

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

\*\*\*\*\*

In the Matter of: \*

ATTLEBORO PARAPROFESSIONAL \*  
ASSOCIATION \*

and \*

MELISSA C. PELLETIER \*

\*\*\*\*\*

Case Number: MUPL-19-7314

Date Issued: July 30, 2021

Hearing Officer:

Meghan Ventrella, Esq.

Appearances:

Melissa C. Pelletier – Pro Se

Matthew Jones, Esq. – Representing the Attleboro Paraprofessional Association

HEARING OFFICER'S DECISION

SUMMARY

1 The issue in this case is whether the Attleboro Paraprofessional Association  
2 (Union) violated Section 10 (b)(1) of Massachusetts General Law Chapter 150E (the Law)  
3 by: 1) holding a meeting for the purpose of voting on a Memorandum of Agreement (MOA)  
4 for a successor collective bargaining agreement (CBA) without attaching the revised  
5 contract to the MOA or providing a copy to the meeting attendees; and, 2) Union president  
6 James Scott (Scott) informing bargaining unit member Melissa Pelletier (Pelletier) at the  
7 meeting that there were no other changes to the contract that were not referenced in the

1 MOA. Based on the record and for the reasons explained below, I conclude that the Union  
2 did not violate the Law.

### 3 STATEMENT OF CASE

4 On May 1, 2019, Pelletier filed a charge of prohibited practice (Charge) with the  
5 Department of Labor Relations (DLR) alleging that the Union had violated Section 10(b)  
6 (1) of the Law. On October 24, 2019, a DLR Investigator investigated the Charge. On  
7 November 12, 2019, the Investigator issued a one-count Complaint of Prohibited Practice  
8 and Partial Dismissal (Complaint) alleging that the Union violated Section 10(b)(1) of the  
9 Law. On November 15, 2019, the Union filed its Answer to the Complaint. On September  
10 1, 2020, I conducted a hearing by video conference during which the parties received a  
11 full opportunity to be heard, to examine and cross-examine witnesses, and to introduce  
12 evidence. On February 25, 2021, the parties filed post-hearing briefs. Based on my  
13 review of the record, including my observation of the demeanor of the witnesses, I make  
14 the following findings of fact and render the following opinion.

### 15 FINDINGS OF FACT<sup>1</sup>

#### 16 Background

17 The Union is the exclusive bargaining representative for a unit of  
18 paraprofessionals. The Union and the School Committee of the City of Attleboro are  
19 parties to a collective bargaining agreement dated September 1, 2017 to August 30, 2020.  
20 Historically, the Union only represented paraprofessionals employed by the School  
21 Committee.

---

<sup>1</sup> The parties did not agree to any stipulations.

1           On or about March of 2018, the Union and the School Committee agreed in  
2 principle to the inclusion of several new positions in the paraprofessional bargaining unit.  
3 Shortly thereafter, the Union and the School Committee commenced negotiations for  
4 wages and other terms and conditions of employment for the new bargaining unit  
5 positions. During the negotiations, the Union was represented by Jim Scott<sup>2</sup> (Scott), Union  
6 President, Patty McGuire (McGuire), Union Vice President, and Lynn Ferreira (Ferreira)<sup>3</sup>,  
7 Union Secretary.<sup>4</sup>

8           On or about February 28, 2019, the School Committee and the Union reached an  
9 agreement on a modified contract, and negotiated a 3-page Memorandum of Agreement  
10 (MOA), wherein the following categories of employees were added to the bargaining unit  
11 represented by the Union: Applied Behavior Analysts (ABAs), Certified Occupational  
12 Therapy Assistants (COTAs), Speech-Language Pathology Assistants (SLPAs) and  
13 Licensed Practical Nurses (LPNs). Specifically, the parties agreed to the following terms  
14 and provisions for the incorporation of the job categories ABA, COTA, SLPA, and LPN  
15 into the bargaining unit:

16           1. A revised version of the Contract is attached to this Memorandum of  
17 Agreement as an Exhibit 1 (“the Revised Contract”). Except as  
18 provided herein, upon ratification of this Memorandum of Agreement,  
19 the Revised Contract shall supersede the existing Contract for the  
20 remainder of the Contract’s effective term (through August 30, 2020).  
21

---

<sup>2</sup> The School Committee hired Scott in 2017. Scott was elected Union president in 2018.

