
BELMONT SCHOOL COMMITTEE AND BELMONT PUBLIC SCHOOL SECRETARIES ASSOCIATION,
AFFILIATED WITH LOCAL 925, SEIU, MUP-4742 (10/15/82).

- (60 Refusal to Bargain)
67.621 refusal to bargain based on change of union affiliation
(70 Union Administration and Prohibited Practices)
75.8 mergers and affiliations

Commissioners participating:

Joan G. Dolan, Commissioner
Gary D. Altman, Commissioner

Appearances:

- | | |
|-------------------------|---|
| Loretta Attardo, Esq. | - Representing the Belmont School Committee |
| Jonathan P. Hiatt, Esq. | - Representing the Belmont Public Schools Secretaries Association, Affiliated with Local 925, SEIU, AFL-CIO |

DECISION

Statement of the Case

The Belmont Public School Secretaries Association, affiliated with Local 925, Service Employees International Union, AFL-CIO filed a charge with the Labor Relations Commission (Commission) on February 4, 1982, alleging that the Belmont School Committee (Employer) had engaged in prohibited practices within the meaning of Sections 10(a)(5) and (1) of G.L. c.150E (the Law). Pursuant to its authority under Section 11 of the Law the Commission investigated the charge, and on April 9, 1982, issued its own complaint of prohibited practice. In brief, the complaint alleged that the Employer violated Sections 10(a)(5) and (1) of the Law by refusing to continue recognition of the Belmont Public School Secretaries Association (BPSSA) after it affiliated with Local 925, Service Employees International Union, AFL-CIO (Local 925).¹ Pursuant to notice the matter came on to be heard before Hearing Officer

¹On or about January 29, 1982 the Employer filed charges against BPSSA alleging that they violated Sections 10(b)(1) and (2) of the Law by improperly affiliating. Those charges were docketed as MUPL-2472 and MUPL-2471 respectively. On the same date, the Employer also filed MCRE-2019, a petition seeking to resolve an alleged claim of representation by two employee organizations. The Commission administratively dismissed MUPL-2472 and MUPL-2471 on the basis that the facts adduced at the investigation did not give probable cause to believe either Section 10(b)(1) or (2) had been violated. The Commission also administratively dismissed MCRE-2019, since preliminary investigation indicated a valid affiliation, and therefore no question of representation existed. There existed no reasonable basis for believing that a schism had occurred, or that the Employer was in a quandary over which faction had the right to administer the collective bargaining agreement on behalf of the employees. We take administrative notice of all three cases.



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Robert B. McCormack on May 12, 1982. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence was afforded all parties. Having examined the evidence of record and the briefs of the parties, we find and rule as follows.²

Findings of Fact

For approximately 15 years the employer recognized the BPSSA as the collective bargaining representative of the 52 week and 44 week secretarial-clerical staff employed in the Belmont Public Schools.³ Several collective bargaining agreements have been executed between the parties. The most recent negotiations were conducted in the Spring and Summer of 1981, and the prior agreement was extended, with some modifications not material here, until June 30, 1982. During the last negotiations, there was agreement by all concerned that the collective bargaining unit consisted of 22 named employees, including Angelina Furnari, Margaret Murphy and Frances Conte. These are secretaries to the Assistant Superintendent for Business and Finance, the Superintendent of Schools, and the Director of Personnel and Special Services, respectively.

The BPSSA had considered affiliating with a larger organization for about four years, but it was not until January or February, 1981 that they took active steps to affiliate with the Belmont Administrators and Clerical Association (BACA). For reasons not important here, their efforts to affiliate with BACA did not materialize.

On August 7, 1981, Attorney Donald J. Siegel wrote the President of the BPSSA and suggested three courses of action it might take. First, it might continue the status quo as an unaffiliated association; second, it might negotiate an agreeable arrangement whereby it could affiliate with BACA;⁴ or, third, it might affiliate with a national union. Siegel suggested seven large unions which might be considered, and indicated people within each who might be contacted for information. He also suggested ten pertinent questions which might be asked when discussing affiliation.

