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

In the Matter of BRISTOL COUNTY COMMISSIONERS and OPEIU, LOCAL 6	Case No. SUP-20-8269 Date issued: August 19, 2024

CERB Members Participating:

Marjorie F. Wittner, Chair
Kelly B. Strong, CERB Member
Victoria B. Caldwell, CERB Member

Appearances:

Robert M. Novack, Esq.	-	Representing the Bristol County Commissioners
Steven J. Fonseca, Esq.	-	Representing OPEIU, Local 6

CERB DECISION ON REVIEW OF HEARING OFFICER'S DECISION

SUMMARY

The Bristol County Commissioners (Commissioners or Employer) have appealed the decision that a Department of Labor Relations (DLR) Hearing Officer issued on June 16, 2023. The Hearing Officer held that the Commissioners committed prohibited practices within the meaning of Section 10(a)(5) and, derivatively, Section 10(a)(1) of M.G.L. c. 150E (the Law) when it: 1) implemented their last best offer during successor contract negotiations with OPEIU, Local 6 (Union) when they were not at an impasse; and 2) refused to bargain with the Union at a November 2, 2020 meeting. The Hearing

Officer also held that the Commissioners violated Section 10(a)(6) and derivatively, Section 10(a)(1) of the Law when they refused to participate in the mediation process at the Department of Labor Relations (DLR). After reviewing the hearing record, including the decision and the parties' supplementary statements, the Commonwealth Employment Relations Board (CERB) affirms the Hearing Officer's decision.

BACKGROUND

The parties entered into stipulations and the Hearing Officer made additional findings of fact. We adopt the facts set forth in the Hearing Officer's decision pursuant to 456 CMR 13.19(3)(b), and summarize only those facts necessary to our decision, reserving some details for further discussion in the Opinion section.[1]

The Union is the exclusive bargaining representative for Bristol County custodial and boiler room employees. There are three County Commissioners who are responsible for approving a budget and negotiating collective bargaining agreements. They are assisted by a County Administrator who communicates on behalf of the Commissioners at the bargaining table. The funding authority for the County is the Bristol County Advisory Board, which is comprised of elected representatives from the four cities and 16 towns in Bristol County. It generally meets once a year to fund the County's annual budget.[2]

The Union and the Commissioners were parties to a collective bargaining agreement (CBA) valid from July 1, 2017 through June 30, 2020, when they began

[1] We address the Commissioners' challenge to the Hearing Officer's factual and legal conclusions that the parties were not at impasse and there were no exigent circumstances in the Opinion section below.

[2] We note that the Advisory Board's minutes reflect that it meets on an annual basis "or as needed."

negotiations for a successor agreement on June 3, 2020. After the June 3 session, the parties met twice in August and twice in September. The parties reached tentative agreements on several items during these sessions, including an agreement on wages.

The parties had not reached an agreement, however, on the Employer's proposal to eliminate the second class fireman position, a position that received a wage premium due to the additional licensure requirement. The incumbent in the position, Glenn Souza (Souza), was the Union Steward and a bargaining committee member. . The Commissioners did not seek to bargain over this change midterm and instead opted to include it in the negotiations for a successor agreement.

This proposal stemmed from the fact that in March 2018, Bristol County converted one of its courthouses from a high pressure boiler system to a low pressure system and, by June 2020, no longer required an employee with a second-class fireman license. The Employer proposed to eliminate the position and move Souza to a senior building custodian position, a position that paid $7,000 less than his current position. During the course of negotiations, the Commissioners communicated to the Union the importance of finishing bargaining ahead of the planned November 19, 2020 Advisory Board meeting in order for them to vote on the funding for the successor agreement.

The parties met on September 24, and had another meeting scheduled on October 8. Prior to October 8, the Union's Business Agent and chief negotiator, Patrick Daly (Daly) called the County Administrator and its chief negotiator, Maria Gomes (Gomes), and told her that he needed to get some feedback from the membership before meeting again -- and that the first day he could do that was October 9, 2020. During this conversation, Daly also told Gomes that he was interested in pursuing mediation given that they were

at "loggerheads." The parties agreed to cancel the October 8 session and Daly met with the membership on October 9, 2020. At the membership meeting, members raised concerns about voting for a wage decrease for a fellow bargaining unit member. Daly explained how the mediation process worked and informed the membership that it could work to delay their wage increases. The membership indicated that they wanted to move forward with mediation.

