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April 24, 2019

Via Email and First-Class Mail

Honorable Paula Carey, Chief Justice
John Adams Courthouse
One Pemberton Square, Floor 1 M
Boston, MA 02108
Email: paula.carey@jud.state.ma.us

Honorable Ralph D. Gants, Chief Justice
John Adams Courthouse
One Pemberton Square, Floor 1 M
Boston, MA 02108
Email: ralph.gants@jud.state.ma.us

RE: Fiscal and Facilities FY 2019 Reorganization

Dear Judge Carey, Judge Gants:

As you know, this office represents OPEIU, Local 6 ("Local 6"). It has been brought to the Union's attention that the Trial Court has unilaterally announced a program to union members in the Fiscal and Facilities Departments, entitled FY 2019 Reorganization, Departmental "Right-Sizing" which includes a Voluntary Separation Incentive Program, without first bargaining or otherwise discussing it with the Union.

The Trial Court held meetings with the Fiscal Department and the Facilities Department employees on April 4, 2019 discussing the "Fiscal and/or Facilities' FY 2019 Reorganization, Departmental Right-Sizing" and Voluntary Separation Incentive Program ("VSIP") plans. At this meeting the employees were told they had until May 17, 2019 to decide on taking the VSIP. To date, there have been no negotiations with the Union about either the need for this program or the specific benefits that would be offered to employees.

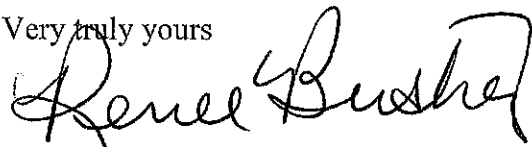
Accordingly, there should be no discussion on any issues that may affect our members' terms and conditions of employment. As you are aware, an Employer violates the law if it unilaterally alters conditions of employment affecting a mandatory subject of bargaining without first providing Union notice and an opportunity to bargain to resolution or impasse. *City of Newton*, 27 MLC 74, 81 2000, citing *Commonwealth of Massachusetts the Labor Relations Commission*, 404 Mass. 124, 127 (1989), *City of Boston*, 26 MLC 177, 181 (2000); *Massachusetts Port Authority*, 26 MLC 100, 101 (2000). Further, an Employer has an obligation to bargain with the Union where the impact of its decision affects the employee's conditions of employment. *City of Worcester v. Labor Relations Commission*, 434 Mass. 177 (2002); *Newton School Committee*, 5 MLC 1016 (1978), *aff'd sub nom. School Committee of Newton v. Labor Relations Commission*, 388 Mass. 557 (1983).

Please *cease and desist* from announcing, implementing, negotiating or discussing with employees represented by OPEIU, Local any aspect of the "Fiscal and/or Facilities' FY 2019 Reorganization, Departmental Right-Sizing" or Voluntary Separation Incentive Program plans until the issues are fully negotiated with Local 6 in good faith.

If any such discussions take place, Local 6 will be forced to file a prohibited practice charge with the Department of Labor Relations.

Thank you for your attention to this matter.

Very truly yours



Renee J. Bushey

RJB/lva

- cc: George Noel, Business Manager, OPEIU, Local 6 (via email)
- Mark Conlon, Esq. Human Resources (via email)
- Jon Williams, Court Administrator (via email)
- John Bello, Deputy Court Administrator (via email)
- Paul Dietl, Human Resources (via email)
- Gualter Almeida, Director of Court Facilities (via email)
- Marcel Vernon, Chief Financial Officer (via email)