

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

CIVIL SERVICE COMMISSION
One Ashburton Place, Room 503
Boston, MA 02108
(617) 979-1900

GREGORY LEWANDOWSKI,
Appellant

v.

D1-18-196

TOWN OF CHARLTON,
Respondent

Appearance for Appellant:

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Appearance for Respondent:

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Commissioner:

Christopher C. Bowman

DECISION

On October 18, 2018, the Appellant, Gregory Lewandowski (Lt. Lewandowski), pursuant to G.L. c. 31, § 43, filed an appeal with the Civil Service Commission (Commission) contesting the decision of the Town of Charlton (Town) to discharge him from his position as the Lieutenant in the Charlton Police Department (CPD) on October 17, 2018. On January 8, 2019, I held a pre-hearing conference at the offices of the Commission and a full hearing was held at the Charlton

Public Library on March 11, 12 and June 12, 2019.¹ When citing the hearing transcripts: I is March 11; II is March 12; III is June 12.

The parties had the private hearing transcribed by a Certified Court Reporter and Notary Public and the transcript was filed with the Commission as the official record of the proceeding. The witnesses were sequestered with the exception of Lt. Lewandowski and, after he testified, Charlton Police Chief Graham Maxfield. Following the close of the hearing, proposed decisions were submitted by the parties on August 2, 2019.

FINDINGS OF FACT:

The Town submitted 74 separately numbered exhibits. (TE). The Appellant submitted Exhibits A-R. (AE). I left the record open for the Town to submit any written documentation prepared by Town Administrator Robin Craver regarding the proposed termination of the Appellant and the Town reported that there was none. Based upon the documents admitted into evidence and the testimony of the following witnesses:

Called by the Town:

- Police Chief Graham Maxfield; (“GM” when citing testimony);
- MJ, Charlton Police Department (CPD) Administrative Assistant (“MJ”);
- Retired CPD Chief James Pavier (“JP”);
- Retired Interim CPD Chief Daniel Charette (“DC”);
- Charlton Human Resources Director (HRD) Jessica Lewerenz (“JL”);
- Former Charlton Assistant Treasurer/Accountant/Human Resources Director MR; (“MR”);
- Charlton Town Administrator Robin Craver (“RC”).

Called by the Appellant:

- Gregory Lt. Lewandowski, Appellant (“GL”);
- MP, former (CPD) Administrative Assistant; (“MP”);
- PR, former CPD part time Dispatcher; (“PR”);
- CPD Lieutenant DD, who replaced Lt. Lewandowski (“DD”);

¹ The Standard Adjudicatory Rules of Practice and Procedure, 801 CMR §§ 1.00, *et seq.*, apply to adjudications before the Commission with G.L. c. 31, or any Commission rules, taking precedence.

- CPD Patrol Officer JM, also president of the Charlton Police Alliance collective bargaining unit (“JM”);
- CPD Patrol Officer TS (“TS”).

and taking administrative notice of all matters filed in the case and pertinent statutes, case law, regulations, policies, and reasonable inferences from the evidence, a preponderance of credible evidence establishes the following facts:

1. The Town of Charlton, located in Western Massachusetts, has a population of approximately 15,000. The Charlton Police Department (CPD) has twenty (20) full-time sworn officers: fourteen (14) Patrol officers; four (4) Sergeants; the Lieutenant and the Chief. The Lieutenant, including when Lt. Lewandowski held the position, is second in command of the Department, essentially performing the duties of a Deputy Chief. (Testimony of JP-I, 245). There are four (4) full-time dispatchers, three (3) special officers, a dozen auxiliary officers and a full-time administrative assistant. The Department has an annual operating budget of \$2.4 million. (Testimony of GM-II, 318, 476-78).
2. Part-time and full-time Police Officers and Sergeants and full-time Dispatchers are the positions in the Charlton Police Alliance (“CPA”) bargaining unit, with their terms and conditions of employment covered by the collective bargaining agreement between the Town and the CPA. (TE 7; CPA CBA).
3. The positions of Lieutenant and Chief and the CPD Administrative Assistant position are listed in the Charlton Personnel Policies and Procedures, (Personnel By-Laws; TE 6, Article 220-2.1), which sets forth terms and conditions of employment for covered positions, including vacation, sick leave, personal days and holidays. (TE 6, Article 4-1. Benefits, Applicability and interpretation; Article 5-1. Policy, Definitions, Eligible Employee).

4. Lt. Lewandowski has a Bachelor's Degree in Exercise Science and two (2) Masters' Degrees, one (1) in Criminal Justice and the other in Public Administration. (Testimony of GL-II, 716).
5. Then-Chief James Pervier ("Pervier") appointed Lt. Lewandowski to be an Auxiliary Police Officer ("APO") in the Charlton Auxiliary Police Unit ("CAPU") effective **July 15, 2002**. (TE 9). The APO position is not included in the Personnel By-Laws. (TE 6, Article 220-2.1). An APO is an unpaid volunteer who can only exercise police powers when called to active duty by the Chief. Like all APOs, Lt. Lewandowski was allowed to work police details for private vendors, who would pay him through the CPD. (Testimony of GL-II, 807-08; Testimony of GM-I, 325-26; Testimony of JP-II, 235-37; Testimony of JM-II, 673-74).
6. Lt. Lewandowski's first employment as a full-time Police Officer was with the Millville Police Department from June 2, 2003 through August 4, 2005. (TE 11, 50).
7. On December 11, 2003, Lt. Lewandowski resigned from his Charlton APO position (TE 10, 50).
8. On **September 27, 2005**, about two (2) months after he left his position as a Millville Police Officer, the Charlton Board of Selectmen appointed Lt. Lewandowski as a full-time police officer. He was sworn in on or about October 11, 2005. (TE 12, 50).
9. On July 1, 2013, on the recommendation of then-Chief Pervier, the Town appointed Lt. Lewandowski to be the CPD Lieutenant. (TE 14, 50).
10. Upon his promotional appointment to lieutenant, Lt. Lewandowski was told by then-Chief Pervier that he would receive all the benefits that are given to Charlton police officers through the CBA, except that vacation and sick leave accrual would now be pursuant to the Personnel Bylaws. (Testimony of GL, 764-765)