Daly called Gomes immediately following this meeting to tell her that the Union wanted to pursue mediation.[3] On October 13, 2020, Daly sent Gomes a draft joint petition via email, and she informed him that the Employer would not be joining in the petition. Daly then told her that the Union would be filing on its own. On October 22, 2020, the Employer sent a letter to the Union indicating that it was implementing its last offer – the proposals transmitted during the parties' September 24, 2020 bargaining session. That same day, the Union objected to the implementation, and filed for mediation on the next day, October 23, 2020. Daly testified that there had been a delay of 10 days because he had been waiting for approval to cut a $500 check to the DLR for the mediation filing fee. The Union also requested another bargaining session. At the initiation of the Union, the parties met on November 2, 2020, at which time, the Union adjusted its proposals, including its position concerning the second class fireman position. The Employer, however, reiterated its plan to implement and refused to engage in bargaining. The Employer also did not appear at a DLR mediation session in November 2020.

[3] Gomes testified that Daly also told her that the parties had reached "impasse" while Daly testified that he "may have said something" along those lines.

OPINION[4]

On appeal, the Commissioners renew the arguments they made before the Hearing Officer – that the parties were at impasse under Section 9 and as such, had the right under the Law to implement its last offer that was on the table, and in the alternative, that an "economic exigency" existed, justifying implementation. The Commissioners also assert that the remedy ordered by the Hearing Officer effectively re-wrote the parties' collective bargaining agreement and was not within his authority. We address these arguments below.

Impasse

In determining whether impasse has been reached, the CERB considers the following factors: bargaining history, the good faith of the parties, the length of the negotiations, the importance of the issues to which there is disagreement, and the contemporaneous understanding of the parties concerning the state of the negotiations. Town of Hudson, 25 MLC 143, 147, MUP-1714 (April 1, 1999) (citing Town of Weymouth, 23 MLC 70, 71, MUP-8959,8960 (August 16, 1996)); Town of Westborough, 25 MLC 81, 88, MUP-9779,9892 (June 30, 1997) (citing Commonwealth of Massachusetts, 8 MLC 1499, SUP-2508 (November 10, 1981)). A determination that the parties have reached impasse in negotiations can be made only where both parties have negotiated in good faith to the point where it is clear that further negotiations would be fruitless because the parties are deadlocked. Commonwealth of Massachusetts, 25 MLC 201, 205, SUP-4075 (June 4, 1999); Town of Brookline, 20 MLC 1570, 1594, MUP-8426/8478/8479 - (May 20, 1994). An analysis of whether the parties are at impasse

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

requires an assessment of the likelihood of further movement by either side and whether they have exhausted all possibility of compromise. Commonwealth of Massachusetts, 25 MLC at 205; Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, 14 MLC 1518, 1529-1530, UP-2496 (February 3, 1988). Generally, if one of the parties to the negotiations indicates a desire to continue bargaining, it demonstrates that the parties have not exhausted all possibilities of compromise and precludes a finding of impasse. Commonwealth of Massachusetts, 25 MLC at 205 (citing City of Boston, 21 MLC 1350, MUP-8372 (October 17, 1994)).

In examining these factors and the circumstances surrounding the negotiations, the Hearing Officer found, and we agree, that the parties were not at impasse after the September 24, 2020 meeting, or on October 22, 2020, when the Employer notified the Union, it was implementing its September 24 offer. While Daly testified that the parties were at "loggerheads," there was very little evidence presented detailing the actual negotiations regarding the elimination of the fireman position, other than the Employer's initial proposal and the Union's counter at the November 2 meeting. There was also no evidence to show that Gomes presented the Employer's proposals on September 24 as its "last, best offer."