Rochelle Sacco, President of the BPSSA, invited Dorine Levasseur, President of Local 925, to her home on or about September 23, 1981.⁵ Lavasseur presented

²Since the parties do not contest the jurisdiction of the Commission, jurisdictional findings are unnecessary.

³There are five secretaries who are not included in this unit. One works for the Director of Personnel and Special Services. The other four work in undisclosed areas.

⁴The BACA affiliation had not been discounted at that point.

⁵Local 925 was the first labor organization listed in Siegel's letter. Sacco testified that her husband, a unionized fire fighter, suggested it might be an affiliation worth looking into.



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Sacco and some other members of the unit with printed material explaining the benefits and services Local 925 offered. Some discussion ensued, and Sacco said she would report the events to the membership of the BPSSA who were expected to arrive later. The two women parted with the understanding that they would again confer if the members wished to pursue the affiliation further.

Shortly thereafter, Sacco again invited Levasseur to her home to meet with all members of the unit. That pre-publicized meeting was held October 29, 1981. Levasseur was accompanied by Jane Donnelly, a secretary in the Brockton Public Schools.⁶ Levasseur again distributed literature upon Local 925's services and benefits, and the two women discussed the terms of an affiliation and answered questions from the members. They showed the agreement between Local 925 and the Brockton Secretaries, and it was suggested that this might serve as a possible model for a Belmont agreement. After the meeting, Sacco distributed the literature to all members of the collective bargaining unit who were not in attendance.⁷

Another membership meeting was called on November 9, 1981. Levasseur did not attend. There was further talk of affiliation, and whether other labor organizations should be investigated. One member, Audrey Deshler, volunteered to make further inquiry.

On November 13, 1981, Sacco sent the following letter to all members of the unit.

Dear Members,

First, I would like to thank those of you who attended our last meeting and expressed your thoughts, ideas, and feelings regarding our affiliation with Local 925. Because of your many questions, I have asked Ms. Dorine Levasseur to attend our next meeting, which will be held on Monday, November 23, at 4 p.m. in the High School Conference Room. Audrey will bring us up to date on her findings and I have also made more inquiries. We can then evaluate our alternatives.

I realize this is a busy time of year for all of us, but I am sure we would all agree that a decision must be made now so that we can move forward toward negotiating our Contract.

A secret ballot will be taken at this meeting as to whether or not the B.P.S.S.A. shall affiliate with Local 925.

⁶ Local 925 had recently organized the Brockton School Secretaries.

⁷ Levasseur did not show the constitution and by-laws of Local 925 or Service Employees International Union. Nobody requested to see them. Levasseur, however, did provide whatever information was requested.



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It is imperative that we have a unanimous attendance at this meeting.

Thank you for your continued support and cooperation.

Rochelle Sacco
President

The November 23, 1981 meeting was held as planned. Audrey Deshler's ideas were discussed.⁸ Levasseur was present and again answered questions from unit members. Local 925 and BPSA agreed to terms for affiliation which were reduced to a written but unsigned memorandum:

SUMMARY OF TERMS OF AFFILIATION OF THE BELMONT PUBLIC SCHOOL
SECRETARIES ASSOCIATION WITH LOCAL 925, SERVICE EMPLOYEES INTER-
NATIONAL UNION, AFL-CIO, Effective 12/4/82

RIGHTS AND RESPONSIBILITIES OF THE BELMONT PUBLIC SCHOOL SECRETARIES
ASSOCIATION:

The Association:

1. Will maintain its current structure of officers and will continue to elect its own officers and negotiating team members; will conduct its own affairs and through those elected officials as an autonomous group affiliated with Local 925.
2. Will maintain its current membership.
3. Will participate in devising its own contract proposals as in the past; will participate actively in the negotiating of contracts.
4. Will continue to collect dues from its members at the current rate of \$5 per month which dues shall be forwarded to Local 925 monthly.
5. Will have the right to rescind affiliation with Local 925 at the time of ratification of a new contract in which case all responsibilities listed here on the part of the Association and the Union shall cease. If the Association votes to ratify the new contract and retain its affiliation with Local 925, members of the Association who wish to maintain their membership shall pay monthly dues at the rate of 1% of the monthly gross salary (minimum \$4/month, maximum \$10/month) as provided by the Local 925 constitution.

