

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

In the Matter of
MEDFORD SCHOOL COMMITTEE

and

TEAMSTERS LOCAL 25

Case No. MCR-21-8931

Date Issued: July 5, 2022

CERB Members Participating:

Marjorie F. Wittner, Chair
Kelly Strong, Member

Appearances:

Howard Greenspan, Esq. - Representing the Medford School
Committee

Luke Liacos, Esq. - Representing Teamsters Local 25

DECISION AND DIRECTION OF ELECTION

Summary

1 Teamsters Local 25 (Local 25) filed a representation petition with the Department
2 of Labor Relations (DLR) seeking to represent a bargaining unit of school administrators
3 that has been represented by the Medford Administrators Association (Association) for
4 over forty years. The Medford School Committee (School Committee or Employer)
5 opposed the petition on grounds that the three positions or job groups that comprise the
6 unit, Coordinators, Directors and Assistant Principals, do not share a community of

1 interest and thus, the historical unit is no longer appropriate. It claims instead that the
2 administrators should be separated into three distinct bargaining units, corresponding to
3 each of the three job groups. Local 25 asserts the Commonwealth Employment
4 Relations Board (CERB) should order an election in the single, petitioned-for unit
5 because the three job groups share a community of interest and because the Employer
6 has failed to demonstrate, under the CERB's severance standard, that differences
7 between the three job groups preclude effective bargaining in a single unit. For the
8 following reasons, we determine that the petitioned-for unit is an appropriate bargaining
9 unit under Section 3 of M.G. L. c. 150E (the Law) and direct an election in that unit.

10 Statement of the Case

11
12 On November 12, 2021, Local 25 filed the instant petition seeking to represent
13 the following employees:

14 All administrators including the Director of Technology Projects employed
15 by the Medford School Committee below the classification of Assistant
16 Superintendent, who devote fifty percent or more of their time to
17 administrative duties.
18 Excluded: All others.

19
20 On November 17, 2021, the DLR sent a Notice of Hearing to the parties
21 scheduling this matter for a hearing on January 5, 2022. The DLR sent a separate letter
22 to the Association notifying it that if it wished to intervene in the proceeding, it needed to
23 file a motion with the DLR within thirty days. By e-mail dated November 30, 2021, the
24 Association informed the DLR that it would not file a motion to intervene. By letter dated
25 December 2, 2021, the DLR informed Local 25 and the School Committee that the
26 Association had disclaimed interest in the petitioned-for bargaining unit.

1 On January 5, 2022, the DLR sent a second notice of hearing that rescheduled
2 the hearing for January 26, 2022. On January 26, 2022, a duly-designated DLR hearing
3 officer held a hearing at which both parties appeared and had an opportunity to be
4 heard.¹ Both parties submitted post-hearing briefs. At the hearing, the parties entered
5 into the following stipulations of fact.

6 Stipulations of Fact

- 7 1. The Medford School Committee (the Employer) is a public employer within the
8 meaning of Section 1 of M.G.L. c.150E (the Law).
9
10 2. The Teamsters Local 25 (Local 25) is an employee organization within the
11 meaning of Section 1 of the Law.
12
13
14 3. On November 12, 2021, a Petition was filed seeking to represent the bargaining
15 unit represented by the Association.
16
17
18 4. The Department of Labor Relations' initial investigation indicated that the
19 showing of interest accompanying the Petition was sufficient and that the Petition
20 raised a question of representation.
21
22 5. The current Collective Bargaining Agreement between the Medford School
23 Committee and the Medford Administrators Association, M.A.P.S.A. expired on
24 June 30, 2021.
25
26 6. On or about December 2, 2021, a letter from the DLR Director informed the
27 parties that the Association had disclaimed interest in representing the
28 petitioned-for-bargaining unit.
29
30 7. The recognition clause of the [Association] contract includes:

31
32 All administrators including the Director of Technology Projects
33 employed by the Medford School Committee, below the
34 classification of Assistant Superintendent, who devote 50% or more
35 of their time to administrative duties. Excluded are Teachers,
36 Director of Vocational School, and the Administrator of Computer
37 and Data Processing. Labor Relations Commission certification,

¹ The proceeding was conducted virtually using the WebEx videoconferencing platform.

