

ARD J. PULTZ, ET AL. AND MILFORD TEACHERS' ASSOCIATION, MUPL-2419 (4/3/87).

72.3 agency service fee  
91.8 standard of proof

Commissioners participating:

Paul T. Edgar, Chairman  
Maria C. Walsh, Commissioner  
Elizabeth K. Boyer, Commissioner

Representations:

Alfred D. Rossetti, <u>pro se</u>	- Representing Richard J. Pultz, et al.
Brian Riley, Esq.	- Representing the Milford Teachers Association

# DECISION

## Statement of the Case

This is the second of four decisions that we issue today<sup>1</sup> addressing a public employee union's burden of proof in cases challenging the amount of an agency service

On April 9, 1982, Richard J. Pultz, Alfred D. Rossetti, Nello A. Allegrezza, Joseph Kapatoes, and Anthony Villani (charging parties) filed a prohibited practice charge with the Labor Relations Commission (Commission) alleging that the Milford Teachers' Association (Association) had violated Chapter 150E (the Law) by: 1) failing to comply with Section 14 of the Law; 2) requiring service fee payers to pay for a rebate; and 3) assessing a service fee at ninety-five percent (95%) of union dues. In December 1982, after promulgating its current service fee regulations, the Commission requested that the charging parties resubmit their charge on the Commission's newly-adopted charge form. The charging parties complied with the request on January 3, 1983.<sup>2</sup> The charge submitted on the new charge form alleged that the Association violated Section 10(b)(1) of the Law by: 1) excluding service fee payers from an Association meeting; and 2) assessing an excessive service fee.

Following an investigation, the Commission issued its Complaint and Notice of Hearing on September 29, 1983, alleging that the Association had violated Section

<sup>1</sup>See Woburn Education Association, Case No. MUPL-2850; Worcester Education Association, Case Nos. MUPL-2488, MUPL-2537, MUPL-2575, MUPL-2599; MUPL-2612, MUPL-2630, MUPL-2638, and MUPL-2639; Newton Teachers Association, MUPL-2685, MUPL-2687-90, MUPL-2695, MUPL-2701, MUPL-2708, and MUPL-2747.

<sup>2</sup>Although the new charge lists only Rossetti as a charging party, the Commission treated that new charge as a charge on behalf of the other four charging parties as well.



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10(b)(1) of the Law by imposing a service fee on the charging parties for 1981-82 and 1982-83 in excess of the amounts permitted by Section 12 of the Law. The Commission dismissed the allegation that the Association barred the charging parties from meetings to discuss bargaining proposals. In response to a request for reconsideration filed by Rossetti, Allegrezza, and Villani, the Commission affirmed its prior dismissal of that portion of their charge.

A Commission hearing officer conducted a formal hearing on the complaint on March 28, 1984. All parties appeared<sup>3</sup> and had a full opportunity to examine and cross-examine witnesses and to present documentary evidence. At the hearing, the charging parties informed the hearing officer that they were contesting only that portion of their service fees paid to the Massachusetts Teachers Association (MTA) and the National Education Association (NEA), thereby effectively amending their charge and agreeing to pay in full that portion of their fees paid to the Milford Teachers Association. The Association filed a post-hearing brief on July 11, 1984,<sup>4</sup> and the charging parties filed a post hearing statement.

On March 27, 1986, the Commission sent a notice to all parties requesting them to submit memoranda addressing the applicability of Chicago Teachers Union, Local 1 v. Hudson, 106 S. Ct. 1006 (1986), to the facts of this case. The Association responded, arguing that Hudson is factually distinguishable and inapplicable to the facts of this case. The charging parties did not respond.

