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June 27, 2022

Via Electronic Mail (jeffrey.locke@jud.state.ma.us)

Honorable Jeffrey Locke, Chief Justice
John Adams Courthouse
One Pemberton Square, Floor 1 M
Boston, MA 02108

Re: Cease and Desist Letter - Unilateral Implementation of Salary Increases for New Hires

Dear All:

Please be advised that this office represents Office and Professional Employees International Union Local 6, (“the Union” or “Local 6”). It has been brought to the Union’s attention that the Trial Court is unilaterally implementing increases to the salaries of new hires for certain positions within the bargaining unit.


Although the Union and the Trial Court had previously engaged in discussions over the matter, the Trial Court has nevertheless chosen to implement the proposed salary increases for newly hired Case Specialists, Probation Case Specialists, and Child Support Processing Clerks without first bargaining to impasse or resolution with the Union.

As you may know, an employer violates the law if it unilaterally alters conditions of employment affecting a mandatory subject of bargaining without first providing the 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).

Local 6 never agreed to the proposed salary increases, due to the potentially detrimental effect this may have on current bargaining unit members. Therefore, the Union demands that the Trial Court *cease and desist* from implementing the aforementioned changes until they are fully negotiated with Local 6 in good faith.

Please contact Union Business Agent George Noel should you wish to discuss this issue further. Thank you for your prompt attention to this matter.

Very truly yours,



Steven J. Fonseca

SJF/ar

cc: Philip Basile, Chief Field Services/Legal Officer (via email)
OPEIU Local 6

George Noel, Business Agent (via email)
OPEIU, Local 6

Eamonn Gill, Counsel for the Trial Court (via email)

John Bello, Court Administrator Exec. Off. & Office of Court Management (via email)

Paul Dietl, Chief Human Resources Officer (via email)

James McDonagh, Asst. CHRO for Labor Relations (via email)