

In the Matter of

CITY OF BOSTON

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC

Date issued: April 11, 2025

Lan T. Kantany, Chair
Kelly B. Strong, CERB Member
Victoria B. Caldwell, CERB Member

Parker McIntrye, Esq. Renee Bushey, Esq.	-	Representing the City of Boston
Jillian Bertrand, Esq.	-	Representing the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC

Summary

1 The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
2 Industrial and Service Workers International Union, AFL-CIO-CLC (SENA or Union) filed
3 a unit clarification and amendment (CAS) petition seeking to accrete 20 positions in the

1 Mayor's Office of Arts and Culture to the existing citywide bargaining unit of employees
2 employed by the City of Boston (City or Employer). The issues in this case are whether
3 1) eight of the petitioned-for positions are exempt from any bargaining unit as
4 confidential/managerial employees within the meaning of Section 1 of M.G.L. c. 150E (the
5 Law); 2) a unit clarification petition is appropriate in this case; and 3) the positions have
6 a community of interest with the existing citywide bargaining unit. For the following
7 reasons, the Commonwealth Employment Relations Board (CERB) grants the Union's
8 petition with respect to all positions except the Transformation Manager.

Statement of the Case

9 On October 26, 2023, the Union filed a unit clarification petition pursuant to
10 Department of Labor Relations (DLR) Regulations 456 CMR 14.03(2) seeking to add 20
11 positions in the Mayor's Office of Arts and Culture (MOAC) to its citywide bargaining unit
12 of administrative and supervisory employees employed by the City. The positions are
13 listed herein in the Stipulations of Fact #8.

14 On September 5 and 6, 2024, a DLR agent conducted an investigation and hearing
15 pursuant to 456 CMR 14.08(2) at which all parties had the opportunity to be heard, to
16 examine witnesses, and to introduce evidence. On September 5, 2024, at the start of the
17 hearing, the City filed a motion to dismiss the petition and a motion to bifurcate the
18 hearing. The DLR agent denied the motion to bifurcate and proceeded with the hearing.
19 The DLR agent deferred the ruling on the motion to dismiss to the CERB. The City and
20 the Union filed their post-hearing briefs on December 27, 2024. After reviewing the record,
21 including the documents entered into evidence and the transcript of the hearing, the
22 CERB issues this decision.

Stipulations of Fact

(1) The City of Boston ("City") is a public employer within the meaning of Section 1 of the Law.

(2) The Salaried Employees of North America ("SENA"), a division of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC ("USW") is an employee organization within the meaning of Section 1 of the Law.

(3) SENALocal 9158 is an employee organization within the meaning of Section 1 of the Law.

(4) The USW, acting for and through SENALocal 9158, collectively referred to as the "Union," is the exclusive bargaining representative for a group of employees employed by the City.

(5) The Union was certified as the exclusive bargaining representative for this unit on June 2, 1986.

(6) The City and the Union are parties to a collective bargaining agreement ("CBA") which covered the period from October 1, 2020 through September 30, 2023.

(7) The Mayor's Office of Arts and Culture was created in 2014.

(8) The Union seeks to represent the following positions in the Mayor's Office of Arts and Culture ("MOAC"):

1. Director of Administration and Finance
2. Administrative Assistant
3. Director of Cultural Planning
4. Cultural Planning Project Manager – Development Review
5. Cultural Planning Project Manager – Community Engagement
6. Creative Placemaking Project Manager
7. Director of Public Art
8. Senior Public Art Project Manager
9. Public Art Project Manager
10. Public Art Registrar
11. Artist Program Manager
12. Communications Director
13. Digital Media Manager
14. Director of Grants and Programs
15. Senior Grants & Programs Manager (a/k/a Senior Program Manager)
16. Exhibitions Coordinator (a/k/a Galleries and Exhibitions Manager)
17. Events + Partnerships

1 18. City Hall Plaza Engagement Manager (a/k/a Director of City Hall Plaza
2 Engagement)

3 19. Transformation Manager

4 20. Transformation Project Coordinator

5
6 (9) The parties agree that most of the above-listed positions are employees
7 within the meaning of Section 1 of the Law. The parties dispute whether the following
8 positions are exempt under the Law as managerial and/or confidential:
9

10 1. Director of Administration and Finance

11 2. Director of Cultural Planning

12 3. Director of Public Art

13 4. Communications Director

14 5. Director of Grants and Programs

15 6. Administrative Assistant

16 7. Transformation Manager

17 8. Transformation Project Coordinator

18
19 (11)¹ Despite their inclusion on the most recent organizational chart, the Mural
20 Crew Manager and Mural Crew Coordinator positions do not functionally exist. Both
21 parties reserve all future rights should those positions be posted and/or filled in the future.
22

23 (12) The job descriptions that were entered into the record as joint exhibits
24 accurately reflect the duties and requirements for those positions; however, to the extent
25 those job descriptions include dates, the parties do not stipulate as to the meaning of
26 those dates.
27

28 Additional Findings of Fact

29 Citywide Unit

30
31 The DLR first certified SENA on June 2, 1986 as the exclusive representative of the
32 employees in the following unit:

33 All administrative and supervisory employees in the following departments:
34 administrative services, assessing, auditing, retirement board, traffic and
35 parking, inspectional services, veteran's services, city clerk's office,
36 treasurer and collecting, election, fire, law, parks and recreation, police, real
37 property, public works, health and hospitals, excluding managerial,
38 professional, and confidential employees, and all other City employees.
39

¹ The parties signed stipulations that omitted numbered paragraph 10.

1 By agreement of the parties and by add-on election, the departments and types of
2 positions included in this unit have changed over the years.² In 1986, the City and the
3 Union entered into agreements to exclude certain employees with the title of Principal
4 Administrative Assistant. On or about April 17, 1987, the parties agreed to expand the
5 bargaining unit to include additional City departments not listed in the original certification.
6 On March 25, 1988, the parties reached another agreement to exclude certain positions
7 from the bargaining unit and to expand it to include other City positions. On or about
8 September 1, 1992, in a case docketed as MCR-4126, the parties entered into a consent
9 election agreement for an election to add employees in the City's Public Facilities
10 Department. From 2003 to 2007, the Union and the City agreed to add employees from
11 both the Public Facilities Department and the Boston Children and Youth Families
12 (BCYF). In a Memorandum of Agreement (MOA) entered on or about January 16, 2019,
13 the parties agreed to exclude the Diversity Recruitment Officer in the Fire Department as
14 a confidential and/or managerial position but to include the Active Transportation
15 Coordinator and Active Transportation Director in the Transportation Department. In
16 MCR-23-10307, the Union was certified on June 13, 2024 as the representative for the
17 City's Office of Youth and Employment and Opportunity (OYEO) through an add-on
18 election to the citywide bargaining unit.

² SENA has also filed petitions for representation by election and written majority authorization petitions for separate bargaining units in the City and has been certified to represent those separate bargaining units. For instance, in MCR-4054, the parties stipulated that the positions at issue would be a separate bargaining unit, not an add-on election to the citywide bargaining unit. In WMAM-23-9795, SENA filed a written majority authorization petition and was certified to represent a bargaining unit of employees in the Environment Department and Office of Historic Preservation.

Article I of the Union's and City's October 1, 2017 to September 30, 2020 collective bargaining agreement (CBA) contains the following recognition clause:

Section 1. The City recognizes the Union as the exclusive representative, for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees in the service of the City as defined in MLRC Certification dated June 2, 1986, as amended by Memorandum of Agreement between the parties dated April 17, 1987; and as further amended by the agreed-upon merger of the former SENA 9158E unit (Public Facilities/DND) and the former SENA 9158F unit (Boston Center for Youth and Families) in the main SENA City-wide bargaining unit.

Section 2. The parties agree that with regard to the title of Principal Administrative Assistant only, inclusion in, or exclusion from the bargaining unit shall be determined as follows:

a) Positions graded at or below the rate of MM-7 shall be included in the unit.

b) In the event that a Principal Administrative Assistant position is upgraded beyond that of an MM8 without any substantial change in duties or responsibilities the position shall remain in the bargaining unit.

c) Positions existing on the effective date of this Agreement at the rate of MM-8 shall be deemed included except for the positions listed in Appendix A.

d) Positions created after the effective date of this Agreement at the rate of MM-8 shall be discussed by the Office of Personnel Management and local Union officials as soon as it is known that such positions are needed. A semiannual review by the Labor Management Committee referenced in Article 17 shall be held upon request by the Union of such MM-8 positions excluded. Should the Committee fail to agree on the Position's inclusion or exclusion, the Union may file for arbitration on the issue of whether the City has utilized the MM-8 Principal Administrative Assistant position to undermine the bargaining unit.

Section 3. Each of the following positions shall be removed from the bargaining unit as a confidential and/or managerial employee when the incumbent as of November 1, 2016, vacates the position:

	TITLE	DEPARTMENT	GRADE
a.	First Asst Trs (Trs/Col)	Treasury-Collecting	MM-11
b.	Director of State Relations	Intergovernmental	MM-08
c.	Deputy Director of State Relations	Intergovernmental	MM-07
d.	Employee Developer Coordinator	Human Resources	MM-08

As of 2023, SENA's citywide bargaining unit included the following positions: Director of Operations, Director Building & Structure Division, Director of Application Development, Director of Asset Management, Director of Health & Wellness, Director of Information Systems, Director of Assessing Services, Executive Assistant, Executive Secretary, Administrative Assistant, Assistant City Registrar, Grants Manager, Payroll Supervisor, Senior Personnel Officer, Supervisor of Graphic Arts Services and Supervisor of Accounting- Auditing.