#### Facts<sup>5</sup>

The Association<sup>6</sup> and the Town of Milford School Committee (School Committee) were parties to a collective bargaining agreement (Agreement) in effect from September 1981 to August 1983. That Agreement set the terms of employment of a bargaining unit of professional teaching employees of the School Committee, including the charging

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<sup>3</sup>Rossetti stated at the hearing that he was representing himself, Allegrezza, Pultz and Villani. The Association moved to dismiss Kapatoes's charge for lack of prosecution and to have Kapatoes's share of the escrow account released to the Association. However, Rossetti had represented Kapatoes to all previous stages of this case and had never informed the Commission that he was withdrawing his appearance on behalf of Kapatoes. Therefore, we conclude that Kapatoes was represented by Rossetti at the hearing on March 28, 1984 and, therefore, deny the Association's Motion to Dismiss.

<sup>4</sup>By letter dated May 4, 1984, the hearing officer informed the parties that briefs would be due on May 25, 1984. There is no indication in the file that the hearing officer extended this filing deadline. However, even if the Association did not timely file its brief, the charging parties have raised no objection, and we have fully considered the brief.

<sup>5</sup>Neither party contests the jurisdiction of the Commission in this matter.

<sup>6</sup>Under its by-laws, the Milford Teachers' Association is affiliated with the Massachusetts Teachers Association (MTA) and the National Education Association (NEA).



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parties. Article V of the Agreement provided that, subject to the provision of Section 12 of the Law, all members of the bargaining unit who were not members of the Association in good standing would be required to pay an agency service fee.

Because the charging parties were not members of the Association in good standing during the period of time covered by the Agreement, they were required to pay service fees for that period. The Association demanded that they pay service fees of \$209.00 for the years 1981-82 and \$220.00 for the years 1982-83.<sup>7</sup> The charging parties challenged the amount of those service fees and placed sums equal to them into escrow accounts.<sup>8</sup>

The fee assessed by the Association for 1981-82 was allocated among the Milford Teachers' Association, the MTA, and the NEA as follows:

Milford Teachers' Association	\$ 20.00
MTA	141.00
NEA	48.00
TOTAL	<u>\$ 209.00</u>

The breakdown for the 1982-83 service fee was:

Milford Teachers' Association	\$ 20.00
MTA	147.00
NEA	\$ 53.00
TOTAL	<u>\$ 220.00</u>

The MTA's internal rebate process offered the charging parties a rebate of \$6.29 or 4.46% of that portion of the 1981-82 service fee allocated to it. It offered a rebate of \$6.41 or 4.36% of its portion of the 1982-83 service fee. Robert Yeaton, the MTA's Director of Finance and Accounting calculated that amount by analyzing the expenses of the eight divisions and five regional offices of the MTA and applying an unidentified formula, jointly developed by the MTA's legal division and the division of finance and accounting, to determine if any staff member had engaged in rebatable activity. If Yeaton was not certain about whether a particular expense was rebatable, he would consult with the MTA's legal division.

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<sup>7</sup>We cannot determine from the record before us whether 1981-82 and 1982-83 refers to fiscal, calendar, or school years.

<sup>8</sup>On February 9, 1984, the Association filed a Motion to Dismiss, arguing that: 1) Rossetti had failed to establish an escrow account as required by 456 (formerly 402) CMR 17.07(3); and 2) none of the charging parties had paid the 1983-84 service fees into an escrow account. However, the record includes a letter from Association Treasurer Anne C. Bradford confirming that the charging parties established a joint escrow account with the Association. Further, the charging parties were not required to pay the 1983-84 service fees demanded of them by the Association into an escrow account to pursue this case because those fees are not at issue. Therefore, we deny the Association's motion.



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The NEA offered a rebate for 1981-82 of 9.2% of \$48.00 or \$4.42. Based on calculations prepared by a "representative fee umpire," the NEA's 1982-83 rebate was 8.5% of \$53.00 or \$4.51.

