

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of

COMMONWEALTH OF MASSACHUSETTS/
COMMISSIONER OF ADMINISTRATION

and

ALLIANCE, AFSCME-SEIU, LOCAL 509

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Case No. SUP-13-3200

Date Issued: August 11, 2015

Hearing Officer:

Margaret M. Sullivan, Esq.

Appearances:

Melinda T. Willis, Esq. - Representing the Commonwealth
of Massachusetts/Commissioner
of Administration

Tod A. Cochran, Esq. - Representing the Alliance,
AFSCME-SEIU, Local 509

HEARING OFFICER DECISION

Summary

1
2 The issue in this case is whether the Commonwealth of
3 Massachusetts/Commissioner of Administration (Commonwealth), acting through the
4 Department of Mental Health (DMH), independently violated Section 10(a)(1) of
5 Massachusetts General Laws, Chapter 150E (the Law) by interfering with, restraining
6 and coercing Alliance, AFSCME-SEIU, Local 509's (Union) bargaining unit member
7 Jean Calvert (Calvert) in the exercise of her Section 2 rights. I find that the
8 Commonwealth violated the Law in the manner alleged.

Statement of the Case

1 On October 16, 2013 and January 14, 2014, Union filed charges with the DLR in
2 Case Nos. SUP-13-3200 and SUP-14-3394 respectively, alleging that the
3 Commonwealth violated Sections 10(a)(1) and (3) of the Law. The DLR subsequently
4 consolidated the cases for investigation. A DLR hearing officer conducted an
5 investigation on February 3, 2014. On February 13, 2014, the investigator issued a
6 complaint alleging that the Commonwealth, acting through DMH, independently violated
7 Section 10(a)(1) of the Law when Calvert's supervisor Steven Jochim (Jochim) directed
8 her not to speak with anyone about the fact that she did not receive call back pay for
9 certain on-call duties.¹ The Commonwealth filed its answer on February 20, 2014.

10 I conducted a hearing on February 13, 2015 and April 2, 2015. Both parties had
11 an opportunity to be heard, to examine witnesses and to introduce evidence. The
12 parties submitted their post-hearing briefs on May 22, 2015. Upon review of the entire
13 record, including my observation of the demeanor of the witnesses, I make the following
14 findings of fact and render the following opinion:

Stipulated Facts

- 15
- 16 1. The Commonwealth of Massachusetts is a public employer within the meaning of
17 Section 1 of Chapter 150E of the Massachusetts General Laws ("the Law").
 - 18 2. SEIU, Local 509 is an employee organization within the meaning of Section 1 of
19 the Law.
20

¹ The parties stipulated that although Case No. SUP-13-3200 and SUP-14-3394 were consolidated for investigation, Case No. SUP-14-3394 is now closed. The investigator dismissed the remaining allegations in Case No. SUP-13-3200 and all of the allegations in Case No. SUP-14-3394, including Section 10(a)(3) allegations involving Calvert and independent Section 10(a)(1) and Section 10(a)(3) allegations involving another unit member Jennifer Roche (Roche). The Union did not file a request for review pursuant to 456 CMR 15.04(3) of the portions of the charges that the investigator dismissed.

1 3. SEIU, Local 509 and the Commonwealth are parties to a Collective Bargaining
2 Agreement (the "Agreement") which was in effect for the period January 1, 2011
3 to December 31, 2013.

4
5 4. The Union is the exclusive bargaining representative for certain state employees
6 employed as clinical social workers, including mobile crisis intervention (MCI)
7 clinicians.

8 Relevant Contractual Language

9
10 Article 7 of the parties' Agreement provides in relevant part as follows:

11 Section 5-Call Back Pay

12
13 An employee who has left his/her place of employment after having completed work on
14 his/her regular shift, and who is called back to a workplace prior to the commencement
15 of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her
16 regular hourly overtime rate. This Section shall not apply to an employee who is called
17 in to start his/her shift early and who continues to work that shift.

