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

In the Matter of: CITY OF BOSTON and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888	Case No. MUP-23-9938 Date issued: October 19, 2026

CERB Members Participating:

Lan T. Kantany, Chair
Kelly B. Strong, CERB Member
Victoria B. Caldwell, CERB Member

Appearances:

John Magner, Esq. - Representing SEIU, Local 888

Robert Boyle, Jr., Esq. - Representing the City of Boston

CERB DECISION ON APPEAL OF HEARING OFFICER'S DECISION

SUMMARY

The City of Boston (City) has appealed a Department of Labor Relations (DLR) Hearing Officer's decision issued on December 18, 2025, which held that the City violated Sections 10(a)(5) and (1) of Massachusetts General Laws, Chapter 150E (the Law) when it increased the number of weeks in a calendar year that have restrictions for vacation time off, without bargaining to impasse or resolution with the Service Employees International Union, Local 888 (Union) over the impacts of the decision. On appeal, the City renews the arguments it made before the Hearing Officer and asserts that the Union

waived its right to bargain by inaction when it failed to make any impact bargaining proposals. In addition, the City contends that it had bargained the impacts of its decision with the Union and had reached impasse, entitling it to implement the additional restrictions on the use of vacation time.

Upon review of the entire hearing record, the post-hearing briefs, and the City's written submission on appeal, the Commonwealth Employment Relations Board (CERB) reverses the Hearing Officer's conclusion that the City violated the Law. While we do not find that the parties were at an impasse, the CERB holds that the Union waived by inaction its right to bargain to impasse or resolution about the impacts of the decision to restrict the use of vacation time for certain weeks by not making any impact bargaining proposals or counterproposals, and by not requesting further bargaining.

STATEMENT OF THE CASE

On March 20, 2023, the Union filed a charge with the DLR alleging that the City had engaged in prohibited practices within the meaning of Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by, among other things, unilaterally changing the vacation policy. On June 23, 2023, a DLR Investigator investigated the charge. On January 12, 2024, the Investigator issued a two-count Complaint of Prohibited Practice (Complaint) alleging that the City violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by, among other things, increasing the number of weeks that bargaining unit members were restricted from using vacation time and limiting shift swaps. The Investigator included a footnote in the Complaint that stated that she did not consider whether the City was obligated to bargain over the decision as the Union had only alleged that the City had an impact bargaining obligation and did not raise decisional bargaining

in its arguments. Accordingly, the Complaint alleges that the City violated the Law when it failed to bargain to resolution or impasse over only the impacts of its decision to increase the number of restricted vacation weeks per year, but not the decision itself, on bargaining unit employees' terms and conditions of employment. On January 22, 2024, the City filed its Answer to the Complaint.

On March 5, 2025, the Hearing Officer conducted a hearing during which both parties had the opportunity to present witness testimony and documentary evidence.[1] On May 2, 2024, the parties filed post-hearing briefs. The Union did not dispute that the parties met, and that the City heard the Union's concerns regarding the vacation restrictions but contended that the City was not really bargaining and had presented it with a *fait accompli*. The Union also argued that it did not waive its right by contract to bargain over the changes to the vacation policy. The City asserted that the Union waived its right by contract to bargain over the City's decision to restrict certain vacation weeks. In addition, the City argued that the Union waived its right to bargain the impacts of the City's decision by inaction when the Union failed to present any impact bargaining proposals or counterproposals. In the alternative, the City asserted that it did not violate the Law because it bargained with the Union to impasse because the parties had met, and the Union had presented no impact bargaining proposals or counterproposals and had not requested further bargaining after February 7, 2023.

[1] At the beginning of the hearing, the Union withdrew the second count of the Complaint which alleged that the City violated the Law when it repudiated the parties' collective bargaining agreement (CBA) by denying bargaining unit employees' requests for leave for cancer screening appointments.

On December 18, 2025, the Hearing Officer issued her decision finding that the City violated the Law by increasing the number of restricted vacation weeks without bargaining with the Union to impasse or resolution over the impacts of that decision on bargaining unit employees' terms and conditions of employment.[2] The Hearing Officer concluded that the City did not violate the Law by reducing the number of shift swaps permitted per month as alleged in the Complaint. The City filed a timely request for review to the CERB, reiterating the arguments it had made to the Hearing Officer. The Union did not file a response to the City's request for review or appeal any portion of the Hearing Officer's decision. Thus, our decision is limited to reviewing the Hearing Officer's determination that the City's restriction on vacation weeks violated the Law.

