

- 1 4. The Union is comprised of four bargaining units: the teacher bargaining unit,
2 the paraprofessional bargaining unit, the substitute teacher bargaining unit and
3 the ABA specialist bargaining unit.
4
- 5 5. The Union serves as the exclusive bargaining unit representative for individuals
6 employed in those units including, teachers, nurses, paraprofessionals,
7 substitute teachers, ABA Specialists, provisional teachers, guidance
8 counselors and school psychologists, among others.
9
- 10 6. The School Committee and the Union (collectively “parties”) were parties to a
11 collective bargaining agreement which expired by its terms on August 31, 2021,
12 but continued in effect pursuant to Article 1, Section A of the contract, until
13 September of 2022, when the parties ratified a successor, retroactive 2021 –
14 2024 collective bargaining agreement.
15
- 16 7. A memorandum of agreement (“MOA”) containing the terms of the parties’
17 successor collective bargaining agreement (“CBA”) was executed by
18 representatives for both the School Committee and the Union on September
19 6th and September 7th of 2022, respectively.
20
- 21 8. On September 14, 2022, the Union voted to ratify the MOA. Later that day, the
22 MOA was presented to the School Committee for consideration.
23
- 24 9. On September 28, 2022, the School Committee voted in favor of the MOA.
25
- 26 10. On October 25, 2022, City Council scheduled a hearing for the appropriation of
27 funds. The appropriation was approved the following day.
28
- 29 11. According to the terms of the MOA, the parties’ successor CBA covered a three
30 year period from September 1, 2021 through August 31, 2024.
31
- 32 12. The MOA outlined specific changes to the parties’ 2018 – 2021 CBA that would
33 be incorporated into their successor CBA.
34
- 35 13. The parties agreed that except as provided in the MOA, the terms and
36 provisions of their 2018 – 2021 CBA would extend without modification from
37 September 1, 2021 through August 31, 2024.
38
- 39 14. Paragraph 24 of the MOA entitled “Contractual Grievance Process at
40 Autonomous Schools” states: “Add new section X G: ‘Changing the grievance
41 process in autonomous schools to that in the dispute resolution section of the
42 BTU contract shall be the subject of continuing negotiations.’”
43
- 44 15. The BTU filed a Charge of Prohibited Practice (“Charge”) at the Massachusetts
45 Department of Labor Relations (“DLR”) on April 3, 2023.
46

- 1
2 16. By letter dated April 7, 2023, the DLR Requested the parties submit their
3 respective positions on whether the DLR should defer the case to arbitration
4 rather than initiating an investigation into whether the School Committee had
5 committed any unfair labor practice(s) as alleged in the BTU's Charge.
6
- 7 17. On May 12, 2023, the BTU and School Committee submitted their respective
8 responses to the DLR.
9
- 10 18. The School Committee stated in paragraph 12 of its response: "Respondent is
11 not interested in changing the current working conditions for employees at
12 autonomous schools, and therefore, Respondent disagrees that it is obligated
13 to continue bargaining outside of the main table negotiations which will
14 commence in approximately one year in anticipation of the expiration of the of
15 the current MOA on August 31, 2024.
16
- 17 19. A complaint was issued by Investigator Gail M. Sorokoff on November 13,
18 2023. The complaint contained two (2) counts.
19
- 20 20. Paragraph 11 of the Complaint contains a typo and should read as follows:
21 "From September 21, 2022 through January 4, 2023, BTU sent BPS seven
22 requests to bargain the Autonomous Schools Dispute Resolution process, as
23 provided for in the MOA provision described in paragraph 10."
24
- 25 21. Shortly after the issuance of the Complaint, the parties met and were able to
26 reach agreement pertaining to HUB School Coordinators, which now renders
27 Count II moot. For this reason, the Union agrees to withdraw Count II, leaving
28 only Count I to be addressed by the DLR at a hearing scheduled for October
29 23, 2024.
30
- 31 22. The parties began main table contract negotiations for a successor contract on
32 or about February 29, 2024.
33
- 34 23. During a recent negotiation session on August 23, 2024, the parties began to
35 bargain over the grievance process in autonomous schools.
36
- 37 24. As of the date of submission of this joint pre-hearing memorandum, the parties
38 are still engaged in main table bargaining for a successor contract.²
39

FINDINGS OF FACT

General Background

² The parties submitted finalized joint stipulations on October 18, 2024.