The remaining findings of fact are based on twelve documents introduced into evidence by the Association. Those documents are as follows:

Association Exhibit No. 2, the "Report of the Treasurer of the Massachusetts Teachers Association for Period July 1, 1981 - June 30, 1982." The twenty-three page document contains:

- (1) A one-page "Statement of Financial Position as of June 30, 1982," listing dollar amounts of current assets, current liabilities, and net worth of the MTA;
- (2) A one-page breakdown of the MTA's income and expenses for FY 1981-82, comparing actual expenditures to budgeted amounts for the period. Income is broken into thirteen categories, e.g., Dues, UniServ, Advertising. Expenses are broken into 18 categories, e.g., Administrative Services, Governmental Services, Professional Development, and Debt Principal.
- (3) Nineteen pages of "Income/Expense Analysis, Actual vs. Original Budgets for April - June 30, 1982." Each page represents either a division of the MTA -- Governance, Administrative Services, Building, Finance and Accounting, Government Services, Legal Services, Higher Education, Organization and Management, Professional Development, Public Relations, Publication and Research -- or a region of the MTA e.g., Central Region, Northeast Region and Western Springfield. Within each of these categories, expenses are listed and roughly itemized. For example, under both Government Services and Legal Services such expenditures as "salaries," "subscriptions," "staff travel," and "dues" appear; under Northeast Region, "salaries," "staff travel," "equipment," and "collective bargaining" appear.

Association Exhibit No. 3 is an eleven-page document entitled "Massachusetts Teachers Association; Combined Financial Statements, Years End June 30, 1982 and 1981 with Report of Certified Public Accountant." The document includes a "combined Balance Sheet and Expenses and Changes in Fund Balances." The latter breaks down expenditures very generally into sixteen categories, including the divisions listed in Association Exhibit No. 4. Also listed are expenditures for "Special Services," "Professional Rights Fund," and "Stop Proposition 2-1/2 Campaign." Association Exhibit 3 includes a statement from the Arthur Young accounting firm affirming that the financial statements "present fairly the combined financial position of the Massachusetts Teachers Association at June 30, 1982, and 1981, the combined changes in fund balances for the year ended June 30, 1982, in conformity with generally accepted accounting principles applied on a consistent basis..."

Association Exhibit No. 4 is a five-page document comprising the MTA's



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"1981-82 Final Rebate: Summary" and "1981-82 Final Rebate: Explanation." The "Explanation" briefly summarizes the requirements of G.L. c.150E, Section 12, and then describes how the MTA calculated the 1981-82 \$6.29 rebate. Generally, the "Explanation" recites that the MTA examined its expenditures in all divisions, decided which were impermissible, and calculated the proportion of impermissible to permissible expenditures. The MTA then took this percentage and applied it to membership dues to produce the "rebateable amount." Thus, in 1981-82, the MTA calculated that 4.46% of its total expenditures were impermissible. It applied 4.46% to \$141, the amount of membership dues for that year, to produce \$6.29 as the rebate available to agency fee payers.

Association Exhibit No. 4 lists the dollar amount of "rebateable" expenditures, if any, in each of its divisions, with a terse justification for the designation. For example:

Public Relations. Amount expended was \$269,803 with \$19,159 for rebateable activity. This continues the 1% for negligible rebateable activity and the calendar handbook - a service for members only.

The document offers no substantiation for the conclusion that there was "no rebateable activity" in the Legal Services, Higher Education, Research, and Regional Offices divisions.

Association Exhibit No. 5 is the NEA's "Program Accomplishment Report Fiscal Year 1981-82." This document purports to describe briefly every program sponsored by the NEA, the amount budgeted for each program, and the amount actually spent in FY 1981-82. The report is broken into twelve categories: Affiliate Services, Communications, Government Relations, Human and Civil Rights, Instruction and Professional Development, Legal Services, Political Affairs, Research, Administrative, Business and Finance, Data Processing and Governance. Typical entries read as follows:

Area: Affiliate Services

Provide assistance to the Texas State Teachers Association to achieve organization strength and membership.

