In the Matter of COMMONWEALTH OF MASSACHUSETTS, COMMISSIONER OF ADMINISTRATION AND FINANCE

and

MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS

SUP-08-5447

54.6261	*use of vehicle*
67.8	*unilateral change by employer*
91.11	*statute of limitations*

December 27, 2012
Marjorie F. Wittner, Chair
Elizabeth Neumeier, Board Member
Harris Freeman, Board Member

Tsuyoshi Fukuda, Esq.	*Representing the Employer*
Michelle Gates, Esq.	*Representing the Union*

DECISION ON APPEAL OF HEARING OFFICER DECISION

Summary

This case concerns changes in procedures used by the Commonwealth of Massachusetts, Commissioner of Administration and Finance, Department of Public Safety (DPS or Employer) in its reassignment and use of state vehicles by certain building inspectors belonging to the Massachusetts Organization of State Engineers and Scientists (MOSES or Union) who were permitted to take the vehicles home and use them on a twenty-four-hour basis. On July 31, 2012 [39 MLC 14], a duly-designated Department of Labor Relations (DLR) Hearing Officer found that the Employer violated Section 10(a)(5) of the Law when, in July 2008, it failed to bargain in good faith by: (1) unilaterally changing the criteria for assigning and reassigning state-owned vehicles from mileage to geographical region; and (2) unilaterally implementing new procedures in a November 2007 DPS vehicle policy for: (i) the temporary reassignment of state-owned vehicles; (ii) the inspectors' use and care of state-owned vehicles; (iii) the inspectors' duties attached to the reassignment and temporary reassignment of the vehicles; (iv) the stated penalty for the inspectors' failure to adhere to the policy; and (v) the vehicle repair policy.' However, the Hearing Officer dismissed portions of Count I of the complaint as untimely, and dismissed portions of Counts I and II of the complaint on the grounds that the Union had failed to establish that the assignment of state-owned vehicles based on mileage criteria constituted an unlawful unilateral change in violation of Sections 10(a)(5) and, derivatively, Section 10(a)(1) of MGL c. 150E (the Law).[2] It is from this dismissal that the Union appeals.[3]

After reviewing the record and the parties' briefs, the Commonwealth Employment Relations Board (Board) affirms that portion of the Hearing Officer's decision finding that the Employer violated the Law by implementing a 2007 policy containing new criteria pertaining to vehicle assignment, but reverses her dismissal of the other portions of the complaint.

Findings of Fact

Neither party has specifically challenged any of the Hearing Officer's findings of fact. We therefore we adopt the findings set forth in the Hearing Officer's decision and limit review to her legal conclusions. 456 CMR 13.15 (5).

The Union represents employees in statewide bargaining unit 9, which includes district engineering inspectors and buildings inspectors employed by DPS. Beginning in 1995, the Commonwealth allocated approximately 20 vehicles for use by Engineering, Building and Elevator Inspectors employed in the DPS Inspection Division. Before 2003, these cars were offered and allocated based on "managerial discretion." Inspectors who rejected the offer could use private vehicles, carpools or public transportation to travel to and from their inspection sites. The Employer reimbursed inspectors for mileage accumulated on their private vehicles during business-related trips.

In 2003, the DPS hired Mark Mooney (Mooney) to serve as the Chief of Building Inspections. At that time, Mooney created a mileage chart that analyzed the average number of miles accumulated by DPS inspectors both in state and private cars between October and December 2003.[4] There is no evidence that the Union was made aware of this chart. In 2004, Mooney explained to Robert Anderson, who was then employed as the Acting Chief of Inspections Building, that the procedure for assigning state-owned vehicles to Inspectors was based on mileage. In September 2005, Edward Kawa (Kawa) served as District Engineering Inspector and reported directly to Mooney. Around that time, Mooney explained to Kawa that the general procedure for assigning

1. The Employer does not appeal from the Hearing Officer's determination that it violated the Law in the manner described above. It did, however, file an Opposition to the Union's Request for Review contending, among other things, that the Union's appeal was untimely filed. The Board disagrees. The Department of Labor Relations (DLR) mailed the decision to the Union on July 31, 2012. Pursuant to DLR Rule 12.07(2), 456 CMR 12.07(2), the Board presumes that the Union received notice of the decision within three days from the date of issuance of such notice or on August 3, 2012. Pursuant to 456 CMR 13.02(1)(j), the Union had ten days from notice of the decision to file its request for review. Therefore, the Union's request for review, which it filed on August 13, 2012, is timely.

