employees. Since at least 2012, the Town
9 has employed a total of nine crossing guards: six bargaining unit members
10 performing approximately 67% of the crossing guard work and three non-unit
11 Madsen Security guards performing approximately 33% of the crossing guard
12 work. In or around August 2014, the number of non-unit members performing
13 crossing guard work increased to four when the Town assigned a Madsen
14 Security guard to perform crossing guard duties at Hedge Elementary School.
15 The new non-unit Madsen Security guard works for one hour each day, five days
16 a week, thereby increasing the percentage of crossing guard work performed by
17 non-unit personnel to 37% and decreasing the percentage of work performed by
18 bargaining unit members to 63%.² Focusing on the percentages, it is clear that

² It is undisputed that concurrent to the Town assigning a Madsen Security guard to perform crossing guard duties at Hedge Elementary School, a bargaining unit member crossing guard retired, bringing the total number of bargaining unit members performing crossing guard duties to five. Neither the Town nor the Union argued or presented any evidence that the new Madsen Security guard replaced the retired bargaining unit member's position. Since the retirement occurred roughly around the same time as the Town hired an additional non-unit

1 there has been a calculated displacement of bargaining unit work. Additionally,
2 by increasing the number of non-unit employees performing crossing guard
3 duties and assigning a Madsen Security guard to Hedge Elementary School
4 during the lunch hour, the Town changed the pre-existing pattern of shared work.

5 **Adverse Impact**

6 To establish the second element of its prima facie case, the Union must
7 show that the transfer of unit work to non-unit personnel had an adverse impact
8 on individual employees or the bargaining unit as a whole. City of New Bedford,
9 15 MLC at 1737. Here, the Town argues that the Union failed to establish that its
10 members performed an "ascertainable percentage of the work" because the
11 Union did not provide any evidence that its members have ever performed
12 crossing guard duties during lunch hours, and the crossing guard work performed
13 in the mornings and afternoons, which is shared work, remains unaffected by the
14 Town's decision. However, as discussed above, I do not find the Town's
15 argument that bargaining unit members have never performed lunch hour
16 crossing guard work and, therefore, there has been no transfer of bargaining unit
17 work persuasive because the work being performed during the lunch hour at
18 Hedge Elementary School is essentially the same as the work being performed
19 by bargaining unit members in the mornings and afternoons. Additionally, as

employee to perform crossing guard duties and the Town could still potentially fill the now vacant bargaining unit crossing guard position, I do not consider the retirement in my analysis. However, even taking into account the retired bargaining unit member, the overall percentage of work performed by non-unit personnel after the Town assigned a Madsen Security guard to perform crossing guard duties at Hedge Elementary School still increased.

1 discussed above, when a fourth non-unit employee began performing crossing
2 guard duties at Hedge Elementary School, there was an increase in the work
3 performed by non-unit employees.

4 The Town further argues that the Union failed to establish that the
5 assignment of a Madsen Security guard to lunch duty at the Hedge Elementary
6 School resulted in a reduction in work of its bargaining unit members. The Board
7 has consistently held that a transfer of bargaining unit work, even if accompanied
8 by no apparent reduction in bargaining unit positions, constitutes a detriment to
9 the bargaining unit because it could result in an eventual elimination of the
10 bargaining unit through gradual erosion of bargaining unit duties. City of Holyoke,
11 26 MLC 97, 99, MUP-1801 (January 14, 2000) (citing Commonwealth of
12 Massachusetts, 24 MLC 116, 119, SUP-4050 (June 10, 1998)). Similarly, the
13 Board has held that losing the opportunity to perform unit work in the future is a
14 sufficient detriment to the unit to trigger a bargaining obligation. Town of Saugus,
15 29 MLC 208, 210, MUP-2621 (May 14, 2003).

16 Here, the Town's assignment of lunch hour crossing guard duties at
17 Hedge Elementary School to a Madsen Security guard denied individual unit
18 members the opportunity to perform lunch hour crossing guard duties, and
19 reduced the opportunities for bargaining unit members to perform this work in the
20 future. See City of Boston, 28 MLC 369, 377, MUP-2267 (May 31, 2002). In
21 Town of Norwell, supra, the town decided to expand its level of fire protection
22 services by staffing fire stations at night, and assigned the newly-created work to

1 call fire fighters, rather than permanent fire fighters. Rejecting the town's
2 argument that the assignment did not adversely affect individual employees or
3 the bargaining unit as a whole, the Board held that once the town decided to
4 expand its operations, the unit members had the right to bargain over their
5 performance of the new work and that it was adversely effected by the loss of
6 potential new positions or overtime work. Town of Norwell, 13 MLC at 1208. The
7 Norwell rationale is equally applicable in this case, where the Town similarly
8 expanded its crossing guard operations and unilaterally assigned the newly-
9 created work to non-unit employees. Once the Town decided to enhance its
10 crossing guard presence at Hedge Elementary School, it was obligated to
11 bargain with the Union over the unit members' performance of that work, and its
12 failure to do so adversely impacted unit members and the unit as a whole.

