

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of:

CITY OF HAVERHILL

and

HAVERHILL FIREFIGHTERS, IAFF
LOCAL 1011

Case Number: MUP-22-9075

Date Issued: January 15, 2025

Hearing Officer:

Gail Sorokoff, Esq.

Appearances:

Melissa Murray, Esq. - Representing the City of Haverhill

Hailey Ferguson, Esq. - Representing the Haverhill Firefighters, IAFF
Local 1011

HEARING OFFICER'S DECISION

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SUMMARY

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There are four issues in this matter. The first issue is whether the City of Haverhill (City) engaged in regressive bargaining in violation of Massachusetts General Laws, Chapter 150E (the Law), Section 10(a)(5) and, derivatively, 10(a)(1) by offering the Haverhill Firefighters, IAFF Local 1011 (Union) bargaining unit members a stipend of more than \$500 during bargaining, and subsequently withdrawing that offer. The second issue is whether the City violated Section 10(a)(3) and, derivatively, 10(a)(1) of the Law by implementing a stipend for bargaining unit employees in an amount lower than the amount offered during negotiations in retaliation for the Union's concerted protected activity. The last two issues are whether the City interfered with,

1 restrained, or coerced its employees in violation of Section 10(a)(1) of the Law when Mayor
2 James Fiorentini (Fiorentini or the Mayor) told the Union President that if the Union endorsed his
3 mayoral opponent, “you’ll be sorry” and when Fiorentini stated that he would never sit down for
4 any type of negotiations with the Union President again. For the reasons explained below, I find
5 that the City independently violated Section 10(a)(1) of the Law based on the Mayor’s two
6 comments, but that the City did not violate the Law by engaging in regressive bargaining or by
7 retaliating against the Union regarding the stipend amount.

8 STATEMENT OF THE CASE

9 On January 26, 2022, the Union filed a charge of prohibited practice with the Department
10 of Labor Relations (DLR) alleging that the City had violated Sections 10(a)(1), 10(a)(3) and
11 10(a)(5) of the Law. A DLR investigator investigated the charge and issued a four count
12 Complaint of Prohibited Practice and Partial Dismissal (Complaint) on October 6, 2022. The City
13 filed an Answer to the Complaint on November 10, 2023.

14 I conducted an in-person hearing on April 12, 2024, at which both parties had the
15 opportunity to be heard, to examine witnesses, and to introduce evidence. On July 19, 2024,
16 both parties filed timely post-hearing briefs. Based on the record, which includes witness
17 testimony, my observation of the witnesses’ demeanor, stipulations of fact, and documentary
18 exhibits, and in consideration of the parties’ arguments,¹ I make the following findings of fact and
19 render the following opinion.

20 STIPULATIONS OF FACT

21
22 1.The City of Haverhill (“City”) is a public employer within the meaning of Section 1 of M.G.L.
23 c. 150E (“the Law”).

¹ The City’s brief includes links to information that was not submitted during the hearing. I did not consider this information as it is not properly part of the record.

- 1 2. The International Association of Fire Fighters, Local 1011 (“Union”) is an employee
2 organization within the meaning of Section 1 of the Law.
3
- 4 3. The Mayor of Haverhill is the exclusive bargaining representative for the City.
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- 6 4. The Union is the exclusive bargaining representative for a bargaining unit of firefighters and
7 fire officers employed by the City within the Haverhill Fire Department (“Department”).
8
- 9 5. At all relevant times, James Fiorentini (“Fiorentini”) served as the Mayor of the City.
10
- 11 6. At all relevant times, Timothy Carroll (“Carroll”) served as the Union’s president.
12
- 13 7. On or about August 20, 2021, Fiorentini announced the City would implement a COVID-19
14 mask and vaccination policy (“COVID Policy”). The City provided the Union with a copy of this
15 policy.
16
- 17 8. On or about August 25, 2021, Fiorentini, City Solicitor Bill Cox (“Cox”), and the Union’s
18 bargaining team, which included Carroll, met to bargain over the COVID Policy.
19
- 20 9. The Union made proposals related to the COVID-19 policy.
21
- 22 10. Fiorentini told the Union he would consider their proposals.
23
- 24 11. By email dated September 7, 2021, the City announced that it had changed the COVID
25 Policy. The City’s COVID-19 Policy now included a one-time \$500.00 vaccination stipend for
26 employees who provided proof of vaccination by December 31, 2021.
27
- 28 12. Carroll responded to the September 7, 2021 email, stating the Union was not prepared to
29 finalize the COVID Policy and demanded a second meeting.
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- 31 13. On or about September 10, 2021, the City and the Union met via Zoom to discuss the
32 COVID Policy.
33
- 34 14. At the September 10, 2021 meeting, the Union continued to make proposals regarding the
35 COVID-19 policy.
36
- 37 15. At the September 10, 2021 meeting, the City agreed to bargain with the Union over the
38 stipend.
39
- 40 16. On or about September 16, 2021, the City and Union met via Zoom to continue to discuss
41 the COVID Policy and Union proposals.
42
- 43 17. By email dated October 6, 2021, Union Counsel, Leah Barrault (“Barrault”), contacted City
44 Labor Counsel, Melissa Murray (“Murray”), requesting an update on the proposed COVID
45 Policy changes that Barrault sent to Cox on August 31, 2021.
46

1 18. On October 14, 2021, Murray responded to Barrault's October 6 email stating that she
2 intended to speak with Cox and would have more information for Barrault that week.

3
4 19. By email dated December 23, 2021, Murray sent Barrault the City's updated COVID Policy
5 with a scheduled implementation date of January 9, 2022.

6
7 20. By email dated January 4, 2022, the City provided the Union with a final version of the
8 City's COVID-19 Policy which contained a \$500.00 vaccination stipend and an effective date
9 for the Policy of January 23, 2022.

10
11 FINDINGS OF FACT

12 Background

13 The Union is the exclusive representative for a bargaining unit of firefighters in the City's
14 Fire Department. Timothy Carroll (Carroll or the Union President) served as the Union's
15 president at all relevant times. Fiorentini has served as the City's Mayor since 2004. In 2021,
16 Fiorentini was running for reelection.

