

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of
CITY OF WESTFIELD
and
MICHAEL HAWTHORNE

Case No.: MUP-24-10843

Date issued: May 13, 2026

Hearing Officer:

Kendrah Davis, Esq.

Appearances:

Hailey S. Ferguson, Esq. - Representing Michael Hawthorne

Erik Valdes, Esq. - Representing the City of Westfield

HEARING OFFICER DECISION

SUMMARY

1 The issue in this case is whether the City of Westfield (City or Employer) interfered
2 with, restrained, or coerced its employees in the exercise of their rights protected under
3 Section 2 of Massachusetts General Laws, Chapter 150E (the Law), in violation of Section
4 10(a)(1) of the Law, when the Chief of the City's Fire Department made a statement on
5 or about March 27, 2024, to representatives of the Westfield Firefighters, International
6 Association of Fire Fighters, Local 1111 (Union or Association), concerning a bargaining
7 unit member's future promotional opportunities if he pursued a grievance that he had
8 previously filed with the Union. For the reasons explained below, I find that the City
9 violated the Law in the manner alleged.

- 1 1. The City is a public employer within the meaning of Section 1 of the Law.
- 2
- 3 2. The Westfield Firefighters, International Association of Fire Fighters, Local 1111
- 4 (Union) is an employee organization within the meaning of Section 1 of the Law.
- 5
- 6 3. The Union is the exclusive bargaining representative for a bargaining unit of fire
- 7 fighters including the rank of captain, employed by the City.
- 8
- 9 4. Hawthorne is employed as a captain with the City's Fire Department.
- 10
- 11 5. In early 2024, Hawthorne became aware that a deputy chief was considering
- 12 retirement and anticipated an upcoming deputy chief vacancy and promotional
- 13 opportunity. Hawthorne commenced studying for an anticipated deputy chief civil
- 14 service exam.
- 15
- 16 6. On or about March 9, 2024, the City issued a two-shift suspension to Hawthorne.
- 17
- 18 7. On or about March 15, 2024, Hawthorne grieved the discipline referenced in
- 19 paragraph 6 (Hawthorne Grievance).
- 20
- 21 8. Between March 15 and March 27, 2024, Fire Chief Patrick Egloff (Egloff) heard the
- 22 first step of the Hawthorne Grievance and denied it.
- 23
- 24 9. The City's Fire Commission hears grievances at the second step of the grievance
- 25 process, and performs the selection process for bargaining unit members seeking
- 26 a promotion.
- 27
- 28 10. On or before March 27, 2024, Chief Egloff was aware: that Captain Hawthorne had
- 29 taken the previous Deputy Chief examination; and that Department captains
- 30 typically study for and take the next available Deputy Chief exam.
- 31
- 32 11. On or before March 27, 2024, the Union President Clark Robinson (Robinson) and
- 33 Vice President Mike Feyre (Feyre) requested and held an off-the-record
- 34 conversation with Egloff regarding the Hawthorne Grievance.
- 35
- 36 12. During the March 27, 2024 conversation described in paragraph 11, Egloff
- 37 informed Robinson and Feyre, "I hope [Hawthorne] understands that the [Fire]
- 38 Commission will know everything that transpired if he grieves that."⁶
- 39
- 40 13. Hawthorne was studying for the next [Deputy Chief] exam.
- 41
- 42 14. The Chief knew another exam was scheduled.
- 43
- 44 15. The March 27, 2024, meeting was requested by Robinson and Feyre.

⁶ Brackets in original.

1 16. The investigation into the March 9, 2024, incident was carried out by EMS Deputy
2 Chief Seth Ellis [(Ellis)].
3

4 17. At the Fire Department, Deputy Chiefs can only recommend suspensions.
5 Discipline in the form of suspensions can only be ordered by the Chief.

6 18. Deputy Chief Ellis recommended a five-shift suspension.

