

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

MAY - 5 2011

In the Matter of

*
*

BOARD OF HIGHER EDUCATION

*
*
*

Case No. SUP-07-5356

and

*
*

Date Issued:

MASSACHUSETTS COMMUNITY COLLEGE
COUNCIL/MTA

*
*
*

May 4, 2011

Hearing Officer:

Erica F. Crystal, Esq.

Appearances:

Patrick Bryant, Esq. and
Bryan Decker, Esq.

- Representing Massachusetts Community College
Council/MTA

Carol Wolff Fallon, Esq.

- Representing Board of Higher Education

HEARING OFFICER'S DECISION

SUMMARY

1

2

3

4

5

The issue in this case is whether the Board of Higher Education (Employer or Respondent) interfered with, restrained, and coerced Massachusetts Community College Council/MTA (Union) employees in the exercise of their rights under Massachusetts General Laws Chapter 150E (the Law), Section 10(a)(1) by threatening a defama-

1 tion lawsuit in response to the employees' filing of a grievance and making statements
2 to the media. I find that the Employer threatened to sue the employees for defamation
3 in retaliation for protected activity in violation of Section 10(a)(1) of the Law.

4 STATEMENT OF THE CASE

5 The Union filed a charge with the Labor Relations Commission (Commission) on
6 September 13, 2007, alleging that the Employer violated Sections 10(a)(1), 10(a)(3),
7 and 10(a)(4) by threatening to sue certain Union officials for defamation unless they
8 ceased and desisted from making public statements in their roles as union leaders at
9 Massachusetts Bay Community College (College). After the parties filed Written Sub-
10 missions,¹ on May 28, 2009, the Commonwealth Employment Relations Board (Board)²
11 issued a Complaint of Prohibited Practice, alleging that the Employer violated Section
12 10(a)(1) of the Law by threatening to sue certain Union officials for defamation and dis-
13 missed the 10(a)(3) allegation. The Employer filed its Answer to the Complaint on June
14 9, 2009.

15 I conducted a hearing on April 13, 2010. The parties were afforded full opportu-
16 nity to be heard and to examine and cross-examine witnesses. Both parties filed post-
17 hearing briefs.

¹ The Union withdrew its 10(a)(4) allegation in its Written Submission.

² Pursuant to 456 CMR 13.02(1) of the former Labor Relations Commission's regula-
tions in effect prior to November 15, 2007, this case was designated as one in which the
Commission would issue a decision in the first instance. Pursuant to Chapter 145 of the
Acts of 2007, the Division of Labor Relations (Division) "shall have all of the legal pow-
ers, authorities, responsibilities, duties, rights, and obligations previously conferred on
the labor relations commission." Pursuant to Chapter 3 of the Acts of 2011, the Divi-
sion's name is now the Department of Labor Relations (Department). The Board is the
body within the Department charged with deciding adjudicatory matters. References to
the Board include the Commission.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

STIPULATION OF FACTS

- 1. The Union is the exclusive bargaining representative for all full-time and regular part-time Day Faculty and Professional Staff employed by the Respondent in fifteen (15) community colleges, including Massachusetts Bay Community College.
- 2. During the time period at issue in the Complaint, Joseph O'Neill, Brenda Carroll, and Michelle Colleran-Cook were representatives of the Union.³
- 3. The letters referred to in the Complaint are three letters written by Attorney Kenneth Mickiewicz dated July 31, 2007 and addressed to Joseph W. O'Neill, Brenda Carroll, and Michelle Colleran-Cook with copies to Dr. Steven Berrien.
- 4. The Union notified Respondent of the letters written by Attorney Kenneth Mickiewicz dated July 31, 2007. It did not immediately forward a copy to the College.
- 5. Steven Berrien's employment at the College terminated on September 21, 2007.

On the entire record, including my observation of the demeanor of the witnesses, I

make the following:

20
21
22
23
24
25
26
27
28
29
30
31

FINDINGS OF FACT

On March 6, 2007, the Union filed a class action grievance (grievance) on behalf of its membership against the Employer, alleging violations of the Law, certain provisions of the parties' Collective Bargaining Agreement (Agreement), and other policies, including that the Provost failed to comply with the Student Grade Appeal Policy. The grievance arose out of a situation with a Practical Nursing (PN) student. Specifically, the Union alleged that this student failed two courses and subsequently filed a grade appeal, which the College appropriately denied. The student then, for the first time, raised the issue of disability discrimination in her testing with Provost Steven Berrien (Berrien), who allowed her to retake the exam for one of the courses and changed her

³ The Employer admitted in its Answer to the Complaint that these individuals are Massachusetts Bay Community College employees.

