

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT

SUFFOLK, SS

Civil Action No.

22-0001H

BOSTON POLICE SUPERIOR OFFICERS)
FEDERATION; BOSTON POLICE DETECTIVES)
BENEVOLENT SOCIETY; and BOSTON)
FIREFIGHTERS UNION, LOCAL 718,)
INTERNATIONAL ASSOCIATION OF FIRE)
FIGHTERS, AFL-CIO,)

Plaintiffs,)

v.)

MICHELLE WU, in Her Official Capacity as)
Mayor of the City of Boston; and)
CITY OF BOSTON,)

Defendants.)

MICHAEL JOSEPH DONOHUE
CLERK / MAGISTRATE

2021 JAN - 31 A 10:38

SUFFOLK SUPERIOR COURT
CIVIL CLERK'S OFFICE

**VERIFIED COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF, AND SHORT ORDER OF NOTICE**

The Plaintiffs, Boston Police Superior Officers Federation (“Federation”); Boston Police Detectives Benevolent Society (“BPDBS”); and Boston Firefighters Union, Local 718, International Association of Fire Fighters, AFL-CIO (“Local 718”) (collectively, “Plaintiffs” or “Unions”) hereby file this Verified Complaint and attached memorandum of law for declaratory and injunctive relief, pursuant to G.L. c. 231, §1 and/or G.L. c. 150C, to enjoin Defendants Mayor Michelle Wu and the City of Boston from implementing a unilaterally-revised COVID-19 policy, mandating vaccination as a condition of employment, that not only violates Memoranda of Agreements (MOAs) executed by current and former administrations but will, if not enjoined, significantly reduce understaffed public safety agencies that are necessary to address public health response to the ongoing pandemic, will overburden exhausted work forces, and will significantly reduce the testing of employees at a time when testing should be increased if not maintained.

Plaintiffs seek a declaration that the revised policy violates negotiated MOAs and/or legal obligations to negotiate changes to impasse or resolution about the decision to change the policy and the impacts of revised policy prior to implementation. Plaintiffs seek that Defendants be enjoined from implementing a change that will result in irreparable harm to Plaintiff Unions, and their members, including the overwhelming majority (ranging from 75-85 percent) who are vaccinated.

This is not an action that questions the existence or severity of the ongoing pandemic or the validity or science of federally approved vaccines. This is not an action challenging the revised policy under state or federal civil rights laws or Constitutions.

PARTIES

1. The Boston Police Superior Officers Federation (the "Federation") is an employee organization within the meaning of G.L. c. 150E, § 1, with a principal place of business of 13 Clover Street, Suite 1, Dorchester, MA 02122. The Federation is the exclusive bargaining representative of sworn sergeants, lieutenants, and captains in the Boston Police Department, excluding those rated as detectives. There are approximately 250 sworn supervisors in the Federation bargaining unit.
2. The Boston Police Detectives Benevolent Society ("BPDBS" or the "Detectives") is an employee organization within the meaning of G.L. c. 150E, § 1, with a principal place of business of 434 Hyde Park Ave, Boston, MA 02131. BPDBS the exclusive bargaining representative of three different units of Police Department employees: patrol detectives; detective superiors; and civilians assigned to the forensic unit (aka "criminalists").
3. Boston Firefighters Union, Local 718, International Association of Fire Fighters, AFL-CIO ("Local 718") is an employee organization within the meaning of G.L. c. 150E, § 1, with a principal place of business of 55 Hallet St., Boston, MA 02122. Local 718 is the exclusive bargaining representative of two bargaining units: (1) all uniformed employees of the City's Fire Department (excluding the Chief, and Deputy and District Chiefs), all members of the Fire Alarm Division of said Fire Department (excluding the Superintendent of Fire Alarm), and the position of Chemist; and (2) all District and Deputy Chiefs of the Fire Department. The Fire Department employs approximately 1,500 uniformed employees.
4. The Defendant City of Boston (the "City") is a public employer within the meaning of G.L. c. 150E, §1, with a principal place of business at Boston City Hall, Boston, MA 02201.
5. Michele Wu is the Mayor of the City of Boston and is a public employer within the meaning of G.L. c. 150E, § 1, with a principal place of business at Boston City Hall, Boston, MA 02201.