In addition, members of the Association will be members of Local 925 with all rights and status of membership in the Local including the right to run for and hold elected office in the Local. However, members of the Association will continue to pay dues directly to the

⁸ The evidence does not demonstrate the extent of Deshler's probe into alternatives.



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Association by direct payment as is currently done until and unless a new contract, ratified by the members, shall provide otherwise.

RIGHTS AND RESPONSIBILITIES OF LOCAL 925, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

The Local:

1. Will pay the Association's outstanding legal fees.
2. Will provide legal advice, negotiation assistance, contract servicing assistance, including grievance handling and arbitration.
3. Will provide attorneys when necessary for ordinary legal services at no added cost to the Association.
4. Will secure and pay for arbitrators at no added cost to the Association.
5. Will provide a negotiator to work with the negotiating team.
6. Will provide a union representative to work on a consistent basis with the Association to provide necessary services.
7. Will provide copies of the collective bargaining agreement.
8. Will provide clerical assistance in typing letters, proposals, contracts, grievances and keeping membership records.
9. Will provide assistance in gathering research material and statistics.
10. Will provide a seat on the Executive Board of the Local for a duly appointed member of the Association.
11. Will accord the Association and its members all other rights and privileges guaranteed by the Constitution of Local 925 and of the Service Employees International Union, AFL-CIO.

Pre-prepared ballots were then distributed to all persons present except Murphy, Furnari and Conte. The latter were instructed not to vote by President Sacco.⁹ The

⁹Explanation is required here. In early 1981, when BPSSA attempted to affiliate with BACA, these three secretaries were notified by their superiors that because of their alleged confidential status they could not be part of the proposed collective bargaining unit. Another attorney representing the Employer declined to execute a consent election agreement unless they were excluded. Indeed, the Employer's petition in MCRE-2019 indicated that there were only 19 employees in the collective bargaining unit and not 22. This was the first time their status had been questioned. Donald J. Siegel, Esq., who was representing BPSSA at the time, agreed to their exclusion upon condition that it be explained to them and their consent obtained. Accordingly, the following document was drafted by Siegel and executed by the three secretaries on February 13, 1981.

It is my understanding that the Belmont Administrative and Clerical Association has filed a petition for a representation election at the Massachusetts Labor Relations Commission, MCR-3173. It is my understanding that this petition is likely to result in the ordering of an election to

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ballots offered a yes or no choice upon the question of "shall the BPSSA affiliate with Local 925, SEIU." The unit members present, except Furnari, Murphy, and Conte who voiced no complaint at their exclusion, marked their ballots, stapled them, and placed them in a sealed envelope. Later, ballots were given to unit members who were not present, with instructions to mark them, insert them in a sealed envelope and mail them to the President. At another meeting held on December 4, 1981, all ballots were intermingled, de-stapled and counted. Ten voted in favor of affiliation, and nine opposed. There were no objections to the election.

On January 4, 1982, Lavasseur informed the School Committee of the affiliation vote and advised that the name of the employee organization had changed to Belmont Public Schools Secretaries Association, affiliated with Local 925, SEIU, AFL-CIO. Her letter indicated, in pertinent part:

"All officers and functional leaders of the Association remain the same and we anticipate no change in our day-to-day relationship with the School Committee. The continuity of organization in the Association has been completely preserved and we intend to honor fully all contractual commitments with the School Committee. Please note for your records the change in the name of the contracting union.

We would like to meet with you at a mutually convenient time to clear up any questions and establish any new procedures. We would at that time wish to execute an amendment to the collective bargaining agreement to reflect the new name of the organization, which I have enclosed."

