

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of

CITY OF METHUEN

and

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 117

Case No. MUP-20-8359

Date Issued: 10/05/2023

Hearing Officer: Meghan Ventrella, Esq.

Appearances:

Peter McQuillan, Esq.

Representing the City of Methuen

Tom Horgan, Esq.

Representing the New England Police
Benevolent Association, Local 117

HEARING OFFICER'S DECISION

SUMMARY

1 The issue in this case is whether the City of Methuen (City or Employer) violated
2 Section 10(a)(5), and derivatively, Section 10(a)(1) of Massachusetts General Laws
3 Chapter 150E (the Law) by failing to bargain in good faith by repudiating the parties'
4 Memorandum of Understanding (MOU) and by rescinding the scheduling and
5 compensation time provisions of the MOU without giving the New England Police Benevolent
6 Association, Local 117 (Union) prior notice and an opportunity to bargain to impasse or
7 resolution over the decision and the impacts of that decision on employee terms and
8 conditions of employment. I find that the City did not violate the Law as alleged.

STATEMENT OF CASE

9
10 On or about December 17, 2020, the Union filed a Charge of Prohibited Practice
11 with the Department of Labor Relations (DLR) alleging that the City engaged in prohibited

1 practices within the meaning of Section 10(a)(5) and, derivatively, 10(a)(1) of the Law.
2 On December 30, 2020, the City filed a response to the Charge. On April 14, 2021, a DLR
3 Investigator investigated the Charge. On May 7, 2021, the Investigator issued a
4 Complaint of Prohibited Practice (Complaint) alleging that the City violated Sections
5 10(a)(5) and, derivatively, 10(a)(1) of the Law. On May 7, 2021, the City filed its Answer
6 to the Complaint. On April 19, 2022, I conducted a hearing by video conference during
7 which the parties received a full opportunity to be heard, to examine and cross-examine
8 witnesses, and to introduce evidence. On June 7, 2022, the parties filed post-hearing
9 briefs. Based on my review of the record, including my observation of the demeanor of
10 the witnesses, I make the following findings of fact and render the following opinion.

11 STIPULATIONS OF FACT

- 12
- 13 1) The City of Methuen ("City") is a public employer within the meaning of M.G.L. c. 150E,
14 s. 1.
 - 15
 - 16 2) The New England Police Benevolent Association, Local 117 ("Union") is an employee
17 organization within the meaning of M.G.L. c. 150E, s. 1.
 - 18
 - 19 3) The Union is the exclusive collective bargaining representative for a unit of full-time
20 and regularly scheduled part-time police dispatchers employed by the City.
 - 21
 - 22 4) At all relevant times, Joseph Solomon (Solomon) was the then chief of police of the
23 Methuen Police department ("MPD").
 - 24
 - 25 5) The City and Union were parties to a collective bargaining agreement ("CBA") effective
26 from July 1, 2017 to June 30, 2020.
 - 27
 - 28 6) The dispatchers work under the supervision of the MPD.
 - 29
 - 30 7) On or about April 2020, the City and the Methuen Police Department negotiated three
31 (3) Memorandums of Agreement with the respective collective bargaining units
32 constituting the personnel of the MPD; They were all ratified on May 29, 2020; to wit; the
33 Union; the Methuen Police Patrolman's Association and the Methuen Police Superior
34 Officers Association containing terms regarding re-scheduling resulting from the onset of
35 the COVID-19 pandemic.

- 1 8) Robert Finn served as the President of the Union during the negotiation and execution
2 of the MOA.
3
- 4 9) The MOA provided in Paragraph 2 that the City would provide the Union members one
5 (1) extra day off per week.
6
- 7 10) The MOA provided in Paragraph 3 that the City would credit each dispatcher with
8 eight (8) hours of compensatory time per week for use after the pandemic is declared
9 over.
10
- 11 11) The MOA provided in Paragraph 5, that "This agreement in no way modifies or
12 restricts the department[']s management rights and the Chief maintains the ability to make
13 further manpower changes if needed for the betterment of the department per the contract
14 language."
15
- 16 12) Article V (Management Rights) of the CBA, provides, in relevant part: Except as
17 expressly and specifically limited or restricted by a provision of this Agreement, the City
18 has and shall retain the full right of management and direction of its employees and all of
19 its operations covered by this Agreement. It is agreed that this enumeration of
20 management's rights shall not be deemed to exclude other management rights not
21 specifically enumerated and the City retains solely and exclusively all of its common law,
22 statutory and inherent rights."
23
- 24 13) On April 10, 2020, Solomon issued Supervisory Order No. SS20-02 implementing the
25 provisions of the MOA.
26
- 27 14) On June 30, 2020, Solomon issued Personnel Order PO20-36 which rescinded the
28 MOU and returned all MPD units to its pre-MOA shift schedule as of July 5, 2020.
- 29 15) On December 17, 2020 the Union filed the Charge of Prohibited Practice.