<sup>3</sup> In late 2018, Ferreira emailed the Union membership a list of upcoming Union meetings. The list included the following dates: November 6, 2018, December 4, 2018, January 8, 2019, February 5, 2019, March 5, 2019, April 2, 2019, and May 7, 2019.

<sup>4</sup> Originally, Scott asked former Union Vice President Sue O’Brien (O’Brien) to join the team. Eventually, Scott decided that the negotiations team was too large, and O’Brien was no longer included in the negotiations.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

- 2. Except as specified herein, all provisions of the Revised Contract shall take effect as of the ratification of this Memorandum of Agreement by the Association and the Committee, and all provisions of the Revised Contract shall apply to all positions in the bargaining unit, including the new job categories of ABA, COTA, SLPA, and LPN.
- 3. It is agreed that the following provisions of the Revised Contract shall not be applicable to the job categories of the ABA, COTA, SLPA, and LPN until September 1, 2019:
  - a. Sick Leave accrual (Article 15, Section 2)
  - b. Personal Leave (Article 16, Section 6)
  - c. Longevity Pay (Article 25)

During the remainder of the 2018-19 school year, employees in these job categories will not be eligible for Longevity Pay, and will continue to receive sick leave and personal leave on the terms which they have previously received such benefits.

- 4. Eligible employees in the job categories of ABA, COTA, SLPA, and LPN, will be given a one-time opportunity to elect to join the sick bank provided in Article 15, Section 7, within thirty (30) days following the ratification of this Memorandum of Agreement. Any employee who so elects to join the sick bank will be considered a member immediately upon the contribution of the required three (3) sick days. Any employee who does not elect to join the sick bank during this initial thirty (30) day period will not be eligible to join again until the start of the 2019-2020 School Year, pursuant to Section A.
- 5. There shall be no change to the wages of employees in the job categories of ABA, COTA, SLPA, and LPN for the remainder of the 2018-2019 School Year.

As of September 1, 2019, employees in these job categories shall be placed on the wage scale on Appendix A as follows:

J. Buckley	Bachelor's Step 1
M. Macedo	Bachelor's Step 2
K. Murphy	Bachelor's Step 2
A. Paine	Bachelor's Step 2
P. Santoro	Bachelor's Step 2
L. Vaudrain	Associate's Step 6
S. Cash	Associate's Step 5
D. Kewirga	Associate's Step 7
K. Tyree	Associate's Step 5
P. Larkin	Master's Step 8

- 1 E. Stine Bachelor's Step 6
- 2 E. Wuilleumier Bachelor's Step 3, then move to Bachelor's Step 4
- 3 on 91<sup>st</sup> day of school year
- 4 G. Schiavo 2.5% increase over 2018-19 salary, then move to
- 5 Bachelor's Step 1 on 91<sup>st</sup> day of school year

6

7 6. The parties agree that during their full negotiation for the successor

8 contract, they will examine the possibility of creating one or more

9 additional wage scales for the job classifications which are newly-

10 included in the bargaining unit.

11

12 7. This Memorandum of Agreement is subject to ratification by the full

13 membership of the Association and the Committee.

