

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

<b>BAYSTATE FRANKLIN MEDICAL CENTER</b>  and  <b>BAYSTATE FRANKLIN SECURITY OFFICERS UNION a/w LAW ENFORCEMENT OFFICERS SECURITY UNION</b>	<b>Cases</b>  <b>01-CA-198949 01-CA-199030 01-CA-199306</b>
<b>BAYSTATE FRANKLIN MEDICAL CENTER</b>  and  <b>SHANNON WISSMAN-HOAR, An Individual</b>	<b>Case</b>  <b>01-CA-205215</b>
<b>BAYSTATE FRANKLIN MEDICAL CENTER</b>  and  <b>INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 877</b>	<b>Cases</b>  <b>01-CA-206295 01-CA-210169</b>
<b>BAYSTATE FRANKLIN MEDICAL CENTER</b>  and  <b>CHRISTOPHER LIVINGSTON, An Individual</b>	<b>Case</b>  <b>01-CA-210329</b>

**JOINT MOTION TO REMAND CASE  
TO THE REGIONAL DIRECTOR**

On March 11, 2019, Administrative Law Judge Paul Bogas issued a Decision and Recommended Order in the instant cases, finding that Baystate Franklin Medical Center (Respondent) violated Sections 8(a)(5)(3) and (1) of the Act by suspending and discharging employee Kris Morandi; disciplining employee Christopher Livingston for discussing the Union; interrogating employees about their protected activity; failing to

provide relevant and necessary information to Charging Party International Union of Operating Engineers, Local 877; and promulgating an overbroad rule improperly limiting employees' right to discuss unions and union activity.

On April 5, 2019, the Executive Secretary granted a request for extension of time to file Exceptions to April 22, 2019, based on the General Counsel, the Employer, and Charging Parties Baystate Franklin Security Officers Union a/w Law Enforcement Officers Security Union (BFSOU) and International Union of Operating Engineers Local 877 (Local 877) having agreed to terms of settlement that would obviate the need for the Employer to file Exceptions.<sup>1</sup> Since that extension was granted, the involved parties have achieved a settlement that is part Board Settlement, and part Non-Board Settlement, which we understand the Acting Regional Director has expressed he will approve.

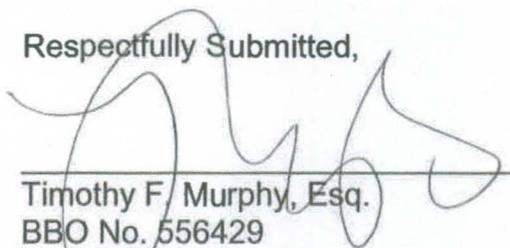
Accordingly, Respondent and the General Counsel, jointly move that the matter be remanded to the Acting Regional Director of Subregion 34 for further appropriate action, including the approval of the attached non-Board settlement (Exhibit 1 – sensitive and confidential), approval of the attached Board settlement (Exhibit 2), and approval of the withdrawal of the charge and the Complaint. Representatives from both BFSOU and Local 877 have also expressed to the General Counsel their willingness to join in this motion.

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<sup>1</sup> On information from Counsel for the General Counsel, neither Shannon-Wissman Hoar nor Christopher Livingston, whose charges duplicated those filed by their respective unions on their behalf, have expressed any intention to file Exceptions.

Dated: April 18, 2019

Respectfully Submitted,



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Timothy F. Murphy, Esq.

BBO No. 556429

Amelia J. Holstrom, Esq.

BBO No. 681710

Counsel for the Employer

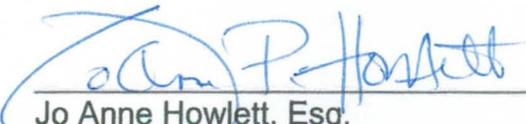
Skoler, Abbott & Presser, P.C.

One Monarch Place, Suite 2000

Springfield, Massachusetts 01144

Tel.: (413) 737-4753/Fax: (413) 787-1941

E-Mail: tmurphy@skoler-abbott.com



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Jo Anne Howlett, Esq.

