HARWICH SCHOOL COMMITTEE AND ROBERT E. HEENAN, AN INDIVIDUAL, MUP-720 (8/26/75).

(60 Prohibited Practices by Employer)
63.7 union activity and membership, or non-membership

Commissioners participating: Alexander Macmillan, Chairman; Madeline H. Miceli; Henry C. Alarie

Appearances:

Kathryn M. Noonan, Esq. - Counsel to the Commission
James S. Cooper, Esq. - Counsel to the Municipal Employer
Elmer E. Johnson, III, Esq. - Counsel to the Individual

DECISION AND ORDER

Statement of the Case

On May 10, 1974, Robert Heenan, an individual, filed with the State Labor Relations Commission ("The Commission") a Complaint of Prohibited Practice charging that the Town of Harwich, through its School Committee, violated Chapter 149, Section 178L of the General Laws. After preliminary investigation, the Commission on November 22, 1974, issued its Complaint of Prohibited Practice against the School Committee, alleging that the Public Employer discharged Robert Heenan in reprisal for engaging in protected, concerted activity, thereby violating Chapter 150E, Section 10 (a) (1) and 10 (a) (3) of the Law. Thereafter, on January 10, 1975, a formal hearing was conducted before Commissioner Madeline H. Miceli, at which all parties were afforded full opportunity to be heard, to examine and cross-examine witnesses and to introduce testimony. A brief filed by the Employer on April 3, 1975 has been carefully considered. No brief was filed by Robert Heenan. Accordingly, upon the entire record herein, including the demeanor of the witnesses while testifying, the Commission finds:

Findings of Fact

1. The Town of Harwich and its School Committee is a Public Employer within the meaning of Chapter 150E, Section 1 of the Law.

2. Robert Heenan is an "employee" or "public employee" within the meaning of Chapter 150E, Section 1 of the Law.

The custodial force of the Harwich school system is composed of 15 men, which included Robert Heenan until the time of his discharge in March, 1974. At all times relevant, the School Superintendent was Mr. Neil Todd. When Heenan was hired in May, 1972, he was placed on the 2:00 p.m. to 10:00 p.m. shift in the Harwich Junior-Senior High School complex, which served as the site for the evening adult education program offered by the Town of Harwich School Committee. Due both to the large number of courses (20+) and the number of people enrolled in the evening program (500), the Harwich School Committee created a 3:00 p.m. to 11:00 p.m. custodial position to better accommodate the special needs of these students and their teachers. On January 17, 1973 Heenan was appointed to this position at an increase in pay of $200.00 along with the title of "Custodian in Charge." Heenan was assigned to Administrative Building #2, the most heavily trafficked in the Junior-Senior High complex during the evening hours.

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When Heenan first started working, the custodians were being represented by the National Association of Government Employees (NAGE). However, because of their dissatisfaction with certain NAGE negotiation proposals, the Harwich custodians formed their own employee organization known as the Harwich School System Custodial Froce. The group negotiated an agreement which included provisions for wages, hours, vacation and grievance procedures, with Heenan acting as a spokesman for the group. In addition, shortly after he was hired, Heenan was involved in an attempt to settle a pay dispute concerning himself and two other custodians, who had all been hired within a two week period. The three custodians were all paid at different rates, despite the fact that there was only a two week differential in their respective dates of hire. Beginning in June, 1972 and continuing for six months thereafter, Heenan, acting as the spokesman for the other two, met on numerous occasions with Superintendent Todd and his bookkeeper, Mrs. Mooday, to settle the pay dispute. The last of these meetings was described as "heated."

Thereafter, in September of 1973, a meeting was held between Superintendent Todd and the custodians. The custodians had been requesting such a meeting for over a year mainly to discuss working conditions. However, the custodians were also hepeful of keeping the lines of communication open between them and the school administration through such meetings. Shortly after the meeting commenced, Heenan, in a loud voice using coarse language, protested the failure of some of the teachers to clean up after themselves. Some of Heenan's comments, according to Superintendent Todd, were "this meeting is full of shit...I'm tired of this Mickey Mouse game. The main problem here is these young teachers, they should clean their own crap. I mean, Todd, this shit has got to cease" (Tr. p. 90). In a memo Todd made of Heenan's behavior at the meeting, he noted that Heenan was loud and abusive. Todd also noted that those sitting closest to Heenan thought they could smell alcohol on his breath.

