

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
BEFORE THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

In the Matter of

WALTHAM SCHOOL COMMITTEE

and

MASSACHUSETTS AND NORTHERN NE
LABORERS' DISTRICT COUNCIL

Case No. CAS-23-9891

Date issued: November 17, 2025

CERB Members Participating:

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

Appearances:

Jonathan Atwater, Esq.	-	Representing the Waltham School Committee
Nelson Carneiro	-	Massachusetts and Northern NE Laborers' District Council

CERB DECISION

Summary and Statement of the Case

1 On February 27, 2023, the Massachusetts and Northern NE Laborers' District
2 Council (Union) filed a unit clarification petition with the Department of Labor Relations
3 (DLR) seeking to accrete the title of Information and Technology Coordinator (IT
4 Coordinator), formerly known as the Assistant Network Administrator, to its bargaining
5 unit of MIS IT Technicians (MIS Techs) employed by the Waltham School Committee
6 (School Committee).

1 On or about March 17, 2023, the DLR sent the parties a scheduling and information
2 request letter. On June 20, 2023, the parties attended an informal conference to
3 investigate the petition. During the conference, the parties provided information pertinent
4 to the unit placement of the IT Coordinator position. Before, during, and after the
5 conference, the parties submitted position statements, affidavits, and other documents.

6 In a letter dated July 29, 2024, the DLR summarized the information provided by
7 the parties and directed the parties to show cause why the Commonwealth Employment
8 Relations Board (CERB) should not resolve the petition based on its summary of the
9 record and requested certain additional information. On August 13, 2024, the Respondent
10 filed a response to the show cause letter, answering the DLR's additional requests for
11 information and agreeing that the CERB should decide the case based on the information
12 in the Show Cause letter and in its response. The Petitioner did not respond to the show
13 cause letter or to the Respondent's response. After considering the undisputed
14 information summarized below, we deny the petition to accrete the IT Coordinator position
15 into the Union's bargaining unit, and we dismiss the petition.

16 Background

17 Bargaining Unit History

18 Voluntary Recognition

19
20 On September 23, 2014, Union Business Manager Tim Mahoney (Mahoney) sent
21 a letter to George Frost (Frost), a Human Resources Administrator at the Waltham Public
22 Schools (WPS). In the letter, Mahoney stated that a majority of the employees in the IT
23 Department had signed cards to affiliate with the Union and asked WPS to voluntarily
24 recognize the Union based on those cards.
25
26

1 Such recognition to exclude all managerial, confidential and casual
2 employees, and all other employees of the City of Waltham and the City of
3 Waltham Public School Department.

4 Pursuant to the notice, the School Committee voluntarily recognized the Union as
5 the exclusive representative for the MIS techs.

6 Post-Recognition

7 The parties subsequently entered into a series of collective bargaining agreements
8 (CBA) for the periods July 1, 2015 to June 30, 2016, July 1, 2016 to June 30, 2019, and
9 July 1, 2019 to June 30, 2022. Each of these agreements included a recognition clause
10 that expressly included only the MIS Techs and excluded all other City of Waltham and
11 WPS employees. The Union's name on the CBAs, "Massachusetts Laborers' District
12 Council on behalf of the Local Union 272 Waltham School MIS Technicians of the
13 Laborers' International Union of North America," reflects this unit composition.

14 The parties had no discussions about adding any other positions to the unit until
15 August 2022, after the Union had become aware in July 2022 of a posting for the IT
16 Coordinator position at issue in this proceeding.⁴ After unsuccessfully trying to ascertain
17 why the position had not been included in the unit in 2014, the Union made a proposal
18 during successor contract negotiations to include the IT Coordinator in the unit. The
19 School Committee rejected the proposal, and the Union filed this petition in February
20 2023. Approximately one month later, on March 20, 2023, the parties executed a
21 Memorandum of Agreement (MOA) effective from July 1, 2022 until June 30, 2025. The

⁴ Although the Union concedes in its position statement that the Assistant Network Administrator/IT Coordinator position existed before December 2014, it contends that it did not know about the position until July 2022, when the School Committee posted the IT Coordinator job posting.

1 MOA updated certain terms of the preceding CBA but did not change the recognition
2 clause. It did, however, modify the first step of the grievance procedure in the 2022-2025
3 MOA from Administrator of Information Technology. In prior CBAs, the first step was the
4 “Administrator of Instructional Technology Integration.”⁵

5 Structure of IT Department and Donald Davidson

6 In the fall of 2014, the IT Department consisted of the following positions: six MIS
7 Techs, the Network/Help Desk Specialist position held by Davidson, the Assistant
8 Network Administrator Jon Morrison (Morrison), and the Network Administrator Pedro
9 DeLeon (DeLeon).

