Opinion

A public employer violates Section 10 (a) (1) of the Law if it engages in conduct that tends to restrain, coerce, or interfere with employees in the free exercise of their rights under Section 2 of the Law. *Quincy School Committee*, 27 MLC 83, 91 (2000). A finding of illegal motivation is not generally required in a Section 10 (a) (1) case. *Commonwealth of Massachusetts*, 26 MLC 218, 219 (2000). Rather, the focus of the Commission's inquiry is the effect of the employer's conduct on a reasonable employee. *City of Boston*, 26 MLC 80, 83 (2000).

Here, the Union alleges that Holmes attempted to threaten and intimidate Rafferty by commenting repeatedly about swimming with piranha. However, when Holmes's comment is considered in the context of the entire conversation, that comment is not chilling. The record reflects that Rafferty immediately put Holmes on the defensive by refusing to shake Holmes's extended hand at the beginning of their conversation on July 20, 1999 and telling Holmes that Rafferty was not a hypocrite because Rafferty did not consider Holmes to be his friend. Rafferty further provoked Holmes by stating that he had Holmes's timecards and was going to "take [Holmes] down." Taking these facts into consideration, Holmes's remark about swimming with piranhas was merely a response to Rafferty's goading. Moreover, Holmes's comment is not chilling because it does not threaten future discipline, *Compare*, *Commonwealth of Massachusetts*, 26 MLC at 219, or express anger, criticism, or ridicule directed at Rafferty's protected activity, *Compare*, *Quincy School Committee*, 27 MLC at 91-92. Therefore, the preponderance of the evidence demonstrates that the Commonwealth did not restrain, coerce, or interfere with employees in the free exercise of their rights under Section 2 of the Law.

Conclusion

Based on the record before us, we conclude that the Commonwealth did not violate Section 10 (a) (1) of the Law because Holmes's comment did not tend to chill reasonable employees from engaging in concerted, protected activity. Therefore, we dismiss the complaint of prohibited practice.

SO ORDERED.

* * * * * *

In the Matter of SUFFOLK COUNTY SHERIFF'S DEPARTMENT

and

SUFFOLK COUNTY JAIL EMPLOYEES, LOCAL 1134, a/w AFSCME, COUNCIL 93

Case No. MUP-2840

28.	*Relationship Between c. 150E and Other Statutes Not Enforced by Commission*
52.122	*grievance procedure*
52.64	*past practices*
54.53	*grievance administration*
54.8	*mandatory subjects*
62.6	*misconduct*
65.91	*request for representation at disciplinary interview*
67.61	*bargaining with individuals*
82.4	*bargaining orders*
91.1	*dismissal*

January 30, 2002
Helen A. Moreschi, Chairwoman
Mark A. Preble, Commissioner
Peter G. Torkildsen, Commissioner

Kathleen M. Cawley, Esq.	*Representing Suffolk County Sheriff's Department*
Gabriel O. Dumont, Esq.	*Representing Suffolk County Jail Employees, Local 1134, AFSCME, Council 93*

DECISION[1]

Statement of the Case

The Suffolk County Jail Employees, Local 1134, AFSCME, Council 93 (the Union) filed a charge of prohibited practice with the Labor Relations Commission (the Commission) on November 10, 2000, alleging that the Suffolk County Sheriff's Department (the Employer) had engaged in a prohibited practice within the meaning of Sections 10 (a)(5) and (1) of M.G.L. c. 150E (the Law). Following an investigation, the Commission issued a complaint of prohibited practice on July 5, 2001. The complaint alleged that the Employer had violated Section 10 (a)(5) and, derivatively, Section 10(a)(1) of the Law by bypassing the Union and negotiating directly with two bargaining unit members, and by failing to process grievances filed pursuant to the parties' collective bargaining agreement. The complaint additionally alleged that the Employer had violated Section 10(a)(1) of the Law by refusing to allow a Union representative to ask a question during an investigatory interview of a bargaining unit member. The Employer filed its answer on July 11, 2001.

1. Pursuant to 456 CMR 13.02(1), the Commission has designated this case as one in which the Commission shall issue a decision in the first instance.

On September 10, 2001, Dianne E. Rosemark, a duly-designated hearing officer of the Commission, conducted a hearing at which both parties had an opportunity to be heard, to examine witnesses, and to introduce evidence. The Union and the Employer filed post-hearing briefs on September 17, 2001 and October 10, 2001 respectively. The hearing officer issued Recommended Findings of Fact on November 15, 2001. Neither party challenged the Hearing Officer's Recommended Findings of Fact. Therefore, we adopt them in their entirety and summarize them below. See 456 CMR 13.15(5).

Findings of Fact

Stipulations[2]

1. The Commission has jurisdiction over this matter.

2. The bargaining unit represented by the Union is more appropriately described in Article I of Joint Exhibit 1 and Joint Exhibit 2.[3]

Overpayments to Employees

Maura McDonough (McDonough) was the Assistant Director of Personnel at the Employer's Nashua Street Jail (the Jail).[4] McDonough's duties and responsibilities included managing payroll and recording time and attendance for all employees of the Jail, including bargaining unit members represented by the Union.

Shift commanders or division managers track time and attendance for Jail employees on a daily roster and forward the roster to the Employer's personnel division. The personnel division inputs employees' time and attendance into the Employer's payroll system and then submits this information to the Treasury Employer of the City of Boston (the City). The City issues salary checks for the Jail's employees out of the Employer's payroll budget.

The Employer is self-insured through the City of Boston for workers' compensation benefits under M.G.L. c. 152 and inmate violence benefits as provided in Chapter 800 of the Acts of 1970 (inmate violence pay).[5] The City processes the Employer's workers' compensation benefits and inmate violence benefits from the Employer's budget.

Michael Burke (Burke) is a member of the bargaining unit represented by the Union. Burke was injured on duty in or about October of 1999 as a result of inmate violence. Employees who receive inmate violence pay are entitled to the difference between workers' compensation benefits and their weekly salary, to be compensated for 100% of their pay. He was entitled to receive 60% of his average weekly wage from worker's compensation and 40% of his average weekly wage from the Employer's payroll. However, due to a clerical error, Burke received 100% of his regular salary in addition to 60% inmate violence pay for approximately three months. The Employer overpaid Burke by approximately $2,000.00. The overpayments to Burke were not discovered until the Employer's personnel division learned that Burke was returning to duty. Overpayments of workers' compensation benefits may be recouped as provided by M.G.L. c. 152, § 11D.[6] However, the Employer did not seek to recoup overpayments to Burke under M.G.L. c. 152.

