

NORRIS, MURRAY & PELOQUIN, LLC

Legal Counsel to Employers and Schools

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SPEAKING ENGAGEMENTS

Leo Peloquin will present on the “Do and Don’ts of Due Process” at the MMHR Annual Labor Relations Seminar on November 1, 2019 in Devens, MA.

This session will examine proper documentation, the structure of employee meetings, and tools to help prepare for a process and build your case well before you think about arbitration.



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Union-Friendly Dues Act Imposes New Obligations

Overriding a veto, the Massachusetts Legislature recently passed a union-friendly Collective Bargaining Dues Act (“Act”) in response to the 2018 U.S. Supreme Court decision in *Janus v. AFSCME*. In *Janus*, the Supreme Court ruled that mandatory union fees on non-members were unconstitutional in the public sector. The Act allows unions to charge non-members reasonable fees for representing them in grievance or arbitration matters. Failure by the non-member to pay fees or costs relieves the union of further responsibility to the non-member under the duty of fair representation. The Act reinforces employees’ rights to grieve matters without the union’s involvement provided that the union is given an opportunity to be present at the grievance conferences.

One troublesome aspect of the Act is the provision of a union’s right to meet with employees during the workday to discuss workplace issues. Although many contracts provide such a right, it is typically bounded by reasonable notice and non-interference with employer operations; the Act provides no such caveat. The Act also provides various rights of access to employee information and time including: the right to conduct worksite meetings during employee breaks and before and after the workday to discuss workplace issues and other collective bargaining matters; the right to use the employer’s email system for union business; the right to personal information of employees such as the home address, personal email address, home telephone number or mobile telephone number of the employee; and, the right to meet with newly-hired employees for not less than 30 minutes.

The Act also includes a local acceptance provision amending G.L. c. 180, §17A allowing an employee’s union dues authorization to be irrevocable for a maximum of one-year. Since irrevocable fee arrangement may run afoul of *Janus*, employers should avoid entering into or renewing contract language purporting to accept this provision.

Ethics: Faculty Cannot Accept Rewards From Tour Companies

The State Ethics Commission (“Commission”) found that a South Hadley school employee violated the conflict of interest law by accepting travel and stipends, a form of compensation, from a tour company while performing her duties as a Trip Advisor. Beginning in 2007 through 2017, the employee organized school trips as the group leader. During this time, the tour company awarded her \$5,530 in stipends and 4,516 travel points for organizing these trips. She was rewarded based, in part, on the number of participants she recruited.

The Commission found that the employee violated the law by knowingly accepting stipends and travel points worth \$50 or more from the tour company for doing her job as the Trip Advisor. The Commission also found that the employee unlawfully accepted rewards from trips the School had a financial interest in. The Commission and the employee agreed to a settlement which required the employee to pay a civil fine of \$7,000 for violating the law.