

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of

CITY OF MEDFORD

and

MEDFORD FIREFIGHTERS UNION, IAFF,
LOCAL 1032

Case No.: MUP-22-9436

Date issued: July 30, 2025

Hearing Officer:

Margaret M. Sullivan, Esq.

Appearances:

Brian M. Maser, Esq.	-	Representing the City of Medford
Allyson Presskreischer, Esq.	-	Representing the Medford Firefighters Union, IAFF, Local 1032

HEARING OFFICER'S DECISION

SUMMARY

1 The issue in this case is whether the City of Medford (City) violated Section
2 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter
3 150E (the Law) by repudiating Article Six of the collective bargaining agreement between
4 the City and the Medford Firefighters Union, IAFF, Local 1032 (Union) by failing to: a) hold
5 Step 2 hearings for grievances that the Union had filed on January 23, 2022 and May 20,
6 2022; and b) discuss and attempt to adjust at Step 2 a grievance that the Union had filed
7 on May 12, 2022. For the reasons described below, I find that the City has violated the
8 Law in part, but I dismiss the remaining allegation as untimely filed.

Statement of the Case

1 On July 15, 2022, the Union filed a charge with the Department of Labor Relations
2 (DLR) alleging that the City had engaged in prohibited practices within the meaning of
3 Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law.¹ A DLR investigator
4 investigated the charge on October 19, 2022.² On February 17, 2023, the investigator
5 issued a two-count complaint alleging that the City violated Sections 10(a)(5) and (1) of
6 the Law. The Complaint alleged that the City repudiated Article Six of the parties'
7 collective bargaining agreement, the grievance-arbitration provision, by failing to: a) hold
8 Step 2 hearings for grievances that the Union had filed on January 23, 2022 and on May
9 20, 2022 (Count I); and b) discuss and attempt to adjust at Step 2 a grievance that the
10 Union had filed on May 12, 2022 (Count II). The City filed its answer on February 21,
11 2023.

12 I conducted a hearing on April 30, 2024.³ Both parties had an opportunity to be
13 heard, to call witnesses,⁴ and to introduce evidence.⁵ The parties subsequently filed their
14 post-hearing briefs on August 30, 2024. Upon review of the entire record, including my

¹ On July 29, 2022, the Union submitted an amended charge alleging that the City had derivatively violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law.

² From November 29, 2022 through February 9, 2023, the parties unsuccessfully engaged in mediation under the auspices of a DLR mediator.

³ At the hearing, I allowed the City's motion to sequester witnesses, except for Walter Buckley (Buckley), the Union's president, and Lisa Crowley (Crowley), the City's Human Resources Director.

⁴ After the Union presented its case at hearing, the City rested its case without calling any witnesses.

⁵ At the April 30, 2024 hearing, the City amended its answer to Count I of the Complaint to admit enumerated paragraphs 1 through 7 but continued to deny paragraphs 8 and 9.

1 observation of the demeanor of the witnesses, I make the following findings of fact and
2 render the following opinion.

3 Stipulated Facts

- 4 1. The City is a public employer within the meaning of Section 1 of the Law.
5
6 2. The Union is an employee organization within the meaning of Section 1 of the Law.
7
8 3. The Union is the exclusive bargaining representative for certain uniformed
9 firefighters employed by the City in its Fire Department.
10
11 4. The City and the Union were parties to a collective bargaining agreement (CBA),
12 which was effective at all relevant times. Article Six of the CBA pertained to
13 "Grievance Procedure" and stated, in part:

14
15 Step 1. The Union shall present the grievance in writing to the Chief of the Fire
16 Department, or his designate. ... In the event the grievance cannot be adjusted
17 satisfactorily within seven (7) calendar days of its presentation to the Chief of the
18 Fire Department, it thereafter may be presented to the Mayor or his designate, for
19 discussion in Step Two (2).
20

21 Step 2. Within ten (10) calendar days after the presentation of a grievance to the
22 Mayor or his designate, the grievance committee shall meet with the Mayor or his
23 designate to discuss and attempt to adjust the grievance. ...