7 19. Chief Egloff reduced the suspension to a two-shift suspension.
8

9 JOINT STIPULATED EXHIBITS

10 **The CBA and the MOA**

11 The parties entered a collective bargaining agreement (CBA) that was effective
12 from July 1, 2016 through June 30, 2019. The parties entered a memorandum of
13 agreement (MOA) which extended and amended parts of the CBA, and was effective from
14 July 1, 2022 through June 30, 2025. The MOA did not amend Article IX, Section 4 of the
15 CBA which pertained to "Union Business and Grievance Procedures," and stated, in
16 relevant part:

17 A Grievance for purposes of this agreement is a written dispute, claim or
18 complaint involving a question of interpretation or application of this
19 agreement as it applies to wages, hours, standards of productivity and
20 performance, or other terms and conditions of employment and may be filed
21 by either the Association or an employee in the bargaining unit and shall be
22 settled as hereinafter provided. Every effort shall be made to settle such
23 grievance at the earliest step and in the following manner:
24

- 25 1. Between the employee and the Chief of the Department within five
26 (5) days of the occurrence of the grievance or within five (5) days of
27 his knowledge of it.
28
- 29 2. If within five (5) days no settlement is reached, the grievance may be
30 submitted to the Board of Fire Commissioners.
31
- 32 3. If within fourteen (14) calendar days, or by the next regularly
33 scheduled Commission Meeting, whichever is later, no settlement is
34 reached, the grievance may be submitted to the Mayor or his
35 designee. The Mayor or his designee shall render a decision within
36 thirty (30) calendar days and such decision shall be final unless a

request for arbitration is made within ten (10) calendar days of receipt of written decision of the Mayor or his designee.

4. By mutual agreement in writing, two (2) or more grievances relating to the same or similar subjects may be consolidated at any step of the grievance procedure and thereafter processed as a single consolidated grievance.

5. Should the employer fail to respond within the prescribed time limits at any stage of the grievance procedure, without waiver by the union, the union in its sole discretion and option, shall have the right to move the grievance to the next step.

....

The MOA amended certain parts of Article III of the CBA, but did not amend Section 3 which pertained to Promotion and stated, in full:

All promotions within the Department shall be made as a result of competitive examination promptly ordered, given and granted by the Human Resources Division of the Commonwealth. Firefighters hired after August 6, 1997 must hold and maintain no less than EMT-B certification in order to be eligible for promotion to Captain.

The parties agree to establish a side committee for discussion of criteria for promotion (see Rules and Regulations committee).

The Grievance

Pursuant to the two-shift suspension that the City issued against Hawthorne on or about March 9, 2024, the Union filed a grievance at Step 1 on his behalf on or about March 15, 2024. By letter dated March 27, 2024, Chief Egloff denied the grievance, stating, in full:

1. [sic] Captain Hawthorne was suspended without pay for two shifts because he violated Article XIII, Section 5 [of the CBA], which states: All members shall report to the Deputy Chief or officer in charge (on this day it was Deputy Ellis) all substantial infractions of discipline, or violation of law, rules, regulations, or orders or improper procedures by their subordinates or other members. In this specific case, this was a Class A violation for such other actions which are detrimental and shall be cause for suspension or discharge.

1 Captain Hawthorne was told by Niles LaValley that he had Removed [sic]
2 controlled substances (2 vials of 100 MCG of Fentanyl each) from Westfield
3 Fire Department property and DID NOT report this to Deputy Ellis as
4 Captain Hawthorne was required to do. [Emphasis in original.] He only told
5 Deputy Ellis three and a half hours later when he was interviewed and asked
6 during the investigation that Deputy Ellis was tasked to do on this matter,
7 which started at approximately 8:00 am [sic] on March 9.
8

9 This was an extremely serious lapse in judgment from an officer of this Fire
10 Department. The original five-shift suspension that was recommended by
11 Deputy Ellis was reduced by myself [sic] to two shifts and that two-shift
12 suspension was at a minimum unquestionably warranted. To say that a
13 documented verbal warning is more appropriate for what Captain
14 Hawthorne failed to do is ludicrous. Captain Hawthorne is an officer of this
15 Fire Department and needs to start acting like one and it is my hope that he
16 will learn from this failure to do his duty.
17

