

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

In the Matter of:

NORTHEAST METROPOLITAN  
REGIONAL VOCATIONAL SCHOOL  
COMMITTEE

and

NORTHEAST TEACHERS  
ASSOCIATION

Case Number: MUP-21-8485

Date Issued: April 20, 2023

Hearing Officer:

James Sunkenberg, Esq.

Appearances:

Howard Greenspan, Esq. - Representing Northeast Metropolitan Regional  
Vocational School Committee

Quesiyah Ali, Esq. - Representing Northeast Teachers Association

HEARING OFFICER'S DECISION

SUMMARY

1 The issues in this case are whether the Northeast Metropolitan Regional  
2 Vocational School Committee (Committee) violated Section 10(a)(5) and, derivatively,  
3 Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by: I)  
4 implementing criteria for determining eligibility for temporary remote work without giving  
5 the Northeast Teachers Association (Union) prior notice and an opportunity to bargain to  
6 resolution or impasse over the impacts of its decision to determine eligibility for temporary  
7 remote work on employees' safety and workload; and II) failing to respond to a March 25,

1 2021 information request. Based on the record, and for the reasons explained below, I  
2 find on Count I that the Committee did not violate the Law; but I find on Count II that the  
3 Committee violated the Law as alleged.

#### 4 STATEMENT OF CASE

5 On February 22, 2021, the Union filed a charge of prohibited practice (Charge)  
6 with the Department of Labor Relations (DLR) alleging that the Committee had violated  
7 Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by refusing to bargain over  
8 the criteria for granting employees remote work leave. On April 8, 2021, the Union  
9 amended the Charge to allege that the Committee also refused to impact bargain and  
10 refused to respond to an information request. On April 14, 2021, a DLR investigator  
11 investigated the Charge. On May 3, 2021, the investigator issued a Complaint of  
12 Prohibited Practice (Complaint). The two-count Complaint alleged that the Committee  
13 violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by: I) failing to  
14 bargain over the impacts of the decision to determine eligibility for temporary remote work  
15 on safety and workload; and II) failing to respond to a March 25, 2021 information request.  
16 On May 10, 2021, the Committee filed its Answer. On January 13, 2022, I conducted a  
17 remote hearing via WebEx, during which the parties received a full opportunity to be  
18 heard, to examine and cross-examine witnesses, and to present evidence. On or before  
19 April 26, 2022, the parties filed post-hearing briefs.

#### 20 STIPULATIONS OF FACT

- 21 1. The School Committee is a public employer within the meaning of Section 1 of  
22 the law.  
23  
24 2. The Union is an employee organization within the meaning of Section 1 of the  
25 Law.  
26

- 1           3. The Union is the exclusive bargaining representative for a unit of academic  
2           teachers, vocational teachers, and guidance counselors.  
3
- 4           4. On March 13, 2020, Governor Baker issued a Declaration of Emergency due  
5           to the COVID-19 pandemic and closed school buildings. This order was  
6           extended twice and remained in effect through the end of 2019 – 2020 school  
7           year.  
8
- 9           5. The School Committee commenced the 2020 – 2021 school year remotely.  
10
- 11          6. On November 14, 2020, the parties signed a memorandum of agreement  
12          (MOA) relating to the reopening of school buildings for the 2020 – 2021 school  
13          year.  
14
- 15          7. In December 2020, the School Committee transitioned from a fully remote  
16          instructional model to a hybrid model whereby some students receive  
17          instruction in the school buildings and others receive instruction remotely.  
18
- 19          8. In early February 2021, Jodi Harold, from the School Committee's Human  
20          Resources Division, provided certain bargaining unit employees who requested  
21          to temporarily work remotely due to COVID-19 related issues a flow chart which  
22          detailed which category of employees could work remotely under various  
23          circumstances.  
24
- 25          9. On March 25, 2021, the Union emailed [Superintendent-Director] DiBarri to  
26          request the following information:  
27
  - 28           a. A written statement of the district's policy during school year 2020 –  
29           2021 for each of the following groups -- (i) academic teachers, (ii)  
30           guidance counselors, and (iii) vocational teachers -- relating to requests  
31           to work remotely from unit members of each group for COVID-related  
32           reasons, including but not limited to having a child in quarantine, being  
33           a close contact of a COVID-infected individual, or having a positive  
34           COVID diagnosis;  
35
  - 36           b. A list of all bargaining unit members who have requested to work  
37           remotely during school year 2020-2021 for COVID-related reasons,  
38           including but not limited to having a child in quarantine, being a close  
39           contact of a COVID-infected individual, or having a positive COVID  
40           diagnosis, from August 31 to the present, that includes  
41
    - 42           i. the unit member's initials or other identifying code,
    - 43           ii. job title,
    - 44           iii. date of remote work request,
    - 45           iv. whether the district granted or denied the request,
    - 46           v. why the district granted or denied the request.

1 FINDINGS OF FACT

2 General Background

3 The Northeast Metropolitan Regional Vocational School District (District)  
4 encompasses the communities of Chelsea, Malden, Melrose, North Reading, Reading,  
5 Revere, Saugus, Stoneham, Wakefield, Winchester, Winthrop, and Woburn. Students at  
6 the Northeast Metropolitan Regional Vocational High School (School) receive academic  
7 and vocational instruction. David DiBarri (DiBarri) has been the Superintendent-Director  
8 of the District for approximately five years; prior to becoming Superintendent he was the  
9 Principal of the School for four years. Catherine Horkan (Horkan), a ninth-grade guidance  
10 counselor/school adjustment counselor, is the Union's President.

11 2020-2021 School Year Commences with Remote Instruction

12 Due to COVID-19, the 2019-2020 school year ended with the School's building  
13 closed; students received remote instruction and teachers taught remotely. During the  
14 summer of 2020, the District prepared to commence the 2020-2021 school year with  
15 students and teachers returning to the building for in-person instruction. In or around mid-  
16 August 2020, approximately two weeks before the 2020-2021 school year commenced,  
17 the Department of Elementary and Secondary Education (DESE) announced that the  
18 prevalence of COVID-19 within a community would determine whether that community's  
19 school year should commence with students receiving instruction in-person, remotely, or  
20 on a hybrid model.

21 A few days before the school year commenced, DESE determined that the District  
22 should commence the 2020-2021 school year with students learning remotely due to the  
23 high incidence of COVID-19 cases within the District. The 2020-2021 school year

1 commenced with faculty and staff returning to their classrooms and offices in the building  
2 while students remained out of the building. Thus, teachers and guidance counselors  
3 were in the building teaching and working remotely with students, who were not in the  
4 building.