State structure strengthened and membership expanded in Texas:

Assistance was provided as contracted.

Budgeted: \$690,290                      Expended: \$760,415

Area: Political Affairs

Assist affiliates in organizing and training members for political activities within the Democratic and Republican parties.

State affiliates assisted in preparing members for political activity.



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Eight of the nine books of the newly developed training series have been completed. Approximately 20,000 of these books have been delivered through training sessions to NEA field staff, state government relations and political affairs specialists, UniServ staff, and elected leaders.

Training has included developing local political action committees, NEA-PC fund raising and volunteer recruitment for member contact programs. The focus has been on in-house political organizing and how to get organizational benefit from political activities. NEA and state staff have been used as trainers, with consultants used to deliver technical services or information.

Budgeted: \$197,936

Expended: \$202,453

Association Exhibit No. 6 is a financial report for the National Education Association as of August 31, 1981 and 1982. It consists of "General Fund Balance Sheets," "Statement of General Fund Activity," "General Fund: Statements of Changes in Financial Positions," "Capital Improvement Fund Balance Sheets," "Special Purpose Funds Consolidated Balance Sheets," "Special Purpose Funds Consolidated Statement of Activity and Changes in Fund Balances." A multi-paged "Notes to Financial Statements" is attached to these documents. Also attached is a verification by the accounting firm of Arthur Anderson & Co.

Association Exhibit No. 7 is a document entitled "Political Activity Rebate -- Final 1981-82" of the NEA. This document purports to show the amount of money spent for "political activity" in all NEA programs and its relation to the NEA's rebate to agency service fee payers. The document lists the same twelve categories that appear in Association Exhibit 5, the NEA's "Program Accomplishment Report," with the addition of a category entitled "UniServ." Each category is further broken down into subcategories. For each subcategory, the document sets forth a dollar amount identified conclusorily as "Amount Expended for Political Activity," and calculated as a percentage of total expenditures in that subcategory, e.g.:

Amount Expended for  
Governmental Relations "Political Activity"

Oppose Anti-Education Legislation 30% of \$201,748	\$ 60,524
Coordinated National, State, Local Lobbying Systems 25% of \$479,113	119,778
Congressional Contact Teams 20% of \$320,000	64,010
Legislative Conference 30% of \$104,274	31,282



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Special State Projects 100% of \$42,251	\$ 42,251
Equal Rights Amendment 100% of \$183,321	183,321
Coordinating Monitoring System 40% of \$227,304	90,922
Federal Agency Reporting	<u>82,452</u>
TOTAL	\$ 674,540

The document then calculates the proportion of all "political activity" expenditures to total NEA expenditures, yielding a figure of 9.2%. It applies this percentage to \$48, the amount of local dues passed through to the NEA, to yield \$4.42, the amount "rebatable" to agency fee payers.

Association Exhibit No. 8 is the "Massachusetts Teachers Association: Report of the Treasurer, Balance Sheet, June 30, 1983, Summary of Operations for the Period July 1, 1982 - June 30, 1983." It contains information similar to that contained in Association Exhibit No. 2, in a similar format, for the 12-month period indicated in the title.

Association Exhibit No. 9 is entitled "Massachusetts Teachers Association, Combined Financial Statements, Years Ended June 30, 1983 and 1982, with Report of Certified Public Accountants." It contains information similar to that contained in Association Exhibit No. 3, in the same format for the years indicated in the title.

Association Exhibit No. 10, the "MTA 1982-83 Final Rebate: Explanation," contains similar information to that contained in Association Exhibit No. 4, for the period indicated in the title. The document provides the basis for the MTA's offered rebate of \$6.41 for 1982-83.

Association Exhibit No. 11, the "National Education Association Program Accomplishment Report, Fiscal Year 1982-83," contains information similar to that contained in Association Exhibit No. 5, for the period indicated in the title.