18 At some point on or before March 27, 2024, Robinson and Feyre requested to
19 meet with Chief Egloff to discuss the grievance. On March 27, 2024, Egloff spoke with
20 Robinson and Feyre, and informed them that he “hope[s] [Hawthorne] understands that
21 the [Fire] Commission will know everything that transpired if he grieves that.” On or about
22 April 2, 2024, the Union advanced the grievance to Step 2. On or about May 13, 2024,
23 the Fire Commission heard the grievance and, on or around that same date, denied it at
24 Step 2.⁷

25 DECISION

26
27 Section 2 of the Law guarantees employees the right “to engage in lawful,
28 concerted activities for the purpose of collective bargaining or other mutual aid or
29 protection, free from interference, restraint, or coercion.” A public employer violates
30 Section 10(a)(1) of the Law when it engages in conduct that may reasonably be said to
31 interfere with, restrain, or coerce employees in the exercise of their rights guaranteed

⁷ On or around May 16, 2024, the Union advanced the grievance to Step 3, which the City later allowed.

1 under Section 2 of the Law. Bristol County Sheriff's Department, 31 MLC 6, 15, MUP-
2 2872 (July 15, 2004) (citing Quincy School Committee, 27 MLC 83, 91, MUP-1986
3 (February 29, 2000)). In determining whether a violation has occurred, the CERB focuses
4 on the objective impact that the employer's conduct would have on a reasonable
5 employee. Bristol County Sheriff's Department, 31 MLC at 15 (citing Town of Winchester,
6 19 MLC 1591, 1596, MUP-7514 (December 22, 1992)).

7 The subjective impact of the employer's conduct is not determinative, City of
8 Fitchburg, 22 MLC 1286, 1292, MUP-9843 (November 28, 1995), and the CERB does
9 not consider whether such conduct had an actual coercive effect on the intended
10 employee(s). Massachusetts Board of Regents of Higher Education, 13 MLC 1697, 1702,
11 SUP-2863 and SUP-2865 (May 22, 1987). Nor does the CERB analyze the motivation
12 behind the conduct, Town of Chelmsford, 8 MLC 1913, 1916, MUP-4620 (March 12,
13 1982), aff'd sub nom., Town of Chelmsford v. Labor Relations Commission, 15 Mass.
14 App. Ct. 1107 (1983), or whether the coercion succeeded or failed. Groton-Dunstable
15 Regional School Committee, 15 MLC 1551, 1555-56, MUP-6478 (March 20, 1989).
16 Instead, the test is whether the employer's statement would chill a reasonable employee's
17 right to engage in concerted activity protected by Section 2 of the Law. Commonwealth
18 of Massachusetts, 28 MLC 250, 253, SUP-4668 (January 30, 2002).

19 As stated above, the parties stipulated that Chief Egloff told Robinson and Feyre
20 that: "I hope [Hawthorne] understands that the [Fire] Commission will know everything
21 that transpired if he grieves that." However, they dispute whether this statement would
22 chill a reasonable employee's right to engage in concerted, protected activity (e.g., filing
23 a grievance) under Section 2 of the Law, in violation of Section 10(a)(1) of the Law.

