MASSACHUSETTS MUNICIPAL ASSOCIATION
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LABOR LAW UPDATE

January 2026

PRESENTED BY
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D. M. Moschos, Esquire[1]

UPDATE ON LABOR COURT CASES AND LEGISLATION[2],[3]

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[1] Mr. Moschos is a Partner and Chair of the Labor and Employment Law Department of Seder & Chandler, LLP of Worcester.

[2] Editorial assistance was provided by Andrew Bartholomew, Esquire, Seder & Chandler, LLP

[3] Remarks and handouts are for informational and training purposes only and do not constitute legal advice. You should contact Labor Counsel concerning any specific legal questions you may have.

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I. LEGISLATION

1. Massachusetts Pay Transparency Act

On July 31, 2024, Governor Healey signed a new law providing for pay transparency, denominated as Chapter 141 of the Acts of 2024. This Act has two key provisions: (1) the posting of a disclosure of salary ranges for employees' job classifications; and (2) the filing of equal employment opportunity reports sent to the federal government, to also be filed with the Secretary of State on February 1.

i. The Posting of Salary Ranges

For employers of 25 or more employees, the law requires for each job posting it, shall include the annual salary or hourly wage range that the employer "reasonably and in good faith expects to pay for the position." It appears that the salary range is the base wage for the position and does not include stipends and other pay benefits.

The posting requirement applies to the following activities:

a. Any advertisement of a job posting for the recruitment of a specific position, whether completed directly by the Employer or by a third party for the Employer.
b. In any offer of promotion, the employer shall provide the pay range for that position.
c. For a transfer to a new position with different job responsibilities, the employer shall provide the pay range for the new position.
d. The release of the pay range for a specific position to an employee holding the position or to an applicant for such position upon their request to the employer.

ii. Enforcement of the Pay Transparency Act

The statute provides exclusive jurisdiction for the enforcement of the law with the Attorney General and does not provide an employee with a private right of action against the employer.

Violation of this Act is subject to fines, with the first offense being a warning and subsequent offenses subject to monetary penalties. The Act does not authorize triple damages like the Wage Act.

iii. No Retaliation or Discrimination

The Act contains new retaliation and discrimination provisions protecting an employee who exercises their rights under the posting provisions of this Act.

2. Massachusetts Proposed Minimum Wage Increase

There are proposals in the Legislature to increase the state minimum wage from $15/hour to $20/hour. However, municipalities are not subject to the Massachusetts minimum wage, but rather the federal minimum hourly wage of $7.25/hour.

3. New FLSA Overtime Regulations for Exempt Employees

The United States Department of Labor has adopted new regulations as of July 1st, 2024, regarding the salary weekly requirements for exempt employees. To be exempt from FLSA overtime rules, exempt employees must meet a salary and duties test. The new salary requirements are as follows:

a. The salary requirement before July 1, 2024, was $684 per week, which is equal to $35,568 per year.
b. Effective as of July 1, 2024, the minimum salary payment per week will be increased to $844, or if annualized, will be equal to $43,088.
c. On January 1, 2025, the $844 will be increased to $1,128 per week or if annualized, will increase to $58,656.
d. In addition, the highly compensated employee duties exemption, which limits the number of duties requirements, has been increased from $107,432 per year to $132,964 per year, as of July 1, 2024, and will be increased to $151,164 per year, effective January 1, 2025.
e. Finally, the Department of Labor rules provide that the annual salary exemption will be reviewed in 2027, and every three years thereafter, in order to keep the figures updated for inflation.
f. The Federal District Court of Texas has enjoined the enforcement of the Regulations pending the suit challenging the legally of the Regulations.

4. Changes to Massachusetts Paid Family Medical Leave Act

Effective January 1, 2026, the maximum weekly PFML benefit increased to $1,230.39 per week. No Massachusetts city or town has adopted PFML due to the cost.

5. False Claims of Hours Worked by Law Enforcement Officer – G.L. c. 231, § 85BB

"A law enforcement officer . . . who knowingly submits to a state agency, state authority, city, town or agency. . . a false or fraudulent claim of hours worked for payment and receives payment therefor or knowingly makes, uses or causes to be made or used a false record or statement material to a false or fraudulent claim of hours worked for payment that results in a law enforcement officer receiving payment therefor or any person who conspires to commit a violation of this section shall be punished by a fine of 3 times the amount of the fraudulent wages paid or by imprisonment for not more than 2 years."