30 **FINDINGS OF FACT**

31 **CBA**

32 **Article V: Management Rights**

33 Section 1- Except as expressly and specifically limited or restricted by a provision of this
34 agreement, the City has and shall retain the full right of management and direction of its
35 employees and all of its operations covered by this Agreement. It is agreed that this
36 enumeration of management's rights shall not be deemed to exclude other management
37 rights not specifically enumerated and the City retains solely and exclusively all of its
38 common law, statutory and inherent rights.
39

1 Section 2- The City of Methuen and NEBPA Local 117 hereby recognize the rules and
2 regulations of the Police Department of the City of Methuen as the basic rules by which
3 the department shall operate. The Police Chief further agrees that if at any time after the
4 signing of this Agreement, he should change or modify or amend any of the rules
5 heretofore in existence, and if, in the opinion of the Police Chief, said change affects the
6 health and safety of any member of the Police Department of the City of Methuen, then
7 the said Police Department of the City of Methuen, then the said Police Chief shall, prior
8 to the implementation of said rule, give to the Union a seven (7) day notice, in writing, of
9 the proposed change or amendment; if the Union thereafter feels aggrieved by this rule
10 change and submits the matter to grievance procedure as set forth in this Agreement,
11 then the Police Chief hereby agrees that he shall stay the operation of the proposed rule
12 change until such time as the grievance procedure is completed.

13
14 If the Police Chief, at any time after the signing of this Agreement, elects to change,
15 modify or amend any of the rules and regulations of the Police Department of the City of
16 Methuen, and, after promulgation of said change, the Union, in its opinion, feels that said
17 change, modification or amendment affects the health and safety of any member of the
18 Police Department of the City of Methuen and shall, within ten (10) days thereafter, elect
19 to submit the matter to grievance, then the Police Chief hereby agrees that he shall stay
20 the operation of said change, modification or amendment of the rule so promulgated.

21
22 During the term of this Agreement, the Chief may attempt to revise and update the
23 Department Rules and Regulations. Said revisions and updating shall be discussed with
24 NEBPA Local 117's President and the Union members. The Chief of Police may further
25 enact policies and procedures for the Department. The Chief shall provide a copy of said
26 policy or procedure to the Union ten (10) days prior to implementation for their comment.
27 However, nothing herein shall be interpreted as granting a right to the Union to grieve
28 arbitrate, or in any way interfere with the plenary authority of the Chief to promulgate,
29 change, suspend or revoke any policy or procedure.

30 **Methuen Police Department Rules and Regulations**

31 Rule 7.5: Types of Orders

32
33 Written orders come in a variety of forms. Below is a brief description of the types of
34 written directives, which may, from time to time, be utilized.

35 Rule 7.5A: General Orders

36
37
38 General Orders are permanent written orders issued by the Chief of Police outlining policy
39 matters, which affect the entire Department. A General Order is the most authoritative
40 written order the Police Chief issues, and may be used to amend, supersede or cancel
41 any previous order. General Orders remain in full effect until amended, superseded or
42 rescinded by the Police Chief.

43 Rule 7.5B: Special Orders

1
 2 Special Orders are temporary written orders issued by the Police Chief or his designee
 3 outlining instructions covering particular situations. Special Orders are automatically
 4 canceled when their objective is achieved.

5
 6 Rule 7.5C: Personnel Orders

7
 8 Orders issued by the Police Chief or other authorized command personnel pertaining to
 9 assignments, change of duty assignments, administrative matters relating to conditions
 10 of employment, and employee rights and benefits.