18
19 An employee who is called back to work as outlined above but is not called back to a
20 work place shall receive a minimum of two (2) hours pay at his/her regular overtime
21 rate. For the purpose of this Section, a "work place" is defined as any place other than
22 the employee's home to which he/she is required to report to fulfill the assignment.

23
24 For an employee who is called back pursuant to paragraphs 1 and 2 of this Section, the
25 four (4) hour minimum shall be counted for the purpose of calculating overtime
26 compensation pursuant to Section 2 of this Article when said employee is called back to
27 the workplace. The two (2) hour minimum shall be counted for the purpose of
28 calculating overtime compensation when the employee is called back to work but not
29 called back to the workplace.

30
31 Section 7-Stand-by Duty

32
33 A. An employee who is required by the department head to leave instructions as to
34 where he/she may be reached in order to report to work when necessary shall be
35 reimbursed at a rate not to exceed seventeen dollars and fifty cents (\$17.50) for
36 such stand-by period.

37
38 B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by
39 duty, and shall be nine (9) hours for any daytime stand-by duty.

40
41 C. Stand-by duty shall mean that a department head has ordered any employee to
42 be immediately available for duty upon receipt of a message to report to work. If
43 any employee assigned to stand-by duty is not available to report to duty when
44 called, no stand-by pay shall be paid to the employee for the period.

1 D. Should an employee be called off stand-by duty to perform work, such employee
2 shall receive, in addition to his/her stand-by pay, an additional pay for all hours
3 worked on an overtime basis in accordance with Section 2 (overtime) and
4 Section 5 (call back) of this Article and all other relevant provisions of this
5 Agreement.

6 Findings of Fact²

7 The events before me involve DMH employees who work in the Cape Cod and
8 Islands Region. DMH operates an emergency services program in that region,³ which
9 provides immediate crisis evaluations and interventions in the community to adults and
10 children who are enrolled in Medicaid or a related health insurance program, including
11 MassHealth, or who are not enrolled in a health insurance program. The Mobile Crisis
12 Intervention Team (MCI) is the children's crisis program within the emergency services
13 department. Calvert has worked as a site director for the MCI since May 2010 and is a
14 member of the Union's bargaining unit. She also participates in the MCI's on-call
15 clinical consultation program (on-call duties). She takes phone calls after work hours
16 from clinicians who have seen a child and who, pursuant to a court decree, must consult
17 with an on-call clinical consultant regarding the child's disposition planning. Pursuant to
18 Section 7 of the Agreement, Calvert earned standby duty pay, which the parties refer to
19 as stand-by pay, of \$17.50 for each workday that she was on call and \$35 for each
20 weekend day or holiday that she was on call.⁴

² The DLR's jurisdiction in this matter is uncontested.

³ DMH or vendors with whom DMH has entered contracts operate similar emergency service programs in other regions throughout the state.

⁴ The Commonwealth disputes whether or not the MCI on-call clinical consultants were entitled to receive call back pay as well as stand-by pay. However, the merits of that issue are not before me.

1 On April 16, 2013, Calvert attended a monthly meeting (April 16, 2013 meeting)
2 for MCI supervisors and managers from various regions. Also, in attendance at the
3 meeting were: Susan Gill-Hickey, a site director for the MCI in Norton, Vanessa
4 Goodman, a site director for the MCI in Brockton, and Jennifer Payne, the Southeast
5 Area MCI Director. During the meeting, Calvert became aware that other on-call MCI
6 clinical consultants had received call back pay, pursuant to Article 7, Section 5 of the
7 Agreement, as well as stand-by pay.⁵ The call back pay consisted of two hours of
8 overtime for every call that came in during a two-hour period. At that time, the
9 designated on-call clinical consultants for the MCI in the Cape Cod and Islands region
10 received approximately two to three calls a night. Calvert estimated that there was a
11 significant monetary difference between receiving only standby pay and receiving
12 standby pay and call back pay.