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see if the current members of the Belmont Public School Secretaries Association wish to be represented by the Belmont Administrative and Clerical Association.

I have been informed that the Belmont School Committee is insisting on deleting my position from the bargaining unit. I understand that if the Association agrees to delete my position from the bargaining unit that I will no longer be entitled to the protection of collective bargaining and/or the protection of the current collective bargaining agreement between the Belmont School Committee and the Belmont Public School Secretaries Association. Nevertheless, I agree and approve of the deletion of my position from the bargaining unit.

Notwithstanding the above, they continued to receive contractual benefits as before, and apparently participated in the present affiliation meetings, except for voting. There is some color for their exclusion as confidential employees. Conte works for the Director of Personnel and Special Services, and the latter participates in the hiring of all employees, assists in their evaluations, and participates in all collective bargaining. As previously noted, Furnari and Murphy work for the Assistant Superintendent of Business and Finance and the Superintendent of Schools

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On January 27, 1982, the Employer, through counsel, declined recognition and advised that it had filed a petition with the Commission.

On December 20, 1978, Local 925 filed an Employee Organization Information Report and an Employee Organization Annual Report with the Commission. Its provisional constitution and by-laws were attached. These reports have not been up-dated since.

Opinion

The Employer first argues that the identity of the bargaining agent has changed by the affiliation, thereby creating a question of representation. Accordingly, the Employer contends it is relieved from its bargaining obligation. The Employer's position is best espoused by the Third Circuit Court of Appeals, which holds a view unaccepted by the National Labor Relations Board (NLRB) and the other circuits. There, it is settled law that a local independent's affiliation with a large international union can give rise to a representation question sufficient to end an employer's duty to bargain. In their view, the very act of affiliation with a national entity is a commitment to change in the fulcrum of union control and representation. The Third Circuit reasons that an affiliation, with an international union, which may have some 200,000 dues paying members, and which has interests and positions of national scope, must necessarily change the scope of the existing independent union. See, for example, Sun Oil Company of Penn. v. NLRB, 576, F.2d 553, 98 LRRM 2467 (3rd Cir. 1978); NLRB v. Gloekler Northeast Co., 540 F.2d 197, 93 LRRM 2039 (3rd Cir. 1976); American Bridge Division U.S. Steel Corp. v. NLRB, 457 F.2d 660, 79 LRRM 2877 (3rd Cir. 1972). The Third Circuit analysis relies upon factors which do not pertain here. There, the local unions transferred considerable power to their larger affiliates, and it could no longer be said that the locals negotiated their own contracts, handled their own grievances, decided strike issues, fixed their own fines, dues and assessments, and audited their own records. Moreover, after affiliation they were governed by certain mandatory provisions of the constitution and by-laws of the international union. In the case sub judice, the preponderance of the evidence demonstrates that the Belmont Local maintains a great deal of autonomy.

Furthermore, we believe that the Third Circuit approach is wrong. In Sun Oil Co., we agree that important changes took place in the bargaining representatives of the company's employee. Nevertheless, the Court focused solely upon those changes and ignored the purpose of the "continuity doctrine"¹⁰ which fosters stable

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respectively. The latter administrator is certainly a managerial employee due to his powers under G.L. c.71. The duties of the Assistant Superintendent for Business and Finance are not in evidence. Perhaps the reason Furnari, Murphy and Conte were not previously excluded is noted in footnote 3.

¹⁰This continuity doctrine is examined in greater detail infra.