14

15

16 As part of the MOA negotiations, the parties agreed to revisions of the existing

17 CBA. For example, the parties agreed to the following changes to Article 15 of the

18 CBA:<sup>5</sup>

19 In the case where there are is multiple Paraprofessionals assigned to the

20 classroom, and the teacher is absent, the Paraprofessionals shall

21 alternate performing the duties of the Teachers and receive the stipend

22 accordingly unless a Paraprofessional does not wish to act as the

23 Teacher, then the next Paraprofessional shall assume the duties of the

24 Teachers. In the event that there is a need for a full-day substitute, and

25 the rotation described in this paragraph dictates that it is the turn of a

26 part-time Paraprofessional to substitute, the part-time Paraprofessional

27 will substitute for the length of his/her workday, and the next

28 Paraprofessional in the rotation will substitute for the remainder of the

29 school day. The two Paraprofessionals will then split the \$55 daily

30 substitute payment, notwithstanding any other language in this Article.

31

32 ABAs shall be eligible to perform substitute teaching duties pursuant to

33 the preceding paragraphs only in the classroom of which the ABA is

34 assigned, or in the event of an emergency resulting from a lack of

35 substitute coverage.

36

37 When an LPN is assigned to substitute the Registered Nurse for a full

38 day, the LPN will receive \$100 in addition to her regular pay.

39

---

<sup>5</sup> The Investigator dismissed any arguments alleging that the Union's negotiations harmed the paraprofessionals by allowing ABAs to also substitute for an absent teacher.

1        Employees shall be eligible for Ppayment for the Detention Duty will be  
2        at the rate of \$22.00 per session; payment for Tutoring will be at the rate  
3        of \$30.00 per hour and payment for Translating will be at the rate of  
4        \$25.00 per hour. (Emphasis and editing notations in original)  
5

6            On March 5, 2019, the Union called a meeting for the membership to vote on the  
7        MOA.<sup>6</sup> Twenty-nine members attended the meeting, including the four executive board  
8        officers of the Union: Scott, Ferreira, McGuire, and Gail Arrigi (Arrigi), the treasurer. At  
9        the beginning of the meeting, the retirement board gave a presentation for the attending  
10       members for approximately thirty minutes. After the retirement board presentation, Scott  
11       handed out copies of the MOA to the members, and asked everyone to let him know if  
12       they had any questions. Scott mistakenly did not hand out copies of the revised contact  
13       to the members and he mistakenly did not make a copy of the revised contract available  
14       to the members to review.<sup>7</sup> Scott gave the members time to review the MOA, then when  
15       no one raised a question, Scott called for a vote. The executive board handed out paper  
16       and writing utensils to the members. After collecting the written votes, Ferreira counted  
17       the votes. All twenty-nine attending members voted to ratify the MOA. After the members  
18       voted to adopt the terms of the MOA, Melissa Rebello (Rebello) staff representative from  
19       the Massachusetts Teachers Association (MTA) arrived at the meeting. Scott informed

---

<sup>6</sup> Before every meeting, Ferreira sent the Union membership a meeting agenda, and after the meeting she sent the membership a “snapshot of the meeting” describing what was discussed. Prior to the March 5 meeting, Ferreira sent the membership a meeting agenda that included notification of the vote on “Sped Specialists MOA additions to contract.”

<sup>7</sup> I credit Scott’s testimony that his failure to attach the revised contract to the MOA or make a copy of the revised contract available at the March meeting was a mistake. Pelletier did not provide any evidence to demonstrate that Scott intentionally failed to attach the revised contract to the MOA or make a copy of the revised contract available at the March 5 meeting.

1   Rebello that the unit had voted to approve the MOA.<sup>8 9</sup> On March 6, 2019, Scott signed  
2   the MOA. The School Committee ratified and signed the MOA on March 11, 2019.