10 The School Committee first hired Davidson as a Network/Help Desk Specialist in
11 July 2003. His terms and conditions of employment were described in a series of
12 individual employment contracts that he entered into with the School Committee from
13 2003 through 2014.⁶ In the fall of 2014, Davidson applied for and was selected to replace
14 Morrison as the Assistant Network Administrator. Davidson assumed that position on
15 December 22, 2014, just five days after the School Committee posted the voluntary
16 recognition notice.

⁵ According to the Respondent’s response to the show cause letter, the Administrator of Instructional Technology Integration is another position that previously existed within the school district. However, as part of a district reorganization, the position of Administrator of Instructional Technology Integration was eliminated and certain job responsibilities were transferred to the Network Administrator, which was then re-titled Administrator of Information and Technology, the position Davidson now holds.

⁶ The term of Davidson’s final employment contract with the School Committee as the Network/Help Desk Specialist was from January 6, 2014 until June 30, 2016. However, he did not remain in the position for the duration of the contract period because he applied for and was hired into the vacant Assistant Network Administrator position on December 22, 2014.

1 During the Union's organizing campaign in 2014, Davidson was approached twice
2 to sign a membership card – once in his capacity as Network/Help Desk Specialist, and
3 once as the incoming Assistant Network Administrator. As indicated above, Davidson
4 signed a card as the Network/Help Desk Specialist and agreed to have his title changed
5 to MIS Tech. At some later point, but prior to December 17, when the voluntary recognition
6 notice was posted, Davidson was approached a second time by an "inside" person⁷ who
7 asked Davidson if he had any interest in having the Assistant Network Administrator
8 position become a part of the MIS Tech bargaining unit. Davidson replied with words to
9 the effect that it was "not an important issue" for him and that he "did not really care either
10 way." No one approached him again about this issue, and Davison assumed the Assistant
11 Network Administrator position without having signed a union card and without that
12 position being included in the MIS Techs bargaining unit. As stated above, the parties had
13 no discussions regarding modifying the bargaining unit until 2022, when the Union
14 became aware of the posting for the IT Coordinator position.

15 On September 30, 2021, Davidson was promoted to "Acting Network
16 Administrator." On July 1, 2022, the Network Administrator position was retitled
17 "Administrator of Information Technology" and the "Assistant Network Administrator" was
18 retitled to "IT Coordinator," the position at issue here. As of the date of the informal
19 conference, the School Committee had not hired anyone to replace Davidson as Assistant
20 Network Administrator/IT Coordinator. The position was vacant.

21 Position Descriptions

⁷ According to the Respondent's response to the show cause letter, the "inside" person was Bob Kennen, a former MIS Tech and MIS Union President.

1 MIS Techs

2 The MIS Techs are generally responsible for installing, maintaining,
3 troubleshooting and providing end-user support for WPS computers, tablets, and
4 multimedia equipment. Their other duties include setting up and operating portable public
5 address systems in auditoriums and cafeterias, and WPS events; managing wireless
6 microphone systems; and documenting inventory and repairs. They work a twelve-month
7 year and report to the Network Administrator/Administrator of Information Technology.
8 Education requirements are a two-year degree preferred or technical school. Certain
9 Microsoft and Apple certifications are also preferred. In FY 2016, the MIS Techs earned
10 from \$47,000 - \$57,119. The salary scale from the parties' first CBA in 2016 lists these
11 salaries and contains a "For reference" line reflecting the salaries of Assistant Network
12 Administrator Davidson (\$67,600) and Network Administrator DeLeon (\$75,716, including
13 a 4.5% longevity payment).

14 Assistant Network Administrator

15 The essential functions listed on the Assistant Network Administrator's job
16 description include some duties performed by the MIS Techs, like troubleshooting
17 software problems and maintaining wired and wireless networks. Other duties not listed
18 on the MIS Tech job description include: creating and maintaining staff and student
19 accounts; administering accounts for all instructional software applications; managing
20 network drive space and email quotas; creating and implementing policies for users and
21 groups within Windows Active Directory; maintaining system and network security by
22 monitoring traffic and documenting security procedures; building computer images; and
23 coordinating licensing and compliance of all software installation requests.

1 Like the MIS Techs, the Assistant Network Administrator works 12 months a year
2 and reports to the Network Administrator. The educational and certification requirements
3 and preferences are the same as those for the MIS Techs.

4 Davidson's final employment contract as Assistant Network Administrator was for
5 three years, FY 21- FY 23. His salary in FY 21 was \$80,292. His work hours were 8 hours
6 a day within an 8.5 hour timeframe approved by the Superintendent.

7 There is no evidence, and the School Committee does not contend that, as
8 Assistant Network Administrator, Davidson possessed the authority to hire, fire, discipline
9 employees, adjust grievances, or approve vacation or other requests for time off. There
10 is also no evidence, and the School Committee does not contend, that the Assistant
11 Network Administrator is a confidential or managerial employee within the meaning of
12 Section 1 of M.G.L. c.150E.