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and continuing labor relations, preserves efficiency of operations and effective dealings, and safe-guards the rights of employees to effective representation.¹¹ In essence the Third Circuit holds that any affiliation by an independent labor organization with an international union destroys the independent's certification, terminates an existing collective bargaining agreement, and relieves the employer of its duty to bargain. Such results are untenable under our law. In Gloekler, supra, the court attached "particular significance" to the increase of the union's economic power, and was concerned that the Employer's bargaining strength vis-a-vis the union's had been eroded. There, the court noted that strike benefits paid by the International would make the employees more autonomous in the event of a work stoppage, and fretted that the union's newly acquired power "could be used aggressively to affect company contracting-out decisions."¹² The NLRB has often repudiated the concept that preservation of industrial stability includes protecting the Employer from increases in the union's bargaining clout. New Orleans Pub. Serv., Inc., 237 NLRB 191 (1978); Newspapers Inc., 210 NLRB 8 (1974), enfd. 515 F.2d 334 (5th Cir. 1975). It certainly has no basis in the law we administer. An employer's private interest cannot be said to outweigh the public interest in bestowing upon employees the right to be represented by employee organizations of their own choosing,¹³ and in preserving for employees a stable bargaining relationship based upon existing collective bargaining agreements.

In practice, local unions do, at various times, affiliate or change their affiliations. Merger of a local with another, creation of a new local from part of an old one, affiliation and disaffiliation from an international, and amalgamation of several unions into a single entity are commonplace. Such changes ordinarily do not change the identity of the union, especially where the change is approved by the members, and the officers of the union and its membership remain substantially the same. NLRB v. Weyerhaeuser Co., 39 LC 66,394 (7th Cir. 1960); NLRB v. Harris-Woodson Co., 179 F.2d 720, 17 LC para. 65,586 (4th Cir. 1950); Litho-Graphic Press Inc., 159 NLRB 1, 1966 CCH NLRB para. 20,499. In dealing with cases involving a change in union affiliation from one international union to another, the NLRB adheres to the position that a certified union continues to exist, and that such situations do not involve two entirely different labor organizations. Knapp-Sherill Co., 111 LRRM 1068 (1982), Feibus-Gordon of Charlotte, Inc., 187 NLRB 316, CCH NLRB para. 22,564 (1971). In addition, a change in affiliation relates only to a matter of the internal policy of the union and has no probative value concerning the employees' choice of a union as their collective bargaining representative. American Range Lines, 13 NLRB 139 (1939); Fox Memorial Hospital, 247 NLRB 43, 103 LRRM 1151, 1153 (1980).

An employer has no right of choice, either affirmatively or negatively, as to who will sit on the opposite side of the bargaining table. Newspapers Inc., supra, at 86 LRRM 1126; NLRB v. Roscoe Skipper, Inc., 213 F.2d 793, 794, 34 LRRM 2315

¹¹ The Commission's mandate in respect to these factors is found in Section 3 of the Law.

¹² 540 F.2d at 202.

¹³ See Section 2 of the Law.



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(5th Cir. 1954). An affiliation is the alignment or association of a union with a national or parent organization. It does not create a new organization, nor does it result in the dissolution of an already existing organization. Amoco Production Co., 239 NLRB 1195, 100 LRRM 127 (1979) remanded 613 F.2d 107, 103 LRRM 2810 (5th Cir. 1980). To refuse to give effect to the desires of the employees would amount to giving the employer the right to veto the employees' choice of a bargaining representative. Fox Memorial Hospital, *supra*. Whether the merged union should continue to be considered the collective bargaining representative of a unit of employees depends, in the first instance, on a factual determination--is it a continuation of the old union under a new name or is it a substantially different organization? Texas Plastics, 263 NLRB No. 59, 111 LRRM 1058 (1982), NLRB v. Commercial Letter Inc., 496 F.2d 35, 39, 86 LRRM 2288 (8th Cir. 1974); NLRB v. Hershey Chocolate Corp., 297 F.2d 286, 293, 49 LRRM 2173 (3rd Cir. 1961); Carpinteria Lemon Association v. NLRB, 240 F.2d 554, 557, 39 LRRM 2185 (9th Cir. 1956), cert. den. 354 U.S. 909, 40 LRRM 2200 (1957). This factual determination is for the Commission to make, and it resolves not around criteria such as the size of the respective locals, or organizational differences in the national unions of which they become a part. Rather, we must consider whether changes have occurred in the rights and obligations of the union's leadership and membership, and in the relationships between the putative bargaining agent, its affiliate and the employer. NLRB v. Pearl Bookbinding Co., 512 F.2d 1108, 89 LRRM 2614 (1st Cir. 1975); J. Ray McDermott and Co., Inc., 571 F.2d 850, 98 LRRM 2191 (Cir. 1978); Quemetco, Inc., 226 NLRB 1398, 91 LRRM 1580 (1976). Here, the merger of BPSSA with Local 925 resulted in no substantial change. The same contract will be administered by the same persons in the same way as before the merger. Membership remains the same. BPSSA has retained its old officer, assets, and bank accounts.

