Worcester Polytechnic Institute *and* Building and Service Employees' International Union, Local 254, AFL–CIO. Case 1–CA–9590

September 17, 1974

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND PENELLO

On May 28, 1974, Administrative Law Judge Joel A. Harmatz issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in support of the Administrative Law Judge's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that Respondent, Worcester Polytechnic Institute, Worcester, Massachusetts, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] Chairman Miller concurs in the result, on the ground that the Respondent specifically asserted budgetary reasons as having caused the layoff and then refused to supply any information whatever when requested by the Union to supply some "financial reports" to justify Respondent's asserted reasons. This arbitrary refusal to provide any basis for intelligent discussion of Respondent's own explanation for the layoff was, in the Chairman's view, a sufficient impediment to orderly grievance processing to constitute an 8(a)(5) violation. But while concurring in the Administrative Law Judge's careful abstinence from passing on the contractual issue which is now before an arbitrator, the Chairman would also make clear that this decision should not be construed as passing on the specific evidentiary issue before the arbitrator—i.e., whether the physical plant budgets and the subcontracting budgets are (in whole or in what part, if any) relevant and necessary to a determination of the issue now in arbitration. These detailed questions are, in the Chairman's view, best left to the judgment of the arbitrator, and the Board ought not to interfere with his judgment. For these reasons the Chairman would disavow fn.8 of the Administrative Law Judge's Decision and any other comments of the Administrative Law Judge which might encroach on the arbitrator's full authority to decide questions of relevance in the pending proceeding.

DECISION

STATEMENT OF THE CASE

JOEL A. HARMATZ, Administrative Law Judge: This proceeding was heard by me in Worcester, Massachusetts, on April 23, 1974, upon a charge filed on February 4, 1974, and a complaint issued by the Regional Director for Region 1 on March 12, 1974, alleging that Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide the majority employee representative with certain requested information relevant to the processing of a grievance. The Respondent duly filed an answer, denying the commission of any unfair labor practices, and affirmatively stating that the grievance in question is presently pending in arbitration, that the governing collective-bargaining agreement renders the information sought irrelevant, and that, in any event, the Board should defer to the arbitral process rather than invoke its authority with respect to the information request since the "relevance" of the data sought turns upon a question of contract interpretation. After close of the hearing, briefs were filed by the General Counsel and the Respondent.

Upon the entire record in this proceeding, including consideration of the posthearing briefs, and from my observation of the witness, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Respondent is a Massachusetts corporation, with facilities located in Worcester, Massachusetts, from which it is engaged in the operation of a school of higher learning. Respondent, annually, in the course of said operations, received at said location gross revenues in excess of $1 million and materials valued in excess of $50,000 delivered from points outside the Commonwealth of Massachusetts.

The complaint alleges, the answer admits, and I find that Respondent is an employer engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, the answer admits, and I find that Building Service Employees' International Union, Local 254, AFL–CIO, is a labor organization within the meaning of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issues*

The sole question presented here is whether Board remedies should be invoked so as to require Respondent to furnish information claimed by the Union in connection with the processing of a grievance on behalf of certain laid off unit employees, where the relevance of that information arguably turns upon an issue of contract interpretation?

B. *Background*

Since October 1969, the Union, pursuant to a determination by a State Labor Relations Board, has represented a unit of Respondent's maintenance employees. Through good-faith negotiations the parties, since that date, have executed three successive collective-bargaining agreements, with that currently in effect extending for a term of September 6, 1973, through June 30, 1975. Throughout their relationship, the Union and College have been able to reach agreements without need for strike action, the unfair labor practice charge involved here is the first ever filed by the Union against the College, and, from all the evidence, it appears that the parties have enjoyed a harmonious history of bargaining.

The instant controversy emerges from the layoff of 11 unit employees on February 1, 1974.[1] To date, these employees have not been rehired or replaced and hence the bargaining unit, which prior to the layoff consisted of about 53 employees, has been commensurately reduced.

The facts surrounding the layoff show that on January 31, A. F. Tamasy, the College's personnel director, first informed Martin A. Joyce, the Union's business agent, of the layoff, and requested that Joyce meet with college officials the next day to discuss that matter. On February 1, this meeting was held, with the Union advised that at the close of business that same day, six custodians, two housekeepers, a carpenter, a painter, and a headpipe shop mechanic would be laid off. When Joyce asked for the reasons behind the layoff, he was informed by Gardner Pierce, the College's director of planning, that it was "not because of lack of work" but based upon budgetary considerations and the energy crisis. Joyce asked whether layoffs would reach other nonunit personnel on the College's payroll, and was informed that nonunit classifications would not be affected. Joyce protested the layoff as an effort to diminish the bargaining unit. Pierce denied this, again pointing to budgetary considerations as the basis for management's action. Joyce then requested that the College provide the Union with "financial reports." Pierce indicated that such information was immaterial.

The Union subsequently elected to grieve the layoff. Pursuant thereto the Union and the College, on February 4, agreed to waive the first 3 steps in the contractual grievance machinery and to proceed directly to arbitration. The Union, on that date, also submitted to the College a formal "demand for arbitration" defining the grievance as follows:

> NATURE OF DISPUTE:
> Unjust elimination and lay-off of the following classifications: Headpipe Shop Mechanic, Painter, Housekeepers.
> Unjust lay-off of custodians and carpenters.
>
> REMEDY SOUGHT:
> Full reinstatement of the Headpipe Shop Mechanic, Painter, Carpenter, Housekeepers and Custodians, making them whole for all lost wages, benefits and seniority rights.

Also on February 4, the Union filed unfair labor practice charges alleging that the College "refused to supply information that is relevant and necessary for Local 254 S.E.I.U. to represent its members, employed at Worcester Polytechnic Institute intelligently and effectively in regards to a layoff of certain employees."

The request for information first made on February 1 was repeated informally on several subsequent occasions, as well as through a letter, dated February 8, from Joyce to Tamasy stating:

> In view of the fact that it has been the ruling of the National Labor Relations Board that we are entitled to your current Physical Plant budget and those of the previous two years as well as your current sub-contracting budget and those of the previous two years we are now formally requesting in writing that you supply us with the above mentioned materials forthwith.

The College has at no time supplied, and persists in its denial of any obligation to supply, the information sought by the Union.

On April 6 a hearing convened before an arbitrator in accordance with the contractual grievance procedure. At that session, the issue before the arbitrator was defined by agreement of the parties as follows: "Did the college violate the applicable collective-bargaining agreement when it laid off certain employees on February 1, 1974. If so what will be the remedy?" At the second session on April 17, a request was addressed to the arbitrator on behalf of the Union for the information described above. The arbitrator, in consequence and out of concern for possible confidential aspects of the data under request, asked the College to supply a blank budget form, through which he might determine whether certain portions of the information sought were confidential and irrelevant to the issue before him. The College agreed that following that session, the requested blank budget would be submitted to the arbitrator. The record does not contain any further evidence as to the ultimate disposition by the arbitrator. Thus, there is no clear disclosure as to whether he is or is not holding the matter open pending a final determination in this unfair labor practice proceeding.

C. *Concluding Findings*

As heretofore indicated, the instant complaint raises the limited issue of whether the College violated Section 8(a)(5) and (1) of the Act by refusing to produce information requested by the Union and necessary to evaluate its position with respect to the February 1 layoff.

The duty of employers to provide information relevant to the statutory representative's administration of a collective-bargaining agreement and to enable it to determine whether issues arising therefrom should or should not be processed as grievances is now a matter of settled law. Thus, in

[1] All dates refer to 1974 unless otherwise indicated.

N.L.R.B. v. *Acme Industrial Co.,* 385 U.S. 432 (1965), the Supreme Court held that the duty to bargain in good faith imposes an obligation to furnish relevant information needed by a union for effective administration of an existing contract and the processing of grievances. The Court went on to conclude that such a duty includes information requested having a "potential" relevance to the union's evaluation of the prudence in pursuing a contractual claim against an employer.[2]

Respondent College nonetheless asserts that these principles are inapposite here, because, through the process of good-faith negotiation, the Union has made concessions which render the information sought immaterial. Central to this defense is the management prerogatives clause appearing in article II, section 2.1 of the subsisting collective-bargaining agreement, which states as follows:

> The Union recognizes that the College must provide quality, efficient and economical maintenance of its buildings, grounds, properties and leaseholds and must meet maintenance emergencies. The Union further recognizes the right of the College to operate and manage the College including but not limited to the rights to require efficient standards of performance and the maintenance of discipline, order and efficiency, to determine standards and methods, to direct employees and determine assignments, to schedule work, to determine the quantity and types of equipment to be used, to introduce new methods and facilities, to determine efficient staffing requirements, to determine the number and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to determine the place where work is to be performed, to select and hire employees, to determine qualifications for positions, to promote, demote, suspend, discipline or discharge employees for just cause, to lay off employees for lack of work or other legitimate reasons, to recall employees, to determine that employees shall not perform certain functions, to require reasonable overtime work and to promulgate reasonable rules and regulations, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

It is argued by the College that, through the above provision, the Union agreed that management would have a free hand in determining efficient staffing, including layoffs, and could do so both unilaterally and without any review in arbitration of the propriety of such determinations. As the argument goes, since the College's discretion with respect to the layoff was absolute and not subject to review, the information requested is not relevant or material to any grievance that could be raised by the Union.

The College's position in this regard is based solely on article II, section 2.1 of the contract; no other provision is cited in support of the contention that the Union waived its right to contest *any and all* aspects of management decisions resulting in a reduction in force. Furthermore, the College points to no provision of the contract bearing on union access to information and independent examination fails to disclose specific language regulating this area.[3]

In a recent case,[4] a Board panel rejected a contention similar to that made here holding that the duty to provide information pertaining to possible grievance action is not vitiated through the bargaining process absent a clear and unmistakable showing that there was a waiver of the Union's interest in protecting unit employees with respect to the subject matter covered by management's action. Applying this standard to article II, section 2.1, it is plain that there is no specific language which in clear unmistakable terms licenses the College to lay off unit employees for any reason it chooses and under conditions precluding the Union from seeking review under the grievance machinery of any arbitrary, illegitimate, or discriminatory action. Indeed and without passing on the merits of any issue of contract interpretation, the terms of the management prerogatives clause, at least arguably, might be construed as limiting the College's right to lay off unit employees as follows: "for lack of work or other legitimate reasons." Accordingly, I find that the evidence adduced in support of this phase of the defense falls short of demonstrating that the Union has contractually yielded its right to grieve an unjust layoff, and hence information requested for purposes of investigating management's action as to such matter is not for that reason to be deemed immaterial or irrelevant.[5]

It should also be noted that the waiver doctrine as applied in this context assures that ambiguous issues of contract interpretation will be resolved not by the Board but in a more appropriate forum, and that the arbitral process will function on an informed, efficient, and fair basis. Thus the dispute under the management prerogatives clause involved here is not atypical of those arising in bargaining relationships. To act responsibly with respect to such issues, two separate determinations must be made by the Union before it can intelligently decide whether to grieve formally. First, it must take a position on the meaning of the contract, and second, and, perhaps more important, it must assess whether the facts surrounding management action establish a violation of that interpretation. *N.L.R.B.* v. *Acme Industrial, supra,* affords labor organizations statutory assurances that

[2] *N.L.R.B.* v. *Acme Industrial Co., supra* at 436–438. See also *Trustees of Boston University,*210 NLRB No. 48, ALJD sec. B (1974).

[3] Cf. *United Aircraft Corporation (Pratt & Whitney and Hamilton Standard Division),* 204 NLRB 879, 880 (1972), where the operative collective-bargaining agreement did contain specific language as to the employer's obligation to furnish information, and hence the Board deferred to arbitration issues concerning a union's demand for information since questions were thereby presented as to the scope of the parties contractual agreement with respect to such demands. The absence herein of contract language specifically referring to the Union's right to information, in my opinion, renders *United Aircraft* inapposite to the instant case.

[4] *United-Carr Tennessee, a Division of TRW, Inc.,* 202 NLRB 729, 730–731 (1972). See also *Trustees of Boston University, supra.*

[5] It is noted that the Board's waiver doctrine in no way preempts an arbitrator's authority to make determinations with respect to conflicting interpretations of ambiguous contract terms. The Board policy in this area is necessary to administer the relative rights and duties of the parties under Sec. 8(d), (a)(5) and (a)(1) of the Act, and its invocation might only interfere with the contractual interests of the parties to the extent that certain plain statutory commands take precedence over ambiguous contract language. Thus, notwithstanding the result reached here, an arbitrator may well accept my statutory view, yet hold that, as a matter of contract interpretation, the Union had no right to seek review of the layoff decision on any ground.

they will be in a position to make this latter evaluation. Were the Board not to apply the waiver doctrine, it would have to itself interpret ambiguous clauses of a contract without benefit of the facts giving rise to the issue of interpretation, and thus preempt the role of arbitrators, or, in the alternative, abdicate to some other forum for resolution and remedy, the purely statutory issue of the Union's right to information. Neither option effectuates statutory policy. On the other hand, the Board and arbitrators with respect to industrial disputes of this kind are relegated to their proper roles only through application of the Board's historic waiver doctrine.

The College futher contends that the issue involved here should be deferred to arbitration in accordance with the policy enunciated by the Board in *Collyer Insulated Wire,* 192 NLRB 837 (1971). In support of this contention, it is argued that since the College construes article II, section 2.1 as foreclosing a grievance as to staffing or layoff decisions, the relevance of the information sought, at worst, turns upon a question of contract interpretation which should be left to arbitration.

To find merit in this contention would require labor organizations to proceed to arbitration, without the information necessary to full assessment of its claim, and, at that level, for the first time have access to data which might well indicate that the grievance ought never to have been brought in the first place. This consequence has been regarded by the Supreme Court as one which would encumber rather than facilitate the arbitral process.[6] Subsequent to the Board's announcement of the *Collyer* policy a majority of the Board implicitly agreed with the aforesaid observation of the Supreme Court in concluding that an 8(a)(5) allegation based on a denial of information relevant to the evaluation and processing of a grievance would not be deferred to arbitration. Thus, in *United-Carr Tennessee, a Division of TRW, Inc., supra,* a Board panel adopted without comment Administrative Law Judge Lipton's holding that "where the employer witholds requested information which is potentially relevant in assisting a union intelligently to evaluate or process a grievance—unless the statutory right to such information is effectively waived in the contract—the Board's *Collyer* doctrine is not applicable to such an issue." [7] I view that decision as controlling herein. I have heretofore found that the applicable collective-bargaining agreement fails to embody a clear and unequivocal waiver of either the Union's right to the information sought or its right to grieve unjust management layoff decisions. Furthermore, the fact that arbitration is now pending, which includes a request on the arbitrator that the College produce the information, hardly serves as a basis for distinguishing *United-Carr, supra.* To hold otherwise would result in a nullification of statutory precedent entitling a labor organization to information potentially necessary to evaluate whether or not a grievance should be pursued. Harmonious bargaining relationships and industrial peace require strict adherence to statutory principles which are calculated to minimize disputes. In this case the Union's having elected to proceed to arbitration, on an uninformed basis, fails to furnish any cogent excuse for the College's refusal to provide information during the prearbitration stages and at a time when the Union, if such data were made available, might well have been persuaded that the facts supported the propriety of the layoff. Furthermore, by virtue of the College's contention, whatever the outcome of the arbitration proceeding, the failure to take steps required by the statute which might have averted a grievance would stand unremedied, and to withhold Board processes would, perforce, entail a condonation of the College's disregard of its statutory obligations, a result which would hardly contribute to effective implementation of the arbitral process in the future.

Accordingly, I find on the sole issue presented that the information requested by the Union was at the least potentially relevant [8] to an intelligent assessment and evaluation of a grievance and that the failure of the College to provide such information on request violated Section 8(a)(5) and (1) of the Act. In so finding, I do not pass on the issues of contract interpretation raised by Respondent, nor do I envisage that the arbitrator would regard any finding herein as binding on him with respect to resolution of pure issues of contract interpretation.

IV. THE REMEDY

Pursuant to Section 10(c) of the Act, as amended, it is recommended that the Respondent be ordered to cease and desist from engaging in the unfair labor practices found and in any like or related conduct and take certain affirmative action designed to effectuate the policies of the Act.

As I have found that the Respondent has unlawfully failed to perform its bargaining obligation by denying the Union, as the exclusive representative of the Respondent's employees in an appropriate unit, copies of the physical plant and subcontracting budgets for the current and 2 prior years which the Union has requested, I recommend that the Respondent be ordered promptly to furnish such information to the Union. The posting of an appropriate notice is also recommended.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, I make the following:

Conclusions of Law

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. All permanent full-time, non-professional employees

[6] *N.L.R.B.* v. *Acme Industrial Co., supra,* 437–439.

[7] There, as here, the information sought related to a grievance covering a subject area which, according to management's view of its contract rights, was immune from challenge. Cf. *Sinclair Refining Company,* 306 F.2d 569 (C.A. 5, 1962), so heavily relied on by Respondent, but which in the light of *Acme Industrial* and *United-Carr* is no longer of precedential value.

