

Commonwealth of  
Massachusetts  
Department of Labor Relations

**FY2024 ANNUAL REPORT**



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## EXECUTIVE SUMMARY

On November 14, 2007, pursuant to Chapter 145 of the Acts of 2007, the Legislature reorganized the Commonwealth's neutral labor relations agencies into the Division of Labor Relations ("DLR"). On March 11, 2011, under Chapter 3 of the Acts of 2011, "An Act Reorganizing the Executive Office of Labor and Workforce Development," the DLR's name was changed from the Division of Labor Relations to the Department of Labor Relations.

The DLR protects employees' rights to organize and choose bargaining representation and ensures that employers and unions benefit from, and comply with, the Commonwealth's collective bargaining statutes and regulations. To carry out this mission, the DLR conducts elections, hears representation cases, investigates and hears unfair labor practice cases, resolves labor disputes through mediation and arbitration, and issues orders in cases that parties are unable to resolve through alternative dispute resolution methods. The DLR comprises: (1) hearing officers, arbitrators, mediators, and support staff; (2) the Commonwealth Employment Relations Board ("CERB"), an appellate body responsible for reviewing hearing officer orders and issuing final decisions; and (3) the Joint Labor Management Committee ("JLMC"), a committee that includes labor and management representatives and uses its procedures to encourage municipalities and their police officers and firefighters to agree directly on terms to resolve collective bargaining disputes or on procedures to resolve these disputes.

In support of its mission, the DLR provides many services, including:

- Processing Prohibited Practice Charges
- Representation Petitions and Elections
- Written Majority Authorization Petitions
- Unit Clarification Petitions
- Interest Mediation
- Mediation of Prohibited Practice Charges
- Grievance Mediation
- Grievance Arbitration
- Investigation, Prevention and Termination of Strikes
- Litigation

As reflected in the charts beginning on page 28 of this report, during the past fiscal year, the DLR opened 552 new cases, a 20% decrease from FY2023, and closed 645 cases, a 12% decrease from FY2023. The majority of those cases were unfair labor practice ("ULP") cases. At the end of FY2024, the DLR had approximately 429 open cases at various stages of case processing, including administrative and judicial appeals. The inventory of cases on the DLR's open docket at the end of FY2024 is approximately 6% lower than the previous year. The DLR has continued to issue timely probable cause determinations this year. On average, in FY2024, the DLR issued probable cause

determinations in 49 days and hearing officer decisions in 248 days<sup>1</sup> after the record was closed and briefs were filed.

The DLR also continued providing mediation services to facilitate settlements in all case classifications in FY2024. In addition to contract mediation, grievance mediation, and traditional unfair labor practice mediation, mediators continued to provide expedited mandatory mediation services in all ULP Level I cases. The DLR’s mediation services help facilitate better relationships between parties and provide significant cost-savings. During this past fiscal year, DLR mediators conducted 259 contract mediation sessions and 75 unfair labor practice mediation sessions.

During the past fiscal year, the CERB issued 5 Hearing Officer Appeal decisions, 13 representation case decisions, and decided 14 requests for review of Investigators’ dismissals of charges for lack of probable cause. In addition, the CERB issued decisions in 2 strike investigation petitions.

During the past fiscal year, there were 32 JLMC cases filed. The JLMC mediators conducted 61 contract mediations and 4 Section 3(a) hearings.

In FY2024, the DLR continued its work with a consortium of small executive branch agencies, including the State Ethics Commission, the Department of Mental Health, and the Department of Criminal Justice Information Services, with the assistance of the Executive Office of Technology Services and Security (“EOTSS”), to procure a common case management platform. This common platform will allow DLR to integrate its web-based forms and e-filing application with its case and document management systems. The project includes improved search functionality of the DLR’s web-based public document repository and online dashboards that provide real-time case management information. The new platform will be implemented utilizing a multi-phase approach; the first phase launched in August 2024.

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<sup>1</sup> Note that the DLR had one particularly complicated matter which took over two years to resolve. That single outlier is not included in the above average. If the outlier were included, the DLR’s average time to decision would be calculated at 389 days based on that single case.

## **OVERVIEW OF DLR SERVICES**

In order to provide prompt and fair resolution of labor disputes, the DLR provides the following services:

### **1. Initial Processing and Investigation of Prohibited Practice Charges**

The majority of DLR cases are unfair labor practice cases filed pursuant to G.L. c. 150A or G.L. c. 150E. Charges of prohibited practice may include various allegations, including, for example, allegations that an employer discriminated or retaliated against an employee because the employee had engaged in activities protected by law; allegations that an employer or employee organization failed to bargain in good faith; or allegations that an employee organization failed to properly represent a member of the bargaining unit.

After an initial review to determine if a case is properly before the DLR and that it meets the DLR's filing requirements, the Director will determine whether the case should be deferred to the parties' own contractual grievance procedure. A case that is properly before the DLR will be classified as a Level I or Level II case based on its relative impact to the public. Level I cases, where resolution of the dispute has the greatest urgency, will be processed first; the time frame for completion of the investigation will be within 60 days, depending on the level of urgency. During the past year, all COVID-related cases were assigned a Level I priority. Cases with less urgency are assigned a Level II priority and investigated between 60 and 90 days from the filing date.

During the investigation, the investigator is statutorily obligated to explore whether settlement of the charge is possible. If such discussions do not result in settlement, the investigator will proceed with a probable cause investigation. During the investigation, the parties are expected to present evidence from individuals with first-hand knowledge. The intent of the probable cause investigation is to have both parties present all evidence and, as a result, most investigations have the record closed at the end of the investigation. In FY2024, all investigations were conducted remotely via videoconference.

After a record is closed, an investigator will issue a probable cause determination, which is generally a written dismissal or a Complaint of Prohibited Practice. The investigator may also direct the charge to an alternative dispute resolution mechanism (including deferral to the parties' own grievance/arbitration procedure). Cases dismissed following an investigation may be appealed to the CERB. If affirmed by the CERB, appeals can be made to the Massachusetts Appeals Court.

If the probable cause determination results in a Complaint of Prohibited Practice, the case will be scheduled for a hearing on the merits to determine whether the respondent violated the law as alleged in the Complaint. The DLR will once again evaluate and differentiate the cases as Level I or Level II cases. Cases identified as Level I Complaint cases will be scheduled for hearing as soon as practicable, considering caseload and staffing, and depending on the level of urgency. In addition, because the DLR mandates mediation in all Level I cases, mediation must take place before the hearing. Cases identified as Level II cases are generally scheduled within a year from the date of the Complaint.

### **2. Hearings and Appeals**

After the hearing is scheduled on a Complaint of Prohibited Practice, but before it takes place, the DLR requires the parties to file a Joint Pre-Hearing Memorandum and attend a Pre-Hearing Conference to clarify the issues for hearing.

The Prohibited Practice Hearing is a formal adjudicatory process. Parties to the proceeding have the right to appear, to examine and cross-examine witnesses, to produce evidence, and to otherwise support or defend against the Complaint. All hearings are conducted in person. Sworn testimony is recorded and transcribed and, at the close of the hearing, the parties often provide the Hearing Officer with post-hearing legal briefs. The Hearing Officer then issues a written decision, determining whether a violation of the Law has occurred.

If a party disagrees with the Hearing Officer’s decision, the party can appeal to the CERB by filing a Request for Review. In most cases, both sides will file briefs with the CERB in support of their respective positions. After review of the record and consideration of the issues, the CERB will issue its decision, generally within six months after the appeal is filed. Once the CERB issues its decision, the decision is final and can be appealed only to the Massachusetts Appeals Court. DLR’s attorneys are authorized by statute to defend CERB decisions at the Appeals Court.

### **3. Representation Issues**

In all cases that involve representation issues, *i.e.*, representation or decertification petitions, written majority authorization petitions, and unit clarification cases, the DLR is statutorily mandated to determine an “appropriate” bargaining unit. To make that determination, the CERB considers community of interest among the employees, the employer’s interest in maintaining an efficient operation, and the employees’ interest (or lack thereof) in representation.

In all cases, the DLR assists and encourages the parties to reach an agreement concerning an appropriate unit. In FY2024, the DLR resolved 77% of its unit clarification cases through voluntary agreement over the scope of the bargaining unit and in 83% of election cases, elections were conducted after voluntary agreement over the scope of the bargaining unit. When no agreement is reached, a DLR Hearing Officer conducts a hearing, after which the CERB issues a written decision in the first instance based on the hearing record. The CERB will either dismiss the petition or define the bargaining unit and direct an election. There is no right to a court appeal from a representation decision.

#### **a. Representation Petitions and Elections**

The DLR is also responsible for conducting secret ballot elections for employees to determine whether they wish to be represented by a union. Elections are conducted whenever: (1) an employer files a petition alleging that one or more employee organizations claim to represent a substantial number of employees in a bargaining unit; (2) an employee organization files a petition, accompanied by an adequate showing of interest, alleging that a substantial number of employees wish to be represented by the petitioner; or (3) an individual files a petition accompanied by an adequate showing of interest, alleging that a substantial number of employees in the bargaining unit no longer wish to be represented by the current employee organization. Depending on the size of the unit and the relative cost, the DLR

conducts elections either on location or through mail-in ballots, however, in FY2024, all elections were conducted by mail.

In FY2024, the DLR docketed 33 representation petitions and conducted 12 elections, involving 208 voters. A chart detailing these representation elections is available in the Case Statistics section of this Report.

**b. Written Majority Authorization Petitions**

The Card Check Law (Chapter 120 of the Acts of 2007) provides that the DLR “shall certify to the parties, in writing, and the employer shall recognize as the exclusive representative for the purposes of collective bargaining of all the employees in the bargaining unit, a labor organization which has received a written majority authorization . . .” A union that provides the DLR (or a designated neutral) with proof of majority support (50% + 1) of an appropriate bargaining unit will be certified by the DLR as that bargaining unit’s exclusive bargaining representative without an election. The DLR-issued regulations provide respondents with the right to file objections and challenges prior to a certification. Since the Card Check Law requires certification within 30 days, the DLR works with the parties to expedite all written majority authorization petitions.

In FY2024, 33 written majority authorization petitions were filed. The DLR issued certifications in 26 petitions that were supported by a total of 479 written majority authorization cards. A chart detailing the written majority authorization certifications issued in FY2024 is available in the Statistical Reports section of this Report.