1 Case No. MCR-2225, as further amended by necessity with the
2 passage of the Education Reform Act of 1993.

3
4 8. In the Medford School District, the teachers are represented by the
5 Massachusetts Teachers Association, the clericals by AFSCME Council 93, and
6 the cafeteria workers by Service Employees International Union.

7
8 9. The parties are not invoking managerial, confidential or supervisory status for
9 any of the employees in the bargaining unit.

10 Findings of Fact

11 Background Information

12 Medford School District

13 The Medford School District is made up of four elementary schools, two middle
14 schools, one alternative high school, and one high school that includes vocational
15 training in a separate building. Approximately 4400 students attend these schools.

16 Administrators' Unit

17 On November 3, 1975, in Case No. MCR-2225, the former Massachusetts Labor
18 Relations Commission (LRC) certified Teamsters Local 380 as the collective bargaining
19 representative in the following unit:

20 All administrators employed by the Medford School Committee below the
21 classification of the Assistant Superintendent, who devote 50% or more of
22 their time to administrative duties. Excluded are all teachers.

23 The record does not reflect what specific administrator titles were included in the
24 original unit.

25 Sometime in the 1980s, for reasons that are not clear from the record, Teamsters
26 Local 380 ceased representing the administrators and the Association became their
27 collective bargaining representative. The present bargaining unit consists of
28 approximately twenty-five employees who work in three different job groups: ten

1 Directors (including one vacancy), five Coordinators of Special Education, and ten
2 Assistant Principals. The Association has represented individuals holding these
3 positions since the 1980s and continued to bargain a series of contracts through June
4 30, 2021.

5 Immediately before the Association disclaimed interest, its Executive Board was
6 comprised solely of Directors. In the past eleven years, however, the Executive Board
7 has also included Assistant Principals and Coordinators, who have bargained on the
8 Association's behalf. The hearing record contains no evidence of actual conflicts
9 relating to bargaining goals or other concerns between the three groups of
10 administrators when they were represented by the Association.²

11 2018-2021 CBA

² David Murphy (Murphy) has served as the Employer's Assistant Superintendent of Finance and Operations since 2020. Murphy was the Employer's sole witness at hearing. In response to a question from the Hearing Officer whether it was sense?? or if he had any evidence that the three groups did not get along, i.e., whether there was "friction" between the three groups, Murphy testified, "I have no idea. I can't speak to that." Murphy further testified, that he "can't say that I have a great deal of knowledge about it because it's not something that I felt was really my place to weigh in on." Murphy later qualified his answer by stating that at some unspecified date after 2020, an unnamed Director had asked him whether Director positions were "equal to principals." Murphy testified that this seemed to be "evidence of friction along the lines of hierarchy, but it wasn't entirely to clear to [Murphy and other central office administrators] in what respect the person wanted . . . us to confirm that they were equal to principals." He stated that this "seemed" to be "some type of evidence" of Directors wanting to "have a higher . . . some type of level of superiority over the coordinators and assistant principals." Local 25 moved to strike the anecdotal testimony as speculative. The Hearing Officer ruled that he would "take it for what it is." We agree that Murphy's response was speculative and thus, overall, supports a finding that the Employer provided no direct evidence during the hearing of actual conflict between the three groups..

1 The Association's most recent and final collective bargaining agreement with the
2 School Committee was for the period from July 1, 2018 to June 30, 2021 (CBA). As
3 reflected in Stipulation 7, above, the CBA's recognition clause states:

4 The Committee recognizes the Association as the exclusive bargaining
5 representative of the professional administrative personnel, hereinafter
6 referred to as "Administrators". This includes:
7

8 All Administrators including the Director of Technology Projects employed
9 by the Medford School Committee, below the classification of Assistant
10 Superintendent, who devote fifty percent or more of their time to
11 administrative duties. Excluded are teachers, the Director of the
12 Vocational Schools, the Administrator of Computer and Data Processing.
13 Labor Relations Commission Certification, Case No. MCR-2225, as further
14 amended by necessity with the passage of the Education Reform Act of
15 1993.