6. Social Security Fairness Act

On January 6, 2025, President Biden signed the Social Security Fairness Act into law, officially repealing two tax provisions that had previously operated to reduce benefit payments for some public servants.

a. The Windfall Protection Provision (WEP) reduced the Social Security benefits available to retirees who spent a portion of their career in the private sector in addition to a government job where Social Security was not intended as an element of their retirement income, such as the civil service retirement system.
b. The Government Pension Offset (GPO) reduced spousal and survivor Social Security benefits in families with retired government workers.
c. This reform will effectively increase Social Security benefits for millions of pensioners, some of whom could see their monthly benefits increase by up to $500.

7. Violent Assault Disability Benefits for First Responders

On July 31, 2024, Governor Healey signed Chapter 149 of the Acts of 2024, *An Act Relative to Disability Pensions and Critical Incident Stress Management for Violent Crimes* ("Violent Assault Disability"). This Act creates an enhanced new type of G. L. c. 32, § 7 accidental disability retirement benefit for firefighters, emergency medical technicians, licensed health care professionals, and certain police officers who become permanently physically disabled with a catastrophic, life-threatening or life-altering bodily injury disability as the result of a Violent Act Injury by means of a dangerous weapon.

a. The effective date of this Act is October 29, 2024, and the Violent Act Injury disability will be available to any member who qualifies and has not been approved for disability as of that date.
b. Anyone who has previously been approved for disability is not eligible to have the provisions of this act apply to their retirement allowance and their benefit cannot be recalculated.

i. <u>Definition of "Violent Act Injury"</u>

"Violent Act Injury" is defined in G.L. c. 32, § 1 as: "A catastrophic, life-threatening or life-altering and permanent bodily injury sustained as a direct and proximate result of a violent attack upon a person by means of a dangerous weapon, which is designed for the purpose of causing serious injury or death, including, but not limited to, a firearm, knife, automobile or explosive device."

In order to qualify for a disability under the Violent Act Injury provision a member must demonstrate, and the retirement board must determine that all three of the following elements are established:

a. That they suffered a catastrophic, life-threatening or life-altering permanent bodily injury;

b. That the injury was the direct and proximate result of a violent attack upon a person, which means the injury must result from an intentional physical act, and not result from an accident or from negligence; and
c. That the attack was by means of a dangerous weapon as defined in this statute – i.e., "designed for the purpose of causing serious injury or death."

As the definition of a "Violent Act Injury" makes clear, this enhanced disability benefit is not for every instance in which a member suffers a disability in the line of duty. The definition clarifies that the permanent bodily injury must be of a catastrophic, life-threatening or life-altering nature. The definition states that the injury must be a permanent bodily injury and Section 2 of the Act amends paragraph (1) of Section 7 to make clear that the member must be physically unable to perform their essential duties. These two provisions mean that only physical injuries qualify a member for the Violent Act Injury disability. Therefore, psychological and emotional disabilities do not and will not qualify.

A catastrophic, life-threatening or life-altering injury must be something that goes beyond preventing a member from being physically able to perform the essential duties of their position (the current disability standard and still available to all). The Massachusetts Public Employee Retirement Administration Commission (PERAC) intends to initiate a regulatory process that will define these terms. Until that time, as an illustration, PERAC highlights the following example of the United States Department of Labor Office of Workers' Compensation Programs definition of "catastrophic:"

> …those in which the injured worker (IW) has sustained life-threatening injuries or the injury has resulted in extensive functional deficits where the medical recovery is expected to extend over a long or indefinite period of time (traumatic head or spinal cord injuries, severe burns, strokes, multiple fractures, amputations, etc.). Catastrophic cases are primarily those cases involving multiple and/or complex medical conditions and involve multiple and various medical specialists and other health care professionals.

By no means are these the only examples of "catastrophic," but this definition is included to illustrate the nature of injuries rising to this level.

In addition to requiring that the member suffer a catastrophic, life-threatening or life-altering permanent bodily injury that injury must be the result of a violent attack upon the member by the means of a dangerous weapon. A dangerous weapon in this statute is defined as a weapon "which is designed for the purpose of causing serious injury or death, including, but not limited to, a firearm, knife, automobile or explosive device." Thus, an assault or violent attack on a member must be perpetrated by the use of a weapon which is designed to injure or kill, not simply an everyday item that is used in the attack. A member who is punched or kicked and sustains serious injury would not qualify for the enhanced disability under this provision because such an assault does not involve a dangerous weapon that was designed for the purpose of causing serious injury or death.