11. Knowing that Chief Pervier was likely to retire within the next couple of years, Town Administrator Robin Craver encouraged Lt. Lewandowski to begin attending various town meetings, including meetings with the Finance Committee regarding the Police Department's budget. She was disappointed when Lt. Lewandowski appeared at a Finance Committee meeting wearing gym attire and counseled him to dress in more professional attire in the future. He accepted the advice but did not appear at future meetings. (Testimony of RC)
12. Pervier retired December 31, 2016. The Town appointed former Southbridge Chief Daniel Charette ("Charette") to be Provisional (Interim) Chief effective January 1, 2017. Charette served as Chief until October 2, 2017. (TE 8; Testimony of DC -I, 100).
13. In 2017, Charette issued a two-day suspension against Lt. Lewandowski relating to problems with the Department's failure to invoice and collect payment from utilities and others for police details performed. (TE 55) Serving as the hearing officer, Ms. Craver inquired whether the penalty could be increased, but ultimately chose to simply affirm the two-day suspension. (Testimony of RC)
14. Following an assessment center, the Board of Selectmen appointed Sergeant Graham Maxfield ("Maxfield") to Chief. Maxfield started as Chief after signing an October 2, 2017 Employment Agreement with the Town that included some specific terms and conditions of his employment. (TE 8; Maxfield Employment Agreement).

Issues Related to Longevity Payment Made to Lt. Lewandowski

15. Prior to July 1, 2016, the pertinent part of the longevity article in the CPA CBA read:
 - Upon implementation of this contract and on every July 1 thereafter, all full time employees covered under this Agreement shall be eligible for a longevity payment according to the terms set forth below:

<u>Years of Service</u>	<u>Annual Payment</u>
11 years	\$100

15 years	\$150
19 years	\$200
(TE 74, Article 30).	

16. The Town and the CPA signed a Memorandum of Understanding June 28, 2016 reflecting the changes that would become part of the parties' July 1 2015-June 30, 2018 CBA, including the following longevity change:

- Beginning July 1, 2016 and thereafter, all full time employees covered under this Agreement shall be eligible for a longevity payment according to the terms set forth below:

<u>Years of Service</u>	<u>Annual Payment</u>
10 years	\$200
15 years	\$400
20 years	\$1,000 (TE 74, Article 30).

17. Longevity was a once annual payment intended to be given in the first week of July based upon a person's years of service as of July 1st. For example, if an employee had 19 years of service as of October 1, 2016 (FY17), he/she was entitled to a \$400 payment as of July 1, 2017 (FY18), even though he/she would have 20 years of service as of October 1, 2017 (FY18). The \$1,000 payment would not take effect until July 1, 2018. (Testimony of JP, JL GL and MR)

18. As of July 1, 2017, Chief Maxfield was a Sergeant on the Charlton Police Department with nineteen years of service, having a start date of September 20, 1997. (Ex. A).

19. As a Sergeant, Chief Maxfield, along with three other officers who had the same start date, received a longevity payment under the budget prepared by Interim Chief Charette on July 1, 2017 of \$1,000. The payroll submission for this longevity payment was prepared by the Chief's Administrative Assistant, MP, and signed by Lt. Lt. Lewandowski as required by the Town's policy. This represented an overpayment of \$600. (Testimony of MR pp. 87-88; Testimony of JL pp. 217-219).

20. Even though there was no longevity benefit in the Personnel By-Laws prior to October 16, 2017, Pervier learned that his predecessor, Chief Stevens, had received longevity under the provisions of the CPA CBA. From this, Pervier determined that the CPD Chief and Lieutenant were allowed to continue to get longevity under the terms of the CPA CBA. (Testimony of JP-II, 253-54).
21. Lt. Lewandowski did not earn a longevity benefit under the CPA CBA while a patrol officer. The first longevity payment that Lt. Lewandowski received from the Town was for \$200 in July, 2016/FY 17 (10 years of full time police service in Charlton). His second longevity payment was for \$200 he received in July, 2017/FY 18 (11 years of service).
22. With the hiring of its first Human Resources Director, JL, the Town established a Human Resources Department in March, 2017. MR, who was already employed as the Assistant Treasurer, began to also serve as Assistant Human Resources Director. (Testimony of JL-I, 169).
23. On October 16, 2017, Charlton Town Meeting added to the Personnel By-Laws the following longevity benefit:

As of every July 1 following completion of the applicable, minimum number of years of continuous service set forth below any eligible employee covered under this bylaw and still employed by the Town shall be eligible for an annual longevity payment (not added to the base salary) according to the terms set forth below:

10 years but less than 15 years	\$200.00 per year
15 years but less than 20 years	\$400.00 per year
20 years but less than 25 years	\$600.00 per year
25 years or more	\$1,000.00 per year

Such increases shall not be cumulative. Rather, for example, an employee having completed fifteen (15) years' continuous service shall receive a total, additional four hundred dollars (\$400) per year [rather than two hundred dollars (\$200) plus four hundred dollars (\$400)] until the July 1 following completion of twenty (20) years' continuous service, at which point the employee would receive a total

additional six hundred dollars (\$600) per year [not four hundred dollars (\$400) plus six hundred dollars (\$600)].” (TE 6, Article 220-4.15; underlining added).

24. The Personnel By-Laws pre-existing definition of “eligible employee” was, “One who is currently employed by the Town and who is regularly scheduled to work a minimum of twenty (20) hours per week.” (TE 6, Article 220-5.1).
25. Lt. Lewandowski understood that the new longevity provision was effectively codifying the longevity benefit that was already being paid to him and Pervier. (Testimony of GL-II, 797).
26. As referenced above, Lt. Lewandowski had already received his \$200 longevity payment in July 2017 based on the past practice of the Police Department to pay longevity to the Chief and Lieutenant, even though they were not covered by the CBA. The Town Meeting article, which now provided for all non-CBA employees (i.e. – managers) to receive a longevity payment, was adopted on October 2017.
27. Ms. Craver decided that the HR Department would process the new longevity payments under the Personnel By-Laws. JL assigned the task to MR. (Testimony of JL-I, 173).
28. MR’s calculations were based on her assumption that as long as the employee was currently an “eligible employee”, working 20 hours per week, all of the employee’s past service would count, regardless of whether the employee worked less than 20 hours per week during some of those past years. (Testimony of MR-I, 30-34; Testimony of JL-I, 179-181, 188-189).
29. On November 15, 2017, MR sent an email to Department Heads and anyone in the affected Department involved in the payroll process. For Lt. Lewandowski, the Longevity Chart showed: “7/15/02” (the date he began his service as an auxiliary officer) as Date of Benefit Eligibility, “14” as Years of Service A/O 7/1/17 and “\$200.00” as what he would earn for FY 18 Longevity.