BACKGROUND[3]

The Union is the exclusive bargaining representative for a citywide bargaining unit that includes emergency communication workers within the City's Police Department (Department), such as dispatchers and call takers. The City and the Union are parties to a CBA that was in effect at all relevant times. Under the CBA, bargaining unit employees accrue vacation time. Article 15 of the CBA states with respect to vacation:

> Section 8. Vacation leave shall be taken at such times as, in the opinion of the City, will cause the least interference with the regular work of his/her department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority. Employees may carry over from one year to the next year up to ten (10) days of vacation time. All carryover days must be used by December 31st of the calendar year.

[2] The Hearing Officer's decision is published at 52 MLC 139 (2025).

[3] This background is based on the Hearing Officer's uncontested findings of fact, stipulated facts, the transcript, and the documents and exhibits in the record. We do not recite facts that are not pertinent to the issues in this appeal, such as those facts pertaining to shift swaps.

In advance of each calendar year, the Department releases a "vacation list" for that year. The "vacation list" is a list of available weeks that a certain number of unit members can request to take an entire week of paid time off.[4] When the Department releases the vacation list, the unit members sign up for the available weeks based on seniority. The Department keeps the vacation list on a superior police officer's desk. For most weeks in a calendar year, including the weeks of April school vacation, the 4th of July holiday, the Caribbean Festival, and the Labor Day holiday, the Department allowed two unit members per job description, per shift, to request vacation per week, which resulted in potentially 18 unit members out on vacation leave at a time each week. However, for a select few weeks in the calendar year, the Department further restricted the number of unit members that could take an entire week of vacation. For example, the Department "blacks out" the week of Christmas and does not allow two unit members per job description, per shift to request an entire week of vacation for that time period.

In January of 2023, the Department released the vacation list for calendar year 2023. At that time, the Department's Captain for the Operations Division Warren Hoppie (Hoppie) reduced the number of unit members who could take vacation from 18 unit members to 9 unit members for four additional weeks on the vacation list. Due to staffing shortages and historically high call volumes, Hoppie decided to reduce the number of unit members able to sign up for an entire week of vacation for the weeks of April school vacation, the 4th of July, the Caribbean Festival, and the Labor Day holiday.[5] Therefore,

[4] The "vacation list" does not include requests for unit members to take personal days or requests to take vacation time for individual days.

[5] The Caribbean Festival typically occurs in the middle to late August.

only one unit member per job description, per shift could sign up for an entire week off on the vacation list for those four weeks.

After the Department released the vacation list in January 2023, Michael Shackford (Shackford), Chapter Chairperson for Local 888, discovered that the Department had reduced the number of vacation requests allowed during certain weeks. By email dated January 18, 2023, Shackford wrote to John Wilton (Wilton), an attorney for the Boston Police Labor Relations Office, stating that the Union was requesting a meeting regarding the 2023 vacation list. Shackford informed Wilton that the unit members would not fill out the vacation list until the Department met with the Union about the changes it made to the list. By email dated January 20, 2023, Wilton responded to Shackford that the Department would hold off on the vacation list until the parties met. Wilton provided dates and times that the Department was available to meet with the Union. After further email exchanges that same day, the parties scheduled a meeting.

On or about January 23, 2023, the parties met to discuss the vacation list. Neal O'Brien (O'Brien), the Union Business Representative, Tom McKeever (McKeever), the Union President, and Shackford attended the meeting for the Union, and Hoppie, Deputy Superintendent Luis Cruz (Cruz), and Wilton attended for the Department. During the meeting, Hoppie explained that in previous years the Department had faced a staffing shortage and a high number of calls during these four additional weeks, and it had created a public safety issue. To reduce the risk to public safety, Hoppie decided to reduce the number of vacation requests for additional weeks where there had been a historically high call volume. Hoppie informed the Union that if the staffing levels increased in 2023, the

parties could look at bringing the number of vacation requests back up to two unit members during those time periods.