#### 5 Remote Academy

6 During the summer of 2020, students in the District had the opportunity to choose  
7 remote instruction for the entire 2020-2021 school year, regardless of whether the rest of  
8 the School was operating on an in-person, remote, or hybrid model. Accordingly, the  
9 District developed a Remote Academy (Remote Academy) for academic and vocational  
10 teachers to provide remote instruction to those students choosing to enroll in the program.  
11 After the District determined its staffing needs, it allowed teachers who were interested in  
12 participating in the Remote Academy to apply, and those who were selected were  
13 assigned to teach remotely for the entire 2020-2021 school year, meaning that like the  
14 students they were teaching, the District did not require them to be physically present in  
15 the building.<sup>1</sup>

#### 16 Requests to Work Remotely and District Response

17 By email on August 20, 2020, Jodi Harold (Harold), a District Human Resources  
18 employee, sent an email to all employees, regarding "Requests." Harold stated that many  
19 people had "expressed concerns about returning back to work for a variety of reasons."  
20 Harold requested that "anyone who has medical documentation to work remotely and/or  
21 potential child care issues" notify her in writing by close of business the next day, August

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<sup>1</sup>The record does not disclose when employees submitted applications, but those selected for the Remote Academy were notified on or around August 28, 2020.

1 21. After acknowledging that “tomorrow may not be feasible for some,” Harold requested  
2 that “supporting documentation” be sent “by next week.” Harold further indicated that even  
3 though “many child care situations are still uncertain,” she would also need to know “if  
4 you are planning to use the FFCRA (The Families First Coronavirus Response Act).”  
5 Harold stated that the District was “closely following what the federal guidelines are  
6 regarding leaves at this time,” and that the District was “unable to make any exceptions.”  
7 Finally, Harold stated that the District was not requesting information “for the staff that  
8 ‘prefer’ to work remotely and are not covered by current regulations.”

9 By email on Wednesday, August 26, 2020, Harold wrote to some employees that:  
10  
11 If you are receiving this email it is because you indicated that you may have  
12 childcare issues and need to work remotely on some days and/or will be unable to  
13 meet daily requirements. In order to be able to be home with your children, you  
14 must apply for the FFCRA (Families first Coronavirus Response Act) leave of  
15 absence.

16  
17 Harold further wrote that she understood that not everyone knew “which days their  
18 children will be attending school,” and stated that the District would need “the details of  
19 their schedules” by September 1, 2020. She stated that she needed “these completed  
20 forms back” by Friday, August 28.

21 On August 28, 2020, Harold emailed all employees, regarding “A few updates.” In  
22 relevant part, Harold wrote that:

23 -All teachers are expected to be in the building on Monday, 8/31 unless I have  
24 received medical documentation stating otherwise. All vocational specialists,  
25 paraprofessionals, and contractual employees (except cafeteria workers) are  
26 expected to be in the building as of Tuesday, 9/1. If you haven’t already sent  
27 medical documentation or discussed your situation with me, please contact me  
28 ASAP.

29  
30 -Based on feasibility some teachers were selected to work remotely to support the  
31 students who have elected to attend school fully remote. The person selected for  
32 this position will be notified today via e-mail. If you are not selected and have

1 childcare issues preventing you from being in the building, I need you [to] complete  
2 the FFCRA – Leave of Absence form below. This form is required so that the  
3 Administration can continue to finalize everyone’s schedules. Without the FFCRA  
4 form we will be unable to finalize schedules for both teachers and students.

5  
6 -We are trying our best to accommodate everyone’s schedule but we can’t allow  
7 everyone to be remote at this point. The expectation is that staff will be working  
8 from the building unless otherwise approved by the administration. [emphasis in  
9 original]

10  
11 Amy Driscoll Hamilton (Driscoll) was a school adjustment counselor with the  
12 District from 2002 until her separation from the District in August 2021. By email on the  
13 morning of August 20, 2020, to Harold, with a copy to Horkan, Driscoll requested to work  
14 remotely for the 2020-2021 school year “due to my children’s school schedule.” Driscoll  
15 added that her husband had a “very compromised immune system,” which made her “very  
16 uncomfortable with in person instruction.” On August 28, 2020, Driscoll emailed Harold  
17 “the requested form” and requested to work remotely Wednesday through Friday “due to  
18 my son[’]s school schedule.” By email on August 30, 2020, Harold responded to Driscoll:  
19 “Please note that at this time we are not allowing guidance counselors to work remotely.”

20 By email to Harold on September 2, 2020, Driscoll inquired whether she could  
21 schedule a time with Harold to meet that day. Harold answered a short time later that she  
22 would be in the next day, but added, “Please understand that the district will not change  
23 their decision regarding guidance counselors being able to work remotely at this time.”  
24 Driscoll eventually met with Harold in person, and Harold reiterated that the District would  
25 not allow guidance counselors to work remotely.

26 Jennifer Paolini (Paolini) has taught biology and anatomy for the District since  
27 2000. In October, Paolini’s son’s school was closed due to COVID-19, and he was a  
28 potential close contact. On the evening of October 20, 2020, Paolini emailed the School’s

1 Principal, Dr. Carla Scuzzarella (Scuzzarella), to request to work from home. Scuzzarella  
2 responded the next morning, October 21, 2020, and told Paolini that she could call in sick  
3 and that Scuzzarella would get back to her.

4 That afternoon, Harold emailed Paolini, and told Paolini that she had just learned  
5 that Paolini's son's school was closed due to COVID-19. Harold told Paolini that,  
6 "According to the FFCRA (Families First Coronavirus Response Act), you should  
7 complete the form to cover you while you are at home with him." Later that afternoon,  
8 Paolini responded to Harold that she was still awaiting details and other information, but  
9 that Paolini's son was "only 11 and someone needs to be home to oversee him as his  
10 school will be closed until at least 10/30." Paolini asked for "clarification re the covered  
11 sick time if I need to be out due to his circumstances." In particular, Paolini wanted to  
12 know if she would have to use "my earned sick time or is it covered by the school? Are  
13 these considered days @2/3 pay?"