1 grade in the other course to "no credit," allowing the student to remain in the program. If
2 Berrien had not changed her grades, she would have been ineligible for readmission.
3 The Union's position was that Berrien should not have changed her grades.

4 In June 2007, the Board of Registration in Nursing of the Commonwealth of Mas-
5 sachusetts (Board of Nursing) wrote to the Employer to address several issues regard-
6 ing its Registered Nurse (RN) and PN programs, including concerns about the above-
7 referenced situation with the PN student. In this letter, the Board of Nursing directed the
8 Employer to immediately cease admitting students to the RN and PN programs, pend-
9 ing compliance with certain of its requirements. On July 10, 2007, the Boston Globe
10 (Globe) published an article, entitled "Nursing program frozen at MassBay: State cites
11 college over leadership, grade-tampering," in which Joseph O'Neill (O'Neill) and Brenda
12 Carroll (Carroll) were both quoted in the article as follows:

13 "The institution is very unstable right now," said Brenda Carroll, a faculty
14 member in the allied health department. "The college is in disarray, and
15 faculty are trying very hard to keep the academic programs together."
16

17 Carroll, a vice president of the MassBay Professional Association, said the
18 faculty and staff union filed a grievance against Berotte Joseph⁴ alleging
19 interference with the grade appeal process.
20

21 Joseph W. O'Neill, union president, said administrators are manipulating
22 the grade appeal process so that individual students can remain at the
23 school.
24

25 "The provost has consistently maintained that it's one student," he [O'Neill]
26 said. "We're saying it's every student. They are systematically getting in-
27 volved in pressuring decisions. We think the process is broken."
28

⁴ Carole Berotte Joseph (Berotte Joseph) is the College President.

1 On July 12, 2007, the Globe published a follow-up article, entitled "Board backs
2 admissions freeze on MassBay nursing program" in which O'Neill was again quoted as
3 follows:

4 Joe O'Neill, president of MassBay Professional Association, said the
5 board's [Board of Nursing] decision to continue the admission ban was an
6 extraordinary step. "It shows how serious their concerns are," he said.
7

8 On July 31, 2007, Berrien, through his attorney, Kenneth Mickiewicz (Mickiewicz)
9 sent the following letter to O'Neill, Carroll, and Colleran-Cook (collectively, Union
10 Representatives) at each of their home addresses.

11 This firm represents Dr. Steven Berrien, provost of Mass. Bay Community
12 College in his claims against you and others for defamation of character.
13 It is our understanding that through a course of conduct orally, in writing
14 and by email, you have made statements which were false, or you had
15 reason to believe were false, about our client and about college events in
16 which he was involved. It is our further understanding these statements
17 were made not only to members of the college, but also to certain
18 professional organizations, as well as the media. You appear to have
19 embarked on a campaign of defamation slandering Dr. Berrien's name
20 and reputation to a variety of third persons. Remarkably, some of your
21 false statements actually arise from the conduct of employees in your own
22 department for who [sic] you are directly responsible. Whether your
23 actions arise out of anger over a lost job opportunity, changes in the new
24 administration at the college or other factors is irrelevant because your
25 conduct is prohibited by law.
26

27 It is clear that your statements constitute a publication under
28 Massachusetts law. *Brauer v. Globe Newspaper Company*, 351 Mass. 53
29 (1996); *Ellis v. Safety Ins. Co.*, 41 Mass. App. Ct. 630 (1996).
30 Additionally, publication within a community such as Mass. Bay constitutes
31 additional publication to third parties. *Bander v. Metropolitan Life Ins. Co.*,
32 313 Mass. 337 (1943). Conduct such as yours is actionable in
33 Massachusetts so long as the words published are "of and concerning our
34 client." *New England Tractor Trailer Training of Connecticut Inc. v. Globe*
35 *Newspaper Co.*, 385 Mass. 471 (1985). As a result of your conduct, Dr.
36 Berrien has been the subject of unnecessary inquiry and his official
37 actions subjected to invalid examination. Your deliberate conduct has
38 harmed Dr. Berrien.
39

