



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

DO NOT WRITE IN THIS SPACE

Case No.

MUP-24-10526

Date Filed

3/14/2024

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 Town of Marshfield	2. Representative to contact Robert W. Galvin	4. Telephone Number 781-536-2500
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3. Address (street and No., city/town, state, and ZIP code) 870 Moraine Street, Marshfield, MA 02050	5. Fax Number
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6. Employee Organization (if any): Marshfield Firefighters, IAFF Local 2568	7. Representative to contact Hailey Ferguson	9. Telephone Number (949) 315-9367
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8. Address (street and No., city/town, state, and ZIP code) 3 Boulevard Street, Milton, MA 02186	10. Fax Number
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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)

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

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.

Cease and desist and make whole

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

fait accompli

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 Marshfield Firefighters, IAFF Local 2568	18. Representative to contact Hailey Ferguson	20. Telephone Number (949) 315-9367
19. Address (street and No., city/town, state, and ZIP code) 3 Boulevard Street, Milton, MA 02186		21. Fax Number
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) Hailey Ferguson	Signature <i>Hailey Ferguson</i>	Title (if any) Esq.
Address (street and no., city/town, state, and ZIP code) 3 Boulevard Street, Milton, MA 02186		Telephone Number (949) 315-9367

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 Robert W. Galvin	Address (street and no., city/town, state, and ZIP code) 870 Moraine Street, Marshfield, MA 02050	Telephone Number 781-536-2500
Method of Service <input type="checkbox"/> In hand <input type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Other (specify): E-Mail		
Signature of Person making Certification <i>Hailey Ferguson</i>		Telephone Number (949) 315-9367

The Town of Marshfield (“the Town”), specifically the Selectboard (“the Board”), has violated M.G.L. c. 150E § 10(a)(1) by making comments intending to have a chilling effect on the Marshfield Firefighters, IAFF Local 2856 (“the Union”) relationship with any future incoming Fire Chief.

On Monday, March 11, 2024, the Marshfield Selectboard met during open session to consider the contract of the Fire Chief, Jeffrey Simpson. This session concluded with the Board voting unanimously, 3-0, not to renew his contract, effective April 27, 2024. While the Union recognizes the right of the Board to make such a decision, there is evidence that the Board members voted to oust this Chief solely due to a perceived close relationship with the Union. Comments by the Board members during this open session are further evidence that this vote was intended to have a chilling effect on Union activity, specifically any future amicable relationship with future Fire Chiefs or the Town Administration. Members of the Selectboard went so far as to say that the Fire Chief was being controlled by the Union.

The Selectboard offered no specific evidence whatsoever of the Union ever working with Chief Simpson in a manner outside the norms of a professional bargaining relationship. The Union does not have any say in who the Town hires as head of the Department. The Fire Chief is not a member of the bargaining unit. These public statements and the unanimous vote by the board indicate that the Town hopes to exert control the bargaining relationship between the Union and the Town moving forward, and with it the Union’s rights under the Law.

These public comments by members of the Marshfield Selectboard amount to conduct that may reasonably be said to tend to interfere with, restrain, or coerce employees in the free exercise of their rights under M.G.L. c. 150E § 2. Importantly, the motivation nor the effect of such comments are at issue in this analysis, merely the objective impacts of the employer’s conduct on a reasonable employee.

It is unquestionable that the Selectboard’s comments in open session and the resulting ouster of a Fire Chief that they decided, without evidence, was being strongarmed by the Union, amount to coercive action under the Law.