1 The Boston Public Schools (BPS) has 117 schools, with approximately 40 of these
2 schools having some degree of autonomy from the parties' CBA and certain BPS policies.
3 For example, pilot schools operate under the parties' CBA, whereas innovation schools
4 and charter schools exist under state law. Turnaround schools, which the Department of
5 Secondary and Elementary Education has declared to need improvement, are another
6 example of these types of schools. Additionally, some schools have differing working
7 conditions pursuant to memoranda of agreement between the parties. Essentially, some
8 of the BPS schools deviate from the parties' CBA in some way. Relevant to this
9 proceeding, some schools deviate from the CBA regarding the contractual dispute
10 resolution process.

11 On or around September 26, 2022, Mary Skipper (Skipper) became the
12 Superintendent of the BPS. Megan Costello (Costello) is a senior advisor to the BPS.
13 Costello's duties include contract negotiations. Costello was a member of the BPS'
14 negotiating team for the 2021 – 2024 CBA.

15 The MOA

16 In addition to Paragraph 24 of the MOA, which the parties have identified in their
17 Stipulations of Fact, the MOA contains two additional provisions that are relevant to this
18 dispute. Paragraph 17 of the MOA provides that:

19 **COSE/EPS issue.**

20 Insert at the beginning of Article V B 8: "COSE workload and EPS shall be the
21 subject of continuing negotiations."³

22

23 Additionally, Paragraph 19 of the MOA provides, in relevant part, that:

³ COSE stands for Coordinators of Special Education. The parties commenced COSE negotiations at the end of September 2022, and they reached agreement on this issue in April 2023.

Hub Community School Coordinators

Revise Article V B 9 as follows:

The Hub Community Schools Coordinators shall be paid in accordance with the following three steps....

The BTU and BPS will continue negotiations over contractual language, working conditions, and job descriptions for Hub Community School Coordinators.⁴

Union Requests to Schedule Dates

By email on September 21, 2022, Erik Berg (Berg), then the Union's Executive Vice President,⁵ wrote to Jeremiah Hasson (Hasson), BPS' Director of the Office of Labor Relations that:

We would like to begin negotiations around two outstanding items contained in our recent agreement:

- 1) Dispute Resolution Process in Autonomous Schools; and
- 2) Hub Schools Coordinators

Please provide a few dates and times, preferably after 4 PM, in October, November and December, when your teams would be available to meet for continuing negotiations on these two issues.⁶

⁴ Paragraph 19 was the subject of Count II of the Complaint. The parties commenced negotiations on the Hub issue in October 2023, and executed a memorandum of agreement covering Hub Community School Coordinators on March 15, 2024. The agreement states, in relevant part, that it "fulfills the Parties' obligation pursuant to their 2022 successive bargaining MOA to negotiate regarding the Hub School Coordinators positions and agreement on the job description for [t]he City Wide Hub School Coordinator position." Notwithstanding the settlement of Count II, the language of Paragraph 19 is relevant to resolving the parties' dispute over Paragraph 24.

⁵ As of the date of the hearing, Berg had been the Union's President for approximately three months.

⁶ Berg testified regarding this email that: "[W]e wanted to get the ball rolling. We had signed the MOA. We had left a few things for continuing negotiations, and we wanted to...make sure...they were dealt with expeditiously and didn't drag on. We wanted to make sure that the agreement was being fulfilled." Berg further testified that the Union was looking to meet sooner rather than later. We "recognized that it's a busy time of the year, but we want – it's hard to schedule things. We wanted to get some dates on the calendar as soon as possible."

1 By email on September 28, 2022, Berg followed up with Hasson to “get back to
2 this matter. Do you have some proposed meeting dates and times?” That day, September
3 28, 2022, Hasson responded to Berg that:

4 As I mentioned in my email to you and Tina on Friday, given that the new
5 Superintendent ijust [sic] started, we’ll need some time with her to assess the
6 district’s position on those matters. After we’ve had time to meet with her on those
7 issues we’ll provide some dates for bargaining.