17 COVID 19 Policy

18 In response to the COVID-19 pandemic, the City's Fire Department required its
19 employees to wear masks and observe "social distancing." On or around August 20, 2021, the
20 City announced that it would implement a COVID-19 mask and vaccination policy (COVID
21 Policy). The draft of the COVID Policy that the City provided to the Union and the other unions
22 that represent employees within the City required all employees to report their COVID-19
23 vaccination status by September 7, 2021. All employees, except those who required a
24 reasonable accommodation due to a documented medical disability which rendered them
25 unable to receive the vaccination or those unwilling to receive the vaccination due to a sincerely
26 held religious belief, were required to demonstrate that they had received the vaccination by
27 October 17, 2021. The COVID Policy further provided that employees who failed to get

1 vaccinated would face progressive discipline for non-compliance with the COVID Policy, up to
2 and including termination.

3 As the mayor, Fiorentini was the City's exclusive bargaining representative and
4 responsible for agreeing to, and signing, every contract. Fiorentini would normally attend the
5 first day of negotiations and would meet again with the parties after an agreement was reached,
6 but he did not often attend other negotiation sessions. City Solicitor Bill Cox (Cox) usually
7 served as the Mayor's representative during negotiations. Fiorentini understood that Carroll,
8 as Union President, was the "primary head" of the Union's bargaining team.

9 On August 25, 2021, Fiorentini, Cox, Carroll, and at least one firefighter attended a
10 meeting in the Mayor's office during which they discussed the COVID Policy.² During this first
11 meeting, the Union "pushed back" when it became clear that the City planned to terminate any
12 employee who did not receive the COVID-19 vaccination. The Union advocated that any
13 employee who chose not to get vaccination should be required to undergo regular testing rather
14 than face termination. The Union also broached the idea of the City paying a stipend to
15 employees. No agreement was reached in this meeting. The City indicated that it would revise
16 the COVID Policy and issue another document for the Union to review.

17 Based on its preliminary impact bargaining with the unions, the City made a number of
18 changes to the COVID Policy. On September 7, 2021, Cox sent an email with the revised
19 COVID Policy to all of the City's unions. Cox asked the unions to review the revised policy and

² Director of Human Resources Denise McClanahan (McClanahan) attended most bargaining sessions and took notes. She did not attend the August 25 meetings, but she was told who attended and listed the attendees. According to McClanahan's summary sheet, Union Counsel Leah Barrault (Barrault) and Fire Chief Robert O'Brien (O'Brien) also attended the meeting, although Carroll did not mention either during his testimony about the meeting.

1 provide further concerns. He also wrote that the City would be happy to schedule additional
2 bargaining sessions “as soon as possible.”

3 The revised COVID Policy indicated that all City employees were required to provide
4 proof of their vaccination status by September 13, 2021. Any employee who was not fully
5 vaccinated was required to provide proof of a negative COVID-19 test every seven days.³ The
6 COVID Policy further noted that the City would be offering weekly COVID-19 testing free of
7 charge at a site and time to be determined later. Employees could also choose to get tested at
8 non-City sites. All unvaccinated employees were required to adhere to all City-wide health and
9 safety protocols at all times including wearing face coverings while working and adhering to
10 social distancing requirements when possible. Employees who failed to provide proof of
11 vaccination or proof of a negative test, and who did not receive an exemption, would be placed
12 on administrative leave. Employees who failed to comply with the requirements of the COVID
13 Policy could face disciplinary action, up to and including termination. The COVID Policy also
14 contained the following provision: “[u]pon the acceptance of the full terms of this Vaccination
15 and Mask Policy by any of the City’s collective bargaining groups, all member employees who
16 provide proof of full vaccination no later than December 31, 2021 shall receive a one-time
17 vaccination stipend of \$500.”

18 On September 7, 2021, Carroll responded to Cox’s email, writing that “[w]e only met
19 once, we are not ready to finalize on this policy. We demand a second meeting this week, with
20 Leah [Barrault] attending.”

³ Fiorentini testified that the Union successfully talked him out of terminating employees who would not get vaccinated. Fiorentini explained that he decided that the Union’s proposal for testing instead was a better option because he “wanted a more generous policy, frankly, and I didn’t want to fire a whole lot of employees. But I wanted the public and the employees to be safe.”

1 On September 10, 2021, Barrault sent Cox the Union’s proposed edits to the COVID
2 Policy. One of the Union’s proposals was the following change to the vaccination stipend
3 language:

4 Upon the acceptance of the full terms of this Vaccination and Mask Policy by any
5 of the City’s collective bargaining groups, all member employees who provide
6 proof of full vaccination no later than December 31, 2021 shall receive a one-time
7 vaccination stipend of \$1000.00 and moving forward on an annual basis for as
8 long as this policy remains in effect, each employee shall receive \$250.00 upon
9 proof of a vaccination booster shot.

10
11 On September 10, 2021, the City and the Union met remotely via Zoom to discuss the
12 revised COVID Policy. Carroll, Barrault, and a firefighter, Ryan Fairbanks (Fairbanks), attended
13 on behalf of the Union. Cox and McClanahan represented the City.⁴

14 During the meeting, the Union advocated that the City should provide the stipend to all
15 of its bargaining unit members because they had worked through the COVID pandemic, rather
16 than limiting the stipend to vaccinated employees only. As noted in the proposed revisions that
17 the Union presented to Cox earlier in the day, the Union wished that the stipend be increased
18 to \$1,000 and that employees receive \$250 for each subsequent booster shot.⁵ No agreement
19 was reached during this meeting and the negotiations remained ongoing.

⁴ The official notes of the meeting reference that other Union representatives also attended the meeting, but Carroll’s testimony only recalled the three attendees. Fiorentini is also listed on McClanahan’s notes as present but neither he nor Carroll recalled his attendance at this meeting.