**c. Unit Clarification Petitions (CAS)**

A party to an existing bargaining relationship may file a petition with the DLR seeking to clarify or amend an existing bargaining unit or a DLR certification. Currently, the DLR investigates such petitions through a written investigation procedure and the CERB issues decisions resolving such cases. The information that an employer or employee organization must include in a Unit Clarification or CAS petition is specified in 456 CMR 14.03(2) and 14.04(2). Per 456 CMR 14.04(2), an individual employee has no right to file a CAS petition. Any CAS petition found to raise a question of representation must be dismissed and the question of representation addressed by filing a representation petition. In FY2024, the DLR received 15 CAS petitions.

**4. Labor Dispute Mediation**

One of the most important services offered by the DLR is labor dispute mediation in both the public and the private sectors. The DLR’s mediation services can be categorized as follows:

**a. Interest Mediation**

Interest mediation is contract negotiation mediation. The DLR provides mediators to assist parties from the public and private sectors who are involved in such disputes. The DLR’s jurisdiction extends to all public sector labor contract disputes, though contract disputes involving municipal police and firefighters are mediated through the procedures and rules adopted by the JLMC. The DLR

prioritizes interest mediation because the prevention and prompt settlement of labor contract disputes benefits the negotiating parties, and stable labor relations benefit the local community and the Commonwealth. As such, the DLR’s mediation services are one of the most cost efficient and valuable forms of local aid provided by the Commonwealth. If there are prohibited practice charges pending when a DLR mediator is involved in a contract dispute, the mediator will attempt to resolve the charges as part of the overall settlement. The laws and rules that the DLR enforces provide a roadmap of what occurs if negotiations break down. In all public sector cases, (except those involving police and fire), the next step is fact-finding, and the DLR maintains a panel of private neutrals to provide fact-finding services. In JLMC cases, the next step is arbitration, and the JLMC maintains a panel of private neutrals to provide arbitration services under the auspices of the JLMC. In FY2024, the DLR received 37 petitions for interest mediation and the JLMC received 32 petitions for interest mediation.

**b. Mediation of Prohibited Practice Charges**

The formal mediation of prohibited practices charges is an important feature of the reorganization statute (Chapter 145 of the Acts of 2007). The DLR affords the parties numerous opportunities, both formal and informal, to avail themselves of the DLR’s mediation services and requires mediation of all Level I prohibited practice hearings.

**c. Grievance Mediation**

The DLR provides mediation services to parties who desire to mediate grievances arising out of collective bargaining agreements. The DLR offers grievance mediation to all parties who file for grievance arbitration. In some cases, DLR mediators will assist parties on an ongoing basis to settle numerous grievances. The DLR received one request for grievance mediation during FY2024.

**5. Grievance Arbitration**

The DLR provides grievance arbitration services that are utilized by all sectors of the Commonwealth’s labor relations community. In the past fiscal year, the DLR received 39 grievance arbitration petitions from a variety of employer and employee representatives involving state, county, and municipal governments, including police departments, fire departments, public works departments, and school departments. Many of these disputes are settled before a hearing is held. If disputes are not settled, DLR arbitrators hold evidentiary hearings, hear arguments, and accept briefs. After the close of the hearing and submission of briefs, if any, the DLR arbitrator will issue an award.

**6. Investigation, Prevention and Termination of Strikes**

Strikes by public employees in Massachusetts are illegal per G.L. c. 150E, § 9A. When a public employer believes that a strike has occurred or is imminent, the employer may file a petition with the DLR for an investigation. Upon receipt, the DLR immediately schedules an investigation of the allegations contained in the petition and the CERB determines whether an unlawful strike has occurred or is about to occur. If the CERB finds unlawful strike activity, the CERB issues a decision either directing the striking employees to return to work or prohibiting them from striking. The CERB may issue additional orders designed to help the parties resolve the underlying dispute. Most strikes end after



the CERB issues an order, but Superior Court intervention is sometimes necessary to enforce the CERB’s order. Such litigation can result in court-imposed sanctions against strikers and/or their unions.

In FY2024, the DLR received two strike investigation petitions, both involving teachers at public schools. In one case, the CERB found that the union engaged in an unlawful withholding of services when its officers and membership boycotted a district-wide meeting on the educators’ first workday of the 2023-24 school year. Four months later, the School Committee filed a supplemental petition for strike investigation. The CERB conducted a further investigation two days later and later that evening issued a ruling finding that a strike was imminent and ordering the union not to engage in the strike. When the strike occurred, the DLR’s Chief Counsel went to Superior Court and obtained a preliminary injunction and subsequently a civil contempt order. DLR mediators and the DLR Director worked with the parties every day, often late into the evening, over the next two weeks in an attempt to resolve the dispute. At the same time, the DLR Chief Counsel pursued increasing civil penalties in Superior Court to induce the parties to reach agreement. In the end, the union was fined \$625,000, the strike ended, and the parties reaching an agreement on a new contract.

In the second case, the CERB conducted an investigation into a strike investigation petition the same day it was filed and issued a ruling later that evening finding that a strike was imminent and ordering the union not to engage in the strike. When the strike occurred the following day, the DLR Chief Counsel went to Superior Court and obtained a preliminary injunction and later, a civil contempt order. After five days of DLR mediation and \$50,000 in contempt fines, the DLR mediator brought the parties to an agreement ending the strike.

The prompt action of the CERB, DLR’s Chief Counsel, and DLR’s mediators helped to ensure continuity of instruction and minimized disruption for the affected students and parents. Further details on the CERB’s actions and the DLR’s Superior Court litigation are described in the Selected Decisions and Rulings of the CERB and Selected Litigation sections below.

## **7. Litigation**

As noted above, parties in prohibited practice cases issued by the DLR may appeal the final decision of the CERB to the Massachusetts Appeals Court. In those cases, in addition to serving as the lower court—responsible for assembling and transmitting the record for appellate review—the CERB is the appellee and the DLR’s Chief Counsel defends the CERB’s decision on appeal. Although rare, G.L. c.150E authorizes the DLR to seek judicial enforcement of its final orders in the Appeals Court or of its interim orders in strike cases in Superior Court. DLR attorneys represent the DLR and the CERB in such litigation. Further details on the DLR litigation efforts are described in the Selected Litigation section below.

## **8. Other Responsibilities**

### **a. Requests for Binding Arbitration (RBA)**

A party to a collective bargaining agreement that does not contain a grievance procedure culminating in final and binding arbitration may petition the DLR to order grievance arbitration. These Requests for

Binding Arbitration (“RBA”) are processed quickly by the DLR to assist the parties in resolving their grievances. In FY2024, the DLR received one request for binding arbitration.

**b. Information on Employee Organizations**

Pursuant to G.L. c. 150E, §§ 13 and 14, employee organizations are required to provide to the DLR the names and addresses of current officers, an address where notices can be sent, date of organization, date of certification, and the expiration date of signed agreements. Every employee organization is also required to file an annual report with the DLR containing: the organization’s aims and objectives, the scale of dues, initiation fees, fines and assessments to be charged to the members, and the annual salaries to its officers. Although chapter 150E authorizes the DLR to enforce these annual filings by commencing an action in the Superior Court, the DLR, by regulation, employs various internal case-processing incentives to ensure compliance with the filing requirements.

**c. Constituent Outreach**

In an effort to foster better labor relations, the DLR is always willing to make presentations before assembled labor and/or management representatives and speak about the latest developments at the DLR. Each year, the Director, the CERB, the DLR’s Chief Counsel, and DLR Hearing Officers participate in the planning and presentation of training and information for conferences conducted by the Association of Labor Relations Agencies and the New England Consortium of Labor Relations Agencies. Additionally, upon request, the DLR makes formal and informal presentations before various bar associations, union meetings, and employer association groups.

Selected Decisions and Rulings of the  
Commonwealth Employment Relations Board (CERB)  
July 1, 2023-June 30, 2024

**Unfair Labor Practices**

Malden Police Patrolmen’s Association and Malden Police Superior Officers Association and City of Malden, 50 MLC 5, MUPL-19-7698, MUPL-19-7699 (August 15, 2023) (CERB Decision on Appeal)

The City of Malden alleged that the respondent police unions violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Chapter 150E (the Law) by failing to provide any information in response to its request for information pertaining to the setting and modifying detail rates by the Detail Board. Pursuant to the parties’ collective bargaining agreements (“CBA”), the Detail Board controlled all matters relating to police details and was composed of the police unions’ presidents’ designees and elected bargaining unit members. The Hearing Officer had dismissed the charges on the grounds that the CBAs, not the Detail Board, set and modified the detail rate and therefore there were no responsive documents. The Hearing Officer had further held that any information the unions may have had was already within the City’s possession, such that the unions did not have to provide it.

The CERB affirmed that portion of the decision holding that the unions were not obligated to provide the city with information that it already had in its records. The CERB, however, reversed the Hearing Officer’s conclusion that the unions did not violate the Law because the requested information did not exist. The CERB (Wittner and Caldwell, with Member Strong concurring) found that while the CBAs set the base detail rate, they did not provide a mechanism by which the contractual increases were automatically implemented, nor did they include the figures needed to calculate the detail rate increases. Rather, the record showed that the Detail Board either made or approved the calculations and then sent memos to bargaining unit members and contractors announcing the rate increases and when they would go into effect. Because the record showed that Detail Board members periodically communicated amongst themselves via text and personal email regarding Detail Board business, the CERB concluded that the unions violated the Law when they failed to search their texts or private emails for information concerning the setting or modifying of the detail rate.

APPEAL DISMISSED (for failure to docket appeal after record assembly)

Essex North Shore Agricultural & Technical School District and AFSCME Council 93, 50 MLC 76, MUP-20-8072 (October 20, 2023) (CERB Decision on Appeal)

The CERB affirmed a Hearing Officer’s decision holding that the employer failed to bargain in good faith by changing employees’ summer work schedules by reducing their hours and by requiring them to use personal leave, vacation leave, or unpaid leave on certain Fridays without first bargaining to resolution or impasse with the union over the change. On appeal, the CERB rejected the employer’s contention that the decision to reduce employees’ hours on Fridays as a means of implementing its level of services decision was a non-bargainable level of services decision. The CERB also rejected the employer’s affirmative defenses of waiver by contract and waiver by inaction.

## APPEAL PENDING

Commonwealth of Massachusetts (Massachusetts Emergency Management Agency) and NAGE, 50 MLC 87, SUP-20-8314 (November 6, 2023) (CERB Decision on Appeal)

The CERB affirmed a Hearing Officer's decision holding that the Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency, violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Chapter 150E when it: (1) eliminated a bargaining unit member's stand-by pay during such time that it required the employee to be available for work, without giving NAGE prior notice and an opportunity to bargain to resolution or impasse over that decision and its impacts on the employee's terms and conditions of employment; and (2) repudiated an agreement to pay that bargaining unit member stand-by pay pursuant to Article 7.6 of the parties' collective bargaining agreement.

