

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

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In the Matter of	*	
	*	Case No.: PS-13-3078
CITY OF SPRINGFIELD	*	
	*	
and	*	Date Issued: June 15, 2015
	*	
SPRINGFIELD PUBLIC HEALTH NURSES	*	
ASSOCIATION	*	
	*	

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**RULING ON MOTION BY CITY OF SPRINGFIELD FOR CERTIFICATION OF COLLECTIVE BARGAINING PROCESS**

On May 19, 2015, the City of Springfield (City) filed with the Department of Labor Relations (DLR) its Motion for Certification of Collective Bargaining Process (Motion). On June 3, 2015, the Springfield Public Health Nurses Association (Union) responded to the Motion (Response). For the reasons addressed below, I grant the Motion, as I find that the collective bargaining process, including mediation and fact-finding has been completed as required by Section 9 of Massachusetts General Laws, Chapter 150E (the Law).

**Background<sup>1</sup>**

The City and the Union were parties to a collective bargaining agreement for the period July 1, 2011 to June 30, 2012 (2011-2012 Agreement).<sup>2</sup> The parties held

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<sup>1</sup> I rely on the City's Motion and Arbitrator Bonnie J. McSpiritt's Fact-Finding Recommendations and Report to summarize the relevant facts here.

<sup>2</sup> The Springfield Finance Control Board (SFCB) took over in Springfield in 2004 and had to negotiate numerous agreements with a number of unions, including the Union. As a result of their negotiations, the SFCB signed three separate agreements with the Union, including the 2011-2012 Agreement.

successor negotiation sessions on April 30, 2012, July 30, 2012, October 22, 2012 and June 27, 2013. The City gave the Union proposals and the Union rejected proposals on April 30, 2012, October 22, 2012 and June 27, 2013.

The City's pre-DLR mediation and fact-finding petition (Petition) proposal was the City's June 27, 2013 package proposal, rejected by the Union. The package included numerous proposals on sick leave, direct deposit, residency, duration and wages. The proposal also included a 2% wage increase offer effective on July 1, 2013. As part of the package, the City proposed July 1, 2012 to June 30, 2014 for duration. Finally, the City included with the package proposal, a tentative agreement, which had not been signed by the parties. The package proposal and the tentative agreement are attached to the City's Motion as Exhibits A and B.

The Union filed its Petition on September 3, 2013, seeking DLR assistance to break the parties' impasse in bargaining. A DLR mediator met with the parties to assist them on resolving their impasse on October 7, 2013, October 22, 2013, November 18, 2013 and May 12, 2014. At the end of the May 12, 2014 mediation session, the DLR mediator informed the parties of her intent to recommend to the DLR Director that she invoke fact-finding to assist the parties in breaking their impasse.

In a letter dated June 26, 2014, I informed the parties that because mediation had failed to resolve their impasse, the DLR would institute fact-finding in accordance with M.G.L. c. 150E, Section 9 and the DLR rules and regulations. The DLR provided the parties a fact-finder list from which they chose Bonnie McSpiritt.

Fact-finder McSpiritt held a hearing on November 5, 2014, during which the parties were given the opportunity to identify the issues in dispute and present evidence

and arguments justifying their positions. At fact-finding the City modified its earlier positions to include a second contract. The first contract would be effective July 1, 2012 to June 30, 2013 with no wage increase. The second contract would be effective July 1, 2013 to June 30, 2016 with wage increases of 2% on July 1 of each year. At fact-finding the City agreed to a Union proposal on the IRS mileage reimbursement rate for business use of a personal vehicle. The City also amended its residency proposal to allow for a possible waiver under the provisions of the City ordinance.

McSpiritt issued her fact-finding report on January 31, 2015, but the impasse remained unresolved. Accordingly, the DLR assigned a mediator to assist the parties. The mediator met with the parties on March 4, 2015 and April 8, 2015, but the parties were still unable to break the impasse.

### **PARTIES' POSITIONS**

The City asserts that the parties have completed the collective bargaining process, and, therefore, the DLR should certify that bargaining is now completed. The City points to the facts cited above as evidence that it engaged in bargaining, made proposals, offered package deals, moved on proposals, engaged in fact-finding and participated in post-fact-finding mediation. Despite attempting to break the impasse, the City asserts there continues to be one. The City wishes to implement its modified proposal to include a second contract as it proposed during fact-finding. The City also suggests that it would implement the Union's proposal on the IRS mileage reimbursement rate for business use of a personal vehicle and its amended residency

proposal to allow for a possible waiver under the provisions of the City ordinance as it described in its post-fact-finding brief.

The Union opposes the City's motion, objecting to the City's revision to its previous position, since it alleges there was some discussion and movement on matters not reflected in the City's motion. The Union does not point to specific areas of movement or specifically refute any of the City's facts. Rather, in a one paragraph response, the Union urges the DLR not to grant the City's motion.

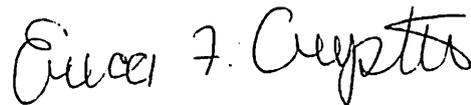
### **RULING**

It is clear that the parties in this case have completed the collective bargaining process, including mediation and fact-finding. The parties began bargaining a successor contract on April 30, 2012. Since then, the parties held successor negotiations, met with a DLR mediator, participated in the fact-finding process, and engaged in post fact-finding mediation. Despite the passage of time, engaging in bargaining and participating in Section 9 procedures, the parties remain at impasse. Thus, I certify that the collective bargaining process is completed.

The Union objects to the City's Motion, but failed to identify any facts leading to a contrary conclusion. Instead, the Union appears to complain that in its Motion the City is reverting to its pre-Section 9 bargaining position. Yet, in declaring impasse the DLR will look to the City's last best final offer before the Union filed its Petition and it is that offer that the City is permitted to implement. Thus, despite the City's statement that it will implement the two contracts attached to its Motion, in fact its pre-Petition final offer was its June 27, 2013 package proposal with contract duration of July 1, 2012 to June

30, 2014. It is that package proposal which the City is free to implement now that the collective bargaining process is complete. If, however, the Union prefers that the City implement its modified two contract proposal attached to its Motion as Exhibits C and D, the City will do that. The Union has until close of business June 18, 2015 to notify the City and the DLR of its wishes.

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DIRECTOR