SENA Bargaining Unit Members

As of the date of the hearing, SENA represents approximately 800 employees in various departments within the City, including employees in OYEO and Age Strong which are in the Mayor's Office. All bargaining unit members work either a 35-hour or 40-hour workweek. Many SENA employees work Monday through Friday, and some, such as those in BCYF, work on weekends and/or in the evenings. All City employees, including those in the citywide unit, receive similar health insurance benefits and are subject to the same City policies, including a residency requirement. Under the terms of the CBA, all bargaining unit members are entitled to yearly increases and cost of living increases.

Some SENA employees supervise other SENA employees, and some supervise employees in other bargaining units. Additionally, some SENA employees who supervise other employees are involved in the hiring process for their respective offices. For example, Joseph Smith (Smith), who is the Union President and who is employed as the Supervisor of Parking Enforcement in the City's Transportation Department, supervises several employees in the AFSCME bargaining unit. In his role as supervisor, Smith reviews resumes for prospective new hires, selects the candidates that are interviewed

1 for positions, sits in on the interviews, and makes recommendations for which candidate
2 to hire – but does not have independent hiring authority. Smith has the authority to
3 evaluate the performance of the employees he supervises, but can only recommend
4 whether disciplinary action, including termination, may be imposed.

5 Furthermore, Smith, in his role as the Supervisor of Parking Enforcement, makes
6 recommendations for department policies to his supervisor or the Commissioner and
7 participates in discussions concerning the Department's budget. In discussing budgetary
8 needs, Smith offers information on the number of fleet vehicles that are needed for the
9 next year, what equipment will be needed for the building, and which repairs will be
10 needed the following year.

11 Most positions in the bargaining unit require two to five years of experience. A
12 bachelor's degree for most positions is preferred and may be substituted for some of the
13 required experience. SENA's unit has some employees who perform community outreach
14 and work with constituents in the course of their job duties. The bargaining unit also
15 includes positions that perform budget work and grants management, as well as duties
16 associated with procurement, payroll, and other financial matters. SENA's unit has some
17 employees who work in customer service, communications, or public relations.
18 Additionally, SENA's unit has some employees who perform event planning, vendor
19 management, marketing, or clerical job duties, as well as some who manage websites
20 and social media platforms.

21 MOAC

22
23 MOAC was created in 2014 by former Mayor Martin Walsh and initially comprised
24 of approximately four employees. Over time, and more recently under the current mayor,

1 Michelle Wu, the office has grown to include approximately 24 employees at the time of
2 the hearing. The purpose of MOAC is to advocate and support the arts and the art
3 community within the City through programming, grant making, as well as by supporting
4 some specific individual art functions. Similar to OYEO and Age Strong, MOAC is a
5 department within the Mayor's Office. While individual departments manage their own
6 human resources, the City's Central Human Resources (Central HR) department has to
7 approve all newly created positions. If a department wants to create a new role, they
8 submit it to the Class and Compensation department, which is located within
9 Central HR. Class and Compensation works closely with the other offices in Central HR
10 such as the Office of Labor Relations and Office of Budget Management, to review job
11 descriptions, advise on salary plans and qualifications for the job, as well as bargaining
12 unit placement. While the pertinent department and Class and Compensation make a
13 recommendation on salary, the Office of Budget and Management ensures that the
14 position is funded. Generally, when the Mayor's Office creates an entirely new
15 department, Class and Compensation does not preemptively place the positions that work
16 in the department in a bargaining unit. As such, when MOAC was created in 2014, Class
17 and Compensation did not place any of the positions in an existing bargaining unit.
18 Additionally, the Union and the City never discussed during successor contract
19 negotiations whether any MOAC positions should be included in the Union's citywide
20 bargaining unit.

21 MOAC is located on the eighth floor of City Hall in Room 802. MOAC's office is
22 open 9 a.m. to 5 p.m. and most staff report to this office for work. Most of the time, staff
23 work normal office hours. However, on occasion, staff may have to attend events in the

1 evening or on the weekend. MOAC employees work 35 hours per week. MOAC
2 employees receive the same vacation benefits as all other City employees and are
3 subject to all citywide policies. Within MOAC, the required experience and education
4 levels vary depending on the position. Additionally, all MOAC employees are paid on a bi-
5 weekly basis and most MOAC employees are paid within the Mayor's Office pay scale.
6 MOAC employees are eligible on their work anniversary for annual step increases on the
7 pay scale. All positions within MOAC require residency within the City. MOAC is
8 comprised of staff with direct reports, such as directors, as well as staff that have no
9 subordinates who report directly to them. MOAC holds weekly department-wide meetings
10 that are separate from the weekly operations meetings. There are also biweekly
11 Thursday directors' meetings.

12 Kara Elliott-Ortega (Elliott-Ortega) is the Chief of MOAC and oversees the entire
13 department. Elliott-Ortega reports to the Mayor's Office. As the chief, Elliott-Ortega
14 manages the directors and sets the course for the MOAC team, and helps the staff think
15 about their goals and identify external funding sources. Kenny Mascary (Mascary) is the
16 Chief of Staff for MOAC. Generally, Mascary assists Elliot-Ortega and the directors with
17 operational issues or anything personnel related such as hiring processes. As the Chief
18 of Staff, Mascary screens policy ideas from directors before taking them to Elliot-Ortega
19 for approval. Where MOAC is filling an existing position, Mascary assists directors and
20 managers with updating the job description to reflect the skills and scope of work needed
21 at the time, formulates skills sheets to help identify the skills that they are seeking in
22 resumes, and participates in interviews with the hiring director and/or manager. Mascary
23 and the hiring director or manager then bring their recommendation for hire to Elliot-

1 Ortega for approval. Elliot-Ortega typically does not override their recommendations.
2 When MOAC is filling a new position without a job description, MOAC has to go through
3 Class and Compensation, at which time Mascary and Elliot-Ortega involve the Director of
4 Administration and Finance, who is MOAC's liaison with Central HR, to submit the
5 appropriate paperwork.

6 Requests for time off by staff get reviewed by direct supervisors such as the
7 directors, as well as by Mascary. Mascary does not directly oversee any of the staff in
8 MOAC. Elliott-Ortega and Mascary do not routinely meet with any of the staff other than
9 the directors. Elliott-Ortega and Mascary meet monthly with the Mayor's Office, and at
10 times, directors attend those meetings to provide information as required.

11 There are weekly operations meetings that the Chief of Staff and the Director of
12 Finance and Administration attend, along with most of the remaining directors, project
13 managers, the digital media manager, and the Administrative Assistant (once the position
14 is filled). Logistical issues such as payments being made, monies coming in, or contract
15 administration are discussed at these meetings.

16 Several positions in MOAC interact with and work with other City employees in
17 various City departments. For example, the Director of City Hall Plaza Engagement in
18 MOAC works frequently with Lisa Menino (Menino), a City employee in the Department
19 of Property Management, and a member of SENA. The permitting project manager in
20 SENA also works with employees of MOAC.

1 Directors of MOAC³
2

3 The directors report directly to Elliot-Ortega and, except for the Chief of Staff, they
4 directly oversee certain staff. Mascary and Elliott-Ortega meet with the directors of MOAC
5 every other week on Thursday.

6 If the directors have an issue with one of their direct reports, the directors try to
7 handle the situation themselves. However, if there are issues with the direct reports that
8 the directors cannot handle alone, they consult Mascary for advice. For bigger issues,
9 they involve Elliott-Ortega.⁴ The directors handle questions from staff and deal with
10 disciplinary conversations with the support of the Director of Administration and Finance
11 and Mascary. These disciplinary conversations are focused on directing subordinates to
12 improve their job performance. The directors assign work to their direct reports. A director
13 may make minor changes to policies but would need Elliott-Ortega's approval for any
14 significant changes in personnel policies. For example, directors can change employees'
15 arrival or departure times, as long as they are meeting their hours. However, directors
16 cannot determine that as a matter of policy, if an employee is tardy once, they will be
17 terminated. Directors can recommend disciplinary action, but Elliot-Ortega has the final
18 say over whether to take disciplinary action against employees, including suspension and

³ The directors of MOAC are considered to be the Director of Administration and Finance, the Director of Cultural Planning, the Director of Public Art, Communications Director, Director of Grants and Programs, General Manager of the Strand Theater, Transformation Manager, and the Chief of Staff. However, the General Manager of the Strand Theater and the Chief of Staff are not in the petitioned-for unit.

⁴ The record does not contain information regarding what types of issues directors do not handle themselves and when they typically seek the advice or involvement of Mascary and Elliot-Ortega. The record reflects that there have been no major disciplinary actions taken within MOAC in recent years.

1 termination. Although directors screen resumes and interview candidates for positions,
2 and Elliott-Ortega typically accepts their recommendations, Elliott-Ortega makes the
3 ultimate hiring decision.

4 During the Thursday bi-weekly meetings between Elliott-Ortega and the directors,
5 the directors can ask the group for advice on communicating with direct reports when
6 issues arise. They discuss matters such as how to handle an employee who requests
7 time off but does not cancel or reschedule meetings during that time period. Directors
8 share how they would communicate with the direct report. For example, during one bi-
9 weekly meeting, a director shared an email that was sent to a direct report when a
10 disciplinary issue came up. In another instance, the group discussed how to manage a
11 staffer who was supporting multiple MOAC directors' teams so as to ensure that the
12 individual was not overwhelmed with work. They also discuss "big picture" issues for
13 MOAC such procurement timelines to make sure the office is not working on several
14 projects at the same time. They may also discuss any legal questions they want to raise
15 with City attorneys, typically regarding procurement, approval for contracts, or grants
16 distribution. Fidler attends these meetings and also provides clarification on
17 administrative issues, such as tracking time off requests for staff.