1 Massachusetts law prohibits the communication of false statements about
2 another which damage a person's reputation in the community. The
3 person who was defamed can recover damages from the person who
4 committed the slander in an amount determined by a jury. Furthermore,
5 there may be other Massachusetts statutes implicated which, in certain
6 circumstances, can provide for treble damages plus attorney's fees. We
7 continue our investigation and are examining whether you acted alone or
8 with others in this course of conduct. Based upon what we have learned
9 to date, we believe that your actions have subjected you to liability to Dr.
10 Berrien for both defamation and perhaps violation of other statutes. If you
11 have home owner's insurance or other insurance coverage which would
12 provide coverage for you under Dr. Berrien's claims, you should consider
13 immediately placing those carriers on notice of this letter.
14

15 Dr. Berrien is distressed over your actions. He is extremely concerned
16 about the effect of the statements about him that damage his reputation
17 which you have been making to a variety of people. Nevertheless, rather
18 than now pursuing his claims against you in court, he prefers immediate
19 closure of these events provided you immediately cease your activities
20 and cease making these statements. I will assume that upon receipt of
21 this letter you will thereafter accordingly govern yourself. But if I learn
22 either from Dr. Berrien or others, or see publications evidencing that
23 statements are continuing, you should expect to immediately hear from us
24 again.
25

26 Berrien never spoke to Carroll, O'Neill, or Colleran-Cook about the letter, never
27 made any official or unofficial statement about it, and his employment at the College
28 terminated September 21, 2007.⁵

29 On August 24, 2007, O'Neill emailed Berotte Joseph about the above-referenced
30 letter.⁶ By letter dated August 28, 2007, with a copy to Carroll and Berrien, Berotte
31 Joseph responded as follows:

32 I am in receipt of your electronic message dated August 24, 2007. I do
33 not share your view that the College administration has threatened any
34 member of the College's faculty or professional staff for engaging in their
35 professional duties as union officials.
36

⁵ The circumstances underlying the termination of Berrien's employment are unclear.

⁶ This August 24, 2007 email was not entered into evidence.

1 It appears that you are referencing a possible legal matter involving
2 yourself, two other faculty members and a college employee who is acting
3 as a private citizen and not on behalf of the College. The College is not a
4 party to this matter and neither sanctions nor controls it.

5
6 On August 28, 2007, the Union sent a letter to Mickiewicz, with a copy to
7 the College's legal counsel, stating in relevant part:

8 To the extent that the statements in question constitute or relate to
9 protected union activity under G.L. c. 150E § 2, conduct which had the
10 effect of discouraging such protected activity through threats of legal
11 action by an agent of a public employer is unlawful prohibited practice.
12 See, *City of Lawrence*, 15 Mass. Labor Cases 1162 (1988) (investigation
13 of union officials triggered by "no-confidence" vote in police chief
14 unlawfully discouraged protected activity in violation of G.L. c. 150E, §
15 10(a)(1)); cf., *Bill Johnson's Restaurants, Inc. v. National Labor Relations*
16 *Board*, 461 U.S. 731, 744, 103 S. Ct. 2161, 2170, 76 L.Ed. 2d 277 ("it is
17 an enjoinable unfair labor practice to prosecute a baseless lawsuit with the
18 intent of retaliating against an employee for the exercise of rights
19 protected by § 7 of the [National Labor Relations Act].").

20
21 The union asks that Dr. Berrien withdraw what it can only conclude are
22 baseless threats of legal action against its officers for legally protected
23 activities, and reserves its rights to take appropriate action to protect it and
24 its officers' interests.

25
26 By letter dated September 7, 2007 to Berotte Joseph, the Union stated that it was
27 a serious error in judgment for the Employer to threaten personal legal action against
28 union officers for engaging in ethical and professional activities required by their offices.

29 On September 19, 2007, Berotte Joseph responded, in part, as follows:

30 Your letter appears to be based on a misconception. The College is
31 neither a party to nor endorses any individual cause of action. I have not
32 seen the purported letter to which you refer. However, I respect the right
33 of all individuals, whether in a bargaining unit or not, to be able to exercise
34 their rights under the law, which includes a personal right of action. I am
35 sure we share the view that this right is a fundamental principle of our
36 democratic system.