By letter dated January 24, 2023, O'Brien informed the "BPD Labor Relations Office" that the Department had departed from a long-standing precedent for vacation requests. O'Brien asserted that in the past, the Department approved two bargaining unit members for vacation for the weeks of April school vacation, the 4th of July, the Caribbean Festival, Thanksgiving, and Christmas.[6] O'Brien further stated that:

> Local 888 believes and understands [it] to be historical fact that any Department denial of [an] employee['s] earned time or [an] unreasonably ordering [of] employees to work additional shifts and exorbitant hours especially [with] the responsibility of child, elder care or ordinary quality of life is related to the Department[']s recurrent failure to properly staff the Department. It has been three years [that] the Boston Police Department has been listening to Local 888's relentless request to properly staff the operations unit but to no avail. BPD has experienced a high level of attrition and lost quality and well-trained employees due to the stress suffered from the Department[']s conspicuous failure to staff. The Department[']s abuse of its employees is a disgrace to the [C]ity and now represents the single most undesirable workplace city wide.
>
> This communication is a demand to cease and desist from departing from long standing established precedent and secondly demand to bargain changes that negatively impact bargaining unit members on the following items:
>
> - Limitation of Vacation
> - Swaps
> - Positions in the Human Resources Department
> - The directive of entering personal days through Schedule Express
>
> Please provide dates and times for the above requested items forthwith. Thank you for your attention to this matter.

[6] Although the Union asserted that the Department had this past practice for the weeks of Christmas and Thanksgiving, the Hearing Officer found that the Union did not demonstrate that prior to January 2023, at least 18 unit members could sign up for vacation for the weeks of Christmas and Thanksgiving.

By letter dated January 25, 2023, Cruz responded to O'Brien's January 24 letter stating in pertinent part:

> I am in receipt of your email dated January 24, 2023, demanding to bargain over the vacation week selection for specific vacation weeks in Operations. I am confused in light of the meeting we had just the day before your email.
>
> At the meeting, the Department reviewed the vacation language with you, SEIU President Tom McKeever, Michael Shackford and Irana Fernandez. Article 15 states that: Vacation leave shall be taken at such times as, in the opinion of the City, will cause the least interference with the regular work of his/her Department. Captain Hoppie explained the reason Operations felt it necessary to limit by 1 the number of employees allowed vacation weeks for Call Taker, 1 Dispatcher, and Support Unit Analyst for each shift for a total of 9 employees for 4 specific vacation weeks, down from 2 of each position for each shift. We discussed that limiting vacations during certain weeks might allow for the Department to be able to grant any single days of accrued leave during the mentioned particular weeks. Captain Hoppie had a study of the vacation weeks the Department was short staffed and explained why the Department found it was necessary to reduce the number of pre-allowed vacations. Tom McKeever asked if there was room for compromise and the Department responded that any proposal would be considered. The Department further responded that there were two proposals currently on the table for the parties to consider as compromise, one to open up vacation weeks as the Department became staffed up or sufficient staffing as the specific holiday weeks approached. The other was to consider adjusting the number for the Support Staff Analyst to bid on the week before the Christmas holiday. The union agreed to put any other proposal they had in writing as a response to the Department's proposal. The Department agreed in the meantime, it would consider the two compromise proposals. Does the union have any additional proposals to add? If so, please send them as agreed.

In addition, Cruz informed O'Brien that the Department was available to meet with the Union on the following dates: Monday, January 30, 2023, Tuesday, January 31, 2023, Thursday, February 2, 2023, and Tuesday, February 7, 2023. Finally, Cruz requested O'Brien put the Union's vacation bid proposals in writing.

The Union and the Department met on January 31, 2023. During the meeting, the Union requested that the Department "open up" the weeks the Caribbean Festival was

expected to be scheduled, August 19 to September 2, by allowing two unit members per job description, per shift to request time off.