11
 12 **2020 MOA Provisions**

- 13 1. Members of the union, during the COVID-19 Pandemic, in the interests of the
 14 Dispatch Officer's mental health and well-being, and to give time for them to
 15 rest up and time for them to spend with their families in preparation for an
 16 expected increase in the number of pandemic cases, as well as further
 17 protecting the Dispatch officers by reducing potential exposure during these
 18 extra days off. (sic)
 19
 20 2. Each Dispatcher will receive one day off per week (Sunday through Saturday)
 21 to assist them in resting and preparing. No two dispatchers on the same shift
 22 may take the same day off during this pandemic. If the scheduled dispatcher
 23 calls out sick on the preapproved day off of the other dispatcher, the dispatcher
 24 with the day off must report to duty.
 25
 26 3. Each Dispatcher will be credited with 8 hours of compensation time to be used
 27 once this pandemic is over. These hours can be used as long as it does not
 28 create a hire situation.
 29
 30 4. This is not precedent setting and "normal" staffing processes will be resumed
 31 after the COVID-19 Pandemic is declared over as determined by the federal
 32 government.
 33
 34 5. This agreement in no way modifies or restricts the department[']s management
 35 rights and the Chief maintains the ability to make further manpower changes if
 36 needed for the betterment of the department per the contract language.
 37

38 **Methuen Police Supervisory Special Order No. SS20-02: Effective April 12, 2020**

- 39
 40 1. Each Dispatcher will receive one day off per week (Sunday through Saturday)
 41 to assist them in resting and preparing. No two dispatchers may take the same
 42 day off during this pandemic. *This day off will not actually be charged to the
 43 actual dispatcher and each dispatcher must chose to either take the day, either
 44 on the 1st or 4th day of their tour. Once a dispatcher picks the 1st or the 4th day
 45 of the tour to be off they must continue the same day for each tour.

- 1
- 2 2. Each Dispatcher will be credited with 8 hours of compensation time to be used
- 3 once this pandemic is over. This time will be entered weekly by the Payroll
- 4 Clerk. These hours can be used as long as it does not create a hire situation.
- 5 **If a regularly scheduled Dispatcher calls out sick on his/her shift, the
- 6 Dispatcher with the scheduled day off will be required to report to work in their
- 7 absence.
- 8
- 9 3. This is not precedent setting and “normal” staff processes will be resumed after
- 10 the pandemic is declared over.

11

12 **Methuen Police Personnel Order: Issued June 30, 2020 and Effective July 5, 2020**

13

14 Effective July 5, 2020 at 0030 [hours] Dispatch operations COVID-19 weekly day off is

15 rescinded. (Supervisory Special Order No. SS20-02) All dispatchers are to return to their

16 prior full week assignments.

17

18 Please note the following:

- 19
- 20 1. SO20-10 COVID-19 Dispatch Operations (face mask & dispatch occupancy)
- 21 remains in effect.
- 22 2. GO-20-06 Response to Medical Calls remains in effect.
- 23 3. We will maintain the Station Officer, manpowered permitting.
- 24 4. We will maintain the protocol of taking minor calls over the telephone.
- 25 5. We will continue with NOT hiring matrons/monitors due to COVID-19 concerns.
- 26 6. Supervisors and Officers working the 1900 Hrs July 4th to 0700 Hrs to July 5th
- 27 shift SHALL work until they are relieved from the incoming 0030 Hrs. shift on
- 28 7/5/2020.

29

30 Background

31

32 The Union is the exclusive collective bargaining representative for a unit of full-

33 time and regularly scheduled part-time police dispatchers employed by the City. At all

34 relevant times, Joseph Solomon (Solomon) was the Chief for the City’s Police Department

35 (Department). The City and Union are parties to a collective bargaining agreement. The

36 dispatchers work under the supervision of the City’s Police Department.

37 In March of 2020, the COVID-19 pandemic hit. On or about April of 2020, Robert

38 Finn (Finn), the Union’s president at the time, negotiated with Solomon a Memorandum

39 of Understanding (MOU). The MOU stated in relevant part that the City would credit each

1 dispatcher with eight hours of compensation time per week to be used at the end of the
2 pandemic and an extra day off a week. Finn and Solomon agreed that Solomon, as the
3 Chief, would be able to rescind this agreement if he deemed it necessary.¹ Finn presented
4 this agreement to the bargaining unit, and no one objected.² On or about April 10, 2020,
5 Solomon issued Supervisor Special Order Number SS20-02, which instated the terms of
6 the parties' MOU.³