During this same period Todd asserted that there were signs of deterioration in Heenan's assigned work area because of poor maintenance (Tr. p. 93). According to Todd, one of the major areas of concern of the School Committee was to upgrade the level of maintenance in the Junior-Senior High complex. To this end, Todd hired George Schoen as his head custodian to act as liaison between Todd's office and the rest of the custodians. Heenan frequently presented grievances to Schoen concerning work conditions on behalf of the other custodians, in his capacity as spokesman for the union (Tr. p. 53). In November, 1973, the major responsibility for custodial services was shifted to Norman Young, who was hired as business manager. Superintendent Todd instructed Young that one of his jobs would be to "straighten Heenan out or get rid of him." (Tr. p. 99)

Young and Heenan's working relationship was strained in part because of the uncertainty surrounding the actual duties and job description of the custodians. Young never formally instructed the custodians as to their duties, assuming "they'd know what their duties are" without his instruction (Tr. p. 145).

On December 17, 1973, Young confronted Heenan in the high school library and instructed Heenan that he thought the shelves in the room should be dusted daily. Heenan replied that this was the librarian's job and that, at any rate, time only allowed for a weekly dusting. This disagreement was noted by Young

and placed in Heenan's file as evidence of Heenan's insubordination. Young was to later testify, "I can't say he refused to dust the shelves; it didn't improve." (Tr. p. 143). Heenan is also, according to Young, to have said to Young that he didn't need him to tell him how to do his job (Tr. p. 136).

Even though Young was directly responsible for custodial services, Todd made observations of the buildings' maintenance. On February 12, 1974 Todd reported that during an inspection of the Junior-Senior High complex, he found Heenan sitting in an activities room taking a break. He testified that as he entered the room, he detected the strong odor of liquor on Heenan's breath. After a brief exchange of pleasantries, Todd left the room. Subsequently, he made a memo of the incident and added it to Heenan's file. Heenan admitted that he would on occasion have one or possibly two drinks before reporting for work explaining that people who work from 3:00 p.m. to 11:00 p.m. have a "different cycle of activities" from people who have a regular 9 to 5 job.

In February, 1974, a Mr. Kress, understanding Heenan to be a spokesman for the Custodial Froce, came to Heenan to request his intervention in a dispute involving Kress' placement on the full-time pay scale. Mr. Kress, who had been employed in the Harwich Schools as a substitute custodian since October 22, 1973, was informed in February, 1974 that he would be placed on a 40 hour work week on a regular basis. However, he continued to be paid at the substitute rate of $2.55 an hour. Both Kress and Heenan felt he should have been paid at the first step level of the custodians' agreement.

In Heenan's first attempt to resolve this dispute, he and Kress met with Mrs. Moody, bookkeeper to Todd. The meeting lasted 10 minutes. Mrs. Moody wasn't sure why Kress wasn't being paid as a full-time employee but promised she would look into it. After receiving his next paycheck Kress informed Heenan that he was still being paid at the substitute level and once again solicited Heenan's aid in this matter. In the latter part of February, Heenan met with Young for a short time concerning Kress's pay scale. Young told Heenan that it was possible that the reason Kress wasn't being paid at the full-time level was that the School Committee had not had the opportunity to confirm the appointment. Kress also, on occasion, saw Young in the school complex and would ask if there was any change in his pay status. At no time did the administration refuse to discuss the grievance because it had not been reduced to writing as provided in the contract's grievance procedure.

On March 5, 1974, Young criticized Heenan on the manner in which he cleaned under lockers. Young wanted a daily cleaning, while Heenan felt a weekly cleaning was sufficient. This disagreement was noted in Heenan's file as evidence of his insubordination.

On March 8th, Heenan made his final attempt to resolve the pay grievance on behalf of Kress. During an unannounced visit to Young's office, Heenan protested that he considered the treatment of Kress to be an unfair practice. Heenan, while pointing his finger at Young, allegedly added, "I hope you know what you're doing." Shortly after Heenan left his office, Young related to Todd the events that had transpired. Todd said, "I have had it; I don't care

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how many people I have told to get the situation squared away, and they haven't; I am not going to take anymore of this kind of stuff." (Tr. p. 115)

In a letter dated March 11, 1974 and signed by Neil Todd, Heenan was notified that the decision to fire him was "based upon your continued use of alcoholic beverages during working hours and direct insubordination to supervisors above you." (Tr. p. 23).

