

Demarco, Shirley (DLR)

From: EFile DLR (DLR) <efiledlr@mass.gov>
Sent: Thursday, April 18, 2019 1:36 PM
To: hgreenspan@greenspanlawyers.com
Cc: Efile DLR (EOL)
Subject: Electronic Service of DLR Case Filing

The attached charge of prohibited practice and/or petition has been filed electronically with the Department of Labor Relations. You are being served with an electronic copy of the charge/petition because the charging party and/or petitioner has elected to use this method of service and has named you as a representative of the opposing party.

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

E-File Confirmation Number 11498	Date Filed 04/18/2019
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MUP-19-7277

EMPLOYER

1. Name Town of Winthrop	2. Telephone Number 781-598-4541
3,4,5,6. Address (street and No., city/town, state, and ZIP code) 200 Broadway, Suite 304 Lynnfield MA 01940	7. FAX Number 781-598-4579

EMPLOYER'S LABOR RELATIONS REPRESENTATIVE

8. Name Howard Greenspan, Esq.	9. Telephone Number 781-598-4541
10,11,12,13. Address (street and No., city/town, state, and ZIP code) 200 Broadway, Suite 304 Lynnfield MA 01940	14. FAX Number 781-598-4579
15. E-mail address hgreenspan@greenspanlawyers.com	16. Firm/Organization Name Attorney At Law

EMPLOYEE ORGANIZATION (if any)

17. Name Winthrop Police Union, Local 421 MCOP	18. Telephone Number 617-367-7200
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19,20,21,22. Address (street and No., city/town, state, and ZIP code) 2 Liberty Sq., 10th Floor Boston MA 02109	23. FAX Number 617-367-4820
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EMPLOYEE ORGANIZATION'S LABOR RELATIONS REPRESENTATIVE

24. Name Patrick N. Bryant	25. Telephone Number 617-367-7200
26,27,28,29. Address (street and No., city/town, state, and ZIP code) 2 Liberty Sq., 10th Floor Boston MA 02109	30. FAX Number 617-367-4820
31. E-mail Address pbryant@pylerome.com	32. Firm/Organization Name Pyle Rome Ehrenberg, PC

33. This charge is filed against Employer (E) or Employee Organization (O):	E
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34. 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)
150E-10(a)1:150E-10(a)3:150E-10(a)5

35. Summary of basis of Charge (be specific as to names, dates, addresses, etc.) Attach addition sheets, documents and/or affidavits if necessary. Please note: failure to allege specific facts may/will result in dismissal of the charge.

Within the last six months, the Town of Winthrop has refused to fully comply with a final and binding arbitration award, even after the initial award was affirmed by Massachusetts appellate courts. Furthermore, within the past six months, the Town has refused to comply with a final and binding award pertaining to the remedy ("Remedy Award") for the Town's contractual violation that was at issue in the initial award. And the Town has repudiated an agreement to pay lost details, overtime, interest and grossup payment ordered by the Remedy Award, including a specific agreement by the Town to pay \$530,000. In January 2015, the Town terminated then-Union President Ferruccio Romeo. In February 2016, an arbitrator overturned the termination and ordered the Town to reinstate Romeo and make him whole. The Town refused to do so, and filed a baseless action to vacate the decision. The Appeals Court confirmed the Award in 2018, and the SJC rejected the Town's petition for certiorari. While the Town ultimately reinstated Romeo as a police officer in 2018, the Town has failed, if not refused, to pay any monies to make Romeo whole for the lost wages and benefits. The Union was required to request a hearing with the arbitrator to address the remedy and to brief its argument. The Town never disputed its obligation to pay lost overtime or details; the only dispute between the parties was the method used to calculate damages of lost overtime and details. The Remedy Award, issued January 19, 2019, largely adopted the arguments and formulas sought by the Union to remedy the Town's breach. The Town never filed an action to seek review of the Arbitrator's Award, to the Union's knowledge. The Union subsequently provided estimates of damages along the methodology ordered by the Arbitrator. The Town never contested the Union's calculations, nor contended that the Arbitrator exceeded his authority. Ultimately, the Town agreed to pay approximately \$530,000 to address all monies Romeo is entitled to receive, except for the "grossup" payment to be addressed by the parties at a future date. The Town affirmed the agreement in writing (attached to letter to Greenberg). The Town later repudiated this agreement and its binding obligation to compensate for lost details, overtime, interest and gross-up payments. A copy of the Town's repudiation is attached. Even assuming the Town may repudiate an agreement under certain circumstances, the stated basis of the Town's repudiation is without merit.. The Town relies upon a non-binding superior court decision interpreting authority of Civil Service Commission to remedy unlawful terminations. The case has no application to authority of arbitrator

to remedy terminations without just cause. The Union cited to applicable authority in its post-hearing brief. By the foregoing and related conduct, the Town has violated various provisions of the Act and continued to retaliate against Romeo for concerted, protected activity, a campaign that has existed at least as of when the Town removed Romeo from duty in November 2014. His protected activity includes, but is not limited to, advocacy on behalf of fellow police officers raising contractual and statutory claims, and his own filing of grievances on behalf of the Union.

36. (a) Is there a collective bargaining agreement that may apply to the conduct that is alleged to have violated the Law? **Y**

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

Articles I, II, III, VIII, IX and related provisions

(c) Is there a grievance concerning this matter pending? **N**

37. 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. Make whole, attorneys fees, arbitration fees, interest, notice posting, notice reading, notice publication in local media, and all relief ordered by Arbitrator, and all other necessary relief.

38. (a) Have you attempted to settle this case? **Y**

(b) 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).

The Division may refer the charge to a Division mediator for settlement discussions.

INFORMATION ON CHARGING PARTY

39. The Charging Party is an Individual (I), Employee Organization (O), Employer (E):		O
40. Name Winthrop Police Union, Local 421 MCOP	41. Representative to contact Patrick N. Bryant	42. Telephone Number 617-367-7200
43,44,45,46. Address (street and No., city/town, state, and ZIP code) 2 Liberty Sq., 10th Floor Boston MA 02109		47. FAX Number 617-367-4820
48. E-mail address pbryant@pylerome.com		

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.

49. Name Patrick Bryant	50. Signature/s/ Patrick Bryant /s/	51. Title (if any) Attorney
52,53,54,55. Address (street and No., city/town, state, and ZIP code) 2 Liberty Sq., 10th Floor Boston MA 02109		56. Telephone Number 6173677200
57. E-mail address pbryant@pylerome.com		

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.

58. Name of Representative Being Served Howard Greenspan, Esq.	59,61,62,63. Address (street and No., city/town, state, and ZIP code) 200 Broadway, Suite 304 Lynnfield MA 01940	60. Telephone Number 781-598-4541
64. E-mail address of Representative Being Served hgreenspan@greenspanlawyers.com		
65. Method of Service: In hand (H), First Class Mail (M), E-mail (E), 66. Other (O)		E
67. Signature of Person making Certification/s/ Patrick Bryant /s/		68. Telephone Number 617-367-7200
69. E-mail address pbryant@pylerome.com		
70. Do you have additional attachments?		Y

The DLR does not discriminate on the basis of disability in access to its services. Inquiries, complaints or requests, including requests for auxiliary aids and information regarding access features should be directed to the ADA Coordinator (617) 626-7132. This document is available in alternative formats.