30. Using “7/15/02” instead of “10/11/05” did not change what MR determined that Lt. Lewandowski had earned for FY 18 because he was still at the “10 years but less than 15 years...\$200.00 per year” level under the new longevity provision. (TE 6, 18).
31. At the time, MR did not recall that, in July, when the Treasurer’s office had processed the longevity checks for all of the Departments with unionized employees, it had issued a \$200 longevity check for Lt. Lewandowski. (TE 17; AE H: July 13, 2017 paycheck; Testimony of MR-I, 76-7).
32. MR informed the November 15 email recipients that longevity [Personnel] Action Forms (“Longevity PAF”) had been sent to their interdepartmental mailboxes and, if they were signed and sent back to her by November 20, the longevity payments would be issued as a separate check in the following week’s payroll. (TE 18; Testimony of MR-I, 38-9, 49-50).
33. On November 15, Lt. Lewandowski saw MR’s email, including his information on the Longevity Chart. (TE 18, 19). Lt. Lewandowski’s Longevity PAF was circulated and signed by Maxfield and Ms. Craver. On or about November 22, Lt. Lewandowski received the \$200 longevity payment in his paycheck. (TE 20).
34. In December of 2017, while working on the CPD FY 2019 budget submission with new Administrative Assistant MJ, Maxfield learned for the first time that, prior to the Personnel By-Laws longevity article, the Department had been processing longevity payments for Lt. Lewandowski and the prior Chief and Lieutenant. The Chief also learned that Lt. Lewandowski had received the most recent Department initiated longevity payment of \$200 in July, 2017, meaning that Lt. Lewandowski’s payment that resulted from the Longevity PAF Maxfield had signed in November was Lt. Lewandowski’s second \$200 payment in FY 18. (Testimony of GM-I, 341-44).

35. Maxfield asked Lt. Lewandowski why he had received two (2) longevity payments, one (1) in July and one (1) in November. Lt. Lewandowski responded that he was entitled to it because of his anniversary date with the Town. Maxfield directed him to submit a written response. In a memo to Maxfield dated January 29, 2019, Lt. Lewandowski wrote:

- 1.) Why did I start receiving longevity pay before the town voted on giving longevity pay to non-contractual employees?

I was told by Chief Pervier that I hit my 10 (ten) year anniversary in September [2015] and he began paying me longevity pay in July of the next fiscal year [July 2016; FY 17].

- 2.) Why did I accept the November longevity payment?

The Town paid non-contractual employees longevity pay in November of 2017. When we would calculate payroll for the next fiscal year, we would always compare our numbers to the town's numbers. If there were any discrepancies, I believe that we always went with the town's calculations. So we always checked our numbers to the Town's numbers.

Last November, I learned that the town had me reaching my fifteen (15) year mark in this past July. When I received the longevity pay in November, I didn't think much of it. I figured that it was an adjustment by the town, for hitting my fifteen (15) year anniversary. (TE 22).

36. It did not make sense to Maxfield that Lt. Lewandowski would get his very first longevity payment of \$200 (10 years) in July, 2016 and would then be eligible for a fifteen (15) year payment in July, 2017. He checked with HR Director JL, discovered that Lt. Lewandowski's actual start date as a full-time police officer was October 11, 2005 and sent Lt. Lewandowski an email asking him how he had learned that the town had him reaching the fifteen (15) year mark for longevity in November. In his response, Lt. Lewandowski attached and referenced the Longevity Chart that MR had sent him on November 15, which had him at "14" years of service as of July 1, 2017, not "15." (TE 19; Testimony of GM-I, 350-4).

Additional Week of Vacation

Article 6 of the CPA Contract reads in pertinent part:

- Vacations (Full Time); Full time officers shall be granted vacation leave, with pay, as follows...120 hours after five years...160 hours after ten years.”
- Each member of the bargaining unit hired before January 1, 2012 with prior full time police service shall have such prior service time added to creditable service with the Town of Charlton to determine the member’s annual vacation allowance. (TE 7, Art. 6)

37. While in the CPA bargaining unit, under an agreement between the Town and the CPA, Lt. Lewandowski was given credit for two (2) years and two (2) months of full-time police service in Millville. In the document that Lt. Lewandowski signed as part of the agreement, his Charlton date of hire for service toward vacation was “9/27/05.” (TE 13).

38. Lt. Lewandowski was promoted to Police Lieutenant July 1, 2013. The Personnel By-Laws, which covers managers such as the Police Chief and Police Lieutenant, states.

- After the first six months of continuous employment with Charlton---2 (two) weeks of vacation per year;
- After five years of continuous employment with Charlton---3 (three) weeks of vacation per year;
- After 10 years of continuous employment with Charlton---4 (four) weeks of vacation per year;
- After 15 years of continuous employment with Charlton---5 (five) weeks of vacation per year. (TE 6, 220-4.5; underlining added; (Testimony of JP-II, 240-2).

39. Unlike longevity, increases in vacation time under both the CPA CBA and the Personnel By-Law are credited when the employee reaches the anniversary of continuous employment that puts the employee at the next level of vacation.

40. In early December, 2017, Lt. Lewandowski went to MR’s Office. As recounted by MR, “he (Lt. Lewandowski) said that, according to the longevity sheet that was dispersed, we had his

start date as 7/15/02, therefore, he thinks we had an issue, an error in his vacation time, and wanted me to take a look at it.” Lt. Lewandowski told MR that “we had not been processing the vacation start date the same as the longevity start date, therefore, he was owed an additional week of vacation time ... he asked me to look at it.” MR reviewed the Longevity Chart, told Lt. Lewandowski that he was right and that she would prepare a vacation personnel action form. (“Vacation PAF”). Lt. Lewandowski said “Okay.” MR prepared and signed the Vacation PAF. (Testimony of MR- I, 23-24; 54-62; TE 21).

41. The Vacation PAF still had to be signed by Chief Maxfield and Ms. Craver. Lt. Lewandowski brought the form to Maxfield while the Chief was in a meeting in his office with Administrative Assistant MJ. Lt. Lewandowski handed Maxfield the Vacation PAF form and stated that he had “hit an anniversary.” Maxfield looked at the form and asked, “You’ve been here 15 years already?” Lt. Lewandowski said, “Yes.” Maxfield joked about whether he was buying a car as he signed the Vacation PAF. (TE 21; Testimony of GM-I, 336-340; Testimony of MJ-I, 495-97). Ms. Craver subsequently signed the form and Lt. Lewandowski was credited with an additional forty (40) hours of vacation. (TE 21).

