

**HOUSE . . . . . No. 02492**

---

The Commonwealth of Massachusetts

PRESENTED BY:

*Daniel Winslow*

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying bill:

An Act relative to management rights of public employees.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Daniel Winslow</i>	<i>9th Norfolk</i>
<i>Ryan Fattman</i>	<i>18th Worcester</i>
<i>Sheila Harrington</i>	<i>1st Middlesex</i>
<i>Robert L. Hedlund</i>	<i>Plymouth and Norfolk</i>
<i>Bradley H. Jones, Jr.</i>	<i>20th Middlesex</i>
<i>Steven L. Levy</i>	<i>4th Middlesex</i>
<i>Elizabeth Poirier</i>	<i>14th Bristol</i>

# HOUSE . . . . . No. 02492

By Mr. Winslow of Norfolk, a petition (accompanied by bill, House, No. 2492) of Poirier and others relative to collective bargaining and management rights of public employees Joint Committee on Public Service.

## The Commonwealth of Massachusetts

In the Year Two Thousand Eleven

An Act relative to management rights of public employees.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

- 1 Section 1. Chapter 150E of the General Laws, as appearing in the 2008 Official Edition, is
- 2 hereby amended by inserting at the end thereof the following new section: -
  
- 3 Section 16. Notwithstanding any general or special law to the contrary, a public employer shall
- 4 have no authority to bargain collectively and shall have no authority to enter into collective
- 5 bargaining agreements with respect to matters of inherent management right which shall include
- 6 the right:
  
- 7 (i) to direct, appoint, and employ officers, agents and employees and to determine the standards
- 8 therefor;
  
- 9 (ii) to discharge or terminate employees subject to the provisions of clauses (a) and (b). (a) No
- 10 such action to discharge or terminate shall be sustained if, in a proceeding invoked in accordance
- 11 with the provisions of clause (b), the employee shall establish by a preponderance of the

12 evidence that it was based upon race, sex, color, religion, creed, sexual orientation, age, national  
13 origin, handicapping condition, marital status, or political affiliation, or activities or union  
14 activities or union organizing of the employees; a reprisal against the employee for disclosure of  
15 information by an employee which the employee reasonably believes evidences a violation of  
16 any law, rule or regulation or mismanagement, a gross waste of funds, or abuse of authority; a  
17 reprisal against any employee for the refusal of any person to engage in political activity. (b) The  
18 parties may include in any written agreement a grievance procedure culminating in final and  
19 binding arbitration which may be invoked in the event any employee is aggrieved by any action  
20 taken to so discharge or terminate employees;

21 (iii) to plan and determine the levels of service provided by the employer;

22 (iv) to direct, supervise, control, and evaluate the departments, units, or programs; to classify the  
23 various positions and ascribe duties and standards of productivity therefor;

24 (v) to develop and determine levels of staffing and training; provided, however, that to the extent  
25 that levels of staffing and training have an impact on the safety of employees the determination,  
26 development and implementation of such levels of staffing and training shall not constitute a  
27 matter of inherent management right and the public employer shall have the authority to bargain  
28 collectively on such subjects with labor organizations representing employees; and provided  
29 further, that such public employer and labor organizations may include in any written agreement  
30 a grievance procedure culminating in final and binding arbitration before a neutral arbitrator  
31 which may be invoked in the event that an employee to whom such agreement applies is  
32 aggrieved by actions taken by management respect with to the development, determination or

33 implementation of levels of staffing and training which have an impact on the safety of  
34 employees;

35 (vi) to determine whether goods or services should be made, leased, contracted for, or purchased  
36 on either a temporary or permanent basis;

37 (vii) to assign and apportion overtime;

38 (viii) to hire part-time employees;

39 (ix) to require random urine testing to assure that employees are free from alcohol and illicit  
40 drugs during working hours; provided that all members of management shall be subject to the  
41 same provisions.

42 The public employer is hereby prohibited from bargaining collectively or entering into any  
43 agreement to make pension benefit payments to its employees that are determined in a manner  
44 that includes the amount of overtime earnings of said employees.

45 The public employer is hereby prohibited from bargaining collectively or entering into a contract  
46 which provides for automatic cost-of-living salary adjustments which are based on changes in  
47 the consumer price index or other similar adjustments unless specifically authorized by law.