The Employer next contends that the procedures used in conducting the affiliation election do not rise to the standards necessary to ensure due process. See North Elec. Co., 165 NLRB 942, 65 LRRM 1379 (1967). Therefore, it argues, the election and resultant affiliation were invalid. Numerous cases were cited regarding criteria used in evaluating the fairness of representation elections conducted by the NLRB. As we discuss below, the alleged irregularities the Employer raises here were either insubstantial or were occasioned by the Employer's own conduct. We find no merit in the argument that minimal standards of due process were lacking.

An affiliation vote is basically concerned with the organization and structure of the labor organization, and not the representational status of employees. It is the sort of internal union matter into which the NLRB does not intrude. We will determine whether the vote was conducted with adequate due process, including, for example, proper notice to all members, an ample time for discussion, an orderly vote, and reasonable precautions to maintain the secrecy of the ballot. The NLRB has consistently held that the strictures which the Board imposes on its own election proceedings are not generally applicable in proceedings to amend certification, or in proceedings (like) this involving (union) affiliation elections. Amoco Production Co., *supra*; Quemetco, Inc., 226 NLRB 1398, 1399, 91 LRRM 1580 (1976). Accord: Goodfriend Western Corp. d/b/a Wrangler Ranch, 232 NLRB 527, 97 LRRM 1074 (1977); Samuel P. Katz, d.b.a American Mailers (Plant No. 2), 231 NLRB 1194, 96 LRRM



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1274 (1977); and North Electric Co., *supra*. The NLRB has never laid down hard and fast rules regarding the manner in which affiliation elections must be conducted. NLRB v. Commercial Letter Inc., *supra*. Strict procedures are required in certification and decertification proceedings because the union's majority status is on trial. The outcome may decertify an incumbent representative, certify an entirely different one, or cause deunionization altogether. In affiliation situations, however, the union's majority status is not in question. Affiliations cannot be instigated by the employer or by any union other than the incumbent. The only question is whether the membership desires to affiliate. If they do not, the status quo remains unchanged.

Let us assume, *arguendo*, the merit of the Employer's argument that the BPSSA's officers favored Local 925 over other labor organizations suggested in Seigel's letter. Let us further assume that there was no investigation of other alternatives.¹⁴ These facts alone hardly invalidate the results of the meetings the BPSSA's officers chaired. Hamilton Tool Co., 190 NLRB 571, 17 LRRM 1257 (1971). The task of union leaders is to lead; they cannot be faulted for sponsorship of a particular program so long as their leadership is fair and protective of the union member's rights. The members here were presented with an obvious alternative to approval of the officers' resolutions, namely, disapproval. J. Ray McDermott and Co., Inc., *supra*.

Here, the affiliation vote was conducted with adequate due process. Members were given advance notice, there was opportunity for ample discussion, the ballot was secret, and the ballots were properly safeguarded. All members of the unit voted except Funari, Conte and Murphy. The Employer's argument that their exclusion should invalidate the election is untenable. The status of these employees was never an issue until raised by the Employer itself during an earlier attempt at affiliation. Sacco directed these three not to vote so that the results of the election would not be clouded by the issue of whether their votes should be discounted because of their possible confidential status. Indeed, the Employer evidently considered them as confidential employees, since its petition in MCRE-2019 listed but 19 instead of the 22 employees previously recognized as comprising the unit. It ill-behooves the Employer to now complain of their disenfranchisement. Further, the three individuals do not complain. Indeed, no employee has ever raised any objection since the votes were counted. Whether or not the employees involved have complained of or taken any action opposed to a change of representative has been one of the factors considered by the NLRB in deciding such cases. Hamilton Tool Co., *supra*, Quemeteco Inc., *supra*.