Opinion

Termination of employees by the public employer, motivated in whole or in part by their union or protected, concerted activities, violates Chapter 150E, Section 10(a) (3) and (1). Town of Halifax, Mass. L. R. C. Dec. No. MUP-2059, 1 MLC _____(6/30/75). Ronald J. Murphy, Mass. Labor Relations Commission's decision No. MUP-728, 1 MLC 1271, 1274 (2/18/75).[1] "While pro-union or concerted activities will not insulate an employee from discharge for "cause", it is well settled that the existence of "cause" for the employer's action does not justify it where the preponderance of the evidence demonstrates that anti-union considerations were involved:

> "The mere existence of valid grounds for a discharge is no defense to a charge that the discharge was unlawful, unless the discharge was predicated solely on those grounds, and not be a desire to discourage union activity" N.L.R.B. v. Symons Manufacturing Company, 328 F.2d 835, 837 (C.A. 7, 1964).

Accord: Crimson Cafe, Inc. d/b/a/ Cronin's Restaurant, Mass. L.R.C. Dec. No. UP-2201 (1/7/73) (petition for review pending); Ronald J. Murphy, supra, and cases cited at 1274. Compare St. Elizabeth's Hospital v. Labor Relations Commission, _____Mass. App. _____, 321 N.E. 2d 837, 88 LRRM, 2422, 1 MLC 1248

[1]Section 10(a) (3) and (1) of Chapter 150E, which superseded Chapter 149 Section 178 on July 1, 1974, makes it a prohibited practice for a public employer or its designated representative to "[d]iscriminate in regard to hiring, tenure, or any term or condition of employment to encourage or discourage membership in any employee organization" and to "interfere, restrain or coerce any employee in the exercise of any right guaranteed under this chapter." Compare Chapter 149, Section 178L which states, in pertinent part:

"Municipal employers or their representatives or agents are prohibited from (1) interfering with, restraining or coercing employees in the exercise of... [protected] rights..."

Whether the legality of the Employer's conduct is determined with reference to Chapter 150E 10(a) (3) and (1) or Chapter 149 Section 178L (1), it is clear that a discriminatory discharge of an employee interferes with, restrains or coerces him in the exercise of protected rights and that the remedies for violation of Section 178L (1), if established, correspond to those available under Chapter 150E, Section 10 (a) (3) and (1).

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(1/16/75) enf'g Mass. L.R.C. Dec. No. UP-2222(8/17/73).[2] Town of Halifax, supra. The Employer's motive is essentially a question of fact, to be determined by the Commission on all the evidence - direct and circumstantial - including such circumstantial factors as "coincidence in union activity and discharge" Halifax, supra; (Murphy, supra; N.L.R.B. v. Council Manufacturing Corporation, 334 F.2d 161, 164 (C.A. 8, 1964)); the "visibility" of the alleged discriminatee in his support of the union or participation in other, protected activity; and inconsistent or shifting reasons offered by the employer for the discharge. Halifax, supra; Mount Wachusett Community College, Mass. L.R.C. Dec. No. SUP-53, 1 MLC - (6/30/75).

Moreover, the definition of "employee organization" set forth in G. L. c. 149, sec. 178G and G. L. c. 150E, sec. 1, is so broad and encompassing as to include any lawful association, or organization, having as a primary purpose the improvement of wages, hours and working conditions. City of Springfield; MUP-40 (7/1/68). See also Town of Sharon; MCR-637 (11/21/69); Town of Dartmouth, MCR-734 (12/8/70).

As shown above, Robert Heenan was appointed to the position of custodian in May 1972 and was assigned to the 3-11 p.m. shift in the Harwich Junior-Senior High complex at Administration Building #2, where he was employed until his termination on March 11, 1974. During Heenan's employment, the custodians decided to form their own collective bargaining group with Heenan chosen by the group, known as the Harwich School System Custodial Force, to be a spokesman. Heenan, beginning in June of 1972 and for six months thereafter, met on numerous occasions with Mrs. Moody, bookkeeper to the Superintendent of the Harwich School System and on several occasions with Mr. Neil Todd, the Superintendent, to determine why he and two other custodians who had been hired within two weeks of each other, were being paid at different levels of pay.