⁵ McClanahan’s notes of the September 10 negotiations reflect that Carroll said words to the effect that “we are deserving of more than \$500. \$1000 – booster 250.” The notes do not reflect any response from the City. Carroll testified about this meeting as follows: “So, we also asked for a \$1,000 stipend and proof of -- and the people who got booster shots would get \$250 for each booster they got at [sic] proof of booster. It didn’t -- at the time, Bill Cox said he didn’t -- wasn’t sure about \$1,000, but **he thought** that he could get more than the \$500, and that was the -- the last we had left that.” [emphasis added]. Carroll further testified that the Union

1 The parties met again on September 16, 2021 via a zoom call.⁶ Cox and McClanahan
2 attended for the City and Carroll, Barrault, and Fairbanks attended for the Union. The parties
3 discussed various parts of the COVID Policy before reaching the topic of the stipend. The City’s
4 current offer was to limit the stipend of \$500 to those who had received the vaccine. The Union
5 proposed that the stipend be up to \$1000, with additional payments for booster shots. The
6 Union continued to advocate that the stipend be paid to all in the bargaining unit for working
7 through the pandemic, whether they received the vaccination or not. Cox expressed concerns
8 about this proposal but agreed that he would consult with the Mayor to see if the City could
9 increase the amount of the stipend.⁷

believed that all members who worked through the COVID-19 pandemic should receive “the bonus.”

As addressed in footnotes 6 and 7 below, I conclude that Carroll’s testimony about Cox’s statement actually took place during the September 16 meeting, not the September 10 meeting.

⁶ Carroll, the only witness called by the Union, did not recall the September 16 meeting. However, the parties stipulated that the meeting took place. I credit McClanahan’s and Cox’s consistent testimony that Carroll attended the meeting and discussed the stipend. Additionally, McClanahan’s contemporaneous notes confirm that Carroll was present at the September 16 meeting.

⁷ Given my conclusion that Carroll has conflated his attendance at both the September 10 and September 16 sessions into one bargaining session, I determine that the conversation that Carroll testified to in footnote 5 regarding Cox’s response to the Union’s stipend proposal actually took place during the September 16 meeting. To reiterate, Carroll testified that although Cox was not sure about a stipend of \$1,000, he thought that he could get more than the \$500. McClanahan’s contemporaneous notes also reflect Cox saying words to the effect that the City was “more incline[d] to pay more than \$500 – not sure if \$1 K” before the attendees moved to other topics. In her testimony, McClanahan noted that although her notes reflected that they discussed an amount that may be higher than \$500, “that would have been like a general conversation, but it was always left that [\$]500 was the stipend that was being offered, the amount. There was nothing above that.” Cox testified that he was absolutely positive he did not propose or agree to a stipend of more than \$500, saying “I’ve been doing collective bargaining for 40 years. I know what the limits are of my authority, and I know what I’m able to do, what

1 No agreement regarding stipends was reached during this meeting.⁸ Barrault asked
2 Cox to call when he had answers. Cox indicated he would be out for the next few weeks so
3 that City Labor Counsel Melissa Murray (Murray) might be the one who would contact the
4 Union.

5 Cox consulted with the Mayor sometime after this meeting. Fiorentini never authorized
6 a stipend of more than \$500 for any bargaining unit employee.⁹

I'm not able to do. I knew that I absolutely did not have authority from the Mayor to offer anything over \$500. I never would have done that." He also testified that "we talked about that, and I indicated that I thought there was little chance of the Mayor agreeing to \$1,000, but there, you know, I could certainly go back to him and see if there was a number [between] \$500 and \$1,000 that -- that he might be willing to agree to, and that was pretty much our discussion on that issue." McClanahan similarly testified that she could be sure that nothing more than \$500 was offered because Cox, as the City Solicitor, did not have authorization to go over \$500. She testified that "I know that the Union asked for more than \$500, and it may have been that it could have been brought back to the Mayor to ask, but I know that in my notes, I wrote that it still needed to be brought to the Mayor." I credit Cox and McClanahan's consistent testimony that the City never agreed that the stipend would be over \$500. Carroll's testimony does not contravene this conclusion. Carroll testified that Cox said that *he thought* he could get more than \$500, and that qualifier refutes the idea that Cox made any firm offer. Additionally, Carroll's testimony confirms that at the end of the session, Cox stated that he would confer with the Mayor.

⁸ Carroll's testimony confirms that there was no final agreement reached, and that bargaining was to continue. When Union Counsel asked Carroll if there was any final agreement made at the end of the discussion about stipends, he replied "There was not." When asked what his understand was at the end of the meeting, Carroll replied "[t]hat we were in bargaining, and that we were going to continue to bargain moving forward." On cross examination, he again agreed that no decisions were made at the meeting and that he understood that bargaining would continue.

⁹ Cox testified that when he discussed the Union's request regarding stipends with the Mayor, Fiorentini was "adamant that he didn't feel that we wanted to increase the stipend above \$500." McClanahan similarly testifies that she had "multiple conversations with the Mayor at the time, and he never budged from the \$500." Fiorentini also provided consistent testimony that "Bill Cox came in and -- and asked if I would authorize more than that, and Denise might have also. And my position was, for various reasons I can discuss, no, that this was fair and I think it was generous compared to what other cities were doing. Boston was firing people. We were giving them \$500. So, I -- I was -- I thought we were being generous." Fiorentini also testified that

1 Activity regarding the COVID Policy after the initial bargaining sessions

2 After meeting with the Union on September 16, 2021, the City continued to meet with
3 other unions to negotiate the COVID Policy. The City met with the Teamsters on September
4 17, 2021, and with the Patrol Officers on September 23, 2021. The City met with the Police
5 Dispatchers in October, 2021.

6 On September 23, 2021, Barrault wrote to Murray that she knew Cox was away for two
7 weeks, but he had said that Murray may be following up on the COVID Policy bargaining.
8 Barrault asked Murray if there was any word. On September 24, 2021, Murray responded to
9 confirm that there were three outstanding issues of disagreement: annual COVID-19 sick leave,
10 the presumption language, and the stipend. Murray did not copy Carroll on this email. On
11 September 29, 2021, Barrault confirmed that those were the three outstanding issues.

12 On October 6, 2021, Barrault emailed Murray “[j]ust circling back on this matter as the
13 Union would like to wrap it up soon.” Murray responded on October 14, 2021, that she did not
14 have a response yet “but I discussed with Bill [Cox] and we will have a further response next
15 week.” She did not copy Carroll on this email.

16 No one from the City communicated with the Union further regarding the COVID Policy
17 until December 2021. There is no indication in the record that the City ever specifically informed
18 the Union that the Mayor had rejected the Union’s proposal for a stipend in any amount over
19 \$500.

20 The Union’s Endorsement of Fiorentini’s Mayoral Opponent

other unions had already agreed to the \$500 stipend. I credit the consistent testimony of all three of the City’s witnesses that the City never committed to offering a stipend over \$500.