14 Paolini spoke with Harold, who told Paolini that she would not be allowed to work  
15 remotely. Paolini spoke to Scuzzarella later in the day. Scuzzarella told Paolini that the  
16 District would not allow her to work remotely from home, and that Paolini could use sick  
17 time or could file for 2/3 daily pay. Paolini opted to use sick time and was out for several  
18 days during the week of October 27, 2020.<sup>2</sup>

19 November 13, 2020 Memorandum of Agreement<sup>3</sup>

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<sup>2</sup>Paolini testified that she used approximately nine days of COVID-19-related sick leave to care for her son or herself.

<sup>3</sup>The Complaint alleges, and the parties stipulated, that the parties signed this document on November 14, 2020, but the document indicates that the Committee signed on November 12, and the Union signed on November 13.



1           On November 13, 2020, the parties signed a Memorandum of Agreement  
2 “Regarding the Reopening of Schools for the 2020-2021 School Year” (MOA). The MOA  
3 provides that the parties “have engaged in good faith negotiations regarding the  
4 reopening of school for the 2020-2021 school year” and that “notwithstanding any  
5 contrary provision in the parties['] Collective Bargaining Agreement the parties hereby  
6 agree as follows for the duration of the 2020-2021 work year unless otherwise agreed by  
7 the parties.”<sup>4</sup> The MOA contains paragraphs numbered from 1-17; paragraph 12 is  
8 missing.

9           In relevant part, paragraph 1, “Work Year,” provides that the work year for  
10 educators “shall remain unchanged.” The educator work year will begin on August 31,  
11 2020, with the first eight days “reserved for professional development, training, curriculum  
12 work, parent and student outreach, collaboration time or other.” The student school year  
13 will begin on September 14, 2020. Paragraph 1 further provides that, “The District intends  
14 to begin the school year in a remote model.” The student day will consist of academics  
15 from 7:45 – 12:00; vocational from 8:50 – 1:00; and classes will consist of a 40-minute  
16 schedule.

17           Paragraph 2 provides that the workday for bargaining unit members “will be  
18 consistent with the work day as referenced in the Collective Bargaining Agreement.”  
19 Paragraph 3 provides that the student schedule “will remain the same for either the  
20 remote or hybrid model.”

21           Paragraph 4 provides that:

22           All employees shall use District approved platforms for onsite, hybrid and distance  
23           learning as directed by the Superintendent-Director and/or Principal. While in the

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<sup>4</sup>The record does not identify the date when these negotiations commenced.

1 remote schedule Unit A members will be required to perform their duties and be  
2 on site three (3) days per week and have the option to teach remotely from home  
3 2 days per week. Members will submit their schedule on a bi-weekly basis to their  
4 Supervising Dean and may change their schedule with notice to the Dean due to  
5 an unforeseeable circumstance. At least one (1) member from each department or  
6 shop will be in person each day, except for the following departments that will have  
7 at least two (2) members in person each day:

- 8
- 9 -English
- 10 -Guidance
- 11 -Math
- 12 -Science
- 13 -Special Education
- 14

15 Paragraph 5 provides that, "If the District moves from a remote model to a hybrid  
16 model educator[s] will be provided with a minimum of one-week notice."

17 Paragraph 6 provides that:

18 Teachers who are given an accommodation to work remotely for the entire school  
19 year may receive additional preparations above the maximum allowed in the  
20 Collective Bargaining Agreement. The District will notify the Association of any  
21 instances where a teacher is scheduled additional preparations. A teacher can  
22 appeal the additional preparation assignment to the principal with an additional  
23 appeal to the Superintendent. This provision will not be subject to the arbitration  
24 provisions of the Collective Bargaining Agreement.

25  
26 Paragraph 7 provides that:

27  
28 A joint health and safety committee shall be established, consisting of an equal  
29 number of members of the Association and the administration. This committee will  
30 meet weekly or bi-weekly during the 2020-2021 work year to provide  
31 recommendations surrounding building-based issues regarding cleaning and  
32 safety protocols. The committee will also make recommendations for moving from  
33 remote to hybrid to in-person learning stages. The committee will use the metrics  
34 of the community infection rate as designated at Mass.gov and positive testing  
35 rates in the communities as well as look at the DESE guidelines which designate  
36 Revere as the community designation on the COVID map.

37  
38 Paragraph 8 provides that, "Educators shall continue to be responsible for ensuring  
39 student attendance is taken daily, and in academic classes each block beyond the

1 'homeroom' period." Paragraph 9 provides that, "Educators shall continue to enter student  
2 grades into the X-2 Aspen system."

3 Paragraph 10, "Paid Leave," provides that:  
4

5 a. Educators who are working in-person in the building who i) test positive for  
6 COVID-19; and ii) who have symptoms of COVID-19; and iii) are unable to work  
7 even remotely because they have COVID-19 will have the following paid leave  
8 benefits prior to using their accrued sick leave:  
9

10 On or before December 31, 2020 up to ten (10) days of leave under the  
11 Emergency Paid Sick Leave Act (EPSLA) at full pay without regard to the cap  
12 in the EPSLA.  
13

14 On or after January 1, 2021 and provided that Congress has not extended the  
15 EPSLA up to ten (10) days of leave at full pay without deduction from sick leave.  
16

17 In relevant part, paragraph 11, "Evaluation," provides that, "Both announced and  
18 unannounced observations may occur in person, with the evaluator in the room, or  
19 remotely with the evaluator in the remote classroom." Paragraph 11 further provides that  
20 the District "will not evaluate the technology skills of the teacher or classroom  
21 management of students in a remote environment."

22 Paragraph 13, "Personal Protective Equipment," provides that:  
23

24 As recommended by DESE the District shall maintain a supply of: disposable  
25 masks, goggles eye protection, face shields, disposable gowns, disposable  
26 gloves, cleaning products such as hand sanitizer and soap.  
27

28 Educators may provide their own face covering/mask and shall be required to wear  
29 a face covering at all times in the building unless the educator has a medical  
30 disability which prevents the educator from wearing a face covering or during  
31 designated mask breaks provided there is appropriate social distancing.  
32

33 Paragraph 14, "Stipends and Advisors," provides in relevant part that:  
34

35 A joint committee... will determine if stipendiary co-curricular advisors will be able  
36 to run their activities based upon COVID-19 guidance/regulations, the school  
37 model chosen, and/or the number of students.... The District recognizes the value  
38 that such activities bring... the District encourages those who seek to continue in  
39 their previous stipendiary appointment... to submit a written request to

1 participate.... The written request must include the rationale for conducting the  
2 activity and a detailed plan for how the activity, club, or team meeting will adhere  
3 to all health and safety guidelines as outlined by the school department, DESE,  
4 DPH, CDC, and the Wakefield Public Health Department.

