

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

In the Matter of

BROOKLINE EDUCATORS UNION

and

JESSICA WENDER-SHUBOW, in her capacity
as President of the Brookline Educators Union

Case No. S.I.-22-9294

Date Issued: July 28, 2022

Stipulated Final Order

1 On May 12, 2022, the Commonwealth Employment Relations Board (CERB)
2 issued an Interim Order in Case No. SI-22-9294. The CERB concluded that the Brookline
3 Educators Union (BEU) and Jessica Wender-Shubow, in her official capacity as BEU
4 president (collectively, the Respondents), were about to engage in a strike, and were
5 inducing, encouraging, and condoning such action in violation of Section 9A(a) of M.G.L.
6 c. 150E (the Law). The CERB retained jurisdiction over the strike petition to ensure
7 compliance with its Interim Order and to set further requirements as necessary.

8 On May 13, 2022, a judge of the Superior Court of Norfolk County issued a
9 preliminary injunction against the planned strike and ordered the Respondents to comply
10 with the Interim Order, as modified by the Court (Modified Interim Order).

11 On May 16, 2022, a judge of the Superior Court of Norfolk County found the
12 Respondents to be in contempt of the Modified Interim Order and ordered coercive daily
13 penalties in the amount of \$50,000 and increasing by \$10,000 for each day after May 16,
14 2022 that the Respondents continued to engage in a strike.

1 In compliance with the Modified Interim Order, the Respondents have not engaged
2 in, and have not threatened to engage in, an unlawful strike since May 17, 2022. They
3 have also participated fully and in good faith in the mediations docketed at PS-21-8947
4 and PS-21-8948. They also distributed the CERB's Interim Order via electronic mail.

5 In lieu of having to participate in compliance proceedings pursuant to 456 CMR
6 16.08, or further enforcement proceedings in Superior Court, the BEU has agreed to post
7 the attached Notice to BEU Bargaining Unit members in the manner set forth in the
8 following Stipulated Final Order. Once the BEU notifies the CERB that it has complied
9 with the terms of the Stipulated Final Order, the CERB will forthwith withdraw the Superior
10 Court Case No. 228CV00453 and instruct the DLR to close this strike proceeding, at
11 which point, the DLR/CERB will no longer retain jurisdiction over this matter.

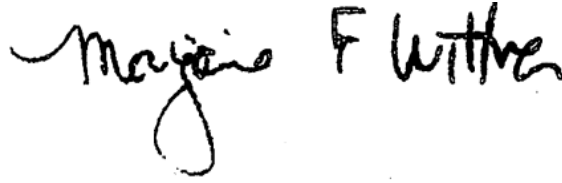
12 Stipulated Final Order

13 1. BEU and Ms. Wender-Shubow shall sign, and the BEU shall circulate a
14 Notice to BEU Bargaining Unit Members (the "Notice"), attached hereto as Exhibit
15 A, by: (a) sending the Notice to all BEU members by electronic correspondence
16 within 10 days of the date that this Stipulated Order is issued; and (b) posting the
17 Notice on the bulletin boards of each of the District's nine (9) school building prior
18 to the start of the school day on August 31, 2022 and removing said Notice at the
19 close of business on September 30, 2022;

20
21 2. BEU shall provide proof of the electronic mail circulating the Notice and
22 posting of the Notice on the nine (9) District bulletin boards to its counsel. Upon
23 receipt of such proof, BEU counsel shall confirm in writing compliance with
24 Paragraph 1 of this Stipulated Final Order to the CERB's counsel, and include
25 when and how compliance occurred and in what manner BEU counsel confirmed
26 compliance. The Respondents and the CERB acknowledge that compliance with
27 the electronic mail circulation of the Notice to all BEU members and posting of the
28 Notice on District bulletin boards will occur on different dates. BEU also shall
29 provide its counsel with proof that the Notice has been removed from the nine (9)
30 District bulletin board on September 30, 2022. Upon receipt of such proof, BEU
31 counsel shall confirm this in writing to the CERB's counsel.

32
33 **SO ORDERED**

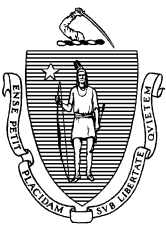
COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



MARJORIE F. WITTNER, CHAIR



KELLY STRONG, CERB MEMBER



NOTICE TO BEU BARGAINING UNIT MEMBERS
POSTED BY ORDER OF THE
DEPARTMENT OF LABOR RELATIONS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

On May 12, 2022, the Commonwealth Employment Relations Board (CERB) issued an Interim Order in Case No. SI-22-9294. The CERB concluded that the Brookline Educators Union (BEU) and Jessica Wender-Shubow, in her official capacity as BEU president (collectively, the Respondents), were about to engage in a strike, and were inducing, encouraging, and condoning such action in violation of Section 9A(a) of M.G.L. c. 150E (the Law). The CERB retained jurisdiction over the strike petition to ensure compliance with its Interim Order and to set further requirements as necessary.

On May 13, 2022, a judge of the Superior Court of Norfolk County in Case No. 228CV00453 issued a preliminary injunction against the planned strike and ordered the Respondents to comply with the Interim Order, as modified by the Court (Modified Interim Order). On May 16, 2022, a judge of the Superior Court of Norfolk County found the Respondents to be in contempt of the Modified Interim Order and ordered coercive daily penalties for each day after May 16, 2022 that the Respondents continued to engage in a strike.

In compliance with the Modified Interim Order, the Respondents have not engaged in, and have not threatened to engage in, an unlawful strike since May 17, 2022. They have also participated fully and in good faith in the mediations docketed at PS-21-8947 and PS-21-8948. Therefore, the Respondents post this Notice in compliance with other aspects of the Modified Interim Order, using its usual means of communicating with its bargaining unit members.

Section 1 of the Law defines a strike as:

- A public employee’s refusal, in concerted action with others, to report for duty, or his [or her] willful absence from his [or her] position, or his [or her] stoppage of work, or his [or her] abstinence in whole or in part from the performance of the duties of employment as established by an existing collective bargaining agreement or in a collective bargaining agreement immediately preceding the alleged strike . . .; provided that nothing herein shall limit or impair the right of any public employee to express or communicate a complaint or opinion on any matter relating to conditions of employment.

Section 9A(a) of the Law states:

- No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees.

The Respondents hereby give notice to all employees that the strike that it planned to engage in on May 16, 2022, and that did occur on May 16, 2022, was an unlawful strike within the meaning of Section 1 and Section 9A(a) of the Law and that they unlawfully induced, encouraged and condoned that strike.

 Brookline Educators Union

 Date

 Jessica Wender-Shubow, BEU President

 Date

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This notice must remain posted for **30 consecutive days** from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Department of Labor Relations, 2 Avenue de Lafayette, Boston, MA 02111 (Telephone: (617) 626-7132).