13 After the April 16, 2013 meeting, Calvert contacted Roche, who was a supervisor
14 in the community-based stabilization program and who also performed MCI on-call
15 duties, and asked her whether she was aware that they might be eligible for call back
16 pay. Roche replied that she did not even know what call back pay was. Calvert then
17 explained how call back pay was calculated.

18 April 18 and 19, 2013

19 On either Thursday, April 18, 2013 or Friday, April 19, 2013, Calvert informed
20 Sarah Stanley (Stanley),⁶ the director of the emergency service program, that she had
21 become aware that MCI on-call clinical consultants in other regions were receiving on-

⁵ Article 7, Section 7 describes when unit members are eligible for stand-by pay.

⁶ Stanley was a member of the Union's bargaining unit and also performed MCI on-call duties.

1 call pay, and that Calvert planned to include a request for call back pay in her timesheet
2 for that week.⁷ Calvert informed Stanley about her call back pay request because
3 Stanley was approving the time sheets while Jochim, the site director for the mental
4 health center,⁸ was on vacation. Stanley told Calvert to get Jochim's approval for the
5 call back pay when he returned from vacation on April 22, 2013. Similarly, Stanley
6 informed Roche during an April 19, 2013 telephone conversation that she had deleted
7 the portion of her timesheet in which Roche had requested call back pay, because
8 Stanley was not comfortable approving the request and wanted to have Jochim approve
9 it. On or about that time, Stanley spoke with Maribeth Hazel (Hazel) of the Human
10 Resources Payroll Office and with Jane Evans (Evans), the administrative assistant who
11 handles payroll for Jochim, in order to get more information about call back pay,
12 including how call back pay is calculated.

13 Also, on April 19, 2013 at 5:02 PM, Stanley sent an email message to Jochim
14 stating:

15 F[YI]-Jean [Calvert] and Jen [Roche] learned that other MCI supervisors
16 request different OT pay for being on call. They are intending to talk with
17 the union and request back pay. They are both very upset and plan to talk
18 to you on Monday.

19 Even though Jochim was on vacation, he checked his email messages within the next
20 few minutes and responded via e-mail to Stanley at 5:10 PM by inquiring:

⁷ Calvert testified that she met with Stanley on Thursday, April 18, 2013 to discuss the call back pay issue. However, Stanley testified that spoke by telephone with Calvert on Friday, April 19, 2013. However, I need not reconcile the differences in their testimony, because it is not material to the issue before me as to whether Stanley knew on April 18 or April 19, 2013 about the call back pay issue.

⁸ Jochim supervised Calvert, Roche and Stanley as well as other employees in the region.

1 What are the other supervisors getting for pay?

2 In a 5:14 PM email message, Stanley replied:

3
4 Standby pay and an additional 2 hours OT of call-back pay for every call
5 within a 4 hour time frame.

6 April 21, 2013

7 On Sunday, April 21, 2013 at 2:27 PM, Stanley sent an email message to

8 Jochim and Evans stating:

9 Steve, I went in the system to approve time for those who worked
10 Saturday, but no longer have access to your or _'s time sheets, so that will
11 need to be done 1st thing tomorrow by 9 AM. Also, I asked Jean and Jen
12 to wait until tomorrow to discuss the call-back OT pay, but they both went
13 back in the system and documented call back OT for the past several
14 weeks. I will need to talk with you about this before I approve it as I am
15 unsure of how it is calculated. I have no documentation of the time they
16 took the calls, and they are requesting call back OT for the past several
17 weeks. I will need to talk with you about this before I approve it as I am
18 unsure of how it is calculated[.] I have no documentation of the time they
19 took the calls, and they are requesting as much as 6 hours OT on some of
20 the days.

21 Thirteen minutes later, Jochim sent an email reply stating:

22 Hi, they have to submit proof they received these calls. How far back did
23 they go? I will meet with both of them tomorrow. Thanks.

24 Stanley responded via email six minutes later stating:

25 They go back to the when the electronic system began. I am still unclear
26 about how the other sites manage the after hour MCI calls, but from what I
27 can gather, I believe that the ESP directors in Norton and Brockton rotate
28 covering all AOC, MCI and incident report calls for both sites after hours. It
29 would seem that the reimbursement would be different.