5  
6 Paragraph 15, "Isolation Rooms/Student Displaying Symptoms," provides that an  
7 isolation room will be established within every building for the purpose of sequestering  
8 any student exhibiting certain symptoms until the student can be picked up by an adult  
9 authorized to remove the child from school. This paragraph further provides certain  
10 requirements that a student must meet prior to returning to school.

11 Paragraph 16 provides that, "Members will be available for the weekly extra help  
12 under the terms of the CBA via remote platform."

13 Finally, paragraph 17 provides that:

14  
15 All staff meetings will be held via remote platform and not in person. Smaller  
16 meetings, such as Department Head meetings, will be held in person with a virtual  
17 option for those who choose to not be in person. Staff may participate in virtual  
18 meetings on site in the buildings or remotely from home.

19  
20 DiBarri attended all negotiation sessions related to the MOA; Horkan and Dina  
21 Baratta (Baratta), among others, attended for the Union. Paragraph 6 of the MOA  
22 pertained to teachers teaching remotely as part of the Remote Academy. During  
23 negotiations, the Union did not make any proposals regarding remote teaching  
24 accommodations for teachers apart from the Remote Academy.<sup>5</sup> The parties did discuss

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<sup>5</sup>Horkan testified on cross-examination that she was aware during negotiations that certain members of the bargaining unit had been requesting to teach remotely, apart from the Remote Academy, and that the administration had been denying certain requests.

1 that there would be individual requests for remote accommodations, and that the  
2 administration would do its best to work with those requests.<sup>6</sup>

### 3 Transition from Remote to Hybrid Learning Model

4 In or around early December 2020, the District transitioned from remote instruction  
5 for students to a hybrid model, whereby students alternated between receiving instruction  
6 in the building and receiving instruction remotely. Classes were divided into cohorts, A  
7 and B, and the students within each cohort alternated between attending class in-person  
8 and remotely. On Wednesday, all students received remote instruction.<sup>7</sup> Bargaining unit  
9 members continued to work in the building.

### 10 District Continues to Deny Requests to Work Remotely

11 Subsequent to students returning to the building, DiBarri directed Harold to deny  
12 short-term requests to work remotely from guidance counselors and school adjustment  
13 counselors because he believed that the nature of their jobs required them to be in-person  
14 with the students who were in-person.<sup>8</sup> Similarly, DiBarri directed Harold to deny requests

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<sup>6</sup>DiBarri testified that, “We had discussions during negotiations that we were all prepared that there would be individual accommodation requests that we would do our best to – you know, to work with.” I credit this more specific testimony over Horkan’s negative answer to a vague question on re-direct examination regarding whether the parties discussed the “status” of teachers apart from the Remote Academy; and over Baratta’s testimony that she did not recall this discussion. DiBarri’s testimony aligns with the position that the District had announced by August 28, 2020.

<sup>7</sup>The hybrid model changed over time, with Wednesday ceasing to be a remote day at some point. Toward the end of the 2020-2021 school year, the District transitioned from a hybrid model to a fully in-person model, with all students except those in the Remote Academy returning to the building together for in-person instruction.

<sup>8</sup>DiBarri testified: “Well, I felt that their role, which is primarily crisis intervention, that in order for the students to get the services that they need at the point of the crisis, that we needed to have the counselors in the building to respond to that.” By way of example, DiBarri stated that, “if a student was impaired, or had a fight, or may have just been crying

1 to temporarily work remotely from academic teachers who were not part of the Remote  
2 Academy because their students were also in person.<sup>9</sup> At this time, the District was also  
3 having difficulty hiring substitute teachers.

4 Erin Dunwell (Dunwell) is the Union's Secretary and has taught math at the School  
5 since 2005. On or around December 7, 2020, Dunwell requested to work remotely  
6 because her daughter had to quarantine due to her daughter's teacher contracting  
7 COVID-19. Harold told Dunwell that Harold would check with DiBarri; Harold then told  
8 Dunwell that DiBarri had denied Dunwell's request on the ground that if he allowed  
9 Dunwell to work remotely, he would have to allow everyone to work remotely. Dunwell  
10 then used three days of sick leave to be home with her daughter during her daughter's  
11 quarantine.<sup>10</sup>

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in a classroom and needed to speak to somebody they had a connection with, like an adjustment counselor, that it wasn't feasible for us to take the student and try to put them in front of a computer and have a Zoom meeting with a counselor." DiBarri testified that around this time the District experienced a "dramatic increase" in student mental health issues related to the COVID-19 pandemic.

<sup>9</sup>DiBarri testified: "I was unable to require students to learn remotely when they had chosen to be here. So, the academic teachers had to be in the building because their classes were physically in the building." Paolini was the only Union witness who acknowledged this reality: "If I had students in the building, I couldn't Zoom in and teach them from home if I had to be at home. When we did have students in the building, they'd be in the classroom, so I would need to be there. I wouldn't be able to teach from home." Paolini also testified that being unable to work remotely did not impact her workload or working conditions in any way.

<sup>10</sup>In addition to claiming that being unable to work remotely forced Dunwell to use sick time, she also claimed that being unable to work remotely impacted her workload by requiring her to prepare lesson plans for the days that she was out on leave. I do not credit this testimony. Both alleged impacts result from being unable to report for duty, not from the District denying her request to work remotely. Dunwell, along with other witnesses, also claimed an impact on the students, which is irrelevant to the matter before me.

1           Baratta has been a school adjustment counselor with the District for approximately  
2 16 years. She serves on the Union's Executive Board and participated in negotiating the  
3 MOA. By email on Sunday, January 3, 2021, Baratta wrote to Harold and Tracy O'Brien  
4 (O'Brien), the administrator of Student Services and her direct supervisor, that Baratta's  
5 mother had been diagnosed with COVID-19 on the prior Friday and that she was a close  
6 contact. Baratta further stated that she had been "advised to quarantine" and that she  
7 understood that she "should not be coming to work tomorrow." Baratta asked for guidance  
8 on how she should proceed.

9           By email on the morning of Monday, January 4, 2021, Harold responded to Baratta  
10 that, "You will not be docked sick time for the days out between today and January 13."  
11 Five minutes later, Baratta responded, thanking Harold for her help. That afternoon,  
12 O'Brien wrote to Baratta that, "Carla [Scuzzarella] let me know you're actually going to be  
13 working remotely while you're out. Please let me know if you're too sick to work any  
14 days."<sup>11</sup> Baratta subsequently worked remotely on January 4 and 5, 2021.