24 Findings of Fact⁶

25 Background

26 Relevant Contractual Language

27 For approximately the last twenty years, the City and the Union have been parties
28 to a series of memoranda of agreements (MOAs) that comprised their collective

⁶ The DLR's jurisdiction in this matter is uncontested.

bargaining agreements. The MOA that was in place from July 1, 2003 to June 30, 2006 (2003-2006 MOA)⁷ contained, in part, the following provision

ARTICLE SIX Grievance Procedure (Emphasis in Original)

Controversies of any kind which arise between one or more employees and the City or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, may be processed as a grievance under the following procedure.

Step 1. The Union shall present the grievance in writing to the Chief of the Fire Department, or his designate, who shall then meet with the Union's grievance committee within forty-eight (48) hours (exclusive of Saturdays, Sundays and Holidays), to discuss and attempt to adjust the grievance. In the event the grievance cannot be adjusted satisfactorily within seven (7) calendar days of its presentation to the Chief of the Fire Department, it thereafter may be presented to the Mayor or his designate, for discussion in Step Two (2).

Step 2. Within ten (10) calendar days after the presentation of a grievance to the Mayor or his designate, the grievance committee shall meet with the Mayor or his designate to discuss and attempt to adjust the grievance. If the grievance cannot be adjusted satisfactorily within three (3) weeks of its presentation to the Mayor or his designate, it thereafter may be submitted within sixty (60) days to the American Arbitration Association for arbitration in accordance with its rules. All participants in the procedures of this Article, including the Arbitrator, shall apply concepts of reasonableness and fairness, and be governed by applicable provision(s) of this Agreement in performing their functions.

Any adjustment of a grievance reached in any step of the grievance procedure, or the award of the Arbitrator, shall be final and binding on the parties.

The time limits established in this Article may be extended by mutual consent.

The Grievance Committee of the Union shall consist of not more than three (3) representatives of the Union and any time they or the Board of Directors spend in discussing or processing grievances, as provided in the Grievance

⁷ The parties executed the 2003-2006 MOA on June 30, 2003 and noted that unless otherwise modified or deleted therein, all provisions of the agreement expiring June 30, 1999 were part of the new contract.

1 Procedure during their working hours, shall not result in a loss of regular
2 earnings or benefits. There shall be one Director for each station. In case
3 of emergency or absence of the Director, the grievan[t] shall have the
4 benefit of the Fire Department telephone to contact any member of the
5 Union's grievance committee.
6

7 All grievances referred to above must be presented in writing at Step I within
8 ten (10) days of the occurrence, which ever may be the cause of the incident
9 upon which the grievance is based. If it be determined at any time that
10 corrective measures are due an employee as a result of the grievance
11 procedure, they shall not be made retroactively operative for more than ten
12 (10) days prior to the date of first presentation.
13

14 The cost of arbitration is to be borne equally by the Union and the City.

15 Article Six then remained present and unchanged in the parties' subsequent
16 collective bargaining agreements. Most recently, in mid-November 2023, the Union and
17 the City executed an MOA for a successor collective bargaining agreement (successor
18 MOA). The successor MOA amended the collective bargaining agreement that expired
19 on July 30, 2021 and covered the periods of July 1, 2021 through June 30, 2024 and July
20 1, 2024 through June 30, 2026. The successor MOA stated that the provisions of the
21 collective bargaining agreement that expired on June 30, 2021,⁸ shall remain in full force
22 and effect, except as expressly amended therein. The successor MOA did not amend
23 Article Six but did amend Article Twenty-Six, the Duration Clause, to reflect the new
24 effective periods of the contracts.

25 Step Two Grievance Processing Prior to 2021

26 2012-2018

⁸ On April 29, 2019 and May 2, 2019, the City and the Union respectively agreed to an MOA for the period 2018 through 2021.

1 From 2012 to 2018, William O'Brien (O'Brien)⁹ was the Union's president. In his
2 role as president, he filed approximately sixteen grievances at Step 1, Step 2 and, at
3 times, to arbitration. The Union presented grievances at Step 1 to then Fire Chief Frank
4 Giliberti, Jr. (Chief Giliberti). Chief Giliberti reviewed the grievances and then issued
5 written Step 1 responses. If Chief Giliberti denied the grievance, the Union would submit
6 it to Step 2. The Mayor's¹⁰ designate, usually the Mayor's Chief of Staff, presided over a
7 Step 2 hearing that both the Union and the Fire Chief attended. O'Brien would speak in
8 support of the Union's grievance and would submit documents.¹¹ Chief Giliberti then
9 would speak about the reasons for his denial of the grievance. The Mayor's designate
10 would take the parties' presentations under advisement and subsequently issue a written
11 Step 2 response.

12 For example, on April 26, 2017, the Union filed a grievance on behalf of Thomas
13 E. Dunn (T.E. Dunn) challenging his assignment to perform fire alarm duties (fire alarm
14 grievance) when he returned to work from injured on duty leave. On May 4, 2017, the
15 Union filed a grievance on behalf of T.E. Dunn challenging the City's refusal to allow him
16 to work overtime and paid details (OT and paid details grievance). On or about May 5,
17 2017, Chief Giliberti issued separate Step 1 denials for both grievances. The Union
18 subsequently submitted both grievances to Step 2 with Mayor Muccini-Burke and made

⁹ As of the date of the hearing, O'Brien had served for twenty-seven years as a firefighter for the City.

¹⁰ The City had two mayors, Michael McGlynn and Stephanie Muccini-Burke (Muccini-Burke), during O'Brien's tenure as Union president.

¹¹ The Union typically did not call witnesses at the Step 2 proceedings, although it did so on at least one occasion. The witness was not sworn in under oath at the Step 2 hearing.

1 a request to meet. On July 13, 2017, Jennifer Dever Wood (Dever Wood), the Mayor's
2 Chief of Staff and Director of Personnel, conducted a Step 2 hearing for both grievances,
3 which the Union and Chief Giliberti attended. Both O'Brien and Chief Giliberti spoke in
4 support of the Union's and the City's positions respectively. On August 10, 2017, Dever
5 Wood issued the following Step 2 response¹² stating in pertinent part:

6 I have reviewed the grievances that you filed about Firefighter Thomas E.
7 Dunn involving his a) assignment to Fire Alarm and b) not being assigned
8 to work overtime and paid details.

9
10 I have taken into consideration the collective bargaining agreement and
11 applicable case law on assignment issues. I have also taken into
12 consideration points that you raised in the Step 2 Grievance Hearing on July
13 13, 2017.

14
15 **CONCLUSION:** (Emphasis in Original)

16
17 Given the information provided by the Union and Management, I have
18 concluded that the assignment of personnel to be a management right
19 under Article 4 of the contract and Chief Giliberti acted within his managerial
20 right. There is no contract violation.

21
22 Therefore, the Union Grievance-Step 2 is denied.

23 **2018-2020**

24 In 2018, Buckley¹³ succeeded O'Brien as Union president.¹⁴ As president, Buckley
25 also filed grievances on behalf of the Union. He submitted grievances at Step 1 to Chief

¹² Dever Wood's Step 2 response was addressed to O'Brien and copied to Chief Giliberti.

¹³ As of the date of the hearing, the City had employed Buckley as a firefighter for seventeen years.

¹⁴ Buckley continued to serve as Union president as of the date of the hearing. He previously had served as Union vice-president from 2012 to 2018.

1 Giliberti, Step 2 to the Mayor,¹⁵ and, at times, to arbitration if the grievance was denied at
2 Step 2. After Chief Giliberti denied the grievance at Step 1 and Buckley filed the grievance
3 at Step 2, the Mayor's designate would then hold a Step 2 hearing, which the Union and
4 Chief Giliberti would attend. Buckley would speak and submit documents in support of
5 the grievance, and Chief Giliberti would then speak about the reasons for his denial of the
6 grievance. The Mayor's designate would take the matter under review and issue a written
7 decision later.