Immediately preceding his dismissal in March, 1974, Heenan was involved in another attempt to settle a pay dispute on behalf of a fellow custodian. Mr. Kress, in February, 1974, understanding Heenan to be the spokesman for the custodial force, sought his intervention in a dispute concerning his placement on the full time employee pay scale. Although Kress was working a full time shift he was paid at the substitute rate which he received when initially appointed. Mr. Kress and Mr. Heenan felt that he should be paid at step level #1 of the agreement that had been previously reached between the custodial force and the Harwich School Committee.

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[2]As the National Labor Relations Board has articuated the test:

"Were the employees terminated because they engaged in concerted activity? Or were they terminated for some other and legitimate reason that would have impelled the [employer] to such action even independently of their concerted activity?" Norge Division, Borg-Warner Corp., 155 NLRB 1087, 1089 (1965); Erie Stayer Co., 213 NLRB No. 45, 87 LRRM 1162 (1974). See also NLRB v. Princeton Inn Co., 424 F. 2d 264, 73 LRRM 3002 (C.A. 3, 1970). ("A discharge which is partially motivated by the employee's protected activity violates the Act despite the concurrent existence of an otherwise valid reason.")

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As shown above, Heenan made numerous attempts to resolve the dispute but with no success even though he was assured that the administration would look into the matter (Tr. p. 15).

On Friday, March 8th in a meeting characterized as "heated" Heenan once again met with Young, the business manager, vehemently protesting what he considered unfair treatment of Kress. Neil Todd, on learning of the meeting, stated "I'm not going to take any more of this stuff." (Tr. p. 115). The following Monday, Todd sent Heenan a letter notifying him that the decision to fire him was based upon "your continued use of alcoholic beverages during working hours and direct insubordination to supervisors above you."

We conclude that the above is persuasive evidence that the discharge of Heenan was discriminatorily motivated. Thus, the record demonstrates that Heenan was the "bellwether", (Halifax, supra) in presenting grievances on behalf of the custoduans. As a catalyst for employee grievances, Heenan was highly visible in his protest of employment conditions, having presented grievances to Superintendent Todd and other superiors on behalf of the employees and acted as intermediary in what he considered to be the unfair treatment of Kress by the Harwich School administration - this latter activity we conclude, triggered his discharge.

Although Heenan was involved in seeking affiliation with the Service Employees International Union (SEIU) in the early part of 1974, it is not this activity which the Commission relies on to establish that Heenan was discharged for concerted protected activity. Regardless of whether the employer was aware of Heenan's SEIU activity at the time of the circumstances surrounding his discharge, Heenan was actively involved in representing an employee organization, the Harwich School Custodial Froce, that was independent, viable and recognized as the employee organization serving the Harwich custodians. It therefore falls within the statutory definition of "employee organization" as provided in Chapter 149 Section 178G and Chapter 150E, Section 1. See Town of Springfield, supra.

Were it not for Heenan's persistence in presenting Kress' grievances, we are persuaded that Todd would not have terminated him. Thus, conduct which is undoubtedly concerted, motivated the discharge.

Generally, the presentation and vigorous prosecution of grievances is protected by Section 2 of the Law. Halifax, supra; Murphy, supra. However, this broad proposition does not dispose of our case where the employer contends that Heenan exceeded the bound of propriety, by his manner and choice of language, even if engaged in concerted activity - (Brief for Employer at p. 3). "An employee may not act with impunity even though he is engaged in protected activity." Crown Central Petroleum v. NLRB, 430 F. 2d 724 (5th Cir. 1970), 74 LRRM 2555, 2559. Conduct which is physically intimidating, egregious or disruptive of the employer's business is beyond the pale of protection. However, we conclude that when Heenan shook his finger at him, Young was not physically threatened, nor did the brief confrontation in Young's office, which was not witnessed by the general public, student body, or other disinterested third

parties, disrupt the functioning of the office. Accordingly his conduct retained its protected character.[3]

The link between Heenan's concerted activities and his discharge is most persuasively supplied by the direct evidence of the employer's hostility which Todd expressed when Heenan engaged in concerted activity.[4]

After the March 8th meeting between Young and Heenan, at which Heenan was pursuing Kress's grievance, Todd's comments on learning of the incident, were "I'm not going to take any more of this stuff." In short, the record clearly discloses a pervasive hostility of the employer's representative towards Heenan's consistently vocal protests of employee grievances, a hostility that manifested itself in Heenan's discharge on March 11, 1974.

This direct evidence of discriminatory motivation is strongly supported by circumstantial evidence, including not only the timing of the termination, but

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[3] "It has been repeatedly observed that passions run high in labor disputes and that epithets and accusations are commonplace. Grievance meetings arising out of disputes between employer and employee are not calculated to create an aura of total peace and tranquility where compliments are lavishly exchanged... we do not feel that the interest of collective bargaining will be served by the external imposition of a rigid standard of proper and civilized behavior." Crown Central Petroleum v. NLRB, supra;

Accord: In re Betcher Mfg. Corp. 76 NLRB No. 83, 21 LRRM 1222; B. D. Laboratories, Inc., Falcon Plastics Div. v. NLRB, 397 F. 2d 965 (CA 9, 1968).

[4] At the September, 1973 meeting referred to above, during which Heenan was purported to have made vulgar comments about the working conditions, Todd reacted to Heenan's remarks by adjourning the meeting almost immediately thereafter, even though the purpose of the meeting could be characterized as a gripe session. Arguably, Todd's reaction to this expression of grievances indicates, if not hostility, at least an unwillingness to discuss grievances with his employees. However, wemake no findings regarding this reaction. There is a clear preponderance of evidence that the March, 1974 incident was the impelling cause of Heenan's discharge, and it is on this evidence that we find a prohibited practice. Consequently, we need not determine whether Heenan's conduct during this September meeting was concerted, protected activity because, assuming arguendo Heenan was discharged for his behavior during this meeting, we have concluded this was not the sole reason for his discharge.

also the staleness of the given reasons for the discharge and the shifting[5] unsupported nature of the charges. The staleness of the alleged reasons for the discharge warrants the inference that previously condoned "transgressions" were resurrected by the employer as a vehible for ridding itself of a vocal, union activits. See Murphy, supra; Accord, NLRB v. Princeton Inn Co., supra, 73 LRRM at 3003. The employer cites Heenan's comments at the September, 1973 meeting as contributing substantially to Heenan's ultimate discharge even though at the time of this "serious" incident no disciplinary action was taken against Heenan. It was only on March 11, 1974 when the employer discharged him that charges of drinking and insubordination on undefined dates were laid against Heenan. Likewise, there were charges made that Heenan was insubordinate by his refusal to perform certain work. It was in December of 1973 that Young instructed Heenan to dust certain areas in the library, over Heenan's objection that it was the librarians' job to do this, not his. Not only were these past incidents the grounds for the insubordination charges but the very assertion of Kress' grievances were considered insubordinate conduct by Todd and Young. Similarly, the charges of drinking on the job suffer from the same type of staleness. Heenan was supposed to have been drinking on the day of the custodians' meeting with Todd, but Heenan was thereafter employed for an additional eight months until his discharge in March, 1974.

[5] In the letter to Heenan terminating his service with the Harwich School System there were, as stated above, two specific reasons for discharge given by Todd, drinking and insubordination. However, at the hearing and as stated in the Employer's Brief (p. 15) "the employer based his termination on both items, but...Heenan's insubordination with respect to his superiors, was the primary reason." Yet the employer also placed a heavy reliance on Heenan's alleged deteriorating work performance as a reason for discharge, even though it was not apparently of such significance to Todd, at the time he composed the letter dismissing Heenan to be included along with the drinking and insubordination charges as a reason for discharge. The new allegation was introduced at the hearing in a post facto fashion to support and strengthen the employer's position. But as stated above, this only further indicates to the Commission the shifting nature of the employer's charges and does not in any sense lend credence to the employer's position. Similarly, the employer's "primary" reason for Heenan's discharge "direct insubordination to supervisors above you", shifted at the hearing to include insubordination to teachers and students, as well. It was alleged during the hearing by Todd that Heenan had been abrupt with certain students and teachers in the evening program, and at one point called a female art teacher "baby" in front of the rest of the class, although there was no direct evidence ever introduced to substantiate this charge. Heenan, on the other hand, produced teachers and custodians who were able to testify to the professional attitude and the courteous manner shown by Heenan.