Counsel for the General Counsel

450 Main Street, Suite 410

Hartford, CT 06106

Tel: (857-317-7810

Fax: (860) 240-3564

JoAnne.Howlett@nlrb.gov

### CERTIFICATION

The undersigned hereby certifies that on April 18, 2019, copies of the aforesaid Joint Motion (please note that the non-Board settlement, attached at Exhibit 1 is sensitive and confidential and was not served on all of the parties) were served by electronic mail upon the following:

Jo Anne Howlett, Esq.  
Counsel for the General Counsel  
450 Main Street, Suite 410  
Hartford, CT 06106  
JoAnne.Howlett@nlrb.gov

Steve Maritas, Business Agent  
Baystate Franklin Security Officers Union  
P.O. Box 562  
Bellmore, NY 11710-0562  
leosunions@gmail.com

Deborah Misir, Esq.  
Lally & Misir, LLP  
220 Old Country Road  
The Nassau Building  
Mineola, NY 11501  
[dmisir@lallymisir.com](mailto:dmisir@lallymisir.com)

(Without non-Board settlement)

Ms. Shannon Wissman-Hoar  
4 Fox Hill Road  
Bernardston, MA 01337  
[Swissman1211@gmail.com](mailto:Swissman1211@gmail.com)

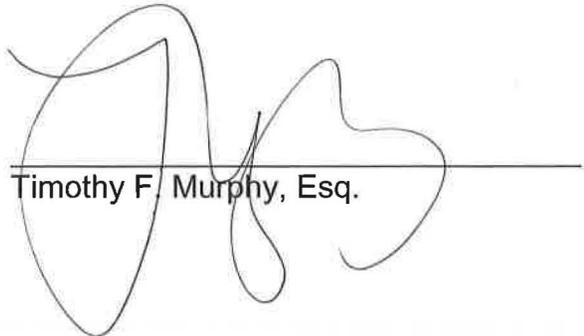
(Without non-Board settlement)

John J. Kilduff, Jr., Business Agent  
Local No. 877 of the International  
Union of Operating Engineers  
89 Access Road, Suite 4  
Norwood, MA 02062  
[jkilduff@local877.org](mailto:jkilduff@local877.org)

(Without non-Board settlement)

Mr. Christopher Livingston  
12 Sutcliffe Road  
Holland, MA 01521  
[elizachris@cox.net](mailto:elizachris@cox.net)

(Without non-Board settlement)

  
Timothy F. Murphy, Esq.

# **EXHIBIT 2**

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Baystate Franklin Medical Center**

**Case**

**01-CA-206295**

**01-CA-210169**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on bulletin boards in break rooms throughout the BFMC facility at 164 High St, Greenfield MA, including in the Mental Health Unit, the Maintenance department, the Security department, and outside of Human Resources. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

JFM  
Initials

No

\_\_\_\_\_  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of

notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reinstate proceedings to obtain a Board Order enforcing the Agreement.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act, as amended.

<b>Charged Party</b> Baystate Franklin Medical Center		<b>Charging Party</b> International Union of Operating Engineers, Local 877	
By:	Name and Title	Date	
	<i>Ronald Bryant</i>	<i>4/17/2019</i>	
Print Name and Title below			
<i>Ronald Bryant</i> <i>President</i>			
By:	Name and Title	Date	
	<i>John J. Kilduff Jr.</i>	<i>4/18/19</i>	
Print Name and Title below			
<i>John J. Kilduff Jr.</i> <i>Business Agent</i>			
Recommended By:		Date	
	<i>Jo Anne P. Howlett</i>	<i>4/16/19</i>	
Jo Anne P. Howlett Counsel for the General Counsel			
Approved By:		Date	
	<i>Paul J. Murphy</i>		
PAUL J. MURPHY Regional Director, Region 1			

(To be printed and posted on official Board notice form)

## NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States  
Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and  
protection Choose not to engage in any of these protected  
activities.

**WE WILL NOT** discipline or otherwise discriminate against any of you for supporting Baystate Franklin Security Officers Union a/w Law Enforcement Officers Security Union (Security Officers Union) or International Union of Operating Engineers, Local 877, (Local 877) or any other union.

**WE WILL NOT** coercively question you about your union support or activities.

**WE WILL NOT** promulgate or maintain a rule that prohibits you from having discussions about a union or union activity.

**WE WILL NOT** fail to provide Local 877 with information it requests that is necessary for and relevant to performance of its duties as your exclusive collective-bargaining representative.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL**, within 14 days from the execution of this Agreement, remove from our files any reference to the unlawful verbal warning issued to Christopher Livingston, and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the unlawful disciplinary action will not be used against him in any way.

BAYSTATE FRANKLIN MEDICAL  
CENTER

\_\_\_\_\_  
(Employer)

Dated

4/17/2019

By

*Amel Bay*

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).  
450 Main St., 4th Floor, Hartford, CT. (860) 240-3522  
Hours of Operation: 8:30 a.m. to 5:00 p.m.

**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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER