



COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS  
CHARGE OF PROHIBITED PRACTICE  
M.G.L. c.150E

DO NOT WRITE IN THIS SPACE

Case No.	Date Filed
	10-10-2017

**INSTRUCTIONS:** Answer all applicable questions. Failing to provide information may result in the dismissal of the charge.

Note: Pursuant to 456 CMR 15.04, the DLR will not issue a complaint unless the charging party has complied with the applicable provisions of M.G.L. c.150E, §§13 and 14.

1. Employer <b>Board of Higher Education</b>	2. Representative to contact <b>James Cox, Esq.</b>	4. Telephone Number <b>617-330-7089</b>
3. Address (street and No., city/town, state, and ZIP code) <b>Rubin &amp; Rudman, Atty. At Law, 53 State Street, Boston, MA 02109</b>		5. Fax Number
6. Employee Organization (if any): <b>Mass State College Association</b>	7. Representative to contact <b>Matthew D. Jones, Esq.</b>	9. Telephone Number <b>617-878-8283</b>
8. Address (street and No., city/town, state, and ZIP code) <b>Mass Teachers Association; 2 Heritage Drive, 8th Floor, Quincy, MA 02171-2119</b>		10. Fax Number <b>617-570-4976</b>

11. This charge is filed against (check one)  
 Employer  Employee Organization

12. The above named employer or employee organization has engaged or is engaging in a prohibited practice within the meaning of Massachusetts General Law, Chapter 150E, Section(s) (enter all appropriate sections/subsections)  
**M.G.L. 150E Section 10 (a)(1) and (5)**  
*Failing to specify an appropriate section/subsection may result in the dismissal of the charge.*

13. Summary of basis of Charge (be specific as to names, dates, addresses, etc.)  
**Please See Attached.**

By these and other acts, the party complained of has interfered with, restrained, and/or coerced rights guaranteed by the Law.

14. (a) Is there a collective bargaining agreement that may apply to the conduct that is alleged to have violated the Law?  Yes  No

(b) If you checked "Yes" in question 14(a), please list all of the clauses alleged to apply and attach a copy of each.

(c) Is there a grievance concerning this matter pending?  Yes  No

15. Without limiting your rights to later amend your remedial request, please explain what remedy you seek. Include the amount of any financial remedy to which you claim entitlement.

**Cease and desist, removal of regressive proposal, bargain in good faith**

16. Have you attempted to settle this case?  Yes  No  
If not, why not?

**Employer continues to engage in bad faith**

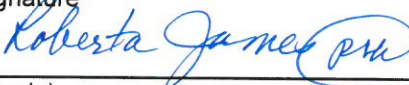
*Note: The DLR may decline to issue a complaint unless reasonable settlement efforts have been made by the charging party. 456 CMR 15.04(1).*

**INFORMATION ON CHARGING PARTY**

17. Name <b>Mass State College Association</b>	18. Representative to contact <b>Matthew D. Jones, Esq.</b>	20. Telephone Number <b>617-878-8283</b>
19. Address (street and No., city/town, state, and ZIP code) <b>Mass Teachers Association, 2 Heritage Drive, Floor 8, Quincy, MA 02171</b>		21. Fax Number <b>617-570-4976</b>
22. The Charging Party is an: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Employee Organization <input type="checkbox"/> Employer		


**DECLARATION**

**I have read the above charge of prohibited practice and swear under the pains and penalties of perjury that the information contained in it is true and complete to the best of my knowledge and belief.**

Name (print) <b>Roberta James</b>	Signature 	Title (if any) <b>Consultant</b>
Address (street and no., city/town, state, and ZIP code) <b>Mass Teachers Association, 2 Heritage Drive, Floor 8, Quincy, MA 02171</b>		Telephone Number <b>617-878-8204</b>

**CERTIFICATE OF SERVICE**

**I hereby certify that I have served a copy of this Charge of Prohibited Practice on the following representative of the opposing party.**

Name <b>James Cox, Esq.</b>	Address (street and no., city/town, state, and ZIP code) <b>Rubin &amp; Rudman, 53 State Street, Boston, MA 0</b>	Telephone Number <b>617-330-7089</b>
Method of Service <input type="checkbox"/> In hand <input type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Other (specify): <b>email</b>		
Signature of Person making Certification 		Telephone Number <b>617-878-8227</b>

On January 31, 2017, the Massachusetts Board of Higher Education (BHE), the Massachusetts Teachers Association with the Massachusetts State Colleges Association (MSCA) entered into bargaining for a successor agreement to their July 1, 2014 to June 30, 2017 contract.

At that time, the parties represented that they possessed the requisite authority to bargain in good faith.

During the past two months, at each bargaining session, the MSCA asked the BHE spokesperson at the bargaining table attorney James Cox if they had a financial offer to make. Mr. Cox indicated that they did not possess the authority to make a financial offer.

On July 11, 2017, the BHE emailed the MSCA president Christopher O'Donnell and stated that he did not have the authority to make a financial proposal. As a result on July 18, 2017, the MSCA filed a charge of prohibited practice stating that the BHE violated MGL 150e Section 10 (a) (5) for failure to bargain in good faith.

On September 14, 2017, during a negotiations session, the BHE made a salary proposal to the MSCA. At that time, the MSCA asked the BHE if they had any additional financial proposals. The BHE stated that they did not.

On October 2, 2017, MSCA and BHE attended an In-Person Investigation Conference at the Department of Labor Relations in response to the MSCA charge filed on July 18<sup>th</sup>.

On October 3, 2017, the parties met for negotiations. Around 12pm, Dr. O'Donnell stated that he need to leave and asked Attorney Cox, if the BHE would present any additional proposal of substance during the course of this negotiations process. Mr. Cox stated that other than refining language, he did not plan to introduce new proposals.

After Dr. O'Donnell left the meeting, the parties continued to negotiate. Approximately one hour after Dr. O'Donnell left, Mr. Cox presented a three page proposal to substantially reduce the vacation days and carrying over of vacation days for librarians in the bargaining unit. Such conduct constitutes regressive bargaining and continued failure to bargain in good faith in violation of MGL 150e Section 10 (a) (1) and (5) when the BHE failed to bargaining in good faith and sought to restrain, coerce, and chill the MSCA's ability to bargain by engaging in regressive bargaining.