Regardless of whether Daly used the word "impasse" in his conversation with Gomes on October 9, the use of the word does not establish the existence of an impasse, particularly where the Union wanted to bring in a mediator to help the parties reach an agreement, and where the Employer had never characterized its September 24 proposals as its "last, best" offer. Declaring an impasse during bargaining for a successor CBA, in order to invoke the Section 9 mediation and fact finding processes, does not in and of

itself create an impasse that justifies an employer's decision to implement its last offer. Instead, the statute and caselaw make clear that it is up to the DLR to make an initial determination that the parties' successor collective bargaining negotiations have reached an impasse for purposes of appointing a mediator to assist the parties in resolving the impasse, and then, only after exhaustion of the mediation-factfinding procedures set forth in Section 9, to certify that the bargaining process is complete. It is only at that point that the employer is permitted to make unilateral changes to terms and conditions of employment. See also Town of Stoughton, 19 MLC 1149, 1158, MUP-6457 (August 12, 1992)(former BCA's declaration of statutory impasse under Section 9 "for the sole purpose of invoking the mediation-factfinding process . . .is not in and of itself determinative of whether an impasse exists permitting unilateral employer action") (additional citation omitted)..

A determination that the parties were not at an impasse is also supported by the fact that as of September 24, the parties were planning to continue to negotiate and had another meeting scheduled. In addition, the Union, on November 2, 2020, adjusted its proposal – clearly demonstrating that there was a willingness on the part of the Union to continue to bargain. Under all these circumstances, there was no "mutual understanding" that they were at an impasse such that the Commissioners could unilaterally implement their September 24 proposal. See City of Lawrence School Committee, 3 MLC 1309, MUP-2287/2329 (December 7, 1976) (employer obligated to test union's sincerity by resuming negotiations when the union requested a meeting to discuss the single unresolved issue dividing the parties).

On appeal, the Employer contends that the Hearing Officer failed to acknowledge that the elimination of the fireman position was the key issue that the Union was not willing to move on and thus, an impasse existed. In support of its argument that the lack of movement on this critical issue indicates the parties were at an impasse, the Employer cites to Commonwealth of Massachusetts, 25 MLC 201. This case, however, supports a finding of impasse where the parties were bargaining over a single issue and not bargaining over a successor contract.[5] In cases where the parties were bargaining over the terms of a successor agreement, all outstanding issues must be bargained to impasse or resolution. City of New Bedford, 38 MLC 239, 250, MUP-09-5581/5599 (April 2, 2012), aff'd City of New Bedford v. Commonwealth Employment Relations Board, 90 Mass. App. Ct. 1103 (2016) (unpublished opinion). See also Cambridge Health Alliance, 37 MLC 168, 170-171, MUP-08-5162 (March 24, 2011) (holding that employer could not bargain separately over parking fees while negotiating a successor agreement, reasoning that collective bargaining is a dynamic process where parties must bargain to impasse as to the agreement as a whole). The continued insistence by a party on one or more significant issues, without more, does not create an impasse justifying implementation. See Woods Hole, 14 MLC at 1529-1530. And, as stated above, the Union's desire to pursue mediation under Section 9 indicates a willingness to continue bargaining,, albeit with the assistance of a DLR mediator. We reject the Commissioners' argument that the Union's request that the parties file a joint petition for mediation is tantamount to a

[5] In support of its argument, the Employer also cites to American Fed. Of Television and Radio Artists v. NLRB, 395 F.2d 622, 628, fn.13 (D.C. Cir. 1968). We note that the facts in this case do not indicate the parties were at an impasse over a specific issue and that implementation occurred only after the parties had engaged in 27 bargaining sessions as well as mediation.

declaration of impasse that frees the Employer to implement its last offer. Accepting that argument would incentivize employers to race to implement once they know a mediation petition is in the works and would run directly counter to the letter and spirit of the Law, including Section 9's dispute resolution procedures. As such, we affirm the Hearing Officer's determination that the parties were not at an impasse such that the Employer could unilaterally implement its proposals on October 22, 2020.

