

**COMMONWEALTH OF MASSACHUSETTS**

**MIDDLESEX, ss.**

**SUPERIOR COURT  
Civil Action No.  
2381CV288**

**COMMONWEALTH EMPLOYMENT RELATIONS BOARD**

**vs.**

**WOBURN TEACHERS' ASSOCIATION AND BARBARA LOCKE, In Her Official  
Capacity As President Of THE WOBURN TEACHERS ASSOCIATION**

**DECISION AND ORDER ON PLAINTIFF'S MOTION FOR PRELIMINARY  
INJUNCTION**

The Commonwealth Employment Relations Board (“Board”) filed a Verified Complaint today, January 30, 2023, against the Woburn Teachers Association seeking an injunction to enforce its *Ruling on Strike Petition and Interim Order* issued on Friday January 28, 2023 at 7:00 p.m. (See Exhibit 1 to Board’s Verified Complaint). The Woburn School Committee (“School Committee”) filed a motion to intervene which was allowed by the court. The Woburn Teachers Association (“WTA”) filed an Opposition to the motion for injunction. The parties appeared before the court this afternoon for hearing.

The Defendant agrees that M.G.L. c. 150E §9A prohibits public employees and their unions from inducing, encouraging or condoning a strike. But contends that the Order issued by the Department of Labor Relations (“DLR”) requiring the WTA to disavow support for a strike vote raises a “prior restraint” First Amendment objection. The Supreme Judicial Court disagrees. See Labor Relations Commission v. Fall River Educators’ Association, 382 Mass. 465, 473 (1981). See also Commonwealth Employment Labor Relations Board v. Boston Teachers Union, Local 66, AFT, AFL-CIO, 74 Mass. App. Ct. 500, 506 (2009) (requiring teacher’s union to disavow prior statements supporting a strike did not impose a judicial restraint). Accordingly, Plaintiffs have satisfied the requirement of a likelihood of success on

the merits. They have further shown that the students in the district will suffer harm if they cannot attend school as scheduled.

After review of all the documents filed by the parties and oral argument, the motion for preliminary injunction is **ALLOWED**, subject to the modifications set forth below. Defendants are restrained from failing to comply with the DLR's Order issued on January 28, 2023 subject to the modifications set out below.

1. The WTA and its officers and employees it represents, and Locke, in her official capacity, shall immediately cease and desist from engaging or threatening to engage in a strike or work stoppage, slow down or other withholding of services and shall immediately return to their assigned work locations on January 31, 2023.
2. The WTA and its officers and employees it represents, and Locke, in her official capacity, shall immediately cease and desist from inducing, encouraging, or condoning any strike, or work stoppage, slow down or other withholding of services, either directly or through surrogates. The WTA shall not permit its officers to encourage, condone, or induce any strike, work stoppage, slowdown or other withholding of services.
3. The WTA and its officers and employees it represents, and Locke, in her official capacity, shall publicly state no later than 11:00 p.m. on January 30, 2023 that (1) the strike is cancelled and there will be no strike action; and (2) planning inducing, encouraging and condoning a strike, work stoppage, slowdown or other withholding of services is prohibited by M.G.L. c. 150E §9A and must cease and its members must return to work immediately. The WTA and Locke in her official capacity shall notify all employees the WTA represents of said statements immediately upon receipt of the Court's Order, using all of its usual means of communicating with its

bargaining unit members, including but not limited to any social media regularly used to communicate with its membership.

4. The WTA and its officers and Locke, in her official capacity, shall notify the DLR in writing of the steps taken to comply with this Order no later than Tuesday January 31, 2023 at 10:00 a.m.
5. The WTA and the School Committee shall continue negotiations to resolution or impasse over the issues that separate them and utilize the procedures for resolving disputes provided in their collective bargaining agreements and M.G.L. c. 150E.
6. The WTA and the School Committee shall bargain in good faith for a successor collective bargaining agreement and participate in mediation before a mediator assigned by the DLR to bargain over the issues that separate them. The parties participating in mediation ordered by the CERB shall not affect their rights under Section 9 of the Law.
7. The WTA and its officers and Locke, in her official capacity, shall appear as required by the Board for a proceeding to determine compliance with this Order and the Board's interim order.
8. This Order is effective immediately when received by the parties, although it may not appear on the court's docket until January 31, 2023.

**SO ORDERED.**

/s/ Maureen Mulligan  
Maureen Mulligan  
Associate Justice of the Superior Court

DATE: January 30, 2023