13 **Notice and Opportunity to Bargain**

14 To establish the third element of its prima facie case, the Union must show
15 that the Town failed to give it notice and an opportunity to bargain to resolution or
16 impasse over the decision and its impacts. Lowell School Committee, 28 MLC
17 29, 31, MUP-2074 (June 22, 2001).

18 Waiver by contract

19 The Town contends that the Union waived by contract any right to bargain
20 over the Town's ability to use non-unit crossing guards. The Town argues that it
21 had no obligation to bargain over the decision to transfer crossing guard duties at
22 Hedge Elementary School to a Madsen Security guard because Article XI of the

1 parties' Agreement constitutes a waiver of the Union's right to bargain over the
2 decision. Article XI provides in relevant part:

3 Except where such rights, powers, and authority are specifically
4 relinquished, abridged, or limited by the provision of this contract,
5 the Town has and will continue to retain, whether exercised or not,
6 all of the rights, powers and authority heretofore had by it, and
7 except where such rights, powers and authority are specifically
8 relinquished, abridged or limited by the provisions of this contract, it
9 shall have the sole rights, responsibility and prerogative of
10 management of the affairs of the Town and direction of the working
11 forces, including but not limited to the following:

12 Section 1: To assign non-bargaining unit personnel to fill vacancies
13 at crossing guard posts.

14 Where an employer raises the affirmative defense of waiver by contract it
15 bears the burden of demonstrating that the parties consciously considered the
16 situation that has arisen, and that the union knowingly and unmistakably waived
17 its bargaining rights. City of Boston v. Labor Relations Commission, 48 Mass.
18 App. Ct. 169, 174 (1999); City of New Bedford, 38 MLC 239, 248, MUP-09-5581
19 and MUP-09-5599 (April 3, 2012); Massachusetts Board of Regents, 15 MLC
20 1265, 1269, SUP-2959 (Nov. 18, 1988); Town of Marblehead, 12 MLC 1'667,
21 1670, MUP-5370 (Mar. 28, 1986). A waiver by contract will not be lightly inferred.
22 There must be clear and unmistakable showing that such waiver occurred
23 through the bargaining process or the specific language of the agreement. City of
24 New Bedford, 38 MLC at 248 (citing City of Taunton, 11 MLC 1334, 1336, MUP-
25 5198 (Jan. 17, 1985)).

26 Here, a plain reading of the relevant language of the parties' Agreement
27 indicates that the Union agreed that the Town can assign non-bargaining unit

1 personnel to perform crossing guard duties without first bargaining to resolution
2 or impasse over the decision to transfer the duties. Accordingly, I find that the
3 Union waived by contract its right to bargain over the Town's decision to transfer
4 crossing guard duties to non-unit personnel.

5 Obligation to bargain

6 The Town also argues that it does not have an impact bargaining
7 obligation with respect to its decision to transfer crossing guard duties to a
8 Madsen Security guard at Hedge Elementary School because there was no
9 impact on the bargaining unit. However, as discussed above, there was an
10 impact on the bargaining unit. "If a managerial decision has impact upon or
11 affects a mandatory topic of bargaining, negotiation over the impact is required."
12 Boston v. Boston Police Patrolmen's Ass'n, 403 Mass. 680, 685 (1989).

13 Therefore, although the Town's decision to transfer crossing guard duties to non-
14 unit personnel is outside the scope of negotiations, the Law requires the Town to
15 negotiate with the Union over the impacts of that decision on employees' terms
16 and conditions of employments.

17 I next consider whether the Town satisfied its bargaining obligation to give
18 the Union prior notice and an opportunity to bargain before implementing its
19 decision. Here, the evidence demonstrates that the Union only became aware of
20 the transfer in or around August 2014 when two bargaining unit crossing guards
21 informed the Union President that a Madison Security employee was performing
22 crossing guard work during the lunch hour at Hedge Elementary School. The

1 Town did not argue or present any evidence indicating that it fulfilled its
2 bargaining obligation prior to transferring crossing guard duties to a non-unit
3 employee at Hedge Elementary School. Accordingly, I find that the Town failed to
4 satisfy its obligation to notify the Union that it intended to transfer crossing guard
5 duties to non-unit personnel and to bargain over the impacts of its decision prior
6 to transferring crossing guard duties to a Madsen Security guard at Hedge
7 Elementary School.

8 CONCLUSION

9 Based on the record, and for the reasons stated above, I conclude that the
10 Town violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by
11 transferring crossing guard duties from bargaining unit members to non-unit
12 personnel without giving the Union prior notice and an opportunity to bargain to
13 resolution or impasse over the impacts of the decision on employees' terms and
14 conditions of employment.