30 April 22, 2013

31 On Monday, April 22, 2013 at approximately 7:00 AM, Calvert retrieved email
32 messages from her office email account, including two email messages that Stanley

1 and Jochim had sent her on Sunday. On Sunday at 4:07 PM, Stanley sent Calvert and
2 Roche an email message stating:

3 Steve will meet with you in the AM to discuss call-back pay. Please bring
4 documentation of the dates you are requesting call-back pay, time and
5 duration of the call, child's name, name of who called you, and correlating
6 OT slips. HR can explain how to fill out the OT slips as I am unsure about
7 this. Make sure the OT slips correlate with what you enter in the time
8 sheet system.

9 On April 22, 2013 at 6:35 AM, Jochim sent her an email message stating:

10 Hi, I would like to meet with you at 9:40 in my office. Let me know if you
11 can make it. Thanks.

12 On that same date at approximately 8:00 AM, Calvert called Jochim and asked whether
13 she and Roche should meet with him together because they both performed MCI on-call
14 clinical consultation duties. Jochim replied that he would meet with Calvert first and
15 Roche later.⁹

16 April 22, 2013 Meeting

17 Jochim and Calvert disputed certain details about what took place during that
18 meeting, including whether Stanley was present for the meeting. I have noted certain of
19 the disputed facts in the footnotes below. However, those disputed facts are not
20 material to the issue of whether Jochim made certain comments that form the basis of
21 the independent Section 10(a)(1) allegation. Calvert credibly and plausibly testified that

⁹ Calvert indicated that Jochim told her that he wanted to speak individually with Roche and her. However, Jochim testified that spoke with Roche on the telephone and they agreed that their schedules were too busy to meet on Monday and that they would meet on Tuesday instead. I credit Calvert's testimony on this point because it is consistent with Roche's testimony that Jochim told her that he wanted to speak with Calvert first. It is also unlikely that Roche voluntarily agreed to meet separately from Calvert. For the same reasons, I decline to credit Stanley's testimony that she and Jochim were waiting for Roche to join the April 22, 2013 meeting with Calvert but that Calvert informed them that Roche was too busy to attend the meeting.

1 Jochim made those comments to her. Further, when Jochim testified, he did not deny
2 that he made the comments, even though he explicitly denied making other comments
3 during the meeting, which are not material to the outcome here. Further, Stanley, who
4 claimed to be present at the meeting, never testified that Jochim did not make the
5 comments that are the subject of the complaint.

6 The relevant details about the twenty-minute meeting on April 22, 2013 are as
7 follows. At approximately 9:40 AM, Jochim met with Calvert in his office for
8 approximately twenty minutes. Calvert was upset and angry that other MCI on-call
9 clinical consultants had received call back pay and she had not.¹⁰ Jochim accused her
10 of disparaging him because she had not received call back pay. Calvert replied that she
11 was not disparaging him because she did not believe it was his fault. Jochim then
12 informed her that he and two other regional directors previously had met and decided
13 not to pay call back pay to the MCI on-call clinical consultants. He then expressed
14 anger at the Brockton Regional Director, who had paid call back pay, to the MCI on-call
15 clinical consultants that he supervised.¹¹ Jochim was frustrated that DMH had not made
16 a universal and thought out decision whether or not all MCI supervisors who performed

¹⁰ Calvert testified that Jochim was stern and angry during the conversation and then became quieter. Jochim testified that: his tone was flat; he was sad that Calvert was upset; and he wanted to assuage her concerns and gather more information about the call back pay issue. However, I need not reconcile the differences in Calvert's and Jochim's descriptions of his demeanor during the meeting because here it is not outcome determinative.

¹¹ Jochim testified that prior to April 19, 2013, he was unaware that other Regional Directors had authorized payment of call back pay to their MCI on-call clinical consultants. Calvert testified that Jochim informed her that he had known since at least the prior October that other Regional Directors had authorized the payments. I need not reconcile the differences in this testimony because it is not material to the issue before me.