8 For example, on February 11, 2018, Buckley filed a grievance at Step 1 on behalf
9 of Thomas C. Dunn and other potentially similarly situated unit members challenging the
10 City's decision to bypass the higher scorer on the promotional exam and appoint a
11 member with a lesser score (promotional bypass grievance). On February 21, 2018,
12 Chief Giliberti denied the promotional bypass grievance at Step 1. On March 12, 2018,
13 Buckley filed the grievance at Step 2 with Mayor Muccini-Burke. On May 18, 2028, Dever
14 Wood presided over the Step 2 hearing, and Buckley and Chief Giliberti spoke in support
15 of their parties' positions. On May 18, 2018, Dever Wood issued her Step 2 response¹⁶
16 stating in pertinent part:

17 I am writing in response to the grievance hearing held on behalf of FF
18 Thomas C. Dunn on May 3, 2018.

19
20 Based on testimony and information provided by the Union and
21 Management and after careful consideration, I find the appointment was
22 consistent with Civil Service Law, City Policy, and long-standing practice,
23 the Step 2 grievance is denied.

¹⁵ During Buckley's tenure as Union president, Mayor Muccini-Burke served as mayor from 2018 to 2020, and Breanna Lungo-Koehn (Mayor Lungo-Koehn) has served as Mayor from 2020 and continuing.

¹⁶ Dever Wood's May 18, 2018 Step 2 response was addressed to Buckley with a copy to Chief Giliberti.

1 Also, on August 31, 2020, Buckley filed a grievance on behalf of unit members
2 aggrieved by the City's decision not to hire certified firefighters to fill overtime vacancies
3 in Fire Alarm (fire alarm OT grievance). On September 16, 2020, Chief Giliberti denied
4 the fire alarm OT grievance at Step 1. On September 28, 2020, Buckley submitted the
5 fire alarm OT grievance at Step 2 to Mayor Lungo-Koehn. On October 21, 2020, David
6 Rodrigues (Rodrigues), the Mayor's Chief of Staff, conducted a Step 2 grievance hearing
7 via Zoom due to the COVID-19 pandemic. Buckley and Chief Giliberti attended remotely
8 and spoke in support of their parties' positions. Rodrigues informed Buckley and the Fire
9 Chief that he would consider their statements and later issue them a written Step 2
10 response.

11 2021

12 In late 2020, early 2021, Nina Nazarian (Nazarian) succeeded Rodrigues as the
13 Mayor's Chief of Staff, and Neil Osborne (Osborne) became the City's Human Resources
14 Director. Nazarian conducted one or two Step 2 hearings at which Osborne also was
15 present. Buckley and Chief Giliberti spoke in support of their positions. In 2021, Osborne
16 began to conduct Step 2 hearings without Nazarian present. At those Step 2 hearings,
17 Buckley continued to make statements in support of the Union's positions, but the City's
18 representatives ceased to make any statements. Osborne simply ended the Step 2
19 hearings after Buckley's statements. At the first Step 2 hearing where Osborne ended
20 the hearing without the City making a statement in support of its position, Buckley
21 complained that Osborne had deviated from the practice of how the parties previously
22 conducted Step 2 hearings. When asked at hearing about how many Step 2 hearings had
23 taken place in 2021, where the City had made no statement in support of its position,

1 Buckley replied “a lot”. The record does not show that any Step 2 hearings took place in
2 2021 over which Osborne presided where a City representative made a statement in
3 support of its position.

4 2022

5 T.E. Dunn Grievances

6 On January 23, 2022, Buckley filed a Step 1 grievance challenging the City’s
7 refusal to allow T.E. Dunn to assume a light duty position with the Fire Department (light
8 duty grievance). On May 31, 2022, Chief John Freedman (Chief Freedman), successor
9 to Chief Giliberti, denied the grievance. On May 31, 2022, Buckley filed the light duty
10 grievance at Step 2 with Mayor Lungo-Koehn and made a request to meet.

