

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of

TEWKSBURY SCHOOL COMMITTEE

and

TEWKSBURY TEACHERS
ASSOCIATION

Case No. MUP-20-8332

Date Issued: June 23, 2023

Hearing Officer: Meghan Ventrella, Esq.

Appearances:

Quesiyah Ali, Esq.

Representing the Tewksbury Teachers
Association

Leslie Crofton Carey, Esq.

Representing the Tewksbury School
Committee

HEARING OFFICER'S DECISION

SUMMARY

1 The issue in this case is whether the Tewksbury School Committee (School
2 Committee or Employer) violated Section 10 (a)(5), and derivatively, Section 10(a)(1) of
3 Massachusetts General Law Chapter 150E (the Law) by assigning an administrator to
4 attend afterschool training sessions for the Mentor Program without providing the Union
5 with prior notice and an opportunity to bargain to resolution or impasse over the decision
6 and the impacts of decision to assign an administrator to the afterschool training sessions
7 for the Mentor Program. I find that the School Committee violated the Law as alleged.

STATEMENT OF CASE

8
9 On November 24, 2020, the Union filed a charge of prohibited practice (Charge)
10 with the Department of Labor Relations (DLR) alleging that the School Committee had

1 violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law. On January 4,
 2 2021, the School Committee filed a response to the Charge. On January 19, 2021, a DLR
 3 Investigator investigated the Charge. On March 1, 2021, the Investigator issued a
 4 Complaint of Prohibited Practice (Complaint) alleging that the School Committee violated
 5 Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law. On March 11, 2021, the
 6 School Committee filed its Answer to the Complaint. On October 20, 2021 and October
 7 21, 2021, I conducted a hearing by video conference during which the parties received a
 8 full opportunity to be heard, to examine and cross-examine witnesses, and to introduce
 9 evidence. On March 22, 2022, the parties filed post-hearing briefs. Based on my review
 10 of the record, including my observation of the demeanor of the witnesses, I make the
 11 following findings of fact and render the following opinion.

12 **STIPULATIONS OF FACT**

- 13
- 14 1. The Town of Tewksbury (Town) is a public employer within the meaning of Section 1
 15 of the Law.
- 16
- 17 2. The School Committee is the Town’s collective bargaining representative for the
 18 purpose of dealing with school employees.
- 19
- 20 3. The Tewksbury Teachers Association (Union) is an employee organization within the
 21 meaning of Section 1 of the Law.
- 22
- 23 4. The Union is the exclusive bargaining representative for a bargaining unit comprised
 24 of teachers and other professionals employed by the School Committee.
- 25
- 26 5. The Union and the School Committee are parties to a collective bargaining agreement
 27 (Agreement) dated September 1, 2018 through August 31, 2021.
- 28

29

30 **FINDINGS OF FACT**

31 2018-2021 Collective Bargaining Agreement (CBA)

1 ARTICLE XXXIV: INDUCTION AND MENTORING PROGRAM

2 Section 1. The purpose of the induction and mentoring program is to ensure that each
3 bargaining unit member new to the system receives guidance, information, support and
4 training in accordance with MGL. Chapter 71, section 38G as s/he undertakes his/her
5 professional role and responsibilities.

6 Section 2. No later than May 31 or when the Appendix B positions are posted of each
7 school year, the administration shall post the positions of mentor(s) in each building. In
8 addition to the posting requirements of the Collective Bargaining Agreement, the posting
9 shall include the anticipated number of mentors needed in each building and in each
10 curriculum area. If subsequent to May 31 it is determined that additional mentors are
11 needed, the positions shall be posted as above.

12 Section 3. A mentor shall have achieved professional status in the Tewksbury Public
13 Schools. New mentors (in year 1) are required to participate in a twelve (12) hour training
14 during the summer before serving as a mentor. Training must be renewed every five (5)
15 years to continue mentoring. Mentors in years 2-5 are required to participate in a six (6) -
16 hour training during the summer prior to mentoring a new mentee. The mentor and the
17 mentee will attend six (6) after-school meetings during the school year. These meetings
18 will be scheduled during non- school time. Absenteeism from these meetings may result
19 in a prorated deduction from the relative stipend(s) or salary schedule credits listed below
20 in Sections A. through E.

21 A. Mentors in year one (1) of initial training: At the option of the mentor, fifteen
22 hundred and seventy-seven dollars (\$1,577.00) per first mentee or three (3) salary
23 schedule credits per mentee or a combination thereof. No one, however, may
24 receive compensation in the form of more than three (3) salary schedule credits in
25 any one (1) school year.

26 B. Mentors in years two (2) through five (5) after initial training: At the option
27 of the mentor, eleven hundred eighty one dollars (\$1,181.00) per first mentee or
28 three (3) salary schedule credits per mentee or a combination thereof. No one,
29 however, may receive compensation in the form of more than three (3) salary
30 schedule credits in any one (1) school year.

31
32 C. Mentors may take the option of three (3) salary schedule credits one (1)
33 time only.

34
35 D. If the mentor chooses to mentor more than one (1) mentee in the same school
36 year, the mentor would receive five-hundred ninety-one dollars (\$591.00) per
37 additional mentee in addition to the full mentor stipend or credit option listed in
38 Section A and Section B above for the first mentee in that same school year.

39 E. Mentee: Mentees will receive three hundred three dollars (\$303) for program
40 participation. These meetings will be scheduled during non-school time.
41 Absenteeism from these meetings may result in a prorated deduction from the
42 relative stipend.

1
2 Section 4: A mentor shall meet monthly with his/her mentee at a mutually agreeable time,
3 and together the mentor and mentee will keep a log of said meetings.
4

5 Section 5: When the number of mentors is six (6) or more, each mentor shall receive up
6 to twelve (12) hours of training during the summer prior to beginning his/her work with a
7 mentee. The mentor and the mentee will attend four (4) meetings during the school year.
8 These meetings will be scheduled during non-school time.
9

10 Section 6: A mentor shall meet monthly with his/her mentee at a mutually agreeable time,
11 and together the mentor and mentee will keep a log of said meetings.
12

13 Section 7. Time shall be provided at least once per quarter for the mentee or the mentor
14 and the mentee to observe other classes or personnel. It is the responsibility of the mentor
15 to arrange observation opportunities. Participation on the part of the personnel to be
16 observed is voluntary. Personnel willing to be observed shall have at least five (5) school
17 days' notice.
18

19 Section 8. All communication between the mentor and the mentee is confidential. Any
20 written materials shall be given to the mentee no later than the end of the school year and
21 shall be used only within the mentoring process.
22

23 Section 9: Every effort shall be made to involve all professional status teachers interested
24 in being a mentor in the "Induction and Mentoring Program."
25

26 603 CMR 7.12: Standards for Induction Programs for Teachers
27

28 (1) Application. All school districts are required to provide an induction program for
29 teachers in their first year of practice. Guidelines based on the following Standards
30 will be provided by the Department.
31

32 (2) Standards. All induction programs shall meet the following requirements:
33

34 (a) An orientation program for beginning teachers and all other incoming
35 teachers.

