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

In the Matter of	*	
	*	Case No. MUPL-16-5167
BOSTON TEACHERS UNION,	*	
LOCAL 66, AFT/AFL-CIO	*	Date Issued: September 30, 2021
	*	
and	*	
	*	
ANN MARIE O'KEEFFE	*	
	*	

CERB Members Participating:

Marjorie F. Wittner, CERB Chair
Joan Ackerstein, CERB Member
Kelly Strong, CERB member

Appearances:

Joseph G. Donnellan, Esq. - Representing the Boston Teachers Union

Joseph L. Doherty, Jr., Esq. - Representing Ann Marie O'Keeffe

CERB RULING ON APPEAL OF DLR DECISION TO CANCEL COMPLIANCE HEARING

Summary

The Boston Teachers Union (BTU) has appealed from a Department of Labor Relations (DLR) ruling cancelling a compliance hearing that was scheduled to be held on April 29, 2021 in the above-referenced matter. For the reasons stated in the DLR's ruling and below, the Commonwealth Employment Relations Board (CERB) dismisses the appeal.

Background

The procedural background of this case is long. We recite only those portions relevant to our ruling.

On March 1, 2018, a DLR Hearing Officer issued a decision holding that the BTU had violated its duty of fair representation to the Charging Party Ann Marie O'Keeffe (O'Keeffe). The Hearing Officer found that the BTU had failed to make a timely demand for arbitration after the Boston Public Schools terminated O'Keeffe in September 2014 for failing to submit medical documentation in support of her request for an extended leave of absence until March 16, 2015.

In the course of addressing what remedy would place O'Keeffe in the same position that she would have been in had an arbitrator found in O'Keeffe's favor, the Hearing Officer found that O'Keeffe would not have been able to return to her workplace on March 16, 2015. The Hearing Officer thus ordered the BTU to make O'Keeffe whole for any wages and contractual benefits that she lost from the date of her termination, September 25, 2014, to March 16, 2015, the last day of her requested leave. The make-whole order included interest calculated at the rate specified in M.G.L. c. 231, §6I, compounded quarterly.

On March 9, 2018, O'Keeffe appealed this decision to the CERB.[1] The only issue she raised was the timeframe of the make-whole remedy. The CERB affirmed the Hearing Officer's decision and remedy on December 28, 2018. On January 7, 2019, the BTU filed a timely notice of judicial appeal within the thirty days specified in Section 11 of

[1] The BTU did not appeal the Hearing Officer's decision to the CERB.

M.G.L.c.150E (the Law) to "clarify the calculation of the interest owed on the remedy."[2] O'Keeffe also filed a notice of judicial appeal on February 27, 2019. On March 14, 2019, the BTU filed a motion to strike O'Keeffe's appeal on grounds that it was untimely. On March 28, 2019, the CERB granted the BTU's motion and dismissed O'Keeffe's appeal. O'Keeffe then filed a timely notice of appeal of that ruling and, on June 5, 2020, the Appeals Court issued an unpublished opinion affirming the CERB's decision striking the appeal as untimely. O'Keeffe v. CERB, Mass. Appeals Court, No. 2019-P-0873, slip. op. at 1 (June 5, 2020). After the Court issued a rescript on August 6, 2020, O'Keeffe filed a request for further appellate review (FAR) on October 15, 2020. On December 20, 2020, the SJC denied the request.

In the meantime, once the Hearing Officer's decision issued, and on multiple occasions thereafer, the BTU made settlement offers to O'Keeffe in an effort to satisfy its obligations under the DLR's, and then the CERB's, make-whole remedy. On March 9, 2018, BTU counsel wrote to O'Keeffe's then-counsel, stating that it was tendering an "unconditional" offer to pay her $61,327.02 "in full and final satisfaction of the amount due under the Hearing Officer's Order." On March 15, 2018, the BTU sent a revised offer letter that recalculated the amount owed as $63,443.36. In both letters, the BTU stated:

> At this time, the BTU is not looking for any offsets for earning or unemployment compensation that Ms. O'Keeffe may have had or should have had during this time frame . . .[3] If the above is not acceptable . . . the

[2] The BTU sought to determine whether its March 2018 offers to O'Keeffe, discussed infra, stopped interest from accruing on the award. It did not challenge the interest rate set forth in the CERB's Order.