15 REMEDY

16 The Board fashions remedies for violations of the Law by attempting to
17 place charging parties in the positions they would have been in but for the unfair
18 labor practice. Natick School Committee, 11 MLC 1387, 1400, MUP-5157
19 (February 1, 1985). The traditional remedy where a public employer has
20 unlawfully refused to bargain is an order to restore the status quo ante until the
21 employer has fulfilled its bargaining obligation, and to make all affected
22 employees whole for any economic losses they may have suffered.

1 Commonwealth of Massachusetts, 35 MLC 105, 110, SUP-04-5054 (December
2 10, 2008). If the bargaining obligation only involves the impacts of a decision to
3 alter a mandatory subject of bargaining, the appropriate remedy is a bargaining
4 order restoring the economic equivalent of the status quo ante for a period of
5 time sufficient to permit good faith bargaining to take place. Lowell School
6 Committee, 26 MLC 111, 115, MUP-1775 (January 28, 2000); City of Malden, 20
7 MLC 1400, 1406, MUP-7998 (February 23, 1994).

8 Here, the Town failed to bargain to resolution or impasse over the impacts
9 of the decision to assign a non-unit employee to perform crossing guard duties
10 during the lunch hour at Hedge Elementary School. Thus, to effectively restore
11 the status quo ante in this case, I order the Town to bargain in good faith with the
12 Union over the impacts of its decision to transfer lunch hour crossing guard
13 duties at Hedge Elementary School to a non-unit Madsen Security guard. In
14 addition, the Town must restore the economic equivalent of the status quo ante
15 during bargaining.

16 ORDER

17 WHEREFORE, based on the foregoing, IT IS HEREBY ORDERED that
18 the Town of Plymouth shall:

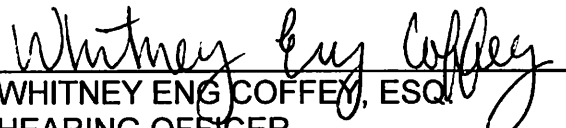
19 1. Cease and desist from:

- 20 a. Failing and refusing to bargain in good faith with the Union
21 by unilaterally transferring bargaining unit work from
22 bargaining unit crossing guards to non-bargaining unit
23 employees without first giving the Union notice and an
24 opportunity to bargain to resolution or impasse over the
25 impacts of the decision on bargaining unit members' terms
26 and conditions of employment;

- 1 b. In any like or similar manner, interfering with, restraining, or
2 coercing any employees in the exercise of their rights
3 guaranteed under the Law.
- 4 2. Take the following affirmative action that will effectuate the
5 purposes of the Law:
- 6 a. Upon request, bargain in good faith with the Union to
7 resolution or impasse over the impacts of the Town's
8 decision to transfer crossing guard duties from bargaining
9 unit members to non-unit personnel on bargaining unit
10 members' terms and conditions of employment;
- 11 b. Restore the economic equivalent of the status quo ante
12 during bargaining;
- 13 c. Post immediately in all conspicuous places where members
14 of the Union's bargaining unit usually congregate and where
15 notices to these employees are usually posted, including
16 electronically, if the Town customarily communicates with
17 Union employees via intranet or email, and display for a
18 period of thirty (30) consecutive days thereafter, signed
19 copies of the attached Notice to Employees; and,
- 20 d. Notify the DLR within thirty (30) days of receipt of this
21 Decision and Order of the steps taken to comply with it.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS


WHITNEY ENG COFFEY, ESQ.
HEARING OFFICER

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. Chapter 150E, Section 11 and 456 CMR 13.15, to request a review of this decision by the Commonwealth Employment Relations Board by filing a Request for review with the Executive Secretary of the Department of Labor Relations within ten days after receiving notice of this decision. If a Request for Review is not filed within ten days, this decision shall become final and binding on the parties.



**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS**

NOTICE TO EMPLOYEES

**POSTED BY ORDER OF THE DEPARTMENT OF LABOR RELATIONS
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS**

A hearing officer of the Massachusetts Department of Labor Relations has determined that the Town of Plymouth (Town) violated Sections 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) when it transferred bargaining unit work to non-bargaining unit personnel without giving the Collective Bargaining Relief Association (Union) prior notice and an opportunity to bargain over the impacts of the decision to transfer the work on bargaining unit members' terms and conditions of employment.

Section 2 of M.G.L. Chapter 150E 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; and to refrain from all of the above.

The Town hereby assures its employees that:

WE WILL NOT unilaterally transfer bargaining unit work from bargaining unit member crossing guards to non-unit personnel without first giving the Union notice and an opportunity to bargain in good faith to resolution or impasse over the impacts of the decision on employees' terms and conditions of employment;

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, upon request, bargain with the Union over the impacts of the decision to transfer crossing guard duties to a non-bargaining unit employee.

WE WILL, restore the economic equivalent of the status quo ante during bargaining.

Town of Plymouth

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, 19 Staniford Street, 1st Floor, Boston MA 02114 (Telephone: (617) 626-7132).