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NOTIFY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

**SUPERIOR COURT
CIVIL ACTION
NO. 2184CV01681**

CITY OF CHELESEA

vs.

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION INC., LOCAL 192

**MEMORANDUM OF DECISION AND ORDER ON PLAINTIFF CITY OF
CHELESEA'S MOTION FOR JUDGMENT ON THE PLEADINGS**

On July 26, 2021, the plaintiff, City of Chelsea ("the City"), brought this action against the defendant, the New England Police Benevolent Association Inc., Local 192 ("NEPBA"). The City asserts that an arbitration decision is invalid because it was conducted pursuant to an agreement that is no longer enforceable. The matter is before the Court on the City's motion for judgment on the pleadings (Docket no. 5). The defendant opposes and cross-moves for entry of a judgment confirming the arbitration ruling (Docket no. 7). The Court held a hearing on this matter on January 6, 2022. For the reasons set forth below, the City's motion is **DENIED**, the NEPBA's motion is **ALLOWED**, and the arbitrator's decision is **AFFIRMED**.

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BACKGROUND

Starting in 2009, the City's emergency dispatchers ("Chelsea Dispatchers") were represented for purposes of collective bargaining by the International Brotherhood of Teamsters, Local 25 ("Teamsters Local 25"). The Collective Bargaining Agreement ("CBA") at issue in this case was initially ratified and signed by Teamsters Local 25 and the City with a duration of July 1, 2016 through June 30, 2019.

On January 31, 2019, Chelsea City Solicitor Cheryl Watson Fisher sent an email to Teamsters Local 25 proposing dates to meet for bargaining of a new CBA. Teamsters Local 25 and the City subsequently held negotiations, but did not reach a new agreement.

On January 8, 2020, the NEPBA filed a petition with the Massachusetts Department of Labor Relations (“DLR”) to represent the Chelsea Dispatchers. On the same day, Teamsters Local 25 submitted a letter disclaiming interest in representing the Chelsea Dispatchers to the DLR and sent a copy to the City. Thereafter, the DLR certified NEPBA as the exclusive representative of the Chelsea Dispatchers.

On February 1, 2021, the City disciplined a dispatcher for certain conduct. A week later, the City’s manager held a pre-deprivation hearing to determine whether the discipline was appropriate. The manager concluded it was. NEPBA and City counsel were both present for this hearing.

On February 17, 2021, the City terminated that dispatcher. On March 1, 2021, the NEPBA filed a demand for arbitration and the termination was arbitrated. The arbitrator ultimately determined the City had violated the CBA when it terminated the dispatcher.

DISCUSSION

I. Legal Principles

“[A]rbitration is a matter of contract and cannot therefore be imposed if it is not a part of the bargained-for exchange.” *Watertown v. Watertown Mun. Emps. Ass’n*, 63 Mass. App. Ct. 285, 289 (2005) (internal quotations omitted). Where, as here, a party challenges an arbitrator’s authority to issue an award, “judicial review of the award is independent.” *Somerville v. Somerville Mun. Emps. Ass’n*, 418 Mass. 21, 25 (1994) (internal quotation omitted).

II. Application

The City argues that Teamsters Local 25’s disclaimer of interest automatically voided the CBA and therefore the NEPBA had no authority to enforce the CBA’s arbitration clause.¹ The

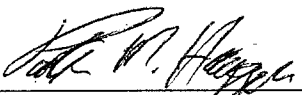
¹ The City concedes that by its own terms the CBA was extended beyond its nominal termination date by the City’s conduct and therefore does not argue that the arbitration was invalid because the CBA had expired.

Court disagrees. The Appeals Court has indicated that a change in union representation does not void a CBA, but rather that the new representative merely “steps into the shoes of its predecessor” for purposes of the CBA. *Watertown*, 63 Mass. App. Ct. at 291. Thus, the CBA remained in effect when the arbitration occurred.

The City attempts to distinguish *Watertown* by observing that the events that were the subject of arbitration in that case arose before the change in representation, as opposed to after, as in the present case. However, this court does not adopt such a narrow reading of that decision. From a public policy and fairness perspective, it would be unfair for an entire group of employees to lose all rights to arbitration under a CBA that would otherwise continue to be enforceable, simply because that group switched their representation. As the City conceded during the oral argument, if that premise were true, theoretically, the City could have initiated termination proceedings against multiple employees of the group during that period and avoided mandatory arbitration. Nothing in *Watertown* suggests that the Appeals Court would permit such a result. See *id.* (new union substitutes for predecessor where “[o]therwise, there would be no way to enforce the contract rights without prejudicing the employee's right to select new representation” and noting “[t]he fact that the new union is not a signatory to the contract is not dispositive”).

ORDER

For the foregoing reasons, it is hereby ordered that the City’s motion is **DENIED**, the NEPBA’s cross motion is **ALLOWED** and the arbitrator’s decision is **AFFIRMED**.


Patrick M. Haggan
Justice of the Superior Court

Dated: January 20, 2022