[3] During the hearing, O'Keeffe testified on direct examination that she had collected unemployment benefits from November of 2015 to March of 2016 in the amount of $750.00 per week.

> BTU's position on offset is subject to change. . . Should Ms. O'Keeffe reject the above offer, the BTU reserves the right to correct and modify any miscalculations in the offer.

The record contains no response from O'Keeffe or her attorney to these letters. On January 7, 2019, the same day that the BTU filed a notice of judicial appeal of the CERB decision, the BTU filed a motion to "Clarify and/or Modify the Final Order of the CERB and For a Compliance Hearing." In this motion, the BTU requested that the CERB: 1) clarify that the remedy owed to O'Keeffe did not include interest accrued beyond the date that it tendered its "unconditional" offers; and 2) schedule a compliance hearing to help facilitate the computation of the amount owed under the Order.

On January 24, 2019, the CERB denied both requests. The CERB denied the motion for clarification on grounds that it could not "modify" or "clarify" an Order based upon information (i.e., the March 2018 offer letters) that was not before it when it first issued the Order. Noting that a compliance heairng pursuant to DLR Rule 16.08, 456 CMR 16.08 would be the appropriate forum in which to consider such evidence, the CERB denied the BTU's further request for a compliance hearing as premature. The CERB reasoned that:

> [A] compliance hearing is appropriate only after the DLR determines that there is a genuine dispute as to compliance. 456 CMR 16.08(5). Here, however, there is no dispute as to compliance because the Union has not stated or provided evidence demonstrating that, at any time since December 28, 2018 . . . the Union either has paid or has offered to pay O'Keeffe the monies it believes she is due under the CERB's Order and [that] O'Keeffe has either rejected the offer or otherwise disputed the tendered amount.
>
> Second, the Union has also filed a judicial appeal that appears to raise the same issues that it raises in this motion. To avoid inconsistent decisions and conserve scarce agency resources, however, it is the DLR 's practice to hold compliance hearings in abeyance pending resolution.

One week later, on January 31, 2019, the BTU withdrew its judicial appeal with prejudice. That same day, the BTU sent O'Keeffe another letter offering $70,698.84 as a "complete, unconditional, make-whole remedy pursuant to an order of the Department of Labor Relations and as confirmed by the [CERB]." The offer included one full year of interest at the 12% rate set forth in G.L.c. 231, §6B, rather than the M.G.L. c. 231, §6I rate contained in the DLR and CERB orders, which, according to a footnote in the letter, was 2.02% when the Hearing Officer issued her decision.[4] The BTU closed the letter by stating that, "if the above amount is agreeable to you, the BTU will process a check," but, if it did not hear from O'Keeffe "in short order," it would "be filing a motion to begin compliance proceedings before the DLR."

On February 7, 2019, the BTU filed another motion with the DLR for a compliance hearing. The motion included emails that O'Keeffe sent to the BTU in January 2019 challenging the BTU's calculations, interest rates and seeking recovery of her attorney's fees. The motion indicated that O'Keeffe had filed four separate lawsuits in Superior Court seeking damages against the BTU and its agents. The BTU contended that O'Keeffe's conduct was creating a genuine dispute as to compliance and that without the DLR's assistance, the BTU would be unable to meet its obligations under the Hearing Officer's Order. The BTU closed its motion with the following paragraph:

> It is unfair to the BTU to allow Ms. O'Keeffe to add to her award through the accrual of interest on it by refusing to accept the make-whole remedy as ordered by the DLR and as offered by the BTU. The receipt of the remedy offered to Ms. O'Keeffe by the BTU would place her in the same position

[4] The CERB has, with judicial approval, uniformly applied this floating rate to its monetary awards since the early 2000s. See Office and Professional Epmloyees Internationlal Union, Loca 6, AFL-CIO v. CERB, 96 Mass. App. Ct. 764, 772-774 (2019) (citing Ashburnham-Westminster Regional Sch. District, 29 MLC 191, 196, MUP-01-3144 (April 9, 2003)).

> she would have been in had she prevailed at arbitration. Based on Ms. O'Keeffe's repeated refusals to accept what which she has been ordered to receive, it is clear that a compliance hearing is necessary so that the remedy of the DLR can be enforced.