15           By email on January 7, 2021, Harold wrote to Baratta to request copies of her  
16 positive COVID-19 results and "to clarify that as a guidance counselor, you are not able  
17 to work remotely. And your expected return to work date is January 13." Baratta returned

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<sup>11</sup>O'Brien did not testify. This email from O'Brien, sent after 1:00 P.M. and regarding an unidentified "C. Dutton," responded to an earlier email from Baratta, which the Union did not produce at the hearing. The record is unclear as to how Baratta received authorization to work remotely on January 4, given that she did not receive this email until late in the school day, and Harold's email, which Baratta received that morning, communicated to Baratta that the administration understood and expected her to be out sick rather than working remotely.

1 to work on January 19, 2021. She was still experiencing symptoms of illness, and Harold  
2 advised her that she could leave work and use sick time if necessary.

3 Baratta continued to suffer from symptoms related to COVID-19. By email on  
4 February 5, 2021, she notified Harold that she had been to the doctor and forwarded a  
5 doctor's note to Harold, which requested that Baratta be allowed to "either work from  
6 home or leave early from work to finish her work day at home." By email on Monday,  
7 February 8, 2021, Harold responded to Baratta, thanking her for her note, but stating that,  
8 "At this point we can[]not approve you to work remotely. That is not something that the  
9 District can support at this time. We do encourage you to continue to work half days as  
10 you recover from your illness."<sup>12</sup> That afternoon, still on February 8, 2021, Baratta  
11 requested from Harold, "the documentation outlining how these decisions are  
12 determined." Later that afternoon, Harold forwarded Baratta a document labelled "COVID  
13 Flow Chart" (the Chart). Baratta then forwarded the Chart to Horkan.

14 Meanwhile, Driscoll was out sick on January 4, 2021, awaiting the results of her  
15 own COVID-19 test. On or around January 5, 2021, Driscoll learned that she had tested  
16 positive for COVID-19, and she contacted Harold and O'Brien.<sup>13</sup> Driscoll spoke to Harold,  
17 who informed her that she could not work remotely, that she had ten days of leave before

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<sup>12</sup>In addition to claiming that being unable to work remotely forced Baratta to use sick leave, she also claimed that being unable to work remotely impacted her health by forcing her to come into the building. I do not credit this testimony. Baratta used sick leave because she was unable to report for duty, not because the District refused her request to work remotely.

<sup>13</sup>Driscoll testified that O'Brien sent her an email asking her "If I plan to work remotely." The Union did not produce this email. Driscoll further testified that Harold told her "that same day" that she could not work remotely.



1 she would have to use sick time, and that the ten days would start to run on January 5. If  
2 Driscoll was still out after ten days, she would need to use sick time to cover any absence.

3 By email on January 13, 2021, Driscoll notified Harold that “4 days were deducted  
4 from my sick days” during the period when Driscoll had not yet exceeded her ten days of  
5 leave; Driscoll also notified Harold that one of her boys had also tested positive, and that  
6 Driscoll anticipated returning to work on January 20. The same day, Harold responded by  
7 email that she had “contacted payroll to change that error,” and reminded Driscoll that,  
8 “any time after your 10 days will start to be docked and you need to call in sick for those  
9 days.”

10 Driscoll remained out of work into February 2021. By email on Monday, February  
11 8, 2021, Harold wrote to Driscoll to follow up on their conversation from Friday, February  
12 5, that Harold had “yet to receive any medical documentation regarding your absence  
13 starting on January 4, 2021 – including positive COVID tests for both you and your  
14 children which required you to be out of work.” After invoking the section of the parties’  
15 collective bargaining agreement pertaining to medical documentation, Harold requested  
16 that Driscoll submit that medical documentation by February 19. That evening, February  
17 8, 2021, Driscoll forwarded the requested documentation along with a medical note  
18 requesting that she be allowed to work remotely.<sup>14</sup>

19 By email on February 10, 2021, Driscoll followed up with Harold requesting to know  
20 the status of her request to work remotely. Harold responded that morning, February 10,  
21 2021, thanking Driscoll for the note and documentation, but stating that, “At this point we

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<sup>14</sup>The note is not in the record.

1 can[]not approve you to work remotely. That is not something the district can support at  
2 this time. We do encourage you to work half days as you continue to recover from your  
3 illness.” Harold concluded by asking Driscoll when she expected to return to work. Still on  
4 February 10, 2021, Driscoll requested that Harold provide her with “the protocol used to  
5 determine this decision.” That morning, Harold provided Driscoll with a copy of the Chart.

6 On February 22, 2021, Driscoll returned to work but was sent home due to a lack  
7 of medical documentation.<sup>15</sup> Driscoll then remained out on sick leave until February 24,  
8 2021, when she returned to work upon submitting updated medical documentation. After  
9 returning to work, Driscoll continued to suffer from COVID-19-related issues, and she  
10 used additional sick leave when unable to report for duty.<sup>16</sup>

11 COVID-19 Flow Chart

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<sup>15</sup>Driscoll never responded to Harold’s February 10 query regarding her anticipated return to work date, and according to a February 22, 2021 email from Harold, this prevented Harold from clarifying what documentation Driscoll needed to provide.

<sup>16</sup>Driscoll testified that because the District would not let her work remotely, she lost approximately \$4500, “Due to having to take FFCRA on Thursdays and Fridays” from August – November when her son’s school was closed and she did not report to work. She further claimed that because the District would not let her work remotely, she lost 27 days of sick leave during the 2020 – 2021 school year. I do not credit this testimony because the alleged impacts resulted from being unable to report for duty, not from being unable to work remotely.

Similarly, Horkan testified that: “All of the educators that were denied an opportunity to work remotely because they were infected by COVID could’ve – could’ve worked remotely, and the students wouldn’t have been lost for learning time. Beyond that, monetarily, teachers lost money, they lost their days, and they lost an opportunity to be with students.” As with Driscoll, I do not credit this testimony because the alleged impacts resulted from being unable to report for duty, not from being unable to work remotely.