8
9 We appreciate your patience.⁷

10
11 By email on October 5, 2022, Christina Duddy (Duddy), the Union’s attorney, wrote
12 to Hassan that:

13 It has now been a week since we last reminded you that we need to schedule
14 negotiations for the above issues. We understand that the new superintendent
15 needed some time to settle in but we need to at least get these negotiations on the
16 calendar. So please let us know of some dates that BPS will be available to meet.
17 I look forward to hearing from you.

18
19 That day, October 5, 2022, Hasson responded to Duddy that:

20
21 Given the transition in leadership, the district is not in a place to have productive,
22 substantive discussions, on these topics yet. In the interest of not wasting the
23 parties’ time, I do not have available dates to offer yet. I will get back to you when
24 we’re in a better position to discuss these topics. Thank you for your patience.

25
26 Still on October 5, 2022, Duddy responded to Hasson that, “I understand Jeremiah, but
27 we cannot have these matters on hold indefinitely because it is not convenient for BPS to
28 address them in a timely fashion.”⁸

⁷ Costello testified that BPS was experiencing a “very interesting time.” She identified the COVID-19 response, transition in the mayor’s office, changes to the membership of the School Committee, and the new Superintendent, in addition to vacancies in the Chief of Staff and Chief of Communications positions.

⁸ Berg testified that BPS did not communicate to the Union that BPS believed it did not have an obligation to continue bargaining over the grievance process in autonomous schools process prior to the parties returning to the main table for successor contract negotiations. The record supports this testimony, and I credit it.

1 Union Continues to Request to Schedule Dates

2 By email on November 3, 2022, Berg wrote to Hasson that:

3
4 Now that the contract has been ratified and funded, we would like to get the
5 continuing negotiations regarding the dispute resolution process at autonomous
6 schools going. Our team would be available on December 13 from 1:00 – 2:30,
7 December 19 from 2:00 – 3:30, and January 13 from 1:00 – 3:30. Please let us
8 know which of those dates works for your team. We could meet here at the BTU
9 or at Bolling.⁹

10
11 On November 4, 2022, Hasson responded to Berg that Hasson would “review
12 these dates with our team and get back to you.” On November 17, 2022, Berg wrote to
13 Hasson that, “It has now been two weeks. Can we please get a date on the books for
14 this?” Hasson did not respond to Berg. On November 30, 2022, Jessica Tang (Tang),
15 then the Union’s President, wrote to Hasson that, “December 13 is quickly approaching.
16 Can we have a response on these dates please?”¹⁰

17 By email on January 4, 2023, Berg wrote to Hasson, in relevant part, that:

18
19 I am writing to follow up on the several demands to bargain that the BTU has
20 submitted to the BPS in the fall of 2022.

21
22 First, regarding the continuing negotiations that that were agreed to in our recent
23 contract settlement, (Hub Schools Coordinators and Autonomous School Dispute

⁹ Berg testified regarding this email that: “we didn’t hear back from them, so I was like, all right, let’s give them some dates and let them say whether they’re available. So we shared our availability.”

¹⁰ Costello testified that she and Tang had numerous conversations about “our limited capacity.” Costello claimed that she told Tang that, “We want to keep this going, but we’ve got to prioritize, right? And figure out what we have the capacity to do.” According to Costello, Tang “was very clear that COSE negotiations needed to happen as soon as possible.” Costello also testified that this was a very busy time because in addition to the COSE negotiations, there was a School Committee meeting the week of December 13. The record unequivocally establishes that the Union was seeking to bargain over all three issues at this time, and I do not credit the suggestion in Costello’s testimony that the Union agreed to negotiate over COSE to the exclusion of the other two issues.

1 Resolution Processes), we have asked for dates via email Sept 21, Sept 28,
2 October 5, November 3, November 17, and November 30, in addition to verbally
3 at a few meetings between you and me. Those requests for meetings have not
4 been answered. We believe that it is time to meet on those issues, particularly Hub
5 School Coordinators. We understand that the delay was caused by the transition
6 of Superintendents and wanting to develop a strategy, but it has now been several
7 months, so there seems to be no reason for further delay.