Exigent Circumstances

The Employer also renews the argument rejected by the Hearing Officer that "exigent circumstances" existed such that it was entitled to implement the offer it made to the Union on September 24, regardless of whether the parties were at impasse. To establish the existence of exigent circumstances, an affirmative defense, the Employer must prove that circumstances beyond its control require the imposition of a deadline for negotiations, the deadline that was imposed was reasonable and necessary, and that the Union was on notice that the change would be implemented on a certain date. City of New Bedford 38 MLC at 251; Town of Plymouth, 26 MLC 220, 223, MUP-1465 (June 7, 2000) (cited by Sec'y of Admin & Fin. v. Commonwealth Employment Relations Board, 483 Mass. 310, 312 (2019)). We review the elements of the economic exigency affirmative defense and the Commissioners' arguments in turn below.

Circumstances Beyond the Commissioners' Control

The Commissioners assert that the Advisory Board's November 19, 2020 meeting date, and the required 14-calendar day posting period, as well as the additional time needed to prepare the required notice for publication, was beyond their control and necessitated implementation on October 22, 2020. However, the meeting date of a

legislative body responsible for funding an agreement does not create "circumstances beyond their control" that would justify the Commissioners' implementation prior to the completion of bargaining. Rather, the failure to reach an agreement on a successor CBA as of the date of the posting of the agenda for the annual meeting, only means that the funding could not be appropriated as of that date and that ta union may have to wait until an additional meeting was scheduled or until the following year's meeting.[6] To hold otherwise, would incentivize employers to manipulate the timing of bargaining sessions and to use the duty to seek funding under Section 7 of the Law in a manner not contemplated by the provision.[7] Further, and consistent with the Hearing Officer's decision, we find that the parties' tentative agreement that any wage settlement would be retroactive lends support to the conclusion that the Advisory Board's meeting date was a goal and not a hard deadline that required the Commissioners to prematurely end bargaining over a successor CBA.

While the Employer asserts that the Hearing Officer erred when he considered the parties' agreement to retroactivity of wages as evidence that the Advisory Board meeting date did not create an economic exigency, there was no evidence, either in the tentative

[6] To the extent the Employer relies on the fact that the Advisory Council only met once a year, we again note that the body's own minutes reflect that it meets once a year or "as needed."

[7] Section 7(b) of the Law requires that the submission of a request for an appropriation to fund a CBA occur within 30 days of execution of a contract but has no relationship to the duty to bargain under Section 10(a)(5), and certainly does not impose any deadlines for the completion of bargaining. See Commissioner of Administration and Finance v. Commonwealth Employment Relations Board, 477 Mass. 92, 100 (2017) (finds that language contained in sections 7(b) and 10(a)(5) "focuses on two distinct moments in time."

agreement or in testimony, that supports the Employer's contention that the agreement on retroactivity meant that wages were only retroactive from the date of the Advisory Board meeting. The language contained in the parties' tentative agreement only stated that wages "will be retroactive should negotiations proceed beyond June 30, 2020" – the date the current CBA was set to expire.[8]

Reasonable and Necessary Deadline

Consistent with the analysis above, we do not find the Advisory Board meeting date was a reasonable and necessary deadline given that it was the date the legislative body was to vote on funding for the County for the fiscal year and did not foreclose the possibility of retroactive funding of any CBA agreed to after the date of the meeting. While the meeting date is appropriate and does not on its own create or require a deadline for completing negotiations, it only affects the date the contract will be funded. As the CERB stated in Cambridge Public Health Commission, "[t]here is a difference between a 'goal' . . . or an 'urgent need to try' and a firm deadline required by external forces." 37 MLC 47, 54, MUP-10-5888 (August 27, 2010). Although the date of the Advisory Board meeting

[8] The Employer also contended that the Hearing Officer incorrectly relied on CBA language that restricts the parties from commencing negotiations more than 60 days prior to its expiration to find that time was not of the essence for concluding negotiations. The Commissioners argue that the phrase "no earlier than sixty (60) calendar days" was a typographical error and should read "no later than." We note that where there was no evidence submitted to establish this fact, the Hearing Officer's reliance on the plain language of the contract to support his conclusion concerning the absence of exigency was not in error.

may not be subject to bargaining, it does not allow the Employer to declare impasse and implement its last offer based on that deadline.[9]