16 Robert Maloney, Jr. (Maloney), who served as the Association's president from
17 2016–2021, and who served on the Association's Executive Board before then,
18 negotiated the CBA on the Association's behalf, along with then-Association Vice
19 President Gail Treanor (Treanor). Maloney's title is Director of Athletics/Community
20 Schools. Treanor, who has since retired, was an Assistant Principal.

21 During the most recent negotiations between the Association and the Employer,
22 the parties agreed to modify certain economic and leave provisions, including
23 percentage wage increases for FY19, FY20, FY21 and mid-year FY 21, but neither the
24 Association nor the Employer made a proposal to change the recognition clause.

25 The yearly percentage salary increases, corresponding annual salaries, number
26 of employees in title within the three job groups, and the number of days worked for
27 each of those titles are set forth in the CBA's Salary Schedule. For example, there is a
28 column for Assistant Principal – HS that reflects that there are four employees in that
29 title and the mid-year FY 21 salary for this title was \$111,684. As of mid-year FY 21,

1 the base salary for all Assistant Principals and SPED Coordinators, as well as the
2 Assistant Director of PE/Health and Athletics was \$111,684. The Directors' salaries
3 varied by title, from \$114,547 for the Director of Fine Arts to \$128,201 for the Director of
4 Curriculum for mid-year FY 21.³

5 Except in the Salary Schedule, none of the CBA's terms, including vacation, sick
6 leave, leaves of absence, discipline grievance procedure, etc., distinguish between
7 Directors, Coordinators and Assistant Principals or even separately mention these titles
8 by name.

9 The Petitioned-for Positions -Generally

10 The Employer does not dispute that all of the petitioned-for individuals serve as
11 administrators in the Medford Public Schools.⁴ It asserts however that they perform
12 different types of administrative duties that render them distinct from one another. The
13 duties and other aspects of these positions are summarized below.

14 Assistant Principals

15 Assistant Principals are school-based. They report directly to the school principal
16 and are the second highest ranking administrator in the school building to which they
17 are assigned. There are four Assistant Principals in the elementary school buildings,
18 two in the middle schools and four at the high school level.

19 All Assistant Principals work 195 days a year leading and managing their
20 particular school community. Their duties typically include overseeing student discipline

³ The Salary Schedule also included some "Supervisor" titles. There is no dispute that the petitioned for unit includes individuals holding the title of Director, Assistant Principals and Coordinators only.

⁴ Murphy testified that the Employer did not dispute that all of the petitioned-for positions were administrative positions.

1 and conducting conflict resolution among the students and staff at their respective
2 schools. These duties can vary, however, depending on the particular School Principal's
3 focus and goals.

4 The School Committee provided job descriptions for Middle School and High
5 School Assistant Principals. Except for references to school type, the job descriptions
6 are identical. The High School job description states in pertinent part:

7 **Position Purpose:**
8

9 Under the general supervision of a High School Principal, to assist the
10 Principal in providing leadership and supervision in administering the
11 educational program of a High School in order to promote the educational
12 development and achievement of students in accordance with Board of
13 Education policies, administrative procedures, rules and regulations, and
14 applicable law.

- 15 • To provide leadership in program development and improvement,
16 as well as in professional staff development.
17 • To serve as Principal in the absence of a principal.

18 **Essential Functions**
19

- 20 • Assists in the development and administration of school programs
21 consistent with school district goals and objectives;
22 • Provides leadership and direction to staff with regard to the ongoing
23 evaluation and improvement of educational programs, including
24 curricular and extra-curricular activities;
25 * * *
26 • Assists in ensuring that Board policies and procedures are
27 implemented and followed at the school;
28 * * *
29 • Assists in coordinating the work of school staff and school district
30 program leaders to develop and implement instructional programs
31 and teaching practices;
32 • Conducts ongoing assessment of student learning, and works with
33 teaching staff to modify instructional methods to fit students' needs,
34 including students with special needs;
35 • Assists in the recruitment and selection of employees . . .corrective
36 action and other human resources issues.