36 (b) Assignment of all beginning teachers to a trained mentor within the first two
37 weeks of teaching.

38 (c) Assignment of a support team that shall consist of, but not be limited to, the
39 mentor and an administrator qualified to evaluate teachers.

40 (d) Release time for the mentor and beginning teacher to engage in regular
41 classroom observations and other mentoring activities.
42

43 (3) Additional Requirements. All programs shall submit an annual report to the
44 Department that includes information on:
45

46 (a) Program activities.

- 1 (b) Number and complete list of beginning teachers served.
 2 (c) Number and complete list of trained mentors.
 3 (d) Number of classroom observations made by mentors.
 4 (e) Number of hours that mentors and beginning teachers spend with each
 5 other.
 6 (f) Hiring and retention rates for beginning teachers.
 7 (g) Participant satisfaction.
 8 (h) Partnerships developed with other districts, professional associations,
 9 and institutions of higher education to support the beginning teacher
 10 induction program.

11
 12 DESE Requirements

13 The Commonwealth of Massachusetts mandates that every school have a teacher
 14 induction program for new teachers. In 2001, Christine McGrath (McGrath), then
 15 Superintendent, tasked Geraldine Cummings (Cummings), a teacher at the time, with
 16 creating a program to mentor new teachers (“Mentor Program”).¹ Originally, the Mentor
 17 Program consisted of one or two days of training in the summer months as well as
 18 meetings between the mentors and mentees several times throughout the school year.²
 19 In addition to the two full days in the summer, the mentors and mentees met as a group
 20 for afterschool training sessions.

¹ From 1995 to 2010, Cummings was a math teacher. From 2010 to 2012, Cummings was the assistant principal for Wynn Middle School in the School District. In 2011, Cummings retired. In 2011, the School Committee hired Cummings, Kevin McArdle (McArdle), and Loreen Bradley (Bradley) to split the position of assistant superintendent on a part-time basis. In 2012, McArdle and Cummings shared the role of principal for the Dewing School. In 2013, Cummings started a mathlete teacher program for the School District.

² From the inception of the program on or about 2001 until July of 2020, the School Committee did not assign an evaluating administrator to attend the afterschool training sessions. From 2002 to 2020, on occasion, the coordinators of the Mentor Program requested an administrator to present follow-up training on various technology platforms. However, even on the rare occasions that an administrator attended the afterschool training sessions for follow-up training, they did not stay the entire time.

1 In 2015, the Massachusetts Department of Secondary Education (DESE) issued
2 new recommendations and guidelines for Induction and Programs for teachers
3 (“Guideline Packet”). The Guideline Packet states that “the revised guidelines are
4 intended to provide districts and educators with a clear understanding of induction and
5 mentoring program requirements as well as provide considerations for strengthening their
6 support for educators.” The Guideline Packet explains that “districts are encouraged to
7 develop programs that meet the spirit of the standards included in the regulations while
8 taking into account their own district needs and characteristics. The intention of this
9 guidance is not to prescribe a specific course of action or program design, but to provide
10 a resource to districts as they develop and refine their programs.”

11 The Guideline Packet states that Districts are required to assign all beginning
12 teachers a support team that consists of at least one mentor and an administrator qualified
13 to evaluate teachers (603 CMR 7.12 (2)(c)). Other members of the team might include
14 school principals, department chairs, other trained mentors, representatives of teachers'
15 unions, other beginning teachers, specialized instructional support personnel, and
16 outside professional development providers. The support team provides the beginning
17 teacher with diverse ideas and perspectives and forms the basis for a collegial learning
18 community.

19 Also, the Guideline Packet states that having beginning teachers meet regularly
20 as a group can provide them the opportunity to share their experiences with colleagues.
21 Beginning teachers can discuss and learn from the successes and challenges of their
22 peers in this type of forum. These groups may take the form of case study seminars or
23 other peer-to-peer support groups. It is recommended that beginning teachers also

1 participate in training that encompasses skills for a successful first year and instructional
2 support for district curriculum requirements. Both the groups and the training should try
3 to address topics that are of importance to beginning teachers such as: MA Curriculum
4 Frameworks and Model Curriculum Units, Educator Evaluation, Model Rubric for
5 Teachers, classroom management, standards-based instruction, differentiated
6 instruction, formative assessment, technology, and time management.

7 The Guideline Packet states that the roles and responsibilities of the principal may
8 vary by setting. In an elementary school, the principal would typically assume all of the
9 responsibilities listed below. However, in a secondary school, the principal may choose
10 to share the following responsibilities with the assistant principal(s):

- 11
- 12 a Establish a collegial school culture that supports professional collaboration
13 among beginning and experienced teachers.
 - 14
 - 15 b Ensure reasonable working conditions for the beginning teacher, which
16 might include schedule modifications. For example, the beginning teacher
17 may be assigned a moderate teaching load, a course load with relatively
18 few preparations, few extra-curricular duties, and a schedule that is
19 compatible with the mentor's.
 - 20
 - 21 c Facilitate the relationship between the mentor and beginning teacher. The
22 principal should ensure that the mentor and beginning teacher meet
23 regularly and that they are satisfied with each other's participation in the
24 program. Principals are also encouraged to meet regularly with the
25 beginning teacher to gather feedback on the induction and mentoring
26 program and offer additional support.
 - 27
 - 28 d Conduct an orientation program for new teachers and mentors.
 - 29
 - 30 e Conduct the formal evaluation of the new teacher. The principal should
31 ensure that the new teacher is informed early in the year about the district's
32 educator evaluation system and procedures and is evaluated on
33 schedule.
 - 34
 - 35 f Oversee the selection of mentors. The matching of trained mentors and
36 beginning teachers should take place at the building level using selection

1 criteria developed at the district level. When assigning a mentor, matching
2 grade level and/or subject matter should be a priority along with the other
3 needs of a beginning teacher.

4
5 g Communicate regularly with school mentors. While maintaining
6 confidentiality, mentors and principals should have opportunities to discuss
7 the general needs of beginning teachers and set priorities for their
8 professional development. It is important to have an open line of
9 communication between principals and mentors to provide teachers with
10 consistent and streamlined feedback.