1 on-call duties should receive call back pay. He expressed concerns about the cost of
2 call back pay and opined that he might use non-unit members, including non-union
3 licensed social workers and physicians, as on-call MCI clinical consultants to avoid the
4 cost of call back pay. He then told Calvert to submit certain call back pay requests¹²
5 and that as a sign of good faith, he would seek authorization from his supervisor Betty
6 Baker-Smith to pay them. Jochim then stated: "I do not want you to speak about this to
7 anybody outside of my office." After the meeting, Calvert then informed Roche about
8 Jochim's comments to her. Shortly after at 10:30 AM, Calvert, Stanley and Roche
9 subsequently attended an interview with a candidate for an opening for an MCI
10 clinician.¹³

11 April 26, 2013 Meeting

12 On Friday, April 26, 2013, Calvert was scheduled to end her work day in
13 Falmouth at 3:00 PM after meeting with a client there for two hours, a meeting that
14 Stanley also was scheduled to attend. Jochim also wanted to meet with Calvert that
15 afternoon to discuss the call back pay issue. At approximately 9:44 AM that morning,

¹² Calvert testified that Jochim told her to submit her call back pay requests for March 2013, while Jochim testified that he told her to submit her call back pay requests for April 2013. However, the month for which the call back pay requests were made is not material to the dispute before me.

¹³ Jochim subsequently met with Roche about her requests for call back pay. Disputes of fact exist as to whether the meeting took place on April 22, 2013 or April 23, 2013 and as to whether Stanley and/or Calvert was present at that meeting. However, the DLR investigator dismissed the allegations that arose from the meeting between Jochim and Roche concerning call back pay. Thus, I need not resolve those disputes of fact or provide any other details about that meeting other than to note that Jochim and Roche met and Jochim told her to submit call back pay requests for the same time period that Calvert submitted.

1 Stanley sent Calvert an email message with the subject matter Steve [Jochim] that
2 stated:

3 When I spoke with Steve, he said he could meet with you today at 3PM,
4 but I told him we would be ending the day after our visit with ___. Unless
5 you want to come back here early to meet with him at 3 PM, he will talk to
6 you about meeting next week regarding the MCI on-call issue.

7 At approximately 12:45 PM, Stanley called Calvert and informed her that Jochim wanted
8 to meet with her at 3:00 PM at his office in Pocasset.¹⁴ Calvert informed Stanley that
9 she could not attend the meeting because she already was scheduled to end her day in
10 Falmouth. During the meeting with the client, Stanley made several references to
11 Calvert meeting with Jochim that afternoon. At 1:45 PM, Calvert sent Jochim a text
12 message stating:

13 I have been thinking and am not comfortable meeting today. I would like
14 to reschedule for next week.

15 Thereafter, Jochim left Calvert a voice mail message between stating that he wanted to
16 meet with her. Jochim noted that they always had a good working relationship and that
17 he wanted to preserve that moving forward. At 2:01PM, Calvert responded with a text
18 message stating:

19 Sorry we are still with ___. Do you have any time Wednesday or
20 Thursday?

21 At 2:07 PM, Jochim texted a reply stating:

22 I still want to meet with you. It will be helpful.
23

24 At 2:08 PM, Jochim also sent an additional text stating: "It will not take long."

25 At 2:42 PM. Calvert replied via text that:

¹⁴ Jochim also had an office in Hyannis.

1 I appreciate that Steve and I would like to meet as well. I am
2 uncomfortable meeting on a late Friday afternoon. I would feel better if
3 Peter or Ann¹⁵ could meet with us.

4 At 4:32 PM, Jochim sent Calvert a text stating:

5
6 So I have made my best effort to unpack this. I have moved on. Thanks[.]