In September 2000, McDonough called Burke to her office to discuss how he would reimburse the Employer for the overpayments. McDonough was aware of the Union's representatives at the Jail but did not contact them when she met with Burke. When Burke arrived at her office, McDonough explained to Burke that the Employer had overpaid him. Because Burke was anticipating an education differential benefit from the Employer in the amount of approximately $2,000.00, McDonough suggested to Burke that he reimburse the Employer using the educational differential pay. Burke declined that option and instead offered to reimburse the Employer in the amount of $100.00 per week from his paycheck. Burke asked McDonough to write up the reimbursement agreement and stated that he would have a Union representative present with him when it was ready to be signed.[7] The conversation between McDonough and Burke lasted approximately ten to fifteen minutes. McDonough drafted a form entitled "Recoupment of Overpayment" authorizing $100.00 to be deducted from Burke's paycheck to reimburse the Department. The form was signed by McDonough's supervisor, Chief Financial Officer Tom Yotts, and was forwarded to Boston City Hall for processing. McDonough and Burke did not meet again.

On September 28, 2000, Union steward Anthony Nuzzo (Nuzzo) wrote to personnel division Director Michael Cawley (Cawley). In pertinent part, the letter stated:

> The Commission has held that involuntary deductions from an employee's paycheck are mandatory subjects of bargaining. Officer Burke has not conferred his written authorization for the Department's planned deductions, nor has the local assented to the

---

2. These stipulations modify paragraph 3 of the Commission's complaint.

3. Joint Exhibit 1 is the parties' collective bargaining agreement effective July 1, 1998 through June 30, 2000. Joint Exhibit 2 is the parties' successor agreement in effect from July 1, 2000 through June 30, 2003. Article I, entitled "Employees Covered by This Agreement" is identical in both agreements. Article I provides, "[t]he Municipal Employer recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all current employees in the service of the Suffolk County Jail in compensation grades JO-1, JO-2, JO-3, and RN-8."

4. McDonough currently works as the Director of the personnel division at the Jail and oversees a staff of 13 employees. McDonough has held this position for eight months.

5. Chapter 800 of the Acts of 1970 provides that "any employee of the City of Boston or the county of Suffolk, who, while in the performance of duty, receives bodily injury resulting from any act of violence of any patient or prisoner and who as a result of such injury is entitled to benefits under (M.G.L. c. 152), shall be paid the difference between the weekly cash benefits to which he is entitled under (M.G.L. c. 152) and his regular salary . . . ."

6. M.G.L. c. 152 § 11D, paragraph 2 provides that, "[a]n insurer in receipt of an earnings report indicating that overpayments have been made shall be entitled to recover such overpayments by unilateral reduction of weekly benefits, by no more than thirty percent per week, of any remaining compensation owed the employee; provided, however, that the reported earnings are of a kind that could have been considered in the computation of the employee's compensation rate. Where overpayments have been made that cannot be recovered in this manner, recoupment may be ordered pursuant to the filing of a complaint under section 10 or by bringing an action against the employee in superior court."

7. McDonough did not object to Burke's suggestion that a Union representative be present when he signed the agreement.

> Department's planned amount of one hundred dollars weekly. In fact, McDonough attempted to directly bargain with the employee regarding the aforementioned mandatory subject. . . . Essentially, an employer who bypasses a Union to deal directly with an individual employee violates the duty to bargain in good faith. . . .
>
> The Department has refused to bargain with respect to this mandatory subject of an employee's wages. In doing so it has committed a prohibited practice. It is my sincere hope that the information contained within this letter clarifies the Department's legal obligation to bargain, also in light of the fact that the overpayments were an error on the part of the Department. Please contact President Terry Zaferakis to schedule a negotiation session.

Cawley showed Nuzzo's September 28, 2000 letter to McDonough. McDonough was aware that the Union wanted to be involved in negotiations over the recoupment of Burke's overpayments. However, McDonough understood that the Department's position was that it was required to negotiate with the Union over increases in salary in the collective bargaining agreement, but not overpayments to employees.

Carmencita Ortiz (Ortiz) was a Jail Officer and a member of the bargaining unit represented by the Union. Ortiz sustained an injury on duty on or about July 24, 2000. Ortiz applied for workers' compensation benefits. Ortiz began to receive workers' compensation benefits in approximately August 2000. These benefits were retroactive to the date of her injury. In the meantime, Ortiz used sick time to cover the days that she was out of work. The Employer paid Ortiz for the days she was out sick, however, it discovered that Ortiz did not have sufficient sick time accrued to cover all of her sick days. The delay in discovering that Ortiz did not have adequate sick time was due to a three-day delay by the Employer's personnel division in entering time and attendance.[8]

Ortiz returned to work on or about September 28, 2000. On October 6, 2000, McDonough left a memorandum for Ortiz at the Jail entitled "Payroll Data" and attached to the memorandum a three-page report of Ortiz's attendance. The October 6th memorandum stated:

> Please review the attached attendance report for the period of July 1, 2000 to September 22, 2000. My records show that due to a delay in data entry resulting (sic) in an overpayment of five days. Period end date July 28, 2000 you received $789.42 (40 hours) yet only worked for two days. In addition, on period end date August 3, 2000, you received a check for $301.46 (16 hours) yet did not work.
>
> My records reflect that you returned to work on September 28, 2000. You will not be paid for 9/28, 9/29, 09/30, 10/01, 10/02. For period end date October 6, 2000, you will be paid for two days.
>
> If you have any questions, I will be in on Monday, October 9, 2000 and available at extension 6654.

Upon receiving the October 6th memorandum, Ortiz spoke to McDonough and indicated that she had worked some of the days that the Employer claimed that she had been out of work. After verifying that Ortiz had worked some of the days that she was marked absent, McDonough determined that Ortiz had only been overpaid 26 hours (3 days and 2 hours), and not 40 hours (5 days) of sick pay. The week following Ortiz's return to work, the Employer docked 26 hours of pay from Ortiz's paycheck.