1 Fiorentini was running for reelection in 2021. The Union did not make an endorsement
2 early in the mayoral race.¹⁰

3 The Union had been concerned about staffing issues. On October 4, 2021, Carroll and
4 other Union representatives met with Fiorentini in his office to discuss the needs for additional
5 staffing. The Union representatives were wearing face masks as required at that time. Fiorentini
6 told the Union representatives to remove their masks, and the parties proceeded to discuss
7 staffing.¹¹

8 On the following day, October 5, 2021, the Union learned that Fiorentini had tested
9 positive for COVID-19, and that he had been sick the day before when meeting with the Union.

10 During a Union meeting on October 6, 2021, the Union decided to endorse Fiorentini's
11 mayoral opponent, Colin LePage (LePage).

¹⁰ Carroll testified that in late September 2021, Fiorentini said that Carroll “owed him” because the Mayor hired the Union’s preferred candidate to be Fire Chief and that “he expected us to stay out of the election because of that and at the time, I said I can only do what my members want. And my members vote. I’m only one person. He said, you know you have enough p[u]ll to convince your members to do whatever you want, and you owe me, so you need to stay out of this.” Fiorentini testified that he understood the Union would not get involved but did not specifically testify that he asked the Union to remain neutral. Whether the Mayor requested the Union to remain neutral in the election is not pertinent to my decision in this matter.

¹¹ Carroll testified that the Mayor would not increase staffing without a study. Fiorentini testified that although he was perfectly willing to hire more firefighters, the Union really wanted minimum staffing increases, and that he would not agree to that. The Union went before the City Council on October 5, 2021 to discuss the need for more staffing.

1 On some unspecified date,¹² Fiorentini told Carroll words to the effect that “[y]ou’ll be
2 sorry, you’ll regret not endorsing me, but endorsing my opponent me.”¹³

3 On October 6, 2021, the Union endorsed LePage for mayor.¹⁴

4 Second Comment

5 On an unspecified day after the election, the Mayor made a comment to the effect that
6 he would not sit down to negotiate individually with Carroll.¹⁵

¹² Fiorentini testified that the conversation took place at the conclusion of a retirement dinner, which took place in late September 2021. However, he also testified that he made his comment after Carroll told him that the Union was going to endorse his opponent. The uncontroverted testimony demonstrates that the Union endorsed LePage on October 6, 2021 and did not decide to make the endorsement until after October 4. Accordingly, the actual date of the comment is in question. However, it is the fact that Fiorentini made the comment that is determinative; the actual date of the Mayor’s comment is not pertinent.

¹³ Fiorentini’s testified that “I was angry. I said some angry things. And I remember saying to him, I beat both of -- both of my opponents easily. I got 900 votes, more than the two of them combined. Not to brag, but I did say that. I said, [y]ou’re not going to beat me. You’re not going to-- you’re not going to get that, and you’re going to be sorry. You’re going to regret it. You’re going to --you’re not going to beat me.” On redirect, he testified that “I said something to the effect of, You’ll be sorry, you’ll regret not endorsing me, but endorsing my opponent.” When asked by Counsel what he meant by these comments, Fiorentini testified that he believed he would win so his comment(s) meant “[y]ou’re going to waste a lot of money. They had endorsed my opponent in a previous election. Going to waste a lot of money. Going to waste a lot of time and effort, and you’re not going to win.”

¹⁴ In the City’s Answer to the Complaint, the City admitted that the Union’s endorsement of LePage constitutes protected, concerted activity. The City further asserted in its brief that there is no dispute that the Union engaged in protected activity when it endorsed LePage for mayor and that the City was aware of that protected activity.

¹⁵ The parties have differing recollections regarding the exact wording of the Mayor’s comment. Carroll testified that he learned that the Mayor told the Fire Chief that “he would not -- he was done talking to us, he would never talk to us again.” During his cross examination, Carroll testified that “the Mayor informed the [Fire] Chief that he would never sit down with the Union again as -- ever. So -- so that -- I take that as, he will never sit down with the Union again.” The Fire Chief was not called as a witness. Carroll was not present when Fiorentini made the comment. He did not testify about when or how he learned of Fiorentini’s comment. When asked by Counsel if he made a comment to anyone that he would not sit down to negotiate with Carroll again, Fiorentini testified that after the election “I think I did say something like that,

1 The Mayor has met with the Union since then, including with Carroll, to negotiate, including
2 for a successor contract. The Mayor, though, does not recall meeting with Carroll on an
3 individual basis.¹⁶

4 Implementation of the COVID Policy

5 On December 23, 2021, Murray sent Barrault the City’s updated COVID Policy with a
6 scheduled implementation date of January 9, 2022. In relevant part, Murray wrote “[i]n our
7 discussion with the Fire Union[,] requests were made for Annual COVID Sick Leave,
8 presumption language and a vaccination stipend. The City continues to include a vaccination
9 stipend as part of its policy; however, it cannot afford the \$1,000 stipend requested by the
10 Union.” The City also declined to include the Union’s preferred language for the other two
11 issues. Murray concluded her communication by asking the Union to advise whether it would
12 accept the terms of the COVID Policy. The Union did not respond.

that I wouldn’t sit individually one on one with him.” Fiorentini did not testify about who he made the comment to. When asked why Fiorentini did not want to meet individually with Carroll, he replied “I’d rather not say. I just didn’t feel that it would be fruitful. I didn’t feel -- I did not want to meet individually with him.” He also testified that “I didn’t object to meeting with the Union. I didn’t want a one-on-one conversation.” I credit Fiorentini’s testimony regarding what he said regarding future negotiations because he was the only one who participated in the conversation at issue who testified at the hearing. Carroll was not present when the comment was actually made so he learned of the comment through some other source. Further, Carroll did not provide any information about how or when he learned of the comment. For these reasons, I credit Fiorentini’s version of the comment that he would not meet with Carroll individually.

¹⁶ Carroll testified that although the City’s lawyers met with the Union after the Mayor’s comment, the Mayor did not do so until April, 2022. Carroll also testified that at a certain point, around the time the Union endorsed LePage, the City began to only communicate with Barrault and failed to copy him on the communication. However, most of the City’s communication on the COVID Policy around this time came from Murray rather than Cox. A review of the evidence demonstrates, and Carroll’s testimony confirms, that Murray had not included Carroll on her communications in the past.