While an automobile is not designed for the purpose of causing serious injury or death, it is specifically listed in the statute. In order for an injury from an automobile accident to qualify under this statute, it must be demonstrated that the automobile was intentionally used in a violent attack upon the member. A typical automobile accident, or one lacking a violent intent, will not qualify for the enhanced benefit.

ii. Who Qualifies for The Violent Act Injury Disability?

Section 3 of Chapter 149 of the Acts of 2024 inserts a new clause (iv) into Section 7(2) of Chapter 32 that details the benefit amount and specifies the limited group of members who may qualify for consideration under the Violent Act Injury provision. That clause limits the potential candidates to the following:

Notwithstanding clauses (i) to (iii), inclusive, a yearly amount of pension for any firefighter, any call, volunteer, auxiliary, intermittent or reserve firefighter, any call, volunteer, auxiliary, intermittent or reserve emergency medical services provider who is a member of a police or fire department and who is not subject to chapter 152, any police officer, any auxiliary, intermittent, special, part-time or reserve police officer or any municipal or public emergency medical technician or licensed health care professional…

Accordingly, the Violent Act Injury is NOT available to all public employees. Indeed, the Violent Act Injury benefit is potentially available only to police officers, firefighters, EMTs and other licensed health care professionals. State Police do not qualify for the Violent Act Injury benefit because they do not retire under Section 7 of Chapter 32. State Police benefits are determined under Section 26 and no reference to the Violent Act Injury benefit was inserted into Section 26.

iii. Benefits

A member found to be disabled under Section 7 receives an accidental disability retirement benefit that provides for a pension of 72% plus an annuity. Under the new Violent Act Injury provision, however, a member receives a benefit equal to 100% of the regular rate of compensation which would have been paid to the member had they continued in service at the grade held by the member at the time of their retirement. This 100% benefit includes all compensation, including stipends, that were being paid to the member on the date of injury and which were included as pensionable earnings. This 100% benefit is adjusted in the same manner as a Section 100 benefit and is payable to the member until their death or until they reach mandatory retirement age.

Upon retirement the member receives a lump sum payment from the retirement board equal to the member's total accumulated retirement deductions.

The statute further provides that, upon reaching the mandatory retirement age for the position, if applicable, the member's benefit must be reduced to 80% of the average annual rate of compensation paid to the member in the previous 12 months. This 80% amount will be adjusted annually by any cost-of-living increases ("COLAs") that a retirement board

approves. This benefit level will continue until the member's death. If there is no mandatory retirement age then the benefit does not get reduced from the 100% level but continues unchanged.

If the member predeceases their spouse, prior to the mandatory retirement age, then the spouse is entitled to 75% of what the member would have received had they not died. The spouse's benefit, upon the date the member would have reached mandatory retirement, becomes 75% of the benefit the member would have received at the time they reached mandatory retirement (75% of the 80% benefit). This amount would then be increased by any COLAs that a retirement board approves. If the member was in a position that was not subject to a mandatory retirement age then the benefit for the spouse will be 75% of the amount that the member would have received had they not died.

Upon the death of the member the spouse shall be eligible for the 75% specified in Section 7. The Violent Act Injury disability specifies which benefits a surviving spouse is eligible to receive and thus a surviving spouse is not eligible for a Section 9 benefit. Under Chapter 32 a member or beneficiary is not eligible to receive two benefits on account of one member.

If the member and their spouse predecease their children and any of the member's children are unmarried, under the age of 18 or under age 22 and full-time students, or are over age 18 but physically or mentally incapacitated from earning income on the date of the member's retirement, such children shall be entitled to a benefit equal to 75% of the amount of the pension payable to the member at the time of their death. This benefit would be split equally between all eligible children. When a child is no longer eligible for their portion of the benefit it shall cease and the other children will continue to receive their original portion. The benefit of the remaining children is not increased when one of their number is no longer eligible.