On October 7, 2000, Nuzzo wrote a letter to McDonough entitled "Cease and Desist." The letter stated in relevant part:

> I am writing in regards to your letter addressed to Ortiz, where you indicated that she would not be paid for 09/28, 09/29, 09/30, 10/01, 10/02. (M.G.L. c.) 150E § 6 requires that employers and the exclusive representative shall meet at reasonable times and negotiate in good faith with respect to wages, hours, standards of productivity, and other conditions of employment. The Commission has held that involuntary deductions from employees' paychecks are a mandatory subject of bargaining. Accordingly, your attempt to bypass the Union and bargain with an employee concerning said mandatory subject, as evidenced by your letter of October 6, 2000 constitutes direct dealing, and has been held by the Commission to violate the duty to bargain in good faith.
>
> With respect to your non-payment of said employee, you are hereby ordered to cease and desist from deducting any monies until such time as the Union has had the opportunity to bargain over the issue in question. Please contact President Terry Zaferakis to schedule a bargaining session.

On November 1, 2000, Nuzzo sent a letter to Attorney Charles Abate (Abate) of the Employer's Office of Employee Relations entitled "Demand for Collective Bargaining." The letter stated in pertinent part:

> I am writing in reference to our previous demands to bargain with respect to the involuntary payroll deductions affecting the wages of Officers Burke and Ortiz. Upon determining that the Department was planning to deduct monies from the aforementioned officers' paychecks, President Terry Zaferakis forwarded a letter addressed to Cawley, declaring the local's intention to enter into collective bargaining regarding the method of re-payment. The Department responded by refusing to acknowledge its statutory obligation to bargain pursuant to (M.G.L. c.) 150E § 6, and unilaterally deducted the money. In the case of Officer Burke the Department is continuously deducting the money on a weekly basis.
>
> The (Commission) has held that involuntary deduction from an employee paycheck is a mandatory subject of bargaining . . . . The Department also, in the case of both Officers Burke and Ortiz, dealt directly with said individuals. . . .
>
> The Department, through its representatives in the Personnel Division, more specifically McDonough, attempted to negotiate an agreement with Officer Burke regarding the re-payment of the monies in question. In the matter of Officer Ortiz, again McDonough forwarded a letter to said officer informing her of the involuntary deductions in question. The exertions of the Personnel Division constitute direct dealing in an effort to bypass the exclusive bargaining representative, which was held to be a prohibited practice pursuant to § 10(a)(5) of the Law....
>
> The local is demanding that the Department enter into collective bargaining concerning the unilateral deductions from Officer Burke's paycheck, and until such time, refrain from deducting any

8. The payroll system is three days behind as a matter of course because of the time required for the Employer's payroll staff to enter employees' time and attendance into the payroll system. As a result of the delay, the Employer is behind in docking and crediting employees with appropriate time, such as suspensions, sick leave, leaves of absence and overtime. Due to the delay in processing the payroll, it is standard practice for the personnel division to dock or credit employees' time from the week before.

> money. The local is also demanding that the Department so notify the same and afford it the opportunity to bargain with respect to any future unilateral deductions. Please notify President Zaferakis to schedule a negotiation session.

Abate responded to Nuzzo's letter by a memorandum dated November 13, 2000 entitled "Recoupment of mistaken payments." In pertinent part, the memorandum stated:

> The recoupment of a payment mistakenly made to an employee is not a mandatory subject of bargaining necessitating the involvement of the Union in negotiating its return. The cases you cited deal with an employer's unilateral action affecting all employees over a subject that was specifically bargained with the Union (i.e. percentage of insurance premiums paid by the employer); that is a far different issue than the recoupment of a mistaken overpayment from a single individual.
>
> It was and still remains perfectly appropriate to discuss such a recoupment with the employee directly; the fact that the Department is willing to spread the recoupment over time rather than demanding immediate repayment, as is its right, should elicit praise rather than scorn from the Union leadership. In fact, the Union should be more concerned about its members subjecting themselves to civil, and potentially criminal, liability for accepting workers' compensation benefits to which they were not entitled.
>
> In any event, if the employee requests the Union to discuss a repayment plan for him or her, the Department would not object, so long as it is clearly understood that the Department has the right to immediate recoupment of the entire balance due, that its consent to a repayment plan is totally discretionary, that the amount of the repayment installment must be sufficient to ensure a prompt return of the overpayment, and that waiver of any potential claim for interest charges is contingent on the employee making the payments as scheduled.

The Employer did not give the Union prior notice and an opportunity to bargain to resolution or impasse over the Department's recoupment of payments from Ortiz and Burke.

Interview of Sergeant Robert Amatucci

The Sheriff's Investigation Division (the SID) conducts interviews of employees involved in incidents of alleged misconduct, including Weingarten[9] interviews. The SID is also responsible for apprehensions, background checks, and investigating other incidents at the Jail, like inmate suicides and violence among inmates. The SID may interview employees on matters that do not involve discipline.

On or about September 8, 2000, Nuzzo received a telephone call from bargaining unit member Sergeant Robert Amatucci (Amatucci). Amatucci informed Nuzzo that SID Investigator Mark Kulik (Kulik) wanted to interview Amatucci about an incident at the Jail.[10] Nuzzo approached Kulik and asked him about the nature of the interview with Amatucci, and if any discipline or adverse consequences could result from the interview. Kulik replied that Amatucci had reported that an inmate had assaulted him on duty on or about August 27, 2000 and that the Department was charging the inmate with assault and battery as a result of the incident. Kulik also informed Nuzzo that the inmate had alleged that Amatucci used racial epithets and excessive force during the altercation.[11]

Based on his conversation with Kulik concerning the nature of the interview, Nuzzo informed Amatucci that the interview was investigatory and that discipline could result from the interview. Nuzzo attended the interview with Amatucci and Kulik and took notes of the interview. In the interview, Kulik informed Amatucci that the Employer was going to file criminal charges against the inmate that had allegedly assaulted him, and that the inmate had alleged that Amatucci had used racially motivated words and excessive force. The first part of the interview concerned the inmate's allegations against Amatucci. According to Nuzzo's notes of the interview, Kulik asked Amatucci if he spit on the inmate or knocked over his soup, to which Amatucci replied "no." Nuzzo's notes of the interview reflect that Kulik asked Amatucci if he called the inmate a "n——r." Amatucci replied, "never." Amatucci stated that he went to close the door of the cell when the inmate said to Amatucci, "bring it on cracker," at which point the inmate struck Amatucci underneath his left eye.