1           In or around February 2021, DiBarri created the Chart to give teachers and staff  
2 an idea of how the administration was making decisions about remote work.<sup>17</sup> The Chart  
3 contained four columns, left to right, labeled “Role;” “Reason for being Home;” “Able to  
4 work remotely;” and “Time docked – 1<sup>st</sup> 10 days.” The various “Roles” are: Secretary;  
5 Custodian; Teacher – Academics; Teacher – Vocational; Teacher – Guidance; Vocational  
6 Specialist; Supervisors; Café Workers; and Non[-]Union. There are three “Reasons for  
7 being home:” Child quarantine; Close contact; and Positive. The possibilities for “Able to  
8 work remotely” are: Maybe, depends on role and who they support; Maybe, depends on  
9 role; Maybe, depends on role and how they are feeling; No; Yes, if department can allow  
10 it; Yes, if department can allow it and how they are feeling; and Yes. For the “Time  
11 docked” column, the possibilities are: Yes, if not working; Yes; and No.

12           Thus, read left to right, the first row of the Chart states that a secretary who is at  
13 home because of a child in quarantine may be able to work remotely, depending on the  
14 secretary’s role and who that secretary supports, and the secretary will be docked time  
15 for the first 10 days if not working. By way of comparison, the Chart provides that an  
16 academic teacher home for a child quarantine cannot work remotely and will be docked  
17 sick time, whereas an academic teacher home for a close contact or positive test cannot  
18 work remotely and will not be docked sick time.<sup>18</sup> By way of further comparison, the Chart

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<sup>17</sup>DiBarri testified: “I didn’t want to say nobody could work from home because we were trying to accommodate, but we still had a school to run, so I had to balance the two. So that’s how the – the flow chart came about.” The Chart was “just something to give them an idea why unfortunately, we’re able to give certain accommodations to people in certain positions and not others.”

<sup>18</sup>The Chart treats academic teachers and guidance counselors the same except that the Chart inexplicably provides that a guidance counselor home due to a close contact can work remotely. This discrepancy appears to be an error that the record does not address.

1 provides that vocational teachers can work remotely under all three scenarios, if their  
2 department can allow it. Finally, supervisors and non-union employees may be able to  
3 work remotely depending on their role.

4         The administration had more leeway to grant remote work with certain jobs than  
5 others. For example, DiBarri had more flexibility for allowing remote work with vocational  
6 teachers than academic teachers because most shops have four teachers per shop,  
7 which provides more flexibility for teacher support and scheduling than an academic  
8 classroom with one teacher among a group of students. Moreover, most of the vocational  
9 teachers wanted to work in-person and were largely uninterested in participating in the  
10 Remote Academy, and vocational teachers assigned to teach remotely were often doing  
11 so from inside the building. If a need arose for a vocational teacher to temporarily work  
12 remotely, there were usually other vocational teachers in the shop to teach in-person.  
13 Swapping classes was more difficult for academic teachers.<sup>19</sup> Additionally, the District  
14 had greater access to vocational substitutes than it did to academic ones.

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Regardless, the District consistently took the position that guidance counselors could not work remotely, and the evidence establishes that the District did not allow guidance counselors to work remotely.

<sup>19</sup>DiBarri testified: “So if there was an issue where [a] vocational teacher needed to be remote and teach remote, we could switch those classes. So, it was very easy for the plumbing junior teachers to say, okay, I’ll take over the remote portion of the juniors because I need to be remote for whatever reason, and since you’re willing to stay and teach in person, you can take over my classes, which were the same.

That wasn’t a possibility with [the] academic schedule because number one, the academic remote teachers weren’t coming to the building like the vocational teachers were. And number two, there were so many different academic classes that they couldn’t be evenly swapped with other teachers. So, if I was teaching math, I could’ve been teaching honors algebra whereas a teacher on remote could’ve been teaching a completely different course. With the academics, it wouldn’t have worked.”

1 Union Demands to Bargain

2 By letter to DiBarri dated February 9, 2021, Horkan accused the Committee of  
3 violating the Law by “unilaterally implementing a system for determining eligibility for  
4 remote work without bargaining” and demanded to bargain “over these remote work  
5 accommodations.” By letter dated February 22, 2021, DiBarri responded to Horkan that  
6 the District was not obligated to bargain over individual requests for remote work  
7 accommodations. He continued:

8 In addition, the issue of accommodation and paid leave is referenced in the  
9 Memorandum of Agreement between the School District and the Northeast  
10 Teachers Association regarding the opening of schools for the 2020 – 2021 school  
11 year. Any additional concerns by the Union regarding these topics has been  
12 waived. Therefore the District is not required to bargain in connection with your  
13 February 9, 2021 correspondence.

14

15 That day, February 22, 2021, the Union filed the Charge with the DLR.

16 Information Request and Renewal of Bargaining Demand

17 By emailed letter dated March 25, 2021, Horkan requested information related to  
18 “remote work requests and its bargaining unit.” The Union requested:

- 19 1. A written statement of the district’s policy during school year 2020 – 2021 for  
20 each of the following groups – (i) academic teachers, (ii) guidance counselors  
21 and (iii) vocational teachers – relating to requests to work remotely from unit  
22 members of each group for COVID-related reasons, including but not limited to  
23 having a child in quarantine, being a close contact of a COVID-infected  
24 individual, or having a positive COVID diagnosis;  
25
- 26 2. A list of all bargaining unit members who have requested to work remotely  
27 during school year 2020 – 2021 for COVID-related reasons, including but not  
28 limited to having a child in quarantine, being a close contact of a COVID-  
29 infected individual, or having a positive COVID diagnosis, from August 31 to  
30 the present. (emphasis in original)

31

32 In responding to this inquiry, please list (i) the unit member’s initials or other  
33 identifying code, (ii) job title, (iii) date of remote work request, (iv) whether the  
34 district granted or denied the request; (v) why the district granted or denied the  
35 request.

1 By separate letter dated March 25, 2021, the Union also renewed its demand to  
2 bargain, this time “over the impacts of the district’s procedures for determining who is  
3 eligible for remote work accommodations.” By letter dated March 31, 2021, DiBarri  
4 acknowledged receipt “of your correspondence dated March 25, 2021,” and referred the  
5 Union to his “response to your original request.” DiBarri refused to provide the Union with  
6 the information it requested.<sup>20</sup> On April 8, 2021, the Union amended its Charge.