7 From April of 2020 until June 30, 2020, per the terms of the MOU, the dispatchers
8 received an extra day off per week (Sunday through Saturday) to assist them in resting
9 and each dispatcher was credited with 8 hours of compensation time to be used once the
10 pandemic was over. However, effective July 5, 2020, Solomon issued a Methuen Police
11 Personnel Order which stated that "the Dispatch operations COVID-19 weekly day off is
12 rescinded. (Supervisory Special-Order No. SS20-02). All dispatchers are to return to their
13 prior full week assignments." Starting July 5, 2020, the Town did not provide the unit

¹ Although Finn did not explicitly testify that he agreed that Solomon could end the terms of the MOU at any time and return to the status quo, he did testify that his understanding of the MOU was that Solomon could end the agreement at any time without bargaining with the Union. Additionally, the Union did not provide any evidence to suggest Finn was not acting in his capacity as Union president or that he exceeded his authority when he negotiated the terms of the MOU. Neither party provided testimony on the details of Finn and Solomon's bargaining session. The Union did not provide any testimony that would refute Finn's testimony regarding the bargaining history of the MOU. As such, I conclude that Finn, in his capacity as Union president, agreed that Solomon, as the Chief of Police, could end the terms of the MOU without bargaining with the Union.

² Neither party clarified if Finn had communicated to the bargaining unit that the Chief could end the terms of the MOU before the pandemic was over as declared by the federal government. As noted above, the Union failed to demonstrate that Finn, as the Union president, did not have the authority to enter into the MOU on behalf of the Union. Moreover, the Union failed to demonstrate that the parties agreed to keep the MOU in place for the entirety of the pandemic.

³ The Special Order was effective April 12, 2020.

1 members with an extra day off a week and 8 hours of compensation time as described in
2 the MOU.⁴

3 On or about September of 2020, Jeffery Rubino (Rubino), part-time dispatcher and
4 parking enforcement officer, became the Union's president. Also, in September of 2020,
5 Rubino spoke to the Chief about the dispatchers not receiving the benefits outlined in the
6 MOU. The Chief explained that it was not an oversight, and that the dispatchers were no
7 longer receiving the benefits outlined in the MOU. After this initial conversation, the Chief
8 refused to meet with the Union on this issue.

9 By email dated December 7, 2020, Rubino informed Solomon that:

10
11 As we spoke in our meeting a few weeks ago via zoom, my executive
12 board and myself have been attempting to come up with some type of
13 plan to ease the job during this difficult time for my union members. While
14 reviewing the MOU attached, we have been unable to locate any
15 supporting documentation showing that the MOU is no longer in effect. I
16 have reviewed this document several times with my executive board and
17 union attorneys, and I cannot locate any wording regarding an
18 end/expiration date of this MOU. Section 4 states that this will remain
19 active until the federal government deems the pandemic over. As we are
20 both well aware this is not the case and the pandemic has only become
21 worse over the past months, and has crept into our department sickening
22 our members. Section 5 does remind us you can change "scheduling" for
23 the betterment of the department. However, by wording of this MOU, our
24 members are entitled to be credited with 8 hours of compensation time
25 since the signing of this MOU which is not occurring. Perhaps this is an
26 oversight (sic), however, I cannot find anything in our records documenting
27 that the MOU has ended. In order for me to address this issue properly,
28 would you please let me know if this is something the union was advised
29 of in writing or if it was something put out by our Mayor that we are no
30 longer following it. Again, the MOU clearly states this would continue until
31 the pandemic was over.
32

⁴ After the City issued the Personnel Order ending the provisions of the MOU, the unit members began the process of impeaching Finn.

1 By email dated December 8, 2020, Solomon responded that it was not an oversight and
2 that the MOU ended when the Department returned to regular patrol shifts. By email dated
3 December 8, 2020, Rubino requested Solomon reinstate the schedule from the MOU with
4 compensation time benefits as the pandemic had not ended and the parties had not
5 bargained for the MOU to end. The City did not reinstate the provisions of the MOU.