JURISDICTION & VENUE

6. The Court has original and statutory jurisdiction over the subject matter of this action by virtue of G.L. c 212, §4, G.L. c. 214, §1, and G.L.c.150C. The relief is authorized by G.L. c. 231A, §§1 et. seq. and G.L. c. 214.

7. Venue is appropriate in this Court, pursuant to G.L.c. 223, §1, in that the Plaintiffs and Defendants are in Suffolk County and that is their usual place of business.

FACTS

8. The collective bargaining agreements with the sworn police and fire unions expired June 2020 and 2021 respectively. Since that time, the City has met only once with the Federation to discuss a successor agreement, has met only once with the BPDBS to discuss a successor agreement for the detective superiors bargaining unit, but has not met at all with BPDBS regarding the Detectives' other bargaining units, and has not met at all with Local 718 at all.
9. To be hired as a police officer or fire fighter for the City of Boston, candidates must compete in a Civil Service examination held every two years and then submit to a background investigation and examination, including physical and mental, that can take several months.
10. Once hired, police officer recruits must successfully complete a 29-week program at the Boston Police Academy before they can be assigned with the authority and equipment of a police officer.
11. Fire fighters must successfully complete a 5-month program at the Boston Fire Academy before they can perform firefighting duties.
12. The Boston Public Health Commission ("BPHC" or the "Commission") maintains a COVID-19 Dashboard that tracks metrics related to the pandemic (<https://analytics.boston.gov/app/boston-covid>). The BPHC reviews several metrics; Daily Number of Positive Tests; Daily Percent of Tests That Are Positive; and Daily COVID-19 Emergency Department Visits to Boston Hospitals. The BPHC recently added: COVID-19 Current Community Molecular Tests Performed; Percentage of Available Adult ICU and Adult Medical/Surgical Beds; and Percentage of Non-Surge Adult ICU Beds Occupied.
13. Each metric, in addition to a goal, has a threshold, which is defined as "a level where citywide policy actions *may be* needed to address the COVID activity." <https://analytics.boston.gov/app/boston-covid> (emphasis added) (last accessed December 27, 2021).
14. A major metric includes Daily Percent of Tests That Are Positive, which the BPHC site examines in terms of total tests, total positive tests, and rates of positivity. These numbers are provided as Current Community Positivity and Current All-Boston Positivity.¹ *Id.* The difference between the two is based upon college-ordered tests. The BPHC site states: "Boston's colleges and universities are conducting a large

¹ The numbers typically are based upon a moving or trailing seven-day average.

amount of recurring testing to ensure that they are able to identify any COVID-19 cases early.” The Community Positivity rate excludes college-ordered tests, whereas the All-Boston does not. The BPHC “threshold” for positive rates is 5 percent. The rates are based upon a rolling seven-day average.

15. Since the onset of the ongoing pandemic in March 2020, police supervisors, detectives and firefighters have continued to report to regular schedules of work.
16. Public safety employees were deemed essential workers and emergency responders exempt from business closures and stay-at-home advisories. Many non-public safety employees were permitted to work and/or worked reduced hours without any loss of pay.
17. Most Boston public safety employees have not been allowed to work remotely during the pandemic.
18. Both the Boston Police Department and the Boston Fire Departments lack sufficient sworn officers to fulfill minimum staffing requirements without overtime.
19. The Police Department has estimated that it is 400-500 officers below necessary levels. <https://www.bostonherald.com/2020/07/28/boston-police-overtime-driven-by-short-staffing-absences-cops-say/> (last accessed December 27, 2021).
20. Practically all three shifts in all twelve Boston police stations and both shifts in all thirty-four fire stations have vacancies that must be filled in order to maintain minimum staffing requirements necessary to meet public safety needs.
21. These vacancies first are offered to volunteers within the respective classifications.
22. If an officer does not volunteer to fill the vacancy, then the Police Commissioner forces an officer to work that shift to maintain minimum staffing.
23. Similarly, if a firefighter does not volunteer to fill the vacancy, then the Fire Commissioner forces a firefighter to work that shift to maintain minimum staffing.
24. While scheduled for eight-hour shifts, police officers can be forced to work 16-hour days or more.
25. While scheduled for shifts of 24-hour shifts, firefighters can be forced to work thirty-four hours or more.
26. In addition, the Police Commissioner regularly forces officers to work in response to public safety emergencies and exigencies, such as large-scale public events and protests. The Police Commissioner regularly cancels scheduled days off and approved leave to staff these events. It is not unheard of for the Police Commissioner to force officers to work 24 consecutive hours or more.