On February 20, 2019, the DLR denied the BTU's motion for compliance on grounds that its request was premature until the BTU provided O'Keeffe with a check in the "required" amount. The DLR indicated that once that occurred, if O'Keeffe believed that the amount did not comply with the CERB's order, O'Keeffe could file a petition for a compliance hearing pursuant to 456 CMR 16.08. If, at that time, the DLR determined that there was a genuine dispute as to compliance, it may order a hearing to determine whether compliance has occurred. If, however, O'Keeffe did not file a compliance petition after she received payment, the DLR indicated that the BTU could re-file its motion along with evidence that it had complied with the CERB's Order.

On February 22, 2019, the BTU sent O'Keeffe a check in the amount $70,698.84, In its transmittal letter, the BTU explained how it had calculated the amount. In particular, the BTU again notified O'Keeffe that it had calculated backpay at the higher 12% rate set forth M.G.L. c. 231, §6B, and that it was not seeking an adjustment of the backpay award for any interim earnings. On March 1, 2019, the BTU filed with the DLR a "renewed" motion for a compliance/enforcement hearing or order. The BTU asserted that O'Keeffe continued to challenge the BTU's calculations by disputing the contractual salary scale, the timeframe of the backpay, COBRA, counsel fees, and a retirement credit.

On March 4, 2019, O'Keeffe sent the DLR a letter contesting the BTU's calculations. On April 1, 2019, the DLR denied BTU's motion for a compliance hearing pursuant to its policy of not holding compliance hearings while a judicial appeal was

pending.[5] The BTU filed a motion for reconsideration on April 2, 2019 which the CERB denied on April 10, 2019.

In August 2019, O'Keeffe sent an email to the DLR asserting that the BTU still had not complied with the make-whole order. On August 23, 2019, the DLR notified O'Keeffe that it was treating her query as a "Motion for Enforcement/Compliance" of the decision. The DLR denied the motion for the same reasons that it denied the BTU's March 2019 motion.

As previously noted, on June 5, 2020, the Appeals Court affirmed the CERB decision dismissing O'Keeffe's judicial appeal as untimely. Later that day, O'Keeffe sent separate emails to the BTU and the Appeals Court stating her intention to seek further review of the Appeals Court's decision. Also on June 5, O'Keeffe submitted to the DLR a "Renewed Motion for Compliance Enforcement" on grounds that the parties had agreed that there is a genuine dispute regarding the CERB's remedy.[6]

The BTU filed a lengthy opposition to O'Keeffe's motion for compliance on several grounds, including that it was premature because the appeals process was still not complete. The BTU also contended that compliance proceedings were "moot." Consistent with prior filings, the BTU contended that that it had "met – indeed, gone beyond – each and every aspect of the remedy" set forth in the CERB's order. In that regard, the BTU stated that it was "ever mindful that this case has taken up enormous [DLR] resources

[5] The DLR was referring to O'Keeffe's appeal of the CERB's dismissal of her untimely judicial appeal.

[6] O'Keeffe sought to recover pension credits and attorney's fees of $40,000 that "consume most of the $69,000 that the union defendants provided in early 2019 in partial provision of the make-whole remedy."

and that a final resolution of this case is in the best interests of all parties; however,[O'Keeffe's] conduct makes clear that she is unable to accept the CERB decision and move on."

On July 28, 2020, the DLR notified the parties that because the time had passed for O'Keeffe to file a FAR request, the matter was ripe for a compliance proceeding, but that it wished to schedule mediation first. O'Keeffe continued to make court filings, including, as indicated above, a request for further appellate review on October 15, 2020, but on December 30, 2020, the SJC denied the FAR application. On the same day, the BTU filed another motion for a compliance hearing. The BTU stated that this hearing was necessary because there was a genuine dispute over the remedy it owed O'Keeffe and that without a "declaration of the parties' rights under the December 28, 2018 Order, O'Keeffe will continue to file claims seeking an enlargement of the remedy that has already been ordered and complied with."

On January 6, 2021, the DLR sent a notice to the parties scheduling a compliance hearing for March 19, 2021.[7] On March 26, 2021, the BTU proposed that the issues at hearing be limited to: 1) whether Section 2(a) of the CERB's order included an obligation for BTU to compensate O'Keeffe for lost pension benefits; and, if so, 2) how those should be calculated; and 3) whether BTU was entitled to an offset of the amount due under the order for unemployment benefits that O'Keeffe received during the backpay period.

