

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT DEPARTMENT

Norfolk, ss.

Stoughton Teachers Association, Andrea Pires,
Melanie Ingrao, Michael Ingrao, Chad Kelley,
and all others similarly situated

Plaintiffs,

v.

Town of Stoughton, Stoughton School
Committee, Stoughton School Superintendent
Marguerite Rizzi, and Stoughton Town
Manager Michael Hartman

Defendants.

Civil Action No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This is a civil action seeking a declaratory judgment, pursuant to G.L. c. 231??? as well as the payment of back wages, interest, attorneys fees and costs, and all other appropriate damages due to the above-captioned Plaintiffs under the Massachusetts Non-Payment of Wages Act, M.G.L. c. 149 § 148.

2. Since September 1, 2013 and continuing to date, the Defendants, jointly, have failed to pay definite, guaranteed wages in the form of established step increases to approximately 177 teachers who are members of Plaintiff Stoughton Teachers Association.

3. The individual Plaintiffs are employed by the Defendant Town of Stoughton and its agent, Defendant Stoughton School Committee (collectively "Town Defendants").

4. The individual Defendants, Marguerite Rizzi and Michael Hartman, are respectively the Superintendent of the Stoughton School Department and the Town Manager of Stoughton. As set forth below, both are managers with significant responsibility for the operations of the Stoughton School Department, including but not limited to, the timely and full payment of wages to the Plaintiffs. Defendants Rizzi and Hartman are referred to collectively herein as the "Individual Defendants."

5. On behalf of themselves and all others similarly situated, the individual Plaintiffs bring the following action against the Defendants to recover their wages. Additionally, all of the Plaintiffs seek a declaration from this court that the Defendants failed to pay guaranteed wages and are required to pay step increases on a timely basis.

II. PARTIES AND JURISDICTION

A. Plaintiffs

6. Plaintiffs Andrea Pires, Melanie Ingrao, Michael Ingrao, and Chad Kelley are residents of the Commonwealth of Massachusetts.

7. Since at least September 1, 2012 until the present date, Plaintiff Andrea Pires has been a teacher at the South Elementary School, located at 171 Ash St., Stoughton, MA 02072

8. Since at least September 1, 2012 to the present date, Plaintiff Melanie Ingrao has taught at the Stoughton High School, located at 232 Pearl Street, Stoughton, MA 02072.

9. Since at least September 1, 2012 to the present date, Plaintiff Michael Ingrao has taught at the Stoughton High School, located at 232 Pearl Street, Stoughton, MA 02072.

10. Since at least September 1, 2012 to the present date, Plaintiff Chad Kelley has taught at the O'Donnell Middle School, located at 211 Cushing St, Stoughton, MA 02072.

11. All similarly situated individuals were employed by the Town Defendants between September 1, 2012 and the present date.

12. Plaintiff Stoughton Teachers Association ("STA") is an employee organization, as defined by G.L. c. 150E § 1, meaning that it is a "labor union" that "assists its members" to "improve their wages, hours, and conditions of employment." Plaintiff STA represents teachers, paraprofessionals, and administrators employed by Defendants Town of Stoughton and Stoughton School Committee. STA negotiates and administers collective bargaining agreements (hereinafter "agreements" or "contracts") with the Defendant Stoughton School Committee and acts as its members' exclusive representative in addressing contractual and statutory labor disputes of all kinds. Plaintiff

STA does not maintain a place of business but can be reached for all legal purposes at the business address of its parent affiliate, Massachusetts Teachers Association (Southeast office), 100 Grandview Road, Braintree, MA 02184.

B. Defendants

13. Defendant Town of Stoughton is a public employer, as defined by G.L. c. 150E § 1, in that it is a municipality located in Massachusetts who employs public employees including the Plaintiffs and all those similarly situated to perform work at the Town's schools. The Town's offices are located at 10 Pearl Street, Stoughton, MA 02072.

14. Defendant Stoughton School Committee is the legislative body of the Stoughton School District consisting of five (5) elected members and the Town Manager. The School Committee is a public employer, as defined by G.L. c. 150E § 1, in that, at all times relevant to this litigation, it has been the designated representative of the Town of Stoughton for the purpose of "dealing with public employees", namely the Plaintiffs and all others similarly situated who work in the Town's schools. The School District's offices are located at 232 Pearl Street, Stoughton, MA 02072.

15. Defendant Marguerite Rizzi is the Superintendent of the Stoughton School District. In this capacity, at all times relevant to this litigation, she has been the chief executive officer of the District with managerial responsibility over all School District employees. This includes, but is not limited to negotiating, implementing, and overseeing all employment terms and conditions for the Plaintiffs, including but not limited to, the payment of wages. Defendant Rizzi's office is located at 232 Pearl Street, Stoughton, MA 02072.