18 In addition to the bi-weekly meetings, the directors are in a Google Chat
19 "Leadership Team" group with Elliott-Ortega and Mascary. In the chat group, the directors
20 can share information on work projects and easily communicate issues and concerns.

21 Policy Making

22 Only Elliott-Ortega has the authority to approve any fiscal policies. Elliott-Ortega
23 generally defers to the directors' knowledge base when designing and issuing new

1 policies for MOAC, but she retains the ultimate power to implement new policies or veto
2 the directors' policy suggestions. For example, the directors may receive input from artists
3 and other City departments and be responsible for developing a policy to protect events
4 spaces, but the policy would be reviewed and approved by Elliot-Ortega.

5 Labor Relations

6 As of now, none of the directors have a role in either collective bargaining or labor
7 relations for the City, and do not prepare bargaining proposals or attend bargaining
8 sessions.

9 Director of Administration and Finance

10 *Job Duties*

11
12
13 As of the hearing, Fidler held the position of Director of Administration and Finance
14 for MOAC. Under Elliot-Ortega's direction, Fidler manages and monitors the office's daily
15 financial and human resources operations to comply with the City's and MOAC's policies.
16 Fidler oversees maintenance of office equipment, tracks and reorders office supplies, and
17 acts as a liaison with City's Central HR. Fidler develops and manages a budget planning
18 process, manages monthly financial reports, ensures team members stick to approved
19 budgets, works with leadership to develop and maintain performance measures, and
20 prepares and ensures all financial transactions for MOAC are processed.

21 As part of his job duties, Fidler leads and/or advises supervisors in disciplinary
22 investigations and hearings, mediates problems between employees, and retains all of
23 the department's human resources records as needed.⁵ Fidler manages and processes

⁵ While these duties are in the job description, the record contains no specific evidence of what this entails.

1 payroll, accounts payable, revenue and expense, reimbursements, reconciliations, and
2 allocations. Additionally, Fidler prepares, schedules, and conducts staff exit interviews.

3 Fidler is MOAC's human resources representative. Once Elliott-Ortega approves
4 hiring a candidate, Fidler takes over the administrative aspects of the hiring process. If a
5 candidate wants to negotiate their starting salary, Fidler would be involved in that
6 conversation along with Elliott-Ortega and the director who would be supervising the
7 individual. Fidler would also assess if MOAC's budget allowed for hiring a candidate at a
8 higher step or increasing the salary of an existing employee.

9 Fidler has access to Access Page License and Career Center, which is the City's
10 hub for personnel transactions such as hiring approvals for vacant or new positions. If an
11 employee of MOAC leaves their position, Fidler is responsible for ensuring that the person
12 returns any City-owned equipment such as a laptop. Additionally, Fidler ensures that
13 MOAC is following the appropriate offboarding procedure for the employee.

14 If MOAC requests to add a new position within the office, Fidler would submit
15 budget numbers and other information to Class and Compensation. Fidler is MOAC's
16 primary contact for Central HR. Within MOAC, only Fidler, Mascary, and Elliott-Ortega
17 have access to Central HR's systems. As the employees of MOAC are paid bi-weekly,
18 Fidler checks the staff's timesheets against requests for sick time, vacation, other paid
19 leave before signing off on the timesheets and sending the reports to payroll in the City's
20 Central HR.

21 Fidler, along with Elliot-Ortega and Mascary, have access to Peoplesoft, which is
22 the City's payroll and HR tracking system. In Peoplesoft, Fidler can access staff members'
23 addresses, salaries, and other personnel information. Fidler has access to onboarding

1 paperwork that may include Social Security numbers and copies of passports.
2 Additionally, Fidler can make edits in Peoplesoft to the staff's timesheets. Fidler has
3 access to MOAC's operating budget including the amount earmarked for staff salaries,
4 paid time off, and other employee benefits. While Fidler has access to information on
5 salaries, he is not able to change someone's salary beyond annual step increases.

6 *Qualifications*

7
8 The City requires the Director of Finance and Administration for MOAC to have at
9 least four years of full-time, or equivalent part-time, experience in office administration or
10 management, accounting, and financial reporting with a concentration in basic accounting
11 and record keeping. Additionally, the City requires an undergraduate degree with a major
12 in business administration, public administration, or business management which may be
13 substituted for the required experience on the basis of one year of such education for six
14 months of the required experience.

15 Director of Cultural Planning⁶

16
17 The Director of Cultural Planning (DCP) leads MOAC's efforts to embed arts and
18 culture into Citywide and neighborhood planning processes, to direct development to
19 deliver arts and culture benefits, and to drive city-owned assets to better support arts and
20 culture in the City. The DCP leads the cultural planning team, including supervising two
21 to three positions, leading team development, and managing team resources and
22 processes. Additionally, the DCP manages cultural planning initiatives and programs,
23 including program design and execution of specific grants. The DCP serves as liaison to
24 other City departments and public agencies with respect to their planning processes to

⁶ This position is currently vacant.

1 ensure that they are in line with and reflect MOAC's cultural planning priorities.
2 Specifically, the DCP may look across the City and see where there may be opportunities
3 for development and/or different uses for buildings, and make recommendations to Elliot-
4 Ortega, other City departments, and external stakeholders about what spaces to use and
5 how to use them. The DCP is the lead on the delivery of cultural space pilot projects,
6 working with the Mayor's Office, Boston Planning and Development Agency, and other
7 partners. The DCP makes recommendations on policies that pertain to such topics as
8 preserving cultural spaces throughout the City.

9 *Qualifications*

10
11 The City requires the DCP to have at least five years of full-time or equivalent part-
12 time professional experience in a non-profit, government agency, arts organization, or
13 similar enterprise, and a minimum of two years of supervisory experience. The City
14 strongly prefers the DCP to have a bachelor's degree in urban planning, urban design,
15 public policy, public administration, geography, political science, or related fields.

16 Director of Public Art

17
18 *Job Duties⁷*

19
20 Karin Goodfellow (Goodfellow), the incumbent Director of Public Art (DPA), reports
21 directly to Elliott-Ortega. Goodfellow develops and executes policies, practices, and

⁷ The job description for the Director of Public Art states that the Director of Public Art is also the Director of the Boston Art Commission. The parties stipulated that the job descriptions are an accurate reflection of the duties and requirements of the position. However, Mascary testified that the Director of Public Art was the Chair of the Boston Art Commission. In light of this discrepancy, the record is not clear which position the Director of Public Art holds with the Boston Arts Commission. Further, the record is not clear whether the director or the chair of the Boston Art Commission are members of the Boston Art Commission. For the reasons stated below, we need not resolve this discrepancy.

1 theory of change that drive a portfolio of permanent and temporary artworks and
2 innovative programs, under the guidance of the Boston Art Commission. Goodfellow
3 provides curatorial leadership in artist selection and the experiential and aesthetic
4 understanding and interpretation of artwork, the telling of distributed public history and
5 development of cultural narratives, and the creation of transformative and culturally
6 relevant projects. Goodfellow assesses and evaluates public art programs. Additionally,
7 Goodfellow coordinates with the Boston Art Commission, other City departments, project
8 proponents, community stakeholders, and funders to strategically further public art
9 projects in the City. For example, where an artist designing a public sculpture in the City
10 is working with MOAC, the Director of Public Art may make a studio visit or visit a
11 fabricator and utilize their expertise to determine whether the visual appearance that the
12 artist wants to achieve is achievable. Goodfellow manages the City's public art collection
13 such that the collection is cared for and conserved and serves as an educational and
14 cultural resource to the public. Goodfellow supervises MOAC's public art team, including
15 the Public Art Project Manager and Collections Manager. Goodfellow manages budgets
16 and procurement strategies across public art programs in collaboration with the Director
17 of Administration and Finance, including the Percent for Art capital budget, the Public Art
18 Revolving Fund, and public art specific grants. Goodfellow plans public art of projects on
19 a five-year capital timeline or annual timeline as appropriate and coordinated with the
20 Communications Director on public art press and documentation.

21 *Qualifications*
22

23 The City requires the DPA to have a minimum of five years of relevant experience
24 and/or knowledge of public art, including three years of supervisory experience.

1 Additionally, the City requires the DPA to have a bachelor's degree. However, an
2 additional five years of relevant experience may be substituted for a bachelor's degree.
3 Also, the DPA must have demonstrated experience and successes in program planning,
4 project management, and program evaluation.

5 Communications Director

6
7 *Job Duties*

8
9 Bonnie Rosenbaum (Rosenbaum), the incumbent Communications Director (CD),
10 works closely with the Mayor's Press Office, and the communications staff within other
11 departments across the City. Rosenbaum serves as the primary contact for media
12 inquiries, supports and promotes community events, and establishes goals to measure
13 the success of communication initiatives. Rosenbaum supervises the digital media
14 manager and interns.

15 *Qualifications*

16
17 The City requires the CD to have at least five years of full-time or equivalent part-
18 time professional experience in a non-profit, government agency, arts organization,
19 development or design firm, or similar enterprise. The CD must have a bachelor's degree
20 in communications, arts administration, public administration, or related fields that may
21 be substituted for two years of experience.

