

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of
CITY OF HOLYOKE

and

HOLYOKE FIREFIGHTERS
ASSOCIATION, LOCAL 1693, IAFF

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Case No.: MUP-17-5986
Date Issued: August 15, 2017

COMPLAINT OF PROHIBITED PRACTICE AND PARTIAL DISMISSAL

On May 16, 2017, the Holyoke Firefighters Association, Local 1693, IAFF (Association) filed a charge of prohibited practice with the Department of Labor Relations (DLR), alleging that the City of Holyoke (City) had engaged in prohibited practices within the meaning of Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law). Pursuant to Section 11 of the Law, as amended by Chapter 145 of the Acts of 2007, and Section 15.05 of the DLR’s Rules, I conducted an in-person investigation of the allegations on July 11, 2017. Based on the information presented during the investigation, I have found probable cause to believe that violations occurred and, for the reasons stated below, dismiss the remaining allegation.

COMPLAINT

This Complaint of Prohibited Practice shall issue and the parties will be given an opportunity to be heard for the purpose of determining the following allegations:

Count I

1. The City is a public employer within the meaning of Section 1 of the Law.

2. The Association is an employee organization within the meaning of Section 1 of the Law.
3. The Association is the exclusive bargaining representative for a unit of firefighting personnel below the rank of deputy chief employed by the City's Fire Department.
4. The Association and the City were parties to a collective bargaining agreement (CBA) that expired on June 30, 2016.
5. Since July 2016, the Association and the City have been negotiating terms for a successor contract.
6. Prior to July 1, 2017, the City's complement of firefighting equipment that responded to alarms included Engine Company 2.
7. By letter dated May 5, 2017, the City notified the Association of its decision to deactivate Engine Company 2 and reassign the bargaining unit members who staff that apparatus.
8. On July 1, 2017, the City deactivated Engine Company 2 and reassigned the bargaining unit members who staffed that apparatus.
9. The City took the action described in paragraph 8 without giving the Association an opportunity to bargain to resolution or impasse over the impacts of the decision to deactivate Engine Company 2 on the terms and conditions of bargaining unit members.
10. The impacts of the City's decision to deactivate Engine Company 2 on the terms and conditions of employment of unit members, including their workload and safety, are mandatory subjects of bargaining.
11. By the conduct described in paragraphs 8 and 9, the City has failed to bargain in good faith by implementing its decision to deactivate Engine Company 2 without giving the Association an opportunity to bargain to resolution or impasse over the impacts of that decision on employee terms and conditions of employment in violation of Section 10(a)(5) of the Law.
12. By the conduct described in paragraphs 8 and 9, the City has derivatively interfered with, restrained and coerced its employees in the exercise of their rights guaranteed under Section 2 of the Law in violation of Section 10(a)(1) of the Law.

Count II

13. Paragraphs 1-7 are re-alleged.
14. By emails dated June 8, 2017 and June 13, 2017, the Association demanded to bargain with the City over the impacts of its decision to deactivate Engine Company 2 and sought to bargain over the issue during main table contract negotiations.
15. By email dated June 13, 2017, the City offered to impact bargain with the Association in a side table bargaining session apart from main table contract negotiations.
16. Since June 13, 2017, the City has declined to bargain with the Association during main table contract negotiations and has insisted on bargaining with the Association in a side table bargaining session apart from main table contract negotiations.
17. By the conduct described in paragraph 16, the City has failed to bargain in good faith by insisting on bargaining over the impacts of the decision to deactivate Engine Company 2 in a side table bargaining session apart from main table contract negotiations in violation of Section 10(a)(5) of the Law.
18. By the conduct described in paragraph 16, the City has derivatively interfered with, restrained and coerced its employees in the exercise of their rights guaranteed under Section 2 of the Law in violation of Section 10(a)(1) of the Law.