

Trial Court Bargaining Bulletin

Local 6 Reaches an Agreement. What Does It Mean?

First, back up to the first week in December ... At our bargaining session on December 4, state mediator Gerry Casey blew the whistle and said that further meetings were useless because the “parties seemed fixed in their positions.”

At that meeting, the union again offered a series of compromises based on meeting key economic goals (8 steps for APOs and ACOs, upgrades for Assistant Chiefs, increased uniform allowance, PO II improvements, dental funding) and some key language changes, especially regarding job postings, transfers, layoffs and discrimination.

Management rejected everything, except finally promising to fund dental coverage. They continued to say the same thing: **That Judge Mulligan thought he was being very, very generous with his 3% raises and that he was not willing to ask for any more money**, even though state workers had gotten more.

When the state mediator ended the session, she announced that she was sending us to fact finding. Fact finding is a process whereby a neutral arbitrator reviews the last offers of the union and management and recommends a solution.

This was a dangerous turn for management. Think about it ... a public, independent review of how they do business!! For all their tough talk, the last thing they wanted was a little light shed on what actually goes on.

Now fast-forward a bit ... Management got busy, and between December 4th and December 17th, they meet with the Local 6 team four or five times, culminating in the announcement of an agreement.

So What Is the Deal Agreed to by Local 6?

As we understand it, the deal is very close to what Local 6 offered—and management flatly rejected—the first week of June.

According to their web site, the settlement is a three-year contract with 3% raises and an eighth pay step for all of their members, which we won for POs and COs six years ago. It also reduces the time required (to 17.5 years) to get a fifth week of vacation, and promises “strong contractual protections on evaluations.”

The last item is the most critical and one that we need to look at carefully.

What Does It Mean?

The good news is that management is no longer saying (at least to Local 6) that they are unwilling to ask for money to fix problems, like uniform allowances or upgrades. Also, the eighth step sets a good precedent for ACOs and APOs who have seven steps now.

The possible bad news is the question of what the evaluations really mean and what Local 6 really agreed to. This has been a key issue for our members, and we need to take a good hard look at it to be sure that it doesn't negatively impact members and that members' rights continue to be protected.

What Happens Now

Mediator Casey called the union on Wednesday, January 2, and told us that management had asked for an extension on final proposals for fact-finding until January 11.

Your bargaining committee met on December 21 to work again on proposals. We expect to finalize proposals this week. We are all reading and analyzing the fine print of the Local 6 agreement so that we know what it really means.

We should know after the 11th if we are returning to mediation or proceeding to a new arena.

If you have any questions, please feel free to call Don Driscoll at 617-376-7267.