22 Director of Grants and Programs

23
24 *Job Duties*

25
26 Samantha Hale (Hale), the incumbent Director of Grants and Programs (DGP),
27 oversees the implementation of MOAC's grant programs and develops a budget for office
28 programs, including identifying new sources of funding. Hale develops and expands

1 relationships with underserved populations in the City. Hale is responsible for developing
2 interdepartmental partnerships as well as community partnerships and collaborations.
3 Hale supervises program managers and works closely with the Communications Director
4 on marketing for programs. Hale is involved with managing MOAC's budgets for grants
5 and programs. Hale develops the standards and procedures for grant applications and
6 Mascary and Elliot-Ortega provide a final review of those procedures.

7 *Qualifications*

8 The City requires the DGP to have five years of experience in arts-related
9 programming and two years of supervisory experience. Additionally, the City requires the
10 DGP to have a bachelor's degree or equivalent demonstrated knowledge.

11 Transformation Manager

12
13 *Job Duties*

14
15 The Transformation Manager position has never been filled. The Transformation
16 Manager will manage a team of project managers focused on organizational
17 transformation. The Transformation Manager will document existing permit processes
18 procedures and create and review public facing and internal permit process documents
19 to reflect new practices for City staff focused on permitting. Elliott-Ortega does not have
20 the discretion to direct the assignments for this position. The Transformation Manager
21 position will report directly to the Mayor's office and the assignments will be received
22 directly from the Mayor's Office.

23 *Qualifications*

24 The City requires the Transformation Manager to have at least five years of
25 relevant change management experience. The Transformation Manager is required to

1 have a certificate or degree in a related field (e.g., business administration, public
2 administration, public policy, design thinking, organizational development or related field).
3 An associate or bachelor's degree, or a certificate in change management, can replace
4 one year of experience, and a master's degree can replace two years of experience.

5 Non-Director Positions in MOAC

6 7 Administrative Assistant⁸

8 9 *Job Duties*

10
11 In MOAC, the Administrative Assistant's primary responsibility is to assist the
12 Director of Finance and Administration. The Administrative Assistant also coordinates the
13 schedule for Elliott-Ortega as required. The Administrative Assistant receives and
14 processes invoices from vendors and assists the Director of Administration and Finance
15 with financial reporting. The Administrative Assistant maintains an electronic filing system
16 for finance-related documents and works closely on financial matters with other City
17 agencies and departments including Purchasing, Audit, and Treasury. Additionally, the
18 Administrative Assistant intercepts inquiries from the public when they come to the office
19 and directs them to the appropriate department. The Administrative Assistant monitors
20 the office's email and phone calls. The Administrative Assistant conducts data entry for
21 finances to ensure invoices are paid.

22 *Qualifications*

23 The City requires the Administrative Assistant to have at least two years of relevant
24 experience working in arts administration, accounting, business management, or

⁸ The Administrative Assistant position is currently vacant but was previously held by Fidler.

1 business administration. Additionally, the City requires the Administrative Assistant to
2 have proficiency in Google products, excellent written and verbal communication skills,
3 with customer service experience as a plus.

4 Transformation Project Coordinator

5 *Job Duties*

6 Denyel Fonseca (Fonseca), the incumbent Transformation Project Coordinator
7 (TPC), manages the special event permit reform process and keeps track of existing
8 permitting laws, rules, and operating procedures. Additionally, the TPC develops efficient
9 and effective standard operating procedures to institutionalize change without excessive
10 bureaucracy and without stifling innovation and initiative. The TPC creates training
11 documents and plans to reflect organizational change for City staff focused on permitting.
12 When Fonseca was hired, Mascary and a representative from the Mayor's Office
13 screened resumes and held interviews for candidates for the position. After the interviews,
14 Mascary and the Mayor's Office's representative chose Fonseca for the position. Fonseca
15 reports directly to the Mayor's Office but is a part of MOAC's weekly staff meetings. The
16 Mayor's Office oversees the position and its function in terms of its content and direction.

17 *Qualifications*

18 The City requires the TPC to have at least three years of directly relevant
19 experience and a certificate or degree in related field (e.g., Business Administration).
20 However, a bachelor's degree or certificate can replace one year of required experience
21 and a master's degree can replace two years of experience. Additionally, the TPC must
22 be proficient in Microsoft applications and Google products.

1 City Hall Engagement Manager⁹

2
3 *Job Duties*

4
5 The Director of City Hall Plaza Engagement (DCPE) acts as the public
6 spokesperson for the plaza, promoting external use of the space. The DCPE promotes
7 City Hall Plaza programs and rentals on the City's website and on social media, in
8 collaboration with Property Management, the City's communications office, and
9 departmental public information officers. Additionally, the DCPE collaborates with
10 Property Management and Tourism, Sports, and Entertainment to develop a full calendar
11 of events for City Hall Plaza. The DCPE executes all administration related to grant
12 management, including building and updating online applications, drafting grant
13 agreements and overseeing grant payments, in collaboration with the Director of
14 Administration and Finance. Also, the DCPE oversees the procurement for event
15 production needs, including drafting requests for proposals, and hiring and managing
16 production subcontractors as needed. The DCPE oversees the staff who serve as the
17 main point of contact for events on the plaza.

18 *Qualifications*

19
20 The City requires the DCPE to have at least five years relevant experience working
21 in arts administration, including grant making, creating and managing budgets, and
22 designing and implementing arts programming. Additionally, the DCPE should have at
23 least five years of experience in event production, including planning and budgeting for

⁹ The job description lists this position as the Director of City Hall Engagement. However, this position is also known as the City Hall Engagement Manager and is listed as such on the MOAC organization chart.

1 events, marketing events, and day-of execution of events. The DCPE needs to be
2 proficient in Google products.

3 Cultural Planning Project Manager - Community Engagement

4
5 *Job Duties*

6
7 The Cultural Planning Project Manager - Community Engagement (Community
8 Engagement Manager) reports directly to the Director of Cultural Planning. The
9 Community Engagement Manager is responsible for designing and implementing
10 comprehensive and inclusive community engagement strategies for key cultural planning
11 initiatives that utilize creative outreach techniques, with a special focus on the inclusion
12 of groups that have been under-represented in the planning process. Additionally, the
13 Community Engagement Manager designs and facilitates virtual, hybrid, or in-person
14 public events related to the City's cultural planning efforts (includes forums, briefings,
15 workshops, and walking tours). Also, the Community Engagement Manager is MOAC's
16 point of contact and lead liaison for individuals, organizations, groups, and businesses
17 looking for cultural space in the City (both existing and future). Finally, the Community
18 Engagement Manager assists in reviewing applications for technical assistance, grants,
19 and other capital funds dispersed by MOAC and its partners.

20 *Qualifications*

21 The City requires the Community Engagement Manager to have at least five years
22 of full-time or equivalent part-time professional experience in a non-profit, government
23 agency, arts organization, community organizing, or similar enterprise. Additionally, the
24 City strongly prefers the Community Engagement Manager to have a bachelor's degree
25 in urban planning, urban design, public policy, public administration, geography, political

1 science, social sciences, social service, or related fields. The City requires the Community
2 Engagement Manager to have familiarity with current issues related to cultural planning
3 and/or urban development and prefers that they have knowledge of City of Boston
4 neighborhoods.

5 Cultural Planning Project Manager - Development Review

6
7 *Job Duties*

8
9 The Cultural Planning Project Manager - Development Review (Development
10 Review Manager) reports directly to the Director of Cultural Planning. The Development
11 Review Manager represents MOAC in the development review process, including formal
12 comments and feedback opportunities. Additionally, the Development Review Manager
13 reviews and signs off on Artist Live-Work projects, formalizing the application of MOAC's
14 Artist Housing Guidelines, including updates and expanding guidance as needed. Also,
15 the Development Review Manager assists in cultural space tenanting processes,
16 including Request for Information (RFI) and Request for Proposal (RFP) processes.

17 *Qualifications*

18 The City requires the Development Review Manager to have at least three or five¹⁰
19 years of full-time or equivalent part-time professional experience in a non-profit,
20 government agency, arts organization, development or design firm, or similar enterprise.
21 The City strongly prefers the Development Review Manager to have a bachelor's degree
22 in urban planning, urban design, public policy, public administration, geography, political
23 science, or related fields. The City requires that the Development Review Manager have

¹⁰ The job description states "At least five (3) years" so it is unclear whether three or five years of experience is required.

familiarity with current issues related to public art, grantmaking, cultural planning, and urban development.

Creative Placemaking Project Manager

Job Duties

The Creative Placemaking Project Manager (CPPM) manages projects such as public artworks, street pedestrianization, street painting or street graphics, community events, block parties, and art installations or performances. The CPPM is responsible for acquiring any necessary permits, approvals, or other coordination. Also, the CPPM serves as MOAC's primary contact for external partners with respect to creative placemaking and related design interventions in public spaces.

Qualifications

The City prefers the CPPM to have a bachelor's degree and at least two years of full-time, or equivalent part-time, experience in public administration, events production, arts programming, public relations, community organizing, human services, or a related field. The CPPM should have experience working on community projects, such as local events, temporary art, and pop-ups.

Senior Public Art Project Manager

Job Duties

The Senior Public Art Project Manager (SPAM) reports directly to the Director of Public Art and works collaboratively with the Director of Administration and Finance, other arts office and City staff, including the Public Art Project Manager and Art Collections Manager, as well as staff from several different public agencies and external team members and artists. The SPAM manages the development of public art projects initiated

1 and driven by third parties, artists, and City commissioning. The SPAM creates and
2 manages project workflows, and manages the artist selection process, and also develops
3 budgets and payment schedules to ensure timely completion of public art projects on or
4 under budget.

5 *Qualifications*

6 The City requires the SPAM to have management experience, preferably in the
7 area of public art. The City prefers that the SPAM have a bachelor's degree from an
8 accredited college or university with a major in art history, arts administration, urban
9 planning, community development, architecture, landscape architecture, construction
10 management, or civil engineering is preferred, and may be substituted for two years of
11 the required experience.