In the interview, Kulik asked Amatucci a question concerning the number of inmates at the Jail at the time of the incident. Amatucci responded by shrugging his shoulders. Nuzzo asked Kulik to clarify whether he was asking Amatucci the number of inmates in the unit at the time or the number of inmates on the second tier.[12] Kulik raised his hand and said to Nuzzo, "I have to tell you you're not allowed to speak during the interview." Nuzzo asked Kulik what legal basis he had to inform him that he could not ask to clarify a question on behalf of an interviewee. Kulik indicated to Nuzzo that he should "wait a minute," and left the interview. Kulik went to the office of Gregory Haugh (Haugh), Deputy Superintendent of the SID,[13] and informed him that he was having a difficult time interviewing Amatucci due to Nuzzo's interruptions and questions.

Kulik returned to the interview with Haugh. Haugh informed Nuzzo and Amatucci that the Department was attempting to charge the inmate that had assaulted Amatucci with criminal charges, and was not looking to discipline anyone.[14] Haugh informed Nuzzo that he was only present as a witness and could not request clarification of the questions. The interview continued, and Kulik attempted to ask Amatucci the same question about the number of inmates at the Jail. Nuzzo again objected to the question. Kulik indicated that he would "strike the question." Haugh then left the interview. Amatucci was not disciplined as a result of the interview. The Department filed criminal charges against the inmate.

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9. A Weingarten interview is an investigatory meeting between an employer and an employee where the employee has a reasonable belief that discipline may result from the meeting. See *Commonwealth of Massachusetts*, 26 MLC 139 (2000).

10. Neither Kulik nor Amatucci testified at the hearing.

11. A jail officer is subject to discipline, up to and including discharge, for using excessive force or racial epithets when dealing with inmates.

12. The record does not establish at what point in the interview Nuzzo asked Kulik to clarify the question.

13. At the hearing, Haugh was Assistant Superintendent for the Employer's Boston Re-Entry Initiative.

14. Although Nuzzo testified to the contrary, the hearing officer credited Haugh's testimony on this point.

Grievance Processing

The Union and the Employer were parties to a collective bargaining agreement effective July 1, 1998 through June 30, 2000 (prior agreement) and are currently parties to a collective bargaining agreement effective July 1, 2000 through June 30, 2003 (successor agreement). Article VII of both collective bargaining agreements addresses the parties' grievance procedure. Sections 1 and 2 of Article VII are identical in both collective bargaining agreements. In relevant part, Article VII provides:

> Section 1. Only matters involving the question whether the Municipal Employer is complying with the written provision of this Agreement shall constitute grievances under this Article.
>
> Section 2. Grievances shall be processed as follows:
>
> A. STEP #1
>
> 1) The Union representative, with or without the aggrieved employee, shall present the grievance orally to the Superintendent, or his designee, who shall attempt to adjust the grievance informally.
>
> 2) If they are unable to do so, the Union shall reduce the grievance to writing, within ten (10) working days after the employee or Union had knowledge of (sic) should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived.
>
> 3) The Superintendent/designee shall respond to the grievance in writing within five (5) days of the Union's written submission of the grievance to him.
>
> B. STEP #2
>
> 1) If the grievance is not settled at Step #1, it shall be presented in writing to the Office of Employee Relations & Development within ten (10) days of the written submission of the grievance to the Superintendent or within five (5) days of the Union's receipt of the Step #1 response, or it shall be waived.
>
> 2) A Step #2 hearing shall be held within thirty (30) days of receipt of the Union's submission to Step #2. The hearing shall be conducted by a hearing officer or committee designated by the Sheriff.
>
> 3) The Sheriff or his designee shall issue an answer to the grievance within ten (10) working days of holding a Step #2 hearing.

Article VII of both collective bargaining agreements does not contain any language concerning class action grievances.

Article XVII of the parties' prior agreement is entitled "Health and Safety." That Article states:

> Section 1. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.
>
> Section 2. The Sheriff and the Union shall establish a joint safety committee consisting of two representatives of each party for the purpose of promoting sound safety practices and rules.

In the parties' successor agreement, Article XVII contains the identical provision under Section 1 but does not contain Section 2.

Article XVIII, Section 7 of the parties' successor agreement entitled "Miscellaneous" contains a provision that addresses a "Labor-Management Committee" and a "Health and Safety Committee:"

> A. A Labor-Management Committee shall be established consisting of three (3) representatives of the Union and representatives of the Department. Department representatives will have authority to resolve matters, subject to approval by the Sheriff. The committee shall meet at least once a month to discuss matters of mutual concern. The Union shall provide the Department with the names of its three representatives (each of whom shall attend all meetings to the extent possible) on this committee, in writing, at least two weeks prior to the first meeting.
>
> B. The Union agrees that it will delay filing any charge of prohibited practice with the Commission until the issue has been raised and discussed with the Labor-Management Committee. In turn, the Department agrees not to implement any new or revised policy that affects the working conditions of bargaining unit members without first discussing the matter in committee. The parties shall agree on an agenda at least one week in advance of the next scheduled meeting, and all requests for release time shall be presented to the Sheriff's Office of Employee Relations & Development at least three (3) business days prior to such meeting.
>
> C. The parties agree that the Health & Safety Committee is hereby abolished, and issues currently raised will henceforth be discussed at the Labor-Management Committee, and that the current practice of discussing health and safety issues in committee prior to filing a grievance on same will continue.

The parties' successor collective bargaining agreement was signed May 3, 2001. Article XVIII of the parties' prior agreement does not contain the above-cited language.

On or about September 25, 2000, the Union filed thirty-five individual grievances alleging that the Employer had violated Section 1 of Article XVII, "Health and Safety," when it shut off the power at the Jail on Friday, September 22, 2000.[15] On or about September 27, 2000, the Union filed approximately 150 individual grievances alleging that the Employer had violated Section 1 of Article XVII, "Health and Safety," over noise levels at the Jail.[16] The practice of the parties was to discuss health and safety issues before submitting a grievance on the subject of health and safety. However, at the time the grievances arose in September 2000, the Labor-Management Committee had not been established. In addition, the parties did not discuss the subjects of the grievances at any Health and Safety Committee meetings because the parties were unable to have any meetings.

