

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

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In the Matter of	*	
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BROOKLINE SCHOOL COMMITTEE	*	Case No.: MUP-19-7727
	*	
and	*	Date Issued: June 10, 2020
	*	
BROOKLINE EDUCATORS UNION	*	
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COMPLAINT OF PROHIBITED PRACTICE

On December 4, 2019, the Brookline Educators Union (Union) filed a charge of prohibited practice with the Department of Labor Relations (DLR), alleging that the Brookline School Committee (School Committee) had engaged in prohibited practices within the meaning of Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law). Pursuant to Section 11 of the Law, as amended by Chapter 145 of the Acts of 2007, Section 15.05 of the DLR’s Rules, and the DLR’s Interim Investigation Procedures issued on April 13, 2020, I conducted an investigation of the allegations on May 29, 2020.<sup>1</sup> Based on the evidence presented, I find probable cause to believe that violations occurred. Therefore, this Complaint of Prohibited Practice shall issue, and the parties will be given an opportunity to be heard for the purpose of determining the following allegations:

1. The Town of Brookline (Town) is a public employer within the meaning of Section 1 of the Law.

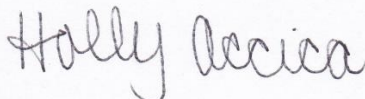
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<sup>1</sup> I conducted the investigation remotely after Governor Baker directed state employees to work from home during the state of emergency.

2. The School Committee is the Town's collective bargaining representative for the purpose of dealing with school employees.
3. The Union is an employee organization within the meaning of Section 1 of the Law.
4. The Union is the exclusive collective bargaining representative for separate bargaining units of professional and paraprofessional employees employed by the School Committee.
5. The School Committee and the Union were parties to a collective bargaining agreement that expired in June 2019, and they subsequently engaged in negotiations for a successor collective bargaining agreement.
6. Interim Superintendent, Ben Lummis (Lummis), hosted a presentation to the School Committee on November 14, 2019 calling for \$2.5 million in reductions to balance the FY2020 budget and noting that salary increases would have a major impact on the budget.
7. On November 14, 2019, Lummis e-mailed a copy of the presentation to the bargaining unit members described in paragraph 4 and included a letter expressing his interest in hearing from them directly about ideas for budget cuts and cost savings.
8. In November and December 2019, school principals hosted approximately five "listening sessions" to receive bargaining unit members' feedback on budget cuts and cost savings.
9. On November 18, 2019, the Union sent an e-mail to the School Committee members, Administrators, and Superintendent Lummis expressing the Union's position that it is inappropriate for the school district to discuss budget cuts with staff while the Union is in negotiations.
10. By email on November 19, 2019, Lummis advised the staff that he was aware of the Union's position but still wanted to give the opportunity for employees to voluntarily share their thoughts, and that the listening sessions would proceed as scheduled.
11. Wages are a mandatory subject of bargaining.
12. By the conduct described in paragraphs 7, 8 and 10, the School Committee has failed to bargain in good faith by bypassing the Union and dealing directly with employees regarding mandatory subjects of bargaining in violation of Section 10(a)(5) of the Law.

13. By the conduct described in paragraphs 7,8 and 10, the School Committee has derivatively interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed under Section 2 of the Law in violation of Section 10(a)(1) of the Law.

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A handwritten signature in cursive script that reads "Holly Accica". The signature is written in black ink on a light-colored background.

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HOLLY ACCICA, ESQ., INVESTIGATOR