The employer argues that Local 925's promise to pay BPSSA's \$445 legal fee and to forego payment of dues until such time as a collective bargaining agreement invalidates the action taken by the employees. We disagree. Again, the cases

¹⁴ The latter assumption is against the weight of the evidence.



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quoted by the Employer apply to representation elections conducted by the NLRB. As previously noted, the due process in affiliation elections need not be as stringent as the standards for representation elections. It can be assumed that both promises had an appreciable and positive effect upon members of the union. They were not, however, in the context in which they were offered, unlawful inducements. It is significant that such promises relate solely to the BPSSA's internal concerns, and they do not impact in any manner the collective bargaining relationship between it and the Employer. Neither BPSSA nor Local 925 can be faulted for striking a deal which is considered mutually advantageous. We will not lightly deny effect to an affiliation freely chosen by a majority of the Union's membership. To do so would free an employer from its obligations under a collective bargaining agreement which was fully and fairly bargained. At a minimum, it would destroy an established collective bargaining relationship.

Basically, our goal is to guarantee employees their free choice of a bargaining representative, and to foster stable collective bargaining relationships. Implicit in our concern for stability is the "continuity doctrine" by which we will test whether replacement of a local by its successor will significantly disrupt the existing bargaining relationship. Our previously described due process standards in affiliation elections will afford free choice to employees, and should ensure that the outcome reflects their true desires. Thus, if either continuity of representation or due process, as so defined, is lacking, we will invalidate an affiliation election. Judged by any and all of these standards, BPSSA's affiliation with Local 925, Service Employees International Union, AFL-CIO, is valid.

Accordingly, we rule that the Employer's refusal to bargain with the Belmont Public School Secretaries Association, affiliated with Local 925, Service Employees International Union, AFL-CIO violated Section 10(a)(5) of the Law. Derivatively, the Employer has restrained, coerced and interfered with employees in the exercise of their rights under the Law, in violation of Section 10(a)(1).

Order

WHEREFORE, on the basis of the foregoing, the Belmont School Committee is hereby ordered to:

1. Immediately cease and desist from refusing to bargain collectively in good faith with the Belmont Public Schools Secretaries Association, affiliated with the Local 925, Service Employees International Union, AFL-CIO.
2. Upon demand, immediately bargain in good faith with Belmont Public School Secretaries Association, affiliated with Local 925, Service Employees International Union, AFL-CIO concerning wages, hours, standards of productivity and performance, and any other terms and conditions of employment.
3. Post the following notice at all locations where BPSSA employees work, and leave the same posted for a period of thirty days.



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4. Notify the Commission, in writing, within ten days of receipt of this decision and order, of the steps taken to comply therewith.

COMMONWEALTH OF MASSACHUSETTS
LABOR RELATIONS COMMISSION

JOAN G. DOLAN, COMMISSIONER
GARY D. ALTMAN, COMMISSIONER

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

After a hearing, the Labor Relations Commission found that the Belmont School Committee violated Sections 10(a)(5) and (1) of G.L. c.150E (the Massachusetts Public Employee Collective Bargaining Law) by refusing to bargain with the Belmont Public Schools Secretaries Association, affiliated with Local 925, Service Employees International Union, AFL-CIO.

WE WILL immediately cease and desist from refusing to bargain collectively in good faith with the aforesaid labor organization.

Upon demand, we will immediately bargain in good faith with the aforesaid Association concerning wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

BELMONT SCHOOL COMMITTEE

By: _____
Chairperson