[7] The parties subsequently rescheduled the matter to April 29, 2019.

The parties' attorneys exchanged a number of emails prior to the hearing.[8] Pertinent to this ruling is BTU counsel's email to O'Keeffe's counsel on April 14, 2021 asking, among other things, whether O'Keeffe would "disclose how much she received in unemployment compensation during the remedy period." O'Keeffe's counsel replied that, "the total unemployment compensation was approximately four months at $600 per week."

On April 20, 2021, after the DLR's efforts to mediate the matter did not result in a settlement, O'Keeffe's attorney notified the CERB that O'Keeffe had decided not to proceed further with her claims for "full compensation" and was withdrawing her compliance request. The BTU immediately objected, stating that it had overpaid O'Keeffe approximately $30,000 and was looking to recover that amount via a hearing, where damages could be calculated. The BTU emphasized that it had also filed a request for compliance to determine amounts it owed to O'Keeffe and that O'Keeffe could not withdraw the BTU's entitlement right to such a hearing. The DLR denied BTU's request in a letter dated April 20, 2021 that stated in pertinent part:

> By withdrawing her compliance petition, the Charging Party has effectively acquiesced to the amount of money that she received from the BTU. Consequently, notwithstanding the BTU's position, there is no genuine dispute as to compliance with the CERB's order. See DLR Rule 16.08(5); 456 CMR 16.08(5). Therefore, the DLR has cancelled the compliance hearing previously scheduled for April 29, 2021 and has closed this case with prejudice.

The Union filed an appeal of the dismissal on April 29, 2021. O'Keeffe did not file a response. For the reasons set forth below, we deny the appeal.

[8] In its memo on appeal, the BTU refers to this as "discovery," but we note that, unlike civil court proceedings, the DLR has no formal pre-hearing discovery process.

Ruling

The BTU's appeal of the DLR's ruling rests primarily on its flawed belief that it is entitled to a compliance hearing as a matter of right and/or because it has sought a declaration of the parties' respective rights under the CERB's Order. The BTU thus claims that the DLR's decision to cancel the compliance hearing based on O'Keeffe's unilateral request violated its due process rights as well as the right to finality, i.e., a declaration of the parties' respective rights under the CERB's order. However, contrary to the BTU's claims, a request for a compliance hearing is not tantamount to a request for declaratory relief in court.[9] Rather, the DLR's compliance procedures stem from Section 11(i) of the Law, which states that the "[CERB] may institute appropriate proceedings in the appeals court for enforcement of its final orders." Pursuant to DLR Rule 16.08, 456 CMR 16.08, "Compliance with Enforcement of [DLR] Orders," the compliance process begins when "a party petitions the Department to seek enforcement of any order issued by the Department." 456 CMR 16.08(1). Rule 16.08 (1)(f) requires the petitioning party to, among other things, state what has caused it to believe that there has been non-compliance with the order, 456 CMR 16.08(1)(f). Pursuant to Rule 16.08(2), the party alleged to be in non-compliance is required to respond to the request by indicating whether the information in the request is accurate or inaccurate. 456 CMR 16.08 (2). Pursuant to Rule 16.08(5), "If the Department determines that there is a genuine dispute

[9] The posture of this case is thus materially different from that in City of Boston v. Massachusetts Bay Transportation Authority et. al., 373 Mass. 819 (1977), where the plaintiff municipalities brought an action in court seeking declaratory and injunctive relief against the defendant MBTA from paying certain cost of living increases under a CBA. The plaintiffs argued that such payments contravened various provisions of M.G.L. c 161A. Here, the BTU is simply seeking a compliance hearing, which, as explained above and infra, lies within the CERB's reasonable discretion to grant or deny.

as to compliance, it *may* order that a hearing be held to determine whether compliance has occurred." Even without further analysis, these regulation demonstrate that the decision to hold a compliance hearing lies within the DLR's discretion and is a function of whether or not a dispute as to compliance exists.

