



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
CHARGE OF PROHIBITED PRACTICE
M.G.L. c.150E

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

MUR-15-4562-05-12-15

INSTRUCTIONS: Answer all applicable questions. Failing to provide information may result in the dismissal of the charge.

Note: Pursuant to 456 CMR 15.04, the DLR will not issue a complaint unless the charging party has complied with the applicable provisions of M.G.L. c.150E, §§13 and 14.

1. Employer Town of Winthrop	2. Representative to contact Howard Greenspan, Esq.	4. Telephone Number 781-598-4545
3. Address (street and No., city/town, state, and ZIP code) 200 Broadway, Suite 304, Lynnfield, MA 01940		5. Fax Number
6. Employee Organization (if any):	7. Representative to contact	9. Telephone Number
8. Address (street and No., city/town, state, and ZIP code)		10. Fax Number
11. This charge is filed against (check one) ☒ Employer ☐ Employee Organization		
12. The above named employer or employee organization has engaged or is engaging in a prohibited practice within the meaning of Massachusetts General Law, Chapter 150E, Section(s) (enter all appropriate sections/subsections) 10(a)(5) and (1) <i>Failing to specify an appropriate section/subsection may result in the dismissal of the charge.</i>		
13. Summary of basis of Charge (be specific as to names, dates, addresses, etc.) Please see attached.		

By these and other acts, the party complained of has interfered with, restrained, and/or coerced rights guaranteed by the Law.

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Revised 08/13

DLR MAY 12 15 10:38

14. (a) Is there a collective bargaining agreement that may apply to the conduct that is alleged to have violated the Law? ☐ Yes ☒ No

(b) If you checked "Yes" in question 14(a), please list all of the clauses alleged to apply and attach a copy of each.

(c) Is there a grievance concerning this matter pending? ☐ Yes ☒ No

15. Without limiting your rights to later amend your remedial request, please explain what remedy you seek. Include the amount of any financial remedy to which you claim entitlement.

Please see attached.

16. Have you attempted to settle this case? ☒ Yes ☐ No
If not, why not?

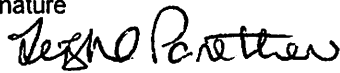
Note: The DLR may decline to issue a complaint unless reasonable settlement efforts have been made by the charging party. 456 CMR 15.04(1).

INFORMATION ON CHARGING PARTY

17. Name Winthrop Lieutenants, MCOP Local 430	18. Representative to contact Leigh Panettiere	20. Telephone Number 617-523-2500
19. Address (street and No., city/town, state, and ZIP code) 44 School Street, Suite 1100, Boston, MA 02108		21. Fax Number 617-523-2527
22. The Charging Party is an: ☐ Individual ☒ Employee Organization ☐ Employer		

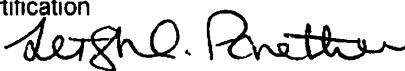
DECLARATION

I have read the above charge of prohibited practice and swear under the pains and penalties of perjury that the information contained in it is true and complete to the best of my knowledge and belief.

Name (print) Leigh Panettiere	Signature 	Title (if any) counsel
Address (street and no., city/town, state, and ZIP code) 44 School Street, Suite 1100, Boston, MA 02018		Telephone Number 617-523-2500

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Charge of Prohibited Practice on the following representative of the opposing party.

Name Howard Greenspan	Address (street and no., city/town, state, and ZIP code) 200 Broadway, Suite 304, Lynnfield, MA 01940	Telephone Number 781-598-4545
Method of Service ☐ In hand ☒ First Class Mail ☒ Other (specify): e-mail		
Signature of Person making Certification 		Telephone Number 617-523-2500

DLR MAY 12 15 04:10:33

Attachment to Charge of Prohibited Practice

Town of Winthrop and
Winthrop Lieutenants, MCOP Local 430, AFL-CIO
May 12, 2015

13. Summary of Basis of Charge:

As a result of negotiations that took place from May 6, 2014 to October 29, 2014, the parties reached an agreement based on the Town's October 29, 2014 proposal, with some modifications agreed to at the table that day. The parties left the October 29, 2014 meeting agreeing that the changes would be drafted and the agreement executed. The marked-up draft is attached as Exhibit 1.

Thereafter, Union counsel drafted changes to the Town's proposal and e-mailed it to Town counsel, requesting the Town execute the MOA. When she received no response, counsel followed up with numerous e-mails and phone calls.

On March 23, 2015, Town Counsel informed Union counsel for the first time that the Town Manager was refusing to sign the MOA. Town counsel stated that the Town Manager had "buyer's remorse" and no longer wished to enter into the agreement.

By refusing to execute the agreement, the Town has repudiated an agreement with the Union, in violation of G.L. c. 150E Section 10(a)(5) and (1).

15. Request for Remedy:

1. Execute the collective bargaining agreement as agreed in negotiations.
2. Compensate members as set forth in the agreement.
3. Pay all members the 1% pay increase which the Town agreed to pay "upon ratification of the contract" retroactively, with interest, to October 29, 2014.
4. Cease and desist from refusing to execute agreements with the union.
5. Cease and desist from, in like manner, interfering with, restraining or coercing employees.
6. Post a notice.

DLR MAY12/15 AM10:38

Town of Winthrop
Off the record package proposal
10/29/14

This agreement incorporates and continues all the terms of the parties' current collective bargaining agreement (most recently amended in the July 1, 2011 to June 30, 2014 MOA), except as modified herein.

*We proposed,
they rejected*

1. Percentage Wage Increases

7/1/14 – 2%

7/1/15 – 2%

7/1/16 – 2%

2. Accreditation Increases

- a) 1% upon ratification of contract
- b) 1% upon certification, or on the last day of 2nd year of contract as long as members cooperate fully in preparing for and progressing toward the goal of certification (whichever occurs first)
- c) 1% upon accreditation, or on the last day of the 3rd year of the contract as long as members cooperate fully in preparing for and progressing toward the goal of accreditation (whichever occurs first)
- d) Whether members cooperate fully as discussed above will be subject to the grievance and arbitration provision of the collective bargaining agreement.

*1st day of 2nd yr
1st day of 3rd yr*

3. Watch Commander Stipend

In recognition that Lieutenants will continue to assume supervisory functions over all three shifts: Day shift, PM shift and Midnight shift the Town will offer a 2% Watch Commander Stipend to be add to the base pay of the Lieutenants. Their duties will be to ensure all responsibilities under proposed policy 4.20 Administrative and/or Operational Duties and Responsibilities are carried out by all OIC's by the end of their tour of duty. When Patrol Officers act as OIC's the Lieutenants will be responsible for approving or returning for correction all incident, accidents or arrests reports whether or not they were working that actual shift.

*Add 1%
to this*

4. Float days

Float days will be eliminated for employees promoted into the bargaining unit after the date of execution of this contract. Present members' float days remain the same.

5. Accreditation bargaining

The Town/Police Department will provide the Union with a complete copy of all proposed policies, including but not limited to those proposed as part of the accreditation process. The

Exhibit 1, p. 1

Union and the Town agree to bargain regarding new policies that are mandatory subjects of bargaining apart from the main table and after the 2014-2017 contract has been settled, prior to implementation.

~~No member will be disciplined, reduced in pay or otherwise adversely impacted ~~to~~ relating to their performance under the policies until bargaining is completed.~~

✓ Reciprocity for anyone gets more than 11%

✓ Confirm retro