

**HOUSE . . . . . No. 4117**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Adam J. Scanlon*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to arbitration for teachers.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Adam J. Scanlon</i>	<i>14th Bristol</i>	<i>1/16/2025</i>
<i>Vanna Howard</i>	<i>17th Middlesex</i>	<i>7/23/2025</i>

**HOUSE . . . . . No. 4117**

By Representative Scanlon of North Attleborough, a petition (accompanied by bill, House, No. 4117) of Adam J. Scanlon relative to arbitration for teachers. Labor and Workforce Development.

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**

An Act relative to arbitration for teachers.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. Section 9P of chapter 23 of the General Laws, as appearing in the 2022  
2 Official Edition, is hereby amended by inserting after the words "150E", in line 9, the following  
3 words:- , to assist in the voluntary arbitration of public school teacher labor disputes pursuant to  
4 section 9A of chapter 150E.

5 SECTION 2. Section 1 of chapter 150E of the General Laws, as so appearing, is hereby  
6 amended by inserting after the definition of "Professional employee" the following definition:-

7 "Public school teacher", any teacher employed by a school committee or office of trustees  
8 of a public school in the commonwealth.

9 SECTION 3. Said chapter 150E, as so appearing, is hereby further amended by inserting  
10 after section 9A the following section:-

11           Section 9B. (a) For purposes of this section, the following words shall, unless the context  
12 clearly requires otherwise, have the following meanings:

13           "Best offer arbitration", a form of arbitration in which the arbitrator must select either the  
14 final offer of the employer or the final offer of the employee organization in its entirety.

15           "Employee organization", any lawful association, organization, federation, council or  
16 labor union representing public school teachers.

17           "Employer", a school committee or other public employer of public school teachers.

18           "Office", the dispute resolution office of the division of labor relations established in  
19 section 9P of chapter 23.

20           (b) Notwithstanding the provisions of section 9, this section shall provide a voluntary  
21 alternative procedure for resolving collective bargaining impasses between public school  
22 teachers and their employers. The provisions of said section 9 shall remain in full force and  
23 effect for all other public employees, and for public school teachers who do not elect to proceed  
24 under this section. At any time during negotiations or during an impasse resolution proceeding  
25 under said section 9, the parties may mutually agree to proceed under the provisions of this  
26 section. Once the parties have elected to proceed under this section, they may not return to  
27 proceedings under said section 9 without mutual consent.

28           (c) After a reasonable period of negotiation over the terms of a collective bargaining  
29 agreement between an employer and an employee organization, either party or the parties acting  
30 jointly may petition the office for a determination of the existence of an impasse. Upon receipt of  
31 such petition, the office shall commence an investigation forthwith to determine if the parties

32 have negotiated for a reasonable period of time and if an impasse exists. Within 10 days of the  
33 receipt of such petition, the office shall notify the parties of the results of its investigation.  
34 Failure to notify the parties within 10 days shall be taken to mean that an impasse exists.

35 (d) Upon the existence of an impasse, the parties may petition the office for voluntary  
36 arbitration. Such petition shall be submitted in writing to the office and shall be signed by  
37 authorized representatives of both parties. At the time of petition, the parties shall specify  
38 whether they elect to use standard voluntary arbitration or best offer arbitration as described in  
39 subsection (g).

40 (e) Within 10 days of receiving a petition for voluntary arbitration under subsection (d),  
41 the office shall appoint a single arbitrator, representative of the public, from a list of qualified  
42 persons maintained by the office. In the alternative, the parties may agree upon a person to serve  
43 as arbitrator and shall notify the office of such agreement and choice of arbitrator. No person  
44 shall be named as an arbitrator who has represented an employer or employee organization  
45 within the preceding 12 months or who has been directly involved in the negotiations at issue.

46 (f) The arbitrator shall hold a hearing within 20 days after their appointment under  
47 subsection (e). The arbitrator shall give at least 7 days' notice in writing to each of the parties of  
48 the time and place of such hearing. The hearing shall be informal and the rules of evidence  
49 prevailing in judicial proceedings shall not be binding. The arbitrator may receive any oral or  
50 documentary evidence, except that irrelevant, immaterial or unduly repetitious evidence may be  
51 excluded. The arbitrator shall provide the recording of all proceedings.

52 (g) If the parties have elected the best offer arbitration in their petition, the arbitrator shall  
53 be limited to selecting either the final complete offer of the employer or the final complete offer

54 of the employee organization without modification. If standard voluntary arbitration was  
55 selected, the arbitrator may fashion an appropriate award that resolves the impasse.

56 (h) The voluntary arbitration process shall comprehensively address all mandatory  
57 subjects of bargaining including, but not limited to, wages, hours, insurance and other fringe  
58 benefits, working conditions and other terms and conditions of professional employment.

59 (i) Within 30 days after the conclusion of the hearing, the arbitrator shall issue a written  
60 decision and shall mail or otherwise deliver a copy thereof to the parties and the office. The  
61 arbitrator shall make findings of fact and shall decide the issues in dispute based on the positions  
62 of the parties, the applicable law and the best interests of the public school students. The decision  
63 shall include a detailed timeline for implementation of all provisions.

64 (j) Any arbitration award in a proceeding voluntarily agreed to by the parties to resolve  
65 an impasse shall be binding on the parties and on the appropriate legislative body and made  
66 effective and enforceable pursuant to the provisions of chapter 150C.

67 (k) If the impasse continues after the publication of the arbitrator's written decision,  
68 under subsection (i), and the parties have not agreed to voluntary arbitration, the issues in dispute  
69 shall be returned to the parties for further bargaining.

70 (l) Any time limitations prescribed in this section may be extended by mutual agreement  
71 of the parties and the office.

72 (m) Upon the filing of a petition pursuant to subsection (c) for a determination of an  
73 impasse following negotiations for a successor agreement, an employer shall not implement  
74 unilateral changes until the collective bargaining process, including mediation, fact finding or

75 arbitration, if applicable, shall have been completed and the terms and conditions of employment  
76 shall continue in effect until the collective bargaining process, including mediation, fact finding  
77 or arbitration, if applicable, shall have been completed; provided, however, that nothing  
78 contained herein shall prohibit the parties from extending the terms and conditions of such a  
79 collective bargaining agreement by mutual agreement for a period of time in excess of the  
80 aforementioned time. For purposes of this subsection, the office shall certify to the parties that  
81 the collective bargaining process, including mediation, fact finding or arbitration, if applicable,  
82 has been completed.

83 (n) Any person acting as an arbitrator, fact-finder or arbitrator pursuant to this section,  
84 who receives information relating to the labor dispute shall not be required to reveal such  
85 information received in the course of mediation, fact-finding or arbitration in any administrative,  
86 civil or arbitration proceeding. Nothing herein contained shall apply to any criminal proceedings.