16. Defendant Michael Hartman, the Town Manager of the Town of Stoughton. In this capacity, he acts as the Town's chief executive officer and has ultimate responsibility for the oversight and administration of all Town Departments, including the School District, Finance, and Human Resources Departments. Defendant Hartman's responsibilities include implementing and overseeing the terms and conditions by which all Town employees are employed, including wage rates. Additionally, Defendant Hartman serves as a voting member of Defendant Stoughton School Committee, and thus has participated in and made decisions concerning the terms and conditions of School District employees including payment of wages to employees, and is authorized by law to do so. Defendant Hartman's office is located at 10 Pearl Street, 3rd Floor, Stoughton, MA 02072.

III. COLLECTIVE AND INDIVIDUAL ALLEGATIONS

17. Plaintiff STA and Defendant Stoughton School Committee, on behalf of Defendant Town of Stoughton, have negotiated collectively for wages and other terms of employment for teachers working in the Stoughton School District since at least 1974.

18. Collective bargaining has resulted in a succession of at least fifteen (15) contracts, each lasting between two-three (2-3) years. All of the parties' contracts commence on September 1 and end on August 31 of the final year of the agreement; during the pendency of the contract, each contract year begins on September 1 of the calendar year.

19. Each of these contracts includes a "salary grid", providing annual salaries for teachers based on a combination of an individual teacher's years of service ("steps") and education attainments. Under the salary grid, a teacher annually advances one salary step for each year of teaching service that he or she completes, up to a maximum number of years after which a teacher no longer receives an annual step increase.

20. For at least forty years, employee step increases have become effective September 1, on the first day of the new school year.

21. During the 40-year bargaining history between Plaintiff STA and Defendant Stoughton School Committee, there have been eight (8) "gap periods", during which no contract was in effect between the parties. These gap periods have lasted between several days and over a year.

22. In each case, the gap period began on September 1, the first day after the expiration of the preceding contract.

23. During each gap period, STA members continued to work for Defendant Stoughton School Committee.

24. Commencing the first day of the gap period, the School Committee adjusted STA bargaining unit members' wages consistent with the salary grid of the most recently expired collective bargaining agreement.¹ Specifically, all STA members who worked the prior year who were eligible for a step increase following contract expiration, received a step increase.

25. Plaintiff STA and the Town Defendants were parties to a collective bargaining agreement dated 2010-2013, which included a "salary grid" as referenced in paragraph 19, above.

26. The 2010-2013 agreement expired on August 31, 2013. Despite on-going negotiations, which have continued for approximately 18 months, no agreement on a successor contract has been made.

27. The named individual Plaintiffs and all other similarly situated individuals were employed by the Town Defendants in the Stoughton School District as teachers for

¹ In the one circumstance that the School Committee did not follow this practice, after the 2007-2010 agreement expired, STA protested by filing a charge with the DLR and the dispute was resolved by a subsequent collective bargaining agreement which provided for retroactive wage payments that included the advancement of each eligible teacher on the step schedule.

the 2012-2013 school year and the 2013-2014 school year and were eligible for step increases effective September 1, 2013.

28. During the 2012-2013 school year, Plaintiff Pires was at Step 6 of the salary grade for teachers with Masters degrees and no additional hours of graduate course credit, giving her a salary of \$57,158.00.

29. As of September 1, 2013 and continuing to date, Plaintiff Pires has not been paid a step increase to Step 7 in her grade, which would have raised her annual salary to \$59,876.00.

30. During the 2012-2013 school year, Plaintiff Melanie Ingrao was at Step 9 of the salary grade for teachers with Masters degrees and 30 additional hours of graduate course credit, giving her a salary of \$69,866.00.

31. As of September 1, 2013 and continuing to date, Plaintiff Melanie Ingrao has not been paid a step increase to Step 10 in her salary grade, which would have raised her annual salary to \$72,595.00.

32. During the 2012-2013 school year, Plaintiff Michael Ingrao was at Step 9 of the salary grade for teachers with Masters degrees and 45 additional hours of graduate course credit, giving him a salary of \$71,207.00.

33. As of September 1, 2013 and continuing to date, Plaintiff Michael Ingrao has not been paid a step increase to Step 10 in his grade, which would have raised his annual salary to \$73,989.00.

34. During the 2012-2013 school year, Plaintiff Kelley was at Step 11 of the salary grade for teachers with Masters degrees and 15 additional hours of graduate course credit, giving him a salary of \$75,085.00.

35. As of September 1, 2013 and continuing to date, Plaintiff Kelley has not been paid a step increase to Step 12 in his grade, which would have raised his annual salary to \$78,742.00.

36. On information and belief, between September 1, 2013 and the present date, the Defendants have not paid any individuals similarly situated to the Plaintiffs step increases for the 2013-2014 school year. Instead, the individual Plaintiffs and all similarly situated STA members received no salary raises during the 2013-2014 school year.