8

9
10 Please provide some dates in January to meet and negotiate regarding these
11 issues.¹¹

12
13 On January 5, 2023, Hasson responded to Berg to “acknowledge this request. I
14 will confer with my team and respond accordingly.” Hasson did not respond with proposed
15 dates for bargaining over the grievance process in autonomous schools.

16 By email on March 28, 2023, regarding “negotiated items not yet implemented,”
17 Berg sent to Raecia Catchings, then the BPS’ Chief Human Capital Officer, a list of 11
18 topics for bargaining, including “Continuing Negotiations Autonomous Schools Dispute
19 Resolution” and “Hub School Coordinators Continuing Negotiations.”¹²

20 The parties commenced main table negotiations for a successor CBA in February
21 2024. The parties did not meet to discuss the grievance process in autonomous schools

¹¹ Berg testified regarding this email that: “Once again, I just wanted to get rolling on a number of bargaining issues, including the one that we’re here for today, the grievance process in autonomous schools.” Berg mentioned Hub School Coordinators because “we had members working in these positions and there...was not a lot of clarity around what their job responsibilities were and the working conditions. And we wanted to make sure that was clarified.”

Costello testified that January 2023 was a “really crazy time at the district” due to staffing shortages related to COVID-19.

¹² Costello testified that the parties had COSE negotiations the week of March 28, 2023.

1 prior to commencing main table negotiations.¹³ The Union made a presentation on the
2 subject at their first session in February 2024, and again in the Spring of 2024, but the
3 parties did not begin discussing it in detail until August 2024. As of the date of the hearing,
4 these negotiations were ongoing.

5 OPINION

6 The issue in this case is whether the Committee violated Section 10(a)(5) and,
7 derivatively, Section 10(a)(1) of the Law by repudiating Paragraph 24 of the MOA. To
8 establish that an employer repudiated an agreement, a union must show that the
9 employer deliberately refused to abide by an unambiguous agreement. To show that a
10 respondent acted deliberately, a charging party must show that the respondent engaged
11 in a pattern of conduct designed to ignore the parties' agreement, or purposefully intended
12 to disregard the agreement. If the evidence is insufficient to find an agreement underlying

¹³ Regarding the delay in scheduling bargaining over autonomous schools, Costello testified:

Through my conversations with President Tang, she was really the one who outlined the sort of the order if we were to do these one at a time that we would do them in. And so she made it very clear that COSE, you know, had to happen first and immediate. And then we went to Hub Schools, and then it was our, you know, hope to get to autonomous schools.

The record contains no evidence that the Union ever agreed to bargain the three outstanding issues one at a time and that it "hope[d]" to get to autonomous schools. To the contrary, the Union continuously sought to bargain over all three issues, and, as noted in footnote 10, I do not credit any suggestion in Costello's testimony to the contrary. Costello further testified that her understanding was that the autonomous schools issue would not be brought until main table negotiations, but this unsupported position conflicts with the plain language of the MOA, Berg's unequivocal, substantiated testimony, the Union's repeated demands to bargain, and Hasson's communications with the Union. Further, Costello did not explain the foundation upon which this alleged understanding rested or offer any testimony to establish that this was the Employer's understanding at the time it executed the MOA.

1 the matter in dispute or if the parties hold differing good faith interpretations of the terms
2 of the agreement, the Commonwealth Employment Relations Board (CERB) will find that
3 no repudiation has occurred. When language in an agreement is ambiguous and there is
4 no record evidence of bargaining history, the CERB will not find a repudiation.
5 Commonwealth of Massachusetts, 28 MLC 8, 11, SUP-4448 (June 15, 2001) (citations
6 omitted).

7 Paragraph 24 is Unambiguous

8 Here, Paragraph 24 of the September 7, 2022 MOA states: “Add new section X G:
9 ‘Changing the grievance process in autonomous schools to that in the dispute resolution
10 section of the BTU contract shall be the subject of continuing negotiations.’” Although the
11 Employer correctly notes that this language does not include a specific timeline for
12 commencing negotiations, the Employer nonetheless refers twice in its brief to the
13 unambiguous language of Paragraph 24. I agree with the parties that the language of
14 Paragraph 24 is unambiguous, and it requires the Employer to continue negotiations over
15 changing the grievance process in autonomous schools.