Association Exhibit No. 12 is entitled "National Education Association of the United States, 'Financial Statements as of August 31, 1983 and 1982 Together with Auditors' Report,' Arthur Anderson & Co." It contains information similar to that contained in Association Exhibit No. 6 in a similar format, for the years indicated in the title.

Association Exhibit No. 13 is entitled "Before the Agency Fee Umpire, In the Matter of AGENCY FEE REBATES for the NATIONAL EDUCATION ASSOCIATION, Findings of Fact and Determination." In this document, an umpire selected solely by the National Education Association determined the amount of the NEA's fiscal year 1982-83 expenses



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which were rebatable to service fee payers. The umpire has made an independent determination of rebatable activities according to the standards outlined by the Wisconsin Employment Relations Commission and the Detroit Federation of Teachers Review Panel.

The report briefly describes the major functions of each organizational division of NEA, for example:

E. LEGAL SERVICES

1. Kate and Franke/DuSchiane Unified Legal Services Program

Administer a nationwide employment rights program for members and agency fee payers; provide technical assistance to state affiliates in managing program costs and promoting NEA's commitment to job protection.

2. Liability Insurance Programs

Administer the Educators Employment Liability Program, the Association Professional Liability Program and the NEA Fidelity Bond in order to protect members, representation fee payers, staff and officers, respectively from financial liability due to accidents and errors occurring as a part of their employment.

3. Attorney Referral Program

Promote and monitor the Attorney Referral Program, which provides members only with personal legal assistance at discounts from attorneys' usual and customary fees.

The umpire, having reviewed unidentified documents provided by the Union, determined those items rebatable according to his definitions, and subtracted his unsubstantiated determination of the cost of those activities, and the related share of administrative costs, from the NEA's total expenses. The ratio of rebatable expenses to total NEA costs was then applied to the amount of the 1982-83 NEA dues to determine the rebate available to agency fee payers.

OPINION

As we observed in the companion case of Woburn Education Association, MUPL-2850, G.L. c.150E, Section 12, as limited by the First Amendment to the United States Constitution, permits public employee unions to negotiate a requirement that non-members pay agency service fees; provided the service fees do not exceed the fee payer's "pro rata share of the legitimate costs of collective bargaining." Lyons v. Labor Relations Commission, 397 Mass. 498, 501 (1986); see also, School Committee of Greenfield v. Greenfield Education Association, 385 Mass. 70, 76 (1982). A union that demands an excessive fee violates G.L. c.150E, Section 10(b)(1). Id.

Public employees who object to the amount of a fee are responsible for voicing





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their objections to it. Chicago Teachers Union, Local 1 v. Hudson, 106 S. Ct. 1006 (1986); Aboud v. Detroit Board of Education, 431 U.S. 209, 238 (1977). However, once an employee files a prohibited labor practice charge objecting to the amount of the fee, the Union bears the burden of proving that the service fee reflects permissible expenditures. Aboud at 237-40 n. 40; School Committee of Greenfield at 85; 456 CMR 17.15(2) (formerly 402 CMR 17.15(2)).

Here, the charging parties challenge only that portion of their service fees payable to the MTA and the NEA. They do not object to the \$20.00 demanded of them by the Association for 1981-82 or the \$20.00 demanded for 1982-83. Accordingly, we conclude that the charging parties must pay that portion of the 1981-82 and 1982-83 service fees allocated to the Association.

However, we must consider whether the Association has sustained its burden of establishing that those portions of the 1981-82 and 1982-83 service fees allocated to the MTA and the NEA, minus the "rebatable amounts" the Association concedes its affiliates spent impermissibly, were proportional to their permissible expenses. Based on the evidence before us, we conclude that the Association has not met that burden.

In Woburn Education Association, *supra*, we concluded that there are two ways to demonstrate an employee's proportional share of collective bargaining, contract administration and grievance adjustment costs. First, a union can introduce evidence showing all of the amounts that it has spent permissibly and then divide the total by the number of employees represented. Second, it can introduce evidence that the membership dues for a particular year represent the members' pro rata share of the anticipated union expenses for that year and that a particular percentage of those expenses were permissible. Sl. Op. at 13 MLC 1563.

