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FRIDAY, MAY 6, 2011

POLITICAL PATRONAGE GOES AMUCK IN OFFICE OF MASSACHUSETTS STATE AUDITOR SUZANNE BUMP BECAUSE OF PATRONAGE SWEEP..SPOILS AND POLITICS GOES RAMPANT.....AUDTOR BUMP AND OFFICE ARE NOW PLACED ON Do Not Trust List.....

There is no confidence in Suzanne Bump. She failed as a State Representative, political appointee in the administration of the Labor Department, and now is continuing her patronage political ways in the Office of State Auditor.

Suzanne bump has never never been there or done anything in the areas of inefficiency, waste, and mismanagement in tax expenditures whether the BIG DIG, Labor Violations, or potential Corruption anywhere.

Look at the names of the recent Bump hires in her own patronage plagued office based on so called international hiring searches: Campaign Operatives.

This news story fails to note all job appointees in the auditors office are temporary with no civil service or other protections from potential pressure to silence. Auditors should never be victims of being removed without cause by political whims or by handpicked so called consultant reports unless properly verified.

I urge anyone interested in reporting any improprieties in any government operations.....Do not trust or confide in the Office of State Auditor. Suzanne Bump, Massachusetts State Auditor and Office are now placed on the DO NOT TRUST LIST until such time confidence from any potential of a lack of integrity is implemented.

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POLITICAL PATRONAGE
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POSTED BY JOHN GATTI JR AT 4:11 AM NO COMMENTS:

THURSDAY, APRIL 28, 2011

MASSACHUSETTS SENATE PRESIDENT TERESE MURRAY NOW GOING AFTER INEFFICIENCIES, WASTE, AND MISMANAGEMENT IN STATE GOVERNMENT.....FACT OR JUST ANOTHER HIGH POWER POLITICAN POSTURING?????

Massachusetts readers and listeners maybe again be insulted with a press statement or non objective interview about the Senate President going to address and battle issues of inefficiency, waste, and mismanagement in state government NOW!

She has not been there, done anything, or been an advocate during her tenure in office.

The Senate President formerly worked for Massachusetts Department of Public Works among her other positions before becoming a State Senator. She was silent on the Big Dig and missing in action to the pleas of those exposing waste, fraud, and abuse of tax dollars whether in insurance, human services, and state budget.

Hopefully, the Senate President has become a born again good government advocate reformer as she continues to go to fund raisers solicited to Special interests and lobbyists for her as a campaign high power politician posturing and not again fooling the media and citizens.

Campaign dollar War Chest increasing and preservation of her Senate Colleagues who keep her in power that she appoints to higher paid stipend positions and other perks her power of office can give still will continue?

We should know in the coming months by her actions. We will compliment the Senate President or will have seen another high power politician posturing and again the media and citizens been fooled.

POSTED BY JOHN GATTI JR AT 3:31 AM NO COMMENTS:

SUNDAY, APRIL 24, 2011

CASH

CASH FOR SILENCE IS ALIVE AND WELL IN MASSACHUSETTS GOVERNMENT EMPLOYMENT PRACTICES. IS WROGDOING BEING COVERED UP BY EVEN THE ATTORNEY GENERAL AND OTHER OFFICIALS WHO HAVE THE REPONSIBILITY OF THE PUBLIC TRUST? I AM ENCLOSING A NEWS STORY THAT APPEARED IN THE BOSTON GLOBE IN WHICH INCLUDES A COMMENT THAT I MADE.

John Gatti Jr.

- State payouts sealed with a promise of silence

Despite questions about free speech and possible coverups, agencies often build gag orders into settlements, severance deals

In Attorney General Martha Coakley's office, at least two former employees have signed severance agreements in which they promised not to "disparage or make negative statements" about the attorney general's office or any of its employees.

By Todd Wallack

Globe Staff / April 24, 2011

A University of Massachusetts Medical School nursing assistant won a \$150,000 settlement after she complained she was harassed by a suprvisor.