12 Public Art Project Manager

13 *Job Duties*

14 Under the supervision of the Director of Public Art, the Public Art Project Manager
15 (PAPM) manages the development of public art projects initiated and driven by
16 community members, artists, and the City. The PAPM manages the artist selection and
17 artist participation in projects and creates budgets for the project. The PAPM participates
18 in the development of press materials, public outreach, artist resource information, and
19 assembly of project information for the web.

20 *Qualifications*

21 The City requires the PAPM to have at least five years of full-time, or equivalent
22 part-time, educational or professional project management experience, preferably in the
23 area of public art. Additionally, the City requires the PAPM to have either demonstrated

1 knowledge or a bachelor's degree from an accredited college or university with a major
2 in art, art history, arts administration, urban planning, community development,
3 architecture, landscape architecture, construction management, or civil engineering is
4 preferred.

5 Public Art Registrar

6 *Job Duties*

7 The Public Art Registrar (PAR) organizes the City's public art paper and digital files,
8 coordinates image reproduction requests, and manages the administration of art storage
9 and relocation. The PAR is responsible for record keeping applications, proposals,
10 contract and other agreements for the public art program. The PAR handles the
11 scheduling and communications for public meetings.

12 *Qualifications*

13 The City requires the PAR to have five or more years of work experience, excellent
14 organization skills, experience creating and/or managing databases, and strong writing
15 and communication skills. The City prefers the PAR to have experience in collection
16 digitalization and proficiency with the Museum System, Google applications, and Adobe.

17 Artist Program Manager

18 *Job Duties*

19 The Artist Program Manager (APM) maintains current and accurate records of
20 artist residence projects, budgets, payments, and timelines. The APM administers
21 scheduling, check-ins, and communications with artists and city partners. The APM
22 coordinates with the Director of Public Art, other MOAC staff, and the City's colleagues in
23 the AIR program.

1 *Qualifications*

2 The City requires that the APM have five or more years of work experience,
3 excellent organizational and community-building skills, and proficiency with Google
4 applications, and Adobe.

5 Digital Media Manager

6 *Job Duties*

7 The Digital Media Manager (DMM) is supervised by the Director of
8 Communications. The DMM is responsible for writing content for the office's
9 communication channels. The DMM manages the office's social media planning and
10 scheduling and leads the creation of social media live streams. The DMM assists with
11 website content and coordinates with the press office on press releases.

12 *Qualifications*

13 The City requires the DMM to have two years of experience managing social media
14 channels and creating content for a variety of platforms. The DMM must have a bachelor's
15 degree or equivalent demonstrated knowledge. The DMM must be computer literate and
16 proficient with Google applications and social media platforms.

17 Senior Program Manager

18 *Job Duties*

19 The Senior Program Manager (SPM) works closely with the Director of Grants and
20 Programs to design, launch, and facilitate grant applications. The SPM provides technical
21 assistance to grant applicants and reviews grant applications for the required materials.
22 Additionally, the SPM drafts and monitors RFP's, payment milestones, and project
23 schedules using project management software.

1 *Qualifications*

2 The City requires the SPM to have at least four years of full-time, or equivalent
3 part-time, educational or professional program and/or grant management experience,
4 preferably in the arts and culture sector. Additionally, the City requires the SPM to have a
5 bachelor's degree or equivalent demonstrated knowledge.

6 Galleries and Exhibitions Manager

7 *Job Duties*

8 The Galleries and Exhibitions Manager (GEM) reports to the Director of Grants
9 and Programs. The GEM designs and manages exhibitions in City Hall and maintains
10 budgets for all exhibitions and receptions.

11 *Qualifications*

12 The City requires the GEM to have three years of demonstrated experience in
13 exhibits and publications, with five years of curatorial experience preferred. However, a
14 GEM may substitute two years of required experience for a bachelor's degree in art and
15 a wide knowledge of and passion for contemporary art. The GEM should have familiarity
16 and experience with current computer design programs and project management
17 software, including Canva, Asana, Adobe Creative Cloud and Google applications.

18 Partnerships and Events Position

19 *Job Duties*

20 The Partnerships and Events position (PE) manages MOAC's public facing
21 programs and fosters partnerships with external agencies. The PE provides support for
22 external programmatic partnerships by coordinating support and communications

1 between relevant City Hall departments. The PE develops and manages production
2 timelines and budgets for events and programs.

3 *Qualifications*

4 The PE must have at least five years of experience in production, event
5 management, and project management. Additionally, the PE must have strong
6 organizational skills and an ability to problem-solve, managing shifting and competing
7 priorities with good judgment and discretion while maintaining a positive attitude.

8 Opinion¹¹
9

10 As a preliminary matter, we decline to consider the unit placement of the
11 Transformation Manager because the position is currently vacant and has never been
12 filled. Town of Wareham, 36 MLC 115, 117, WMAM-08-1016 (January 21, 2010); Town of
13 Athol, 36 MLC 188, 190 n. 5., CAS-10-3752 (May 7, 2010).¹² Addressing the City's
14 arguments in turn regarding the remaining positions, we first consider its contention that
15 the Director of Administration and Finance, Director of Cultural Planning, Director of
16 Public Art,¹³ Communications Director, Director of Grants and Programs, Administrative

¹¹ The CERB's jurisdiction is not contested.

¹² The parties may file a CAS petition when/if the position is filled.

¹³ The parties stipulated that most of the employees of the bargaining unit are employees within the meaning of Section 1 of the Law, and only disputed that some, including the Director of Public Art, were managerial/confidential employees and therefore exempt from collective bargaining under the Law. For the first time, the City argues in its post-hearing brief that the Director of Public Art was not a public employee under the Law because they sit as chair of the Boston Arts Commission. As described in footnote 7, this fact has not been established.

In light of the City's failure to raise this issue before or at the onset of the hearing, we review the facts on the established record before us and note that both the parties' stipulations, and the evidence in the record, establish that the Director of Public Art reports

Assistant¹⁴, and the Transformation Project Coordinator¹⁵ should be excluded from the unit because they are confidential and/or managerial employees within the meaning of Section 1 of the Law. Next, we examine each exemption in turn, then whether a CAS petition is appropriate in this case, and finally whether the petitioned-for unit of MOAC employees have a community of interest with SENA's existing citywide unit.

Confidential Employees

Employees are designated as confidential under Section 1 of the Law "only if they directly assist and act in a confidential capacity to a person or persons otherwise excluded from coverage under this chapter." The CERB has construed this statutory language to exclude those persons who have a direct and substantial relationship with an excluded employee that creates a legitimate expectation of confidentiality in their routine and recurrent dealings. Framingham Public Schools, 17 MLC 1233, 1236, CAS-2838

directly to Elliott-Ortega, supervises several MOAC positions and attends internal departmental meetings for MOAC. Considering all these facts, the City failed to demonstrate that the Director of Public Art should be excluded as a "member of [a] commission" under Section 1 of the Law. The incumbent is clearly a City employee within MOAC and should not be excluded on that basis.

¹⁴ The City alleges that the Administrative Assistant is a confidential employee but does not contend that the position is managerial.

¹⁵ The parties stipulated that the Transformation Project Coordinator is a position in MOAC. Notwithstanding this stipulation, the City argues in its brief for the first time that the position is not "technically" a MOAC position and therefore should not be included in the unit.

Assuming that City appropriately raised this argument, which it did not, Mascary participated in the interviews of candidates and the decision to hire Denyel Fonseca for the Transformation Project Coordinator. Additionally, the Transformation Project Coordinator sits in on the weekly MOAC meetings. The City's assertion that Elliott-Ortega *may* need approval from the Mayor's office to fire the Transformation Project Coordinator is not a convincing basis to determine the positions are not within MOAC.

1 (September 4, 1990). Employees who have “significant access or exposure to confidential
2 information concerning labor relations matters, management’s position on personnel
3 matters, or advance knowledge of the employer’s collective bargaining proposals are
4 excluded as confidential.” City of Everett, 27 MLC 147, 150, MCR-4824 (May 23, 2001).
5 The CERB has construed exceptions to the definition of employee narrowly, to preclude
6 as few employees as possible from collective bargaining, while not unduly hampering an
7 employer’s ability to manage the operation of the enterprise. Framingham Public Schools,
8 17 MLC at 1236.

9 The City argues that the Director of Administration and Finance, Director of Cultural
10 Planning, Director of Public Art, Communications Director, Director of Grants and
11 Programs, are confidential under the Law because they attend biweekly leadership
12 meetings where high-level managerial decisions and broad policies are discussed and
13 there is an expectation of confidentiality and discretion in these meetings. However,
14 where there is no evidence that these biweekly leadership meetings involve significant
15 access or regular exposure to information concerning labor relations matters or result in
16 them having advance knowledge of the employer’s collective bargaining proposals, their
17 attendance at these meetings does not make them confidential employees under the Law.
18 As supervisors of some MOAC staff, they may have information or recommendations as
19 to discipline, but that is not the kind of significant access to or advance knowledge of
20 management’s personnel actions that would classify them as confidential employees.
21 Commonwealth of Massachusetts, 6 MLC 1411, SUP-2164 (August 28, 1979) (plurality
22 opinion) (exempting certain employees as confidential employees with advance
23 knowledge of management’s personnel actions where they were involved in grievance

1 administration but not finding an employee exempt where he did not participate in any
2 formal grievance steps or collective bargaining and was merely consulted on personnel
3 and policy matters); Massachusetts Turnpike Authority, 31 MLC 87, 107, CR-04-3729
4 (December 15, 2004) (holding that, in addition to employees who engage in labor
5 relations matters, attorneys handling employment-related litigation, including workers'
6 compensation litigation, are considered confidential employees).