3           After the School Committee ratified the MOA on March 11, O'Brien heard  
4   "scuttlebutt" from other paraprofessionals that the contract, specifically the section  
5   involving paraprofessional coverage, had been changed. O'Brien reached out to Pelletier,  
6   who was the Union's building representative for the Thatcher Elementary School at the  
7   time, and informed Pelletier that the contract may have been changed. Thereafter,  
8   Pelletier spoke with Scott to discuss reoccurring issues surrounding paraprofessional  
9   coverage, and Scott informed her that the problem had been resolved with the new  
10  paraprofessional coverage language in the revised contract.<sup>10</sup> Thereafter, Pelletier met  
11  with two paraprofessionals, Scott, and the Thatcher Elementary School principal.<sup>11</sup> At that  
12  meeting, Scott gave Pelletier a redlined copy of the paraprofessional coverage language

---

<sup>8</sup> Rebello was assigned to the Attleboro Paraprofessional Association in the midst of the negotiations. The Union requested that former MTA staff representative Audra (last name unknown) remain on to handle negotiations. Therefore, Audra handled the negotiations while Rebello tended to the Unit's day to day issues.

<sup>9</sup> After the meeting, Ferreira sent the Union membership a "snapshot" of the March 5 meeting that stated in relevant part that the "vote to sign MOA for Sped Specialist passed 29 yes votes, 0 no votes." No one from the membership reached out to Ferreira for further information on the MOA ratification vote.

<sup>10</sup> Neither Pelletier nor the Union were able to provide an exact date of this meeting. However, both parties acknowledged that Pelletier and Scott met in the weeks following the March meeting.

<sup>11</sup> Neither Pelletier nor the Union were able to provide an exact date of this meeting. However, both parties acknowledged that the meeting occurred in the weeks following the March meeting.

1 in the revised contract. Pelletier asked Scott if there were any other changes in the revised  
2 contract, and Scott answered no.<sup>12</sup>

3 In late March of 2019, O'Brien informed Pelletier that she believed the contract  
4 could not be revised, and that it was troubling that the voting members did not receive  
5 any handouts at the meeting explaining the changes in the CBA.<sup>13</sup> Afterwards, Pelletier  
6 met in person again with Scott to discuss the changes reflected in the revised contract.<sup>14</sup>  
7 Pelletier expressed concern over the changes in the classroom coverage section in the  
8 revised contract, and informed Scott that she thought the vote to approve the MOA was  
9 performed improperly. Additionally, Pelletier informed Scott that O'Brien did not believe  
10 the contract could be changed and shared O'Brien's concerns about the March 5 meeting.  
11 Thereafter, O'Brien and Scott spoke on the phone about her concerns surrounding the  
12 March 5 meeting. By email dated March 31, 2019, O'Brien followed up with Scott that she  
13 believed the Union had improperly taken the March 5 ratification vote on the MOA.

14 On April 2, 2019, the Union hosted its monthly membership meeting. By email  
15 dated April 3, 2019, Ferreira sent the entire membership a "snapshot" of the meeting  
16 highlights. Ferreira's snapshot stated that "there was a mistake when the MOA was voted  
17 on during the March Meeting. The board is working hard to rectify the error in language.  
18 There will be a membership meeting going forward (members will be given a 7-day

---

<sup>12</sup> Although the parties submitted the revised contract into the record, neither party pointed out any other changes in the revised contract that were not reflected in the MOA.

<sup>13</sup> Neither Pelletier nor O'Brien were able to provide an exact date of this meeting.

<sup>14</sup> Neither Pelletier nor the Union were able to provide an exact date of this meeting. However, both parties acknowledged that the meeting occurred after Pelletier and Scott met with the Thatcher Elementary School principal.



1 notice). Currently the MOA is in limbo and the two options to correct it are to either scrap  
2 the MOA and redo it, or to modify it.”

3           A few weeks after the March 5, 2019 meeting, Scott reached out to Julienne Singer  
4 (Singer), the School Committee’s Human Resource Director, to inquire what, if any,  
5 options the Union had to re-vote on the MOA and revised contract. Singer informed Scott  
6 that the School Committee’s position was that the signed MOA was binding. After the  
7 April 2 meeting, Scott reached out to Rebello to discuss Pelletier’s concern about the  
8 MOA. Rebello asked the MTA legal department to review the events of the March 5  
9 meeting and Pelletier’s concerns. The MTA’s legal department informed Scott and  
10 Rebello that no action needed to be taken. Additionally, Scott reached out to the other  
11 executive board officers of the Union, who agreed that the vote was handled properly,  
12 and no other action needed to be taken.