42. When Maxfield was reviewing the circumstance of Lt. Lewandowski’s longevity payment for FY 18, he learned from the HR Director that “7/15/02” was the date Lt. Lewandowski was appointed to the position of auxiliary police officer. Chief Maxfield was not aware, nor was he informed, at that time, that Lt. Lewandowski had resigned his position as an auxiliary officer with the Town in December 2003. (Testimony of GM-I, 354-55; Testimony of JL-I, 183-190).

43. Chief Maxfield then met with Lt. Lewandowski regarding the longevity issue. Chief Maxfield told Lt. Lewandowski: “the auxiliary time doesn’t count for purpose of benefits

and longevity, and I knew that he was aware of that.” During that conversation, Chief Maxfield “remembered that I signed that vacation form and I asked him ‘Did you get another week’s vacation based on this date?’ and he said ‘yes’”. Chief Maxfield then told Lt. Lewandowski “to get over to HR and square this away, and to email [MR] and deduct that 40 hours of vacation from the form that he had me sign.” (Testimony of GM-I, 355-357, 475).

44. Lt. Lewandowski sent an email to MR on February 12 which read, “After speaking with my chief, he advised that vacation time does not count for auxiliary service and that we were at error with me attaining my 15 years of service time in Charlton. With that being said, could you please deduct the 40 hours from my vacation time, please?” Ultimately, CPD Administrative Assistant MJ deducted the forty (40) hours. (TE 23).

45. Chief Maxfield subsequently learned that there had been a break in service from when Lt. Lewandowski’s auxiliary time ended (December 2003) and when he became a full-time police officer for the Town (July 2005). When Chief Maxfield learned about this break in service, he concluded that Lt. Lewandowski had deliberately misled him. He re-assigned Lt. Lewandowski’s access to Department records and related duties to one of the Sergeants and determined that he would further investigate Lt. Lewandowski. (Testimony of Maxfield-I, 359-64). On April 5, 2018, Maxfield placed Lt. Lewandowski on paid administrative leave so that he could further investigate. (TE 24B).

Lt. Lewandowski’s written response during the investigation regarding a conversation he had with former Chief Pervier

46. On May 21, 2018, Chief Maxfield sent a notice and questions to Lt. Lewandowski stating:

- While I am not ordering you to provide the information under threat of discipline, I am ordering you as follows:

- i. If you do choose to provide the information, you must tell the truth at all times. Untruthfulness includes making false statements and/or intentionally omitting significant or pertinent facts....
- ii. Your failure to comply with these orders will constitute grounds for discipline, up to and including dismissal. This is separate and apart from discipline, if any, that arises from my investigation. (TE 42, pp. 1, 2).

47. Through counsel, Lt. Lewandowski provided his response to the questions on May 29, 2018, including signing a statement at the end of his responses that read, “These answers have been prepared with assistance of counsel and I have personally participated in responding to, and have reviewed each answer, and attest to their completeness and accuracy.” (TE 43, p. 11).

48. Question 2(b) and Lt. Lewandowski’s response to question 2(b) were as follows:

- Prior to July 1, 2017, did you know that you were first promoted to Lieutenant on July 1, 2013 and that, unlike your position as a Police Officer, the position was not covered by the collective bargaining agreement between the Town and Charlton Police Alliance?
- “No. [Former] Chief [James] Pervier discussed the differences between the Rank of Lieutenant and that of Patrol Officer...[I] was informed that the Chief and Lieutenant receive everything that “union” personnel receive with the exception of vacation and sick time caps. Chief Pervier also informed [me] that [I] would receive all the benefits that the previous Lieutenant received including credit for time on Millville Police Department for longevity calculations [as was in the union contract].” (TE 43, p. 3; underlining added).

49. At the March 12 Commission hearing, Lt. Lewandowski provided the following testimony:

“Lt. Lewandowski: I had a conversation with Chief Pervier – right before I got promoted, I spoke with him about what the lieutenant would get – if I was to take the lieutenant’s position what I would get for benefits and stuff like that. He informed me that I would get everything that the union gets, anything that the past lieutenant had, himself also, up to an including whatever was in the union.

Commissioner: Okay. But didn’t you explicitly answer somewhere that he told you that you could use your Milville time for longevity purposes?

Lt. Lewandowski: In one of the questions that Chief Maxfield sent over back in, I believe it was May.

Commissioner: Yes

Lt. Lewandowski: Yeah, it's added on at the end. I just thought – I just inferred that that was part of that discussion because we got everything that the union got.

Commissioner: All right. So he never explicitly said those words to you, 'You can use your time as a Millville police officer for the longevity calculations'?

Lt. Lewandowski: I just inferred that.”

(Testimony of GL-II, 765-67)

Sick Leave Audit

50. From September 27, 2005 to July 1, 2009, Lt. Lewandowski, like all other CPD employees accrued eight (8) hours - (1 day) of sick leave a month. Effective July 1, 2009, the accrual rate increased to ten (10) hours - (1.25 days) a month.

51. Since Lt. Lewandowski has been in the Department, an employee's sick day has been recorded by CPD Dispatchers into the Department's Sick Book. If a Dispatcher took a call from an employee calling in sick, that would also be included in the dispatch logs. The Sick Book was the source of information for payroll records that recorded an employee's sick leave use in each pay period.

52. On July 1, 2008, the Department also started to enter used sick time into the "Tritech IMC" Program, in the Department's computer system. (Testimony of GM-II, 390-391). Lt. Lewandowski has been in charge of the Tritech Records IMC System since he became the CPD Lieutenant on July 1, 2013. (TE 14A; AE O; Testimony of GL-II, 720-721).

53. Prior to when Lt. Lewandowski was promoted to the CPD Lieutenant, the Town had to pay a departing employee a large sum of money for unused leave the Town did not know the employee had accrued. (Testimony of DC-II, 102-03). In 2014, Ms. Craver asked Pervier to

audit the accrued leave of Department employees, including sick leave, so that any discrepancies between Department records and Town Hall records could be reconciled. (Testimony of JP-I, 249-50). Administrative Assistant MP gathered the data from Department records and completed the calculations. MP made sure that the audit included sick leave use recorded in the Department Sick Book. (Testimony of MP-II, 598-599). Lt. Lewandowski, relying on MP's work, put the audit for each employee on letterhead and submitted the document to each employee. The document for Lt. Lewandowski stated, "As of 10/09/2014, Lieutenant has accrued the following hours...Sick: 626." (Testimony of GL & TE 33).