## NOT APPEALED

Andover Education Association and Andover School Committee, 50 MLC 122, MUPL-22-9378 (March 4, 2024) (CERB Decision in the First Instance)

The CERB held in the first instance that the Andover Education Association failed to bargain in good faith and violated Section 10(b)(2) of Chapter 150E when it bypassed the School Committee by advocating for a warrant article at a Special Town Meeting that provided for a "one-time pandemic stipend and retention premium for educational support professionals" to be funded out of Federal Coronavirus State and Local Fiscal Recovery Funds authorized under the American Recovery Plan Act ("ARPA"). The CERB found that the Education Association's efforts to seek wage increases through the Town Meeting process, outside of collective bargaining, violated the Law as alleged.

## APPEAL PENDING

Boston School Committee and Boston Teachers Union, 50 MLC 128, MUP-20-7886 (March 13, 2024) (CERB Decision on Appeal)

The CERB partly affirmed and partly reversed a Hearing Officer's decision concerning the transfer of bargaining unit work outside of a Boston Teachers Union ("BTU") unit. Where some bargaining unit members were members of a School Site Council ("SSC") and present at a meeting where a school principal announced that he intended to eliminate a bargaining unit position and replace it with a non-unit position, the Hearing Officer found that these unit members were the BTU's representatives on the SSC and thus, the BTU knew or should have known of the facts that formed the basis of its charge when they were announced and voted on at the SSC meeting. The CERB disagreed that the members were the BTU's representatives, and instead found that the charge was within the six-month statute of limitations. The CERB held that the period of limitations began to run several months later, when a Union official first became aware that a bargaining unit position had been eliminated and was being replaced by the non-unit Climate and Control Manager position. The CERB remanded this aspect of the complaint back to the Hearing Officer to make subsidiary findings of fact and to render a decision on the merits of the transfer allegation. The CERB, however, affirmed the Hearing Officer's

conclusion that the BTU had not met its burden of providing evidence that the School Committee unlawfully transferred bargaining unit work to the non-unit position of Transportation Operational Leader.

NOT APPEALED

### **Representation, Unit Clarification, and Written Majority Authorization Rulings<sup>2</sup>**

City of Somerville & Somerville Municipal Employees, 50 MLC 13, MCR-23-9789 (August 28, 2023) (CERB Decision and Direction of Election)

The CERB found that contract language in a previous CBA did not bar the Union from seeking to add 311 call representatives to its bargaining unit of clerical, administrative and other City employees. Finding that the 311 representatives shared a community of interest with the unit, the CERB ordered the add-on election.

Suffolk County District Attorney's Office and AFSCME Council 93, 50 MLC 56, SCR-23-10200 (September 29, 2023) (CERB Jurisdictional Ruling)

On a representation petition filed by AFSCME Council 93 seeking to represent a bargaining unit of assistant district attorneys who work at the Suffolk County District Attorney's Office, the CERB dismissed the petition for lack of jurisdiction based on G.L c. 12, §16, which states that Chapter 150E "shall not apply" to assistant district attorneys.

Berkshire Roots, Inc. and Logan Eichelser and United Food & Commercial Workers Union, Local 1459, 50 MLC 117, CR-22-9430 (February 26, 2024) (CERB Ruling on Motion to Dismiss)

After the United Food & Commercial Workers Union ("UFCW") and the employer entered into an agreement in which they settled two unfair labor practice "blocking" charges by agreeing to extend the certification year for approximately two months beyond the date of the settlement and to continue bargaining for a first contact during that period, the Union filed a motion with the DLR seeking to dismiss a decertification petition that had been blocked by the unfair labor practice charges. The CERB granted the motion over the petitioner's and employer's opposition based on Commonwealth of Massachusetts, 17 MLC 1650, 1651, SCR-22-1 (April 9, 1991), in which the CERB held that if a prohibited practice complaint results in issuance of a remedial order or *settlement* that requires the employer to bargain with the incumbent, the petition will be dismissed, but following the remedial bargaining period and expiration of the extended certification year, a new petition, supported by appropriate and sufficient showing of interest, may be timely filed.

Gloucester School Committee and Gloucester Teachers Association, 50 MLC 135, CAS-23-10146 (March 4, 2024) (CERB Decision)

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<sup>2</sup> In general, the CERB's representation rulings are not considered final decisions that can be appealed directly to the Appeals Court. See Collective Bargaining Reform Association v. Labor Relations Commission, 436 Mass. 197 (2002).

The CERB accreted a new position, Science Center Coordinator, into the Gloucester Teachers Association's Unit A, a bargaining unit of teachers and other professional employees. The CERB (Wittner and Strong, with Member Caldwell concurring) found that the Science Center Coordinator shared a sufficient community of interest with Unit A employees in terms of teaching, curriculum development, professional development, and administrative duties and that placing her in that unit would not create any inherent conflicts of interest because the position was not supervisory.

City of Somerville and Somerville Municipal Employees Association, 50 MLC 157, CAS-23-9758 (March 19, 2024) (CERB Decision)

The CERB granted the Somerville Municipal Employees Association's ("SMEA") petition to accrete the newly created position of Inspectional Services Department Liaison to Unit D, a bargaining unit of specialized employees in the City of Somerville. In the absence of evidence or argument that the position was managerial, supervisory, or confidential, the CERB found that the position shared a community of interest with other Inspectional Services Department Unit D employees in terms of duties, hours, training, and experience and educational requirements. The CERB found that the employer's expectation that this person would be the point person for addressing complex permitting issues with business developers and the mayor did not affect this community of interest.

City of Boston and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, 50 MLC 165, MCR-23-10307 (April 2, 2024) (CERB Decision and Direction of Election)

After hearing, the CERB ordered an election to add all full-time and regular part-time employees in the City's Office of Youth and Employment Opportunity to the petitioner's existing citywide bargaining unit of administrative and supervisory employees. The CERB found no evidence to support the City's arguments that two employees, the Officer & Operations Manager and the Data, Research and Operations Manager, were confidential and/or managerial employees. The CERB also found that the petitioned-for employees shared a community of interest with the existing bargaining unit. For this and other reasons, the CERB rejected the City's contention that the CERB should order an election in a separate department-wide unit instead of ordering an add-on election.

Lower Pioneer Valley Educational Collaborative and Lower Pioneer Valley Educational Collaborative Educators Union, 50 MLC 173, WMAM-23-10111 (April 17, 2024) (CERB Decision)

Where a reinvestigation of a certification revealed no evidence that the administrative assistant to the Principal/Director of the Lower Pioneer Valley Career and Technical Education Center had significant access or exposure to confidential information, the CERB concluded that the incumbent was not a confidential employee within the meaning of Section 1 of Chapter 150E and declined to exclude that position from the certified unit.

Boston School Committee and Boston Teachers Union, Local 66 & Boston Association of School Administrators and Supervisors, 50 MLC 195, CAS-21-8555, CAS-21-8796 (May 21, 2024) (CERB Decision)

The issue before the CERB was whether multiple positions that perform non-instructional duties generally aimed at improving school climate, culture, and student performance in various locations throughout the Boston Public Schools should be accreted to the bargaining unit of teachers and other personnel represented by the Boston Teachers Union, Local 66 (“BTU”), or to the bargaining unit of administrators and supervisors represented by the Boston Association of School Administrators and Supervisors (“BASAS”). A secondary issue was whether one of the petitioned-for positions, the Homeless Education Resource Network (“HERN”) Help Service Coordinator, is a managerial employee as defined in Section 1 of Chapter 150E. The CERB accreted the climate and culture positions to the BASAS bargaining unit. The CERB further concluded that the HERN Help Service Coordinator is not a managerial employee and accreted that title to the BTU’s bargaining unit.

National Correctional Union Employees and Barnstable County Sheriff’s Office, 50 MLC 205, WMAS-24-10472 (June 17, 2024) (CERB Ruling on Request to Reinvestigate)

The CERB denied the employer’s request to reinvestigate a certification by written majority authorization. The employer argued that the DLR Neutral had incorrectly resolved its outcome determinative challenges regarding two nursing titles. Relying on Southeastern Massachusetts Regional 911 District, 47 MLC 66 (2020), the CERB held that there is no statutory or regulatory right of review of challenges that a neutral investigates and resolves during the written majority authorization verification process and that, pursuant to 456 CMR 14.15, the employer had failed to establish good cause for reinvestigation

### **Strikes**

Newton Teachers Association and Newton School Committee, 50 MLC 39, SI-23-10203 (September 26, 2023) (Ruling on Strike Petition and Interim Order)

After investigating a strike petition filed by the Newton School Committee, the CERB (Wittner and Caldwell, with Member Strong concurring) concluded that the Newton Teachers Association (“NTA”), its officers and membership engaged in an unlawful strike when they boycotted a district-wide meeting on the educators’ first workday of the 2023-24 school year, and that the NTA, its officers, and its president unlawfully induced, encouraged, and condoned that strike. The CERB concluded, however, that the NTA and its membership were not engaging in a strike, work stoppage, slowdown, or other withholding of services by remaining silent during certain staff meetings.

Andover Education Association & Andover School Committee, 50 MLC 94, SI-23-10320 (November 9, 2023) (Ruling on Strike Petition and Interim Order)

After holding a strike investigation in which the School Committee offered uncontested evidence that the Andover Education Association was planning a strike and had voted to go on strike “immediately” on the afternoon of the strike investigation, the CERB found that a strike was about to occur and that the Andover Education Association and its officers had induced, encouraged and condoned the strike in violation of Section 9A(a) of Chapter 150E.

Newton Teachers Association and Michael Zilles, in his capacity as President of the NTA, and

Newton School Committee, 50 MLC 105, SI-23-10203 (January 24, 2024) (CERB Amended Ruling on Supplemental Strike Petition)

After holding a strike investigation in which the Newton School Committee offered unrefuted evidence that the Newton Teachers Association (“NTA”) was going to hold a strike vote on January 18, 2024, to commence a strike on January 19, 2024, the CERB issued a ruling concluding that a strike was about to occur and that the NTA and its officers, and Michael Zilles in his capacity as President of the NTA, was inducing, encouraging, or condoning the strike in violation of Section 9A(a) of Chapter 150E. The CERB issued an Order that, among other things, ordered the Respondents to cease and desist from engaging in or threatening to engage in a strike or work stoppage and from inducing, encouraging, or condoning any strike or work stoppage.