7 OPINION

8 The issues in this case are whether the Committee violated Section 10(a)(5) and,  
9 derivatively, Section 10(a)(1) of the Law by: I) implementing criteria for determining  
10 eligibility for temporary remote work without giving the Union prior notice and an  
11 opportunity to bargain to resolution or impasse over the impacts of its decision to  
12 determine eligibility for temporary remote work on employees’ safety and workload;<sup>21</sup> and

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<sup>20</sup>DiBarri testified: “It was really a confidentiality issue of the health and privacy of our teachers. If – you know, if we could go back to 2020, there was a real stigma against people who were getting COVID. Sadly, some were being called irresponsible for whatever they had done to get it. Other teachers were often upset that they weren’t notified that a person had COVID from that teacher personally and felt that maybe they should have.

So, there was a lot of gray area, and it was like the Scarlet Letter. I did not feel comfortable hiding teachers who wanted it kept, it keeps it private. After, you know, they had met with the health department and they had determined who were the close contacts, I did not want to share that information. Again, if I made a mistake, I – you know, I would apologize, but it was in the best interest of our teachers and not the administration and district to keep that information from getting out.” [sic]

<sup>21</sup>The Union’s position that the Committee violated the Law by failing to bargain over the decision to implement criteria for determining eligibility for temporary remote work and the criteria for assigning remote work exceeds the scope of Count I of the Complaint. Count I alleges only that the Committee violated the Law by failing to bargain over the safety and workload impacts of its eligibility determinations for remote work, and I have therefore confined my analysis of Count I to the narrow issue before me.

1 II) not providing the Union with information that is relevant and reasonably necessary to  
2 the execution of its duties as the exclusive bargaining representative. For the following  
3 reasons, I find on Count I that the Committee did not violate the Law, but I find on Count  
4 II that the Committee violated the Law as alleged.

5 Failure to Bargain Safety and Workload Impacts

6 Even in situations where an employer may make certain types of decisions without  
7 prior bargaining, if a managerial decision impacts a mandatory subject of bargaining, then  
8 bargaining over the impacts is required.<sup>22</sup> City of Somerville, 42 MLC 170, 171, MUP-13-  
9 2977 (December 30, 2015). Employee safety is a mandatory subject of bargaining, City  
10 of Newton, 4 MLC 1282, 1284, MUPL-2035 (September 8, 1977), as is workload,  
11 Commonwealth of Massachusetts, 26 MLC 116, SUP-4158 (February 15, 2000) (impact  
12 bargaining required where new risk assessment policy impacted job duties and workload).

13 Here, the effect of denying a request to work remotely is that the employee must  
14 report for duty at the physical work location, in this case a school building. Accordingly,  
15 an analysis of any direct impacts resulting from management denying a request to work  
16 remotely must look to whether bargainable impacts flow from management requiring a  
17 physical presence in the work location.

18 Before students returned to the School to transition to hybrid learning in December  
19 2020, the bargaining unit members worked alone in their classrooms or offices. The Union  
20 did not offer any evidence of safety or workload impacts in the building prior to the

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<sup>22</sup>The Commonwealth Employment Relations Board (CERB) has recently held that the phrase “report to duty” [sic] in Section 1 of the Law means reporting not only when but where the employer has ordered its employees to report. Andover Education Association, 47 MLC 33, 41, S.I.-20-8176 (September 8, 2020).

1 transition, where the presence of multiple individuals in a single room during a pandemic  
2 creates obvious safety concerns. Indeed, the Union offered almost no detail regarding  
3 day-to-day operations in the building prior to the transition, other than that teachers were  
4 not exposed to students; the record does not even establish that the bargaining unit  
5 members were in close proximity to each other at this time.

6         The record also does not establish when the Union first sought to commence  
7 negotiations over the reopening of the School for the 2020-2021 school year, but by the  
8 time the students had returned in December 2020, when the safety impacts become  
9 readily apparent, the parties had already bargained to resolution an MOA on reopening  
10 the School for that year. The MOA contains numerous provisions that pertain to safety.  
11 For example, paragraph 7 created a joint health and safety committee; paragraph 13  
12 covered personal protective equipment; paragraph 14 covered adherence to all health  
13 and safety guidelines regarding stipendiary appointments; and paragraph 15 created an  
14 isolation room for students displaying symptoms of illness. The MOA also covered  
15 workload issues. For example, paragraph 1 set the work year; paragraph 2 affirmed the  
16 contractual workday; paragraph 6 covered additional preparations for teachers in the  
17 Remote Academy; paragraph 8 covered the taking of attendance; paragraph 9 covered  
18 entering student grades; and paragraph 16 covered availability for weekly extra help. The  
19 record contains no evidence of safety or workload impacts beyond those that the parties  
20 negotiated in the MOA.

21         Finally, the Union devoted most of its efforts in this matter to attempting to establish  
22 that denying employees the ability to work remotely impacted sick leave and/or caused  
23 financial loss. As is always the case, an employee who is unable to report for duty can



1 utilize personal leave to excuse an absence, and the record in this case does not indicate  
2 that the District denied any employee the ability to use leave if that employee was unable  
3 to report. The Union's position that being denied the ability to work remotely impacts sick  
4 leave is untenable because any use of sick leave results, as it always had, from an  
5 inability to report for duty, not from being unable to work remotely. Employees who  
6 reported for duty did not need to use any sick leave due to being unable to work remotely.  
7 Moreover, even if denying remote work eligibility impacted sick leave, which it does not,  
8 the MOA contains a bargained provision that covers paid leave for the 2020-2021 school  
9 year.

10 In sum, the parties negotiated to resolution the safety and workload impacts of  
11 employees reporting to the building before the District reopened the School for in-person  
12 learning, which is the point on this record at which concrete, cognizable safety impacts  
13 arise from denying employees the ability to work remotely. The Union did not prove that  
14 any safety or workload impacts exist beyond those covered in the MOA. Accordingly, I  
15 find that the Committee did not violate the Law as alleged in the Complaint, and I dismiss  
16 Count I.