1 The Charging Party argues that Chief Egloff's statement to Robinson and Feyre
2 on March 27, 2024, interfered with, restrained, and coerced bargaining unit members in
3 the exercise of their rights under Section 2 of the Law because while it "may not have
4 been explicitly threatening or demeaning in nature," his statement had a disparaging
5 effect due to its "effective restraint" on their right to engage in concerted, protected activity.
6 Specifically, the Charging Party contends that Chief Egloff was aware that Department
7 Captains typically study for and take the next available Deputy Chief examination, that
8 Hawthorne had taken the previous Deputy Chief examination, and that another upcoming
9 Deputy Chief examination had been scheduled. Also, it contends that the Chief was
10 aware of Hawthorne's grievance because he denied it at Step 1, and was aware that the
11 Fire Commission would hear the grievance at Step 2. Based on this awareness, the
12 Charging Party asserts that because the Fire Commission makes promotional selections
13 pursuant to the Civil Service Law G.L. c. 31,⁸ and because Hawthorne was seeking a
14 promotion to the Deputy Chief position, the objective impact of the Chief's statement had
15 a discouraging effect on reasonable employees in the exercise of their rights. Specifically,
16 Hawthorne contends that the statement is tantamount to a "warning" against pursuing a
17 grievance or risk promotional bypass. Similarly, he contends that the statement
18 discouraged other members from challenging their discipline through the grievance
19 process and from advancing their grievances to the next contractual step—which "would

⁸ The parties neither stipulated to this fact nor asked the DLR to take administrative notice of the civil service statute or its procedures. However, Article III, Section 3 of the parties' CBA expressly referenced the Human Resources Division (HRD) of the Commonwealth as it pertained to officiating competitive examinations for promotion. Therefore, I take administrative notice that the HRD administers the Commonwealth's civil service examination system for state agencies and many local governments, including the City.

1 cause any reasonable employee to think twice” about how filing a grievance could impact
2 “their career prospects, or their standing with the Chief.”

3 Conversely, the City argues that the Chief’s statement cannot be considered as
4 interference, restraint, or coercion of any employee in the exercise of their rights under
5 the Law because the Chief was not angry when he made the statement and did not
6 communicate the statement with an angry tone. Additionally, it argues that his statement
7 neither criticized, ridiculed, nor disparaged Hawthorne in the exercise of his rights.
8 Instead, the City contends that a reasonable employee would understand that the Chief’s
9 statement was “advisory,” and simply provided “high value” information about proceeding
10 with a grievance that would be heard by the same people who would also make hiring
11 decisions. Moreover, to the extent that Hawthorne was either “unaware” or “had not
12 completely considered the mechanics of the hiring process,” the City asserts that the
13 Chief’s statement would provide “valuable insight,” i.e., that Hawthorne’s “grievance
14 would soon come with an inevitable disclosure of his own shortcomings to the very people
15 who would soon be deciding on his professional development.” Based on this evidence,
16 the City maintains that no reasonable employee would feel that their rights were chilled
17 by the Chief’s statement.

18 I am unpersuaded by the City’s arguments for the following reasons. First, while
19 the Chief may have been motivated to provide “high value” information and “valuable
20 insight” about the risks of pursuing a grievance that would be decided by the same people
21 (i.e., the Fire Commission) who would also select candidates for promotion, the CERB
22 does not analyze the motivation behind the statement in determining whether a violation
23 occurred. Town of Chelmsford, 8 MLC at 1916.

1 Next, while I agree with the City that there is no evidence to support a finding that
2 the Chief communicated his statement with anger, criticism, or ridicule, I disagree that the
3 statement did not have a disparaging effect that would tend to chill a reasonable
4 employee's right to engage in the protected activity of pursuing grievances. Rather, the
5 statement amounts to a disparaging remark that would reasonably chill employees from
6 exercising their protected rights because although the Chief directed it to Robinson and
7 Feyre, but not Hawthorne, the effect is the same in that it was foreseeable that the Union
8 would communicate the statement to Hawthorne, which it did. See, e.g., Commonwealth
9 of Massachusetts, 8 MLC 1672, 1675-1676, SUP-2411 (December 4, 1981) (citing Town
10 of Halifax, 1 MLC 1486, 1491, MUP-2059 (June 30, 1975) (other citations omitted)
11 (employer's utterance about filing the grievance, which it directed to union representative
12 but not grievant, interfered with, restrained, and coerced grievant in the exercise of her
13 right to file grievances in violation of Section 10(a)(1) of the Law)); compare Groton-
14 Dunstable Regional School Committee, 19 MLC 1194, 1197-1198, MUP-7995 (August
15 17, 1992) (superintendent's statements, which included "you are taking money out of the
16 budget for your grievances [which] could be spent for kids in the district," interfered with,
17 restrained, and coerced employees in violation of the Law).