11
12 As explained above, the Guideline Packet states that the districts should include a
13 support team in the Mentor Program.³ In regard to the support team, the Guideline Packet
14 states that the District provide a team support for the beginning teacher during the first
15 year that will:

- 16 1) Supplement the support being provided through the mentoring relationship.
17 Note that this support team may be the subject or grade level team with whom
18 the teacher works; and
- 19
20 2) Meet regularly with the beginning teacher during the first year to answer any
21 questions or address concerns that the beginning teacher may have as well as
22 to ensure that the teacher is aware of the professional knowledge and skills
23 required of all teachers.

24
25 The School Committee did not highlight a section of regulations or Guideline Packet that
26 specifically required an administrator to be present at the afterschool training sessions.

27 Mentor Program before 2020

28
29 As required by DESE, the School Committee has a Mentor Program wherein new
30 or recently hired teachers are paired with more seasoned teachers. Throughout the
31 Mentor Program, the more seasoned teacher explains to the mentee school procedures

³ Cummings did not interpret that Guideline Packet’s revisions to include a provision which required administrators to sit in on the afterschool training sessions. Cummings opined that the revisions did not state either way if an administrator could or should sit in on the afterschool training sessions.

1 and teaching methodologies; they share teaching materials and tips; and they advise and
2 support the new teacher. The School Committee's Mentor Program requires the
3 participants to meet as a group twice in the summer for all day training and then
4 approximately six times throughout the school year for afterschool training sessions. On
5 the first day of the Mentor Program, the mentors and mentees meet separately for their
6 respective training. The participants who are acting as mentors are trained on how to help
7 mentees, and the mentees attend a teacher "bootcamp" and are trained on various topics.
8 On the second day of the program, the mentors and mentees work together in an effort
9 to foster relationships and map out a plan for the rest of the year's meetings and training
10 on creating and maintaining mentor/mentee logs.⁴

11 Since approximately 1997, the School Committee has employed Jennifer
12 Mrozowski (Mrozowski), a 6th grade science teacher at the Ryan Elementary School. During
13 her employment, Mrozowski has at times been on the Union's executive board and
14 participated in contract negotiations. In 2015, Mrozowski became a co-coordinator for the
15 Mentor Program. In her new role as coordinator, Mrozowski helped plan the summer
16 mentor program sessions. Usually, the co-coordinators work with management to
17 schedule two days of training in the summer the week before teachers and the
18 administration start school. In planning the two summer training days, Mrozowski worked
19 with Jason Stamp (Stamp), the Science, Technology, Engineering, and Math Coordinator

⁴ As part of the program, participants are required to track the time spent meeting together outside of the two summer sessions and the after school formal meetings. For example, a mentor and mentee may meet to discuss how best to acquire supplies for their classroom. Both mentors and mentees receive professional development points (PDPs) for every hour that they participate and log in the program. The School District hosts other training programs that may provide teachers with PDPs. In other training programs, administrators are often involved and participate in facilitating or leading said training.

1 (STEM Coordinator) to facilitate all the necessary technology for the program. Stamp
2 aided Mrozwski in creating shared Google drives for training materials. Additionally,
3 during day one of the Mentor Program, Stamp helped train new teachers on various
4 Google programs and ASPEN, an online grading system. However, Stamp did not
5 participate in other aspects of the program with the exception of attending the group lunch
6 on day two of the Mentor Program with the other school administrators, Union officials
7 and the program participants.⁵

8 As explained above, in addition to the two summer training days, the Mentor
9 Program consisted of six afterschool training sessions. Prior to 2020, only the mentors,
10 mentees, and the co-coordinators Mrozwski and Cathy Bilodeau (Ms. Bilodeau), a fellow
11 teacher in the School District, attended the afterschool training sessions. As previously
12 noted, prior to 2020, the building administrators typically did not attend the afterschool
13 training sessions.⁶ Each afterschool training session started with a group check in, asking
14 if anyone in the group had a concern to raise, or issues dealing with students. During the
15 afterschool training sessions, the mentees may ask the group advice about how best to
16 deal with a difficult child or parent. The mentors and mentees would discuss management
17 in the classroom, setting routines in the classroom, how to manage working with students
18 that had behavior challenges, working with families that had a variety of challenges, and
19 the best way to approach those kinds of things. If the coordinators needed any support

⁵ On rare occasions, at the request of Mrozwski, Stamp attended afterschool meetings to answer questions and provide clarity for several of the technology platforms.

⁶ Mrozwski testified that school administrators had never attended after school meetings for the mentor program when she was a mentor nor when she became a co-facilitator in 2015.

1 or had questions, they reached out to Brenda Regan (Regan), the Assistant
2 Superintendent. Otherwise, Mrozwski would check in with Regan at the halfway point of
3 the school year and then again in June to discuss the scheduling of the next year's
4 summer training days.⁷

5 During the afterschool training sessions, the mentors and mentees as a group
6 discussed such topics as peer observations and peer coaching, parent communications
7 and conferences, goals and educator plans, and agenda topics such as "things I wish I
8 knew my first year of teaching". Additionally, the mentors and mentees shared best
9 practices, tips of surviving and rejuvenation, discussed student engagement, and meeting
10 the needs of all learners. Finally, on the last afterschool training sessions of each school
11 year, the mentors and mentees reflected on the schoolyear and partook in a survey.

12 Audit

13
14 On or about 2018, Regan asked Kevin McArdle (McArdle) and Cummings,⁸ at the
15 time retired administrators, to audit the Mentor Program. Regan asked Cummings and
16 McArdle to sit in on the program sessions and then write a report that evaluated the
17 program and made recommendations for improvement. Regan provided McArdle and
18 Cummings with DESE's requirements for the Mentor Program. Specifically, Regan was

⁷ Prior to 2020, Mrozwski met with Regan to discuss the afterschool program meetings. During one unidentified school year, Regan had invited other administrators to sit in on the planning meetings. For each meeting, Regan would invite a different principal to help review the planning for the program. For example, Regan invited the Wynn Middle School principal to sit in on the meeting and review the checklists for the afterschool sessions. The administrators would review the checklists that the coordinators planned on reviewing with the participants and provide feedback and suggestions on topics that should be included in the program. However, the principals and other administrators did not actually attend the afterschool training sessions until 2020.

⁸ Cummings and McArdle were former administrators in the School District.

1 concerned with “differentiation” and if the program was meeting the needs of the school
2 psychologist and guidance counselors. Regan asked Cummings and McArdle to assess
3 if the program had allotted enough time for the participants to share experiences with one
4 another and had the appropriate materials. Additionally, Regan was concerned with the
5 neutrality of the program because many of the mentors were “strong union members”. At
6 the time of the audit, Cummings and McArdle were retired and did not have any ability to
7 discipline the participants, assign job duties, hire employees, or conduct performance
8 evaluations on the participants. In fact, Regan assured Mrozowski that McArdle and
9 Cummings were not there to evaluate any of the teachers.