Details of settlements
with ex-public workers

A state highway worker won \$170,000 after he was taunted by co-workers and bosses who thought he was gay.

And three MBTA workers received a total of more than \$100,000 in "enhanced severance" after being let go.

All the deals came with an important catch: The former employees had to keep silent about the payments or face legal action. They signed settlement or severance agreements that required them to keep the terms secret.

Far from unusual, Massachusetts government agencies have sworn scores of workers to secrecy as part of lucrative settlement or severance deals, a Globe review of public records shows. Many pacts also include non-disparagement clauses that prohibit workers from saying anything negative about their former employer.

While confidentiality and non-disparagement clauses are commonly used by private companies, they are much more controversial in the public sector. The Massachusetts attorney general's office has advised state agencies that they are "prohibited" from using confidentiality clauses, except in special circumstances.

And critics contend the agreements can be used to cover up questionable spending, muffle legitimate criticism of government agencies, or hide wrongdoing by public officials, such as the harassment alleged by the UMass and Highway Department workers.

"When it comes to public money, I think there is no justification for being able to secretly spend money," said Boston attorney Harvey Schwartz, who has represented former state government employees with job disputes. "The only reason to have a confidentiality agreement is to protect the agency and the wrongdoers."

Several state officials defended the pacts, noting that all the workers agreed to the restrictions.

"These clauses do not make it into final settlement agreements unless both parties agree to them," said MBTA spokesman Joe Pesaturo.

In general, employers say they negotiate settlement or severance agreements to avoid the cost and time of litigation and to soften the blow for employees who are let go. Many also use non-disparagement clauses because they are worried a disgruntled employee could hurt their reputation or lash out at former workers. In Pesaturo's words, the agreements make "practical business sense."

Pesaturo also said agencies use confidentiality agreements to prevent others from finding out about the payments and using them as a precedent for future deals.

The Globe reviewed more than 150 large severance and settlement

agreements signed by state agencies since 2005 and found more than half had either a confidentiality or non-disparagement clause. One in five contained both.

At least 16 state agencies have used such language in agreements, including offices under Governor Deval Patrick and former governor Mitt Romney. The severance and settlement agreements provided to the Globe total more than \$10 million.

The Globe obtained the agreements, which involve payments of at least \$10,000, after filing public records requests. In most cases, the agreements are vague about the reasons why the workers received the money. And most departments blacked out the names of the workers who received the money, citing the need to protect the workers' privacy.

In March, the Globe sued the Patrick administration and two other Massachusetts agencies to obtain the names and related information, arguing they do not fall under any exemptions in the Massachusetts Public Records Law. A Suffolk Superior Court judge has yet to rule on the Globe suit.

Some government watchdogs said they were surprised to learn the state has reached agreement on so many gag orders with workers and former employees.

"It's outrageous," said John Gatti Jr., a former state employee union official and a chief architect of the Massachusetts public employee whistle-blower law. "If there is any inappropriate behavior, it could stifle reporting of it. I cannot believe cash for silence in public employment practices is being allowed to continue."

Gatti said he thought the practice would have ended after former Treasurer Timothy Cahill came under fire six years ago for using gag orders.

In 2005, the Globe reported that Cahill's office asked a half-dozen departing workers to sign severance agreements with confidentiality and non-disparagement clauses.

After facing criticism from Common Cause and others, Cahill hired former attorney general Scott Harshbarger to review the practice. Harshbarger found the agency did not break any laws, but he cautioned the Treasurer and other Massachusetts offices to be

careful using such language because citizens expect such information to be public.

In addition, the attorney general's office has regularly sent agencies a legal advisory that says "confidentiality as such is prohibited, unless required by law." It also specifically discourages agencies from inserting any provisions that would bar workers from talking to the media.

The Massachusetts official who processes payroll and settlement payments for most state agencies recently told the secretary of state during a public records proceeding that he also opposes confidentiality clauses in most instances, and planned to remind other agencies that such agreements might not hold up in court.