It is however, not only the staleness, but also the pretextual and shifting nature of the allegations made by the employer that dooms these charges to failure. Ronald J. Murphy, supra. One of the reasons given for Heenan's discharge was that he drank "during" working hours. There was no direct evidence presented by the employer to substantiate this charge. Although there were occasions on which Todd, Young and a custodian named Arone[6] claimed to have smelled alcohol on his breath, there was no direct evidence presented by the employer which could substantiate the charge that Heenan drank during working hours. Indeed, Heenan admitted he drank before coming to work.[7] While the Commission does not condone misfeasance that Heenan may have committed, we conclude that the March 8th confrontation between Heenan and Young triggered the discharge. Many of the post facto reasons given by the employer for not placing Kress immediately on the full time pay scale were not made available to Heenan when he repeatedly sought satisfaction on Kress's behalf. Although it appears that there were legitimate reasons on the part of the employer for not taking Kress off the substitute list until March 20th, it is also understandable that, Heenan being unaware of these reasons and having prior protracted dealings with the administration over pay disputes, would protest vehemently what he considered to be unfair practices. Accordingly, under all the circumstances outlined above, including, not only, the timing of Heenan's termination and the pretextual nature of the employer's stated reason for its conduct, but also the direct evidence that Heenan's persistent attempts to present grievances triggered his discharge, we conclude that the termination was discriminatorily motivated in violation of Chapter 150E Section 10 (a) (3) and (1) of the Law.

[6]Although the employer relied on Arone's testimony at the hearing to lend support to its position that Heenan was discharged for drinking on the job and insubordination to his superiors, there was no evidence that Arone reported the incident to Todd or Young prior to March 8th. Thus, we conclude this incident was not within the knowledge of the employer at the time of Heenan's dismissal. Here, as in other instances, the employer has given a post facto allegation and attempted to use it to bootstrap shifting arguments to the level of legitimate reasons for the discharge of Heenan.

[7]The record indicates that at the time of the alleged drinking incident reported by Arone, Heenan had just arrived for work. Arone testified this was "the only day I can truthfully say I thought he had a drink." (Tr. p. 127) Mr. Young also testified that he smelled alcohol on Heenan's breath. Young didn't recall the actual date but he thought it was either November 1, 1973 or November 2, 1973 (Young, as stated above, was hired on November 1, 1972). But, as in the "Arone" drinking incident, Heenan had just reported to work and therefore Young's testimony makes no contribution to establishing that Heenan drank during working hours. (Tr. p. 144)

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ORDER

Therefore, on the basis of the foregoing, IT IS HEREBY ORDERED, pursuant to Chapter 150E Section 11 of the General Laws, that the Town of Harwich and its School Committee shall:

1. Cease and desist from:

   (a) Terminating the employment of, or otherwise discriminating agains any employee because he has supported an employee organization or because he has engaged in concerted activities for the mutual aid and protection of himself and other employees.

   (b) In any like or related manner interfering with, restraining or coercing its employees in the exercise of their protected rights under the Law.

2. Take the following affirmative action which it is found will effectuate the policies of the Law:

   (a) Offer Robert Heenan immediate and full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of earnings he may have suffered as a result of the discrimination against him, by payment to him of a sum equal to that which he would normally have earned, absent the discrimination, from March 15, 1974 to the date of the employer's offer of reinstatement, less net earnings during such period with back pay computed on a quarterly basis and at the rate of six percent (6%) interest per annum.

   (b) Preserve and, upon request, make available to the Commission or its agents, for examination and copying, all payroll records, timecards, personnel records and reports, and all other records necessary to analyze the amount of back pay due under the terms of this Order.

   (c) Post in conspicuous places at its junior-senior high school in Harwich, and maintain for a period of thirty (30) days thereafter, copies of the attached Notice to Employees.

   (d) Notify the Commission, in writing, within ten (10) days of the service of this Decision and Order of the steps taken to comply therewith.

ALEXANDER MACMILLAN, Chairman

MADELINE H. MICELI, Commissioner

HENRY C. ALARIE, Commissioner

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NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
LABOR RELATIONS COMMISSION
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

WE WILL NOT terminate or discriminate aginast our employees because they support an employee organization, or because they engage in activities protected by law.

WE WILL make Robert Heenan whole with interest for any loss of pay he may have suffered as a result of the discrimination against him.

TOWN OF HARWICH

By_____
Chester Powers, Chairman
School Committee

This is an official notice and must not be defaced by anyone.

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 Commission's Office, 100 Cambridge Street, Room 1604, Boston, Massachusetts. Telephone: 727-3505.