37 * * *
38

Additional Duties

Performs other related tasks as assigned by the principal, Superintendent and other central office administrators as designated by the Superintendent.

* * *

Knowledge, Skills and Abilities

- Knowledge of current teaching methods and educational pedagogy, as well as differentiating instruction based upon student learning styles;
- Knowledge of high school curriculum and concepts; and
- Knowledge of best practices in administration, program evaluation and staff supervision.

* * *

The job description for elementary school Assistant Principals similarly emphasizes assisting in the overall administration of the school and the supervision of educational programs. It also includes assisting in maintaining discipline throughout the student body, responsibility for teacher evaluations and other operations issues, such as assisting with reporting and monitoring of school attendance, requisitioning school supplies and conducting safety inspections.

The requirements on the job postings include Administrative Licensure as a Principal/Assistant Principal and a graduate degree.

The record contains no evidence how, if at all, Assistant Principals' positions have changed as a result of the passage of the Education Reform Act of 1993.

Directors

As of the hearing, the Employer employed eight Directors and one Assistant Director in the following titles: Director of Curriculum, Director of Humanities, Director of English Language Learners, Director of Mathematics, Director of Technology, Director of Science, Director of School Counseling and Behavioral Health, Director of Health

1 Services, Director of Athletics/Community Schools, and Assistant Director-
2 PE/Health/Athletics.⁵ There is also a vacant Director of Foreign Language position.

3 Under the terms of the CBA, the Directors work different numbers of days each
4 school year ranging from 220 days a year for the Director of Technology and the
5 Director of Athletics/Community Schools, to 200 days a year for the Director of
6 Humanities, Director of Mathematics, and the Assistant Director-PE/Health/Athletics.

7 The Directors occupy leadership positions within the school system. They report
8 to Assistant Superintendents for secondary or elementary education. They are
9 responsible for administering, overseeing and serving as the point person in all
10 programs within their area of expertise and in some cases, for supervising and
11 evaluating staff that provide these programs. The Directors are centrally located, work
12 with school principals, and school-based staff including teachers and school nurses.
13 They also interact with Assistant Principals and Coordinators regarding particular
14 students or programs. All Directors are required to have DESE certification as a
15 Supervisor/Director.

16 The record contains no evidence how, if at all, any of the Directors' positions
17 have changed as a result of the passage of the Education Reform Act of 1993.

18 Coordinators

⁵ In addition to providing job descriptions/postings for the Director of English Language Learners; Director of Fine Arts; Director of Foreign Language and Director of Health Services, the Employer provided job descriptions for the titles of "Math Administrator," "Supervisor of Health/Physical Education and Athletics," and "Supervisor/Coordinator of Fine Arts." Because Exhibit 12, a list of all employees and titles in the unit, does not include these titles, we assume that they no longer exist, and do not rely on these documents as indicative of the duties currently performed by Directors in these subject areas.

1 The Coordinators work in multiple schools throughout the district providing and
2 overseeing special education services. All Coordinators work 200 days a year. Three
3 Coordinators work at multiple schools, while two are housed in a specific building. They
4 ensure that the students entitled to receive special education services receive
5 appropriate programming and services. Each of the Coordinators provides highly
6 specialized instruction to Pre-K through 12, in distinct areas, including coordinating the
7 District’s pre-school program, which is housed at each of the elementary schools.⁶
8 Other Coordinators are responsible for overseeing the provision of speech and hearing
9 services, and “related services,” which include occupational therapy and physical
10 therapy, and services related to transitioning out of special education.⁷

11 According to 2015 job description, elementary school Coordinators:

- 12 • Work with principals to schedule teachers and paraprofessional staff;
- 13 • Assist staff with development of Educator Plans and Professional Development
14 Plans;
- 15 • Monitor and evaluate teaching/related staff assigned to programs/schools;
- 16 • Confer with other administrators to design, develop and implement appropriate
17 professional development opportunities consistent with the goals of the school
18 department and staff needs.
- 19 • Provide school-based oversight of special education evaluations, student
20 placement and curriculum development. The Coordinators work with the district
21 administrators, school principals, and teachers in providing these services.
22 • Provide school-based oversight of special education evaluations, student
23 placement and curriculum development. The Coordinators work with the district
24 administrators, school principals, and teachers in providing these services.
25 • Provide school-based oversight of special education evaluations, student
 placement and curriculum development. The Coordinators work with the district
 administrators, school principals, and teachers in providing these services.