**Miscellaneous Rulings**

Andover Education Association and Andover School Committee, 50 MLC 189, MUPL-22-9378 (April 29, 2024) (CERB Ruling on Respondent’s Motion to Stay Enforcement of CERB Order Pending Appeal)

The CERB granted a motion filed by the Andover Education Association (“AEA”) seeking to stay the portion of the CERB’s order requiring it to post a notice, pending a decision by the Appeals Court. The order stemmed from a CERB decision in the first instance which found that the AEA had violated Chapter 150E when it bypassed the collective bargaining process with the Andover School Committee and sought \$800 stipends for Instructional Assistants through the Town Meeting process. Over the School Committee’s objection, the CERB allowed the motion given the significance of the issue raised—the interaction of protected political speech with the good faith bargaining requirement imposed by Chapter 150E.



**Selected Litigation  
July 1, 2023 – June 30, 2024**

**Overall Status of Judicial Appeals<sup>3</sup> at Close of FY23**

|   |  |   |  |
|---|--|---|--|
| This list of cases has been currently that are pending briefing, oral argument, or where oral argument is complete and a decision is forthcoming. | Total Records Assembled                          | 7 | reflects closed cases and where a final court decision issued only. There are cases entered in the Appeals Court |
|   | Total Cases Closed                               | 9 |  |
|   | Total Cases Pending Before Appeals Court or SJC  | 7 |  |
|   | Total Cases Pending Record Assembly <sup>4</sup> | 0 |  |

**Cases Withdrawn and/or Dismissed Prior to a Decision at the Appeals Court**

*Steven Vigneault and IBPO*, DLR Case No. MUPL-17-5778 (Probable Cause Dismissal).<sup>5</sup> Notice of appeal filed but withdrawn prior to record assembly.

*Dora Locke and Fitchburg School Committee*, DLR Case No. MUP-21-8974 (Probable Cause Dismissal). Withdrawn after record assembly and prior to docketing at the Appeals Court.

*Dora Locke and Fitchburg Education Association*, DLR Case No. MUPL-22-9250 (Probable Cause Dismissal). Withdrawn after record assembly and prior to docketing at the Appeals Court.

*Boston Police Detectives and City of Boston*, DLR Case No. MUP-21-9004 (Probable Cause Dismissal). Notice of appeal filed but withdrawn prior to record assembly.

*City of Malden and Malden Police Patrolmens Ass’n and Police Superior Officers*, 50 MLC 5, MUPL-19-7698, MUP-19-7699 (Aug. 15, 2023) (CERB Reversal of Hearing Officer decision). Dismissed for failure to docket appeal at the Appeals Court after record assembly.

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<sup>3</sup> The numbers for the records assembled, cases closed, and records pending record assembly represent cases appealed pursuant to G.L. c. 150E, § 11. The total cases pending before the Appeals Court or SJC represent the total pending Appeals Court or SJC cases in which the CERB is a party.

<sup>4</sup> As of fiscal year 2024, the DLR no longer has a backlog of cases pending record assembly for entry in the Appeals Court.

<sup>5</sup> The CERB does not publish its reviews of probable cause dismissals in the Massachusetts Labor Cases (“MLC”) reporters.

*Berkshire Roots and UFCW and Logal Eichelser*, 50 MLC 117, CR-22-9430 (Feb. 26, 2024) (Ruling on Motion to Dismiss Decertification Petition). Dismissed for failure to docket appeal at the Appeals Court after record assembly.

### **Judicial Appeals of CERB Decisions Affirming Probable Cause Dismissals**

*Stephen Borden v. Commonwealth Employment Relations Board*, 104 Mass. App. Ct. 1103 (April 24, 2024) (unpublished opinion). Appeals Court Docket No. 2023-P-0959.

DLR case: *Stephen Borden and Boston Police Patrolman’s Association*, MUPL-22-9689 (June 9, 2023) (unpublished).

The Charging Party filed a Charge of Prohibited Practice on November 12, 2022, alleging that the Boston Police Patrolmen’s Association (“Union”) had engaged in prohibited practices within the meaning of Section 10(b)(1) of G.L. c. 150E by failing its duty of fair representation to him. The Charging Party was a former police officer with the Boston Police Department in the 1980s. He was arrested in 1989, and called the Union seeking assistance but the Union did not return his calls or represent him in his criminal case. The Charging Party was convicted of a misdemeanor and served a six-month prison sentence in 1990-91. It was unclear precisely when the Police Department terminated his employment, but the record established that he did not return to work after his release. The Charging Party continued to call the Union on a fairly regular basis, without a response, until he moved out of Massachusetts later in 1992. During the DLR investigation he admitted that “he was aware as far back as 1992 that his efforts to have the Union return his calls was futile.” A DLR Investigator dismissed the charge on the basis that it was untimely where the Charging Party knew that the Union did not represent him in the 1989 criminal proceedings more than 30 years before he filed his charge, so his allegation that the Union failed to represent him in the criminal matter was untimely filed. With respect to the allegation that the Union failed to return his phone calls, the Investigator also found that the Charging Party was aware, as early as 1992, that his efforts to have the Union return his calls regarding reinstatement were futile, and therefore that allegation was untimely as well.

The CERB affirmed the DLR Investigator’s decision. The Charging Party appealed the CERB’s dismissal to the Appeals Court. The Appeals Court affirmed the CERB’s decision for the reasons stated by the Investigator and the CERB.

### **Judicial Appeals of CERB Decisions on Appeal of Hearing Officer Decisions**

*David C. Turley v. Commonwealth Employment Relations Board*, 104 Mass. App. Ct. 1108 (May 28, 2024) (unpublished opinion), further appellate review denied, 494 Mass. 1106 (Aug. 2, 2024). Appeals Court Docket No. 2023-P-0745.

DLR case: David Turley and International Longshoremen’s Association Local 809, 49 MLC 274, UPL-18-6690 (April 14, 2023).

The CERB overturned a Hearing Officer’s finding that the International Longshoremen’s Association Local 809 (“Union”) violated its duty of fair representation to the charging party, David Turley. Turley, a terminal operator employed by the Massachusetts Port Authority (“Massport”), filed a charge alleging that the Union breached its duty of fair representation to him by, among other things, not pursuing a grievance he filed in May 2018 concerning the seniority provisions of the collective bargaining agreement.

Turley argued that the Union was unlawfully motivated by the Union President’s, Philip McGee, self-interest in Turley’s grievances and the seniority dispute. The CERB rejected this argument based on three key factors: (1) there was an unprecedented, genuine dispute among the union membership about the interpretation of the collective bargaining agreement that affected all members of the unit; (2) the employer, Massport, informed the Union that it would not take a position on the seniority dispute and left it to the Union to resolve; (3) the Union took steps to resolve the dispute in a democratic manner and there was no evidence that the Union’s decision-making was unduly influenced by McGee’s self-interest.

The Appeals Court affirmed the CERB’s decision, holding that the CERB’s findings were supported by substantial evidence in the record and are accordingly entitled to deference by the Court. Turley applied for further appellate review of the Appeals Court decision, which was denied on August 2, 2024.

***City of Newton v. Commonwealth Employment Relations Board***, 104 Mass. App. Ct. 203 (May 22, 2024), further appellate review granted, 494 Mass. 1105 (September 6, 2024). Appeals Court Docket No. 2023-P-0455.

DLR case: Newton Police Superior Officers Association and City of Newton, 49 MLC 237, MUP-18-6946, MUP-19-7379 (Feb. 22, 2023).

The Hearing Officer dismissed a consolidated complaint that alleged that the City of Newton violated Section 10(a)(3) and, derivatively Section 10(a)(1) of G.L. c. 150E when it took three separate adverse actions against the Union President in retaliation for his protected concerted activity, including involuntarily transferring him from a sergeant specialist position on the day shift to a night shift position in the patrol bureau.<sup>6</sup> The Union appealed this dismissal of all three counts to the CERB and the City filed a cross-appeal alleging that the Hearing Officer applied the incorrect *prima facie* standard when she failed to require the Union to prove that Union President had a “generally good work record” and that the transfer was not an adverse action for the purposes of establishing a *prima facie* case under G.L. c. 150E, § 10(a)(3).

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<sup>6</sup> The Hearing Officer’s decision is reported at 48 MLC 125 (Nov. 2, 2021).

The CERB reversed the Hearing Officer’s dismissal of the involuntary transfer but affirmed the dismissal of the remaining two counts. The CERB found that proving a generally good work record was not an element of the *prima facie* case. The CERB also found that the city had not met its burden of producing evidence demonstrating that the legitimate reason it provided for the involuntary transfer was actually a motive in its decision. Having failed to dispel the presumption of discrimination established by the *prima facie* case, the CERB concluded that the transfer was unlawfully motivated. In so holding, the CERB rejected the City’s cross-appeal that the involuntary transfer did not constitute an adverse action for purposes of establishing a prima facie case of unlawful retaliation. The CERB found that a reasonable person in the Union president’s shoes would view a sudden involuntary transfer from six years of working on a day shift with weekends and holidays off, to a night shift position with a schedule that could routinely include working weekends and holidays, to be a material and objective change sufficient to constitute an adverse action.

Following the City’s appeal of the CERB’s decision, the Appeals Court reversed the CERB’s decision on the basis that the transfer was not an adverse action, and that the CERB incorrectly found that the City did not meet its burden of production. The Appeals Court determined that the transfer with a change in hours and schedule was insufficient to establish an objective material change in the terms and conditions of the Union President’s employment because he only testified that the schedule changed adversely impacted his family life rather than his working conditions. Further, the Appeals Court reasoned that that where a union has bargained for a benefit in exchange for undesirable employment conditions, an employee covered by that bargain cannot suffer from an adverse employment action. In this case, the Union had bargained for a shift differential for working the night shift. The Appeals Court upheld the CERB’s determination that a proving a generally good work record was not an element of the prima facie case.

The CERB and the Union applied for further appellate review of the Appeals Court decision, which was granted, and the matter is pending before the Supreme Judicial Court. See *City of Newton v. Commonwealth Employment Relations Board*, SJC Docket No. SJC-13655.

### **Enforcement Actions in Superior Court**

***Commonwealth Employment Relations Board v. Haverhill Educators Association, Massachusetts Teachers Association, et al.***, Essex County Superior Court Civil Action No. 2277CV00990.