37
38 On September 18, 2007, Berotte Joseph sent an email to all college staff and
39 faculty, which stated, in part:

1 Open communications are of paramount importance in an institution of
2 higher learning where, by definition, various points of view are voiced,
3 debated, and weighed. Indeed, I consider it part of the duty of a President
4 to engender a climate of free speech, debate and tolerance for different
5 points of view.
6

7 This belief leads me to comment on recent allegations that executive staff
8 attempted to silence union leaders through legal action. Let me reiterate
9 what I said at our Convocation on August 30th.⁷ The college is neither a
10 party to nor endorses any individual/private cause of action. I make this
11 statement to publicly clarify that any legal action taken by staff in their
12 capacity as private citizens is not within the purview of the college
13 president or administration. These are private matters which now reside
14 within the judicial system.
15

16 OPINION

17 A public employer violates Section 10(a)(1) of the Law when it engages in
18 conduct that tends to interfere with, restrain, or coerce employees in the exercise of
19 their rights under Section 2 of the Law. Quincy School Committee, 27 MLC 83, 91
20 (2000); Town of Athol, 25 MLC 208, 212 (1999); Groton-Dunstable Regional School
21 Committee, 15 MLC 1551, 1555 (1989). The Union alleges that the Employer violated
22 Section 10(a)(1) by threatening legal action in the July 31, 2007 letter from Berrien's
23 attorney (July letter).

24 **A. The Union Representatives Were Engaged in Protected, Concerted** 25 **Activity.** 26

27 Although in Berrien's July letter, he did not make explicit for which statements he
28 is threatening,⁸ since the letter generally references statements to "the college
29 community," "certain professional organizations," and "the media," I infer that he is
30 referencing the Union Representatives' comments in the Globe articles, as well as their

⁷ There is no evidence of what the Berotte Joseph said at the Convocation.

⁸ Berrien did not testify and the Employer did not call any witnesses.

1 filing of a grievance and the communications about the grievance.⁹ Moreover, the very
2 fact of the ambiguity is support for me to infer (as it is for employees, as will be
3 discussed below) that the lawsuit threat includes a threat for filing the grievance. It is
4 well-settled that the filing of a grievance constitutes protected activity. Salem School
5 Committee and Elizabeth Anne Babcock, 35 MLC 199, 216 (2009) (citing School
6 Committee of East Brookfield v. Labor Relations Comm'n., 16 Mass. App. Ct. 46, 51
7 (1983)). Additionally, making statements to a newspaper about an employer can be
8 protected activity. Id. at 218. (statement to newspaper that teacher was taking a leave
9 of absence because the school was dysfunctional as a result of awful management was
10 protected activity). Here, the Globe articles refer to O'Neill and Carroll as union officials,
11 the statements they made involve the administration's mishandling of student grades, its
12 effect on faculty, and the related grievance.¹⁰ Therefore, I find that the Union
13 Representatives were engaged in protected activity.¹¹

14 **B. A Reasonable Employee Would Consider the July 2007 Letter Chilling.**

15 The focus of a 10(a)(1) analysis is the effect the employer's conduct would have
16 on a reasonable employee's exercise of their Section 2 rights, rather than the

⁹ There is no evidence that Colleran-Cook made any statements to the Globe, or anyone else, regarding Berrien, further supporting my finding that the July letter included references to the Union's filing of a grievance and communications regarding the grievance, in addition to the Globe articles, as this would be Colleran-Cook's only known involvement.

¹⁰ The Employer argues that Paragraph 8 of the Complaint, which references the Union's class action grievance, must be dismissed because the parties' October 2009 Settlement Agreement resolved the grievance. This argument is without merit, as the Settlement Agreement does not change the fact that the Union filed the grievance.

¹¹ In its brief, the Employer does not argue that the Union Representatives' statements were not protected activity.

1 employer's motivation in taking the action. City of Cambridge, 30 MLC 31, 32 (2003).
2 As noted by the Union, the National Labor Relations Board (NLRB) has held that a
3 threat to sue a union member for engaging in protected activity violates Section 8(a)(1)
4 of the National Labor Relations Act (NLRA).¹² See U.S. Postal Service and Cline, 350
5 NLRB 125, 126 (2007); DHL Express, Inc. and American Postal Workers Union, 355
6 NLRB No. 144 (2010).¹³

7 Not only did the July 2007 letter threaten a lawsuit, but it also noted that the
8 Union Representatives may have violated other statutes, could be liable for treble
9 damages, and should contact any insurance that may provide coverage for damages
10 associated with the claims. Further, the July letter offers "immediate closure" if the
11 Union Representatives cease their activities and cease making such statements. I find
12 that these threats would certainly chill reasonable employees in the exercise of their
13 rights under the Law.

14 **C. Berrien was an Agent of the Employer.**

15 The Employer argues that it cannot be held responsible for Berrien's actions
16 because he was acting on behalf of himself as an individual, and not on behalf of the
17 Employer. In support of this argument, it claims that Berotte Joseph did not even see a

¹² Section 8(a)(1) of the NLRA is analogous to Section 10(a)(1) of the Law. City of Boston and American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, 9 MLC 1664, 1668, n.4 (1983).