11 On May 20, 2022, Buckley filed a Step 1 Grievance protesting the City’s refusal to
12 allow T.E. Dunn to return to work and alleging that the City had violated T.E. Dunn’s
13 privacy (return-to-work grievance). On May 31, 2022, Chief Freedman denied the Union’s
14 grievance. On May 31, 2022, Buckley filed the return-to-work grievance at Step 2 with
15 Mayor Lungo-Koehn and made a request to meet. The City never responded to the Union
16 about the light duty or return-to-work grievances or scheduled Step 2 hearings regarding
17 those grievances. Thereafter, the Union filed for arbitration on both grievances.

18 Halloran Grievance

19 On May 12, 2022, Buckley filed a Step 1 grievance protesting the City’s bypass of
20 Lieutenant Michael Halloran (Halloran) for promotion to captain (Halloran grievance). On
21 May 25, 2022, Chief Freedman denied the Union’s grievance. Also, on May 25, 2022,
22 Buckley filed the grievance at Step 2 with Mayor Lungo-Koehn and made a request to

1 meet. Osborne subsequently conducted a Step 2 hearing on Halloran's grievance.¹⁷
2 Buckley spoke in support of the grievance, but neither Chief Freedman nor any other
3 representative spoke on behalf of the City's position. The Step 2 hearing lasted five to
4 ten minutes, and then Osborne ended the hearing. He informed the Union that he would
5 issue a Step 2 response in writing later, but Buckley never received a Step 2 response
6 from the City.¹⁸

7 At the commencement of the hearing, the parties stipulated that they had resolved
8 the underlying merits of the light duty and return-to-work grievances and the Halloran
9 grievance.

10 Opinion

11 The issues before me are whether the City violated Section 10(a)(5) of the Law by
12 repudiating Article Six of the parties' collective bargaining agreement by failing to: a) hold
13 a Step 2 hearing for the Union's return-to-work and light duty grievances (Count I); and
14 b) discuss and attempt to adjust the Halloran grievance during the Step 2 hearing (Count
15 II).

16 Section 6 of the Law requires public employers and unions that represent their
17 employees to meet at reasonable times to negotiate in good faith regarding wages, hours,

¹⁷ The hearing record does not reveal when Osborne conducted the Step 2 hearing. However, it is reasonable to infer that the hearing was conducted after May 25, 2022, when the Union filed the grievance at Step 2, and before July 15, 2022, when the Union filed the prohibited practice charge in this case.

¹⁸ I decline to make a finding as to the specific number of grievances that Buckley filed as Union president because of some variation in his testimony on this issue. Early in his testimony, Buckley indicated that he had filed a total of fifteen to twenty grievances but later he indicated that he had filed sixteen grievances during Mayor Lungo-Koehn's term in office and eight to ten grievances during Mayor Muccini-Burke's term in office.

standards of productivity and performance, and any other terms and conditions of employment. The statutory obligation to bargain in good faith includes the duty to comply with the terms of a collectively bargained agreement. Commonwealth of Massachusetts, 26 MLC 165, 168, SUP-3972 (March 13, 2000) (citing City of Quincy, 17 MLC 1603, MUP-6710 (March 20, 1991); Massachusetts Board of Regents of Higher Education, 10 MLC 1196, SUP-2673 (September 8, 1983)). A public employer's deliberate refusal to abide by an unambiguous collectively bargained agreement constitutes a repudiation of that agreement in violation of the Law. Town of Falmouth, 20 MLC 1555, 1559, MUP-8114 (May 16, 1994), aff'd sub nom., Town of Falmouth v. Labor Relations Commission, 42 Mass. App. Ct. 1113 (1997). If the evidence is insufficient to find an agreement or if the parties hold differing good faith interpretations of the language at issue, the Commonwealth Employment Relations Board (CERB) will conclude that no repudiation has occurred. Commonwealth of Massachusetts, 18 MLC 1161, 1163, SUP-3439, SUP-3556 (October 16, 1991). If the language is ambiguous, the CERB examines applicable bargaining history to determine whether the parties reached an agreement. Commonwealth of Massachusetts, 16 MLC 1143, 1159, SUP-3127 (August 8, 1989). There is no repudiation of an agreement if the language of the agreement is ambiguous, and there is no evidence of bargaining history to resolve the ambiguity. Commonwealth of Massachusetts, 28 MLC 8, 11, SUP-4345 (June 29, 2001) (citing Town of Belchertown, 27 MLC 73, MUP-2397 (January 3, 2000)).