**DLR case:** *Haverhill School Committee and Haverhill Education Association, Massachusetts Teachers Association, et al.*, 49 MLC 112, SI-22-9605 (Oct. 15, 2022).

On October 12, 2022, the Haverhill School Committee (“School Committee”) filed a strike petition with the CERB alleging that a strike by its public-school employees within the meaning of G.L. c.150E, § 9A was about to occur and that the strike was being induced, encouraged, or condoned by the Haverhill Education Association (“HEA”) and the Massachusetts Teachers Association (“MTA”). After an

investigation of the strike petition on October 13-14, 2022, the CERB issued a ruling from the bench at or about 4:15 p.m., as to the HEA, and informed the parties that it would later issue a written ruling with respect to the MTA and other respondents. At or about 5:00 p.m. on Friday, October 14, 2022, the HEA and the employees it represents voted to go on an open-ended strike beginning on Monday, October 17, 2022.

On October 15, 2022, the CERB issued a written Ruling on Strike Petition and Interim Order (“Interim Order”). The CERB found that the HEA and the employees it represents were about to engage in a strike in violation of G.L. c. 150E, § 9A(a), and that the MTA, the HEA, and certain HEA officers in their official capacities, had induced, encouraged, and condoned the strike, work stoppage, slowdown, or other withholding of services, also in violation of Section 9A(a). The CERB’s Interim Order required the HEA and MTA to “cease and desist from inducing, encouraging, or condoning any strike, work stoppage, or other withholding of services,” to “publicly disavow and disclaim any strike vote that may have taken place between the conclusion of the strike investigation and this Order, the planned strike, work stoppage, slowdown, or other withholding of services and any and all other illegal strike activity;” and to “notify the DLR in writing of the steps taken to comply with this Order . . .” On October 16, 2022, the MTA filed an Interim Response to the CERB which indicated that the MTA had not taken any steps to comply with the CERB’s Interim Order. On Monday, October 17, 2022, by failing to report to work on a regularly scheduled workday, the HEA and its employees engaged in a strike in violation of both G.L. c. 150E, § 9A(a) and the CERB’s Interim Order.

Pursuant to G.L. c. 150E, § 9A(b) and Mass. R. Civ. P. 65(a), the CERB instituted proceedings against the HEA and MTA in Essex County Superior Court on October 17, 2023, seeking full compliance with the CERB’s Interim Order. The Court issued an *ex parte* temporary restraining order on October 17, 2023, which only applied to HEA. On October 18, 2022, the Court held a hearing on the CERB’s request for a preliminary injunction. The Court issued a preliminary injunction as to HEA and MTA the same day. On October 19, 2022, the CERB filed a Verified Complaint for Civil Contempt as a result of HEA and MTA’s failures to comply with the Court’s preliminary injunction. After a contempt hearing on October 19, 2022, the Court issued a contempt order that required HEA and MTA to pay a coercive, prospective fine, to ensure their compliance with the Court’s Preliminary Injunction, in the amount of \$50,000, starting on October 19, 2022, at 4:30 p.m. and escalating each day by \$10,000. HEA and MTA failed to comply with the Preliminary Injunction by October 19, 2022, at 4:30 p.m., thereby incurring \$50,000 in fines each. HEA continued striking on October 20, 2022, thereby incurring an additional \$60,000 in fines. HEA and the School Committee reached a tentative collective bargaining agreement on the night of October 20, 2022, and HEA and its members returned to work on October 21, 2022. Shortly thereafter, HEA and MTA fully complied with the CERB’s Interim Order and the Preliminary Injunction.

Upon motion by the CERB and the School Committee, the Court entered a final judgment on May 3, 2024, in the amount of \$110,000 against the HEA and \$50,000 against the MTA.

The MTA filed an appeal of the Superior Court’s final judgment, which is pending in the Appeals Court. See *Massachusetts Teachers Association v. Commonwealth Employment Relations Board*, Appeals Court Docket No. 2024-P-0895.

***Commonwealth Employment Relations Board v. Woburn Teachers Association, et al.***, Middlesex County Superior Court, Civil Action No. 2381CV00288.

DLR case: *Woburn School Committee and Woburn Teachers Association, Massachusetts Teachers Association, et al.*, 49 MLC 222, SI-23-9811 (Jan. 27, 2023).

On January 24, 2023, the Woburn School Committee (“School Committee”) filed a strike petition with the CERB alleging that a strike by its public school employees within the meaning of G.L. c. 150E, § 9A was about to occur and that the strike was induced, encouraged, or condoned by the Woburn Teachers Association (“WTA”), the Union President, in her official capacity, and the Massachusetts Teachers Association (“MTA”).

After a strike investigation held on January 26, 2023, the CERB issued a written Ruling on Strike Petition and Interim Order on January 27, 2023. The CERB found that the WTA and the employees that it represents were about to engage in a strike in violation of G.L. c. 150E, § 9A(a), and that the Union President, in her official capacity, had induced, encouraged, and condoned the strike. The CERB did not rule as to the MTA at that time. Notwithstanding the CERB’s Interim Order, the WTA and its members voted to go on strike and the strike began on Monday, January 30, 2023.

Pursuant to G.L. c. 150E, § 9A(b) and Mass. R. Civ. P. 65(a), the CERB instituted proceedings against the WTA and the Union President, in her official capacity, in Middlesex County Superior Court on January 30, 2023, seeking full compliance with the CERB’s Interim Order. The Court held a hearing on the CERB’s request for a preliminary injunction, and one was issued the same day, requiring, among other things, the WTA and its members to cease and desist from striking. The strike continued on January 31, 2023, so the CERB, on the same day, filed a Complaint for Contempt. An evidentiary hearing on the Complaint for Contempt was held on February 1, 2023. The same day, the Court issued a decision finding the WTA and the Union President, in her official capacity, in contempt and issued a coercive prospective fine starting on February 2, 2023, in the amount of \$40,000, that continued day to day and increased by an additional \$5,000 each day the injunction was violated. The WTA and its members continued to strike on February 2 and 3, 2024, thereby incurring \$40,000 in fines on February 2, 2023, and \$45,000 on February 3, 2023. The WTA failed to fully comply with the injunction on Saturday, February 4, 2023, by failing to make a statement that the strike was over, and that its employees will return to work. The WTA did not make this statement until February 5, 2023, when the WTA and the School Committee reached a tentative collective bargaining agreement. However, on October 19, 2023, the Court declined the CERB’s motion to fine WTA for February 4, 2023, on the basis that the Court’s contempt order contained ambiguity as to whether fines would incur on a weekend and held that a

judgment would be entered in the amount of \$85,000 against the WTA for its contempt of court on February 2, 3, 2023.

The Court entered a final judgment on September 9, 2024, in the amount of \$85,000 against the WTA.

***Commonwealth Employment Relations Board v. Massachusetts Teachers Association***, Middlesex County Superior Court, Civil Action No. 2381CV00328.

DLR case: *Woburn School Committee and Woburn Teachers Association, Massachusetts Teachers Association, et al.*, 49 MLC 230, SI-23-9811 (Jan. 31, 2023).

On January 31, 2024, the CERB issued a Second Ruling on Strike Petition and Interim Order Pertaining to MTA (“Second Interim Order”) relating to the strike by the Woburn Teachers Association (“WTA”) and its members, holding that the MTA had induced, encouraged, and condoned the WTA’s strike in violation of Section 9A(a) of Chapter 150E of the General Laws.

The CERB’s Second Interim Order required the MTA to “cease and desist from inducing, encouraging, or condoning any strike, work stoppage, or other withholding of services,” to “publicly state, no later than 5:00 PM on January 31, 2023 that (1) any strike that has resulted from the strike vote that was scheduled to take place on January 27, 2022, as well as any other work stoppage, slowdown, or other withholding of services is illegal and must therefore cease” and to “notify the [DLR] in writing of the steps taken to comply with this Order by no later than Tuesday, January 31, 2023, at 5:00 PM.” On January 31, 2023, the MTA filed a report to the CERB describing the steps it had taken to comply with the CERB’s Second Interim Order. The report stated that the MTA would soon post on their website both the Second Interim Order and a statement that the strike is unlawful, but that it “could not” direct the WTA’s members to return to work.

Pursuant to G.L. c. 150E, § 9A(b) and Massachusetts Rule of Civil Procedure 65(a), the CERB instituted proceedings on February 1, 2023, against the MTA in Middlesex County Superior Court, seeking full compliance with the CERB’s Interim Order. A hearing on the CERB’s request for a preliminary injunction was held on February 3, 2023, and a preliminary injunction order against the MTA was issued the same day. The WTA ended its strike over the weekend and the MTA complied with the CERB’s Interim Order and the Court’s preliminary injunction thereafter. As such, the injunction was dissolved and a stipulation of dismissal of the matter was filed on March 24, 2023.

***Commonwealth Employment Relations Board v. Andover Education Association***, Essex County Superior Court, Civil Action No. 2377CV01082.

DLR case: *Andover School Committee and Andover Education Association et al.*, 50 MLC 94, SI-23-10320 (Nov. 9, 2023).

On November 9, 2023, the Andover School Committee (“School Committee”) filed a strike petition with the CERB alleging that a strike by its public-school employees within the meaning of

G.L. c. 150E, § 9A was about to occur and that the strike was induced, encouraged, or condoned by the Andover Education Association (“AEA”), and the Union President, in his official capacity.

The CERB held a strike investigation on November 9, 2023. At the strike investigation, one of the School Committee’s witnesses testified that he just learned, at or about 5:00 p.m., that the AEA voted to go on strike immediately. The same day, the CERB issued a written Ruling on Strike Petition and Interim Order. The CERB found that the AEA and the employees that it represents held a vote authorizing an immediate strike and are about to engage in a strike in violation of G.L. c. 150E, § 9A(a), and that the Union President, in his official capacity, had induced, encouraged, and condoned the strike. Among other things, the CERB ordered the AEA to cease and desist from engaging or threatening to engage in a strike. Notwithstanding the CERB’s Interim Order, the AEA and its members went on strike on Friday, November 10, 2023.

Pursuant to G.L. c. 150E, § 9A(b) and Mass R. Civ. P. 65(a), the CERB instituted proceedings against the AEA and the Union President, in his official capacity, in Essex County Superior Court on November 10, 2023, seeking full compliance with the CERB’s Interim Order. The Court held a hearing on the CERB’s request for a preliminary injunction, and one was issued the same day, requiring, among other things, the AEA and its members to cease and desist from striking and to publicly state that the strike was cancelled and that there would be no continued strike action.