¹³ In the cited cases, the NLRB discussed, without deciding, that threats to sue may be lawful when they are "incidental" to litigation, i.e., threats that are made preliminary to, or intertwined with, a lawsuit. However, there is no evidence that Berrien filed a lawsuit here.

1 copy of the July letter until November 2007, after the Union filed the instant charge.¹⁴
2 Further, the Employer contends that the Union's response to the July letter was not
3 addressed to the Employer, nor did the Union ever specifically request that the
4 Employer withdraw the letter or request it to take any action, evidencing the fact that the
5 Union did not believe that Berrien was acting on the Employer's behalf.

6 A public employer is responsible for the unlawful conduct of a supervisory
7 employee and an agent of the employer who acts within the scope of his or her
8 apparent authority whether or not the employer authorized those acts. Higher
9 Education Coordinating Council and Massachusetts Community College Council, 25
10 MLC 69, 71 (1998). Apparent authority is created when a principal engages in conduct
11 that causes another person to reasonably believe that the alleged agent has the
12 authority to act on behalf of the principal. Id. The Board has found that it is rarely
13 appropriate to distinguish statements made by an employer's representative in his
14 representative capacity from statements made by the same person in his individual
15 capacity, therefore, generally all statements related to the workplace made by an
16 employer agent will be attributable to the employer. Town of Hanson, 16 MLC 1352,
17 1354 (1989).

18 Here, it was reasonable for the Union and employees to believe that Berrien was
19 acting on behalf of the Employer. As Provost, Berrien was second in command to
20 Berotte Joseph. The July letter references Berrien as Provost, and claims that the
21 Union officials made false statements regarding him and "college events" in which he
22 was involved. Berrien's position at the College, coupled with the fact that the

¹⁴ As stated above, neither Berotte Joseph nor any Employer witnesses testified at the hearing, therefore, there is no evidence to support this claim.

1 statements and events addressed in the July 2007 Letter were all workplace events,
2 would lead a reasonable person to conclude that Berrien was acting on behalf of the
3 Employer.¹⁵

4 In addition, when the Union responded to Berrien's attorney on August 28, 2007,
5 it noted that it considered Berrien's letter a violation of the Law. The Union also
6 corresponded with Berotte Joseph about the July letter on August 24, 2007, which was
7 prior to its response to Berrien's attorney, and sent further correspondence to Berotte
8 Joseph on September 7, 2007 regarding the administration's threats of personal legal
9 action against union officers. Contrary to the Employer's arguments, the Union's
10 conduct establishes that it believed that Berrien was acting in his capacity as Provost
11 and on behalf of the Employer.

12 **D. The Employer did not Repudiate Berrien's Statements.**

13 The Employer argues that it repudiated Berrien's actions, specifically by Berotte
14 Joseph's September 18, 2007 statement to staff and faculty. In certain cases, an
15 employer can repudiate a violation of the Law, but the repudiation must be timely,
16 unambiguous, specific in nature to the coercive conduct, free from other proscribed
17 conduct, adequately publicized to the employees involved, not followed by other
18 proscribed conduct, and accompanied by assurances to employees that the employer
19 will not interfere with the exercise of their rights. Salem School Committee 35 MLC at

¹⁵ The Employer also argues that the fact that Berrien terminated his employment with the College shortly after Berotte Joseph informed the staff that the Employer did not endorse any private cause of action is further support for its argument that the letters were not written on or behalf of the Employer. As no evidence was introduced regarding why Berrien terminated his employment, I do not find the argument persuasive. Moreover, as discussed below, the Employer failed to offer any evidence that the this termination should assure employees that the Employer did not condone such conduct.

1 217 (citing Passavant Memorial Area Hospital and Health Care Local Union No. 1401,
2 237 NLRB 138, 138-139 (1978)).

3 Here, I do not consider Berotte Joseph's September 18, 2007 statement a
4 repudiation of Berrien's letter. First, the statement was not timely, as it was made over
5 a month after Berrien's July 2007 letter. Second, the Employer did not assure the
6 employees that it would not interfere with the exercise of their rights; instead it reiterated
7 its position that any action taken on behalf of staff as private citizens is "not within the
8 purview" of the college president or administration.¹⁶ Similarly, I do not find that any of
9 Berotte Joseph's prior correspondence constituted a repudiation of the July letter, as
10 nothing assured employees that the Employer would not interfere with the exercise of
11 their rights under the Law. Rather, the Employer merely continued to reiterate that it
12 was not involved in, and did not endorse, Berrien's letter.