It stands to reason that the party who originally sought the relief ordered, i.e., the charging party, is the party who initiates compliance proceedings. There are rare exceptions. Thus, in a matter, where, as here, the Appeals Court issued a decision affirming a CERB decision that the respondent union had violated its duty of fair representation to the charging party, the union filed a motion for a compliance hearing asking the CERB to determine the amount of damages, if any, that it owed to the charging party under the CERB's make-whole order. In related pleadings, the union explained that it wanted the CERB to specify the timeframe of the backpay award. AFSCME Council 93 and Justin B. Chase, 38 MLC 280, MUPL-07-4581 (May 18, 2012) *aff'd sub nom.* Justin B. Chase v. Commonwealth Employment Relations Board, No. 16-P-155 (slip. op September 25, 2017). The charging party filed a motion to dismiss the union's motion on grounds that the union had no standing to seek a compliance hearing because it was not aggrieved of anything. In particular, the charging party argued that compliance proceedings were designed to assess compliance with an order and not to assess damages. The CERB subsequently requested that the parties show cause why the union's motion should not be dismissed and instead, treated it as a motion for clarification of the CERB's order. Hearing no objection from either party, the CERB dismissed the motion for a compliance hearing and issued a ruling clarifying its remedy, based on the

record of the hearing below.[10] CERB Ruling on Motion for Clarification of CERB's Order, MUPL-07-4581 (unpublished ruling, slip. op March 31, 2016).

In this case, on January 7, 2019, the BTU filed both a motion for clarification and a motion for a compliance hearing. As indicated above, however, the CERB dismissed the motion for clarification because, unlike the situation in Chase, the motion was based upon facts that were outside of the hearing record and was also the subject of a pending judicial appeal. The CERB also dismissed the motion for a compliance hearing because there was no evidence that there was any dispute as to compliance. Notably, both before and after it filed this motion, the BTU tendered offers to O'Keeffe that, by its own admission, were in full compliance with the CERB's order, and as set forth in the March 9 and March 15, 2018 offer letters, even exceeded that order by "not looking for any offsets for earnings or unemployment compensation that …O'Keeffe may have had or should have had during this time," or, as described in the January 31, 2029 offer letter, applied a higher interest rate than that ordered by the CERB.

On February 7, 2019, the BTU made a second request for a compliance hearing. At that time, however, O'Keeffe had still not filed a formal petition for a compliance hearing, and absent actual payment to O'Keeffe, there was no basis for the DLR to determine whether appropriate compliance had occurred. Under those circumstances, the DLR determined that the BTU's request was premature and denied the motion. Notwithstanding this ruling, the DLR offered a route for BTU to achieve the finality it

[10] The union unsuccessfully appealed the merits of the ruling. Justin B. Chase v. Commonwealth Employment Relations Board, Mass. Appeals Court, No. 14-P-136, slip op. at 1 (August 28, 2015) (further appeal rev. den'd, December 1, 2015). The court did not address the procedural posture of the matter before it.

sought – forward O'Keeffe a check "in the required amount," at which point O'Keeffe could either file a petition for a compliance hearing if she believed that appropriate compliance had not occurred, or, if O'Keeffe did not file a petition for a compliance hearing, the BTU could refile its motion.

Although the BTU contends that the DLR improperly ordered it to pay O'Keeffe before it knew what to pay her, we find no error with the manner in which the DLR construed the spirit and letter of the compliance regulations. Further, the BTU's continued arguments that the DLR's ruling prematurely forced it to pay more to O'Keeffe than it would have had a compliance hearing been held is belied by the letters it sent to O'Keeffe in March of 2018 and January of 2019, before the DLR made this request. Specifically, the BTU notified O'Keeffe that it was willingly and knowingly offering her a higher interest rate than the CERB had ordered and that it had not made any offsets to the amount. Its statement that its position on offsets might change if O'Keeffe rejected its offer demonstrates that it purposely offered more to O'Keeffe in an effort to persuade O'Keeffe to agree to its offer rather than proceed to a compliance hearing, where she might receive less. While BTU may be frustrated that its strategy did not pay off sooner, the DLR did not act in an arbitrary or improper manner or violate the BTU's due process rights when it declined to hold a compliance hearing until it had some evidence, i.e., payment from BTU, that the BTU had either complied or not complied with its order.

For the first time, the BTU also claims that it is entitled to a compliance hearing based on new evidence showing that O'Keeffe committed perjury during the hearing. The BTU points to O'Keeffe's sworn testimony that she did not receive any unemployment insurance during the remedy period and her counsel's response to an email that she did.