The strike continued on November 13, 2023, so the CERB, on the same day, filed a Complaint for Contempt which was heard the same day. The Court issued a decision the same day finding the AEA, its officers, and the employees it represents were in contempt and issued coercive prospective fines starting on November 13, 2023 at 6:00 p.m., in the amount of \$50,000, that continued day-to-day and increased by an additional \$10,000 each day the injunction was violated. The AEA failed to fully comply with the Court’s injunction order by 6:00 p.m. on November 13, 2024 and therefore incurred a fine of \$50,000. After the AEA and the School Committee reached a tentative successor collective bargaining agreement, the AEA announced that the strike was over at or around 5:00 p.m. on November 14, 2023; its bargaining unit members returned to work on November 15, 2023. After the AEA paid the \$50,000 fine incurred, confirmed compliance with the CERB’s Interim Order and the Court’s injunction, the AEA ratified the collective bargaining agreement, and the School Committee approved the collective bargaining agreement, the CERB, AEA, and School Committee filed a Stipulation of Dismissal of the Superior Court matter.

***Commonwealth Employment Relations Board v. Newton Teachers Association, et al.***, Middlesex County Superior Court, Civil Action No. 2481CV00148.

DLR case: *Newton School Committee and Newton Teachers Association, et al.*, 50 MLC 105, SI-23-10203 (Jan. 24, 2024).

On January 16, 2024, the Newton School Committee (“School Committee”) filed a strike petition with the CERB alleging that a strike by its public school employees within the meaning of G.L. c. 150E, § 9A was about to occur and that the strike was induced, encouraged, or condoned by the Newton Teachers Association (“NTA”), and the Union president.



After a strike investigation held on January 18, 2024, the CERB issued a written Ruling on Strike Petition and Interim Order the same day (“Interim Order”).<sup>7</sup> The CERB found that the NTA and the employees that it represents were about to engage in a strike in violation of Section 9A(a) of Chapter 150E of the General Laws, and that the Union president, in his official capacity, had induced, encouraged, and condoned the strike. Notwithstanding the CERB’s Interim Order, the NTA and its members voted to go on strike and the strike began on Friday, January 19, 2024.

Pursuant to G.L. c. 150E, § 9A(b) and Mass R. Civ. P. 65(a), the CERB instituted proceedings against the NTA and the Union president, in his official capacity, in Middlesex County Superior Court on January 19, 2024, seeking full compliance with the CERB’s Interim Order. The Court held a hearing on the CERB’s request for a preliminary injunction, and one was issued the same day, requiring, among other things, the NTA and its members to cease and desist from striking. The strike continued on Monday, January 22, 2024, so the CERB, on the same day, filed a Complaint for Contempt. The same day, the Court issued a decision finding the NTA and the Union president, in his official capacity, in contempt and issued a coercive prospective fine starting on January 22, 2024, in the amount of \$25,000; the fines increased to \$50,000 if the NTA failed to fully comply by 8:00 p.m. on January 23, 2024; \$100,000 if the NTA failed to fully comply by 8:00 p.m. on January 24, 2024; \$200,000 if the NTA failed to fully comply by 8:00 p.m. on January 25, 2024. The Court tentatively scheduled a hearing for January 26, 2024 if the NTA’s noncompliance continued after January 25, 2024.

The NTA continued to strike through January 25, 2024, and the Court held a hearing on January 26, 2024. After the hearing on January 26, 2024, the Court declined to continue issuing escalating daily fines, and instead ordered that if the NTA failed to fully comply with the Court’s preliminary injunction by Sunday, January 28, 2024, at 8:00 p.m., the NTA would incur \$50,000 as a coercive fine, and an additional \$50,000 for each day thereafter.

The strike continued and, on Thursday, February 1, 2024, the CERB moved the Court for further relief, seeking an order for binding arbitration of a successor collective bargaining agreement. Separately, the School Committee moved the court to reconsider the fines ordered, to increase the amount of the fines, and to enter a judgment immediately payable for the fines accrued in the amount of \$625,000. After a hearing on February 2, 2024, the Court ordered that judgement would enter against the NTA in the amount of \$625,000 that would be immediately payable, at noon on February 5, 2024. Further, the Court ordered that if NTA’s noncompliance continued after February 4, 2024, at 8:00 p.m., a coercive fine of \$100,000 would be imposed for each day that noncompliance continued.

On evening of February 2, 2024, the NTA and the School Committee reached a tentative agreement on a successor collective bargaining agreement, that was subsequently ratified. Pursuant to the NTA and the School Committee’s agreement, on February 5, 2024, the NTA and the School Committee moved

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<sup>7</sup> An amended Ruling, which was the one that was published, was issued on January 24, 2024, to correct a minor detail.

the Court to reclassify the coercive fines incurred to date, in the amount of \$625,000, in a different manner. The CERB did not oppose the motion.

The Court entered a final judgment on February 20, 2024, in the amount of \$625,000 against the Newton Teachers Association, \$275,000 of which were classified as compensatory fines and \$350,000 were coercive contempt fines.

### **Other Superior Court Litigation**

***Massachusetts Teachers Association v. Commonwealth Employment Relations Board***, Suffolk County Superior Court Civil Action No. 2284CV02832.

DLR case: *Haverhill School Committee and Haverhill Education Association, Massachusetts Teachers Association, et al.*, 49 MLC 112, SI-22-9605 (Oct. 15, 2022).

On December 14, 2022, the Massachusetts Teachers Association (“MTA”) filed a Complaint in Suffolk County Superior Court, seeking judicial review under the writ of certiorari statute (G.L. c. 249, § 4), of the CERB’s strike decision issued on October 15, 2022 pursuant to G.L. c. 150E, § 9A, which found that the MTA induced, encouraged, and condoned the strike by the Haverhill Education Association and its members. The CERB filed a motion to dismiss the Complaint arguing that the MTA had a reasonably adequate alternative for judicial review of the CERB’s strike decision through the prior injunction and contempt proceedings, and therefore the Superior Court lacked jurisdiction under G.L. c. 249, § 4.

On November 20, 2023, the Suffolk County Superior Court (Ham, J.) allowed the CERB’s motion to dismiss and entered a judgment dismissing the MTA’s Complaint.

The MTA appealed the Superior Court’s dismissal, which is currently pending in the Appeals Court. See *Massachusetts Teachers Association v. Commonwealth Employment Relations Board*, Appeals Court Docket No. 2024-P-0196.

***Massachusetts Teachers Association v. Commonwealth Employment Relations Board***, Suffolk County Superior Court, Civil Action No. 2384CV00299.

DLR case: *Woburn School Committee and Woburn Teachers Association, Massachusetts Teachers Association, et al.*, 49 MLC 230, SI-23-9811 (Jan. 31, 2023).

On February 2, 2023, the Massachusetts Teachers Association (“MTA”) filed a Complaint in Suffolk County Superior Court, seeking judicial review under the writ of certiorari statute (G.L. c. 249, § 4), of the CERB’s strike decision issued on January 31, 2024, pursuant to G.L. c. 150E, § 9A, which found that the MTA induced, encouraged, and condoned the strike by the Woburn Teachers Association and its members. The CERB filed a motion to dismiss the Complaint arguing that the MTA had a reasonably

adequate alternative for judicial review of the CERB's strike decision through the prior injunction proceedings, and therefore the Superior Court lacked jurisdiction under G.L. c. 249, § 4.

On or about January 25, 2024, the Suffolk County Superior Court (Hallal, J.) allowed the CERB's motion to dismiss and entered a judgment dismissing the MTA's Complaint.

The MTA appealed the Superior Court's dismissal, which is currently pending in the Appeals Court. See *Massachusetts Teachers Association v. Commonwealth Employment Relations Board*, Appeals Court Docket No. 2024-P-0499.

## DEPARTMENT OF LABOR RELATIONS

### FY2024 CASES RECEIVED

JULY 1, 2023 – JUNE 30, 2024

MONTHLY BY CASE TYPE WITH TOTALS AND AVERAGES

| CASE TYPE                  | JUL. | AUG. | SEPT. | OCT. | NOV. | DEC. | JAN. | FEB. | MAR. | APR. | MAY | JUN. | TOTAL | Avg./month | %/month |
|----------------------------|------|------|-------|------|------|------|------|------|------|------|-----|------|-------|------------|---------|
| Unfair Labor Practice      | 27   | 22   | 31    | 35   | 34   | 32   | 23   | 31   | 44   | 32   | 32  | 15   | 358   | 29.83      | 64.86%  |
| Representation Cases (REP) | 3    | 3    | 2     | 5    | 2    | 0    | 12   | 3    | 0    | 3    | 0   | 0    | 33    | 2.75       | 5.98%   |
| Written Majority (WMA)     | 2    | 4    | 3     | 3    | 0    | 1    | 2    | 3    | 0    | 6    | 6   | 3    | 33    | 2.75       | 5.98%   |
| Unit Clarification (CAS)   | 2    | 1    | 2     | 2    | 0    | 0    | 2    | 1    | 2    | 0    | 1   | 2    | 15    | 1.25       | 2.72%   |
| Other (SI, EPRS, RBA)      | 0    | 0    | 1     | 0    | 2    | 1    | 0    | 0    | 0    | 0    | 0   | 0    | 4     | 0.33       | 0.72%   |
| Grievance Arbitration      | 2    | 3    | 5     | 2    | 0    | 9    | 0    | 3    | 1    | 6    | 6   | 2    | 39    | 3.25       | 7.07%   |
| Grievance Mediation        | 0    | 0    | 0     | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 1   | 0    | 1     | 0.08       | 0.18%   |
| Contract Mediation         | 5    | 2    | 7     | 4    | 7    | 0    | 1    | 2    | 0    | 2    | 3   | 4    | 37    | 3.08       | 6.70%   |
| JLMC                       | 4    | 5    | 1     | 3    | 1    | 2    | 3    | 5    | 0    | 5    | 0   | 3    | 32    | 2.67       | 5.80%   |
| <b>TOTAL</b>               | 45   | 40   | 52    | 54   | 46   | 45   | 43   | 48   | 47   | 54   | 49  | 29   | 552   |            | 100.00% |

