Union and Collective Bargaining Agreements and Disputes

Attorneys

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Overview

A collective bargaining agreement is supposed to protect you. When it does not, or when the union charged with enforcing it fails to act on your behalf, the frustration runs in two directions at once. You may feel let down by your employer and by the organization that was supposed to advocate for you.

Union members have independent legal rights that exist apart from the grievance process. These include the right to fair representation under federal labor law and, in certain circumstances, the right to pursue claims directly against both the employer and the union. Cohen Cleary represents individual union members in disputes involving CBA interpretation, grievance arbitration, duty of fair representation claims, and hybrid Section 301/DFR actions across Massachusetts and Rhode Island. Our role is to provide the independent advocacy that the situation requires, whether the dispute is with the employer, the union, or both.

How We Help Union Members in CBA Disputes

Labor disputes involving collective bargaining agreements require an attorney who understands the interplay between federal labor law, state employment protections, and the internal mechanics of union governance. We handle matters at every stage, from informal resolution through arbitration and litigation.

Grievance Arbitration Representation

We prepare and present cases before arbitrators when your grievance has been denied or inadequately pursued, building the evidentiary record that arbitrators rely on to render binding decisions.

Duty of Fair Representation Claims

When a union breaches its legal obligation to represent you fairly, whether through arbitrary conduct, discrimination, or bad faith, we pursue DFR claims under federal and state law.

Hybrid Section 301/DFR Actions

These claims allow a union member to sue the employer for breach of the CBA and the union for failing to represent the member properly. The procedural requirements are strict, and timing is critical.

CBA Interpretation and Enforcement

Contract language disputes often hinge on arbitral precedent and past practice. We analyze CBA provisions in the context of how they have been applied, not just how they read on the page.

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Discipline and Termination Defense

For members facing suspension, demotion, or discharge under the CBA, we evaluate whether the employer met its burden under the just cause standard and whether proper procedures were followed.

Why Clients Choose Cohen Cleary

At Cohen Cleary, our practice teams combine deep subject-matter experience with disciplined execution and responsive client service. We do not take a one-size-fits-all approach. Every matter is handled with careful preparation, clear communication, and a strategy tailored to the client's goals and the realities of the forum.

Clients choose Cohen Cleary because we deliver:

Practice-Focused Legal Experience

Our attorneys work in defined practice areas, allowing us to develop practical insight into the legal, procedural, and regulatory nuances that matter most in each case. This focus allows us to anticipate issues, avoid unnecessary delays, and position matters for efficient resolution.

Clear Guidance and Proactive Communication

We prioritize clarity at every stage. Clients receive straightforward explanations of their options, timely updates on developments, and practical advice grounded in real-world outcomes.

Strategic Advocacy with Trial Readiness

Whether a matter calls for negotiation, mediation, or litigation, our attorneys prepare every case with discipline and foresight. We pursue efficient resolution when possible and are fully prepared to advocate aggressively when necessary to protect our clients' interests.

Regional Knowledge and Local Presence

With offices throughout Massachusetts and experience across New England courts and agencies, we bring local insight and regional reach to every matter.

Client-Centered Service

We treat every matter with urgency and respect. Our clients rely on us for responsive service, sound judgment, and steady counsel through complex legal challenges.

In our employment and labor law work, this approach helps clients navigate union disputes and CBA enforcement matters with clarity, efficiency, and confidence.

Our Approach to Union Member Representation

The six-month statute of limitations on hybrid Section 301/DFR claims under federal law is one of the shortest filing deadlines in employment litigation. We tell our clients that the clock starts running from the date they knew or should have known of the union's breach, not from the date of the underlying employer action. This distinction matters because members who wait for the union to act often exhaust their window for independent legal recourse. Our intake process is designed to identify time-sensitive claims immediately, assess whether grievance exhaustion requirements have been met or excused, and determine whether state-law alternatives under Massachusetts General Laws Chapter 150A provide additional avenues for relief.

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Representing Union Members Across Massachusetts and Rhode Island

Cohen Cleary represents union members in labor disputes across Massachusetts and Rhode Island, with offices in Taunton and Plymouth. Our attorneys practice regularly before arbitration panels in Bristol County, Plymouth County, and Norfolk County, and are familiar with the procedural expectations of labor arbitrators throughout southeastern Massachusetts and the Greater Boston area. Public employees covered by both a collective bargaining agreement and civil service protections under M.G.L. Chapter 31 may have parallel avenues for challenging discipline or termination, and determining which forum offers the stronger procedural position requires careful evaluation of the specific protections at stake. We also have the capacity to serve union members across New England when disputes arise in connection with multi-state bargaining units or regional employers.

Protect Your Rights as a Union Member

If your union has failed to act on your behalf, or if you are facing discipline under a collective bargaining agreement, contact Cohen Cleary to discuss your options. Time-sensitive deadlines may apply to your claims, and early consultation can preserve rights that might otherwise be lost.

Frequently Asked Questions About Union and CBA Disputes

Can I sue my union for failing to represent me?

Yes. Under the duty of fair representation, your union is legally obligated to represent you without acting in an arbitrary, discriminatory, or bad faith manner. If the union refuses to pursue a meritorious grievance, mishandles your case, or makes decisions based on personal or political reasons rather than the merits, you may have a DFR claim. A union grievance attorney can evaluate whether the union's conduct meets the legal threshold for a fair representation claim. These claims can be brought in federal court and, in certain circumstances, before the National Labor Relations Board.

What is a hybrid Section 301/DFR claim?

A hybrid claim combines an action against your employer for violating the collective bargaining agreement (under Section 301 of the Labor Management Relations Act) with a claim against your union for breaching its duty of fair representation. To succeed, you must prove both that the employer breached the CBA and that the union failed to fairly represent you. These claims carry a six-month statute of limitations, making early legal consultation essential.

Do I have to exhaust the grievance process before hiring an attorney?

In many cases, yes. Courts generally require union members to exhaust internal grievance procedures before filing suit. However, exhaustion may be excused if the union has repudiated the grievance process, if pursuing the grievance would be futile, or if the union itself breached its duty of fair representation during the process. An attorney can evaluate whether you have grounds to proceed without completing every internal step.

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Can my collective bargaining agreement be changed without my consent?

A CBA is negotiated between the union and the employer, and individual members do not have veto power over its terms. However, the union must bargain in good faith on behalf of the entire bargaining unit, and any modifications must follow the ratification procedures established in the union's bylaws and the agreement itself. If changes were made improperly or without proper authorization, those modifications may be subject to legal challenge.

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