37. On numerous occasions in the months prior to the expiration of the 2010-2013 contract, the Defendants informed the Plaintiff STA that they did not intend to pay step increases as of September 1, 2013. As a result, Plaintiff STA filed an Unfair Labor Practice charge with the Massachusetts Department of Labor Relations ("DLR") on July 13, 2013. See Exhibit A, 2.

38. On May 21, 2014, the DLR found that the Town Defendants were obligated pursuant to G.L. c. 150E § 10(a)(5) to pay step increases to the individual Plaintiffs and all those similarly situated during the 2013-2014 school year. Further, DLR found that the step increases were effective September 1, 2013 and have continued in effect to date. *See id.* at 16.

39. Notwithstanding this fact, to date, the Town and the School Committee has failed to make these wage payments.

40. The named individual Plaintiffs as well as all those similarly situated, have exhausted all requirements pursuant to G.L. c. 149 § 150, namely by filing wage complaints on behalf of themselves and all those similarly situated and receiving a private right of action to pursue a civil action pursuant to G.L. c. 149 § 148 for unpaid wages.

IV. CLAIMS FOR RELIEF

Non-Payment of Wages (M.G.L. c. 149 § 148, M.G.L. c. 149 § 150) and Declaratory Judgment (M.G.L. c. 231 § 1)

41. The Plaintiffs incorporate the allegations contained in paragraphs 1 through 40 of the Complaint as if fully set forth herein.

42. At all times relevant to this Complaint, the Town Defendants were “employers” of the Plaintiffs within the meaning of M.G.L. c. 149 § 148.

43. At all times relevant to this Complaint, the individual Defendants Rizzi and Hartman were employers pursuant to M.G.L. c. 149 § 148, in that they were public officers with an obligation to approve, verify, and implement the 2013-2014 step increases for the Plaintiffs and all similarly situated individuals.

44. At all times relevant to this Complaint, the Plaintiffs and all those similarly situated were “employees” of Defendants within the meaning of M.G.L. c. 149.

45. At all times relevant to this Complaint, Defendants employed the Plaintiffs and all those similarly situated within the meaning of M.G.L. c. 149.

46. Effective September 1, 2013, the Plaintiffs and all those similarly situated were entitled to step wage increases for the 2013-2014 school year.

47. Effective September 1, 2013 and continuing to date, the Town Defendants and the Individual Defendants failed to pay the applicable step salary increases to the Plaintiffs and all those similarly situated, in violation of M.G.L. c. 149 § 148.

48. Under G.L. c. 149 § 148, compensation to public school teachers is “fully earned at the end of the school year, and proportionately earned during the school year.”

49. As a result of Defendants violation of the G.L. c. 149 § 148, the Plaintiffs have incurred harm and loss in an amount to be determined at trial, along with multiple damages, interest, punitive damages, attorneys’ fees and costs of litigation as provided by G.L. c. 149 § 150. Additionally, the Plaintiffs seek declaratory relief as set forth below.

JURY DEMAND

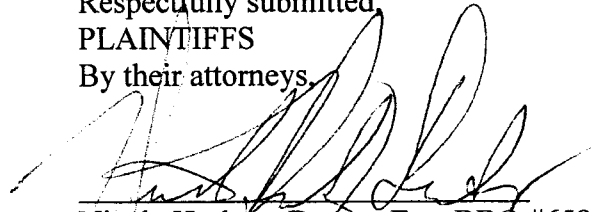
Plaintiffs request a trial by jury on their claims.

PRAYER FOR JUDGMENT

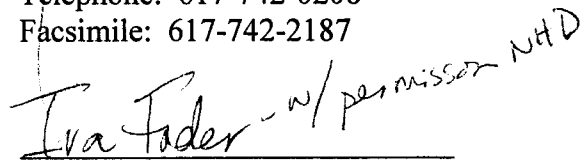
WHEREFORE, Plaintiffs pray that this Court grant relief in their favor, and against Defendants on a joint and several basis, as follows:

- A. Award all Plaintiffs’ actual damages, multiple damages, **punitive damages** and pre-judgment interest as a result of the wrongful conduct complained of herein;
- B. Award all Plaintiffs their costs and expenses in this litigation, including reasonable attorneys’ fees and expert fees;
- C. Declare that the Defendants’ failure to implement collectively bargained wages constitutes a violation of G.L. c. 149 § 148;
- D. Declare that where the Massachusetts Department of Labor Relations has found that the Defendants were lawfully obligated to pay to the Plaintiffs wages that included the 2013-2014 step increases, and further found that these wages were due and payable commencing with the start of the 2013-2014 school year, the Defendants are estopped from asserting that these wages were not due to the Plaintiffs or that these wages could be issued on a later date;
- E. Provide such other and further relief as the Court deems just and proper.

Respectfully submitted,
PLAINTIFFS
By their attorneys.



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