54. In February 2017, Charette directed Lt. Lewandowski to conduct another accrued leave audit. Lt. Lewandowski completed the audit and attached the Department "Sick Time as of 3-1-17" document to an email he sent to Charette dated March 14, 2017. Lt. Lewandowski listed his accrued sick leave as of March 1, 2017 as 844 hours. After verifying the hours with all employees by posting them on the CPD bulletin board, Charette submitted them to Town Hall. (TE 34; Testimony of DC-I, 108-12).

55. In December, 2017, another sick leave audit was completed. New Administrative Assistant MJ and Assistant HRD MR completed the sick leave audit to reconcile CPD records with HRD records. (Testimony of GM-II, 390).

56. Starting with the March 1, 2017 sick leave accrual balances from the most recent audit, MJ added/subtracted sick leave accrued and used through December 28, 2017. (Testimony of MJ-II, 498-99). She then prepared a standard notice for each employee, which Chief Maxfield signed, and placed it in the employee's department mailbox. The notice to Lt. Lewandowski read in pertinent part, "Please take a look at the following balances for time off

that we have for you as of December 28, 2017. If you believe there is an error, please see me as soon as possible...Sick Time: 904 hours. If the above balances are correct, please sign here.” (TE 35).

57. Based on his pay advice dated December 28, 2017 showing that he had 912 hours of sick leave, which Lt. Lewandowski accepted as correct, Lt. Lewandowski made a handwritten note of 912 on the correspondence and brought it to Chief Maxfield. The Chief reviewed the handwritten note and said “prove it.” (Testimony of GL, 731)

58. In response Lt. Lewandowski went back and audited his sick leave by calculating the total possible amount of hours that could have accrued *since starting full-time employment in 2005*, but only deducted the amount of hours logged into the IMC / Tritech dispatch software, which the Department began using to track sick time usage in July 1, 2008. Thus, he failed to deduct any of the sick time usage from 2005 through July 1, 2008, which had been logged manually, and which had been deducted in the first audit conducted by former Administrative Assistant MP. Thus, instead of 904 (or 912) hours, Lt. Lewandowski represented that his sick time balance should be 1186 hours as of December 28, 2017. Chief Maxfield, his new administrative assistant and the Town’s Assistant HR Director accepted Lt. Lewandowski’s representation and his employment records were updated. (TE 36, 38, Testimony of GL, GM, MJ and MR)

59. In preparation for this proceeding before the Commission, the Town searched and found sick book pages in the basement of the Police Department showing that Lt. Lewandowski had taken 20 sick days or 160 hours that were not accounted for in his analysis. (Testimony of MJ, 523) If those 160 hours were subtracted from Lt. Lewandowski’s tally of 1186, his correct sick leave balance would have been 1026 hours.

60. Although Lt. Lewandowski did his sick leave calculation with the omission of sick leave he had used prior to July 1, 2008, he held other Department employees to the prior audit, which took into account sick leave used prior to July 1, 2008. (Testimony of GL-II, 783). An example was Dispatcher GF to whom Lt. Lewandowski sent a January 8, 2018 notice referring to the October, 2014 audit:

After review, I made a correction of your Sick Time balance from what was in the letter of December 28, 2017. During further reconciliation of time off it was discovered that there were time off sheets that were signed off on in 2014. This gave us a better starting point on which to base current time off calculations. After recalculating the numbers, it showed that your Sick Time balance was different than what was originally thought. Please see the new balances below that are correct as of December 28, 2017. (TE 41).

61. Lt. Lewandowski wrote further to GF that she had 116.25 hours of accrued sick leave as of December 28, 2017, and she signed off on that number. (TE 41). GF had been employed by the Department since September 28, 1990. If Lt. Lewandowski had applied the same calculation method he used for himself--i.e., only considering her sick leave use that had occurred since sick leave began to be entered in the Tritech IMC System July 1, 2008, GF's sick leave balance as of December 28, 2017 would have been 1646.75 hours—1200 hours because of the maximum accumulation. (TE 41; Testimony of GM-II, 403-07).

Use of 6 Vacation Days that were not recorded in payroll system

62. When Pervier was Chief, Lt. Lewandowski would make a written request to the Chief to use a vacation day, usually by email, and the approval would get copied to the Administrative Assistant by the Chief or Lt. Lewandowski so she could enter it into the payroll system. (Testimony of JP- I, 293-94).

63. During his nine (9) months as Interim Chief, Charette had Lt. Lewandowski sign the weekly payrolls. Charette would only sign a payroll document if Lt. Lewandowski was not available. (Testimony of DC-I, 112-13; Testimony of GL-II, 812-13, 818).
64. In a chain of emails dated May 1, 2017, Lt. Lewandowski told Charette that he had sixteen (16) accrued vacation days and two (2) accrued personal days. He asked the Chief:
- To be allowed to use 6 (six) of the days on May 5, 19 and 26; June 9, 16 and 30;
 - To be allowed to roll over 5 (five) of the days into the next fiscal year; and
 - For the Town/Department to buy back 7 (seven) days of vacation from him.
65. After he asked Ms. Craver whether Town policy allowed an employee to sell back vacation days, and she said no, he denied Lt. Lewandowski's buyback request. Charette approved Lt. Lewandowski's other two (2) requests. (TE 25). (Testimony of DC-I, 164-65).
66. Lt. Lewandowski took vacation days on May 5, 19, 26 and June 9, 16 and 30, 2017. Lt. Lewandowski received a paycheck "advice" with each of his paychecks which included the employee's current accrued sick (SPCS), personal (PPCS) and vacation time (VCPS) in hours, as well as the number of hours used during the pay period and in the year to date. Lt. Lewandowski's paycheck advices for the six (6) pay periods that included the six (6) vacation days did not show that he had used any vacation hours. (TE 32).
67. Each of the six (6) vacation days was in a separate payroll period. None of the six (6) days were documented in the six (6) separate payrolls. Lt. Lewandowski personally signed five (5) of the payrolls. Charette signed one (1) of the payrolls in Lt. Lewandowski's absence without noticing that Lt. Lewandowski's May 6 vacation day wasn't recorded. (TE 26; TE 166-67).

