



Massachusetts Municipal Police Coalition

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**Testimony in Support of S. 1404/H. 1654
An Act to Clarify Terms of Collective Bargaining Agreements.
Joint Committee on Public Service
October 4, 2011**

In October 2010, the Supreme Judicial Court issued a decision holding that evergreen clauses, which extend the terms of collective bargaining agreements while labor unions and employers negotiate a new agreement, violate the state's Labor Relations statute, G.L. c. 150E, to the extent they extend contract terms beyond three years.

The purpose of this legislation is to restore over 35 years of well settled labor law by affirming that evergreen clauses are legal under G.L. c. 150E, even when they extend contract terms beyond 3 years.

- **Evergreen clauses are a common, established feature of public sector labor relations.** Since 150E was enacted in 1973, there has been widespread and uncontroversial acceptance of evergreen clauses by the Commonwealth's public employers and labor unions, as well as the Division of Labor Relations.
- **There is no appropriation required for this proposed legislation.**
- **Evergreen clauses are voluntary.** Like all contract terms, evergreen clauses must be approved by both labor and management during collective bargaining negotiations.
- **Evergreen clauses provide essential continuity during negotiations.** As acknowledged by the SJC in its decision, evergreen clauses provide "a continuing code of conduct while parties negotiate a new bargaining agreement." Such continuity is important during contentious periods in labor relations, when a contract is about to expire or has expired, particularly during periods of severe economic strain.
- **Evergreen clauses are common in the private sector.** They are common practice in the private sector and legal under the National Labor Relations Act.
- **Evergreen clauses provide the means for efficient and effective conflict resolution during contract negotiations.** Significantly, evergreen clauses are necessary to permit employers and labor unions to continue to use utilize arbitration to resolve disputes over the meaning of contract terms while they bargain a new contract.