



COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS  
CHARGE OF PROHIBITED PRACTICE  
M.G.L. c.150E

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

INSTRUCTIONS: Answer all applicable questions. Failing to provide information may result in the dismissal of the charge.

Note: Pursuant to 456 CMR 15.04, the DLR will not issue a complaint unless the charging party has complied with the applicable provisions of M.G.L. c.150E, §§13 and 14.

1. Employer <b>Public Schools of Brookline</b>	2. Representative to contact <b>Elizabeth Valerio, Esq.</b>	4. Telephone Number <b>617-862-2005</b>
3. Address (street and No., city/town, state, and ZIP code) <b>Valerio Dominello &amp; Hillman, LLC, One University Avenue, Suite 300B Westwood, MA 02090</b>		5. Fax Number
6. Employee Organization (if any): <b>Brookline Educators Union</b>	7. Representative to contact <b>Ashley Walter</b>	9. Telephone Number <b>617-878-8286</b>
8. Address (street and No., city/town, state, and ZIP code) <b>Mass. Teachers Assoc., 2 Heritage Dr., Quincy, MA 02171</b>		10. Fax Number <b>617-248-6921</b>

11. This charge is filed against (check one)

☒ Employer ☐ Employee Organization

12. The above named employer or employee organization has engaged or is engaging in a prohibited practice within the meaning of Massachusetts General Law, Chapter 150E, Section(s) (enter all appropriate sections/subsections)

**10(a)1 and 10(a)5**

*Failing to specify an appropriate section/subsection may result in the dismissal of the charge.*

13. Summary of basis of Charge (be specific as to names, dates, addresses, etc.)

**See Attached Summary**

By these and other acts, the party complained of has interfered with, restrained, and/or coerced rights guaranteed by the Law.

14. (a) Is there a collective bargaining agreement that may apply to the conduct that is alleged to have violated the Law? ☐ Yes ☒ No

(b) If you checked "Yes" in question 14(a), please list all of the clauses alleged to apply and attach a copy of each.

(c) Is there a grievance concerning this matter pending? ☐ Yes ☒ No

15. Without limiting your rights to later amend your remedial request, please explain what remedy you seek. Include the amount of any financial remedy to which you claim entitlement.  
 Order to: cease and desist; make a public apology posted on their website, sent to all staff; and read aloud at a School Committee meeting; accept the union's last best offer; bargain in good faith in the future; post violation.

16. Have you attempted to settle this case? ☒ Yes ☐ No  
 If not, why not?

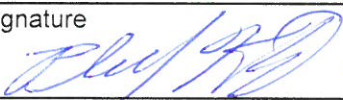
*Note: The DLR may decline to issue a complaint unless reasonable settlement efforts have been made by the charging party. 456 CMR 15.04(1).*

#### INFORMATION ON CHARGING PARTY

17. Name <b>Brookline Educators Union</b>	18. Representative to contact <b>Ashley Walter, Attorney</b>	20. Telephone Number <b>617-878-8286</b>
19. Address (street and No., city/town, state, and ZIP code) <b>MTA, 2 Heritage Drive, Quincy, MA 02171</b>		21. Fax Number <b>617-248-6921</b>
22. The Charging Party is an: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Employee Organization <input type="checkbox"/> Employer		


#### DECLARATION

I have read the above charge of prohibited practice and swear under the pains and penalties of perjury that the information contained in it is true and complete to the best of my knowledge and belief.

Name (print) <b>Philip Katz</b>	Signature 	Title (if any) <b>Field Representative</b>
Address (street and no., city/town, state, and ZIP code) <b>MTA, 2 Heritage Drive, Quincy, MA 02171</b>		Telephone Number <b>781-380-1410</b>

#### CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Charge of Prohibited Practice on the following representative of the opposing party.

Name <b>Elizabeth Valerio, Esq.</b>	Address (street and no., city/town, state, and ZIP code) <b>Valerio Dominello &amp; Hillman, LLC One University Avenue, Suite 300B Westwood, MA 02090</b>	Telephone Number <b>617-862-2005</b>
Method of Service <input type="checkbox"/> In hand <input type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Other (specify): <u>Elizabeth.Valerio@VDHBoston.com</u>		
Signature of Person making Certification 		Telephone Number <b>781-380-1410</b>

### 13. SUMMARY of basis of Charge:

Beginning last Spring, the parties commenced contract negotiations for Units A, B and the Paraprofessional Unit. Negotiations quickly became turbulent and have been marked by:

- the Employer's refusal to negotiate with the Union's team of core and silent bargaining representatives;
- its unwillingness to respond to the Union's last, wages-only proposal for Units A and B on September 9<sup>th</sup>;
- its failure to provide any indication of a serious financial crisis that has only recently been revealed and substantially derailed bargaining; and,
- most recently, an effort to deal directly with union members on matters that are the subject of current contract negotiations.

It is this latest issue that forms the basis of the charge.

At a regularly scheduled School Committee meeting on November 14<sup>th</sup>, the Employer announced that the Committee needed to make \$2.5 million in expenditure reductions to balance the current year's budget (FY2020) and \$3.5 million in expenditure reductions to balance next year's budget (FY2021). The presentation included the Union's last, wages-only proposal from September; a detailed explanation that salaries are the biggest cost drivers; and a list of probable effects of cuts, including increases in class sizes and caseloads, reductions in personnel and the reduction or elimination of program offerings.

Later that night, the Superintendent sent all staff a copy of the same presentation with a letter stating, in part, that "Principals, coordinators, and directors are working together to identify possible cuts at each school and in the central office which they will share with me in early December. In December, staff at each school will review these ideas for cost savings and get a chance to identify additional ideas."

On November 19<sup>th</sup> at 7:16 am, the Union notified the Employer that its request for members' input on budget cuts was inappropriate and that its Representative Council and Negotiation Team unanimously decided that members would not discuss the budget at school meetings.

At 4:00 pm on November 19<sup>th</sup>, the Superintendent sent out further communication to staff, indicating his intent to have at least "five listening sessions open to staff." The Superintendent expressly acknowledged the directive of the Union's Representative Council and Negotiation Team indicating "support [of] the BEU leadership's right to refuse to participate," but stating, "However, I want you to hear directly from me that principals, coordinators and I value your input.....At a time when there are far too few ways to engage and include our staff on key decisions, I want to at least provide this opportunity now." The Superintendent indicated participation was voluntary.

The meetings are underway.

By the actions of the Employer summarized above, the Employer has violated M.G.L. Chapter 150E Sections 10(a) 1 and 10(a)5. It is well established that the duty to bargain collectively with the employees' exclusive bargaining representative prohibits the Employer from dealing directly with parties in the bargaining unit on matters that are properly the subject of negotiations with the bargaining unit's exclusive representative. The clear purpose and effect of the Employer's communication was to erode the Union's status as the exclusive representative. The violation is compounded here by the Employer's refusal to bargain with the Union's silent bargaining representatives (drawn from rank-and-file union members) in a manner that would provide members with just the opportunity the Superintendent seeks to provide here in a manner that comports with good faith bargaining.