**DEPARTMENT OF LABOR RELATIONS**  
**FY2024 CASES CLOSED**  
 JULY 1, 2023 – JUNE 30, 2024  
 MONTHLY BY CASE TYPE WITH TOTALS AND AVERAGES

| CASE TYPE                | JUL. | AUG. | SEPT. | OCT. | NOV. | DEC. | JAN. | FEB. | MAR. | APR. | MAY | JUN. | TOTAL | Avg./month | %/month |
|--------------------------|------|------|-------|------|------|------|------|------|------|------|-----|------|-------|------------|---------|
| Unfair Labor Practice    | 16   | 42   | 32    | 41   | 30   | 18   | 32   | 30   | 38   | 33   | 62  | 41   | 415   | 34.58      | 64.34%  |
| Representation Cases     | 1    | 0    | 3     | 1    | 4    | 2    | 2    | 0    | 8    | 6    | 2   | 2    | 31    | 2.58       | 4.81%   |
| Written Majority (WMA)   | 3    | 3    | 1     | 2    | 1    | 1    | 4    | 1    | 2    | 3    | 4   | 8    | 33    | 2.75       | 5.12%   |
| Unit Clarification (CAS) | 2    | 3    | 0     | 0    | 1    | 1    | 1    | 0    | 2    | 0    | 5   | 3    | 18    | 1.50       | 2.79%   |
| Other (SI, AO, RBA)      | 0    | 0    | 0     | 0    | 1    | 0    | 1    | 0    | 1    | 0    | 0   | 0    | 3     | 0.25       | 0.47%   |
| Grievance Arbitration    | 1    | 3    | 2     | 2    | 7    | 1    | 2    | 2    | 3    | 2    | 4   | 28   | 57    | 4.75       | 8.84%   |
| Grievance Mediation      | 0    | 0    | 0     | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0   | 0    | 0     | 0.00       | 0.00%   |
| Contract Mediation       | 6    | 7    | 1     | 5    | 4    | 4    | 3    | 7    | 3    | 0    | 21  | 3    | 64    | 5.33       | 9.92%   |
| JLMC                     | 1    | 2    | 0     | 3    | 1    | 5    | 6    | 0    | 2    | 3    | 0   | 1    | 24    | 2.00       | 3.72%   |
| <b>TOTAL</b>             | 30   | 60   | 39    | 54   | 49   | 32   | 51   | 40   | 59   | 47   | 98  | 86   | 645   |            | 100.00% |

**DEPARTMENT OF LABOR RELATIONS**  
**FY2024 CASE PROCESSING DATA**  
 JULY 1, 2023 – JUNE 30, 2024  
 MONTHLY WITH TOTALS AND AVERAGES

| <b>PROBABLE CAUSE</b>               | <b>JUL.</b> | <b>AUG.</b> | <b>SEPT.</b> | <b>OCT.</b> | <b>NOV.</b> | <b>DEC.</b> | <b>JAN.</b> | <b>FEB.</b> | <b>MAR.</b> | <b>APR.</b> | <b>MAY</b> | <b>JUN.</b> | <b>TOTAL</b> | <b>AVG</b> |
|-------------------------------------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|--------------|------------|
| Investigations Held                 | 12          | 12          | 13           | 13          | 14          | 20          | 8           | 14          | 19          | 11          | 13         | 18          | 167          | 13.91      |
| Dismissals Issued                   | 2           | 4           | 3            | 2           | 2           | 2           | 3           | 1           | 5           | 2           | 3          | 2           | 31           | 2.58       |
| Complaints Issued                   | 6           | 8           | 7            | 1           | 16          | 5           | 12          | 3           | 4           | 9           | 8          | 5           | 84           | 7.00       |
| Total Probable Cause                | 8           | 12          | 10           | 3           | 18          | 7           | 15          | 4           | 9           | 11          | 11         | 7           | 115          | 9.58       |
| Total # Days Invest. to PC Decision | 483         | 218         | 432          | 121         | 1014        | 187         | 833         | 139         | 473         | 823         | 402        | 380         | 65           | 49.73      |

| <b>HEARINGS</b>                               | <b>JUL.</b> | <b>AUG.</b> | <b>SEPT.</b> | <b>OCT.</b> | <b>NOV.</b> | <b>DEC.</b> | <b>JAN.</b> | <b>FEB.</b> | <b>MAR.</b> | <b>APR.</b> | <b>MAY</b> | <b>JUN.</b> | <b>TOTAL</b> | <b>AVG</b>       |
|---|-------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|--------------|------------------|
| Pre-Hearing Conferences Held                  | 2           | 6           | 7            | 4           | 9           | 4           | 5           | 6           | 4           | 5           | 2          | 2           | 56           | 4.66             |
| Hearings Held                                 | 0           | 0           | 2            | 3           | 1           | 1           | 3           | 3           | 0           | 2           | 3          | 8           | 26           | 2.16             |
| Misc. Rulings/R-Case Dec./CAS Dec.            | 0           | 0           | 0            | 0           | 0           | 0           | 1           | 0           | 0           | 0           | 0          | 0           | 1            | 0.08             |
| Hearing Officer Decisions Issued              | 0           | 1           | 1            | 3           | 1           | 0           | 0           | 1           | 1           | 1           | 0          | 0           | 9            | 0.75             |
| Total # Days Ripe to Hearing Officer Decision | 0           | 300         | 419          | 1552        | 210         | 0           | 0           | 420         | 209         | 395         | 0          | 0           |              | 248 <sup>8</sup> |

<sup>8</sup> See footnote 1.

**DEPARTMENT OF LABOR RELATIONS**  
**FY2024 CASE PROCESSING DATA**  
 JULY 1, 2023 – JUNE 30, 2024  
 MONTHLY WITH TOTALS AND AVERAGES

| CERB  | JUL. | AUG. | SEPT. | OCT. | NOV. | DEC. | JAN. | FEB. | MAR. | APR. | MAY | JUN. | TOTAL | AVG    |
|---|------|------|-------|------|------|------|------|------|------|------|-----|------|-------|--------|
| Admin. Appeals Filed – Probable Cause                   | 1    | 5    | 1     | 1    | 0    | 2    | 1    | 2    | 2    | 1    | 0   | 1    | 17    | 1.42   |
| Admin. Appeals Filed - HO Decision                      | 0    | 0    | 0     | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0   | 0    | 0     | 0.00   |
| Probable Cause Decision Issued & Remands                | 2    | 0    | 1     | 2    | 1    | 1    | 1    | 2    | 2    | 1    | 0   | 1    | 14    | 1.16   |
| Hearing Officer Appeal Decision Issued                  | 0    | 2    | 0     | 1    | 0    | 0    | 0    | 0    | 2    | 0    | 0   | 0    | 5     | 0.42   |
| CERB Dec. 1st Inst. R-Case or CAS Decision              | 0    | 1    | 1     | 0    | 1    | 0    | 0    | 0    | 2    | 2    | 6   | 0    | 13    | 1.08   |
| Misc. Rulings   | 0    | 0    | 0     | 0    | 1    | 1    | 3    | 1    | 0    | 0    | 0   | 0    | 6     | 0.50   |
| Total # Days Ripe to PC Decision                        | 663  | 0    | 12    | 354  | 91   | 114  | 298  | 0    | 190  | 161  | 140 | 239  |       | 161.57 |
| Total # Days Ripe to Hearing Officer App. Decision      | 0    | 670  | 0     | 312  | 0    | 0    | 0    | 0    | 491  | 0    | 0   | 0    |       | 294.60 |
| Total # Days CERB Dec. 1st Inst. R-Case or CAS Decision | 0    | 68   | 11    | 0    | 21   | 0    | 0    | 0    | 95   | 53   | 240 | 0    |       | 37.54  |

| MEDIATION & ARBITRATION                                   | JUL. | AUG. | SEPT. | OCT. | NOV. | DEC. | JAN. | FEB. | MAR. | APR. | MAY  | JUN. | TOTAL | AVG    |
|---|------|------|-------|------|------|------|------|------|------|------|------|------|-------|--------|
| Arbitrations Held   | 2    | 0    | 2     | 2    | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 7     | 0.58   |
| Arbitration Decision Issued                               | 0    | 1    | 1     | 0    | 0    | 0    | 0    | 0    | 2    | 0    | 1    | 0    | 5     | 0.41   |
| Grievance Mediations Held                                 | 0    | 0    | 0     | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0     | 0.00   |
| Contract Mediations Held                                  | 13   | 20   | 26    | 19   | 19   | 15   | 88   | 29   | 12   | 7    | 5    | 5    | 259   | 21.58  |
| ULP Mediations Held                                       | 3    | 3    | 6     | 10   | 5    | 6    | 2    | 7    | 11   | 7    | 13   | 2    | 75    | 6.25   |
| Total # Days Initial Contract Invest./ Mediation to Close | 1063 | 462  | 0     | 509  | 22   | 421  | 524  | 870  | 772  | 0    | 4735 | 630  |       | 192.46 |
| Total # Days Ripe to Arbitration Decision                 | 0    | 428  | 373   | 0    | 0    | 0    | 0    | 0    | 605  | 0    | 283  | 0    |       | 337.80 |

**DEPARTMENT OF LABOR RELATIONS**  
**FY2024 CASE PROCESSING DATA**  
 JULY 1, 2023 – JUNE 30, 2024  
 MONTHLY WITH TOTALS AND AVERAGES

| <b>JLMC</b>  | <b>JUL.</b> | <b>AUG.</b> | <b>SEPT.</b> | <b>OCT.</b> | <b>NOV.</b> | <b>DEC.</b> | <b>JAN.</b> | <b>FEB.</b> | <b>MAR.</b> | <b>APR.</b> | <b>MAY</b> | <b>JUN.</b> | <b>TOTAL</b> | <b>AVG</b> |
|--|-------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|--------------|------------|
| Contract Mediations Held                                   | 10          | 3           | 5            | 5           | 5           | 6           | 8           | 9           | 10          | 0           | 0          | 0           | 61           | 5.08       |
| 3A Hearings Held   | 0           | 0           | 0            | 1           | 0           | 0           | 1           | 0           | 0           | 1           | 0          | 1           | 4            | 0.33       |
| Tentative Agreements                                       | 2           | 1           | 3            | 1           | 0           | 1           | 5           | 4           | 2           | 3           | 1          | 0           | 23           | 1.92       |
| Tentative Agreements Ratified (TAR)                        | 0           | 2           | 3            | 0           | 0           | 3           | 1           | 7           | 2           | 2           | 2          | 0           | 22           | 1.83       |
| Arbitration Awards Issued                                  | 0           | 0           | 0            | 2           | 0           | 0           | 0           | 0           | 0           | 1           | 0          | 0           | 3            | 0.25       |
| Total # Days Initial Investigation/Mediation to TAR        | 0           | 469         | 1175         | 0           | 0           | 698         | 132         | 1718        | 327         | 234         | 450        | 0           |              | 236.50     |
| Total # Days Initial Investigation/Mediation to Arb. Award | 0           | 0           | 0            | 1068        | 0           | 0           | 0           | 0           | 0           | 472         | 0          | 0           |              | 513.33     |

| <b>JUDICIAL APPEALS</b>                     | <b>JUL.</b> | <b>AUG.</b> | <b>SEPT.</b> | <b>OCT.</b> | <b>NOV.</b> | <b>DEC.</b> | <b>JAN.</b> | <b>FEB.</b> | <b>MAR.</b> | <b>APR.</b> | <b>MAY</b> | <b>JUN.</b> | <b>TOTAL</b> | <b>AVG</b> |
|---|-------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|--------------|------------|
| Probable Cause Appeals Filed                | 1           | 1           | 0            | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0          | 0           | 2            | 0.16       |
| CERB-Hearing Officer Decision Appeals Filed | 0           | 0           | 1            | 0           | 1           | 0           | 0           | 0           | 0           | 1           | 0          | 0           | 3            | 0.25       |
| Records Assembled                           | 0           | 2           | 0            | 1           | 1           | 1           | 0           | 0           | 0           | 2           | 0          | 0           | 9            | 0.75       |
| Total # Days Ripe to Rec. Assembled         | 0           | 41          | 0            | 21          | 20          | 1652        | 0           | 0           | 0           | 42          | 0          | 0           |              | 253.71     |