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15. The Union filed a grievance for each member of Local 1134 who was on duty at the time of the power outage.

16. The Union filed a grievance for each member of Local 1134 allegedly affected by the noise levels. Noise levels at the Jail were the subject of tests conducted by the Commonwealth's Division of Occupational Safety, Occupational Hygiene/Indoor Air Quality Program on or about June 27, 2000 and September 12, 2000.

The Union had filed class action grievances in the past over various topics. On September 28, 2000, the Union filed a class action grievance alleging a violation of Article 17, "Health and Safety," over the issue of air quality. Between September 2000 and November 2000, the Union filed 13 class action grievances on a variety of topics, including health and safety issues.

After the Union filed the approximately 185 individual grievances regarding terminating the electric supply, and noise levels at the Jail, Deputy Superintendent Thomas Connolly (Connolly) sent a memorandum dated September 28, 2000 entitled "Grievances" to the Union's Chief Steward, Angelo Rossi, (Rossi) that stated:

> I returned the 35 grievances filed on behalf of the 11-7 shift for the power outage that occurred on Friday, September 22, 2000, and the two hundred plus (200+)[17] grievances filed on behalf of the members of Local 1134 regarding noise levels, to Frank Kanarkiewicz.
>
> It is the opinion of the Department that a class action grievance should be filed on these issues.

Nuzzo responded to Connolly by letter dated September 28, 2000, entitled "Grievance Filings," that stated:

> I am writing in reference to your letter of September 28, 2000, and your refusal to process grievances presented to you from Local 1134. Within the context of the same you indicate that, "it is the opinion of the Department that a class action grievance should be filed on these issues."
>
> The grievances in question were filed pursuant to Article VII Grievance Procedure of the current collective bargaining agreement. . . .
>
> Yet the Department's acceptance, by virtue of your letter, of the grievances in question is contingent upon the local filing with the designation class action only. Interestingly enough, the collective bargaining agreement does not afford the Department any authority to place additional conditions upon the filing of grievances thereof.
>
> By refusing to accept the grievances and/or placing conditions upon the filing of grievances which do not exist within the collective bargaining agreement, the Department is engaging in a prohibited practice in accordance with § 10(a)(1) and (2) of (Chapter 150E). An employer violates § 10(a)(1) if it engages in conduct, which is said to interfere with employees in the free exercise of their rights in accordance with the Law. . . .
>
> In light of the information contained herein, I shall attempt to re-file the grievances you have rejected. I hope this letter clarifies the Department's obligation pursuant to established labor law.

Abate responded to Nuzzo by letter dated October 10, 2000. Abate's letter stated that:

> Your September 28, 2000 letter to Connolly has been referred to my office for a response. I am surprised by the Union's sudden objection to class action grievances; of the last 92 grievances filed at Step 2, 44 were filed with "class action" or "Local 1134" as the grievant. This number represents almost 50% of the grievances filed since March 1997, grievances which the Department has graciously agreed to process despite the lack of any contractual language permitting the Union such an option. Acceptance and processing of "class action" grievances is, and always has been, a management prerogative.
>
> The Department's discretion in permitting the filing of a class action grievance has historically been exercised when the following conditions were met:
>
> 1) identical facts and circumstances;
>
> 2) identical type (if not degree) of harm;
>
> 3) identical Article and section of contract allegedly violated; and
>
> 4) when less than the entire local, all those affected by name.
>
> The 35 grievances the Union wished to file on behalf of the entire 11-7 shift on duty last September 22 during a power outage appear to meet all of these conditions.
>
> The Union's sudden refusal to follow a practice it itself has established over the last 3.5 years is perplexing, unless examined in context with its earlier statement that the Department's refusal to meet its demands at the collective bargaining table constituted grounds for "war" . . . . In examining the Union's recent actions in light of this language, the Department can only conclude that the Union is intentionally attempting to harass the Department by forcing it to process hundreds of grievances where a single one would suffice. If this is the case, the Department can only interpret this as a violation of Article VIII, and would thus be compelled to file charges of prohibited practice against the Union.
>
> Since I am confident that the Union clearly has no intention of misusing the grievance procedure to inconvenience or overload any office within the Department, I look forward to the Union's reconsideration of its position, and submission of a single grievance for each of the incidents cited.

In a letter dated November 10, 2000 Nuzzo responded to Abate. Nuzzo's letter provided:

> I am in receipt of your letter regarding the filing of grievances and the subsequent refusal on the part of the Department to accept the same. The local would be more than happy to discuss the matter of class action grievances during the collective bargaining negotiations. With respect to your statement concerning the your (sic) filing of a charge of prohibited practice, the local feels that the Department should pursue whatever course of action that it deems necessary.

OPINION

Overpayments to Employees

Section 6 of the Law imposes upon public employers the obligation to negotiate in good faith with the exclusive bargaining unit representatives of their employees concerning wages, hours, standards or productivity and performance, and any other terms and conditions of employment. The duty to bargain collectively with the employee's exclusive collective bargaining representative prohibits the employer from negotiating directly with employees in the bargaining unit on matters that are properly the subject of negotiations with the bargaining unit's exclusive representative. *Trustees*

17. Although the parties do not dispute the number of grievances filed by the Union, Nuzzo's testimony at the hearing established that the Union filed 150 grievances on September 27, 2000 over the issue of noise levels at the Jail.

of the University of Massachusetts Medical Center, 26 MLC 149, 160 (2000); *Millis School Committee*, 23 MLC 99, 100 (1996) citing *Blue Hills Regional School Committee*, 3 MLC 1613 (1977). Direct dealing is impermissible for at least two related reasons. First, direct dealing violates the union's statutory right to speak exclusively for the employees who have elected it to serve as their sole representative. *Service Employees International Union, AFL-CIO, Local 509* v. *Labor Relations Commission*, 431 Mass. 710, 715 (2000). Second, direct dealing undermines employees' belief that the union actually possesses the power of exclusive representation to which the statute entitles it. *Id.*

