

The Commonwealth of Massachusetts
Department of Labor Relations
Charles F. Hurley Building
19 Staniford Street, 1st Floor
Boston, MA 02114

Ferruccio Romeo
9 Hitching Hill Rd
Saugus, MA 01906

April 26, 2019

RE: MUP-19-7261, Town of Winthrop

On April 11, 2019, I filed a charge of prohibited practice with the Department of Labor Relations (DLR) alleging that the Town of Winthrop (Town) had violated Section 10(a)(5) and, derivatively, 10(a)(1) of M.G.L. c. 150E (the Law) pursuant to information I received at a Local Union meeting on April 10, 2019. At this Local Union meeting, Local acting Union President James Feeley informed the Union membership that the Town had refused to meet and bargain over a successor Collective Bargaining Agreement which expired on June 30, 2018. He also informed the membership that no contract Proposals were exchanged by the Local Union or the Town and no Negotiation sessions had been scheduled. Acting President Feeley informed the Union membership that the Town had presented him individually with a Memorandum of Agreement (MOA) which was scheduled for a ratification vote on April 17, 2019 which was distributed to the Union membership. I voiced several concerns, one of which was that if the Union requested to meet to bargain and the Town refused then the Town committed an unfair labor practice that the Union should file. Acting President Feeley stated that I should file it. Therefore, I filed the current charge.

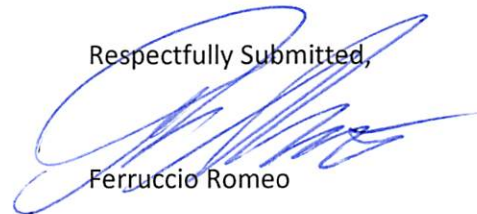
On April 17, 2019, the Union membership voted not to accept the MOA and that the Union enter into contract negotiations for a 3 year successor Collective Bargaining Agreement. The Union membership voted overwhelmingly to reject the MOA (18-NO and 6 YES).

In January, 2015, I was terminated without just cause and removed as President of MCOP Local 421 AFL-CIO, despite having no history of disciplinary actions and despite being the President of the Local for approximately ten plus years. I was unlawfully terminated for concerted protected activity for performing my representational responsibilities and strongly opposed sex discrimination against women, Judy Racow (*see Racow v. Terence Delehanty 1484CV03200 Suff. Sup. Ct., 2018*) and Nancy Dalrymple (*See Dalrymple v. Town of Winthrop et. al., 89BEM1012, Mass. App. Ct. 2000, 50 Mass. App. Ct. 2000, 02BEM0751, 05BEM01174, 05BEM02944 and 12-CV-10295 U.S.D.C.*). I filed 2 charges at the DLR, MUP-14-4210 and MUP-15-4652, which were deferred to arbitration and remain open. I was reinstated to my employment on July 22, 2018. Since my return I have requested to be added to the Local Union E-Board, which had an open vacancy since 2015 after the departure of Christopher DeCarlo.

Not until I expressed interest to be added to the Local E-Board on April 25, 2019 was I informed that the open spot had been filled by the E-Board. I also have requested to be added to the Bargaining Team and have received no response. This is a result of the personal relationship(s) between Police Chief Terence M. Delehanty and some of the current Local Union E-Board officials.

I would like to amend this charge to add sections 10(a)(2) 10(a)(3) and 10(a)(4) of the Law against the Town due to the continued interference, discrimination and retaliation against me since my reinstatement following my unlawful and retaliatory termination for protected activity in my capacity as Union President from 2004 through February, 2015 for filing numerous grievances, unfair labor practices and for strongly opposing sex discrimination against Judy Racow and Nancy Dalrymple during my term as Local Union President. I also have a pending Civil case (*See Romeo v. Town of Winthrop, et al. 1584CV02140 Suff. Sup. Ct., 2015*). Additionally, I have matters pending at the Commission Against Discrimination (MCAD) and the Civil Service Commission (CSC). All these matters deal with continued retaliation since my reinstatement approximately 9 months ago. Additionally please see MUP-19-7277 that was most recently filed at the DLR.

Respectfully Submitted,



Ferruccio Romeo

cc: Howard L. Greenspan, Esq.
Counsel for Town