16 BPS’ Interpretation is not in Good Faith

17 Here, the plain meaning of the modifier “continuing” in this context is that
18 negotiations will occur without interruption, which Hasson’s communications with the
19 Union indicate he understood.¹⁴ The Employer’s position on its obligation under
20 Paragraph 24 has shifted over time. Hasson’s communications with the Union sharply
21 conflict with the testimony that Costello offered at the hearing and the position that the

¹⁴ The Oxford English Dictionary defines the verb “continue” as, “To carry on, keep up, maintain, go on with, persist in.”

1 Employer argues in its brief: At no time during his communications with the Union did
2 Hasson, the Employer's Director of the Office of Labor Relations, suggest that the
3 Employer understood the parties to have agreed to piecemeal, issue by issue bargaining
4 on the three issues the parties agreed to make the subject of continuing negotiations.
5 Similarly, at no time did Hasson suggest to the Union that the Employer's obligation under
6 Paragraph 24 amounted to nothing more than an agreement to revisit the issue of the
7 grievance process in autonomous schools during the next round of main table
8 negotiations. Such an interpretation – which appears nowhere in the record until May 12,
9 2023, after the Charge had been filed – would render the agreement to make changing
10 the grievance process the subject of continuing negotiations illusory.

11 The Union consistently requested dates for bargaining over the grievance process
12 in autonomous schools, and although Hasson consistently delayed responding to or
13 outright ignored the Union, he did not respond that bargaining would occur issue by issue
14 or in successor negotiations. For example, on September 21 and 28, 2022, Berg
15 requested dates for bargaining over the grievance process in autonomous schools and
16 the Hub Schools Coordinators. On September 28, 2022, Hasson responded that after
17 meeting with Skipper, "we'll provide some dates for bargaining." On October 5, 2022,
18 Duddy again requested dates, and Hasson responded that, "I will get back to you when
19 we're in a better position to discuss these topics." On November 3, 2022, Berg offered
20 dates to bargain over the grievance process at autonomous schools. On November 4,
21 2022, Hasson responded that he would "review these dates with our team and get back
22 to you." On November 17, 2022, Berg again requested to schedule a negotiating session
23 over the autonomous schools issue. Hasson did not respond. On November 30, 2022,

1 Tang requested a response from Hasson regarding autonomous schools. Hasson did not
2 respond. On January 4, 2023, Berg again requested dates to bargain over both Hub
3 Schools and the autonomous schools issue. On January 5, 2023, Hasson responded that
4 he would “confer with my team and respond accordingly.”

5 Moreover, at no point during the hearing did the Employer produce any
6 documentary evidence to support its position that the Union merely hoped to reach the
7 issue of the grievance process in autonomous schools before the next round of main table
8 negotiations began. Similarly, no documents demonstrate that the Union agreed to
9 prioritize any single issue to the exclusion of others, or that BPS even requested that the
10 Union do so. The only communication from Tang in the record consists of Tang asking
11 for dates to bargain over the grievance process in autonomous schools.

12 Finally, I note that Paragraphs 17 and 19 of the MOA contain identical or similar
13 language to Paragraph 24 of the MOA. Paragraph 17 provides that “COSE
14 workload...shall be the subject of continuing negotiations.” Paragraph 19 provides that
15 “BTU and BPS will continue negotiations... for Hub Community School Coordinators.”
16 None of the three provisions conditions the obligation to continue negotiating upon the
17 successful resolution of any other provision. In other words, the Employer committed itself
18 to negotiating over three issues concurrently. Paragraph 24 provides that the grievance
19 process at autonomous schools “shall” be the subject of continuing negotiations, not that
20 the parties “hope” to get to it before the next round of main table negotiations. For all
21 these reasons, I conclude that the Employer’s interpretation of its obligation regarding
22 Paragraph 24 is inconsistent and self-serving, and therefore not in good faith.