#### 17 Information Request

18 If a public employer possesses information that is relevant and reasonably  
19 necessary to an employee organization in the performance of its duties as the exclusive  
20 collective bargaining representative, the employer is generally obligated to provide the  
21 information upon the employee organization's request. Bristol County Sheriff's  
22 Department, 32 MLC 76, 78, MUP-01-3086 (August 3, 2005); Higher Education  
23 Coordinating Council, 23 MLC 266, 268, SUP-4142 (June 6, 1997). The CERB's

1 standard for determining whether the information requested is relevant is a liberal one,  
2 similar to the standard for determining relevancy in civil litigation discovery proceedings.  
3 Board of Higher Education, 26 MLC 91, 92, SUP-4509 (January 11, 2000). Information  
4 about terms and conditions of employment of bargaining unit members is presumptively  
5 relevant and reasonably necessary for an employee organization to perform its statutory  
6 duties. City of Lynn, 27 MLC 60, 61, MUP-2236, 2237 (December 1, 2000). Once a union  
7 has established that the requested information is relevant and reasonably necessary, the  
8 burden shifts to the employer to establish that it has legitimate and substantial concerns  
9 about disclosure, and that it has made reasonable efforts to provide the union with as  
10 much of the requested information as possible, consistent with its expressed concerns.  
11 Bristol County Sheriff's Department, 32 MLC at 79; Board of Higher Education, 26 MLC  
12 at 93. Rather than merely articulating concerns about the disclosure of information, an  
13 employer must produce evidence in support of its contentions. Commonwealth of  
14 Massachusetts, Chief Administrative Justice of the Trial Court, 11 MLC 1440, 1443-34,  
15 SUP-2746 (February 21, 1985). The employer's concerns are then balanced against the  
16 union's need for the information. Id. Absent a showing of great likelihood of harm flowing  
17 from the disclosure, the requirement that a bargaining representative be furnished with  
18 the information overcomes any claim of confidentiality. Greater Lawrence Sanitary  
19 District, 28 MLC 317, 318-319, MUP-2581 (April 19, 2002).

20 Here, the Union requested information pertaining to the District's policy regarding  
21 working remotely and requests to work remotely. At a minimum, this information could  
22 inform the Union's future bargaining positions on issues such as COVID-19-related sick  
23 leave. The requested information pertains to bargaining unit members' terms and

1 conditions of employment and is therefore relevant and reasonably necessary for the  
2 Union to perform its statutory duties. DiBarri did not respond to the information request.  
3 At the hearing, DiBarri testified that he did not provide the requested information because  
4 he had concerns about confidentiality.

5         Regarding the first part of the Union's request, "A written statement of the district's  
6 policy...relating to requests to work remotely" does not implicate confidentiality concerns.  
7 The District had already produced the Chart, and there is no reason why it could not have  
8 responded to the Union by explaining and/or expanding upon the information already  
9 provided to the Union. The Committee violated the Law by refusing to respond to the first  
10 part of the Union's request.

11         The second part of the Union's request may, but does not necessarily, implicate  
12 confidentiality concerns. Where an employer has concerns about disclosing what it  
13 deems confidential information to a union, it has an obligation to initiate a discussion to  
14 explore acceptable alternative ways to permit the union access to the necessary  
15 information. City of Boston, 22 MLC 1698, 1709, MUP-9605 (April 26, 1996); City of  
16 Newton, 36 MLC 71, 73, MUP-05-4489 (October 28, 2009) (city did not properly  
17 demonstrate legitimate and substantial concerns where it closed the door on requested  
18 information without referring to or citing specific confidentiality requirements). The  
19 Committee initiated no such discussion. A list of the people who had requested to work  
20 remotely and the reason for granting or denying that request might implicate  
21 confidentiality concerns depending on the context of the request. If DiBarri was concerned  
22 about prejudice toward employees who had contracted COVID-19, he could have  
23 discussed with the Union an alternative to providing names, which the Union itself

1 proposed by requesting "initials or other identifying code." Similarly, DiBarri could have  
2 explored with the Union whether it could narrow its request to address his concerns, or  
3 whether the parties could have agreed to restrict access to the information to only Union  
4 officers. Accordingly, the Committee violated the Law by refusing to provide the  
5 information that did not implicate confidentiality and by not initiating a discussion to  
6 explore whether it was possible to permit the Union access to any information that did  
7 implicate confidentiality.

### 8 CONCLUSION

9 The Committee did not violate the Law by failing to bargain to resolution or impasse  
10 over the safety and workload impacts of its decisions to deny eligibility for remote work.  
11 The parties fully bargained these impacts to resolution as part of the reopening of the  
12 School before the students returned to the building, and the Union did not prove that any  
13 safety or workload impacts exist beyond those covered in the MOA. The Committee did  
14 violate Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by refusing to  
15 provide requested information, and by refusing to initiate a discussion with the Union to  
16 explore whether the Committee could provide the information in a way that addressed its  
17 confidentiality concerns.

### 18 ORDER

19 WHEREFORE, based upon the foregoing, IT IS HEREBY ORDERED that the  
20 Committee shall:


21 1. Cease and desist from:

- 22  
23 a. Failing to bargain in good faith by refusing to provide information that is relevant  
24 and reasonably necessary to the Union's exercise of its statutory duties as the  
25 exclusive bargaining representative; and  
26

- 1           b. In any like or related manner, interfering with, restraining or coercing
- 2           employees in the exercise of their rights guaranteed under the Law.
- 3
- 4           2. Take the following affirmative action that will effectuate the purpose of the Law:
- 5
- 6           a. If the Union still has an ongoing, practical need for the information it requested
- 7           on March 25, 2021, provide the Union with the information requested in item
- 8           one (1); and engage the Union in a discussion about how to provide the Union
- 9           with the information requested in item two (2) in a manner that addresses the
- 10           Committee’s confidentiality concerns.
- 11
- 12           b. Post immediately in all conspicuous places where members of the Union’s
- 13           bargaining unit usually congregate, or where notices are usually posted,
- 14           including electronically if the Committee customarily communicates with these
- 15           members via intranet or email, and display for a period of thirty (30) days
- 16           thereafter, signed copies of the attached Notice to Employees.
- 17
- 18           c. Notify the DLR in writing of steps taken to comply with this Order within ten (10)
- 19           days of receipt.
- 20

21 SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS



\_\_\_\_\_  
JAMES SUNKENBERG, 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.



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# 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 Northeast Metropolitan Regional Vocational School Committee (Committee) violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by refusing to provide the Northeast Teachers Association (Union) with information that is relevant and reasonably necessary to the execution of its statutory duties as the exclusive bargaining representative.

Section 2 of the Law gives public employees the right to engage in self-organization; to form, join or assist any union; to bargain collectively through representatives of their choosing; to act together for the purpose of collective bargaining or other mutual aid or protection; and to refrain from all the above.

WE WILL NOT fail to bargain in good faith with the Union by refusing to provide information that is relevant and reasonably necessary to the exercise of the Union's statutory duties as the exclusive bargaining representative.

WE WILL provide the Union with information that is relevant and reasonably necessary to the execution of its duties and engage the Union in a discussion about how to provide the Union with information in a manner that addresses the Committee's confidentiality concerns.

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For the Committee

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