The Commission has previously held that involuntary deductions from the pay of employees is a mandatory subject of bargaining. *Millis School Committee*, 23 MLC 99, 100 (1996); *Town of North Attleborough*, 4 MLC 1053, 1057 (H.O. 1977) aff'd 4 MLC 1585 (1977). In *Millis School Committee*, the Commission determined that a payment plan developed by the Superintendent and an individual employee to repay his retirement plus a 10% stipend was a mandatory subject of bargaining and concluded that the School Committee violated the Law by bypassing the Union and negotiating directly with the employee on the method of repayment. *Id.* at 100. Further, in *Town of South Hadley*, 27 MLC 161, 163 (2001), the Commission found that a training cost assessment and the repayment of training costs was a term and condition of employment. The Town argued that a repayment schedule of a training fee for employees was authorized by statute that provided, "[u]pon completion of training, said training fee shall be deducted from the recruit's wages in eighteen monthly installments or as otherwise negotiated." The Commission rejected the Town's argument, holding that the statute identified only one possible method of recouping the training cost assessment, and that it did not restrict the Town's obligation to bargain with the Union. *Id.*

The Employer argues that it was not obligated to bargain with the Union over overpayments to Burke, because workers' compensation is a statutory benefit that is not subject to collective bargaining under the Law.[18] The amount of workers' compensation benefits is governed by G.L. Chapter 152. However, although Burke was paid workers' compensation benefits and inmate violence pay,[19] the record establishes that the benefit that the Employer actually overpaid was Burke's wages. Thus, by keeping Burke on the payroll, the Employer erroneously overpaid him his salary. It is axiomatic that Burke's salary constitutes wages under Section 6 of the Law. Accordingly, when the Employer bypassed the Union and dealt directly with Burke over the method of recouping excess wage payments, the Employer violated Sections 10(a)(5), and derivatively, 10(a)(1) of the Law.[20]

However, unlike the overpayments to Burke, we agree with the Employer that it was not required to bargain with the Union over the deductions from Ortiz's pay. Once the Employer discovered that it had overpaid Ortiz, it docked her pay the appropriate amount pursuant to its normal payroll practices. The record establishes that the payroll system is three days behind because of the time necessary to enter employees' time and attendance into the payroll system. As a result of this delay, it is standard practice for the Employer's personnel division to dock or credit sick leave, leaves of absence, suspensions and overtime from the week before. Thus, in Ortiz's case, the Employer merely made a correction to an erroneous overpayment of sick leave, a deduction that is routinely made in the normal course of the Employer's business. Unlike *Millis School Committee*, in which the employer engaged in negotiations over both the means and the amount of recouping an overpayment, the Employer did not engage in any similar negotiations with Ortiz over recouping her sick pay. Therefore, the Employer's docking of Ortiz's sick pay was not a unilateral change to a term or condition of employment that triggered an obligation to bargain with the Union.

Interview of Sergeant Robert Amatucci

The issue to be decided is whether Kulik and Haugh interfered with Amatucci's rights at an investigatory interview by informing Nuzzo that he could not speak or clarify a question on behalf of Amatucci. The Union argues that the role of a Union representative at an investigatory interview is more than an observer and that any efforts by the Employer to restrict that role is unlawful. The Employer maintains, however, that, because Haugh informed Amatucci that the Employer was not looking to discipline anyone, Amatucci had no reasonable belief that discipline would result and thus his right to have a Union representative present did not attach.

In determining whether an employer has unlawfully denied union representation to an employee during an investigatory interview, the Commission has been guided by the general principles enunciated in *NLRB* v. *Weingarten*, 420 U.S. 251 (1975); *Commonwealth of Massachusetts*, 4 MLC 1415, 1418 (1977); *Commonwealth of Massachusetts*, 22 MLC 1741, 1747 (1996). A public employer that denies an employee the right to union representation at an investigatory interview the employee reasonably believes will re-

18. The Employer additionally argues that G.L. Chapter 150E, Section 7(d) enumerates statutes that may be superceded by a collective bargaining agreement, and points out that Chapter 152 is not included. The Employer argues that statutes not specifically enumerated in Section 7(d) will prevail over contrary terms in collective bargaining agreements. However, because Chapter 152 does not mandate a particular method or procedure for recouping an overpayment of workers' compensation benefits, the Employer's argument is misplaced.

19. The Employer does not dispute that Burke was entitled to workers' compensation or inmate violence benefits as a result of his injury.

20. However, even assuming that the Employer had overpaid Burke workers' compensation benefits or inmate violence benefits, we do not agree with the Employer's argument that the method for recouping these benefits is not a mandatory subject of bargaining. There can be no argument that workers' compensation benefits and inmate violence benefits are paid to compensate an employee as the result of a job-related injury. See e.g., *Stephen T. Bradley's Case*, 46 Mass. App. Ct. 651, 653 (1999) (benefits are intended to compensate an employee for a loss of earning capacity caused by a work-related injury). Further, workers' compensation benefits are calculated based on an employee's average weekly wage. See G.L. c. 152 Sections 1, 34, 34A, and 35. The definition of average weekly wages in G.L. c. 152, Section 1 "has been construed to give reasonable scope to ascertainable 'earnings.'" *Carl Gunderson's Case*, 423 Mass. 642, 644 (1996) (citations omitted) (retroactive wage payment should be included in calculating appropriate payments of workers' compensation benefits). Thus, if an employer elects not to pursue the method for recouping overpayments of workers' compensation benefits as provided under G.L. Chapter 152 Section 11D, it must first bargain with the Union before attempting to recoup any overpayments from an employee.

sult in discipline interferes with the employee's Section 2 rights in violation of Section 10(a)(1) of the Law. *Commonwealth of Massachusetts*, 26 MLC 139, 141 (2000) citing *Commonwealth of Massachusetts*, 9 MLC 1567, 1569 (1983). The right to union representation arises when the employee reasonably believes that the investigation will result in discipline and the employee makes a valid request for union representation. *Commonwealth of Massachusetts*, 26 MLC at 141 citing *Commonwealth of Massachusetts*, 4 MLC 1415, 1418 (1977). A meeting is investigatory in nature if the employer's purpose is to investigate the conduct of an employee and the interview is convened to elicit information from the employee or to support a further decision to impose discipline. *Commonwealth of Massachusetts*, 26 MLC at 141, citing *Baton Rouge Water Works*, 103 LRRM 1056, 1058 (1979); *Commonwealth of Massachusetts*, 8 MLC 1287, 1289 (1981). An interview is investigatory if a reasonable person in the employee's situation would have believed that adverse action would follow. *Commonwealth of Massachusetts*, 8 MLC at 1289.

The Employer maintains that the meeting with Amatucci was not investigatory in nature. However, the fact that the Employer allowed Nuzzo to be present at the interview of Amatucci belies the Employer's claim that the meeting was not investigatory. Moreover, Amatucci did not testify at the hearing to indicate whether he actually believed that the meeting was investigatory or that discipline could result from the interview. However, applying the test of a reasonable person in Amatucci's position, he could have believed that adverse action would follow from the SSD interview with Kulik. Although Kulik informed him that the Department was conducting an investigation to initiate assault and battery changes against the inmate, Kulik also told Amatucci at the outset of the interview that the inmate had alleged that Amatucci had used racial epithets and excessive force during the incident, actions that could lead to serious discipline. Kulik proceeded to ask Amatucci whether he had used racial epithets and excessive force with the inmate. Thus, part of the interview was designed to investigate and elicit responses from Amatucci regarding his alleged actions, responses that could subject Amatucci to discipline. Lastly, Haugh's assurance that the Department was not looking to discipline anyone was not sufficient to dispel Amatucci's belief that discipline could result, given the nature of Kulik's questions.[21]

Having established that the interview with Kulik was investigatory, and that Amatucci was entitled to Weingarten's protections, we next turn to the issue of whether Kulik and Haugh interfered with Amatucci's rights to Union representation when they informed Nuzzo that he could not speak or ask for clarification of a question asked in the interview. The United States Supreme Court addressed the role of a union representative and outlined a union's purpose in a disciplinary interview in *NLRB* v. *Weingarten*, 420 U.S. 251 (1975). The Court determined that a union representative is present in an interview to assist the employee, and to attempt to clarify the facts or suggest other employees who may have knowledge of them. The Court reasoned that:

> [a] single employee confronted by an employer investigating whether certain conduct deserves discipline may be too fearful or inarticulate to relate accurately the incident being investigated, or too ignorant to raise extenuating factors. A knowledgeable union representative could assist the employer by eliciting favorable facts, and save the employer production time by getting to the bottom of the incident occasioning the interview. Certainly his presence need not transform the interview into an adversary contest.

Id. at 263. In a footnote, the Court, citing *Independent Lock Co.*, 30 Lab. Arb. 744, 746 (1958) additionally reasoned that,

> participation by the union representative might reasonably be designed to clarify the issues at this first stage of the existence of a question, to bring out the facts and the policies concerned at this stage, to give assistance to employees who may lack the ability to express themselves in their cases, and who, when their livelihood is at stake, might in fact need the more experienced kind of counsel which their union steward might represent.

Id. at 263, fn.7.

Similarly, in *Massachusetts Correction Officers Federated Union* v. *Labor Relations Commission*, 424 Mass. 191, 194 (1997) the Supreme Judicial Court observed that a union representative in an investigatory interview may not be "relegate[d] to the role of a passive observer," *NLRB* v. *Texaco, Inc.*, 659 F.2d 124, 126-127 (9th Cir. 1981),[22] nor may the representative be precluded from "assist[ing] the employee [or] clarify[ing] the facts." See *Southwestern Bell Tel. Co.* v. *NLRB*, 667 F.2d 470, 473 (5th Cir. 1982). In *Southwestern Bell*, the court held that the employer did not violate an employee's right to union representation at an investigatory interview where the employer requested that the representative not interfere with questioning, where the representative was present in the interview, was allowed time to consult with the employee prior to the interview, and was free to make any additions, suggestions, or clarifications after the interview. Here, Nuzzo requested that Kulik clarify a question posed to Amatucci. In response, Kulik's instruction to Nuzzo that he "was not allowed to speak during the interview" and Haugh's reiteration that Nuzzo was "only present as a witness and could not request clarification of the questions" indeed relegated Nuzzo to the role of a passive observer without an opportunity to speak.[23] Therefore, by denying Nuzzo

21. Further, the record establishes that the first part of the interview concerned the inmate's allegations against Amatucci, and that Haugh arrived in the interview after Kulik's questions on this point had been asked. Cf. *Commonwealth of Massachusetts*, 22 MLC 1741, 1749 (1996) (because employer had made repeated assurances to an employee that discipline would not result from a prospective interview, these assurances were sufficient to dissipate any reasonable basis for the employee's belief to the contrary).

22. In *NLRB* v. *Texaco, Inc*., the employer informed a union steward attending an investigatory interview with an employee that he would not be permitted to say anything during the interview. *Id.* at 125. The court determined that the employer violated the employee's right to union representation, finding that *NLRB* v. *Weingarten* does not allow an employer to bar a union representative from any participation, and that a union representative "should be able to take an active role in assisting the employee to present the facts." *Id.*

23. Moreover, there was no testimony at the hearing that Nuzzo was informed that he would have an opportunity to clarify any questions at the end of the interview, as in *Southwestern Bell*.

to speak, the Employer interfered with Amatucci's right to Union representation in violation of Section 10(a)(1) of the Law.

Grievance Processing

Section 6 of the Law obligates parties to meet at reasonable times to negotiate terms and conditions of employment. The employer's statutory obligation to meet and bargain with the exclusive representative under Section 6 of the Law necessarily extends to resolution of disputes under the grievance machinery of the collective bargaining agreement. *Ayer School Committee*, 4 MLC 1478, 1483 (1977), citing *NLRB* v. *Sands Mfg. Co*., 306 U.S. 332, 342 (1939).

The Commission has held that an employer may violate Section 10(a)(5) of the Law by requiring employees to submit grievances serially on identical disputes where there is no question of the applicability of a prior arbitration award in the employees' favor and thereby frustrate the grievance-arbitration process. *City of Lynn*, 9 MLC 1049, 1051, 1053 (1982), citing *City of Boston*, 2 MLC 1331, 1334 (1976). Here, however, it is the Employer that is objecting to having to serially process numerous individual identical grievances, arguing that the Union's actions were an attempt to frustrate the parties' grievance process. The Employer further argues that the Union's filing of multiple grievances is contrary to the basic tenets of the parties' collective bargaining agreement, cooperation and efficiency. The Union argues that the Employer has no right to determine how grievances should be filed, and that neither the parties' prior nor successor collective bargaining agreements require that the Union file class action grievances.

We do not condone the Union's filing of multiple grievances for the same alleged contract violation where a class action grievance may suffice. However, notwithstanding the fact that the Union's manner of filing the grievances may have been frustrating and inexpedient, the Employer did not have the right under the Law to refuse to process the grievances and demand that the Union file a class action grievance instead. There is no language in the parties' collective bargaining agreement that requires grievances filed in the present case to be filed as class action grievances. Although class action grievances on health and safety issues had been filed in the past, there is no evidence to suggest that this was a consistent past practice by the Union. Further, a union's obligation to bargain in good faith under Section 10(b)(2) mirrors an employer's good faith bargaining obligation under Section 10(a)(5) of the Law. *Massachusetts State Lottery Commission*, 22 MLC 1519, 1522 (1996). Here, the Employer could have filed an appropriate charge challenging the Union's conduct.[24] However, if an employer elects not to file a charge of prohibited practice against the Union for what it perceives to be an attempt to frustrate the grievance-arbitration process, it is not justified in resorting to self-help by unilaterally and arbitrarily insisting that its own view is the correct one, thus bypassing its duty to negotiate with the Union. *Town of Framingham*, 19 MLC 1661, 1663 (H.O. 1993) aff'd 20 MLC 1563 (1994); *Town of Hudson*, 25 MLC 143, 147 (1999).

The Employer additionally argues that the Union did not follow the parties' contractual grievance procedure by first presenting the grievances orally to the Superintendent as required by Article VII, and by failing to follow the parties' practice of discussing concerns about health and safety prior to submitting a grievance. However, the record establishes that the Employer's response to the Union's filing of the grievances, as evidenced by Connolly's September 28, 2000 letter to Rossi, and by Abate's October 10, 2000 letter to Nuzzo, was a complaint about the sheer number of grievances filed, and not an objection that the Union failed to follow the parties' grievance procedure. Moreover, although the evidence demonstrated that the parties did discuss health and safety issues prior to submitting a grievance on the issue, the record demonstrates that the Labor-Management Committee established by the successor agreement had not yet been instituted, and that the parties' were not able to have any Health and Safety committee meetings as provided in the parties' prior agreement.[25]

CONCLUSION

Therefore, based upon the facts of the present case, we find that the Employer violated Section 10(a)(5) and derivatively, Section 10(a)(1) when it bypassed the Union and negotiated directly with Burke over recouping excess salary payments. We find, however, that the Employer did not violate Section 10(a)(5) and derivatively, Section 10(a)(1) by docking Ortiz when it overpaid her sick leave. We therefore dismiss that portion of the complaint. We additionally conclude that the Employer violated Section 10(a)(1) of the Law when it restricted a Union representative from asking a clarifying question during an investigatory interview of an employee. Finally, we find that the Employer failed to process grievances filed by the Union under the parties' collective bargaining agreement, in violation of Sections 10(a)(5) and derivatively, 10(a)(1) of the Law when it demanded that the Union file class action grievance.

ORDER

WHEREFORE, on the basis of the foregoing, it is hereby ordered that the Suffolk County Sheriff's Department shall:

1. Cease and desist from:

   a) Directly dealing or bargaining with an individual employee and bypassing the Suffolk County Jail Employees, Local 1134, a/w AFSCME, Council 93 (Local 1134) over recouping overpayments;

   b) Interfering with the right of an employee to have union representation at a meeting with the employer where an employee reasonably believes that the meeting could adversely affect his or her

24. In fact, the Employer was well aware of its right to file a charge of prohibited practice against the Union for alleged violations of the Union's duty to bargain in good faith, as indicated by Abate's October 10, 2000 letter, wherein he indicated that "the Department can only conclude that the Union is attempting to harass the Department by forcing it to process hundreds of grievances where a single one would suffice. If this is the case, the Department can only interpret this as a violation of Article VIII, and thus would be compelled to file charges of prohibited practice against the Union."

25. The record does not establish a reason why the parties were not able to have any Health and Safety Committee meetings.

employment status by preventing a union representative from asking a clarifying question.

c) Failing and refusing to process grievances filed by Local 1134 under the parties' grievance-arbitration procedure.

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

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

a) upon request by Local 1134, bargain to resolution or impasse over recouping overpayments to employees;

b) upon request by Local 1134, process grievances filed by Local 1134 pursuant to the parties' grievance-arbitration procedure;

c) post in conspicuous places where employees represented by Local 1134 usually congregate, or where notices are usually posted, and display for a period of thirty (30) days thereafter, signed copies of the attached Notice to Employees;

d) notify the Commission within ten (10) days of receipt of this decision and order of the steps taken to comply with this order.

SO ORDERED.

NOTICE TO EMPLOYEES

The Labor Relations Commission has issued a decision finding that the Suffolk County Sheriff's Department committed a prohibited practice in violation of Sections 10(a)(5) and (1) of the Massachusetts General Laws, Chapter 150E (Chapter 150E), the Public Employee Collective Bargaining Law, by failing to bargain in good faith with Suffolk County Jail Employees, Local 1134, a/w AFSCME, Council 93 (Local 1134) by bypassing Local 1134 and negotiating directly with an employee over recouping overpayments, by refusing to allow a union representative to ask a clarifying question during an investigatory interview of an employee, and by failing to process grievances pursuant to the parties' collective bargaining agreement. In compliance with the Labor Relations Commission's order,

WE WILL NOT fail or refuse to bargain in good faith with Local 1134 over recouping overpayments to employees.

WE WILL NOT prevent a union representative from asking a clarifying question at a meeting with the employer where an employee reasonably believes that the meeting could adversely affect his or her employment status.

WE WILL NOT fail and refuse to process grievances filed by Local 1134.

WE WILL NOT in any like or similar manner, interfere with, restrain, or coerce any employees in the exercise of their rights guaranteed under Massachusetts General Laws, Chapter 150E.

WE WILL upon request by Local 1134 bargain collectively in good faith to resolution or impasse prior to recouping overpayments to employees.

WE WILL upon request by Local 1134 process grievances filed by Local 1134 pursuant to the parties' grievance-arbitration procedure.

[signed]
For the Suffolk County Sheriff's Department

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This notice must remain posted for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Labor Relations Commission, 399 Washington St., 4th Floor, Boston, MA 02108-5213 (Telephone: (617) 727-3505).

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