Notification to Union of the Deadline

The Commissioners assert that the Union was well aware of the November 19 date set for the annual meeting of the County Advisory Board. While there is no dispute that the Union knew of the Advisory Board's November 19 meeting date, and the importance of the date with respect to the funding of any wage increases for the coming year, there is no evidence of any mutual understanding that it created a deadline for completing bargaining. There is also no evidence that the Employer ever communicated to the Union that a failure to reach an agreement ahead of the Advisory Board annual meeting would result in it being forced to implement its last offer. When Daly raised the specter of mediation on October 9, a process that could typically take several weeks or months to complete, there is no evidence that Gomes raised the November 19 meeting date as an obstacle to pursuing it.[10]

On appeal, the Commissioners also rely on language contained in the Investigator's letter partially dismissing this charge at the probable cause stage to show the first two elements of the economic exigency defense – that the date was out of their

[9] Also, even if we were to conclude that the Advisory Board's November 19 meeting created a legitimate deadline for bargaining, the Employer has not established that October 22 was a reasonable and necessary implementation date *ahead* of the meeting. M.G.L. c. 35, § 28B requires Advisory Board meetings to be noticed 14 calendar days ahead, and Gomes testified that the newspapers need three business days for the notice to be published, the Commissioners had a few additional days during which they could have engaged in bargaining beyond October 22.

[10] The record reflects that while having to schedule additional or special meetings was not typical and might be inconvenient, nothing prohibits the Advisory Board from holding them.

control and that the meeting date was reasonable and necessary. This reliance is misplaced given that the CERB has consistently declined to treat findings made at the probable cause investigation stage as satisfying a party's burden of proof at hearing. SEIU, Local 888, 43 MLC 243, 245-246, MUPL-16-5631 (May 30, 2017) (and cases cited therein).[11] Thus, we affirm the Hearing Officer's finding that the Commissioners failed to meet the burden of proof to establish their affirmative defense that there were exigent circumstances present to justify its decision to implement its last offer ahead of the Advisory Board meeting, as well as his decision that the Commissioners violated the Law when it implemented its last offer prior to impasse, refused to bargain with the Union on November 7, 2020, and when it refused to participate in mediation.

Remedy

In fashioning a remedy for an unfair labor practice, the traditional approach is to order bargaining and a restoration of the status quo ante until that bargaining is completed – a remedy designed to put the aggrieved party in the position it would have been in but for the unfair labor practice. Where there have been economic benefits conferred to employees as a result of an unfair labor practice, however, the CERB typically declines to order individuals to return the benefit and seeks to avoid remedies that are unjust or would drive a wedge between a union and its bargaining unit members. City of Boston, 9 MLC 1664, 1669, MUP-4926 (February 18, 1983); See also Town of Plymouth, 35 MLC 270, MUP-02-3551 (February 28, 2006) (CERB did not order restoration of status quo

[11] Even if we were to consider the language contained in the Investigator's letter, we note that the Hearing Officer was charged with determining whether the Advisory Board's meeting date resulted in an economic exigency, not whether the mere existence of the date could support a finding of probable cause sufficient to support the inclusion of an additional Section 10 (a)(5) allegation against the Commissioners in the complaint.

ante where the unilateral action had resulted in higher wages for employees). Consistent with this approach, the Hearing Officer did not order the recission of the economic benefits the employees received through the unilateral implementation of the September 24 proposals, including the parties' tentative agreements on economic issues (wage increases for FY21-23, additional compensation for working during COVID-19 building closures, and the Juneteenth holiday). The Hearing Officer, however, did order that Souza, the incumbent in the fireman position at the time of implementation, be made whole for the wages he lost when his position was downgraded to senior custodian. This order is in keeping with CERB case law requiring the restoration of the status quo until bargaining has been completed. Natick School Committee, 11 MLC 1387, 1400, MUP-5157 (February 1, 1985).

On appeal, the Commissioners assert that the Hearing Officer's order requiring Souza to be made whole for the pay difference between his old position as a fireman and his new position as a senior custodian, effectively rewrote the parties' CBA and created a new pay rate on the wage scale for one senior custodian. We disagree that the remedy is a rewriting of the parties' CBA and note that the order here simply restores the status quo and is consistent with longstanding CERB precedent.[12] See School Committee of Newton v. Labor Relations Com'n, 388 Mass. 557, 576 (1983). As such, we affirm the Hearing Officer's remedy in its entirety.