23 BPS Deliberately Refused to Abide by Paragraph 24

1 On September 7, 2022, the parties executed the MOA. On September 28, 2022,
2 the Committee voted in favor of the MOA, and the City funded the CBA on October 26,
3 2022. The parties did not begin discussing Paragraph 24 until after main table
4 negotiations began in February 2024, and they did not substantively begin to bargain over
5 the grievance process in autonomous schools until August 2024, nearly two years after
6 the parties agreed to continue negotiations.¹⁵

7 Citing Dalrymple v. Town of Winthrop, 97 Mass. App. Ct. 547 (June 2, 2020), the
8 Employer argues that where the agreement does not contain a specific date by which
9 bargaining must commence, the standard is one of reasonableness. Even so, the
10 Employer's nearly two-year delay in commencing substantive negotiations over the
11 grievance process in autonomous schools is manifestly unreasonable where it committed
12 itself in September 2022 to continuing negotiations over the issue, and where its
13 expressed position, as of September 28, 2022, was that dates would be forthcoming. The
14 Employer clearly stated its changed position on May 12, 2023: "Respondent is not
15 interested in changing the current working conditions for employees at autonomous
16 schools." The Employer's failure to adhere to its obligation to continue negotiating under
17 Paragraph 24 is overtly deliberate.

18 Finally, the Employer's position that it lacked the capacity or was too busy to fulfill
19 its commitment under Paragraph 24 of the MOA due to various limitations beyond its
20 control is no defense to its repudiation of its agreement. The Law requires actual

¹⁵ Although there was testimony that the Union presented on this issue prior to August 2024, the parties have stipulated that they "began to bargain" over this issue on August 23, 2024.

1 compliance, not just good efforts and intentions. Board of Higher Education, 41 MLC 217,
2 223, SUP-08-5396, aff'd sub nom. Board of Higher Education v. CERB, 483 Mass. 310
3 (2019). The Employer deliberately failed to comply with its obligations under Paragraph
4 24 of the MOA, and in so doing repudiated the MOA.

5 CONCLUSION

6 Paragraph 24 of the parties' MOA is clear and unambiguous. The Employer's
7 interpretation of Paragraph 24 conflicts with the plain meaning of the word "continuing,"
8 and has shifted over time. The Employer stated that it would schedule negotiations over
9 the grievance process in autonomous schools, then took the position that the three issues
10 needed to be bargained piecemeal, before finally shifting to the position that the grievance
11 process in autonomous schools would be discussed in the next round of main table
12 negotiations. This interpretation was not in good faith. Finally, the Employer deliberately
13 refused to abide by its obligation under Paragraph 24. Accordingly, I find that the
14 Employer repudiated Paragraph 24 of the MOA in violation of Section 10(a)(5) and,
15 derivatively, Section 10(a)(1) of the Law.

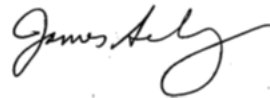
16 ORDER

17 WHEREFORE, based upon the foregoing, IT IS HEREBY ORDERED that the
18 Committee shall:

- 19 1. Cease and desist from:
 - 20 a. Failing to bargain in good faith with the Union by repudiating Paragraph 24 of
 - 21 the MOA.
 - 22
 - 23 b. In any like or related manner, interfering with, restraining, or coercing
 - 24 employees in the exercise of their rights guaranteed under the Law.
 - 25
- 26 2. Take the following affirmative action that will effectuate the purpose of the Law:
27
28

- 1 a. Upon demand, continuously bargain with the Union to resolution or impasse
- 2 over changing the grievance process in autonomous schools to that in the
- 3 dispute resolution section of the Union's CBA.
- 4
- 5 b. Post immediately in all conspicuous places where members of the Union's
- 6 bargaining unit usually congregate, or where notices are usually posted,
- 7 including electronically if the Employer customarily communicates with these
- 8 members via intranet or email, and display for a period of thirty (30) days
- 9 thereafter, signed copies of the attached Notice to Employees.
- 10
- 11 c. Notify the DLR in writing of steps taken to comply with this Order within ten (10)
- 12 days of receipt.
- 13
- 14 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 Boston School Committee (Committee) violated Section 10(a)(5), and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by repudiating paragraph 24 of the parties' September 7, 2022 Memorandum of Agreement.

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 repudiating Paragraph 24 of the parties' September 7, 2022 Memorandum of Agreement.

WE WILL NOT interfere, restrain or coerce any employees in the exercise of their rights guaranteed under Section 2 of the Law.

WE WILL, upon demand, bargain with the Union to resolution or impasse over changing the grievance process in autonomous schools to that in the dispute resolution section of the Union's CBA.

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