1 On January 4, 2022, the City provided Barrault with a revised version of the COVID
2 Policy which was to be effective on January 23, 2022. Murray noted that the City had moved
3 the date “out a few weeks to provide more time for the implementation of the policy.” The City
4 also made minor changes to the policy, but there were no changes to the \$500 vaccination
5 stipend provision. Murray concluded her email by writing “feel free to contact me with any
6 questions or concerns you may have, as well as advising whether your groups will be accepting
7 the terms of the policy.”

8 On January 4, 2022, Barrault responded as follows:

9 As you know, the Union and the City were meeting in the fall to negotiate this policy
10 and we left our last meeting with several proposals outstanding for which Bill said
11 you or Denise would contact us about, which never occurred. We reject this policy
12 and will be filing a charge today at the Department of Labor Relations.
13

14 On January 7, 2022, Murray responded as follows:

15 Good morning. The issues raised during the meetings held in the fall are addressed
16 in the policy to some extent or in my email on December 23, 2021. We have
17 approximately 2 weeks until the policy’s effective date. If there are new issues to
18 discuss we can use that time to set up a meeting to go over those issues (to be held
19 remotely if that helps for planning/scheduling purposes). Please let me know what
20 days/times work for you and the union.
21

22 On January 21, 2022, Cox issued the final COVID Policy to all bargaining unit
23 representatives, including the Union. He wrote:

24 As you know we have spent many months impact bargaining the City's Vaccination
25 and Testing Policy. In the last few weeks we have had additional discussions and
26 bargaining. After a full review of all comments, questions and concerns we did make
27 some changes to the final policy which can be seen in the attached red-lined version.
28 The [f]inal policy which is effective on Sunday, January 23, 2022 is also attached.
29

30 One change I would point out is that in order for your members to be eligible for the
31 vaccination incentive program we are requiring acceptance of the full terms of this
32 Vaccination and Mask Policy by your respective collective bargaining groups no later
33 than Monday, January 31, 2022.
34

1 Even though this is the [f]inal version to be implemented at this time, we remain open
2 to further discussions should you have any suggestions regarding improvements
3 that can be made to the policy. Thank you for your cooperation and assistance in
4 this matter.¹⁷

5
6 On January 26, 2022, the Union filed the instant charge. On the same day Barrault

7 emailed Cox and Murray as follows:

8 Please remind your clients that the Fire Union has not accepted the full terms of the
9 City's Vaccination and Mask Policy and the Union has voted and any member who
10 uploads (under protest) their card by March 4, 2022 will accordingly not accept the
11 City's unilaterally imposed \$500.00 stipend for their vaccination so please do not
12 distribute such payment[.]

13
14 Thanks for your cooperation in advance.
15 (emphasis in the original)

16 Because the Union did not accept the COVID Policy, no one in the bargaining unit
17 received the \$500 stipend.

18 On March 25, 2022, Murray contacted Barrault again, writing, in part, "I believe that it was
19 offered yesterday but I wanted to reiterate that the City continues to be available and willing to
20 continue meeting to discuss and negotiate the impacts of the vaccine policy."

21 The parties did not engage in any further negotiations regarding the COVID Policy.

22 OPINION

23 Regressive Bargaining

24 Count I of the Complaint alleges that the City failed to bargain in good faith by engaging
25 in regressive bargaining. A party bargains regressively in violation of its duty to bargain in good
26 faith by withdrawing an offer made in earlier bargaining sessions. County of Norfolk, 12 MLC

¹⁷ The City continued to meet with the Patrol Officers Union regarding this policy in January and early February 2022.

1 1005, MUP-5602 (June 11, 1985). I find that the facts presented at the hearing do not establish
2 that the City made an offer of a stipend that was greater than \$500 and then withdrew that offer.

3 The Mayor had final decisional authority, and at no point did the Mayor agree to provide
4 a stipend of more than \$500. The consistent testimony of Cox, McClanahan, and Fiorentini
5 demonstrates that Cox was not in a position to make a firm offer. Additionally, Cox and
6 McClanahan both testified that neither Cox nor any other City representative ever offered the
7 Union a stipend of over \$500 per employee. Carroll testified that Cox said he *thought* that he
8 could get more than \$500, but even Carroll's testimony did not indicate that the City made a
9 firm offer of a stipend in any amount above \$500.

10 In its brief, the Union claims that the Union understood that a \$1000 stipend was on the
11 table because Cox "indicated that he could secure the Mayor's agreement for a \$1,000.00
12 stipend in the policy." The Union further claims that once the final version of the policy was
13 issued it was clear that the \$1,000 offer "previously agreed upon at the bargaining table had
14 been withdrawn." However, the record does not support a finding that Cox ever indicated that
15 he could secure the Mayor's agreement for a \$1,000 stipend or that Carroll understood that an
16 offer of \$1000 had been on the table and had been withdrawn. Cox and McClanahan denied
17 that anyone from the City offered any amount over a stipend of \$500. Carroll provided the sole
18 Union testimony, and his testimony was that Cox "wasn't sure about \$1,000, but **he thought**
19 that he could get more than the \$500, and that was the -- the last we had left that." [emphasis
20 added].

21 Based on the evidence presented, I find that the City never offered a stipend of more
22 than \$500. Even if I were to accept Carroll's testimony over the consistent testimony of Cox
23 and McClanahan regarding what was said during the relevant bargaining sessions, Carroll's

1 testimony does not support finding that the City ever offered more than \$500. Carroll testified
2 that Cox *thought* he could get more than \$500. That qualifier refutes the idea that Cox made
3 any firm offer. As the City notes in its brief, implicit in Cox's statement is that he did not have
4 authority at that time to offer any amount greater than \$500. The uncontroverted testimony also
5 reveals that when Cox discussed the matter with Fiorentini after the negotiation session,
6 Fiorentini was adamant that he did not want to increase the stipend above \$500. Carroll would
7 not have been privy to this conversation, but Fiorentini, Cox, and McClanahan all provided
8 consistent testimony on this point. Additionally, Carroll's testimony makes clear that no
9 agreement was reached during the September bargaining sessions, and that bargaining was
10 to continue. No testimony was offered that the City ever came back to the Union with any offer
11 for the stipend that was greater than the previously offered \$500 stipend. In fact, the Union's
12 brief explicitly states that the Union did not hear back from the City regarding the specifics in
13 the COVID Policy between the time of the September bargaining sessions and the announced
14 implementation of the COVID Policy in December.¹⁸ Moreover, Barrault, on behalf of the Union,
15 agreed on September 29, 2021, that the stipend issue remained unresolved.