27. Testing for coronavirus started becoming available in April 2020. The City's essential workers were not required to submit to testing at all or on any regular basis as a condition of employment.
28. When the coronavirus vaccines first became available in January 2021, public safety officers were prioritized. The City did not require, or even propose requiring, that officers or fire fighters receive vaccination or testing as a condition of employment. At that time, the Community positivity rate was 8.6 percent and the All-Boston rate was 7.1 percent.²
29. By early August 2021, nearly all candidates for Boston mayor urged Acting Mayor Kim Janey to impose a vaccination requirement on City employees.
30. Janey, who also ran for Mayor, announced on or about August 12, 2021, a Policy entitled Vaccine Verification or Required Testing for COVID-19, which required all City employees to verify vaccination status by September 2021 or to submit weekly negative tests as a condition of employment. (**Attachment 1, Letter; Attachment 2, Policy**).
31. As of August 12, 2021, the 7-day average was 3.5 percent for Community and 2.5 percent for All-Boston. For the week ending August 10, 2021, 60.4 percent of Boston residents were fully vaccinated.³
32. On October 7, 2021, Local 718 executed a memorandum of agreement with the City ("Local 718 MOA"), which provided in part:

The Union agrees to accept the August 30, 2021 Policy and referenced forms, COVID Vaccination Verification Form and Negative COVID Test Verification Form, in which all covered employees of the City shall be required to verify their vaccination status; and any employee who does not verify that they are fully vaccinated will be required to submit proof every seven (7) calendar days of a negative COVID-19 screening test. The Union further agrees that the City has satisfied all of its bargaining obligations under M.G.L. c. 150E associated with implementation of the Policy.

² All rates reflect rates posted on BPHC's COVID-19 Dashboard, <https://analytics.boston.gov/app/boston-covid> last accessed December 30, 2021). In particular, the COVID-19 Test Positivity interactive charge under the COVID-19 Metrics tab.

³ The BPHC reports vaccination percentages on a weekly basis of Boston residents of all ages, even though not all residents are eligible to receive the vaccine. <https://www.bphc.org/whatwedo/infectious-diseases/Infectious-Diseases-A-to-Z/covid-19/covid-19-vaccine/Pages/COVID-19-Weekly-Report.aspx> (last accessed December 30, 2021).

COVID-19 Sick Leave: The Parties agree that upon execution of this Agreement, the City shall re-establish a balance of four (4) tours (not to exceed 96 hours) of COVID-19 sick leave, as provided for in the City's Temporary COVID-19 Leave Benefits and the Boston Fire Department COVID-19 Supplemental Leave Policy, for each Union employee (this Agreement does not provide for a COVID-19 sick leave balance in excess of four (4) tours/96 hours of COVID-19 sick leave as currently provided for in the City's Temporary COVID-19 Leave Benefits and Boston Fire Department COVID-19 Supplemental Leave Policy). Further, the Parties agree that on the anniversary of the effective date of the Policy, and annually thereafter, the City shall re-establish a balance of four (4) tours (not to exceed 96 hours) of COVID-19 sick leave for each Union employee for each year that the Policy remains in effect (this Agreement does not provide for a COVID-19 sick leave balance in excess of four (4) tours/96 hours of COVID-19 sick leave as currently provided for in the City's Temporary COVID-19 Leave Benefits and Boston Fire Department COVID-19 Supplemental Leave Policy).

Expiring June 30, 2022, Union employees who: (1) are fully vaccinated, or who have a documented and approved medical or religious accommodation and are in compliance with submitting weekly negative COVID-19 tests; (2) exhausted the four (4) tours of COVID-19 Leave referenced in paragraph 2; and (3) test positive for COVID-19, may receive up to four (4) tours (not to exceed 96 hours) if they provide signed medical documentation from any qualified individual at a medical provider's office including but not limited to a physician's assistant, nurse, or physician that they are COVID-19 positive.

In-station Testing: Due to the unique operational needs of the bargaining unit, the City shall make in-station antigen testing available to Union employees subject to the City's good faith ability to procure the test and at the continued discretion of the Fire Commissioner. The City will promptly notify the Union of any procurement problems.