10 By email dated October 23, 2018, Regan informed Mrozowski that “we will begin
11 the auditing process of our TPS [M]entoring Program this school year. I have shared the
12 upcoming dates of our planned meetings with both Kevin McArdle and Gert Cummings,
13 and luckily, they have agreed to take this task on for the district. You should expect to see
14 one or both of them in the upcoming meetings. I have our next mentor meeting on October
15 30, beginning at 2:40[p.m.] (grades 5-12) and 3:34 [p.m.] (grades PK-4). I have also given
16 them access to our documents in the TPS Mentor folder and in the Mentor Google Class.
17 Please share with them any items they may ask for. And...please do not feel you need to
18 do anything special at this time...they are simply coming to observe.”⁹

19 As part of the audit, McArdle and Cummings referenced the Guideline Packet and
20 made a list of approximately twenty items that they would evaluate in the School
21 Committee’s Mentor Program. Both McArdle and Cummings took notes on the meetings

⁹ The email subject line read: “Next mentor meeting and our internal program audit.”

1 they observed and then issued a report listing all areas of the program which excelled
2 and recommendations for improvement in other areas. On or about June 13, 2019,
3 Cummings and McArdle issued an audit report for Regan's review. In the audit report,
4 McArdle and Cummings (the auditors) stated that the Mentoring Program included all the
5 key components suggested by DESE. Under "Program Planning", the auditors
6 recommended the following:

7 Consider establishing a district steering committee charged with
8 continuously refining and evaluating the program. Such a steering
9 committee could include teachers, principals and central office
10 personnel. Steering committees are found across the state in other
11 district induction programs although certainly not all. To incorporate and
12 inform mentors and mentees about future district program
13 improvements, for example: civil rights mandates and processes.
14 Analyze and utilize the end of the year program data to inform future
15 programming. Increase awareness throughout the district by
16 communicating the results of the TPS Mentoring Program by posting
17 elements of the end of the year report on the district website.

18
19 Under "Program Evaluation and Refinement," the auditors recommended that the Survey
20 and Program Evaluation form needed to be "aligned with the DESE report requirements.
21 Mentor Leaders appear to make the final decisions on any refinements made to the district
22 program rather than a steering committee or in a formal meeting with the Assistant
23 Superintendent. Further discussion would be advised."

24 Additionally, the auditors recommended that the School Committee consider
25 posting key parts of the end of year program report on the District website. After issuing
26 the report, McArdle and Cummings met with Regan to discuss the audit results. Neither
27 McArdle nor Cummings had recommended that an administrator be present at the
28 afterschool training sessions. However, McArdle and Cummings did recommend that
29 there be more communication with administration about materials or topics that should

1 be covered in the program. Additionally, Cummings and McArdle recommended that the
2 program allot more time to teachers sharing their experiences and discussing issues.

3 Mentor Program after 2020

4
5 By email dated July 21, 2020, Regan informed all mentor leaders of the following
6 message:

7 By now you are probably thinking about how you can plan for
8 August...and the whole year with everything still up in the air. Me
9 too...Therefore, please be aware that I will be bringing Principal Terry
10 Gerrish on as my Administrator Leader to the Mentor Program. She will
11 meet with both of you regularly, attend meetings where appropriate,
12 (and with me) to plan for and continuously improve the TPS Mentor
13 Program. This was a topic of discussion after the audit, and as we are
14 not in the same normal we once were a continued area of need. Can
15 we have an initial meeting possibly next week? While both Terry and I
16 are swamped with next year planning, we should touch base on (at
17 least) these topics:

- 18
19 - Day 1 & Day 2 (see below)
20 - Your ideas in this new normal
21 - Dates for the year
22 - Splitting up the grade levels as needed
23 - Virtual and live programming
24 - Whatever else we need to plan for August
25 - ex. Stop the Bleed and ALICE training for New Hires
26

27 Can't wait to hear your thoughts as we navigate this differently.
28

29 Additionally, Regan sent the following post script message to the mentor leaders:

30 "PS...Jason and his team are already working on the New Hire boot camp and virtual tour
31 of Tewksbury (planned both virtually and possibly some live sessions). I do believe that
32 all mentors for next year are already trained....so I am not sure how relevant Day 1 is for
33 the mentors."

34 By email dated July 22, 2020, Mrozowski responded to Regan that she had
35 concerns about the building principal attending the monthly meetings and wanted to

1 discuss the matter in their next meeting. Mrozowski forwarded Regan's email to Union
2 president, Joshua Bilodeau (Bilodeau).¹⁰ By email dated July 23, 2020, Bilodeau
3 expressed the following concerns with the School Committee's decision to add an
4 administrator to the afterschool training sessions. Bilodeau stated:

5 It was brought to our attention that you decided to include a principal in
6 mentor meetings for this upcoming school year. We have serious
7 concerns regarding the integrity and culture of the program if a principal
8 is in the mentor meetings. The mentor program is a great opportunity
9 for new and incoming teachers to reflect on their practice without being
10 under the watch of an evaluator. The TTA would like to continue this
11 long-standing practice.

12
13 There is no language in the contract about the inclusion of a principal
14 in [the] mentor meetings. Language would need to be bargained and
15 added to allow for such a change in the conditions. At this time, we do
16 not have [an] interest in bargaining this particular change in the mentor
17 program, so please stop any plans to include any principal in the mentor
18 meetings for the upcoming year as we believe this could be considered
19 a ULP. Thank you in advance for your understanding. Please let me
20 know if you have any questions.

21
22 Regan never responded to Bilodeau's email.

23 Approximately a week later, Regan, Mrozowski, Stamp, Terry Gerrish (Gerrish),
24 the building principal for the Dewing School, and Robert Rogers (Rogers), the new mentor
25 coordinator, met virtually. During the meeting, Regan explained that the program would
26 look different this year because of the pandemic and that everyone needed to be flexible.
27 Regan explained that Gerrish would be the point person for the program this year because
28 she (Regan) would be very busy with COVID-19 protocols. Mrozowski and Rogers shared
29 with the group their concerns about having an evaluating administrator sit in on the

¹⁰ For approximately eight years, Bilodeau has worked for the School District. From 2017 to 2021, Bilodeau was Union president. After stepping down from Union president, Bilodeau became the Union's grievance chairperson.

