

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of

CITY OF EVERETT

and

EVERETT FIREFIGHTERS, LOCAL 143,
I.A.F.F.

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Case No.: MUP-22-9252

Date Issued: October 27, 2023

HEARING OFFICER’S ORDER

1 Summary

2 On October 20, 2023, the City of Everett (City) filed an Answer and Waiver of
3 Hearing pursuant to Department of Labor Relations (DLR) Regulation 456 CMR 13.18. I
4 am issuing the attached order and notice to employees in accordance with DLR
5 Regulation 456 CMR 13.18.¹

6 Background

7 The Everett Fire Fighters Union, I.A.F.F, Local 143 (Union) filed a charge with the
8 Department of Labor Relations (DLR) on April 22, 2022, alleging that the City had
9 engaged in prohibited practices within the meaning of Sections 10(a)(1) and (3) of
10 Massachusetts General Laws, Chapter 150E (the Law). Following an investigation, the
11 DLR issued a Complaint of Prohibited Practice on September 28, 2022, alleging that the

¹ Consequently, I have cancelled the hearing on November 9, 2023.

1 City had violated Section 10(a)(1) of the Law.² On October 20, 2023, the City filed an
2 Answer and Waiver of Hearing pursuant to DLR Regulation 456 CMR 13.18.

3 Admissions and Waiver of Hearing

4 The City's October 20, 2023, Answer and Waiver of Hearing filed pursuant to 456
5 CMR 13.18 contains a statement that the City refrains from contesting the proceedings
6 and consents that the DLR may make, enter and serve upon the City an order to cease
7 and desist from the violations of M.G.L. c. 150E alleged in the Complaint in MUP-22-
8 9252. The City also stated that it waives a hearing on the matter and authorizes the
9 DLR, without a hearing, without evidence and without findings as to facts or other
10 intervening procedure, to make, enter, issue and serve upon the City an order to cease
11 and desist from the violations alleged in the Complaint and to post a notice in
12 accordance with M.G.L. c. 150E. Accordingly, I find that the City has admitted to the
13 following facts as alleged in the Complaint:

14 Count I

- 15
- 16 1. The City is a public employer within the meaning of Section 1 of the Law.
 - 17
 - 18 2. The Union is an employee organization within the meaning of Section 1 of
19 the Law.
 - 20
 - 21 3. The Union is the exclusive bargaining representative for the City's fire
22 fighters, including probationary firefighters, but excluding the Fire Chief.
 - 23
 - 24 4. Scott Dalrymple (Chief Dalrymple) is the City's Fire Chief and an agent of
25 the City.
 - 26
 - 27 5. Craig Hardy (Hardy) is a lieutenant in the City's Fire Department and is
28 president of the Union referred to in paragraph 3.

² At the August 25, 2022 investigation, the Union decided not to pursue the Section 10(a)(3) allegation, as the City had rescinded DC's termination.

- 1 6. DC was a probationary firefighter, who had been hired on April 5, 2021,
2 and who is a member of the bargaining unit referred to in paragraph 3.
3
- 4 7. Prior to March 2022, the City did not require fire fighters, including
5 probationary firefighters, to obtain and maintain their EMT certifications as
6 a condition of continued employment.
7
- 8 8. On March 20, 2022, the City notified DC that he would be terminated if he
9 did not obtain his EMT certification by April 1, 2022.
10
- 11 9. On March 25, 2022, the Union filed a prohibited practice charge with the
12 DLR in Case No. MUP-22-9194 alleging, in part, that the City unilaterally
13 required those probationary firefighters, who had been hired on April 5,
14 2021, to obtain their EMT certifications as a condition of continued
15 employment.
16
- 17 10. Thereafter, the City and the Union engaged in discussions about
18 extending DC's probationary status as well as certain other related issues,
19 but they did not reach an agreement.
20
- 21 11. On April 4, 2022, the City issued a letter terminating DC's employment but
22 did not send the letter to him on that day.
23
- 24 12. On April 5, 2022, Hardy accompanied DC to the Ferry Street Fire Station
25 (Ferry Street Station) where DC was assigned, in anticipation that DC
26 might receive a disciplinary notice that day.
27
- 28 13. Approximately, ten other members of the bargaining unit referred to in
29 paragraph 3 were also present at the Ferry Street Station.
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- 31 14. The Captain in charge of the Ferry Street Station saw that DC was not
32 listed on the April 5, 2022 schedule, and contacted a deputy chief, who
33 then contacted Chief Dalrymple.
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- 35 15. Several minutes later, Chief Dalrymple arrived at the Ferry Street Station
36 and stated that he did not know why DC was there, as DC had been
37 terminated.
38
- 39 16. The Fire Chief then informed DC that the City had terminated him on April
40 4, 2022, and that he needed to leave.
41
- 42 17. When Hardy asked why Chief Dalrymple was treating DC in this manner,
43 the Fire Chief shouted that it was Hardy's fault that DC was fired.
44
- 45 18. Chief Dalrymple then continued to shout that it was Hardy's fault that DC
46 was fired because the Fire Chief had obtained DC a two-month extension