6 OPINION

7 Repudiation

8
9
10 The statutory obligation to bargain in good faith includes the duty to comply with
11 the terms of a collectively bargained agreement. Commonwealth of Massachusetts, 26
12 MLC 165, 168, SUP-3972 (March 13, 2000). To establish that an employer repudiated
13 an agreement, a union must show that the employer deliberately refused to abide by the
14 unambiguous terms of the agreement. Worcester County Sheriff's Department, 28 MLC
15 1, 6, SUP-4531(June 13, 2001). If the language of the agreement is ambiguous, the
16 Commonwealth Employment Relations Board (CERB) will look to the bargaining history
17 that culminated in the provision at issue to determine whether there was an agreement
18 between the parties. City of Waltham, 25 MLC 59, 60, MUP-1427 (September 8,1998).
19 If the evidence is insufficient to find an agreement underlying the matter in dispute, or if
20 the parties hold differing good faith interpretations of the terms of the agreement, there is
21 no repudiation because the parties did not achieve a meeting of the minds. City
22 of Boston/Boston Public Library, 26 MLC 215, 216, MUP-2081 (May 31, 2000).

23 The City asserted that under its contractual management rights clause, the Chief
24 of Police can make changes to manpower, such as staffing or schedules, and therefore
25 Solomon did not repudiate the parties' MOU when he issued Personnel Order No. PO20-

1 36 and ceased to provide each dispatcher with an extra day off per week or credit each
2 dispatcher with eight (8) hours of compensation time per week. The City argued that the
3 MOU's language clearly preserved its management rights, and as such, Solomon could
4 end the terms of the MOU without first bargaining with the Union. Moreover, the City
5 contended that the Union understood at the time of the agreement that Solomon could
6 end the terms of the MOU without first bargaining with the Union.

7 The Union argued that the MOU's language is unambiguous and clearly states that
8 all provisions of the MOU remain in effect until the federal government declares that the
9 COVID-19 pandemic is over. The Union further argued that despite the clear MOU
10 language, the City discontinued the benefits in the agreement before the federal
11 government declared that the pandemic had ended. Thus, the City's decision to stop
12 giving each dispatcher an extra day off per week and stop crediting each dispatcher with
13 eight (8) hours of compensation time per week was a repudiation of the parties' MOU and
14 a violation of the Law.

15 After reviewing the MOU, I do not find that its language shows that the City's
16 decision to cease giving the dispatchers the extra compensation time or extra day off per
17 week was a repudiation of the agreement. Although the Union argued that the MOU
18 stated that the terms of the agreement must remain in effect until the pandemic is over as
19 declared by the federal government, the language of the MOU actually stated that: "This
20 is not precedent setting and "normal" staffing processes will be resumed after the COVID-
21 19 Pandemic is declared over as determined by the federal government." The MOU did
22 not explicitly state that all its provisions will remain in effect until the pandemic is over as
23 declared by the federal government, only that "normal" staffing processes will resume at

1 that time. Additionally, the MOU does not explicitly link the end of the pandemic as
2 declared by the federal government to the extra eight hours of compensation time per
3 week for each dispatcher outlined in the agreement.

4 Additionally, the MOU includes the following language: “this agreement in no way
5 modifies or restricts the department[’s] management rights and the Chief maintains the
6 ability to make further manpower changes if needed for the betterment of the department
7 per the contract language.” The MOU expressly states that the Chief maintained the
8 ability to make further manpower changes and noted that the MOU did not supersede the
9 City’s managerial rights. For the above-described reasons, I conclude that the MOU
10 language is ambiguous and does not clearly prohibit the City’s actions.

11 If the language of an agreement is ambiguous, the CERB examines applicable
12 bargaining history to determine whether the parties reached an
13 agreement. Commonwealth of Massachusetts, 28 MLC 339, 346, SUP-4333 (May 17,
14 2002); Commonwealth of Massachusetts, 18 MLC 1161, 1163, SUP-3356 (October 16,
15 1991) (citing Commonwealth of Massachusetts, 16 MLC 1143, 1159, SUP-3127 (August
16 8, 1989)). There is no repudiation of an agreement if the language of the agreement is
17 ambiguous and there is no evidence of bargaining history to resolve the ambiguity. Id. at
18 346; Commonwealth of Massachusetts, 28 MLC 8, 11, SUP-4448 (June 15, 2001) (citing
19 Town of Belchertown, 27 MLC 73, 74, MUP-2397 (December 21, 2000)).