⁶ The Pre-School Coordinator has responsibility both for the pre-school program and for the special education services provided at a particular school.

⁷ This Coordinator is responsible for transitions for all special education students who have stayed in the district until age 22 and who are “aging out” of their special education programming. The position includes planning for their transition to post-secondary life.

1 factor is outcome determinative and minimal differences do not mandate separate
2 bargaining units where employees perform similar job duties under similar working
3 conditions and share common interests that would be amenable to the collective
4 bargaining process. University of Massachusetts, Amherst, 41 MLC 233, 241, SCR-14-
5 3687 (February 20, 2015) (additional citations omitted). In the context of school
6 employees, the “community of interest” test has been consistently applied to separate
7 administrative employees from classroom teachers. Boston School Committee, 2 MLC
8 1557, MCR-2343 (June 11, 1976) (citing City of Chicopee School Committee, 1 MLC
9 1195, MCR-1228 (November 18, 1974)).

10 To satisfy the second and third statutory considerations, the CERB contemplates
11 the impact of the proposed unit structure upon the public employer’s ability to effectively
12 and efficiently deliver public services, while safeguarding the rights of the public
13 employees to effective representation. Town of Bolton, 25 MLC at 65. The CERB
14 fulfills these obligations by placing employees with common interests in the same
15 bargaining unit, thus avoiding unnecessary burdens on the employers while maximizing
16 the strength of public employees in the bargaining relationship. Id. (citing Mass. Board
17 of Regional Community Colleges, 1 MLC 1426, 1440, SCRX-11 (May 16, 1975)). These
18 criteria have evolved into a policy of including employees in the largest practicable
19 bargaining unit within which they share a community of interest rather than in small,
20 fragmented units. Boston School Committee, 2 MLC at 1564. To that end, the CERB
21 has declined to approve the creation of, or perpetuate the existence of, small separate
22 units when there are larger units with whom the members of the smaller units share a
23 community of interest. Waltham School Committee, 25 MLC at 139; Boston School

1 Committee, 2 MLC at 1564. Units limited to departments or other administrative units of
2 an employer are usually too underinclusive to be appropriate. Town of East
3 Longmeadow, 14 MLC 1555, 1556-1557, MCR-3721 (February 11, 1988).

4 For these reasons, the CERB generally disfavors severance petitions, in which a
5 petitioning union seeks to “sever” certain employees from an existing bargaining unit
6 and represent them in a separate, stand-alone unit. See, e.g., Boston School
7 Committee, 25 MLC 17, 21, MCR-4565 (August 6, 1998). In evaluating severance
8 petitions, the CERB requires the petitioner to demonstrate: 1) that the petitioned-for
9 employees constitute a functionally distinct appropriate unit with special interests
10 sufficiently distinguishable from those of other unit employees; and 2) that special
11 negotiating concerns resulting from those differences have caused or are likely to cause
12 irreconcilable differences within the unit. Id.

13 Local 25 asks the CERB to apply the severance analysis here and argues that
14 because the Employer has failed to meet its burden of demonstrating that there are
15 irreconcilable differences within the petitioned-for unit, the CERB should reject the
16 Employer’s effort to split the unit into three and instead, order an election in the
17 petitioned-for unit.