16 Because the evidence does not support a finding that the City made an offer of a stipend
17 in an amount greater than \$500, and then withdrew that offer, I find that the City did not violate
18 the Law by engaging in regressive bargaining.

19 Retaliation

¹⁸ The Union argues that the City's implementation of the COVID Policy after failing to continue bargaining with the Union after September constitutes a separate violation of failure to bargain in good faith. However, the investigator dismissed the allegation that the City violated the Law by refusing to negotiate over its decision to require vaccinations, and the Union did not appeal. Therefore, this matter is not before me.

1 Count II of the Complaint alleges that the City violated Section 10(a)(3), and derivatively
2 Section 10(a)(1), of the Law by implementing a stipend in an amount lower than the amount
3 offered during negotiations in retaliation for Carroll and the unit members engaging in concerted
4 protected activity. A public employer that retaliates or discriminates against an employee for
5 engaging in activity protected by Section 2 of the Law violates Section 10(a)(3) of the Law.
6 School Committee of Boston v. Labor Relations Commission, 40 Mass. App. Ct. 327 (1996). I
7 find that the City did not violate the Law as alleged in Count II.

8 **Prima Facie Case**

9 To establish a prima facie case, a charging party must show that: (1) the employee
10 engaged in activity protected by Section 2 of the Law; (2) the employer knew of the protected
11 activity; (3) the employer took adverse action against the employee; and (4) the employer's
12 conduct was motivated by a desire to penalize or discourage the protected activity. Town of
13 Brookfield, 28 MLC 320, 327, MUP-2538 (May 1, 2002), aff'd sub nom. Town of Brookfield v.
14 Labor Relations Commission, 443 Mass. 315 (2005).

15 The Union asserts that Carroll and the Union engaged in protected activity by endorsing
16 LePage for Mayor of the City and by addressing staffing matters with the City Council after its
17 unsuccessful conversations with Fiorentini regarding additional staffing. In its Answer to the
18 Complaint, the City admitted that the Union's endorsement of LePage constitutes protected,
19 concerted activity. Additionally, in its brief, the City agrees that there is no dispute that the
20 Union engaged in protected activity by endorsing LePage for mayor and the City was aware of
21 that protected activity. The City, though, denies that Carroll's discussions regarding staffing
22 with the City Council constituted protected concerted activity. Instead, the City argues that
23 Carroll was illegally attempting to bargain with the City Council rather than the Mayor, the

1 authorized bargaining agent. Because there is no dispute that the Union engaged in protected
2 activity when it endorsed LePage for Mayor on October 6, 2021, and that the City was aware
3 of that activity, the Union has established the first two elements of a prima facie case.

4 The third element of the Union's prima facie case requires a showing of adverse action.
5 The CERB has consistently defined adverse action as an adverse personnel action, such as a
6 suspension, discharge, involuntary transfer, or reduction in supervisory activity. City of Holyoke,
7 35 MLC 153, 156, MUP-05-4503 (January 9, 2009) (citing Town of Dracut, 25 MLC 131, 133,
8 MUP-1397 (February 17, 1999)). Many management decisions, though possibly inconvenient or
9 even undesirable, do not constitute adverse employment actions unless the charging party is
10 materially disadvantaged in some way. See City of Boston, 35 MLC 289, 291, MUP-04-4077
11 (May 20, 2009).

12 If the City offered the Union a stipend of greater than \$500 but later implemented a stipend
13 in a lower amount, in response to the Union's protected activity, I would agree that such an
14 action constitutes an adverse action. However, I have previously determined that the City never
15 offered more than a \$500 stipend. Although there were discussions about a stipend of a higher
16 amount, at no point did the City ever offer a stipend of more than \$500.¹⁹ Accordingly, the record
17 does not support a finding that the City reneged on an offer of a stipend greater than \$500. The
18 charging party must establish all four elements of the prima facie case. Because the Union has
19 failed to demonstrate that the City's actions regarding its offered stipend constitutes an adverse

¹⁹ In its brief, the Union argues that Fiorentini took adverse action against the Union by refusing to continue bargaining the COVID Policy with the Union and ultimately implementing it without the Union's agreement. The investigator dismissed this allegation, and the Union did not appeal that decision. Accordingly, that issue is not before me.

1 action, the Union has failed to establish a prima facie case of retaliation. For this reason, I find
2 that the City did not violate Section 10(a)(3), and derivatively Section 10(a)(1), of the Law as
3 alleged.

4 Coercive Comments

5 The issue in both Count III and Count IV is whether the City violated the Law based
6 comments made by the Mayor.

7 A public employer violates Section 10(a)(1) of the Law when it engages in conduct that
8 may reasonably be said to interfere with, restrain, or coerce employees in the exercise of their
9 rights under Section 2 of the Law. Commonwealth of Massachusetts, 40 MLC 297, 299-300,
10 SUP-12-1829 (April 2, 2014), modified on other grounds, 41 MLC 186 (January 16, 2015) (citing
11 Quincy School Committee, 27 MLC 83, 91, MUP-1986 (December 29, 2000)). Pursuant to
12 Section 2 of the Law, employees have the right to “form, join, or assist any employee
13 organization for the purpose of bargaining collectively through representatives of their own
14 choosing on questions of wages, hours, and other terms and conditions of employment, and to
15 engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid
16 or protection, free from interference, restraint, or coercion.”

17 The focus of a Section 10(a)(1) inquiry is on the effect of the employer's conduct on a
18 reasonable employee. Commonwealth of Massachusetts, 40 MLC at 299 (citing Town of
19 Winchester, 19 MLC 1591, 1596-97, MUP-7514 (December 22, 1992)). The Commonwealth
20 Employment Relations Board (CERB) does not analyze the motivation behind the conduct. Town
21 of Chelmsford, 8 MLC 1913, 1916, MUP-4620 (March 12, 1982), aff'd sub nom. Town of
22 Chelmsford v. Labor Relations Commission, 15 Mass. App. Ct. 1107 (1983). It is not pertinent

1 whether the coercion succeeded or failed. Groton-Dunstable Regional School Committee, 15
2 MLC 1551, 1556, MUP-6748 (March 20, 1989).