13 The Employer also argues that because no lawsuit had been filed, it was under
14 no obligation to determine if there was a basis for a lawsuit or if there was any
15 representation that Berrien was acting on behalf of the Employer. It goes on to state
16 that while it does not know which statements the July letter was referring to, it is
17 possible that Berrien was investigating whether the allegations of grade tampering¹⁷
18 would meet the definition of actual malice under Massachusetts defamation law. As

¹⁶ In addition, Berotte Joseph's September 19, 2007 letter states that she respects the right of all individuals to be able to exercise their rights under the law, which includes a personal right of action. Thus, the Employer is effectively stating that it respects Berrien's right to threaten suit against the Union Representatives, rather than disavowing the action.

¹⁷ The Globe articles referred to the situation with the PN student as "grade tampering," but there is no evidence that the Union Representatives ever used this term.

1 discussed above, although the Board has not addressed this issue, the NLRB has held
2 that the *threat* to file a lawsuit against an employee can constitute a violation.
3 Therefore, I find that the Employer's argument that it was under no obligation to address
4 Berrien's threats because he did not file a lawsuit unfounded.¹⁸

5 CONCLUSION

6 Based on the record, including my observation of the demeanor of the witnesses,
7 and for the reasons stated above, I conclude that the Employer violated Section
8 10(a)(1) in the manner alleged in the complaint.

9 ORDER

Based on the above, I order the Board of Higher Education to take the following
action.

1) Cease and desist from:

- a. Making statements that would tend to interfere with, restrain or coerce employees in the exercise of their rights under Section 2 of the Law.
- b. Threaten to sue employees for defamation in a manner that would tend to interfere with, restrain or coerce employees in the exercise of their rights under Section 2 of the Law.

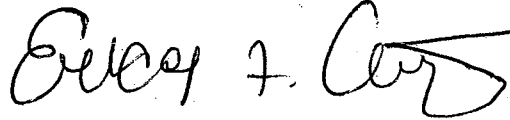
2) Take the following affirmative action that will effectuate the purposes of the Law:

- a. Post in all conspicuous places where employees usually congregate, or where notices are usually posted, including electronically, if the Board of Higher Education customarily communicates with these employees via intranet or email, and display for a period of thirty (30) days thereafter, signed copies of the attached Notice to Employees.

¹⁸ Similarly, the Employer's argument that an individual's right to sue in tort cannot form the basis for a prohibited practice charge against the Employer is unpersuasive. Moreover, my decision is based on Berrien's actions as an agent of the Employer, not as an individual.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



ERICA F. CRYSTAL, ESQ.
HEARING OFFICER.

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. Chapter 150E, Section 11 and 456 CMR 13.02(1)(j), to request a review of this decision by the Commonwealth Employment Relations Board by filing a Request for Review with the Executive Secretary of the Department of Labor Relations within ten days after receiving notice of this decision. If a Request for Review is not filed within ten days, this decision shall become final and binding on the parties.



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

NOTICE TO EMPLOYEES
POSTED BY ORDER OF A HEARING OFFICER OF THE
THE MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

A Hearing Officer of the Massachusetts Department of Labor Relations has found that the Board of Higher Education violated Section 10(a)(1) of M.G.L. Chapter 150E by engaging in conduct that tends to interfere with, restrain or coerce employees in the exercise of their rights guaranteed under Section 2 of the Law. The Board of Higher Education posts this Notice to Employees in compliance with the Hearing Officer's order.

Chapter 150E gives public employees the following rights:

- To form, join or assist a union;
- To participate in proceedings at the Department of Labor Relations;
- To act together with other employees for the purposes of collective bargaining or other mutual aid or protection;
- To choose not to engage in any of these protected activities.

WE WILL NOT make statements that would tend to interfere with, restrain or coerce employees in the exercise of their rights guaranteed under Section 2 of the Law.

WE WILL NOT threaten to sue employees for defamation in a manner that would tend to interfere with, restrain or coerce employees in the exercise of their rights under Section 2 of the Law.

For the Board of Higher Education

Date

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED
This notice must remain posted for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Department Labor Relations, Charles F. Hurley Building, 1st Floor, 19 Staniford Street, Boston, MA 02114 (Telephone: (617) 626-7132).