20 In this case, the record contains evidence of the bargaining history for the MOU.
21 On or about April of 2020, Finn and Solomon negotiated the terms of the MOU and agreed
22 that Solomon, as the Chief, would be able to rescind this agreement if he deemed it
23 necessary, without bargaining with the Union. The record is clear that the parties did not

1 intend for the provisions of the MOU to remain in effect unless and until the pandemic
2 was declared over by the federal government. The parties' bargaining history clearly
3 indicated that both parties understood that Solomon could end the terms of the agreement
4 whenever he deemed it necessary for the Department. Thus, I do not find that Solomon's
5 decision to cease providing each dispatcher with one extra day off a week and crediting
6 each dispatcher with eight (8) hours of compensation time per week to use after the
7 pandemic repudiated the parties' MOU. Therefore, I do not find that the City violated the
8 Law in the manner alleged, and dismiss this portion of the Complaint.

9 Unilateral Change

10 The Union also alleged that the City violated the Law by rescinding the scheduling
11 and compensation time provisions of the MOU without giving the Union prior notice and
12 an opportunity to bargain to impasse or resolution over the decision and the impacts of
13 that decision on employee terms and conditions of employment. A public employer
14 violates Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law when it unilaterally
15 changes a condition of employment or implements a new condition of employment
16 involving a mandatory subject of bargaining without first giving its employees' exclusive
17 collective bargaining representative notice and an opportunity to bargain to resolution or
18 impasse. Commonwealth of Massachusetts v. Labor Relations Commission, 404 Mass.
19 124, 127 (1989); School Committee of Newton v. Labor Relations Commission, 388
20 Mass. 557 (1983). The duty to bargain extends to both conditions of employment
21 established through custom and past practice, as well as those conditions of employment
22 established through a collective bargaining agreement. City of Boston, 16 MLC 1429,
23 1434, MUP-6697 (December 19, 1989); Town of Wilmington, 9 MLC 1694, 1696, MUP-

1 4688 (March 18, 1983). To establish a violation, an employee organization must show
2 that: (1) the employer altered an existing practice or instituted a new one; (2) the change
3 affected a mandatory subject of bargaining; and (3) the change was established without
4 prior notice and an opportunity to bargain. City of Boston, 26 MLC 177, 181, MUP-1431
5 (March 23, 2000).

6 In this case, the Union established that from approximately April 12, 2020 to July
7 5, 2020, the City provided each dispatcher an extra day off work per week and credited
8 each dispatcher with eight hours of compensation time per week to be used after the
9 pandemic. The Union also established that on or about July 5, 2020, the City ceased to
10 provide each dispatcher with an extra day off per week and credit each dispatcher with
11 eight hours of compensation time per week. Additionally, the Union established that these
12 changes affected several mandatory subjects of bargaining, including paid leave. Bristol
13 County, 23 MLC 114, MUP-9844 (November 15, 1996). However, the Union did not
14 establish that the change was made without giving it prior notice and an opportunity to
15 bargain.

16 The City fulfilled its obligation to bargain over the decision to rescind the scheduling
17 and compensation time provisions in the MOU at the time of the agreement. As explained
18 above, Solomon and Finn agreed that Solomon could end the MOU at any time without
19 bargaining with the Union. On or about June 30, 2020, Solomon decided to end the
20 provisions of the MOU, as he had bargained with the Union. As such, Solomon's decision
21 to rescind the scheduling and compensation time terms of the MOU did not violate the
22 Law. Moreover, the City did not end the provisions of the MOU and implement new terms
23 and conditions of employment. After Solomon rescinded the terms of the MOU, the City

1 returned to the status quo that existed before the MOU for dispatcher schedules and
2 compensation time accrual.

3 The City fulfilled its obligation to provide notice and opportunity to bargain to the
4 Union, when Finn, the Union president, agreed that Solomon could end the provisions of
5 the MOU at any time without bargaining with the Union. Therefore, I do not find that the
6 City violated the Law in the manner alleged, and dismiss this portion of the Complaint.

7 CONCLUSION

8 Based on the record and for the reasons stated above, I conclude that the City did
9 not violate Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law in the manner
10 alleged in the Complaint.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



MEGHAN VENTRELLA, ESQ.
HEARING OFFICER

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. c.150E, Section 11 and 456
CMR 13.19, to request a review of this decision by the Commonwealth Employment
Relations Board by filing a Notice of Appeal with the Department of Labor Relations not
later than ten days after receiving notice of this decision. If a Notice of Appeal is not filed
within ten days, this decision shall become final and binding on the parties.