After the parties met on January 31, Cruz reached out to O'Brien to follow up on several issues. By letter dated February 7, 2023, Cruz informed O'Brien that:

> First, the Union asked the Department to open up the vacation weeks of August 19th-August 25th and September 2nd to September 8th to allow 2 operations civilians from each shift to select the above vacation 11 weeks, for a total of 18 bargaining unit members; up from the contemplated 1 for each position for each shift, total of 9 bargaining unit members. Unfortunately, due to current staffing and operational needs, the Department is unable to agree to this request. However, by reducing the number of employees allowed to take vacation weeks during this period, the Department may be able to grant additional requests for individual days off, assuming Operations can verify it has sufficient staffing during a particular week.
>
> The staffing levels are affected by the use of sick time in Operations. According to payroll records, SEIU employees in Operations used an average of 70 hours of sick time in 2022. While the Department is not alleging sick leave abuse, this is a variable that is causing the staffing shortage in a unit of critical need on a daily basis and has an effect on the Department's operational needs. That said, the Department will continually evaluate staffing levels and open up additional bids for vacation weeks if operationally feasible. Any vacation weeks opened throughout the year will be awarded under the normal seniority basis.

This is the last communication in the hearing record between the parties pertaining to the vacation restrictions in 2023. There is no evidence in the record indicating whether or when the City directed unit members to sign up for vacation weeks on the vacation list with the restrictions on the four additional weeks, or whether and when the Union acquiesced in having the bargaining unit employees sign up using the vacation list issued in January 2023. There is also no evidence in the record that the City's decision to restrict the number of bargaining unit members' vacation time for any of the four weeks at issue was raised again by either party.

Pursuant to a side agreement, the parties met on March 2, 2023, April 11, 2023, June 14, 2023, September 20, 2023, November 8, 2023 for successor contract negotiations related to issues specific to the Department's Operations Division. However, the parties did not discuss the restrictions on the vacation list during these negotiations.

OPINION[7]

A public employer violates Sections 10(a)(5) and, derivatively, 10(a)(1) of the Law when it unilaterally changes an existing condition of employment or implements a new condition of employment involving a mandatory subject of bargaining without first giving its employees' exclusive bargaining representative notice and an opportunity to bargain to resolution or impasse. Commonwealth of Massachusetts v. Labor Relations Commission, 404 Mass. 124 (1989); School Committee of Newton v. Labor Relations Commission, 388 Mass. 557 (1983); Commonwealth of Massachusetts, 30 MLC 64, SUP-4784 (October 9, 2003). The employer's obligation to bargain before changing conditions of employment extends to working conditions established through past practice, as well as those specified in a collective bargaining agreement. Town of Wilmington, 9 MLC 1694, 1699, MUP-4688 (March 15, 1983). To establish a violation, a union must show that: (1) the employer changed an existing practice or instituted a new one; (2) the change had an impact on a mandatory subject of bargaining; and (3) the change was implemented without prior notice to the union and an opportunity to bargain to resolution or impasse. Commonwealth of Massachusetts, 30 MLC 63, 64, SUP-4784 (October 9, 2003); Town of Shrewsbury, 28 MLC 44, 45, MUP-1704 (June 29, 2001); Commonwealth of Massachusetts, 27 MLC 11, 13, SUP-4378 (August 24, 2000).

[7] The CERB's jurisdiction is not contested.

The Hearing Officer found that the Union established that there was a change in past practice with respect to the vacation list, and that the change had impacted vacation and leave time procedures which are mandatory subjects of bargaining. Therefore, the Hearing Officer determined that the City had an obligation to bargain over the impacts of its decision. On appeal, the City does not dispute these conclusions. However, the City asserts that the Hearing Officer erred when she rejected its two arguments; that the parties had reached an impasse and that the Union had waived its right to bargain by inaction. We examine each of these arguments below.

The City asserts that it did not violate the Law because the parties engaged in bargaining and had reached impasse, which then entitled it to implement the change to the vacation list. To determine whether parties have reached impasse, the CERB assesses the likelihood of further movement by either side and whether they have exhausted all possibility of compromise. Ashburnham-Westminster Regional School District, 29 MLC 191, 195, MUP-01-3144 (April 9, 2003). In determining whether the parties are at an impasse in bargaining, the CERB examines the totality of the circumstances surrounding the negotiations. Commonwealth of Massachusetts, 8 MLC 1499, 1513, SUP-2508 (November 10, 1981). We consider the following factors: bargaining history, the good faith of the parties, the length of negotiations, the importance of the issues to which there is disagreement, and the contemporaneous understanding of the parties concerning the state of the negotiations. School Committee of Newton, 388 Mass. at 574. If one party to the negotiations indicates a desire to continue bargaining, it demonstrates that the parties have not exhausted the possibility of compromise.