1 monthly meetings. Gerrish, as the building principal, evaluated the teachers that work in
2 her building. Mrozowski and Rogers wanted the program to be a safe space for unit
3 members to discuss issues within the school in an environment that was confidential.
4 Therefore, having a building principal, who was an evaluating administrator, attend the
5 meeting would jeopardize that safe space for teachers to voice concerns or discuss
6 issues in the building.

7 By email dated July 27, 2020, Bilodeau again expressed to Regan the Union's
8 opposition to adding a principal to the afterschool training sessions. Bilodeau stated:

9 It was brought to my attention again that you still plan on having a
10 principal at [the] mentor meetings even after my original email. I again
11 want to explain that this would undermine the value of this program, and
12 would result in its integrity being questioned. There is also no language
13 in the contract about the inclusion of a principal in these meetings. Any
14 changes in language would need to be bargained, and we do not wish
15 to negotiate any changes to this language at this time. Please stop any
16 plans to include any principal in mentor meetings for the upcoming year
17 as we believe this could be considered a ULP. Let me know if you have
18 any questions.

19
20 Again, Regan did not reply to Bilodeau's email.

21 Prior to the summer training dates, Gerrish requested Mrozowski add her name to
22 the program handbook. Mrozowski expressed concerns to Gerrish about her name being
23 added to the handbook. Mrozowski explained that the handbook was created by teachers,
24 for the teachers. However, Gerrish insisted that her name and contact information be
25 listed so if participants had any questions for the administration, they had her contact
26 information. At the onset of the summer training dates, participants were provided with an
27 agenda for the year that was almost identical to the handbook distributed the year before.

1 However, in the 2020/2021 mentor program handbook, Gerrish was listed as the
2 “administrator leader” along with co-coordinators Rogers and Mrozowski.¹¹

3 Given the state of the pandemic in 2020, the after-school meetings for the Mentor
4 Program were virtual.¹² At the first afterschool training session in the 2020/2021 school
5 year, Gerrish explained to the program participants that she was only there as an observer
6 for the first hour and presenter at the second hour.¹³ Gerrish primarily spoke during the
7 formal training segments of the afterschool training sessions. For example, Gerrish
8 would interject and add to the conversation on topics such as creation of self-
9 assessments, how to set up gradebook, and the teacher evaluation program from
10 DESE.¹⁴ During these training segments, all participants, including Gerrish were in the
11 main room of the virtual afterschool training session.

12 In addition to the more formal segments of the afterschool training sessions, the
13 meetings allowed for discussion segments. After the assignment of Gerrish, participants
14 were quieter in the discussion segments compared to previous years.¹⁵ Mrozowski and
15 Rogers attempted to encourage participants to share experiences and concerns during

¹¹ During the 2021/2022 school year, Gerrish’s name and contact information appeared at the beginning of the Mentor Program handbook.

¹² During the 2021/2022 school year, the afterschool meetings were hosted in person.

¹³ The Mentor Program utilized the Google Classroom platform to share information.

¹⁴ At times, participants would interact with Gerrish or solicit her advice on a topic.

¹⁵ The School Committee argued that Gerrish’s attendance at the afterschool training sessions did not impact the level of participation in the discussion sessions. However, Mrozowski was the only witness who was present during the afterschool training sessions both before Gerrish’s assignment and after; therefore, I credit her testimony that fewer participants contributed to the discussion sessions after Gerrish was assigned to attend the afterschool training sessions.

1 the meetings. Despite encouragement, a lot of participants were having these discussions
2 outside of the monthly meetings. On a few occasions, Mrozowski and Rogers created
3 break-out rooms for participants to speak more privately without Gerrish's presence.
4 However, participants rarely utilized the break-out room feature during afterschool training
5 sessions to have private conversations because Gerrish expressed her displeasure at
6 being left out of these conversations.¹⁶ During the 2021/2022 school year, the afterschool
7 training sessions were hosted in person. At the in-person afterschool training sessions,
8 Gerrish would sit at a table with Mrozowski and Rogers in the same room as the
9 participants who were having discussion time.

10 Before the fall of 2020, the coordinators would pass out index cards or sticky notes
11 to all the participants and ask them to write down any concerns or questions that the
12 mentors or mentees had that had not been covered: these notecards were referred to as
13 "exit tickets". In the 2020/2021 school year, the afterschool meetings were held virtually,
14 and the co-facilitators utilized Google Classroom for the meeting. In Google Classroom,
15 all participants could see each other's exit tickets.¹⁷ The group submitted far fewer exit

¹⁶ Mrozowski felt that Gerrish was evaluating her when they met to discuss the Mentor Program. Mrozowski felt nervous to share with Gerrish because she believed that Gerrish was evaluating their communications. Mrozowski testified that several other unit members in the mentor program reached out to express concerns that Gerrish was evaluating them during the meetings, and I credit this testimony. Additionally, I credit Mrozowski's testimony that Gerrish was upset when the coordinators tried to create separate breakout rooms to discuss issues without an administrator's presence.

¹⁷ Both before and after 2020, mentors and mentees were required to meet with each other one-on-one and log those hours. Additionally, both before and after 2020, administrators were generally not present during those times the mentor and mentee meet one-on-one. However, if a mentor observes the mentees' classroom, an administrator may also be present.

1 tickets because Gerrish, as an administrator, could see what all the exit tickets said and
2 who raised each concern or question.¹⁸

3 OPINION

4 It is well-settled that public employers may not change a pre-existing condition of
5 employment, or implement a new condition of employment, affecting a mandatory subject
6 of bargaining without providing the exclusive collective bargaining representative with
7 prior notice and an opportunity to bargain to resolution or impasse. School Committee of
8 Newton v. Labor Relations Commission, 388 Mass. 557 (1983); City of Newton, 16 MLC
9 1036, 1041-42, MUP-6477 (June 15, 1989). However, some managerial decisions cannot
10 be delegated by public employers or be made the subject of collective bargaining. Town
11 of Dennis, 12 MLC 1027,1030, MUP-5247 (June 21,1985). For example, school
12 committees have the exclusive prerogative to determine matters of educational policy
13 without bargaining. School Committee of Boston v. Boston Teachers Union, 378 Mass.
14 65 (1979). Similarly, decisions determining the level of services that a governmental entity
15 will provide lie within the exclusive prerogative of the public employer. Town of Danvers,
16 3 MLC 1560, MUP-2292, 2299 (April 6,1977). Also, when a third party over which the
17 employer has no control exercises its authority to change employees' terms and
18 conditions of employment, the public employer may not be required to bargain over the

¹⁸ Again, Mrozowski was the only witness who was present during the afterschool training sessions both before Gerrish's assignment and after; therefore, I credit her testimony that fewer participants submitted exit tickets after Gerrish's assignment. Additionally, Mrozowski testified that other participants informed her that they felt Gerrish was evaluating them during the afterschool training sessions and that Gerrish could see all the exit tickets and who submitted them; therefore, I credit Mrozowski's testimony that participants submitted fewer exist tickets because of Gerrish's involvement in the afterschool training sessions.