Existence of a Collective Bargaining Agreement

As a threshold matter, I must determine whether a collective bargaining agreement containing the language of Article Six was in place in 2022 when the City allegedly

1 repudiated the provision. The City in its post-hearing brief argues that the alleged
2 unlawful conduct occurred during a closed period in which the parties' collective
3 bargaining agreement had expired, and thus, the City could not have repudiated Article
4 Six. However, although the contract's expiration date was listed as June 30, 2021, the
5 City admitted in its answer to Paragraph #4 of the Complaint that the City and the Union
6 were parties to a collective bargaining agreement that was effective at all relevant times.
7 Further, at the commencement of the hearing, the City and the Union agreed to Stipulation
8 #4, which incorporated the same language as Paragraph #4 of the Complaint. The City,
9 through its admission and stipulation, has manifested an assent that the collective
10 bargaining agreement, including Article Six, continued to be in effect at the time of
11 unlawful conduct. See Suffolk County Sheriff's Dept., 30 MLC 1, 6, MUP-2630 (August
12 19, 2003). The CERB has long recognized that a meeting of the minds can occur without
13 anything having been reduced to writing or having been signed by either party. Chief
14 Justice for Administration and Management of the Trial Court, 35 MLC 171, 173, SUP-04-
15 5150 (January 30, 2009) (an oral agreement between a public employer and a union is
16 effective and enforceable under the Law if the agreement is otherwise valid) (citing
17 Service Employees International Union, Local 509 v. Labor Relations Commission, 410
18 Mass. 141, 145 (1991)).

19 Count I

20 Article Six, Step 2 states that within ten calendar days after the presentation of a
21 grievance to the Mayor or his designate, the grievance committee shall meet with the
22 Mayor or his designate to discuss and attempt to adjust the grievance. Reading the
23 language of Article Six, Step 2 carefully, giving the words their plain and normal meaning,

1 I conclude that the City has repudiated that provision. Here, it is undisputed that the City
2 did not respond to the Union after the Union submitted the light duty and return-to-work
3 grievances at Step 2 on May 31, 2022, and that the Mayor or her designate never met
4 with the Union to discuss those grievances at Step 2. Also, despite the language in Article
5 Six that allowed the parties to extend the provision's time limits by mutual assent, the
6 record contains no evidence showing that the City reached out to the Union to extend the
7 time limits for meeting at Step 2.

8 Accordingly, the City has violated Section 10(a)(5), and, derivatively Section
9 10(a)(1) of the Law by repudiating Article Six of the parties' collective bargaining
10 agreement when it failed to hold Step 2 grievance hearings for the return-to-work and
11 light duty grievances.

12 Count II

13 Timeliness

14 First, I must determine whether the Union timely filed Count II of its prohibited
15 practice charge, which alleged that the City repudiated Article Six by altering the format
16 of the Step 2 hearing that was held on the Halloran grievance. The Union argues that the
17 City failed to abide by Article Six, Step 2's requirement that the parties discuss and
18 attempt to adjust the grievance. Specifically, the Union argues that both parties previously
19 satisfied that provision by making statements in support of their positions during Step 2
20 hearings. However, at the Step 2 hearing on the Halloran grievance, the Mayor's
21 designate Osborne closed the record immediately after Buckley made a statement in
22 support of the Union's grievance. Neither Chief Freedman nor any other City

1 representative made a statement in support of the City's position. On July 15, 2022, the
2 Union filed the present prohibited practice charge.