Commonwealth of Massachusetts, 25 MLC 201, 205, SUP-4075 (June 4, 1999). The issue of impasse is a question of fact. School Committee of Newton, 388 Mass at 575.

Based on the facts before us, we do not find that the parties were at an impasse. The parties met twice, on January 23, 2023 and January 31, 2023. The City's January 25, 2023 letter referenced two "compromise proposals" discussed at the January 23, 2023 meeting. One was to open up the vacation weeks as the Department became staffed up or as the specific holiday weeks approached. The other was to consider adjusting the number for the Support Staff Analyst to bid on the week before the Christmas holiday. The Department's February 7 letter addressed the first proposal and stated that the Department would continually evaluate staffing levels and open up additional bids for vacation weeks if operationally feasible, which would then be awarded on the basis of seniority. Other than the January 25, 2023 letter, there is no other information about the parties' discussion regarding the second compromise proposal. At the January 31, 2023 meeting, Union also proposed opening up the restricted weeks in August during the Caribbean Festival. The City rejected this proposal in its February 7 letter, and there is no evidence that there were any outstanding proposals after that. After exhausting attempts to change the City's position on its decision, the Union could have made impact bargaining proposals, as the Hearing Officer suggested. The City's February 7 letter did not indicate that the City believed the parties had reached an "end point" or that the City had made its final proposal. Contrast City of Boston, 28 MLC 175, 185, MUP-1087 (November 21, 2001) (finding that the parties were at an impasse when the employer stated it believed they were at an "end point" after meeting over eight times on the employer's proposal, and the union made no new proposals after the employer made its

position clear). In addition, the Union did not express that further bargaining would be futile. See Town of Billerica, 44 MLC 106, 108, MUP-14-4234 (December 26, 2017). As such, we disagree that the parties were deadlocked and at impasse.

However, we agree with the City that the Union waived its right to bargain over the impacts of the City's decision to restrict additional weeks of vacation because the Union failed to make any impact bargaining proposals or request to bargain further after the City responded to the outstanding decisional bargaining proposals on February 7, 2023.

To establish the affirmative defense of waiver by inaction, the City bears the burden of showing that the Union had actual knowledge of the change, a reasonable opportunity to negotiate over the change, and that there was an unreasonable or unexplained failure on the part of the Union to bargain or request bargaining. School Committee of Newton, 388 Mass. at 570 (citing Boston School Committee, 4 MLC 1912,1915, MUP-2611 (April 27,1978)). See also City of Haverhill, 42 MLC 273, 276, MUP-13-3066 (May 24, 2016); City of New Bedford, 38 MLC 239, 250, MUP-09-5581, MUP-09-5599 (April 3, 2012) (citing City of Boston, 31 MLC 25, 33, MUP-1758 (August 2, 2004)). The information conveyed to the employee organization must be sufficiently clear for the employee organization to make a judgment as to an appropriate response. Town of Hudson, 25 MLC 143,148, MUP-1714 (April 1, 1999); Boston School Committee, 4 MLC at 1915. As with waivers by contract, such a waiver will not be lightly inferred. City of Haverhill, 42 MLC at 276 (citing Town of Natick, 2 MLC 1086, 1092, MUP-2098, MUP-2102 (August 26, 1975)).

There is no dispute that the Union knew of the change in January of 2023, requested on January 18, 2023 to meet regarding the vacation list, and submitted a

written demand to bargain on January 24, 2023. The undisputed evidence in the record also demonstrates that the City informed the Union on January 20, 2023, that it would hold off on the vacation list until the parties could meet, thereby giving them a reasonable opportunity to negotiate over the change.