Here, as in Woburn Education Association, the Association offered no evidence that membership dues for 1981-82 or 1982-83 represented the members' pro rata share of the MTA and NEA's total permissible expenses for those years. Nor did it provide any evidence of the number of employees represented by the MTA and the NEA. Accordingly, the Association has not provided us with the minimum evidence needed to establish the permissibility of those portions of the 1981-82 and 1982-83 service fees allocated to the MTA and the NEA.

Further, because the remaining evidence presented by the Association here is virtually identical to that in Woburn Education Association, we need not restate our discussion concerning the extent to which such evidence would satisfy a union's *prima facie* burden in future cases. However, we do wish to comment on the probative value of one additional document which the Association offered in this case: the Findings of Fact and Determination of a "representation fee umpire."

We believe that the agency fee umpire's report (Association Exhibit 13) is of little probative value and does not satisfy the Union's *prima facie* burden.<sup>9</sup> As we

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<sup>9</sup>Although our regulations contemplate that we will defer to a fee umpire or arbitrator's independent determination of the permissible amount of the service fee, (continued)



observed in Woburn Education Association, at a minimum a union's evidence should include audited financial records or equally reliable evidence itemizing expenses and demonstrating how the expenses should be categorized according to the categories in 456 CMR 17.04 (formerly 402 MCR 17.04). Unless individual expenses are, on their face, inherently related to collective bargaining, the union must demonstrate by detailed documentary<sup>10</sup> or testamentary evidence why the expense should be included in a particular category.

The umpire's report here is a summary document that is neither based on audited financial records nor conforms the NEA's expenditures to the categories in 456 CMR 17.04. Further, it does not specify exactly which NEA records or which particular expenses formed the basis for the factual conclusion made by the fee umpire, and the Association provided no witnesses to testify about those expenses. Absent that supporting evidence, we are unable to categorize any of the aggregate expenses in the fee umpire's report as permissible or impermissible.

This is not to suggest that summaries of union expenses have no probative value in determining whether a union has met its prima facie burden in service fee cases. When a union does introduce summaries, however, these summaries must meet the following requirements: 1) they must be based on audited or equally reliable financial records; 2) they must be organized according to the categories in 456 CMR 17.04; and 3) they must be introduced through a witness or witnesses who can knowledgeably testify about the nature and accuracy of the underlying expense data and who can sufficiently detail the summarized expenses, through documents or testimony, to persuade the Commission that the summary is reliable; and 4) the underlying data must be made available to an objecting employee who requests the opportunity to examine it.

#### Conclusion

Because the Association's evidence is insufficient to enable us to meaningfully categorize the MTA's and NEA's expenses for 1981-82 and 1982-83 as permissible, the Association has not met its initial burden of demonstrating the permissibility of the MTA and NEA portion of the service fees it demanded of the charging parties for these years. Accordingly, we conclude that the Association has violated Section 10(b)(1) of the Law by demanding that charging parties pay a service fee for 1981-82 and 1982-83 that exceeds the amount permitted by Section 12 of the Law.

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9 (continued)

456 CMR 17.04 (formerly 402 CMR 17.04), we could not do so where, as here, the findings that certain expenses were "permissible" were made by a third party selected solely by the union and the objecting service fee payer had no opportunity to participate in the arbitration or fact-finding proceedings. Chicago Teachers Union Local 1 v. Hudson, *supra*.

<sup>10</sup> Any offered documents must, of course, be admissible into evidence.