3 Section 15.04 of the DLR's regulations, 456 CMR 15.04, provides that: "Except for
4 good cause shown, no charge shall be entertained by the Department based upon any
5 prohibited practice charge occurring more than six months prior to the filing of the charge
6 with the Department." The period is measured from the date when the charging party
7 "knew or should have known" of the event(s) that are the basis of the charge. Felton v.
8 Labor Relations Commission, 33 Mass. App. Ct. 926 (1982). A challenge to the timely
9 filing of a charge is an affirmative defense. City of Boston, 20 MLC 177, 181, MUP-1431
10 (March 23, 2000); Town of Wayland, 5 MLC 1738, 1741, MUP-2281 (March 28, 1978).
11 The City contends that the Union did not timely file the allegations pertaining to Count II
12 because it was in 2021 that the City ceased having a representative, either Chief
13 Freedman or someone else, make statements at Step 2 hearings in support of the City's
14 position. However, the Union did not file a prohibited practice charge until July 15, 2022.
15 Although the hearing record does not contain the exact dates in 2021 when the City held
16 Step 2 hearings on the Union's grievances, Buckley described how there were a lot of
17 Step 2 hearings in 2021 where Osborne closed the record without receiving a statement
18 from the City in support of its position. Thus, assuming the City's change in the Step 2
19 format constitutes a repudiation of Article Six, the repudiation began in 2021, and the
20 Union did not file the present prohibited practice charge, at minimum, until more than
21 seven and one-half months later. Accordingly, I dismiss Count II of the Complaint as
22 untimely filed.

23 REMEDY

1 Section 11 of the Law grants the CERB broad authority to fashion appropriate
2 orders to remedy unlawful conduct. Labor Relations Commission v. City of Everett, 7
3 Mass. App. Ct. 8326 (1979). I have concluded with respect to Count I of the Complaint
4 that the City violated Section 10(a)(5) when it repudiated Article Six by failing to meet with
5 the Union at Step 2 to discuss and attempt to adjust the light duty and return-to-work
6 grievances. The traditional remedy for cases involving a repudiation involves an order
7 directing the employer to immediately abide by the agreement. Suffolk County Sheriff's
8 Dept., 30 MLC at 8. However, because the record here shows that the City and the Union
9 subsequently settled the light duty and return-to-work grievances, there is no need to
10 require the City to meet with the Union and discuss and attempt to adjust those grievances
11 at Step 2. I will, however, order a posting for the violation of the Law.

12 CONCLUSION

13 Based on the record and for the reasons stated above, I conclude that the City
14 violated the Law as alleged in Count I of the Complaint, but I dismiss the allegation in
15 Count II of the Complaint as untimely filed.

16 Order

17 WHEREFORE, based upon the foregoing, it is hereby ordered that the City shall:
18

19 1. Cease and desist from:
20

- 21 a) Failing to bargain in good faith by repudiating Article Six of the collective
22 bargaining agreement between the City and the Union.
23
24 b) In any like or related manner interfering with, restraining or coercing
25 employees in the exercise of their rights guaranteed under the Law.
26

27 2. Take the following affirmative action:
28

- 29 a) Post immediately in all conspicuous places where members of the Union's
30 bargaining unit usually congregate, or where notices are usually posted,

1 including electronically, if the City customarily communicates with these
2 bargaining unit members via intranet or email and display for a period of
3 thirty (30) days hereafter signed copies of the attached Notice to Employees.
4

- 5 b) Notify the DLR in writing of the steps taken to comply with this decision within
6 (10) days of receipt of this decision.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



MARGARET M. SULLIVAN
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 be final and binding on the parties.

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 (DLR) has held in Case No. MUP-22-9436 that the City of Medford (City) violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by repudiating Article Six of the collective bargaining agreement between the City and the Medford Firefighters Union, IAFF, Local 1032 (the Union) when it failed to hold Step 2 hearings on grievances that the Union had filed on January 23, 2022 and May 20, 2022.

Section 2 of M.G.L. Chapter 150E 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.

WE WILL NOT fail to bargain in good faith by repudiating Article Six of the collective bargaining agreement between the City and the Union.

WE WILL NOT in any like or similar manner interfere with, restrain, or coerce employees in the exercise of their rights protected under the Law.

City of Medford

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).