7 While the City speculates that the Director of Administration and Finance, the
8 Director of Cultural Planning, the Director of Public Art, the Director of Communications,
9 and the Director of Grants and Programs may assume confidential labor relations duties
10 at some future date, if MOAC employees become members of a bargaining unit, it is
11 undisputed that they have none now.¹⁶ Lower Pioneer Valley Educational Collaborative,
12 50 MLC 173, 176, WMAM-23-10111 (April 17, 2024) (finding that an administrative
13 assistant is not a confidential employee where the employer argued that the employee
14 will be performing confidential duties in the future but is not presently performing the
15 duties). The CERB decides appropriate unit placement based on actual, not potential job
16 duties. Town of Chelmsford, 27 MLC 41, 43, CAS-3394 (November 6, 2000).

17 Director of Administration and Finance and Administrative Assistant

18 In addition to the argument above, the City also alleges that Fidler has some payroll
19 and budget duties as the Director of Administration and Finance that make him a
20 confidential employee. While Fidler may have access to sensitive information such as
21 human resources records that include employees' salaries and addresses, and the

¹⁶ If any of the positions perform confidential job duties in the future, the parties are free to voluntarily discuss and resolve the unit placement issue or the City may timely file a petition with the DLR.

1 Administrative Assistant may have access to the same information by virtue of working
2 closely with Fidler, it is well-established that mere access to sensitive financial data,
3 personnel records, or similar non-labor relations material does not make an individual a
4 confidential employee. Town of Wareham, 36 MLC 76, 79, WMAM-08-1017 (October 28,
5 2009). Although Fidler's job description states that he leads and/or advises supervisors
6 in disciplinary investigations and hearings, there are no examples in the record of the type
7 or extent of disciplinary investigations he has led or advised. This information is of
8 particular relevance where the evidence is clear that some human resource functions and
9 personnel advice are performed by Central HR and Mascary. Based on the record before
10 us, his responsibility to lead or advise supervisors with respect to disciplinary
11 investigations does not provide him with advance knowledge of management's personnel
12 decisions such that he would be deemed confidential. See Board of Higher Education, 33
13 MLC 159, CAS-06-3631 (February 22, 2007) (finding that an administrative assistant was
14 a confidential employee to a Vice President of Student Affairs where the assistant handled
15 the Vice President's correspondence and phone calls regarding personnel decisions, and
16 performed duties that included drafting letters and researching personnel records in
17 preparation for yet-issued promotions, warning letters, requests for resignations, and
18 performance evaluations).

19 While Fidler is made aware of all hiring decisions and separations from
20 employment in order to process onboarding and offboarding paperwork, those duties
21 have never been construed as confidential duties, and we decline to find that they are
22 confidential duties where there is no showing that Fidler has *advance* knowledge of
23 management's position on personnel matters. Similarly, while Fidler submits budget

1 information to Class and Compensation to support a new position and processes the
2 paperwork to post the new position, those duties have never been construed as
3 confidential duties. It is undisputed that he does not have significant access or exposure
4 to confidential information concerning labor relations matters or advance knowledge of
5 the employer's collective bargaining proposals.

6 For these reasons, we do not find that the Director of Administration and Finance
7 or the Administrative Assistant are confidential employees within the meaning of Section
8 1 of the Law.

9 Transformation Project Coordinator

10 While the City argues that the Transformation Project Coordinator is a confidential
11 employee due their role to advise and make policy recommendations, and to have
12 independent objectivity to review current practices and personnel in order to improve the
13 constituent experience with MOAC, these duties are not the duties of employees that the
14 CERB has found would exempt the position as a confidential employee under Section 1
15 of the Law. Namely, there is no evidence that the Transformation Project Coordinator has
16 significant access or exposure to confidential information concerning labor relations
17 matters, management's position on personnel matters, or advance knowledge of the
18 employer's collective bargaining proposals.

19 For the aforementioned reasons, we do not find that any of the positions are
20 excluded from any collective bargaining unit as confidential employees under Section 1
21 of the Law.

22 Managerial Employees

Section 1 of the Law contains the following three-part test to determine whether a person is a “managerial” employee:

Employees shall be designated as managerial employees only if they (a) participate to a substantial degree in formulating or determining policy, or (b) assist to a substantial degree in the preparation for or the conduct of collective bargaining on behalf of a public employer, or (c) have a substantial responsibility involving the exercise of independent judgment of an appellate responsibility not initially in effect, in the administration of a collective bargaining agreement or in personnel administration.

Employees are excluded from an appropriate bargaining unit as managerial under Section 1 of the Law only if the employees’ actual duties and responsibilities satisfy any one of the three criteria set out above. Town of Bolton, 25 MLC 62, 66, MCR-4562 (September 10, 1998). The CERB traditionally applies all statutory exclusions from collective bargaining narrowly, so as not to deprive employees of the right to bargain collectively through representatives of their own choosing. Commonwealth of Massachusetts, 6 MLC 1026, 1028, CAS-2291 (May 9, 1979). There is no evidence, and the City does not argue, that any of the directors assist to a substantial degree in the preparation for or the conduct of collective bargaining on behalf of a public employer.¹⁷ As such, we review the duties and responsibilities of the directors to determine whether they meet part (a) of the test by “participat[ing] to a substantial degree in formulating or determining policy” or part (b) of the test by “hav[ing] substantial responsibility involving the exercise of independent judgment of an appellate responsibility not initially in effect,

¹⁷ The City argues that if MOAC employees are represented by the Union then Fidler would be involved in the preparation of economic proposals for collective bargaining on behalf of the City. Should the Director of Administration and Finance, or any other employee, assist to a substantial degree in the preparation for or the conduct of collective bargaining on behalf of the City in the future, the parties are free to voluntarily discuss and resolve the unit placement issue or the City may timely file a petition with the DLR asserting that the position has subsequently become managerial and/or confidential.

1 in the administration of a collective bargaining agreement or in personnel administration.”
2 M.G.L. c. 150E, §1.

3 The City relies largely on the directors’ participation in biweekly leadership
4 meetings and supervisory duties over direct reports to support its assertion that the
5 remaining directors are managerially exempt employees due to their participation to a
6 substantial degree in formulating or determining policy and/or substantial responsibility
7 involving the exercise of independent judgment of an appellate responsibility not initially
8 in effect, in the administration of a collective bargaining agreement or in personnel
9 administration. To be considered policy decisions, they must impact a significant part of
10 the public enterprise. Worcester School Committee, 3 MLC 1653, 1672, MUP-2044 (April
11 29, 1977). Exercise of supervisory authority, without more, does not make an individual
12 “managerial” within the meaning of the Law. Id. Where the directors do not have the
13 independent authority to hire, suspend, or fire employees, and Elliot-Ortega must approve
14 those personnel actions, we reject the City’s arguments that the directors are managerial
15 employees due to their supervision over direct reports.

16 With respect to the leadership meetings, there is insufficient evidence to
17 demonstrate that the policies being formulated in them impact a significant part of the
18 public enterprise. There is little evidence in the record as to any specific policies drafted
19 by the directors pursuant to the leadership meetings, or in any other forum. The evidence
20 in the record demonstrates that the directors participate in decision-making within their
21 specific niche and have operational control over their respective areas of responsibility.
22 For example, evidence was provided that the Director of Public Art may make a studio
23 visit or visit a fabricator and utilize their expertise to determine whether that visual

1 appearance that an artist has designed is achievable. While the Director of Public Art is
2 using their expertise to assist the artist with the design and production of the public work,
3 and Elliot-Ortega defers to that judgment, that is not the type of decision-making that has
4 a significant impact on the public enterprise. Without more information, beyond the job
5 description, particularly regarding the Director's role in choosing public art, we cannot find
6 that the position is exempt under the Law. The record is devoid of any evidence as to
7 policies any of the directors have drafted, and the process by which they were approved
8 and implemented. As such, we cannot conclude that decisions made by the directors are
9 policies that impact a significant part of the public enterprise. Compare Masconomet
10 Regional School District, 3 MLC 1034, 1040-1041, MCR-2010 (July 15, 1976) (employees
11 who are involved in some personnel decisions and have operational control over their
12 respective areas of responsibility do not exercise the breadth and scope of decision-
13 making authority necessary to be managerial employees) and Wellesley School
14 Committee, 1 MLC 1389, 1403, MUP-2009, CAS-2005 (April 25, 1975) (directors, such
15 as the Director of Art and Director of Music, who serve in the schools in an advisory and
16 coordinating capacity with respect to their specialized area do not make policy
17 considerations that impact a significant part of the public enterprise and are not
18 managerial employees), affirmed sub. nom., School Committee of Wellesley v. Labor
19 Relations Commission, 376 Mass. 112 (1978) with Town of Manchester-by-the-Sea, 24
20 MLC 76, MCR-4511 (March 6, 1998) (library director's input on all major policy issues,
21 including fiscal, personnel, building maintenance, and library services constitutes
22 significant policy formulation and determination).