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ORDER

WHEREFORE, based upon the foregoing, it is hereby ORDERED that the Milford Teachers' Association shall:

1. Cease and desist from demanding an agency service fee from Richard J. Pultz, Alfred Rossetti, Nello A. Allegrezza, Ernest Kapatoes, and Anthony Villani for 1981-82 and 1982-83 that exceeds \$20.00 for each of those years.
2. Not attempt to enforce the agency fee provision contained in any collective bargaining agreement, between the Milford School Committee and the Association that was in effect in 1981-82 and 1982-83 to the extent that that agency fee provision requires Richard J. Pultz, Alfred D. Rossetti, Nello A. Allegrezza, Ernest Kapatoes, and Anthony Villani to pay an agency service fee in excess of \$20.00 for each of those years.
3. Not seek the discharge of, or any other sanction against, Richard J. Pultz, Alfred D. Rossetti, Nello A. Allegrezza, Ernest Kapatoes, and Anthony Villani for failing to pay an agency fee in excess of \$20.00 each year for 1981-82 and 1982-83.
4. Refund to Richard J. Pultz, Alfred D. Rossetti, Nello A. Allegrezza, Ernest Kapatoes, and Anthony Villani a sum equal to the 1981-82 and 1982-83 agency service fees, less \$20.00 for each year, from monies held in escrow by the Association, plus all annual interest accrued on the amounts in excess of \$20.00.
5. Post in all places where notices are normally posted for bargaining unit members, and leave posted for a period of not less than thirty (30) days, copies of the attached Notice to Employees.
6. Notify the Commission within thirty (30) days of receipt of this Decision and Order of the steps taken to comply herewith.

It is further ORDERED that Richard J. Pultz, Alfred D. Rossetti, Nello Allegrezza, Ernest Kapatoes, and Anthony Villani shall each:

1. Pay to the Milford Teachers' Association, that portion of the 1981-82 and 1982-83 agency fees (\$20.00/year) which was payable to the Milford Teachers' Association, plus accumulated interest on those amounts, from the monies held in escrow.

COMMONWEALTH OF MASSACHUSETTS  
LABOR RELATIONS COMMISSION

PAUL T. EDGAR, CHAIRMAN  
MARIA C. WALSH, COMMISSIONER  
ELIZABETH K. BOYER, COMMISSIONER



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NOTICE TO EMPLOYEES  
POSTED BY ORDER OF  
THE MASSACHUSETTS LABOR RELATIONS COMMISSION  
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

After a hearing before the Labor Relations Commission, the Commission determined that the Milford Teachers' Association violated Section 10(b)(1) of G.L. c.150E (the Law) by demanding agency service fees for 1981-82 and 1982-83 from Richard Pultz, Alfred Rossetti, Nello Allegrezza, Ernest Kapatoes, and Anthony Villani that exceed the amount permitted by Section 12 of the Law.

WE WILL NOT demand an agency service fee from Richard Pultz, Alfred Rossetti, Nello Allegrezza, Ernest Kapatoes, and Anthony Villani for 1981-82 and 1982-83 that exceeds \$20.00 for each of those years.

WE WILL NOT enforce the agency service fee provision contained in any collective bargaining agreement between the Milford School Committee and the Milford Education Association that was in effect in 1981-82 and 1982-83 to the extent that that agency service fee provision required Richard Pultz, Alfred Rossetti, Nello Allegrezza, Ernest Kapatoes and Anthony Villani to pay an agency service fee of \$20.00 for each of those years.

WE WILL NOT seek the discharge of or any other sanction against Richard Pultz, Alfred Rossetti, Nello Allegrezza, Ernest Kapatoes, and Anthony Villani for failing to pay an agency fee in excess of \$20.00 each year for 1981-82 and 1982-83.

WE WILL refund to Richard Pultz, Alfred Rossetti, Nello Allegrezza, Ernest Kapatoes, and Anthony Villani a sum equal to the 1981-82 and 1982-83 agency service fees, less \$20.00 for each year, from monies held in joint escrow, plus all interest accrued on amounts in excess of \$20.00.

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President  
Milford Teachers' Association