Local 718 MOA. (Attachment 3.)

33. The Local 718 MOA was executed October 7, 2021, at which time the Community positivity rate was 2.6 percent and the All-Boston was 0.8 percent. Approximately 65 percent of Boston residents were fully vaccinated as of that time.
34. On November 2, 2021, Michelle Wu was elected Mayor of Boston and assumed the office on November 16, 2021.
35. On November 4, 2021, the Occupational Safety and Health Administration of the U.S. Department of Labor, headed by former Boston Mayor Marty Walsh, announced a new Emergency Temporary Standard, also known as the Biden Rule. The Biden Rule requires covered employers to develop, implement and enforce a mandatory COVID-19 vaccination policy, unless they adopt a policy requiring employees to

choose to either be vaccinated or undergo regular COVID-19 testing and wear a face covering at work. The Biden Rule applies to private sector employers and not to the City.

36. On December 7, 2021, the City executed a memorandum of agreement with the Federation (the "Federation MOA") about the City COVID policy, which states, in relevant part:

Vaccine Verification or Required Testing for COVID-19: The Union agrees to accept the Policy in which all covered employees of the City shall be required to verify their vaccination status; and any employee who does not verify that they are fully vaccinated will be required to submit proof every seven (7) calendar days of a negative COVID-19 screening test. The Union further agrees that the City has satisfied all of its bargaining obligations under M.G.L. c. 150E associated with implementation of the Policy. Vaccines and testing are offered free of charge to employees at three identified City-operated sites open at various times and locations specifically for City of Boston employees.

COVID-19 Sick Leave:

(a) The Parties agree that upon execution of this Agreement, the City shall re-establish a balance of ten (10) workdays (not to exceed 80 hours) of COVID-19 sick leave, as provided for in the City's Coronavirus Emergency Sick Leave Policy, for each Union employee (this Agreement does not provide for a COVID-19 sick leave balance in excess of ten (10) workdays/80 hours of COVID-19 sick leave as currently provided for in the City's Coronavirus Emergency Sick Leave Policy). Further, the Parties agree that on the anniversary of the effective date of the Policy, and annually thereafter, the City shall re-establish a balance of ten (10) workdays (not to exceed 80 hours) of COVID-19 sick leave for each Union employee for each year that the Policy remains in effect (this Agreement does not provide for a COVID-19 sick leave balance in excess of ten (10) workdays/80 hours of COVID-19 sick leave as currently provided for in the City's Coronavirus Emergency Sick Leave Policy).

(b) Expiring June 30, 2022, Union employees who: (1) are fully vaccinated, or who have a documented and approved medical or religious accommodation and are in compliance with submitting weekly negative COVID-19 tests; (2) exhausted the 10 days of COVID-19 Leave referenced in paragraph 2(a) above; and (3) test positive for COVID-19, may receive up to ten (10) additional workdays (not to exceed 80 hours) if they provide signed medical documentation that they are COVID-19 positive.

In-station Testing: Subject to the City's good faith ability to procure the tests and at the continued discretion of the Commissioner, the City shall make in-station antigen testing available to Union employees on the "Last Half Shift" and Duty Supervisors who are required to submit test results under the Policy and who

demonstrate an inability to obtain necessary testing despite reasonable efforts to do so. At the discretion of the Commissioner, and subject to availability, tests may also be made available to other Union employees who are required to submit test results under the Policy and who demonstrate an inability to obtain necessary testing despite reasonable efforts to do so.

...

Severability: If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

Federation MOA (Attachment 4).

37. On December 7, the Community Positivity rate was 6.7 percent and All-Boston rate was 2.3 percent.
38. Between mid-August and December 17, the BPDBS met about the COVID-19 policy with representatives of the Janey and Wu administrations. The parties have not yet signed an agreement for any of the three BPDBS bargaining units, and a further bargaining session was scheduled for January 5, 2022.
39. On December 17, 2021, the City's Interim Director of Labor Relations, Tammy Pust, notified a representative of a City labor organization that the City planned to impose a vaccination mandate for all employees as of January 15, 2022 without a testing option.
40. Data available to the City on December 17 showed that approximately 68.4 percent of Boston residents were fully vaccinated, the Community positive rate was 6.7 percent, and the All-Boston rate was 2.7 percent.
41. On December 18, a Saturday, Mayor Wu left a message on the Federation voicemail about the policy change instead of calling the cell phone of President Jeanne Carroll, which number is known to City officials.
42. On December 18, a Saturday, Mayor Wu contacted BPDBS President Donald Caisey via cell phone and informed him of her policy change.
43. On December 19, a Sunday, Interim OLR Director Tammy Pust called Local 718 President John Soares on his cell phone about Mayor Wu's policy change.
44. On December 20, Mayor Wu announced a policy for all City employees to be in the process of being fully vaccinated:

Although over 75% of the City's population over age 12 is fully vaccinated, there is clear evidence that COVID-19 continues to cause serious harm to the public health of the City of Boston. As of December 14, 2021, the positive test rate in Boston reached 6.7%, up from a low of 0.4% in late June 2021 and above the 5% threshold of concern tracked by the Boston Public Health Commission (BPHC). Only a week earlier, the percentage of occupied adult non-surge ICU beds reached 94.8%, approaching BPHC's 95% threshold of concern.

Wu Letter (Attachment 5(a) and (b))

45. Mayor Wu's letter to the Federation reported that 43 sworn supervisors did not verify being fully vaccinated, which means at least 83 percent of sworn supervisors are vaccinated.
46. Mayor Wu's letter to Local 718 reported that 353 firefighters did not verify being fully vaccinated, which means that at least 77 percent of firefighters are vaccinated.
47. In a response to an information request from the BPDBS, the City reported that 46 members of the BPDBS did not verify being fully vaccinated. That means that at least 89 percent of employees represented by BPDBS are vaccinated.
48. The COVID-19 Policy attached to the letter, (**Attachment 6**) entitled Vaccination Verification Requirement states:

The Vaccination policy is effective as of August 12, 2021 and was amended on August 30, 2021 and December 20, 2021. The amendments made on December 20, 2021 become effective on January 15, 2022; until that time the pre-December 20,2021 version of the policy remains in full force and effect.
49. On December 22, the Federation demanded that the City adhere to the existing MOA and meet to discuss the City's bargaining obligations.
50. On December 22, Local 718 President Soares contacted Mayor Wu and asked her to consider a continuation of the in-station testing program for public safety because it had been working well, to which she replied, "Sorry, John, but I cannot," without further explanation.
51. On December 22, the BPDBS requested that the City cease and desist from further unilateral changes to the testing policy, to restore the *status quo ante*, and to raise any new policy issues during the bargaining session scheduled for January 5, 2022.
52. Neither the Fire Commissioner nor the Police Commissioner exercised their discretion to terminate in-station testing, and the City has not notified the Unions of any testing procurement problems.

53. On December 23, the Federation, the Detectives, and Local 718 each filed prohibited practice charges against the City with the state Department of Labor Relations alleging violations of Chapter 150E, § 10(a)(1) and (5).
54. On December 24, the Federation filed a grievance regarding the City's announced plan as violating the Federation MOA.
55. On that same day, the Centers for Disease Control issued revised guidance to address Crisis Capacity Strategies to Mitigate Staffing Shortages that allows asymptomatic health care professionals who "1) had a higher-risk exposure to SARS-CoV-2 and 2) are not known to be infected with SARS-CoV-2 and 3) have not received all COVID-19 vaccine doses, including booster dose, as recommended by CDC, to continue to work onsite throughout their 14-day post-exposure period without testing." <https://www.cdc.gov/coronavirus/2019-ncov/hcp/mitigating-staff-shortages.html> (last accessed December 27, 2021).
56. Approximately 100 recruits are expected to graduate from the Boston Police Academy in January. The recruits will be required to complete 30 days of field training and a one-year probationary period.
57. A class of 84 recruits are expected start the Boston Fire Academy in 2022. They will then be required to complete a one-year probationary period.
58. Currently, 67 sworn officers and 12 firefighters are scheduled to retire in January.
59. On December 30, the City finally responded to the Federation, offering to meet on January 7 or 10, more than three weeks after the Revised Policy was announced and about one week before the vaccination deadline required by the Policy.