18 Contrary to Local 25’s claims, however, the petition before us is not a severance
19 petition. The Employer did not file a petition and thus is not “petitioning” to seek the
20 three groups of employees in separate units, Rather, it is contesting the
21 appropriateness of the petitioned-for unit claiming that changes in state law governing
22 public education, most notably the Education Reform Act of 1983, as well as in the
23 educational system and structure in Medford, have impacted the duties and

1 classification of bargaining unit members such that the original single bargaining unit no
2 longer has a sufficient community of interest. We therefore do not evaluate this petition
3 under the two-part severance standard urged by Local 25. Moreover, while the CERB
4 will generally give great weight to bargaining history, which, in this case includes the
5 fact that a single administrators unit has existed for over forty years, the CERB will
6 revisit unit structures in cases where a party claims that the existing bargaining unit is
7 no longer appropriate due to statutory or other changes that have occurred since the
8 unit was first recognized or certified. Town of Braintree, 5 MLC 1133, MCR-2659 (July
9 6, 1978) (additional citations omitted); Boston School Committee, 2 MLC at 1564. It is
10 in this context that we examine whether the unit that Local 25 has petitioned for is
11 appropriate under the Section 3 standards set forth above. Id.

12 Community of Interest

13 We first consider whether the employees within that unit share a community of
14 interest. Here, despite the Employer's efforts to paint the three groups of administrators
15 as starkly different based upon different work locations, supervision, and job
16 requirements, it does not dispute that, at their core, all of the bargaining unit members
17 are administrative employees performing administrative functions. The Coordinators
18 oversee the provision of special education programs, curriculum, and services that are
19 provided by non-administrative staff; the Directors develop and oversee the content and
20 curriculum in specific subject areas taught by teachers or provided by school nurses;
21 and Assistant Principals assist in the development and administration of school
22 programs and provide leadership and direction to the non-administrative staff providing
23 these programs. All three groups require DESE certification as either a

1 Supervisor/Director or another comparable certification, earn similar if not identical
2 annual salaries, and despite working from different locations, interact with one another
3 to discuss students and programming issues.

4 The fact that all the administrators do not work the same number of days is not
5 dispositive. As the CERB has often observed, the Law requires that employees share
6 only a community of interest, not an identity of interest.⁹ The CERB has previously
7 ordered an election for a single unit of school secretaries who worked either 10-months
8 or 12-months a year. The CERB found that the two groups shared a considerable
9 community of interest in terms of similar duties, interaction, job requirements and
10 education, and that the parties opposed to combining the two groups had not proffered
11 evidence to demonstrate that the two groups differed enough to offset this community of
12 interest. The CERB therefore concluded that the two groups of secretaries were
13 appropriately combined into a single unit. Waltham School Committee, 25 MLC at 139.
14 The same considerations apply here.

15 The School Committee nevertheless argues that statutory and other changes
16 have resulted in distinctions between the three groups that render the historical unit
17 inappropriate. However, it has provided little evidence of such changes, other than a
18 broad allusion to the Education Reform Act of 1993. Although the passage of that
19 statute excluded principals from collective bargaining, see M.G.L. c. 71, §41, the
20 recognition clause of the CBA already indicates that the unit that the CERB certified in

⁹ We note that similar differences exist within the three job groups, e.g., Assistant Principals work in different locations and the Directors do not work a uniform number of days or earn the same salaries. Such differences have not prevented the Employer from seeking separate bargaining units of Assistant Principals and Directors if this is supposed to be a comma, was there more to this sentence? It is a little unclear.

1 1975 had been “amended by necessity” due to that statute. The Employer does not
2 explain why the nearly thirty-year old legislation warrants any additional changes in unit
3 structure.

4 The Employer also asserts that titles, job groups, and duties of bargaining unit
5 members have changed over time, but provided scant details about these changes,
6 including the titles or duties of bargaining unit members before 2018. As such, the
7 Employer’s contentions do not persuade us to deviate from the CERB’s longstanding
8 preference for single, rather than multiple, units of administrators in the school setting.
9 See, e.g., Boston School Committee, 2 MLC 1557 (approving an election in a single unit
10 comprised of Assistant Principals, Directors and other administrators, despite the fact
11 that Assistant Principals had previously been represented in a stand-alone unit).