The BTU argues that this demonstrates that O'Keeffe was unjustly enriched by the BTU's payment and thus, the CERB should not deny it the opportunity to recoup the overpayments.

The problem with this argument is twofold. First, we will not treat O'Keeffe's attorney's unsworn response to a question posed in an email to him regarding the amount of unemployment benefits that O'Keeffe received during the remedy period as an admission that O'Keeffe had in fact received such benefits. In fact, his response that she received four months' worth of benefits is commensurate in time, if not precise dates, to O'Keeffe's testimony that she received unemployment benefits from November 2015 to March 2016, which was outside the remedy period. Second, as noted above, even if O'Keeffe had received benefits during this time, the BTU's self-styled "unconditional offers" to O'Keeffe in March of 2018 were expressly made without regard to "any offset for earnings or unemployment compensation" that Ms. O'Keeffe may have or should have had during this time frame. Thus, notwithstanding O'Keeffe's testimony to the contrary, the BTU continued to presume that O'Keeffe might have received unemployment benefits during the remedy period and voluntarily chose not to make any offsets for that amount. Under these circumstances, and where O'Keeffe is no longer contesting the amounts owed to her, we will not hold a compliance hearing to determine whether or not these amounts should be deducted from monies that BTU paid to O'Keeffe in express and voluntary disregard of whatever rights it may have had to offset them.

None of the BTU's remaining argument persuade us otherwise. The BTU asserts that it is entitled to a compliance hearing because there remains a dispute over its compliance with the Order that it filed its own petition for compliance that O'Keeffe has

no standing to withdraw, and that without a DLR ruling, there will be no finality because O'Keeffe has filed other proceedings against it in court. It further contends that it should be awarded costs for the time and effort it spent preparing for the compliance hearing.

We acknowledge the BTU's desire for finality here and have no doubt that it was diligent in preparing for the hearing. However, there is no guarantee that a DLR order on compliance would provide the BTU with the finality it seeks because O'Keeffe could appeal that order and the order is no guarantee that O'Keeffe would not continue to pursue her other litigation, even if it ultimately proved unsuccessful. By contrast, when the DLR cancelled the compliance hearing, it also closed the case with prejudice. Becaseu we are affirming this decision, MUPL-16-5167 remains closed with prejudice, meaning that O'Keeffe is precluded from bringing any further proceedings at the DLR raising any of the issues that she raised or could have raised at the compliance hearing. This accords finality to the DLR proceedings.

We also deny the BTU's request for attorney's fees and costs. In its February 20, 2019 ruling, the DLR stated the conditions under which it would conduct a compliance hearing – BTU's payment to O'Keeffe, followed either by a petition from O'Keeffe demonstrating a genuine dispute as to compliance or, if she did not file one, the BTU refiling its motion alleging that it complied with the Order. Here, O'Keeffe did file a petition for compliance after the BTU paid her, but then withdrew that petition once she determined that the BTU was not willing to accede to any of her additional demands. We agree with the DLR that this was tantamount to O'Keeffe agreeing to settle the case for the amount that the BTU paid her. Just as parties that settle cases on the eve of trial are

not entitled damages for time and expense they put into preparing for the trial, the BTU is not entitled to recover any of its expenses here.

Finally, the BTU's myriad arguments lose sight of the fact that the ultimate purpose of compliance proceedings is to determine whether or not the DLR should institute enforcement proceedings in the Appeals Court. The applicable regulations indicate that the DLR *may* institute enforcement proceedings if the party alleged to be in non-compliance admits non-compliance. 456 CMR 16.08(3) (emphasis added). Given BTU's insistence throughout these proceedings that it has fully complied with the DLR's order, there is no evidence of non-compliance, and thus, pursuant to 456 CRM 16.08(4), no further action is necessary.

Conclusion

For all of the foregoing reasons, we deny the BTU's appeal of the DLR's decision to cancel the compliance hearing. This matter remains closed with prejudice.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD

Marjorie F Wittner

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MARJORIE F. WITTNER, CHAIR

Joan Ackerstein

_____
JOAN ACKERSTEIN, CERB MEMBER

Kelly Strong

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KELLY STRONG, CERB MEMBER

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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.