1 of his probationary status and that Hardy and the Union’s lawyer, whom
2 Chief Dalrymple referred to using a derogatory term, “ruined it.”

3
4 19. When Hardy protested that Chief Dalrymple should not talk to him in this
5 manner, Fire Chief Dalrymple ordered him to leave the station.

6
7 20. Hardy and DC then left Ferry Street Station.

8
9 21. By Chief Dalrymple’s statements referred to in paragraphs 17 and 18, the
10 City has independently interfered with, restrained and coerced unit
11 members in the exercise of their rights protected by Section 2 of the Law
12 in violation of Section 10(a)(1) of the Law.

13
14 Count II

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16 22. The allegations in paragraphs 1 through 20 are re-alleged.

17
18 23. After Hardy and DC left the Ferry Street Station, Chief Dalrymple
19 continued to shout about the Union in the presence of the unit members
20 referred to in paragraph 13, and he stated that the “the Union had f***ed”
21 this kid over.”

22
23 24. By Chief Dalrymple’s statement referred to in paragraph 23, the City has
24 independently interfered with, restrained and coerced unit members in the
25 exercise of their rights protected by Section 2 of the Law in violation of
26 Section 10(a)(1) of the Law.

27
28 ORDER

29
30 WHEREFORE, based upon the foregoing, IT IS HEREBY ORDERED that the City shall:

- 31 1. Cease and desist from:
 - 32 a) Making statements that would tend to interfere with, restrain or
 - 33 coerce employees in the exercise of their rights under Section 2 of
 - 34 the Law;
 - 35 b) In any like manner, interfering with, restraining and coercing its
 - 36 employees in any right guaranteed under the Law.
- 37 2. Take the following action that will effectuate the purposes of the Law:
 - 38 a) Post immediately in all conspicuous places where members of the
 - 39 Union's bargaining unit usually congregate, or where notices are
 - 40 usually posted, including electronically, if the City customarily
 - 41 communicates with these unit members via intranet or email and
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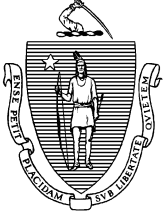
- 1 display for a period of thirty (30) days thereafter, signed copies of
- 2 the attached Notice to Employees;
- 3
- 4 b) Notify the DLR in writing of the steps taken to comply with this
- 5 decision within ten (10) days of receipt of this decision.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



KATHLEEN GOODBERLET, ESQ.
HEARING OFFICER



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**

The City of Everett (City) has admitted to the Massachusetts Department of Labor Relations that the City independently violated Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by its statements and conduct in interfering with, restraining, and coercing employees in the free exercise of their rights under Section 2 of the Law. The City posts this Notice to Employees in compliance with the Hearing Officer's order.

Section 2 of the Law gives public employees the following rights:

- 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 purpose of collective bargaining or other mutual aid or protection;
- and to refrain from all of the above.

The City hereby assures its employees that:

WE WILL NOT make statements that would tend to interfere with, restrain or coerce employees in the exercise of their rights under Section 2 of the Law;

WE WILL NOT in any like or related manner, interfere with, restrain or coerce employees in the exercise of their rights guaranteed under the Law;

WE WILL notify the DLR in writing of the steps taken to comply with the Hearing Officer's order within ten (10) days of receipt of this order.

Date

City of Everett

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, 2 Avenue de Lafayette, Boston, MA 02111 (Telephone: (617) 626-7132).