[8] Except on the grounds heretofore disposed of, the College does not dispute the "potential relevance" of the information sought. In any event, I find that both the general and subcontracting budget would furnish insight both into the legitimacy of the reasons assigned for the layoff, and whether or not the selection of unit personnel was discriminatory and calculated to erode the bargaining unit. In so finding, I also rely upon the analysis of a similar issue made by Administrative Law Judge Bisgyer in *Trustees of Boston University, supra.*

of the Respondent in its Buildings and Grounds Department including Carpenters, Cabinet Maker, Painters, Groundsmen, Landscapers, Custodians, Housekeepers, Chauffeur, Courier, Head Groundsman, Head Electrician, Head-Pipe Shop, Electricians, Maintenance Mechanics, HVAC Mechanic, Firemen, Laundry Men, Towel Attendant, and Bowling Alley Manager, exclusive of Campus Patrolmen, Sargeants, Carpenter-Foremen, General Grounds Foreman, Building Custodian Supervisor, Chief Engineer, Chief Security Officer, Head Custodian, Clerical Employees, Professional Employees, Students, Temporary Employees, Part-time Employees, Employees in all other Departments and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. At all times material herein, the Union has been the exclusive bargaining representative of the employees in the aforesaid appropriate unit within the meaning of Section 9(a) of the Act.

5. By refusing to furnish the Union with copies of the Physical Plant and subcontracting budgets for the current and 2 prior years for use in connection with the evaluation of a grievance of the Respondent's laid off employees, the Respondent engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, as amended, I hereby issue the following recommended:

ORDER [9]

The Respondent, Worcester Polytechnic Institute, Worcester, Massachusetts, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to perform its statutory bargaining obligation owing to Building Service Employees' International Union, Local 254, AFL–CIO, as the exclusive representative of the Respondent's employees in the unit described below, by refusing to furnish the Union with information relevant and necessary for the proper evaluation of a grievance:

> All permanent full-time, non-professional employees of the Respondent in its Buildings and Grounds Department including Carpenters, Cabinet Maker, Painters, Groundsmen, Landscapers, Custodians, Housekeepers, Chauffeur, Courier, Head Groundsman, Head Electrician, Head-Pipe Shop, Electricians, Maintenance Mechanics, HVAC Mechanic, Firemen, Laundry Men, Towel Attendant, and Bowling Alley Manager, exclusive of Campus Patrolmen, Sargeants, Carpenter-Foremen, General Grounds Foreman, Building Custodian Supervisor, Chief Engineer, Chief Security Officer, Head Custodian, Clerical Employees, Professional Employees, Students, Temporary Employees, Part-time Employees, Employees in all other Departments and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(b) In any like or related manner interfering with, restraining or coercing employees in the exercise of their bargaining rights through the above-named Union, which are guaranteed to them in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Furnish the above-named Union with copies of the physical plant and subcontracting budgets for the current and 2 previous years for use in connection with the prosecution of the grievance filed on behalf of the Respondent's laid off employees.

(b) Post at its physical plant office in Worcester, Massachusetts, copies of the attached notice marked "Appendix." [10] Copies of said notice, on forms provided by the Regional Director for Region 1, after being duly signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 1, in writing, within 20 days from the receipt of this Order, what steps the Respondent has taken to comply herewith.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT refuse to perform our statutory bargaining obligation owing to Building Service Employees' International Union, Local 254, AFL–CIO, as the exclusive representative of our employees in the appropriate unit described below, by refusing to furnish the Union with information relevant and necessary for the proper prosecution of the grievance filed on behalf of laid-off employees:

[9] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[10] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by the Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

All permanent full-time, non-professional employees of the Respondent in its Buildings and Grounds Department including Carpenters, Cabinet Maker, Painters, Groundsmen, Landscapers, Custodians, Housekeepers, Chauffeur, Courier, Head Groundsman, Head Electrician, Head-Pipe Shop, Electricians, Maintenance Mechanics, HVAC Mechanic, Firemen, Laundry Men, Towel Attendant, and Bowling Alley Manager, exclusive of Campus Patrolmen, Sargeants, Carpenter-Foremen, General Grounds Foreman, Building Custodian Supervisor, Chief Engineer, Chief Security Officer, Head Custodian, Clerical Employees, Professional Employees, Students, Temporary Employees, Part-time Employees, Employees in all other Departments and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their bargaining rights through the above-named Union, which are guaranteed to them in Section 7 of the Act.

WE WILL furnish the above-named Union with copies of the physical plant and subcontracting budgets for the current and 2 previous years for use in connection with the prosecution of the grievance filed on behalf of our laid-off employee.

WORCESTER POLYTECHNIC INSTITUTE
(Employer)

Dated By
(Representative) (Title)

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

This notice must remain posted for 60 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 Board's Office, 7th Floor, Bulfinch Building, 15 New Chardon Street, Boston, Massachusetts 92114, Telephone 617–223–3300.