68. On September 7th and 12th, 2018, a local appointing authority hearing was held by a hearing officer designated by the Town. (Stipulated Facts)

69. Lt. Lewandowski did not testify at the local appointing authority hearing. (Stipulated Fact)

70. On October 16, 2018, the Board of Selectmen, serving as the appointing authority, voted to adopt the recommendations of the hearing officer and terminate Lt. Lewandowski from his employment. (Stipulated Fact)

71. The termination letter, dated October 17, 2018 states in relevant part:

- “You accepted a \$200 longevity payment in November 2017 that you knew you had not earned and that the Town had paid by mistake.
- Instead of taking steps to correct the error in Town records that had your hire date as July 15, 2002 – not September 27, 2005 – for purposes of benefit accruals, you took advantage of it to obtain an extra week of vacation you had not earned.
- You took six (6) days of vacation in May and June 2017 and did not deduct it from your accrued vacation, including on payrolls that you signed.
- The evidence shows that you purposefully inflated your accrued sick leave by at least 240 hours in Department records.
- After being warned under threat of dismissal to tell the truth in Chief Maxfield’s investigation, you failed to tell the truth when you claimed that former Chief James Pervier told you that you would receive Charlton service credit toward longevity for your prior employment with the Millville Police Department.”

The last page of the termination letter states in part: “ ... [Y]ou chose to engage in a pattern of deception and outright lying with the goal of securing benefits to which you were not entitled. While you only pocketed \$200, that alone would justify your dismissal. The vacation and sick

leave benefits that you were caught attempting to obtain were worth thousands of dollars. And you lied in the investigation.” (TE 1)

Applicable Law

G.L. c. 31, § 43 provides:

“If the commission by a preponderance of the evidence determines that there was just cause for an action taken against [a tenured civil service employee] ... it shall affirm the action of the appointing authority, otherwise it shall reverse such action and the person concerned shall be returned to his position without loss of compensation or other rights; provided, however, if the employee by a preponderance of the evidence establishes that said action was based upon harmful error in the application of the appointing authority’s procedure, an error of law, or upon any factor or conduct on the part of the employee not reasonably related to the fitness of the employee to perform in his position, said action shall not be sustained, and the person shall be returned to his position without loss of compensation or other rights. The commission may also modify any penalty imposed by the appointing authority.”

An action is “justified” if it is “done upon adequate reasons sufficiently supported by credible evidence, when weighed by an unprejudiced mind; guided by common sense and by correct rules of law.” Commissioners of Civil Service v. Municipal Ct. of Boston, 359 Mass. 211, 214 (1971). See also Cambridge v. Civil Service Comm’n, 43 Mass.App.Ct. 300, 304 (1997); Selectmen of Wakefield v. Judge of First Dist. Ct., 262 Mass. 477, 482 (1928). The Commission determines justification for discipline by inquiring, “whether the employee has been guilty of substantial misconduct which adversely affects the public interest by impairing the efficiency of public service.” School Comm. v. Civil Service Comm’n, 43 Mass.App.Ct. 486, 488 (1997). See also Murray v. Second Dist. Ct., 389 Mass. 508, 514 (1983).

The Appointing Authority’s burden of proof by a preponderance of the evidence is satisfied “if it is made to appear more likely or probable in the sense that actual belief in its truth, derived from the evidence, exists in the mind or minds of the tribunal notwithstanding any doubts that may still linger there.” Tucker v. Pearlstein, 334 Mass. 33, 35-36 (1956).

Under section 43, the Commission is required “to conduct a de novo hearing for the purpose of finding the facts anew.” Falmouth v. Civil Service Comm’n, 447 Mass. 814, 823 (2006) and cases cited. However, “[t]he commission’s task.. is not to be accomplished on a wholly blank slate. After making its de novo findings of fact, the commission does not act without regard to the previous decision of the [appointing authority], but rather decides whether ‘there was reasonable justification for the action taken by the appointing authority in the circumstances found by the commission to have existed when the appointing authority made its decision’,” which may include an adverse inference against a complainant who fails to testify at the hearing before the appointing authority” Id., quoting internally from Watertown v. Arria, 16 Mass.App.Ct. 331, 334 (1983) and cases cited.

By virtue of the powers conferred by their office, police officers are held to a high standard of conduct. "Police officers are not drafted into public service; rather, they compete for their positions. In accepting employment by the public, they implicitly agree that they will not engage in conduct which calls into question, their ability and fitness to perform their official responsibilities." Police Commissioner of Boston v. Civil Service Commission, 22 Mass.App.Ct. 364, 371 (1986).

Parties' Arguments

In its post-hearing brief, the Town argues that the preponderance of the evidence supports each of the charges against Lt. Lewandowski; that the Commission should draw an adverse inference against Lt. Lewandowski for not testifying at the local hearing; and that, given the serious nature of the charges, including untruthfulness, termination was the appropriate level of discipline to be imposed here.

In his post-hearing brief, Lt. Lewandowski argues that the longevity issue that led to the investigation and his ultimate termination was the product of unfair and disparate treatment among similarly situated employees; the investigation into peripheral matters and the findings were erroneous and merely a pretext to support a termination decision; and that Lt. Lewandowski has committed no wrongdoing.

Analysis

I carefully considered all of the witnesses' testimony throughout the three days of hearing conducted at the Charlton Library. I reviewed the testimony again by reading the transcripts. I reviewed all of the exhibits, the stipulated facts and the post-hearing briefs submitted by the parties. To ensure clarity, I have not overlooked any of the witness testimony, proposed findings or arguments. In those instances where I did not include all or parts of the testimony of a witness in my findings, I did so not by omission, but rather, because I did not find the testimony relevant and/or I did not credit that portion of his/her testimony.

First, the evidence does not show that the investigation into Lt. Lewandowski was a pretext to bring about his termination. The investigation began based on a legitimate inquiry that arose when Chief Maxfield, as he was preparing to submit his first budget proposal as Police Chief, became aware that Lt. Lewandowski had received a longevity payment of \$200 in July 2017. This piqued Chief Maxfield's interest for two reasons. First, Chief Maxfield was not aware that, even prior to the Town Meeting vote in October 2017, the Police Chief and Lieutenant (non-CBA employees) were receiving longevity payments. Second, even if there was such a past practice, Chief Maxfield didn't understand why Lt. Lewandowski would have received a second \$200 payment in November 2017. Thus, he took the reasonable step of asking Lt. Lewandowski to provide an explanation. When Lt. Lewandowski replied with a partially non-responsive

reference to anniversary dates, Chief Maxfield asked him to put his reply in writing. Rather than providing clarity, the written response by Lt. Lewandowski raised even further questions which justified, if not compelled, the Chief's decision to inquire further, and, ultimately, conduct a full investigation regarding all issues related to longevity payments, sick time accrual and usage of vacation time.