1 Further, the evidence demonstrates that the directors first speak with Mascary if
2 they have policy ideas, then the policies are drafted with Mascary's involvement before
3 being presented to Elliot-Ortega for final approval. For example, the Director of Grants
4 and Programs develops the standards and procedures for grant applications, but Mascary
5 and Elliot-Ortega provide a final review of those procedures. As such, while the directors
6 provide input necessary for the development of policies, the policies are screened by
7 another layer of administration before being implemented. Worcester School Committee,
8 3 MLC at 1672. Other evidence presented demonstrates that directors do draft some
9 policies based on their subject-matter expertise in the area. For instance, the Director of
10 Cultural Planning makes policy recommendations as to how public spaces can be utilized
11 for artistic endeavors and public programming. Where these policy recommendations are
12 made to other City departments, and possibly external stakeholders for implementation,
13 the directors are providing input rather than driving the decision-making process and their
14 roles in these processes do not meet the threshold for being exempt from collective
15 bargaining as managerial employees. Town of Wellfleet, 11 MLC 1238, 1241, MCR-3406
16 (October 24, 1984). Merely consulting in formulating policy, or periodic discussions with
17 higher administrators on policy matters, is not enough to make one a managerial
18 employee. City of Quincy, 13 MLC 1436, 1440, CAS-2509 (June 29, 1987); Somerville
19 Housing Authority, MCR-4249 (slip op. March 2, 1994)¹⁸ (holding that an employee's
20 judgment is independent where the employee has the discretion to make decisions
21 without consultation or approval). For the aforementioned reasons, we do not find that the

¹⁸ This unpublished decision can be accessed through the Social Law Library's online database.

1 directors are managerial employees exempt from collective bargaining within the meaning
2 of Section 1 of the Law.

3 Director of Administration and Finance

4 In addition to the above arguments, the City argues that Fidler, the current Director
5 of Administration and Finance, is responsible for MOAC's entire operating budget, and is
6 intimately involved in personnel decisions around hiring, firing, and changes to salary, as
7 well as overall departmental personnel changes, such as changes to headcount and other
8 re-structuring initiatives. The City argues that Fidler's discretion and input into such issues
9 as personnel matters and budget feasibility for projects render his position managerial.

10 First, Fidler does not participate to a substantial degree in formulating or
11 determining policy. Although Fidler may participate in management meetings and provide
12 input during discussions about policies and personnel matters, Mascary is considered the
13 directors' first point of contact for elevating personnel issues, with Elliott-Ortega handling
14 bigger personnel issues and retaining the authority to make final decisions in all cases.
15 Fidler does not, as part of his regular duties, participate in hiring decisions like Mascary
16 and Elliot-Ortega do, unless it is for a position that directly reports to him. It is Mascary
17 and Elliot-Ortega who are consulted, not Fidler, when a director is considering escalating
18 disciplinary action against an employee. While Fidler makes payments from MOAC's
19 financial database, it is in a manner comporting with previously established policies.
20 Directors come to him with proposed budget adjustments, and he tells them what is within
21 the budget. He works within the guidelines of what he has been given for salary. Elliott-
22 Ortega, not Fidler, has the final say on all personnel decisions around hiring, firing, and

1 changes to salary, as well as overall departmental personnel changes such as changes
2 to headcount and other re-structuring.

3 Fidler also does not have substantial responsibility involving the exercise of
4 independent judgment in the administration of a collective bargaining agreement or in
5 human resources matters generally. Despite Fidler's participation in various personnel
6 matters such as interviews for new hires, he does not have any independent authority to
7 grant leave requests , hire, terminate, or otherwise discipline employees. Again, Elliott-
8 Ortega, not Fidler, has the final authority over all personnel decisions.

9 Fidler's duties as the Director of Administration and Finance are similar to the
10 duties of the Director of Administration and Finance in Somerville Housing Authority,
11 supra. In that case, the LRC determined that where the Executive Director of the housing
12 authority had the final decision-making authority for policy-making, salaries, and
13 budgeting, and the Director of Administration and Finance merely advised as to the
14 implications or feasibility of particular strategies, the Director of Administration and
15 Finance for the housing authority lacked the requisite duties to be considered a
16 managerially exempt employee. Id. Similarly, Fidler's duties as MOAC's Director of
17 Administration and Finance also fail to satisfy any of the three criteria for a managerial
18 employee exempt under Section 1 of the Law.

19 Transformation Project Coordinator

20 Next, the City argues that the Transformation Project Coordinator is an exempt
21 managerial position under the Law. However, there is no evidence in the record to
22 demonstrate that the position has independent authority to discipline, fire, or hire staff.
23 Additionally, there is insufficient evidence to show that the position substantially

1 participates in formulating or determining policies or has independent judgment in the
2 administration of a collective bargaining agreement or in personnel administration.
3 Rather, the evidence suggests that the position takes direction from the Mayor's Office as
4 to its function in terms of its content and direction. As such, there is no evidence that the
5 Transformation Project Coordinator Director satisfies any of the three criteria for a
6 managerial employee. Therefore, we find that the Transformation Project Coordinator is
7 not a managerial employee within the meaning of Section 1 of the Law.

8 Appropriateness of a CAS petition

9 We next turn to whether a CAS petition is appropriate or whether, as the City
10 argues, there should be an add-on election or a written majority authorization petition.
11 Section 3 of the Law requires the CERB to determine appropriate bargaining units that
12 provide for stable and continuing labor relations. A unit clarification petition is the
13 appropriate vehicle to determine whether newly created positions should be included or
14 excluded from a given bargaining unit or to determine whether substantial changes in the
15 job duties of an existing position warrant either its inclusion or exclusion from the unit.
16 Town of Athol, 32 MLC 50, 52, CAS-04-3567 (June 29, 2005). The City argues that the
17 Union's petition should be denied because an add-on election or written majority
18 authorization petition for a separate unit is more appropriate in order to provide an
19 opportunity for the employees in MOAC to determine their representative. The City
20 asserts that the DLR's own precedent, together with SENA's prior approach with respect
21 to other City departments, should prevent it from using accretion to add MOAC employees
22 to its citywide unit and require instead that the Union utilize either the written majority
23 authorization or add-on election process instead.

1 While the DLR has processed some of SENA's written majority authorization
2 petitions for separate departments of employees, the CERB has consistently reiterated
3 its policy of preferring broad and comprehensive units. See City of Boston, 50 MLC 165,
4 172, MCR-23-10307 (April 2, 2024) (rejecting the employer's argument that the
5 petitioned-for bargaining unit of OYEO employees should be a separate unit from SENA's
6 citywide bargaining unit); Boston Planning and Development Agency, 51 MLC 36, MCR-
7 24-10602 (August 14, 2024) (holding that a separate unit of City Planning Department
8 employees is underinclusive and not an appropriate unit, and that SENA may seek an
9 add-on election or a petition to accrete the positions to the existing citywide bargaining
10 unit).

11 The City argues that because MOAC was first formed in 2014 and has not been
12 represented by any union in over a decade, it is improper to utilize the CAS process to
13 accrete the entire department. However, the record is clear that the department started
14 with four employees and grew to 24 employees, including some that were added within
15 the last few years. As such, we are unpersuaded by the City's argument that the Union
16 accretion petition should be dismissed because the department has been unrepresented
17 for over a decade. While we note, however, that it is possible for some proposed
18 accretions to involve groups of employees whose number or other characteristics may
19 raise a question concerning representation such as to warrant an election, these
20 circumstances are not present here. See, e.g., Waltham School Committee, 25 MLC 137,
21 140 n. 17, CAS-3220, MCR-4541 (March 1, 1999). See also Massachusetts Laborers'
22 District Council, 15 MLC 1178, 1180-1181, CAS-2734 (September 20, 1988) (citing City
23 of Worcester, 11 MLC 1363, 1366, MCR-3475, CAS-2597 (January 23, 1985)). Where,

1 as here, there is no evidence that a question of representation exists, employees in newly
2 created positions may be properly accreted without first having an election into an existing
3 bargaining unit with which they share a community of interest and are properly governed
4 thereafter by the unit's choice of exclusive representative. Massachusetts Laborers'
5 District Council, 15 MLC at 1180; University of Massachusetts, 32 MLC 58, CAS-03-3563
6 (June 29, 2005).

7 The City also contends that a question of representation exists where there are
8 other City unions that represent employees with similar titles. We note, however, that
9 there has been no intervention or showing of interest filed by any other union and the
10 CERB has never found a question concerning representation where there has been no
11 intervention or showing of interest by another union. Instead, the CERB has previously
12 found a question of representation to exist only where: 1) the number of employees
13 sought to be accreted exceeds the number of employees in the existing unit. See, e.g.,
14 Massachusetts Bay Transportation Authority, 20 MLC 1330, 1334, CAS-3024 (December
15 22, 1993); or 2) the positions sought to be accreted either existed, unchanged, at the time
16 of the original certification or recognition, and/or the positions have been intentionally
17 excluded from the unit by the parties since they were created. See, e.g., Waltham School
18 Committee, 25 MLC at 17. See also City of Worcester, 11 MLC at 1366.

19 Here, the Union seeks to accrete 20 positions into SENA's existing citywide unit
20 that consists of approximately 800 employees. SENA's citywide unit was certified in 1986,
21 and MOAC was not created until 2014 and only reached its current size and scope in
22 recent years. Since MOAC was created, the parties have not intentionally excluded the
23 positions from the citywide unit. Given that the necessary circumstances required to

1 create a question of representation do not exist, the City has failed to demonstrate that
2 the accretion of the 20 positions in MOAC to SENA's citywide unit of approximately 800
3 employees raises a question concerning representation sufficient to warrant an election.