18 Similarly, while the Chief communicated his statement without making direct
19 threats of adverse consequences, it had a disparaging effect that would reasonably chill
20 employees from exercising their protected rights to pursue grievances. See, generally,
21 Athol-Royalston Regional School District, 26 MLC 55, 56, MUP-1832 (November 2, 1999)
22 (principal's statements about negotiations and why certain unit members should not be
23 allowed to decide the outcome constituted disparaging remarks despite not directly

1 threatening unit members with adverse consequences); cf. Southern Worcester County
2 Regional Vocational School District v. Labor Relations Commission, 377 Mass. 897, 904-
3 905 (1979) (employer's threats of economic reprisals against tenure-track teachers who
4 distributed leaflets while not explicit, were reasonably construed as threatening and thus
5 a violation).

6 Finally, I am unpersuaded by the City's argument that the substance of the Chief's
7 statement was advisory. The record is void of evidence showing that the City's managerial
8 role includes advising bargaining unit members on whether to pursue grievances; and,
9 moreover, there is no dispute that the Union, not the Chief, is the exclusive bargaining
10 representative for these members. Further, beyond stating that the Chief hopes
11 Hawthorne "understands that the [Fire] Commission will know everything that transpired
12 if he grieves that," there is no evidence that the Chief provided additional advice about
13 advancing grievances past Step 1 of the parties' contractual grievance procedures. See,
14 generally, Kennametal, Inc., 358 NLRB 921, 927 (2012) (supervisor's characterization of
15 grievance activity as a "dark cloud" was enough to chill employees in the exercise of their
16 rights); cf. Olney IGA Foodliner, 286 NLRB 741, 748 (1987) (intention to provide "friendly
17 advice" manifested as interrogation, threats, and the impression of surveillance amounted
18 to chilling conduct).

19 Based on the totality of this evidence, I find that the objective impact of the Chief's
20 statement would chill a reasonable employee's right to engage in concerted activity,
21 protected by Section 2 of the Law. Bristol County Sheriff's Department, 31 MLC at 15;
22 Commonwealth of Massachusetts, 28 MLC at 253.

CONCLUSION

Based on the stipulated record and for the reasons explained above, I conclude that the City violated Section 10(a)(1) of the Law when Chief Egloff interfered, restrained, and coerced bargaining unit employees in the exercise of their rights under Section 2 of the Law by stating to Robinson and Feyre that, "I hope [Hawthorne] understands that the [Fire] Commission will know everything that transpired if he grieves that."

ORDER

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

1. Cease and desist from:
 - a. Making statements that would tend to interfere with, restrain, or coerce employees in the exercise of their rights guaranteed under the Law.
 - b. In any like or similar manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed under Law.
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 the City usually posts notices, 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.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



KENDRAH DAVIS, ESQ.
HEARING OFFICER

APPEAL RIGHTS

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

The City of Westfield (City) has violated Section 10(a)(1) of Massachusetts General Laws, Chapter 150E the Law when it made a statement that interfered, restrained, and coerced bargaining unit employees in the exercise of their rights under Section 2 of the Law.

The Law gives public employees the right to form, join or assist a union; to participate in proceedings at the Department of Labor Relations; to act together with other employees for the purpose of collective bargaining or other mutual aid or protection; and, to choose not to engage in any of these protected activities.

Based on these rights, the City 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 guaranteed under the Law.

WE WILL refrain from interfering with, restraining or coercing employees in the exercise of their rights under Section 2 of the Law.

City of Westfield

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 Labor Relations, 2 Avenue de Lafayette, Boston, MA 02111-1750 (Telephone: 617-626-7132).