There is also no dispute that the parties met to bargain over the vacation list issue on January 23, 2023 and January 31, 2023. In its January 25, 2023 letter, the City made it clear that its position was that it had the managerial right under Article 15, Section 8 of the CBA to implement these changes. Thus, the Union was on notice that its opportunity to bargain may be with respect to impacts only if the DLR adjudicated this issue and agreed with the City. Notwithstanding the notice it had that it may be entitled to bargain over impacts only and the position it has taken at the DLR limiting the issue to impact bargaining only[8], the Union did not make any proposals or counterproposals about the impacts of the City's decision. The Union only made proposals seeking to change the City's decision to restrict the vacation weeks. By itself, the Union's failure to make any impact bargaining proposals, and initially only addressing the decision itself, does not constitute waiver by inaction. However, after the Department's February 7 letter, the Union made no further decisional or impact bargaining proposals, and did not request any additional bargaining sessions either, even though the first vacation week at issue was in April and the parties could have bargained for several more weeks. Similarly, in Town of

[8] We note, as did the Hearing Officer, that there were arguments made regarding whether the Union waived the right to bargain over the decision by the contract. The City argued to the Hearing Officer and to the CERB that the CBA granted it the managerial right to unilaterally decide to restrict certain vacation weeks, and the Union argued in its post-hearing brief that the CBA provisions did not grant the City that right. We do not address these arguments because the City's decisional bargaining obligation is not at issue here.

Billerica, the CERB held that the union had waived its right to bargain by inaction when the union had no outstanding proposals, was on notice regarding the approximate time when the employer would implement its plan and made no further requests to bargain in the 17 days between when the change was announced and when it would be implemented. 44 MLC at 109.

Further, with respect to the other restricted weeks of vacation, the City offered to discuss them as those weeks came closer and staffing levels fluctuated, but there is no evidence that the Union requested to meet over them. Finally, the parties met on March 2, 2023, April 11, 2023, June 14, 2023, September 20, 2023, November 8, 2023 for successor contract negotiations. During these meetings, the Union could have but did not raise the vacation list restrictions. This supports a finding that it waived by inaction its right to bargain to impasse or resolution over the impacts of the City's decision restrict the amount of unit members who could take vacation during certain weeks.

In its post-hearing brief, the Union argued that it had no real opportunity to bargain because the City had already made its decision, which, if established, would preclude the City from prevailing on its defense of waiver by inaction. See generally, Town of Hudson, 25 MLC 143, 148, MUP-1714 (April 1, 1999) (a *fait accompli* exists where "under all the attendant circumstances, it can be said that the employer's conduct has progressed to a point where a demand to bargain would be fruitless") (citations omitted); Town of Dennis, 12 MLC 1027, 1032, MUP-5247 (June 21, 1985) (union presented with a *fait accompli* was not required make a bargaining demand to preserve its right to an adjudication for unlawful conduct or remedial relief). However, the City's obligation to bargain over the decision to restrict certain vacation weeks is not at issue here and the record does not

establish that the City was unwilling to bargain over the impacts of its decision because the Union did not make any impact bargaining proposals to test the City's willingness to compromise. Town of Billerica, 44 MLC at 109 (rejecting the union's argument that the employer had engaged in surface bargaining because the union had not made any proposals to test the employer's willingness to reach a mutually satisfactory agreement). Further, the evidence in the record demonstrates that the City sought proposals from the Union, listened to the Union's proposals, and expressed a willingness to reconsider the vacation restrictions if staffing levels changed. Therefore, we do not find that the City presented the Union with a *fait accompli*.

CONCLUSION

For the foregoing reasons, we find that the City provided the Union the requisite notice and opportunity to bargain over the impacts of its decision to restrict the number of bargaining unit employees permitted to take vacation time during certain weeks, and that the Union waived its right to bargain over the impacts of the City's decision by its inaction. We therefore conclude that the City did not violate Section 10(a)(5), and derivatively, Section 10(a)(1) of the Law. As such, we dismiss the Complaint, and in doing so, overturn the Hearing Officer's decision and order.

SO ORDERED.

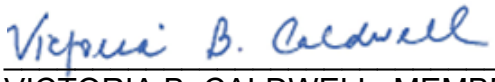
COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



LAN T. KANTANY, CHAIR



KELLY B. STRONG, MEMBER



VICTORIA B. CALDWELL, MEMBER

APPEAL RIGHTS

Pursuant to M.G.L. c. 150E, Section 11, decisions of the Commonwealth Employment Relations Board are appealable to the Appeals Court of the Commonwealth of Massachusetts. To obtain such an appeal, the appealing party must file a notice of appeal with the Commonwealth Employment Relations Board within thirty (30) days of receipt of this decision. No Notice of Appeal need be filed with the Appeals Court.