7 Approximately, one minute later, Calvert texted a response stating:

8 I'm not sure what that means.

9 Calvert and Jochim subsequently never met to discuss further the call back pay issue.

10 Opinion

11 A public employer violates Section 10(a)(1) of the Law when it engages in
12 conduct that may reasonably be said to interfere with, restrain or coerce employees in
13 the exercise of their rights under Section 2 of the Law. Quincy School Committee, 27
14 MLC 83, 91, MUP-1986 (December 29, 2000); Town of Athol, 25 MLC 208, 212, MUP-
15 1448 (June 11, 1999); Town of Winchester, 19 MLC 1591, 1595, MUP-7514 (December
16 12,1992); Groton-Dunstable Regional School Committee, 15 MLC 1551, 1555, MUP-
17 6748 (March 20, 1989). The focus of a Section 10(a)(1) analysis is the effect of the
18 employer's conduct on reasonable employees' exercise of their Section 2 rights. Town
19 of Winchester, 19 MLC at 1596. The Commonwealth Employment Relations Board
20 (CERB) does not analyze either the motivation behind the conduct, Town of
21 Chelmsford, 8 MLC 1913, 1916, MUP-4620 (March 12, 1982), aff'd sub nom., Town of
22 Chelmsford v. Labor Relations Commission, 15 Mass. App. Ct. 1107 (1983) or whether
23 the coercion succeeded or failed. Groton-Dunstable Regional School Committee, 15
24 MLC at 1555-1556.

¹⁵ Peter and Ann were Calvert's Union representatives.

1 Section 2 of the Law provides:

2 Employees shall have the right of self-organization and the right to form,
3 join or assist an employee organization for the purpose of bargaining
4 collectively through representatives of their own choosing in questions of
5 wages, hours, and other terms and conditions of employment, and to
6 engage in lawful concerted activities for the purpose of collective
7 bargaining or other mutual aid or protection, free from interference,
8 restraint or coercion. An employee shall have the right to refrain from
9 making any or all such activities, except to the extent of making such
10 payment of service fees to an exclusive representative as provided in
11 Section 12.

12 Here, it is undisputed that when Calvert requested call back pay, which is
13 provided for in Section 5 of the Agreement, she engaged in concerted activity protected
14 under Section 2 of the Law. See Town of Bolton, 32 MLC 20, 26, MUP-01-3255 (June
15 27, 2005) (collectively bargaining contractual language regarding the payment of paid
16 details and seeking enforcement of that language constitutes an exercise of employees'
17 Section 2 rights); Town of Shrewsbury, 5 MLC 1519, 1522, MUP-2999 (December 22,
18 1978) (enforcing the collective bargaining agreement by complaining about the use of
19 special police officers on paid details constitutes concerted, protected activity). When
20 Jochim told Calvert that he did not want her to speak about the call back issue with
21 anybody outside of his office, he precluded her from speaking with other employees or
22 the Union about the call back pay issue. However, the Commonwealth contends that
23 Jochim's comments could not chill reasonable employees in the exercise of their
24 Section 2 rights because of the particular facts of the case.

25 First, the Commonwealth argues that Jochim's instruction to Calvert was
26 meaningless, because other employees already knew that Calvert had sought call back
27 pay. The Commonwealth points out that MCI supervisors and managers from other
28 regions already knew, because they and Calvert discussed the issue at the April 16,

1 2013 meeting. Also, Calvert subsequently told Roche and Stanley, both of whom were
2 bargaining unit members. Stanley, in turn, told Hazel and Evans while investigating the
3 call back pay issue. Finally, Calvert went and spoke again with Roche as soon as her
4 April 22, 2013 meeting with Jochim had ended, despite Jochim's instructions to her.

5 However, the CERB's inquiry focuses on the objective impact that the employer's
6 conduct would have on a reasonable employee under the circumstances. Quincy
7 School Committee, 27 MLC at 91. The subjective impact of the employer's conduct is
8 not determinative. City of Fitchburg, 22 MLC 1286, 1292, MUP-9843 (November 28,
9 1995). Reasonable employees could conclude that when a supervisor gives them a
10 clear directive, they must obey that directive, even if the directive impacts upon the
11 employee's Section 2 rights.