13           By email dated April 8, 2019, Scott explained to O’Brien that he had mistakenly not  
14 attached the revised contract to the MOA at the March meeting. However, Scott asserted  
15 that the MOA clearly indicated that changes were made to the revised contract. Scott  
16 informed O’Brien that Pelletier had not arrived at the meeting until after the vote was  
17 taken, and therefore had no knowledge of how the voting process was handled.<sup>15</sup>  
18 Additionally, on April 8, Ferreira emailed the entire membership and stated that after  
19 consulting the MTA, the legal department had determined that there was no mistake  
20 made at the ratification vote, and therefore the ratification would stand as previously

---

<sup>15</sup> O’Brien did not attend the March 5, 2019 meeting.

1 voted. Ferreira noted that there would be no need for future meetings regarding this  
2 matter.

3 By email dated April 10, 2019, Victor Rosado (Rosado), a MTA representative,  
4 informed O'Brien that he would be happy to meet with her and Scott to discuss her  
5 concerns further. By email dated April 13, 2019, O'Brien requested Scott provide her with  
6 all the recent changes made to the revised contract. By email dated August 28, 2019,  
7 O'Brien again asked for Scott to provide her with all the changes made to the revised  
8 contract.<sup>16</sup> Scott did not provide O'Brien with a list of changes made in the revised  
9 contract. By August of 2019, the School Committee had put the revised contract on its  
10 website.

11 In October of 2019, Pelletier and Scott met in person to discuss when the revised  
12 contract would be distributed to the membership. Scott reminded Pelletier that the revised  
13 contract had been posted on the School Committee's website. Scott informed Pelletier  
14 that it had been temporarily taken off the website because of certain clerical errors, but it  
15 would be reposted soon.

## 16 OPINION

### 17 **Jurisdiction**

18 The Union has argued that the Commonwealth Employment Relations Board  
19 (CERB) lacks jurisdiction over internal union affairs. The Union asserts that the  
20 allegations in this case pertain to the ratification process - which is an internal union affair  
21 – and therefore, the CERB does not have jurisdiction in this case. The Union is correct

---

<sup>16</sup> After the March 5, 2019 meeting, two other bargaining unit members requested Scott send them the revised contract, but Scott did not respond.

1 that whether a collective bargaining agreement was ratified according to the Union's  
2 internal procedures is specifically beyond the CERB's jurisdiction. Switzer v. Labor  
3 Relations Commission, 36 Mass. App. Ct. 565, 568 (1994).<sup>17</sup> However, unlike in the  
4 Switzer case, the allegation in this matter is whether the Union's actions violated the Law,  
5 not whether it violated its constitution or bylaws.

6 The CERB generally does not interfere with union rules or actions that are within  
7 the legitimate domain of internal union affairs, absent certain overriding public interests  
8 implicit in the Law. National Association of Government Employees, 13 MLC 1525, 1526  
9 (SUPL-2343, SUPL-2344, SUPL-2345, SUPL-2346, and SUPL- 2347) (March 12,1987).  
10 The CERB has found such an overriding statutory policy in: testimony on behalf of an  
11 employer at a DLR proceeding, Brockton Education Association, 12 MLC 1497, MUPL-  
12 2740, MUPL-2777, MUPL-2778 (January 7, 1986); determining appropriate bargaining  
13 units, Johnson and McNulty, 8 MLC 1993, MUPL-2049, MUPL-2050 (March 23, 1982),  
14 aff'd sub nom. Boston Police Patrolmen's Association v. Labor Relations Commission, 16  
15 Mass. App. Ct. 953 (1983); and prohibiting strikes, Luther E. Allen, Jr., 8 MLC 1518, 1524,  
16 SUPL-2024, SUPL-2025 (November 13, 1981). The Union's argument that the Union's  
17 ratification procedure for a MOA or revised contract is an internal matter has merit.  
18 However, in this case, the Union's alleged actions - failing to provide a copy of the revised  
19 contract and informing the membership at the March 5 meeting that there were no other  
20 changes to the contract not reflected in the MOA when in fact there were - suggested that

---

<sup>17</sup> The Investigator dismissed the allegation that the Union's actions violated its bylaws and constitution.