CLAIMS FOR RELIEF

**COUNT I –
BREACH OF CONTRACT AND/OR
MOTION TO COMPEL ARBITRATION, G.L.c. 150C**

60. Defendants violated negotiated Memoranda of Agreement with Plaintiffs Federation and Local 718, under which both parties were performing, by removing the option for employees to submit weekly proof of negative tests for coronavirus without being required to submit proof of full vaccination. This unilateral change has resulted in harm to Plaintiff Unions and their members because they face termination, increased workloads and/or diminished bargaining rights.

**COUNT II –
DECLARATORY RELIEF**

61. An actual controversy exists between the parties in that Mayor Wu and the City of Boston violated Memoranda of Agreement and/or G.L. Chapter 150E by unilaterally imposing changes in mandatory subjects without first giving Plaintiffs an opportunity to bargain to impasse or resolution about the decision to change the Policy and/or about the impacts of that decision. A binding declaration about the terms of the MOA and/or the rights and obligations under Chapter 150E is necessary to settle the existing controversy and allow for resolution of this dispute before the Department of Labor Relations, Joint Labor Management Committee, arbitrator(s) and/or the Court as the law requires.

**COUNT III –
INJUNCTIVE RELIEF IN AID OF CIVIL ACTION,
ARBITRATION AND/OR ADMINISTRATIVE PROCESS**

62. Unless the Defendants are enjoined on the terms set forth in the Plaintiffs' request for relief, the Plaintiffs lack any adequate administrative remedy. The Department of Labor Relations cannot retroactively undo foreseeable, immediate harm to Plaintiffs and their members that would result from the impacts of vaccinations, potential side effects, and a policy that would subject employees to discipline up to and including decertification and termination for failure to comply with a policy that violates existing MOA and/or collective bargaining obligations of the Defendants.
63. Any remedy provided through arbitration or the Department of Labor Relations would be a hollow formality. Only injunctive relief can prevent irreparable harm and ensure that limited remedies of an administrative agency, arbitrator or the Court are adequate.
64. Plaintiffs are therefore entitled to an order compelling the Defendants to participate in judicial, administrative and/or arbitral process to determine whether the new Policy violates MOAs and/or Chapter 150E.

WHEREFORE, Plaintiffs pray that this Honorable Court:

1. Issue a short order of notice requiring that Defendants appear and show cause why the following relief sought herein should not be granted:
 - a. Order the Defendants to proceed to hearing in appropriate forum on the breach of contract claims asserted by the Federation and Local 718.
 - b. Order the Defendants to proceed to hearing in the Department of Labor Relations on the charges of prohibited practices filed by Plaintiffs to determine and resolve the dispute over the unlawful conduct of the Defendants as alleged by Plaintiffs.

- c. Order the Defendants to fulfill all collective bargaining obligations under Chapter 150E prior to implementing the vaccination requirement as to bargaining unit members.
2. Enter a Temporary Restraining Order prohibiting the Defendants and their agents, attorneys and those acting pursuant to their authority from implementing the revised vaccination mandate pending a hearing on request for Preliminary Injunctive Relief; and
3. Enter such other and further orders as the Court deems necessary and just.

Respectfully submitted,

BOSTON POLICE SUPERIOR OFFICERS
FEDERATION,

/s/ Patrick Bryant

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BOSTON POLICE DETECTIVES BENEVOLENT
SOCIETY,

/s/ Scott Dunlap

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BOSTON FIRE FIGHTERS UNION, LOCAL 718,
INTERNATIONAL ASSOCIATION OF FIRE
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/s/ Leah Marie Barrault

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Date: December 30, 2021

VERIFICATIONS

Jeanne Carroll, President of the Federation hereby certifies and verifies that he has read the above Complaint, that the information contained therein is true and accurate as to allegations pertaining to the Federation bargaining unit.

Signed under the pains and penalties of perjury, this 30th day of December, 2021.

/s/ Jeanne Carroll

Donald Caisey, President of the BPDDBS hereby certifies and verifies that she has read the above Complaint, that the information contained therein is true and accurate as to allegations pertaining to the BPDDBS bargaining unit.

Signed under the pains and penalties of perjury, this 30th day of December, 2021.

/s/ Donald Caisey

John Soares, President of Local 718 hereby certifies and verifies that he has read the above Complaint, that the information contained therein is true and accurate as to allegations pertaining to the Local 718 bargaining unit.

Signed under the pains and penalties of perjury, this 30th day of December, 2021.

/s/ John Soares