13 IT Coordinator

14 The July 2022 job posting for the IT Coordinator is very similar to the posting for
15 the Assistant Network Administrator. It contains an overview stating that the purpose of
16 the position is to "assist in maintaining, implementing and supporting the technology
17 infrastructure" of the WPS. Under a new section titled "Supervision," the job description
18 states that the IT Coordinator assists in the daily supervision of MIS technicians. Other
19 duties not listed on the Assistant Network Administrator job description, but that appear
20 on the IT Coordinator job description, include "acting as a primary contact, resource and
21 mentor for escalation of issues by MIS technicians." Like the Assistant Network
22 Administrator, the IT Coordinator is the only other non-union position in the IT Department
23 other than the Network Administrator/Administrator of Information Technology.

1 Opinion⁸

2 A unit clarification petition is the appropriate vehicle to determine whether newly
3 created positions should be included or excluded from a given bargaining unit or to
4 determine whether substantial changes in the job duties of an existing position warrant
5 either its inclusion or exclusion from the unit. Town of Athol, 32 MLC 50, 52, CAS-04-
6 3567 (June 29, 2005). In deciding whether an employee should be accreted into an
7 existing bargaining unit, the CERB applies a three-step analysis. It first determines
8 whether the position existed when the unit was first recognized or certified. City of Boston,
9 35 MLC 137, 140, CAS-07-3669 (December 31, 2008). The CERB will not accrete a
10 position into the bargaining unit that existed prior to the unit's first recognition or
11 certification but was neither sought nor included in the unit absent a material change in
12 job duties and responsibilities. University of Massachusetts, 41 MLC 305, 310, CAS-14-
13 3424 (April 10, 2015). If the position is newly created, the second step examines the
14 parties' subsequent bargaining history to determine whether the parties considered the
15 disputed position to be in the unit. Id. If there is no relevant bargaining history, or if
16 negotiations did not result in an agreement as to unit placement, the CERB examines
17 whether the position shares a community of interest with the existing unit. Town of
18 Somerset, 25 MLC 98, 100, CAS-3145 (January 6, 1999).

19 Here, it is undisputed that the IT Coordinator position existed, albeit under a
20 different title, when the unit was first recognized. The Union argues that the CERB should
21 accrete the position into the unit even though it previously existed because the Union was
22 not aware of the position's existence. The School Committee argues that it is unlikely that

⁸ The CERB's jurisdiction is not contested.

1 the Union did not know about the position prior to the recognition because of the small
2 size of the IT Department, the fact that Davidson served as both MIS Tech and Assistant
3 Network Administrator and was approached by at least one individual, including MIS
4 Union President Bob Kennan, seeking his signature on an authorization card as the
5 Assistant Network Administrator. The School Committee also notes that the parties' first
6 CBA's salary scale, in or about 2016, references the title and salary of the Assistant
7 Network Administrator.

8 While we agree with the School Committee that it is unlikely that the Union was
9 not aware of the IT Coordinator/Assistant Network Administrator position prior to the unit's
10 recognition, the CERB does not consider the Union's knowledge of the existence of
11 position in the accretion test. Absent a material change in job duties and responsibilities,
12 the CERB does not accrete a position into a bargaining unit that existed prior to a
13 recognition or certification and was not included in the recognition or certification.
14 University of Massachusetts, 41 MLC at 310 (denying a petition for accretion where the
15 petitioned-for position existed prior to the unit's certification and there was no material
16 change in job duties); Massachusetts Water Resources Authority, 37 MLC 29, 31, CAS-
17 10-3748 (August 6, 2010) (holding that the first prong of the accretion test is conclusive
18 and the petition must be dismissed where the positions existed at the time of the original
19 recognition); City of Boston, 23 MLC 105, 106, CAS-3066 (October 24, 1996) (denying a
20 petition for accretion where the positions were in existence prior to the certification and
21 the parties' subsequent conduct indicated that they did not consider the position to be
22 included in the original certification). Here, the Union does not argue that there has been
23 a material change in job duties or responsibilities, nor is there evidence to demonstrate

1 such a change. Where it is undisputed that the IT Coordinator/Assistant Network
2 Administrator position existed before the School Committee recognized the unit, the
3 parties did not include the IT Coordinator/Assistant Network Administrator position in the
4 original recognition, and there has been no material change in job duties or
5 responsibilities since the recognition, the first prong of the accretion analysis is
6 dispositive, and the petition is denied.

7 Conclusion

8 For the above-stated reasons, the petition to accrete the IT Coordinator position
9 into the Union's bargaining unit is denied. As such, we dismiss the petition.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



LAN T. KANTANY, CHAIR



KELLY B. STRONG, MEMBER



VICTORIA B. CALDWELL, MEMBER