12 Efficiency of Operations and Effective Dealings

13 We next consider whether retaining the single bargaining unit would allow for
14 efficiency of operations and effective dealings in delivering its services to the public.
15 The Employer contends that the three groups have significantly different interests in
16 conditions of employment such as pay, days worked, travel reimbursement and
17 continuing education. It also contends that the District has different interests in relation
18 to the three groups, and that bargaining with three separate units would improve school
19 functionality and performance. Again, however, the Employer has provided no evidence
20 as to how the single unit has impaired that functionality or how bargaining with three
21 separate groups instead of one would improve it. Instead, the record shows that in the
22 most recent contract negotiations between the School Committee and the Association,
23 the School Committee successfully negotiated a contract with a bargaining team

1 comprised of a Director and an Assistant Principal that resulted in a contract with
2 across-the-board wage increases for all categories, while apparently preserving
3 differences in the number of days worked and salaries earned by certain bargaining unit
4 members.

5 Where there otherwise exists a community of interest, the CERB has created or
6 approved separate and smaller bargaining units only when distinctions are so significant
7 as to produce conflicts in the collective bargaining process. Higher Education
8 Coordinating Council, 23 MLC 204, 207, CAS-3107 (March 14, 1997). As the Union
9 repeatedly points out in its brief, the record in this case is devoid of evidence of such
10 conflicts. We are therefore not persuaded that considerations of efficiency and effective
11 dealing justify splitting one unit into three.

12 Safeguarding Rights of Employees to Effective Representation

13 Having found that the petitioned-for administrators share a community of interest,
14 and in the absence of evidence that bargaining with them in a single unit places
15 unnecessary burdens on the Employer or affects its delivery of services, it is evident
16 that continuing to bargain in one unit rather than three would maximize unit members'
17 bargaining strength. City of Bolton, 25 MLC at 65. Therefore, applying and balancing all
18 statutory criteria and CERB policy considerations, we conclude that maintaining the
19 historic, single administrator unit safeguards the rights of the petitioned-for employees.

20 Conclusion

21 Based on the record and for the reasons stated above, we conclude that a
22 question concerning representation has arisen concerning certain administrators
23 employed by the Medford School Committee and that the following constitutes an

1 appropriate bargaining unit for collective bargaining within the meaning of Section 3 of
2 the Law.

3 All full-time and regular part-time administrators employed by the Medford
4 School Committee below the classification of Assistant Superintendent,
5 who devote fifty percent or more of their time to administrative duties, but
6 excluding all managerial confidential, casual and other employees.¹⁰

7
8 IT IS HEREBY DIRECTED that an election by secret ballot shall be conducted to
9 determine whether a majority of employees in the above-referenced bargaining unit
10 desire to be represented by the Teamsters Local 25 or by no employee organization.

11 The eligible voters shall include all those persons within the above-described
12 bargaining unit whose names appear on the School Committee's payroll for the payroll
13 period for the week ending June 24, 2022 and who have not since quit or been
14 discharged for cause.

15 To ensure that all eligible voters shall have the opportunity to be informed of the
16 issues and their statutory right to vote, all parties to this election shall have access to a
17 list of voters and their addresses which may be used to communicate with them.

18 Accordingly, IT IS HEREBY FURTHER DIRECTED that an alphabetized election
19 eligibility list containing the names and addresses of all eligible voters be filed with the
20 DLR no later than fourteen (14) days from the date of this decision.¹¹

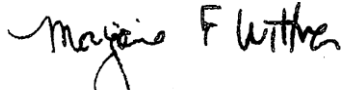
¹⁰ In crafting unit descriptions, it is the CERB's policy to include all full-time and regular part-time employees in the particular job category and to exclude all managerial, confidential and casual employees. Also, although we do not ordinarily include the percentages of time devoted to duties in unit descriptions, we have done so here because that percentage was part of the original 1975 certification, repeated in recognition clause of the parties' CBA and included in the unit description on the instant petition.

¹¹ The list must be in the form of mailing labels or electronically mailed to EfileDLR@mass.gov.

1 The DLR shall make the list available to all the parties to the election. Failure to
2 submit the list in a timely manner may result in substantial prejudice to the rights of the
3 employees and the parties; therefore, no extension of time for filing the lists will be
4 granted except under extraordinary circumstances. Failure to comply with this direction
5 may be grounds for setting aside the election, should proper and timely objections be
6 filed.

7 **SO ORDERED.**

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



MARJORIE F. WITTNER, CHAIR



KELLY STRONG, CERB MEMBER