4 Analysis for Accretion

5 In deciding whether an employee should be accreted into an existing bargaining
6 unit, the CERB applies a three-step analysis. It first determines whether the position
7 existed when the unit was first recognized or certified. City of Boston, 35 MLC 137, 140,
8 CAS-07-3669 (December 31, 2008). If the position is newly created, the second step
9 examines the parties' subsequent bargaining history to determine whether the parties
10 considered the disputed position to be in the unit. Id. If there is no relevant bargaining
11 history or negotiations did not result in an agreement as to unit placement, the CERB
12 examines whether the position shares a community of interest with the existing unit. Town
13 of Somerset, 25 MLC 98, 100, CAS-3145 (January 6, 1999).

14 *Newly Created Positions*

15 In analyzing the first prong of the accretion analysis, it is clear that the petitioned-
16 for positions in MOAC did not exist when SENA's existing citywide unit was first
17 recognized or certified. The City, however, argues that historically the unit has only been
18 modified by agreement of the parties. We reject the City's argument that the parties' prior
19 agreements would deprive the Union of its right to file a petition with the CERB to accrete
20 positions within MOAC to the citywide unit or limit the CERB's authority to grant the
21 Union's petition. The Law gives the CERB discretion over the scope and definition of an
22 appropriate bargaining unit and neither lawful recognition nor stipulations by the parties
23 as to an appropriate bargaining structure binds the CERB (or other parties in future cases)

1 where the existing unit structure is disputed. Town of Greenfield, 32 MLC 133, MUP-04-
2 4178, CAS-04-3588 (February 8, 2006); City of Springfield, 24 MLC 50, 54, MCR-4602
3 (January 15, 1998); City of Worcester, 11 MLC at 1365.

4 Next, the City argues that the parties' recognition clause expressly states that the
5 Union's membership consists of those employees listed in the DLR certification and
6 "excludes all other employees" of the City. Although the City makes this argument as part
7 of the first prong of the accretion analysis, it is more appropriately raised in the second
8 prong of the accretion analysis, as we have addressed below.

9 *Bargaining History*

10 Having determined that the petitioned-for positions in MOAC did not exist at the
11 time SENA was certified, we move to the next step in the accretion analysis and examine
12 the parties' subsequent bargaining history to determine whether the parties considered
13 the disputed position(s) to be in the unit. If there is no relevant bargaining history or
14 negotiations did not result in an agreement as to unit placement, the CERB examines
15 whether the position shares a community of interest with the existing unit. Town of
16 Somerset, 25 MLC 98, 100, CAS-3145 (January 6, 1999).

17 The City argues that the parties have treated the positions within MOAC as outside
18 SENA's existing citywide unit because Section 1 of Article 1 of the parties' recognition
19 clause (MCR-3598) expressly states that the Union's membership consists of those
20 specific titles listed in the DLR certification and "excludes all other employees" of the City.
21 Although the CERB has determined that a union may waive its right to represent certain
22 employees, its agreement to do so must be explicit. Wellesley School Committee, 40
23 MLC 274, 278, MCR-13-3091 (March 28, 2014); Massachusetts Bay Transportation

1 Authority, 36 MLC 21, 23-24, WMAP-08-1001 (October 28, 2009). Here, there is no
2 evidence that SENA and the City ever expressly agreed to exclude employees who work
3 in MOAC from the scope of its unit and/or that SENA had agreed that it would never seek
4 to represent them. We decline to infer such an agreement solely based on a recognition
5 clause that does not mention positions within MOAC. Wellesley School Committee, 40
6 MLC at 278.

7 Next, the City argues that the Union had a history of bargaining with the City about
8 positions it sought to include in the unit but failed to do so regarding the MOAC positions.
9 Although the parties have bargained over unit placement of other positions in the past, it
10 is undisputed that prior to the Union filing this petition, the parties had never discussed
11 unit placement for the positions in MOAC. As such, the second prong is inconclusive.

12 *Community of Interest*

13 The third prong of the unit placement test is community of interest. In deciding
14 whether employees share a community of interest, we examine factors like similarity of
15 skills and functions, similarity of pay and working conditions, common supervision, work
16 contact, and similarity of training and experience. Princeton Light Department, 28 MLC
17 46, 48, MCR-4805 (June 29, 2001); Town of Bolton, 25 MLC 62, 65, MCR-4562
18 (September 10, 1998); Boston School Committee, 12 MLC 1175, 1196, CAS-2598
19 (August 30, 1985). No single factor is outcome determinative. City of Springfield, 24 MLC
20 at 54 (citing City of Worcester, 5 MLC 1108, 1111, MCR-2632, 2633, 2685-2688 (June
21 30, 1978)). The Law requires that employees share only a community of interest rather
22 than an identity of interest. County of Dukes County/Martha's Vineyard Airport

1 Commission, 25 MLC 153, 155, MCR-4700 (April 16, 1999); Springfield Water and Sewer
2 Commission, 24 MLC 55, 59, MCR-4603 (January 15, 1998).

3 Here, we find that the MOAC employees share a community of interest with
4 SENA's citywide bargaining unit. It is undisputed that both MOAC employees and SENA
5 bargaining unit members : 1) have the same vacation and sick leave allotments; 2) are
6 paid biweekly, have similar pay scales, and receive annual step increases; and 3) are
7 required to have City residency at the time of hire. Some MOAC employees, like some
8 SENA bargaining unit members, supervise other staff and have similar educational and
9 experience requirements. MOAC employees and SENA bargaining unit members perform
10 similar job functions, and more specifically, both groups have employees who perform
11 community outreach in the course of their job duties, perform budget work and grants
12 management, event planning, and have procurement, payroll, and other financial
13 responsibilities.

14 The City argues that MOAC employees do not share a community of interest with
15 SENA's existing citywide bargaining unit because it is a department in the Mayor's Office.
16 Despite the City's arguments, MOAC would not be the only department in the Mayor's
17 office included in SENA's citywide bargaining unit. Within the citywide bargaining unit, the
18 Union represents employees in the OYEO and Age Strong which are departments in the
19 Mayor's Office. Next, the City contends that MOAC employees are often required to work
20 outside of a Monday through Friday, 9 a.m. to 5 p.m. schedule. While many SENA
21 employees in the citywide unit work Monday through Friday, 9 a.m. to 5 p.m., some
22 employees do work hours outside that schedule. For example, BCYF employees may
23 work schedules that are not limited to Monday through Friday, 9 a.m. to 5 p.m. Also, the

1 City argues that MOAC employees do not have work contact with any SENA members.
2 The record, however, reflects that the Director of City Hall Plaza Engagement interacts
3 with other SENA members during the performance of their job duties and that the
4 permitting project manager in SENA interacts with MOAC.

5 Also, the City argues that MOAC employees do not share a community of interest
6 with SENA's citywide unit because MOAC employees have an artistic background or
7 education and must exert a certain level of artistic discretion when performing job duties.
8 However, the CERB does not require identical educational, experience, and training
9 requirements between positions in a bargaining unit. Springfield Water and Sewer
10 Commission, 24 MLC at 59. While the employees in SENA's citywide unit may not have
11 identical job duties or any artistic experience, they do share similar job duties, as well as
12 similar requirements in terms of years of experience and education, with employees in
13 MOAC.

14 The City asserts that the MOAC has a different mission than other departments in
15 the citywide unit. However, as reflected in the recognition clause of its most recent CBA,
16 SENA's unit is already comprised of positions from a multitude of diverse departments
17 throughout the City which have unique missions and structures. The fact that MOAC may
18 have a different mission from other City departments does not mean that its employees
19 do not share a community of interest with SENA employees from similarly diverse
20 departments. Finally, the City argues that Elliott-Ortega does not oversee any current
21 members of SENA, therefore MOAC employees do not share common supervision with
22 the employees in SENA's citywide unit. This one factor, however, is not outcome
23 determinative. City of Springfield, 24 MLC at 54. As such, we conclude that the petitioned-

1 for employees in MOAC share a community of interest with the employees in SENA's
2 existing citywide bargaining unit. In so holding, we also deny the City's motion to dismiss
3 alleging that a CAS petition is not an appropriate vehicle for seeking representation of
4 these positions.

5 Conclusion

6 For the above stated reasons, we find that 19 of the petitioned-for positions in
7 MOAC, including the Director of Administration and Finance, Director of Cultural Planning,
8 Director of Public Art, Communications Director, Director of Grants and Programs,
9 Administrative Assistant, and Transformation Project Coordinator, are employees within
10 the meaning of Section 1 of the Law. Additionally, we find that the petitioned-for positions
11 in MOAC, except for the Transformation Manager, share a sufficient community of interest
12 with the employees in SENA's existing citywide unit.

13 As such, we order that the following positions in MOAC be accreted into SENA's
14 existing citywide unit: 1) Director of Administration and Finance, 2) Administrative
15 Assistant, 3) Director of Cultural Planning, 4) Cultural Planning Project Manager –
16 Development Review, 5) Cultural Planning Project Manager – Community Engagement,
17 6) Creative Placemaking Project Manager, 7) Director of Public Art, 8) Senior Public Art
18 Project Manager, 9) Public Art Project Manager, 10) Public Art Registrar, 11) Artist
19 Program Manager, 12) Communications Director, 13) Digital Media Manager, 14) Director
20 of Grants and Programs, 15) Senior Grants & Programs Manager (a/k/a Senior Program
21 Manager), 16) Exhibitions Coordinator (a/k/a Galleries and Exhibitions Manager), 17)
22 Events + Partnerships, 18) City Hall Plaza Engagement Manager (a/k/a Director of City
23 Hall Plaza Engagement), and 19) Transformation Project Coordinator.

SO ORDERED.

COMMONWEALTH EMPLOYMENT
RELATIONS BOARD



LAN T. KANTANY, CHAIR



KELLY B. STRONG, MEMBER



VICTORIA B. CALDWELL, MEMBER