

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

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In the Matter of	*	
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CITY OF CAMBRIDGE	*	Case No. MUP-18-6930
	*	
and	*	Date Issued: February 15, 2019
	*	
CAMBRIDGE FIRE FIGHTERS	*	
UNION, LOCAL 30	*	
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COMPLAINT OF PROHIBITED PRACTICE

The Cambridge Fire Fighters Union, Local 30 (Union) filed a charge with the Department of Labor Relations (Department) on October 9, 2018, alleging that the City of Cambridge (City) had engaged in prohibited practices within the meaning of Sections 10(a)(1), 10(a)(3) and 10(a)(5) of M.G.L. c.150E (the Law). Pursuant to Section 11 of the Law, as amended by Chapter 145 of the Acts of 2007, and Section 15.05 of the Department's Rules, I conducted an in-person investigation on December 18, 2018, and have found probable cause to believe that violations have 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:

COUNT I

1. The City is a public employer within the meaning of Section 1 of the Law.
2. The Union is an employee organization within the meaning of Section 1 of the Law.
3. The Union is the exclusive bargaining representative for certain fire fighters of the Cambridge Fire Department.

4. Thomas Cahill (Cahill) is an Assistant Fire Chief and an agent of the City.
5. Michael Frances (Frances) is member of the bargaining unit referred to in paragraph 3 and the Union Treasurer.
6. John Magee (Magee) is member of the bargaining unit referred to in paragraph 3 and a Union Executive Board member.
7. Under Article 11 of the parties' collective bargaining agreement, the parties participate in a labor/management Joint Review Committee.
8. In February 2018, the Joint Review Committee verbally agreed to create an After Action Review Committee.
9. The After Action Review Committee was created to review the Fire Department's response to certain fire incidents in the City and to provide a post incident analysis report for on-the-job continuing education and increased employee safety.
10. On or about April 3, 2018, the After Action Review Committee met to review a recent fire and, based on that review, a Training Bulletin was distributed to all members of the Fire Department on May 2, 2018.
11. Between February 2018 and September 2018, the Union filed numerous grievances against the City, including one for Union member Brian Albert (Albert).
12. On or about September 7, 2018, in a meeting with Frances and Magee, Cahill stated that he was discontinuing the After Action Review Committee, referred to in paragraphs 8 & 9, because the Union was too aggressive and filed too many grievances, including the Albert grievance.
13. The Union's activities as described in paragraph 11 constitute concerted, protected activity within the meaning of Section 2 of the Law.
14. The City had knowledge of the Union's concerted, protected activity described in paragraph 11.
15. The City, acting through its agent, Cahill, took the action described in paragraph 12 in retaliation for the Union engaging in the concerted, protected activity described in paragraph 11.
16. By the conduct described in paragraphs 12 and 15, the City has discriminated against the Union for engaging in concerted activity protected by Section 2 of the Law in violation of Section 10(a)(3) of the Law.

17. By the conduct described in paragraphs 12 and 15, the City has derivatively interfered with, coerced and restrained its employees in the exercise of their rights protected by Section 2 of the Law in violation of Section 10(a)(1) of the Law.

COUNT II

18. The allegations contained in paragraphs 1–12 are re-alleged.
19. By Cahill's comments described in paragraph 12, the City has interfered with, coerced and restrained its employees in the exercise of their rights protected by Section 2 of the Law in violation of Section 10(a)(1) of the Law.

COUNT III

20. The allegations contained in paragraphs 1–12 are re-alleged.
21. By the conduct described in paragraphs 8 and 12, the City has repudiated an oral agreement with the Union in violation of Section 10(a)(5) of the Law.
22. By the conduct described in paragraphs 8 and 12, the City has derivatively interfered with, coerced and restrained its employees in the exercise of their rights protected by Section 2 of the Law in violation of Section 10(a)(1) of the Law.

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TIMOTHY HATFIELD, INVESTIGATOR