3 **Fiorentini's September Comment**

4 The issue in Count III is whether Fiorentini's comment to Carroll regarding the Union's
5 endorsement of his mayoral opponent independently violated Section 10(a)(1). The only
6 testimony regarding this comment was provided by Fiorentini himself. Fiorentini admits that he
7 was angry and said some angry things when he told Carroll that he (Carroll) would be sorry and
8 would regret endorsing his opponent rather than him for another term as mayor. Although
9 Fiorentini said he could not recall his exact words, he testified that his comment was to the effect
10 of "[y]ou'll be sorry, you'll regret not endorsing me, but endorsing my opponent." He further
11 testified that he said "you're not going to get that, and you're going to be sorry. You're going to
12 regret it. You're going to – you're not going to beat me."

13 The City admits that the endorsement of a candidate is protected activity. However, the
14 City disputes that Fiorentini's comment was a warning to the Union not to endorse LePage. The
15 City asserts that Fiorentini's comment was not a threat, but rather a statement of fact; Fiorentini
16 only meant that Carroll would be sorry and would regret his endorsement because he would be
17 wasting time and money because Fiorentini, not LePage, would win. The City argues that
18 Fiorentini did not mean to imply that there would be negative consequences or that he would
19 retaliate in any way if the Union endorsed LePage. Fiorentini's intent though is not dispositive.
20 The test for unlawful interference, restraint, or coercion does not turn on employer's motive.
21 Quincy School Committee, 27 MLC at 91. The issue is whether Fiorentini's comments would
22 tend to chill a reasonable employee in the exercise of his or her Section 2 rights. I find that
23 Fiorentini's comment that Carroll would be sorry and would regret endorsing LePage could

1 reasonably be seen as threatening, and therefore I find that his comment would reasonably chill
2 protected activity.

3 The City further argues that the likely outcome of a mayoral race is a matter of public
4 concern, and there is no broad gag rule prohibiting employers from expressing their opinions
5 about matters of public concern. City of Lowell, 29 MLC 30, 33, MUP-2423 (July 31, 2022). The
6 City asserts that the CERB has found no violation where an employer’s comments were an
7 opinion, even if those comments were somewhat critical of the methods used by the Union.
8 Town of Winchester, 19 MLC at 1597. In that case, the CERB found no violation where the
9 employer’s comments were not demeaning or expressions of anger. Here, though, Fiorentini
10 admits that he was angry and, “said some angry things.” I find that Fiorentini’s comment, made
11 in anger, was threatening and coercive. Additionally, although the City is correct that there is no
12 broad gag rule, the ultimate test remains whether the employer’s statements would tend to chill
13 a reasonable employee’s right to engage in activity protected by Section 2 of the Law. City of
14 Lowell, 29 MLC at 33. I conclude that the Mayor’s comment to Carroll that he and/or the Union
15 would be sorry for engaging in the protected activity of endorsing Fiorentini’s opponent in the
16 mayoral race, was a threatening comment that would likely chill protected activity.

17 The City lastly argues that the Union has made no claim that it found the comments
18 demeaning or disparaging or that they had any effect on the Union’s conduct. Clearly the Union
19 believed the comments violated the Law because it filed the Charge in this matter. Although
20 many cases in which the CERB has found an independent Section 10(a)(1) violation involve an
21 employer’s disparaging or critical comments about an employee’s protected activity, see, e.g.
22 Athol-Royalston Regional School District, 26 MLC 55, 56, MUP-1832 (November 2, 1999), that
23 is not a necessary element. A comment that constitutes a threat can also violate the Law. See,

1 e.g. City of Holyoke, 9 MLC 1876 (1983), MUP- 4955 (May 27, 1983). Additionally, the fact that
2 the Union endorsed LePage even after the Mayor made his coercive comment does not negate
3 my conclusion that the Mayor’s comment violated the Law. As previously noted, the test of
4 interference, restraint, and coercion under Section 10(a)(1) does not turn on whether
5 the coercion succeeded or failed. Groton-Dunstable Regional School Committee, 15 MLC at
6 1556.

7 For these reasons, I find that Fiorentini’s comment was threatening and coercive and thus
8 the City violated Section 10(a)(1) of the Law as alleged.

9 **Fiorentini’s November Comment**

10 The issue in Count IV is whether the City independently interfered with, restrained, and
11 coerced employees in the exercise of their Section 2 rights in violation of Section 10(a)(1) of the
12 Law when, after winning the mayoral election, Fiorentini stated words to the effect that he would
13 not negotiate with Carroll again. Although the parties disagree on Fiorentini’s exact words,
14 Fiorentini admits saying that he would not individually meet with Carroll one-on-one.

15 The City appears to argue that the comment did not violate the Law because it was not
16 a threat nor a disparagement, but rather a statement of practice going forward. The City
17 maintains that the Mayor simply wanted someone else in the room rather than meeting with
18 Carroll alone. Additionally, the comment was specific to Carroll and not the Union as a whole.
19 Moreover, the City notes that the comment was not made in the presence of Carroll or other
20 members of the Union and that Fiorentini did not intend Carroll to hear the comment.
21 Additionally, the City argues that Carroll has not alleged any impact, noting that both Carroll
22 and Fiorentini testified that notwithstanding this comment, they continued to meet and that the
23 Union and the City engaged in successor contract negotiations.

1 I do not find the City's arguments persuasive. I will address these arguments in turn. First,
2 even if I agreed that Fiorentini's comment, singling out Carroll as the one Union representative
3 that he would refuse to meet with individually, was not disparaging or a threat, that alone is not
4 dispositive. Other types of coercive comments or conduct can also violate Section 10(a)(1). See,
5 e.g. Salem School Committee, 35 MLC 199, 217, MUP-04-4008 (April 14, 2009)(the CERB
6 found a violation where the principal assigned herself to evaluate two teachers who recently had
7 signed a letter urging the union membership to reject a proposed successor collective bargaining
8 agreement. The CERB noted that in light of the teachers' concerted, protected activity and the
9 timing of the action, a reasonable employee would feel restrained and coerced by the change in
10 their evaluators).

11 I find that the Mayor's "statement of practice going forward," that he would not meet
12 with the Union President individually could reasonably be said to interfere with, restrain, or
13 coerce employees in the exercise of their rights under Section 2 of the Law. The parties
14 stipulated that the Mayor is the exclusive bargaining representative for the City. He testified that
15 he knew that Carroll was the primary head of the Union's bargaining committee. Given these
16 facts, the Mayor must be willing to meet with the Union President one-on-one if necessary.
17 Although generally there are others involved in the bargaining process, there could be
18 circumstances where only Carroll and Fiorentini are available to negotiate a matter. The Union
19 has the protected right to bargain with the City on behalf of its bargaining unit members. Any
20 comment or conduct that tends to interfere with that right violates the Law. I find that the Mayor's
21 comment that he would not meet or sit with the Union's President individually would reasonably
22 tend to interfere with Carroll's ability to represent the bargaining unit employees and therefore
23 violates the Law.

1 The City also points to the fact that the comment was not made to in the presence of
2 Carroll or any bargaining unit member. In its brief, the City asserts that although Fiorentini’s
3 comment was shared with Carroll, that had not been Fiorentini’s intent. As stated earlier, the
4 Mayor’s intent is not dispositive because the test for unlawful interference, restraint, or coercion
5 does not turn on employer's motive. Quincy School Committee, 27 MLC at 91. Moreover, the
6 CERB has addressed the issue of whether an indirect statement could violate Section 10(a)(1)
7 of the Law in Salem School Committee, 35 MLC at 215. In that case, certain teachers were
8 distributing a “Vote No” letter in advance of a ratification vote for a proposed agreement. The
9 Assistant Superintendent asked the Union’s President and business agent if they wanted the
10 police called to remove teachers who were distributing the flyers. The business agent later
11 relayed this exchange to three bargaining unit members. The CERB determined that by asking
12 the Union officials if they wanted him to call the police to disperse the teachers, the Assistant
13 Superintendent was indirectly attempting to remove the teachers. The business agent reporting
14 the statement to bargaining unit members further added to the chilling and coercive effect that
15 the statement had on protected activity. Here, Fiorentini never testified about to whom he made
16 the comment, but Fiorentini took the risk that his comment would be repeated to the Union.
17 And it was. Therefore, even if the comment was made indirectly, the Mayor’s comments about
18 not bargaining again individually with the Union President would reasonably tend to interfere
19 with, restrain, or coerce employees in the exercise of their Section 2 rights.

20 The City further argues that Carroll has not alleged any impacts that resulted from the
21 comment, and that the Union and the City engaged in successor contract negotiations after the
22 Mayor’s comment. The allegation here is not a failure to bargain, but that Fiorentini’s comment
23 unlawfully interfered with Carroll and the Union in the free exercise of their rights guaranteed by

1 Law. Carroll did testify that he met with Fiorentini after the comment, although he testified it was
2 not until April, 2022, some 5 months or so after the comment was made. Nevertheless, it is
3 not necessary that an employer's conduct actually restrains or coerces an employee in the
4 exercise of the employee's rights. Groton-Dunstable Regional School Committee, 15 MLC at
5 1556-1557. It is irrelevant whether Fiorentini acted on his comment. The very fact that Fiorentini
6 commented that he would not meet with the Union's bargaining representative, at least
7 individually, is chilling and, thus, unlawful.

8 CONCLUSION

9 Based on the record and for the reasons stated above, I conclude that the City violated
10 the Law as alleged in Counts III and IV based on the Mayor's comments that the Union would
11 regret supporting his opponent and then declaring he would not bargain with the Union President
12 individually going forward as these comments could reasonably be seen to interfere with,
13 restrain, or coerce employees in the exercise of their Section 2 rights. I find that the City did not
14 engage in regressive bargaining in violation of 10(a)(5) as alleged in Count I. Lastly, I find that
15 the City did not retaliate against the Union in violation of 10(a)(3) by providing a lowered stipend
16 amount as alleged in Count II.

17 ORDER

18 WHEREFORE, based on the foregoing, I hereby order the City to:

- 19 1. Cease and desist from:
20
21 a) Making threatening comments about the Union's protected activity or other
22 statements that would tend to interfere with, restrain, or coerce employees in
23 the exercise of their rights guaranteed under the Law.
24
25 b) In any like or similar manner interfering with, restraining, or coercing employees
26 in the exercise of their rights guaranteed under Law.
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2. Take the following affirmative action that is necessary to effectuate the purposes of the Law:
- a) Immediately post signed copies of the attached Notice to Employees in all conspicuous places where members of the Union's bargaining unit usually congregate, or where notices are usually posted, including electronically, if the City customarily communicates with these union members via intranet or email and display for a period of thirty (30) days thereafter, signed copies of the attached Notice to Employees.
 - b) Notify the DLR within 10 days of the steps taken to comply with this order.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



GAIL SOROKOFF, 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 no later than ten days after receiving notice of this decision. If a Notice of Appeal is not filed within the ten days, this decision shall become final and binding on the parties.



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

NOTICE TO EMPLOYEES

**POSTED BY ORDER OF A HEARING OFFICER OF
THE MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS**

A hearing officer of the Massachusetts Department of Labor Relations has held that the City of Haverhill violated Section 10(a)(1) of Massachusetts General Laws, Chapter 150E when Mayor Fiorentini informed the Union President that he and the Haverhill Firefighters, IAFF Local 1011 would be sorry for endorsing his mayoral opponent, and by later stating that he would not meet to negotiate individually with the Union President. The City posts this Notice to Employees in compliance with the hearing officer's order.

Section 2 of M.G.L. c.150E gives public employees the right to engage in self-organization, to form, join or assist any union; to bargain collectively through representatives of their own choosing; to act together for the purposes of collective bargaining or other mutual aid or protection; and to refrain from all of the above. Based on these rights, the City of Haverhill assures its employees that:

WE WILL NOT make threatening comments about the Union's protected activity or other statements that would tend to interfere with, restrain, or coerce employees in the exercise of their rights guaranteed under the Law.

WE WILL NOT in any like or similar manner interfere with, restrain, or coerce any other employee in the exercise of their Section 2 rights.

City of Haverhill

Date

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This notice must remain posted for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Department of Labor Relations, Lafayette City Center, 2 Avenue de Lafayette, Boston MA 02111 (Telephone: (617) 626-7132).