**FY2024 REPRESENTATION ELECTIONS\***  
**(EXCLUSIVE OF WRITTEN MAJORITY AUTHORIZATION PETITIONS)**

| Unit Size    | MUNICIPAL        |               | STATE            |               | PRIVATE          |               | TOTAL            |               |
|--------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|
|              | No. of Elections | No. of Voters | No. of Elections | No. of Voters | No. of Elections | No. of Voters | No. of Elections | No. of Voters |
| <10          |                  |               |                  |               | 1                | 5             | 1                | 5             |
| 10-24        | 6                | 68            |                  |               |                  |               | 6                | 68            |
| 25-49        | 3                | 62            | 1                | 26            |                  |               | 4                | 88            |
| 50-74        |                  |               |                  |               |                  |               |                  |               |
| 75-99        |                  |               |                  |               |                  |               |                  |               |
| 100-149      |                  |               | 1                | 47            |                  |               | 1                | 47            |
| 150-199      |                  |               |                  |               |                  |               |                  |               |
| 200-499      |                  |               |                  |               |                  |               |                  |               |
| > 500        |                  |               |                  |               |                  |               |                  |               |
| <b>Total</b> | 9                | 130           | 2                | 73            | 1                | 5             | 12               | 208           |

\* NOTE: In FY2024, parties filed 33 representation petitions. The above chart contains information only on elections conducted by the DLR in FY2024.

**FY2024  
WRITTEN MAJORITY AUTHORIZATION  
CERTIFICATIONS\***

| Size of Unit | Municipal |       | State |       | Private |       | Total |       |
|--------------|-----------|-------|-------|-------|---------|-------|-------|-------|
|              | CERTS     | CARDS | CERTS | CARDS | CERTS   | CARDS | CERTS | CARDS |
| Under 10     | 8         | 49    |       |       |         |       | 8     | 49    |
| 10-24        | 7         | 77    | 1     | 10    |         |       | 8     | 87    |
| 25-49        | 6         | 143   |       |       |         |       | 6     | 143   |
| 50-74        | 3         | 113   |       |       |         |       | 3     | 113   |
| 75-99        |           |       |       |       |         |       |       |       |
| 100-149      | 1         | 87    |       |       |         |       | 1     | 87    |
| 150-199      |           |       |       |       |         |       |       |       |
| 200-499      |           |       |       |       |         |       |       |       |
| Above 500    |           |       |       |       |         |       |       |       |
| <b>TOTAL</b> | 25        | 469   | 1     | 10    |         |       | 26    | 479   |

\* Note: In FY2024 a total of 33 written majority authorization petitions were filed. The DLR did not issue certifications in 9 cases either because the petition was settled, withdrawn, or was pending at the end of the fiscal year.

**DEPARTMENT OF LABOR RELATIONS STAFF LISTING**  
**AS OF JUNE 30, 2024**

**EMPLOYEES, FUNCTIONAL TITLES, AND PAYROLL TITLES**

| <b>Last Name</b> | <b>First Name</b> | <b>Functional Title</b>             | <b>Payroll Title</b>             | <b>FTE</b> |
|------------------|-------------------|-------------------------------------|----------------------------------|------------|
| Accica           | Holly             | Investigator                        | Counsel I                        | 1.00       |
| Atwater          | Susan             | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Barnes           | Kristen           | Mediator                            | Program Coordinator III          | 0.50       |
| Caldwell         | Victoria          | Board Member, CERB                  | Per Diem                         |            |
| Cummings         | Donald            | JLMC Staff Rep./Labor               | Program Coordinator III          | 0.50       |
| Davis            | Kendrah           | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Driscoll         | George            | JLMC Staff Rep./Management          | Program Coordinator III          | 0.50       |
| Drumond          | Luisa             | Election Specialist                 | Collective Barg. Elect. Spec. II | 1.00       |
| Eustace          | Kimberly          | Program Coordinator                 | Program Coordinator III          | 1.00       |
| Feldman-Boshes   | Erica             | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Goodberlet       | Kathleen          | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 0.50       |
| Gookin           | Carol             | Mediator                            | Program Coordinator III          | 1.00       |
| Griffin          | Joseph            | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 0.50       |
| Hanson           | John              | Chair, JLMC                         | Per Diem                         |            |
| Hatfield         | Timothy           | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Hiller           | Sara              | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Hubleby          | Joseph            | JLMC Staff Rep./Labor               | Program Coordinator III          | 0.50       |
| Kantany          | Lan               | Chief Counsel                       | Program Manager VIII             | 1.00       |
| Klepper          | Liora             | Investigator                        | Counsel I                        | 1.00       |
| Krok             | Jeffrey           | Investigator                        | Counsel I                        | 1.00       |
| Markel           | Robert            | JLMC Staff Rep./Management          | Program Coordinator III          | 0.50       |
| Roberts          | Philip            | Director                            | Administrator IX                 | 1.00       |
| Singh            | Samantha          | Election Specialist                 | Collective Barg. Elect. Spec. II | 0.50       |
| Sorokoff         | Gail              | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Srednicki        | Edward            | Mediator                            | Program Coordinator III          | 0.50       |
| Strong           | Kelly             | Board Member, CERB                  | Per Diem                         |            |
| Sullivan         | Margaret          | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Sunkenberg       | James             | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Ventrella        | Meghan            | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |
| Wittner          | Marjorie          | Chair, CERB                         | Administrator IX                 | 1.00       |
| <i>Vacant</i>    |                   | Hearing Officer/Arbitrator/Mediator | Counsel II                       | 1.00       |

*There shall be an advisory council to advise the DLR concerning policies, practices, and specific actions that the DLR might implement to better discharge its labor relations duties. Chapter 145 of the Acts of 2007.*

## **DLR Advisory Council Membership As of June 30, 2024**

### **Labor**

|                      |  |
|----------------------|--|
| Katherine Shea, Esq. | Chair, Advisory Council, General Counsel, SEIU Local 509 |
| Jill Bertrand, Esq.  | Pyle, Rome, Ehrenberg                                    |
| Sheryl Pace-Webb     | National Association of Government Employees (NAGE)      |
| John Mann            | National Association of Government Employees (NAGE)      |
| Rebecca Yee, Esq.    | Massachusetts Teachers Association                       |

### **Management**

|                               |  |
|-------------------------------|--|
| Nicholas Anastasopoulos, Esq. | Mirick, O'Connell, DeMallie & Lougee, LLP  |
| Denise Casey                  | Deputy Town Manager, Town of North Andover |
| <i>Vacant</i>                 |  |
| Michele Heffernan, Esq.       | General Counsel, Human Resources Division  |
| Alfred Gray, Esq.             | Rubin & Rudman                             |

### **At-Large**

|                     |  |
|---------------------|--|
| Jay Siegel, Esq.    | Arbitrator                                 |
| Will Evans, Esq.    | Arbitrator                                 |
| Maria O'Brien, Esq. | Professor, Boston University School of Law |

**DEPARTMENT OF LABOR RELATIONS**  
**FY2023 EXPENDITURES BY APPROPRIATION**  
**AND OBJECT CLASS**

| <b>Object Class</b>   | <b>Description</b>                                  | <b>7003-0900<br/>Amount<br/>Expended</b> | <b>7003-0902<br/>Amount<br/>Expended</b> | <b>Total<br/>Amount<br/>Expended</b> |
|-----------------------|---|--|--|--------------------------------------|
| AA                    | Employee Compensation                               | \$2,473,681.91                           | \$289,898.00                             | \$2,763,579.91                       |
| BB                    | Employee Travel Reimbursement                       | \$16,515.04                              | \$2,500.00                               | \$19,015.04                          |
| CC                    | Contracted Services                                 | 0  | 0  | \$0.00                               |
| DD                    | Medicare, Unemployment, Univ. Health, Workers Comp. | \$52,194.66                              | \$6,116.86                               | \$58,311.52                          |
| EE                    | Administrative Expenses                             | \$47,879.59                              | \$1,485.14                               | \$49,364.73                          |
| FF                    | Facility Operational Expenses                       | 0  | 0  | \$0.00                               |
| GG                    | Space Rental  | \$620,780.44                             | 0  | \$620,780.44                         |
| HH                    | Consultant Service Contracts                        | 0  | 0  | \$0.00                               |
| JJ                    | Programmatic Operational Services                   | \$33,931.44                              | 0  | \$33,931.44                          |
| KK                    | Equipment Purchases                                 | \$8,293.50                               | 0  | \$8,293.50                           |
| LL                    | Equip. Lease, Maintenance, Repair Expenses          | \$2,386.44                               | 0  | \$2,386.44                           |
| NN                    | Infrastructure                                      | \$734.43                                 | 0  | \$734.43                             |
| UU                    | Information Technology                              | \$128,597.01                             | 0  | \$128,597.01                         |
| <b>Total Expended</b> |   | <b>\$3,384,994.46</b>                    | <b>\$300,000.00</b>                      | <b>\$3,684,994.46</b>                |