I did consider Lt. Lewandowski's testimony that Chief Maxfield may have had a personal animus against him based on an incident over a decade ago when Chief Maxfield, then a police sergeant, was apparently encouraging auxiliary police officers not to work paid details in a show of solidarity with the police union. Apparently, Lt. Lewandowski may have provided information to the Police Chief at the time regarding Maxfield's actions. Even if true, I don't believe that this incident, which occurred over a decade ago, was a factor in Chief Maxfield's decision to conduct an investigation regarding the matters related to the instant appeal. Rather, based on the testimony of both Lt. Lewandowski and Maxfield, the two men appeared to have at least a cordial, working relationship when Maxfield was first promoted to Police Chief.

I also considered Lt. Lewandowski's argument that Ms. Craver targeted him for termination. As discussed in more detail below, there are indeed multiple examples of how, in regard to some of the individual charges (i.e. – the longevity payment), Ms. Craver seemed to inexplicably give certain other employees, including the Police Chief, the benefit of the doubt about their actions or inactions regarding similar circumstances, while simultaneously concluding that Lt. Lewandowski was acting in bad faith. Importantly, however, as laid out in the findings and discussed further below, there were multiple allegations against Lt. Lewandowski, most of which came about and/or were compounded by Lt. Lewandowski's then-ongoing statements and

actions. Ms. Craver would have been negligent in her duties if she did not authorize and/or encourage an investigation into the multi-faceted unfolding allegations.

Having determined that the investigation was not a pretext to terminate Lt. Lewandowski, I turn to the issue of whether the Town has proven, by a preponderance of the evidence, that Lt. Lewandowski engaged in misconduct which warrants discipline. I address the charges in the same order in which they are referenced in the findings.

Longevity payment

Multiple Town employees received erroneous longevity payments including, but not limited to, Chief Maxfield when he was serving as a sergeant. On July 1, 2017, then-Sergeant Maxfield erroneously received a \$1,000 longevity payment when he was only due \$400. Based on his own testimony, he questioned, at the time, whether the payment was made in error. Yet, he failed to inform the Police Chief at the time, the Town Administrator, or any other Town official about this overpayment or, at a minimum, his question regarding whether the payment was made in error.

The issue of erroneous payments continued when Town Meeting, in October 2017, voted to provide longevity payments to non-CBA personnel. To implement this new benefit, the Town Administrator delegated the task to the HR Director. The HR Director then delegated the task to the Assistant Human Resources Director, providing no guidance or oversight. The resulting errors were inevitable. One of those errors involved Lt. Lewandowski who received a second longevity payment of \$200 in October 2017. Even if the 7/15/02 auxiliary start date applied and even if the time worked in Milbury was counted; and even if the employment did not need to be continuous, Lt. Lewandowski would still have only been eligible for a total payment of \$200. The payment of an additional \$200, for a total of \$400, was an error. Like Chief Maxfield,

however, when he was a sergeant, Lt. Lewandowski took no action to correct this error when it appeared in his pay invoice. The Town went to painstaking efforts, both during the hearing and in its post-hearing brief to distinguish the two circumstances up to that point. In short, the Town argues that Chief Maxfield did not know that the \$1,000 payment he received in July 2017 was an overpayment of \$600, while Lt. Lewandowski did know that the payment he received in October 2017 was an overpayment of \$200. This argument is not supported by the record. As referenced above, Chief Maxfield knew that he had received an overpayment of \$600, or, at a minimum, questioned whether it was an error, but did not alert Town officials.

What occurred next, however, did distinguish what occurred with Chief Maxfield from Lt. Lewandowski. Chief Maxfield, at the time he received the overpayment, was not asked for an explanation regarding the overpayment he received. In short, the error went unnoticed by Town officials at the time. The erroneous payment made to Lt. Lewandowski, however, was noticed when the Chief's new administrative assistant was reviewing accounts in preparation for the following year's budget submission. Ironically, it was Chief Maxfield who asked Lt. Lewandowski to explain why he (Lt. Lewandowski) had received his overpayment. I listened carefully to Lt. Lewandowski's testimony and reviewed his written responses to determine if he could offer a credible explanation as to why the second \$200 payment was not an error and, if not, why he didn't notify Town officials of the error. He could not. If Lt. Lewandowski had simply acknowledged, at the time, that he, like others, had failed to notify Town officials of the overpayment, the matter likely would have been closed. Instead, he offered non-responsive and vague answers that appeared designed to obfuscate and confuse those individuals, including the Police Chief, who were looking for a valid explanation.

The Town's termination letter to Lt. Lewandowski, referring to the longevity payment, states in part: "While you only pocketed \$200, that alone would justify your dismissal." Given the glaring disparity regarding how the Town handled the overpayment received by Lt. Lewandowski as opposed to others, including Chief Maxfield, this would not, standing alone, justify Lt. Lewandowski's termination, even when taking into account his non-responsive and vague answers.

Unfortunately for Lt. Lewandowski, however, he (Lt. Lewandowski) subsequently took further actions which called into question his honesty, as discussed below.

Additional Week of Vacation

As referenced above, the Assistant HR Director, when calculating the longevity payment, listed 7/15/02 as Lt. Lewandowski's date of hire with the Town, as opposed to 9/27/05, when he was appointed as a full-time police officer. Lt. Lewandowski knew the difference between the two dates and he knew that his employment as an auxiliary police officer with the Town ended on December 11, 2003. Knowing that he only had twelve years of continuous service toward vacation credit, he asked the Assistant HR Director to credit him with an additional week of vacation time. Even if I were to accept Lt. Lewandowski's argument, which I don't, that he thought he did qualify for the additional vacation credit, he still made an untruthful statement to the Police Chief. When Chief Maxfield, prior to signing off on the additional week of vacation, expressly asked him whether he had been with the CPD for fifteen (15) years, Lt. Lewandowski answered "Yes" when he knew the answer was "No."

Sick Leave Audit

The most troubling actions and statements by Lt. Lewandowski related to the sick leave audit. The sequence of events is laid out in the findings. Similar to how the new personnel bylaw

regarding longevity payment was implemented, much of the heavy lifting regarding sick time audits was relegated to administrative staff. In this case, MP, the former administrative assistant in the Police Department, appeared to conduct a fairly comprehensive sick time audit, in which she examined all time accrued and all time used, including sick time usage that was only recorded manually in a book, prior to the Town's moving to computerized tracking in 2008.