[12] Although the Hearing Officer's remedy does not include an order requiring the Employer to reverse its decision to eliminate the fireman position, we find no error where the remedy puts the employee in the position he would have been in financially, but for the unfair labor practice, pending the completion of bargaining. While the decision to eliminate a position is generally a level of services decision not subject to bargaining, the implementation of it cannot occur until the parties have bargained to resolution or impasse over the impacts.

CONCLUSION

For the foregoing reasons, and those stated in the Hearing Officer's decision, we affirm the Hearing Officer's decision and order in its entirety.

ORDER

WHEREFORE, based on the foregoing, IT IS HEREBY ORDERED that the Commonwealth shall

1. Cease and desist from:

   a. Failing to bargain collectively in good faith by eliminating a bargaining offer for a successor collective bargaining agreement when the parties were not at impasse;

   b. Refusing to participate in DLR mediation;

   c. Refusing to bargain with the Union; and

   d. In any similar manner, interfering with, restraining or coercing employees in the exercise of their rights guaranteed under the Law.

2. Take the following affirmative action that will effectuate the purpose of the Law:

   a. Restore the status quo ante as of October 22, 2020, with the exception of the abolished second class fireman position and the economic benefits contained in the Employer's September 24 offer. The Employer shall maintain these economic benefits resulting from its unlawful implementation pending the conclusion of bargaining.

   b. Upon demand, bargain with the Union to resolution or impasse over the terms and conditions of a successor to the parties' 2017-2020 CBA.

   c. Participate in any scheduled DLR mediation.

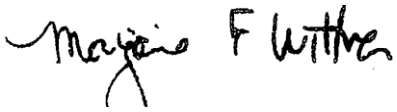
   d. Make bargaining unit member Souza whole for all lost wages that resulted from the unlawful implementation of the Commissioners' September 24 offer, from October 22, 2020, through the date of this Order, plus interest at the rate specified by MGL c. 231, Section 6I, compounded quarterly, up to the date that the Employer complies with this Order. Prospectively, the Commissioners shall, pending the conclusion of bargaining, compensate Souza at the rate he would currently receive but for the Commissioner's unlawful implementation.

e. Post immediately in all conspicuous places where members of the Union's bargaining unit usually congregate, or where notices are usually posted, including electronically if the Commissioners customarily communicates with these members via intranet or email, and display for a period of thirty (30) days thereafter, signed copies of the attached Notice to Employees.

f. Notify the DLR in writing of steps taken to comply with this Order within ten (10) days of receipt.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



MARJORIE F. WITTNER, CHAIR

KELLY B. STRONG, CERB MEMBER

VICTORIA B. CALDWELL, CERB 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.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE
COMMONWEALTH EMPLOYMENT RELATIONS BOARD
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

The Commonwealth Employment Relations Board (CERB) has held that the Bristol County Commissioners (Commissioners) violated Section 10(a)(5), 10(a)(6), and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by implementing their September 24 bargaining offer to the OPEIU, Local 6 (Union) when the parties were not at impasse; refusing to participate in DLR mediation on November 19, 2020; and refusing to bargain with the Union on November 2, 2020.

Section 2 of the Law gives public employees the right to engage in self-organization; to form, join or assist any union; to bargain collectively through representatives of their choosing; to act together for the purpose of collective bargaining or other mutual aid or protection; and to refrain from all the above.

WE WILL NOT fail to bargain in good faith with the Union by implementing bargaining proposals when the parties are not at impasse. We will not refuse to participate in DLR mediation. We will not refuse to bargain with the Union.

WE WILL, upon demand, resume bargaining with the Union over a successor collective bargaining agreement (CBA) to the 2017-2020 CBA, and we will maintain economic benefits resulting from the unlawful implementation pending the conclusion of bargaining. We will join in any DLR-related mediation. We will make bargaining unit member Glen Souza whole for all lost wages that resulted from the unlawful implementation of a successor CBA, and, pending the conclusion of bargaining, compensate him at the rate he would have received but for the unlawful implementation.

_____ _____
For the Commissioners 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, Lafayette City Center, 2 Avenue de Lafayette, Boston, MA 02111 (Telephone: (617) 626-7132).