Upon retirement under the Violent Act Injury provision the member's benefit will be paid as an Option A allowance. The member's accumulated total accumulated deductions are returned to the member and therefore there can be no Option B beneficiary. Likewise, the Violent Act Injury provision specifies benefits that are available to beneficiaries such as the spouse and children, and, therefore, precludes the naming of an Option C beneficiary.

iv. Post-Retirement Earnings

Members retired under the Violent Act Injury clause have different earnings limitations than those established by Chapter 32 Sections 91(b) and 91A. A member retired under the Violent Act Injury may earn up to ½ of the amount of their retirement allowance if they work in the public sector. They are prohibited from doing any work in a position classified in Group 3 or Group 4. Members may be employed in the private sector or by a private entity without any earnings or hours restrictions, provided that service is not devoted to the Commonwealth, or a city, town, district or authority, therein.

v. Critical Incident Stress Management

A new subdivision (7) has been added to Section 7 by Chapter 149 of the Acts of 2024 which requires that those members eligible for the Violent Act Injury disability shall be provided with notice of critical incident stress management debriefing programs, including the location and times for the programs and contact information. This is the responsibility of the employer and does not require any action by the retirement board.

vi. How Should Boards Handle Applications for a Violent Act Injury Disability?

The Member's Application for Disability Form and the Employer's Involuntary Disability Application will be updated to provide for the option of a member or the employer to apply for an accidental disability with a Violent Act Injury. Once the Board receives an application in which the member or the employer has selected this option, the Board will process it like any other disability, by gathering the same information and any forms that are required for a Section 7 ADR application.

If a Board receives an application for voluntary or involuntary ADR that does not check off the Violent Act Injury provision, but the Board determines that the situation would merit consideration of the application under that provision, then the Board should discuss it with the member or employer and amend the application if warranted.

Likewise, if a Board receives an application for ADR in which the member or employer checks off the Violent Act Injury provision, but the Board has reason to believe that the member may not be eligible due to the above-listed restrictions of the provision, then the Board should notify the member or the employer of those restrictions and the member or employer will have the opportunity to adjust the application accordingly.

Unlike the majority of G.L. c. 32, Section 7 applications, Violent Act Injury applications MUST include Board Findings of Fact, which must be submitted to PERAC for its 30-day disability review process. Findings of Fact for a Violent Act Injury application are essential to ensure that the injury sustained qualifies for the enhanced benefits of this provision. The Findings of Fact should detail the injury sustained and how it was catastrophic, life-threatening or life altering, the dangerous weapon that was used in the assault and the circumstances of such assault, and any other information the Board relied upon in determining that the member qualified for the Violent Act Injury provision.

II. CASE LAW

1. Ababio v. Nike Retail Services, Inc., et al., Mass. Sup. Ct. – Suffolk, C.A. No. 2584CV01134-BLS-1 (Nov. 25, 2025)[1]

In these consolidated actions, the plaintiffs brought putative class claims against four employers—Nike, Bloomingdales, Warby Parker, and Walmart—for alleged violations of the Massachusetts Lie Detector Statute, G. L. c. 149, § 19B. Each of the plaintiffs had applied for a job with one of the defendant employers by using a form that failed to include the statutorily required notice that "[i]t is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment." See G. L. c. 149, § 19B(2)(b). However, none of the plaintiffs had actually taken a lie detector test because the defendant employers did not use such tests as part of their respective application processes.

The defendants accordingly moved to dismiss for lack of standing, arguing that the plaintiffs did not qualify as "persons aggrieved" for the purposes of asserting a private right of action under the statute. See G. L. c. 149, § 19B(4). In allowing the dismissal of each complaint, the Court (Barry-Smith, J.) agreed that the plaintiffs were not "persons aggrieved" within the meaning of the statute because they could not "show that they suffered a harm from defendants' violation of the notice provision that [was] more than minimal or slightly appreciable, or a harm that [was] more than speculative . . ."

2. Raftery v. State Board of Retirement, 496 Mass. 402 (Aug. 7, 2025)

A former state trooper sought judicial review of the state retirement board's decision that he must forfeit his pension benefits as a result of his plea of guilty to a federal criminal charge of embezzlement, four months after retiring from the state police, for falsely reporting that he had

[1] Consolidated with Shi v. Bloomingdales, LLC, C.A. No. 2584CV1138-BLS-1; Lamas v. Warby Parker, Inc., C.A. No. 2584CV1164-BLS-1; Alexandrovicz v. Walmart, Inc., C.A. No. 2584CV1352-BLS-1.

worked over 700 overtime hours, for which he received over $50,000 in unearned overtime pay. The plaintiff challenged the mandatory forfeiture of his retirement benefits on constitutional grounds, arguing that it was cruel and unusual punishment in violation of Article 26 of the Massachusetts Declaration of Rights and that it also violated the excessive fines provisions of both art. 26 and the Eighth Amendment to the U.S. Constitution.