12 Next, the Commonwealth points out that Jochim actually told Calvert to submit
13 her call back pay requests and thus, helped her secure some of the monies that she
14 believed that she was owed. However, after Jochim told Calvert to submit her call back
15 pay requests and that he would seek authorization to pay them, he then instructed her
16 to remain silent about the issue. Calvert reasonably could have concluded that
17 following Jochim's directive and not speaking to others about the matter was the trade-
18 off for receipt of the some of the call back pay that she sought. Compare Town of
19 Chelmsford, 8 MLC at 1914 (finding that a promise of a benefit in exchange for
20 employees not exercising a Section 2 right is coercive). Accordingly, I conclude that
21 Jochim's comments interfered with, restrained and coerced Calvert in the exercise of
22 her rights under Section 2 of the Law

Conclusion

1 Based on the record and for the reasons stated above, I conclude that the
2 Commonwealth independently violated Section 10(a)(1) of the Law.

ORDER

3 WHEREFORE, based upon the foregoing, IT IS HEREBY ORDERED that the
4 Commonwealth shall:

5 1. Cease and desist from:

6
7 a) Making statements that would tend to interfere with, restrain or
8 coerce employees in the exercise of their rights guaranteed under
9 the Law.

10
11 b) In any like or related manner interfering with, restraining or coercing
12 employees in the exercise of their rights guaranteed under the Law.

13
14 2. Take the following action that will effectuate the purposes of the Law:

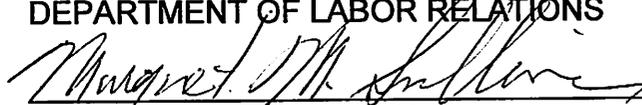
15
16 a) Refrain from making statements that would tend to interfere with,
17 restrain and coerce employees in the exercise of their rights
18 guaranteed under the Law.

19
20 b) Immediately post signed copies of the attached Notice to
21 Employees in all conspicuous places where members of the
22 Union's bargaining unit usually congregate, or where notices are
23 usually posted, including electronically, if the Commonwealth
24 customarily communicates with these unit members via intranet or
25 email and display for a period of thirty (30) days thereafter, signed
26 copies of the attached Notice to Employees.

27
28 c) Notify the DLR in writing of the steps taken to comply with this
29 decision within ten (10) days of receipt of this decision.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



MARGARET M. SULLIVAN
HEARING OFFICER

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. c.150E, Section 11, and 456 CMR 13.15, to request a review of this decision by the Commonwealth Employment Relations Board by filing a Notice of Appeal with the Executive Secretary of the Department of Labor Relations not later than ten days after receiving notice of this decision. If a Notice of Appeal is not filed within ten days, the decision shall become final and binding on the parties.



**POSTED BY ORDER OF A HEARING OFFICER OF
THE MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS**

A Hearing Officer of the Massachusetts Department of Labor Relations (DLR) has held that the Commonwealth of Massachusetts/Commissioner of Administration (Commonwealth), acting through the Department of Mental Health, independently violated Section 10(a)(1) of Massachusetts General Laws, Chapter 150E when it interfered with, restrained and coerced Jean Calvert, a member of the Alliance, AFSCME-SEIU, Local 509's bargaining unit, in the exercise of her rights under Section 2 of the Law.

Section 2 of Chapter 150E gives public employees the right to form, join or assist a union; to participate in proceedings at the DLR; to act together with other employees for the purpose of collective bargaining or other mutual aid or protection; and, to choose not to engage in any of these protected activities.

The Commonwealth assures its employees that:

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

WE WILL refrain from making any statements that would tend to interfere with, restrain and coerce employees in the exercise of their rights guaranteed under the Law.

For the Commonwealth of Massachusetts/
Commissioner of Administration

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 of Labor Relations, 19 Staniford Street, 1st Floor, Boston, MA 02114 (Telephone: (617) 626-7132).