"We fully agree that departments should not negotiate language in a settlement or judgment making the contents 'confidential' unless a privacy statute or other privilege exists," state Comptroller Martin Benison wrote in December.

Yet both Benison and the current, attorney general, Martha Coakley, have asked workers in their own offices to sign agreements with either confidentiality or non-disparagement clauses.

In Coakley's office, at least two former employees have signed severance agreements in which they promised not to "disparage or make negative statements" about the attorney general's office or any of its employees.

And in 2007, Benison signed a \$100,000 severance agreement that barred the former worker from even mentioning the pact's existence or saying anything negative about the agency related to his employment dispute.

Both Benison and Coakley's offices declined to comment, citing the Globe lawsuit.

Some other agencies have used even more expansive language.

For instance, the MBTA signed a \$61,000 severance deal in 2009 that bars a former employee from saying anything — either verbally or in writing — that "criticizes the MBTA, its business, its management, or any of its officers, directors, partners, or employees."

“That is really sweeping,” said Marcia L. McCormick, an associate professor of St. Louis University School of Law who specializes in workplace law. “There is probably a First Amendment problem with that.”

In some cases, the secrecy agreements in the pacts appear to have helped hide extra compensation to employees.

For instance, at least 13 employees in the office of University of Massachusetts president Jack Wilson received large severance payments after they were laid off due to budget cuts over the past two years. The university eliminated about 150 positions in the president’s office and a central administrative department during this period, but gave only a fraction of the workers severance deals, in which they agreed to never discuss the terms “in any forum at any time.”

One employee received \$124,000, nearly a year’s pay. The severance payouts totaled more than \$1 million.

UMass spokesman Robert Connolly said the confidentiality clauses were standard practice at the university.

“Generally, there is a desire on the part of both parties, the employer and the employee, to move on and move forward,” Connolly said.

In other cases, the confidentiality agreement was linked to a job dispute.

For instance, the nursing assistant at UMass Medical received \$150,000 in 2008 after she sued the school for sexual harassment by a supervisor. In one incident, the supervisor suggested she receive breast implants, according to her lawsuit. In another, he allegedly told her: “If I was your boyfriend and you slept next to me, I would have sex with you every night.”

In her lawsuit, the woman asserted UMass Medical did nothing to stop the harassment after she complained and later let her go.

As part of the agreement, the woman agreed not to disparage the university, her former supervisor or other university employees. She also agreed not to tell the media about it. If asked, she was told to reply: “I have no comment.”

And at the state Highway Department, the worker who received a \$170,000 settlement in January said he was repeatedly harassed by supervisors and co-workers. Though his name was blacked out in the agreement provided by the state, the details match those in a complaint filed by a Highway Department employee with the Massachusetts Commission Against Discrimination.

In the MCAD complaint, the employee complained he was repeatedly harassed by co-workers and supervisors who thought he was gay. One called him a “f—ing homo.” Another threatened to push him down a set of stairs. The harassment continued even after he was transferred several times.

In his settlement agreement, the employee agreed not to disclose the “contents and/or nature” of the agreement.

In settling another discrimination case in 2006, the highway agency agreed to conduct three hours of management training on preventing discrimination and harassment at three of its offices. The worker received \$12,000 and agreed to a confidentiality clause.

Some employment lawyers and professors doubted the state would be able to enforce the confidentiality or non-disparagement agreements in court.

“Most likely, the court would find there would be a substantial infringement on the person’s freedom of speech,” said Howard I. Wilgoren, a longtime Boston employment lawyer. “The public has a right to know how the Commonwealth is treating an employee and being forced to spend the public’s money.”

Regardless, Wilgoren said the pacts effectively discourage workers from speaking out because they fear they could be sued and forced to return money they received.

“My clients are concerned of even testing the waters,” Wilgoren said.

Todd Wallack can be reached at twallack@globe.com.

POSTED BY JOHN GATTI JR AT 4:37 AM

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