Holding that the forfeiture was a fine, the SJC adopted the U.S. Supreme Court's multifactor test for evaluating disproportionality under the Eighth Amendment and determined that the pension forfeiture was not excessive under art. 26 because it was not grossly disproportionate relative to his offense. Because proportionality was also the touchstone for evaluating cruel and unusual punishment claims, the Court further held that there was no basis on which to conclude that the forfeiture should be deemed so disproportionate as to violate the cruel and unusual punishment provision of art. 26. It therefore ordered that the trial court's judgment in favor of the retirement board be affirmed.

3. <u>Cannata v. Town of Mashpee</u>, 496 Mass. 188 (Jun. 18, 2025)

A former firefighter for the Town of Mashpee, who left his employment in 2004 as a deferred retiree, brought suit against the town for its refusal to re-enroll him in the town's health insurance plan after he started collecting retirement benefits upon turning fifty-five years old in 2021. The plaintiff argued that the town's actions violated G. L. c. 32B, § 9, a local-option statute which requires participating municipalities to offer group plans to their public employees that continue existing health insurance coverage (1) upon retirement or (2) upon terminating employment while deferring retirement.

Holding that municipalities retain authority to promulgate reasonable regulations governing whether a retiree not enrolled in a group plan at the time of retirement may

nevertheless join the plan later, the SJC determined that the town was not required to re-enroll the plaintiff in its insurance program after requirement. The Court accordingly affirmed the allowance of the town's motion to dismiss.

4. Nunez v. Syncsort Inc., 496 Mass. 706 (Oct. 22, 2025)

The plaintiff brought a Wage Act claim against his former employer, alleging that the defendant failed to remit a payment owed to him under a retention bonus agreement on his last day of employment. Determining that the retention bonus payments did not fall within any of the enumerated forms of benefits or compensation that the Legislature had included in the Wage Act's definition of "wages," the SJC held that such payments were not made solely in exchange for plaintiff's labor or services, but rather depended on additional contractual conditions, and were therefore additional contingent compensation outside the scope of the Wage Act.

5. Andover Educ. Ass'n v. Comm. Emp. Rels. Bd., 106 Mass. App. Ct. 18 (Sep. 9, 2025)

A teacher's union challenged the Commonwealth Employment Relations Board's (CERB) finding that the union had engaged in a prohibited labor practice by refusing to bargain in good faith. Three weeks after executing a collective bargaining agreement with the employer, the Andover school committee, the union began advocating for additional compensation through the town meeting process, thereby bypassing the school committee in an effort to obtain what it could not obtain through negotiations.

Ruling that a union violates the collective bargaining statute, G. L. c. 150E, § 10, when it uses the town meeting process to avoid bargaining in good faith with the public employer, the Appeals Court determined that the union had engaged in fait accompli bargaining when it secured additional stipends for instructional assistants through a town meeting warrant article and then proposed that the school committee enter into an agreement to that effect. The Court

further held that the union was responsible for double-cross bargaining when it agreed to a collective bargaining agreement that omitted one of the union's desired terms only to then promptly attempt to force the employer to provide that omitted benefit by resorting to the town meeting. The Court consequently affirmed the decision and order of the CERB.

6. City of Newton v. Comm. Emp. Rels. Bd., 496 Mass. 82 (May 22, 2025)

The City of Newton sought review of the CERB's decision that the city had retaliated against a police sergeant for engaging in union activities by transferring him from working the day shift in the traffic bureau to the night shift in the patrol division. Although the sergeant had received the bargained-for pay raise for the transfer as required under the parties' collective bargaining agreement, the Court found that his involuntary transfer to the night shift was nevertheless an adverse employment action because it resulted in a material disadvantage in the terms and conditions of his employment. It further concluded that substantial evidence supported the CERB's decision that the city's proffered misconduct-related explanation for the transfer—that the sergeant had engaged in a heated dispute with a subordinate in the presence of other police department employees—was insufficient to rebut the union's prima facie showing that the city's decision to transfer him was done in retaliation for the sergeant's union activities. The SJC accordingly affirmed the CERB's decision.

7. Adams v. Superintendent, Dep't of State Police, 105 Mass. App. Ct. 611 (Jun. 27, 2025)

A from state police trooper requested review of his suspension without pay pending the outcome of an internal affairs investigation into discrepancies concerning the trooper's overtime pay. The Appeals Court determined that the Colonel of State Police Department's decision to adopt the duty status board's recommendation that the trooper be suspended without pay was not

arbitrary or capricious because the duty status hearing was properly conducted and there was ample evidence to support the trooper's suspension after the hearing.

8. Kay v. Town of Concord, 105 Mass. App. Ct. 366 (Mar. 28, 2025)

Rejecting the "proposition that communications not directly including an attorney are per se unprotected by the attorney-client privilege" and holding that emails between town manager and select board regarding legal dispute that were not sent to town's attorney did not preclude finding that they were protected from disclosure under Public Records Act by the attorney-client privilege; the town manager and members of the select board were agents of the town, and when they communicated amongst themselves for the purpose of obtaining legal services, such communications were eligible for protection by the attorney-client privilege.

9. Brandao v. Boston Police Dep't, 105 Mass. App. Ct. 187 (Jan. 16, 2025)

Police officer appealed decision of Civil Service Commission upholding police department's termination of officer's employment without pretermination process as a non-tenured officer. Department filed cross motion for judgment on the pleadings. The Appeals Court held that providing police officer with copy of police department rules, which stated that statutory 12-month probationary period would not include time spent on leaves of absence, satisfied requirement of department rule that department provide officer with written notice of extension of probationary period; rules communicated that leave of absence would trigger an extension of probationary period and that duration of extension would be equal to duration of leave, constituting sufficient notice under plain language of rule, which required nothing more.

10. Tetreault v. Selectmen of Lynnfield, 102 Mass. App. Ct. 330 (2023)

After town gave its fire chief notice of its intent not to renew his contract at end of his fifth year as fire chief, fire chief filed a wrongful termination action, seeking a judgment declaring

that he had been granted a lifetime appointment unless removed for cause. The Appeals Court held that language of "strong chief" statute did not grant town fire chief a lifetime appointment; sentence stating that small towns "may" appoint fire chiefs for three-year terms did not have a mandatory effect, even as to small-town chiefs, and statute said nothing about term of a chief in a larger town, and thus did not apply to town at issue, population of which had exceeded five thousand at all relevant times.

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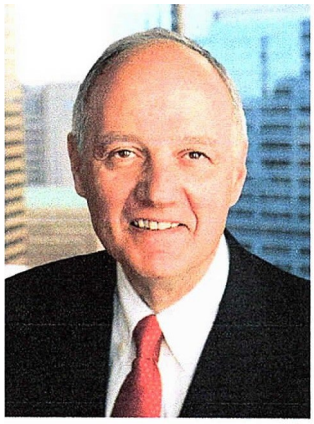

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Areas of Practice

Labor and Employment

Litigation & ADR

Attorney Moschos is a Partner at Seder & Chandler, Chair of the firm's Labor & Employment Practice, and member of the Litigation, Education & Corporate Law Groups. He is a fellow of the College of labor and Employment Lawyers which includes the leading labor lawyers in the United States. He serves as labor counsel for various private and public employers in Massachusetts, regularly advising employers on labor and employment law issues. He routinely appears before government agencies, including the National Labor Relations Board, the State Department of Labor Relations, and the Massachusetts Commission Against Discrimination. He has conducted more than 700 labor negotiations in both the public and private sectors. Mr. Moschos also represents clients in education matters.

He was selected in 2023 as a member of the first class of the Lawyers Hall of Fame established by Massachusetts Lawyers Weekly, and in 2025 the Massachusetts Lawyers Weekly selected Mr. Moschos as the “Go to Lawyer for Employment Law.”

He participated in drafting the Massachusetts Public Sector Labor Statute. He also drafted the State Binding Interest Arbitration Statute. In addition, he drafted M.G.L., Chapter 41, Section 108N, authorizing employment contracts for Town Managers. Mr. Moschos is a founder and former management chair of the State Joint Labor Management Committee (Dunlop Committee) and the Worcester County Bar Association’s

Labor and Employment Law Committee, and was awarded with the WCBA's Distinguished Service Award®.

He is the recipient of the 2013 Cushing-Gavin Labor-Management Counsel Award. He is recognized by the International City Management Association (ICMA) with an Honorary Membership in ICMA, which is awarded to private sector individuals for distinguished public service and contributions to the improvement and strengthening of local government.

Human Resource Executive Magazine and Lawdragon have recognized Mr. Moschos as one of the "Top 500 Corporate Employment Attorneys in the United States" and elected him to their Human Resources Hall of Fame.

Mr. Moschos is recognized by The Best Lawyers in America© 2021 in the fields of Employment Law -Management; and Labor Law -Management. In addition, he was recognized by Best Lawyers® Worcester "Lawyer of the Year" in 2013 and 2015 for Worcester, Massachusetts. He has been named one of Massachusetts "Super Lawyers" by Boston magazine and Law & Politics since 2006. He holds an AV® Preeminent Peer Review Rating by Martindale-Hubbell, the highest rating available for legal ability and professional ethics.

Mr. Moschos is the recipient of the Massachusetts Municipal Personnel Association's Emil S. Skop Award for outstanding contributions to human resources management.

Bar Admissions

- Massachusetts
- U.S. District Court District of Massachusetts
- U.S. Court of Appeals District of Columbia Circuit

Education

- **Boston University School of Law,** Boston, Massachusetts
  - J.D., magna cum laude
  - Law Review
- **University of Massachusetts at Amherst**
  - B.A., magna cum laude

Classes/Seminars

- Speaker on labor and employment law for various organizations, including Worcester Regional Chamber of Commerce, Massachusetts Municipal Management Association, and the Massachusetts Society of Optometrists.

Honors and Awards

- Massachusetts Lawyers Weekly 2025 "Legal Luminaries" honoree
- Massachusetts Lawyers Weekly 2025 “Go to Lawyer for Employment Law”
- Massachusetts Lawyers Weekly 2023 "Hall of Fame" honoree
- Cushing-Gavin Labor-Management Counsel Award
- International City Management Association (ICMA)
- Top 500 Corporate Employment Attorneys in the United States, Human
- Resource Executive Magazine and Lawdragon
- The Best Lawyers in America© - Employment Law - Management, and Labor Law - Management
- Boston Magazine and Law & Politics - Super Lawyers
- Martindale-Hubbell- AV® Preeminent Peer Review Rating
- Emil S. Skop Award- Massachusetts Municipal Personnel Association
- Chamber Advocate Award- Worcester Regional Chamber of Commerce
- Distinguished Service Award® - Worcester County Bar Association

Professional Associations and Memberships

- College of Labor and Employment Lawyers, fellow
- Worcester Regional Chamber of Commerce, former chair
- Worcester Regional Research Bureau, Director and clerk
- Chamber of Commerce Foundation, Director and Chair of the Board of Directors
- American Bar Association
- Massachusetts Bar Association

- Worcester County Bar Association, Labor and Employment Law Committee, a founder and past chair
- Military Service: U.S. Army, Captain
- Catholic Charities Worcester County, incorporator; former president
- Massachusetts Municipal Management Association, Honorary Member

Academic Activities

- Former Adjunct Professor of Labor Relations, Clark University School of Professional Studies, Speaker, MPA Senior Leadership Program
- Elected by Clark University in 2025 as Emeritus Professor of Practice for his outstanding contribution, leadership and impact on the academic community

Published Works (Partial List)

- Co-Author of Chapter, MCLE School Law in Massachusetts (2024), "Employment Issues Involving School Employees in General."
- Quoted in "Banks could be ripe targets for age-bias lawsuit," American Banker (November 13, 2020)
- "New Regulations Surrounding the Paid Medical Leave Act," Worcester Regional Chamber of Commerce Webinar (October 28, 2020)"NEW Federal Employment Acts (Emergency Sick Leave, Emergency FMLA Amendment and Payroll Protection Act)," Worcester Regional Chamber of Commerce Webinar (April 2, 2020)
- "Workplace Emergencies," HRMA Perspectives (October 2013)
- "How to Conduct an Employment Investigation," HRMA Perspectives (October 2012)
- "Federal Court Upholds NLRB's Notice-Posting Rule, but Invalidates Enforcement Penalties Contained in Final Rule," HRMA Perspectives (April 2012)
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