Using those audit figures as a starting point, the new administrative assistant, under the new Police Chief, provided all police department employees with an updated sick time balance and asked each employee to verify its accuracy. Remarkably, Lt. Lewandowski, who had never questioned the conclusions of the prior audit, went back and conducted an audit of his own time from his date of hire, *failing to deduct any sick time usage between 2005 and 2008 that was entered manually* prior to the process being computerized. Whether this falsely inflated his sick time by 160 or 274 hours is irrelevant. Lt. Lewandowski knew the inflated number could not be correct as it did not account for any of his sick time usage between the relevant time periods between 2005 and 2008. The upward adjustment to his sick time balance by the Town was based solely on Lt. Lewandowski's misrepresentation.

As this appeal can be decided based on the above, I need not address whether Lt. Lewandowski misrepresented what former Chief Pervier explicitly told him about his benefits as opposed to what Lt. Lewandowski inferred from that discussion. Nor do I need to address whether Lt. Lewandowski should have noticed that six vacation days he took over six different weeks were not deducted from his accrued time.

There is a disconnect between the person who appeared before me throughout the three days of hearing and the proven charges of untruthfulness here. The Appellant is someone who has worked hard his entire life, including obtaining two masters' degrees. He has dedicated himself

to public service in his community; is proud of his family; and clearly enjoyed his job as second-in-command of the Town's Police Department. In that context, what happened here is tragic.

Rather than acknowledging that he received a second \$200 longevity payment in error, Lt. Lewandowski inexplicably opted for obfuscation over candor. He then made matters (much) worse for himself by knowingly using the same erroneous information that partly caused the overpayment to increase his vacation accrual from four to five weeks before such credit was due to him. When expressly asked by the Town's Police Chief if he had been with the Charlton Police Department for fifteen years, he said "yes". The truthful answer was "no". Then, he did an audit of his own sick time and knowingly inflated his sick time balance by failing to deduct sick time usage that was recorded manually between 2005 and 2008.

The Appellant couldn't offer a credible explanation for his actions. Perhaps the Appellant was trying to bolster his vacation and sick time balances because he was no longer eligible for a series of administrative days granted to him by the former Chief. Perhaps his actions were simply a brief error in judgment for a person whose personal and professional life appears to have been conducted in an otherwise exemplary manner. Had that error in judgment been limited to one instance, such as the \$200 longevity payment, my conclusion would have been far different here. However, as referenced above, the Appellant was untruthful regarding multiple matters, including the above-referenced effort to increase his accrued vacation time and the erroneous inflation of his sick time balances. Taken together, those multiple instances of proven untruthfulness constitute substantial misconduct adverse to the public interest that provide just cause for the Town's decision to discipline him.

Having determined that Lt. Lewandowski did engage in the alleged misconduct, I must

determine whether the level of discipline (termination) was warranted.

As stated by the SJC in Falmouth v. Civ. Serv. Comm'n, 447 Mass. 814, 823-825 (2006):

“After making its de novo findings of fact, the commission must pass judgment on the penalty imposed by the appointing authority, a role to which the statute speaks directly. G.L. c. [31], s. § 43 (‘The commission may also modify any penalty imposed by the appointing authority.’) Here the commission does not act without regard to the previous decision of the [appointing authority], but rather decides whether ‘there was reasonable justification for the action taken by the appointing authority in the circumstances found by the commission to have existed when the appointing authority made its decision.’” Id. citing Watertown v. Arria, 16 Mass.App.Ct. 331, 334 (1983).

“Such authority to review and amend the penalties of the many disparate appointing authorities subject to its jurisdiction inherently promotes the principle of uniformity and the ‘equitable treatment of similarly situated individuals.’” citing Police Comm’r of Boston v. Civ. Serv. Comm’n, 39 Mass.App.Ct. 594, 600 (1996). However, in promoting these principles, the commission cannot detach itself from the underlying purpose of the civil service system— ‘to guard against political considerations, favoritism and bias in governmental employment decisions.’” Id. (citations omitted).

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“Unless the commission’s findings of fact differ significantly from those reported by the town or interpret the relevant law in a substantially different way, the absence of political considerations, favoritism or bias would warrant essentially the same penalty. The commission is not free to modify the penalty imposed by the town on the basis of essentially similar fact finding without an adequate explanation.” Id. at 572. (citations omitted).

My findings do not differ significantly from the Town as I have found that the Appellant was untruthful on multiple occasions. As discussed above, I do not believe the investigation here was a pretext to bring about the Appellant’s termination. Further, I don’t believe the final decision to terminate the Appellant was based on any personal or political bias. Finally, although there is evidence that the Town treated other similarly situated individuals differently from the Appellant regarding receipt of the longevity payment, the record does not show that

those other employees engaged in multiple instances of untruthfulness, thus distinguishing them from the Appellant.

For all of the above reasons, the Appellant's appeal under Docket No. D1-18-196 is hereby ***denied*** and the Town's decision to terminate his employment is affirmed.

Civil Service Commission

/s/ Christopher Bowman
Christopher C. Bowman
Chairman

By vote of the Civil Service Commission (Bowman, Chairman; Camuso, Ittleman, Stein and Tivnan, Commissioners) on April 9, 2020.

Either party may file a motion for reconsideration within ten days of the receipt of this Commission order or decision. Under the pertinent provisions of the Code of Mass. Regulations, 801 CMR 1.01 (7) (1), the motion must identify a clerical or mechanical error in this order or decision or a significant factor the Agency or the Presiding Officer may have overlooked in deciding the case. A motion for reconsideration does not toll the statutorily prescribed thirty-day time limit for seeking judicial review of this Commission order or decision.

Under the provisions of G.L. c. 31, § 44, any party aggrieved by this Commission order or decision may initiate proceedings for judicial review under G.L. c. 30A, § 14 in the superior court within thirty (30) days after receipt of this order or decision. Commencement of such proceeding shall not, unless specifically ordered by the court, operate as a stay of this Commission order or decision. After initiating proceedings for judicial review in the Superior Court, the plaintiff, or his/her attorney, is required to serve a copy of the summons and complaint upon the Boston office of the Attorney General of the Commonwealth, with a copy to the Civil Service Commission, in the time and in the manner prescribed by Mass.R.Civ.P. 4 (d).

Notice to:
Dale R. Kiley, Esq. (for Appellant)
Leo J. Peloquin, Esq. (for Respondent)