1 decision to make that change. Lowell School Committee, 26 MLC 111, MUP-1775
2 (January 28, 2000).

3 A public employer's ability to act unilaterally regarding certain subjects or decisions
4 does not, however, relieve that employer of all attendant bargaining obligations. In cases
5 where an employer is excused from the obligation to bargain over a decision made by a
6 third party, that employer is still required to bargain with the union representing its
7 employees over the manner in which to implement the decision, as well as the impacts of
8 the decision on mandatory subjects of bargaining, before it implements that decision.
9 Higher Education Coordinating Council, 22 MLC at 1662,1670-1671, SUP-4078 (April
10 11, 1996); see also Massachusetts Correctional Officers Federation v. Labor Relations
11 Commission, 417 Mass. 79 (1994). Likewise, employers must bargain the impacts of core
12 governmental decisions, School Committee of Newton v. Labor Relations
13 Commission, supra, and school committees must bargain over the impacts of decisions
14 based on educational policy, See generally, Groton School Committee, 1 MLC 1221,
15 1224, MUP-702 (December 17,1974).

16 DESE Requirements

17
18 In this case, the School Committee argued that DESE's regulations required "all
19 induction programs to include the assignment of a support team that shall consist of, but
20 not be limited to, the mentor and an administrator qualified to evaluate teachers."
21 Additionally, the School Committee asserted that DESE's Guidelines stated that support
22 teams should meet regularly with the beginning teacher during the first year to answer
23 any questions or address concerns that the beginning teacher may have as well as to
24 ensure that the teacher is aware of the professional knowledge and skills required of all

1 teachers. Given DESE's requirements and guidelines, the School Committee argued it
2 did not have to bargain over its decision to assign Gerrish, an evaluating administrator,
3 to attend and participate in all afterschool training sessions for the Mentor Program.

4 First, I agree with the School Committee that DESE, a third party, required it to
5 create and maintain an induction program for new teachers, and the School Committee
6 did not have to bargain with the Union over the decision to create said mandatory training.
7 However, the School Committee was still required to bargain with the Union over how the
8 Mentor Program was implemented and the impacts of the program on the unit members'
9 terms and conditions of employment.

10 The School Committee argued that deciding to have Gerrish, a qualified evaluator,
11 present at all afterschool training sessions was part of the requirements set out by DESE,
12 therefore, it did not have an obligation to bargain with the Union over the decision. I
13 disagree. It is clear from the record that DESE's regulations did not state that the school
14 districts must include evaluating administrators in the afterschool training sessions in
15 order to fulfill the requirement that school districts have a qualified evaluator on the
16 support team. In fact, Cummings, the School Committee's auditor, stated that DESE did
17 not require evaluating administrators to be present during the afterschool training
18 sessions.

19 DESE's requirements for induction programs only mandated that the school
20 districts create support teams with a mentor and qualified administrator, and the Guideline
21 Packet only recommends that the support team meets regularly with the new teachers.
22 The details of how the support team interacts with the new teachers is left to the school
23 districts to decide and implement. Although Gerrish's presence at the afterschool training

1 sessions was one option to fulfill DESE's requirements and recommendations, the School
2 Committee could have chosen another option to achieve the same goal. The record is
3 clear that the School Committee chose to implement DESE's requirements by including
4 Gerrish, an evaluating administrator, in all of the afterschool trainings sessions for the
5 entirety of each session, yet it was not required to so by a third party.

6 As described above, the School Committee was obligated to bargain over the
7 implementation of DESE's requirements for training programs and the impacts of the
8 changes on unit members' terms and conditions of employment. The School Committee
9 argued that it fulfilled its obligation to bargain over the implementation and impacts of the
10 Mentor Program when the program was established in 2001. However, the School
11 Committee's obligation to bargain with the Union over subsequent changes in the training
12 program is not suspended because it fulfilled its obligation to bargain when the Mentor
13 Program was originally created. From 2001 to 2020, the School Committee had chosen
14 to implement DESE's mandate for an induction program by hosting afterschool training
15 sessions wherein administrators were not present. After 2020, the School Committee
16 chose to change how it implemented the Mentor Program by assigning an administrator
17 to attend all afterschool training sessions.

18 The School Committee further argued that its decision to assign Gerrish to
19 participate in afterschool training sessions did not change or impact unit members' terms
20 and conditions of employment because the School Committee had a long-standing
21 practice of administrators coordinating, attending, and participating in District-provided
22 professional development sessions, including the Mentor Program. However, the
23 involvement of an evaluating administrator in other training programs does not change

1 the fact that the Mentor Program did not historically include the participation of an
2 evaluating administrator in the afterschool training sessions.

3 As noted, prior to 2020, the School Committee did not assign evaluating
4 administrators to attend the afterschool training sessions of the Mentor Program. On the
5 rare occasions that an evaluating administrator participated in the afterschool training
6 sessions, they came for a short time for the purpose of follow-up trainings. For example,
7 on occasions, the School Committee would assign Stamp, at the request of the mentor
8 coordinators, to conduct follow-up training on various technology platforms for the unit
9 members during one of the afterschool sessions. Even when Stamp attended the
10 afterschool training sessions, he would only stay for his training and then leave. Unlike
11 Gerrish's involvement, Stamp did not participate or observe the entirety of the afterschool
12 trainings sessions. Although administrators had contributed to the planning of the Mentor
13 Program in the past or attended portions of the two days of summer bootcamp, the School
14 Committee first assigned an evaluating administrator to participate in the afterschool
15 training sessions in the 2020/2021 school year.

16 Further, even when the School Committee informed the Union that Cummings and
17 McArdle would shadow the program for the year, it was temporary, for the purpose of an
18 audit. The auditors observed the program but did not participate, and both individuals
19 were retired and no longer an evaluating administrator. In short, it is clear from the record
20 that the School Committee's decision to have Gerrish, an evaluating administrator
21 participate in the afterschool training session in the Mentor Program was a change from

1 how the program was conducted in the past.¹⁹ The School Committee failed to
2 demonstrate that the parties had a past practice of allowing evaluating administrators to
3 attend and participate in the afterschool training sessions for the Mentor Program.

4 Impacts

5 Compulsory training sessions are a mandatory subject of bargaining. Town of
6 Bridgewater, MUP-8634, unpublished op. (June 20, 1997); See also, City of Boston, 26
7 MLC 177, 181, MUP-1431(March 23, 2000). Here, the School Committee's decision to
8 assign an evaluating administrator to the afterschool training session was a change in the
9 Mentor Program which is compulsory training.

10 As noted above, I reject the School Committee's argument that it did not have an
11 obligation to bargain over its decision to assign Gerrish to the afterschool training
12 sessions because the mandatory training program was established over twenty years
13 ago. The School Committee implemented changes to the Mentor Program, a compulsory
14 training, without first providing the Union with notice and opportunity to bargain to
15 resolution or impasse over those changes.

16 Next, the School Committee argued that it assigned Gerrish to participate in the
17 afterschool training sessions as a program coordinator and a resource rather than in an
18 evaluating capacity, therefore, her involvement did not impact the unit members' terms

¹⁹ By email dated July 27, 2020, Bilodeau informed Regan that the CBA did not include language that included principals in the Mentor Program's afterschool sessions and that the School Committee needed to bargain any changes to the contract in successor contract negotiations. The School Committee argued that the parties' CBA did not prevent evaluating administrators from attending the afterschool training sessions. I agree that the parties' CBA is silent on whether an administrator may attend the afterschool sessions. However, I disagree with the School Committee's assertion that the CBA's silence on matter or the Union's arguments excused the School Committee from its bargaining obligation.

1 and conditions of employment. I am not persuaded by this argument. First, the School
2 Committee failed to cite any cases holding that an employer can solely assess and
3 determine whether a change it made impacted the unit members' terms and conditions
4 of employment. Moreover, the Union demonstrated that the School Committee's decision
5 to assign Gerrish, an evaluating administrator, to participate in the afterschool training
6 sessions did impact the unit members' terms and conditions of employment.

7 The Union established that both before and after the change at issue, the
8 afterschool training sessions included segments where the mentors and mentees
9 discussed, as a group, challenges and issues with working conditions. The Union
10 asserted that Gerrish's participation in the afterschool training sessions changed the unit
11 members' ability and willingness to speak freely and transparently about their issues. The
12 Union argued that the presence of an evaluating administrator created an environment
13 where the unit members no longer felt free to speak about various problems or issues.
14 Furthermore, the Union stated that Gerrish's presence in the afterschool training sessions
15 discouraged unit members from bringing up issues dealing with administrators.

16 The School Committee argued that Gerrish's participation in the afterschool
17 training sessions did not change the unit members' ability to discuss sensitive problems
18 outside of the presence of an evaluating administrator because the mentors met
19 individually with their mentees outside the afterschool training sessions, and the program
20 participants shared their personal contact information. I disagree with the School
21 Committee. Although mentors and mentees did meet one-on-one, the afterschool
22 trainings sessions were the only time that all the mentors and mentees met to discuss
23 terms and conditions of employment as a group. Without the group discussions, mentees

1 do not receive the benefit of hearing the opinions of a wide variety of group members and
2 learning from different points of view. Similarly, I disagree that the sharing of personal
3 contact information was the same as group discussions. Without group discussions, the
4 Mentor Program loses the benefit of sharing information with all mentees. Although a
5 mentee can call their own or another mentor, the Mentor Program loses the benefit of
6 communicating information to all mentees who may be experiencing similar problems or
7 have the same questions.

8 The School Committee argued that Gerrish's presence in the afterschool training
9 sessions did not impact the unit members' ability to have confidential discussions
10 regarding issues in the workplace. However, the Union established that after Gerrish
11 joined the participants in the afterschool training sessions, the unit members were
12 hesitant to bring up issues during the discussion portion of the sessions, and fewer unit
13 members participated in the group discussions.²⁰ The School Committee asserted that in
14 2020, the afterschool training sessions were held virtually due to the pandemic, and
15 because Gerrish did not enter the virtual breakout rooms, she was not privy to "check-in"
16 discussions. However, I credited Mrozowski's testimony that Gerrish became upset when
17 the coordinators would meet with participants in virtual breakout rooms and try to exclude
18 her from overhearing or participating in the conversation. Moreover, in the 2021/2022

²⁰ The School Committee asserted that the mentor and mentees did engage in discussions after Gerrish was assigned to participate in the afterschool training sessions. However, Mrozowski was the only witness who was consistently present both before and after the audit and the assignment of Gerrish. As explained above, I credited Mrozowski's testimony that there was a noticeable difference in the willingness of program participants to discuss openly issues with their working conditions.

1 school year, the afterschool training sessions were held in person, and therefore, the unit
2 members did not have the ability to utilize breakout rooms for privacy.

3 *Notice and Opportunity to Bargain*

4 The Union demonstrated that the School Committee did not provide the Union with
5 notice and an opportunity to bargain prior to assigning Gerrish to the afterschool training
6 sessions. In July of 2020, Regan informed the coordinators from the Mentor Program that
7 she had assigned Gerrish to participate in the Mentor Program, including the afterschool
8 training sessions. However, the School Committee never notified the Union or provided
9 an opportunity to bargain prior to assigning Gerrish, an evaluating administrator, to
10 participate in the afterschool training sessions. As such, the Union satisfied its burden of
11 proof on this issue.

12 The School Committee argued that the Union waived its right to bargain over
13 Gerrish attending the afterschool training sessions because there was a past practice of
14 administrators attending, participating, and coordinating various professional
15 development trainings, including the Mentor Program. Furthermore, the School
16 Committee contends that the Union never attempted to include language in the parties'
17 CBA that limited administrators' involvement in professional development trainings.
18 Additionally, the School Committee argued that the Union never demanded to bargain
19 over Regan's decision to assign Gerrish to attend the afterschool training sessions. In
20 fact, the School Committee argues that Bilodeau contended that the Union was not
21 interested in bargaining over changes in the contract language. Finally, the School
22 Committee argued that the Union never complained about McArdle and Cummings
23 attending the afterschool training sessions. As such, the School Committee asserted that

1 the Union waived by inaction its right to bargain over the issue of Gerrish's participation
2 in afterschool training sessions.

3 As explained above, I do not find that the School Committee had a past practice
4 of assigning evaluating administrators to attend and participate in all the afterschool
5 training sessions of the Mentor Program. Next, I do not find that the Union waived its right
6 to bargain by inaction when it did not complain about Cummings and McArdle attending
7 the afterschool training sessions. The School Committee clearly communicated to the
8 coordinators that McArdle and Cummings were only attending the sessions to observe
9 for the purpose of an audit. Additionally, McArdle and Cummings, unlike Gerrish, were
10 retired and had no authority to evaluate, assign job duties, recommend discipline, or
11 conduct performance reviews for the unit members who participated in the Mentor
12 Program. As such, the School Committee's decision to conduct an audit did not provide
13 the Union with actual or constructive notice that it would later assign Gerrish, an active
14 administrator whose job included the ability to evaluate, assign job duties, recommend
15 discipline, or conduct performance reviews for the unit members, to attend and participate
16 in the afterschool training sessions.

17 Although the Union did not file a demand to bargain, it immediately protested the
18 School Committee's action. Additionally, the School Committee had already decided and
19 implemented its decision to assign Gerrish to the afterschool training sessions by the time
20 the Union became aware of the situation. The School Committee has an obligation to
21 provide notification and an opportunity to bargain over changes in the manner in which to
22 implement DESE's requirements and the impacts on unit members' terms and conditions
23 of employment, *before* it implements that decision. Higher Education Coordinating

1 Council, 22 MLC at 1670-1671. The Union's failure to demand to bargain after Regan
2 assigned Gerrish to attend the afterschool training sessions does not negate the School
3 Committee's obligation to provide the Union with notification and opportunity to bargain
4 prior implementing such changes, or waive the Union's bargaining rights.

5 Finally, the School Committee argued that the Union filed a frivolous and
6 premature charge because it did not attempt to settle the matter with the School
7 Committee as it indicated on the charge form.²¹ I agree with the School Committee that
8 the record did not indicate that the Union attempted to settle this matter with the School
9 Committee. However, the School Committee still violated the Law when it decided to
10 assign Gerrish to the afterschool training sessions without first providing the Union with
11 notice and an opportunity to bargain changes to how to implement DESE's requirements
12 and the impacts of the changes on the unit members' terms and conditions of
13 employment.

14 **CONCLUSION**

15 Based on the record and for the reasons explained above, I find that the School
16 Committee violated Section 10 (a)(5), and derivatively, Section 10(a)(1) of the Law by
17 assigning an administrator to attend the afterschool training sessions for the Mentor
18 Program without providing the Union with prior notice and an opportunity to bargain to
19 resolution or impasse over the decision and the impacts of the decision on the unit
20 members' terms and conditions of employment.

21 **REMEDY**

²¹ On the charge form, the Union checked the "yes" box for "have you attempted to settle this case?"

1 Section 11 of the Law grants the CERB broad authority to fashion appropriate
2 orders to remedy unlawful conduct. Labor Relations Commission v. Everett, 7 Mass. App.
3 Ct. 826 (1979); Commonwealth of Massachusetts, 22 MLC 1459, 1464 , SUP-3922, SUP-
4 3944(February 2, 1996). To remedy an employer's unlawful unilateral change in a
5 mandatory subject of bargaining, the CERB traditionally orders the restoration of the
6 status quo ante until the employer fulfills its bargaining obligation and directs the employer
7 to make whole the affected employees for any economic losses they may have suffered
8 as a result of the employer's unlawful conduct. See generally, School Committee of
9 Newton v. Labor Relations Commission, 388 Mass. at 577-578.

10 In this case, the School Committee was obligated to bargain with the Union over
11 changes to the Mentor Program and the impacts of the changes on the unit members'
12 terms and conditions of employment before it decided to assign Gerrish to attend all
13 afterschool training sessions. Therefore, I direct the School Committee to restore the
14 status quo ante by removing Gerrish from attending the afterschool training sessions until
15 the School Committee has bargained in good faith with the Union over any proposed
16 changes to the implementation of the Mentor Program, including the assignment of an
17 evaluating administrator to the afterschool training sessions, and any impacts on
18 bargaining unit members' terms and conditions of employment.

19 **ORDER**

20 WHEREFORE, based on the foregoing, it is hereby ordered that the School
21 Committee shall:

22
23 1. Cease and desist from:

24
25 a. Failing or refusing to bargain in good faith with the Union to resolution or
26 impasse over any changes to the implementation of DESE's mandate for an
27 induction program, including the assignment of an evaluating administrator to

- 1 the afterschool training sessions and the impacts on unit members' terms and
- 2 conditions of employment;
- 3
- 4 b. In any like or similar manner interfering with, restraining or coercing employees
- 5 in the exercise of their rights protected under the Law.
- 6
- 7 2. Take the following affirmative actions that will effectuate the purpose of the Law:
- 8
- 9 a. Restore the status quo ante by rescinding the assignment of an administrator
- 10 to attend afterschool training sessions for the Mentor Program;
- 11
- 12 b. Bargain with the Union in good faith to resolution or impasse over any changes
- 13 to the implementation of DESE's mandate for an induction program, including
- 14 the assignment of an evaluating administrator to the afterschool training
- 15 sessions and the impacts on unit members' terms and conditions of
- 16 employment;
- 17 c. Sign and post immediately in conspicuous places employees usually
- congregate or where notices to employees are usually posted, including
- electronically, if the Employer customarily communicates to its employees via
- intranet or e-mail, and maintain for a period of thirty (30) consecutive days
- thereafter signed copies of the attached Notice to Employees;
- d. Notify the DLR within ten (10) days after the date of service of this decision
- and order of the steps taken to comply with its terms.

17 SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



MEGHAN VENTRELLA, ESQ.
HEARING OFFICER

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. c.150E, Section 11 and 456 CMR 13.19, to request a review of this decision by the Commonwealth Employment Relations Board by filing a Notice of Appeal with the Department of Labor Relations not later than ten days after receiving notice of this decision. If a Notice of Appeal is not filed within ten days, this decision shall become final and binding on the parties.



NOTICE TO EMPLOYEES

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

A hearing officer of the Massachusetts Department of Labor Relations (DLR) has held that the Tewksbury School Committee (School Committee) violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by assigning an administrator to attend the afterschool training sessions for the Mentor Program without providing the Union with prior notice and opportunity to bargain over changes to the School Committee's implementation of the Department of Secondary Education's (DESE) requirements for induction programs and the impacts on bargaining unit members' terms and conditions of employment.

Chapter 150E gives public employees the right to form, join or assist a union; to participate in proceedings at the DLR; to act together with other employees for the purpose of collective bargaining or other mutual aid or protection; and, to choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain in good faith with the Union over any changes to the implementation of DESE's mandate for an induction program, including the assignment of an administrator to the afterschool training sessions and the impacts on unit members' terms and conditions of employment.

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

WE WILL restore the status quo ante by rescinding the assignment of an administrator to attend afterschool trainings sessions for the Mentor Program.

WE WILL offer to bargain in good faith with the Union over any changes to the implementation of DESE's mandate for an induction program, including the assignment of an administrator to the afterschool training sessions and the impacts on unit members' terms and conditions of employment.

Tewksbury School Committee

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, 2 Avenue de Lafayette, Boston MA 02111 (Telephone: (617- 626-7132).