1 the Union had materially misrepresented the changes in the revised contract prior to a  
2 ratification vote.

3           When a union's conduct conflicts with a policy implicit in the Law, the CERB will  
4 weigh the union's interest in its rule or action against the extent to which it may violate the  
5 policy of the Law. Luther E. Allen, Jr., 8 MLC 1518, 1524, SUPL-2024, SUPL-2025  
6 (November 13, 1981). How the Union conducts a ratification vote may be an internal affair,  
7 however, the Union's misrepresentation of necessary information for a ratification vote is  
8 not. A union has a duty to represent its members fairly in connection with issues that arise  
9 under a collective bargaining agreement. National Association of Government Employees  
10 (NAGE) v. Labor Relations Commission, 38 Mass. App. Ct. 611, 613 (1995). The Union's  
11 alleged conduct in this case directly involves the Union's duty to represent the  
12 membership as an intermediary between the members and the Employer.

13           There is significant public interest in ensuring that unions do not materially  
14 misrepresent the bargained for terms and conditions of employment to the membership  
15 during a ratification process. Although the Union's ratification process may be an internal  
16 union matter, I find that the public interest in prohibiting unions from materially  
17 misrepresenting the terms of a CBA to the membership during the ratification process  
18 outweighs a union's freedom to regulate its own ratification process. See generally,  
19 Section 5 of the Law; Vaca v. Sipes, 386 U.S. 171 (1967). As such, I find that the CERB  
20 has jurisdiction over this matter.

### 21 **Merits**

22           I next address whether the Union materially misrepresented to the membership  
23 bargained for terms and conditions of employment during a ratification process.

1 March 5 Comments

2           The Complaint alleges that the Union breached its duty of fair representation when  
3 Scott informed the membership at the March 5 meeting that there were no other changes  
4 to the contract not reflected in the MOA, when there were other changes in the revised  
5 contract.<sup>18</sup> As explained above, I found that Scott did not make such comments at the  
6 March 5 meeting.<sup>19</sup> Given that the statement was never made, the membership could not  
7 have relied upon such assurances when they cast their votes for ratification of the MOA.  
8 Accordingly, Pelletier did not establish that the Union misinformed the membership during  
9 the ratification process in the manner alleged in the Complaint.

10 MOA Attachment

11           The only remaining alleged action in the Complaint is the Union's failure to attach  
12 the revised contract to the MOA or otherwise make a copy of the revised contract  
13 available at the March 5 meeting. First, Pelletier has argued that the Union violated the  
14 Law when Scott and Rebello knowingly withheld vital information from the membership in  
15 order for the MOA to be ratified. It is undisputed that the Union did not attach the revised  
16 contract to the MOA or otherwise make a copy of the revised contract available at the

---

<sup>18</sup> In her post-hearing brief, Pelletier did not argue, nor did she testify at hearing, that Scott informed her or anyone else at the March 5 meeting that there were no changes in the revised contract that were not reflected in the MOA, or words to that effect.

<sup>19</sup> Several weeks after the March 5 meeting, Pelletier discovered that language pertaining to classroom coverage had been changed in the revised contract. During a meeting with Scott and the Thatcher Elementary School Principal, Pelletier asked Scott if there were any other changes to the revised contract, and he answered no. However, the Complaint only alleges that the Union violated the Law when Scott informed the membership *before* the ratification vote on March 5 that there were no changes to the revised contract not reflected in the MOA. Moreover, Pelletier did not highlight any other changes in the revised contract other than the classroom coverage section, that were not reflected in the MOA.

1 March 5 meeting. However, the Union's failure to provide a copy of the revised contract  
2 at the March 5 meeting was a mistake. Moreover, Rebello was not present at the March  
3 5 meeting when the MOA was distributed or when the ratification vote was conducted.  
4 Pelletier has failed to establish that Scott or Rebello failed to attach the revised contract  
5 to the MOA or otherwise make a copy of the revised contract available at the March 5  
6 meeting in an attempt to deceive the membership to ratify the MOA. Given that the failure  
7 to provide the membership with a copy of the revised contract at the March 5 meeting  
8 was accidental, Pelletier has not demonstrated that Scott or Rebello knowingly withheld  
9 vital information from the membership so that they would ratify the MOA.

10 Additionally, Pelletier argued that Rebello knowingly failed to provide Scott, a  
11 newly elected president, with the guidance he needed in executing the ratification  
12 process. However, Pelletier has not provided any evidence to suggest that Rebello's  
13 actions or inactions were intended to deceive the membership. In fact, after Pelletier  
14 complained, the Union's leadership was transparent with the membership and admitted  
15 that it had mistakenly not attached the revised contract to the MOA at the March 5  
16 meeting. As such, Pelletier has failed to establish that the Union acted with the intent to  
17 deceive the membership in the ratification process.

18 Pelletier further argued that the Union violated the Law when Scott and Rebello  
19 negligently failed to attach the revised contract to the MOA or otherwise make a copy of  
20 the revised contract available during the March 5 meeting. However, Pelletier failed to  
21 demonstrate that the Union's failure to provide a copy of the revised contract at the March  
22 5 meeting materially misinformed the membership prior to the ratification. During the  
23 March 5 meeting, Scott afforded the attending members an opportunity to review the MOA

1 and ask questions, but no one raised any concerns. Additionally, the MOA referenced a  
2 revised contract in multiple sections and clearly stated that a revised version of the  
3 contract would be attached to the MOA. Despite these efforts, no member mentioned that  
4 the revised contract was not attached or requested to review it before the vote. Even after  
5 they reviewed the MOA, none of the members asked any questions about it. Given that  
6 the MOA clearly mentioned a revised contract, and the Union gave attending members  
7 time to review the MOA at the meeting, the Union put the membership on notice that the  
8 MOA revised the contract. As the meeting attendees clearly received notice of the revised  
9 contract, the Union's failure to attach the revised contract to the MOA or otherwise make  
10 a copy available during the March 5 meeting did not materially mislead the membership.  
11 Therefore, Pelletier did not establish that the Union's failure to attach the revised contract  
12 to the MOA was a misrepresentation of material information during the ratification  
13 process.

14 Without the allegation that the Union misrepresented material information to the  
15 membership, the only remaining issue is whether the Union's mistake in the ratification  
16 process is a violation of the Law. As explained above, the Union's ratification process is  
17 an internal affair matter unless it involves an overriding public interest. See Brockton  
18 Education Association, 12 MLC 1497, MUPL-2740, 2777 and 2778 (January 7, 19860);  
19 Alliance, AFSCME, AFL-CIO, 8 MLC 1518, SUPPL-2024 and Supl-2025 (November 13,  
20 1981). Although the question of whether the Union materially misrepresented to the  
21 membership bargained for terms and conditions of employment during a ratification  
22 process involves an overriding matter of public interest, simple mistakes that the Union

1 made during the ratification process do not concern overriding public interests.  
2 Accordingly, I do not find that the Union violated the Law as alleged in the Complaint.

3 **CONCLUSION**

4 The Union did not violate the Law as alleged in the Complaint. I therefore dismiss  
5 the Complaint.  
6 SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS



---

MEGHAN VENTRELLA, 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 become final and binding on the parties.