2. Count I of the Complaint alleged that the Employer violated Section 10(a)(5) of the Law when it removed two state-owned vehicles from two inspectors and reassigned them to two different inspectors based on the monthly mileage expected to be accumulated by the inspectors and/or the geographic districts covered by the inspectors. Count II of the Complaint alleged that the Employer violated Section 10(a)(5) of the Law by implementing a Vehicle Policy containing provisions regarding the use and care of state-owned motor vehicles relating to assignment, reassignment, inspectors' duties and stated penalties for inspectors' failure to adhere to policy and repair procedures.

3. The full text of the Hearing Officer's decision is reported at 39 MLC 14 (2012).

4. This chart was admitted into evidence as a DPS exhibit.

state-owned vehicles would be based on mileage and "fiscal prudence." There is no evidence and the Employer does not contend that this policy was ever reduced to writing , negotiated with, or otherwise relayed to the Union.

From 2003 to 2007, the DPS reassigned four state-owned vehicles from more senior to less senior inspectors based on mileage and not seniority.[5] The record contains no evidence that the Union was notified of these assignments by the Employer or bargaining unit members or that any of the four were Union officials.

November 2007

In November 2007, the Employer implemented a written Vehicle Policy. The policy was "intended to establish the [DPS]'s Policy and Procedures for the use and care of state motor vehicles assigned to [DPS] Inspectors." In the section titled "Initial Assignment/Reassignment," the Policy stated, in part:

> Whenever possible, vehicles shall be assigned based on the monthly mileage expected to be accumulated by an inspector. Those inspectors who are likely to accumulate high mileage on an average monthly basis shall be considered first in assigning vehicles.

The Policy also contained sections titled, "Responsibilities of Inspectors Assigned a State Motor Vehicle," and "Temporary Reassignment of State Motor Vehicle." Under the "Temporary Assignment" section, the policy stated that, "The Chief in charge of that division may reassign a vehicle to an inspector who is expected to accumulate the most mileage during the period of absence."

Neither the Union nor its bargaining members were notified of the Vehicle Policy when it was first implemented in November 2007. It is undisputed that the Union did not learn of any formal or written policy about the assignment and use of state-owned vehicles until July 17, 2008, when Kawa emailed the Vehicle Policy to Union President Joseph Pinyero (Pinyero). On July 24, 2008, Pinyero asked Union counsel to review the policy. Union counsel advised Pinyero to sign it for "notice only."

Vehicle Reassignments in 2008

Senior Inspector Gene Novak

Gene Novak (Novak) first received a state car in 1996. In March 2008, the Employer reassigned Novak's car to Anderson, then Chief of Inspections and Novak's manager, based on the Department Commissioner's desire that both Chiefs of Inspection be assigned vehicles. The Employer reassigned Novak's vehicle to Anderson based on Novak's relatively low mileage use as compared to other inspectors.[6]

Inspector Steve Bakas

Inspector Steve Bakas had been assigned a state-owned vehicle since 1995. Sometime in 2008, Bakas was assigned one of four new Toyota Priuses the DPS had just received.' In Spring 2008, the DPS reassigned Bakas' Prius to Inspector Russo, who worked in the Boston area. DPS reassigned Bakas' vehicle based on the fact that it wanted to promote the use of a high profile, "green" car in the Boston area.

Engineering Inspector Thomas D. O'Rourke

Thomas O'Rourke (O'Rourke) has operated a state-owned vehicle since 1995. O'Rourke's geographic region included most of Worcester County and parts of Middlesex County. Effective July 31, 2008, the DPS instructed O'Rourke to return his vehicle for reallocation to Inspector Jim Blackburn (Blackburn) because Blackburn was expected to accumulate more mileage in his district, which included Cape Cod and the Islands. O'Rourke questioned why his vehicle was being reassigned. On July 28, 2008, he sent an email to Mooney stating, in part:

> I have most of Worcester county, which is the largest county in the state, and I also have parts of Middlesex county as well, which makes my district one of the largest districts, if not the largest district, of all the inspectors in the department. Vehicles are supposed to be allocated on mileage use for *state business only,* in the state of Massachusetts. (Emphasis in original.)

Opinion[8]

Based on these facts, the Hearing Officer found that the employer had established a practice of assigning vehicles based on mileage criteria as far back as 2003. Based on this finding, the Hearing Officer dismissed those portions of Count I pertaining to mileage as untimely and without merit. The Hearing Officer also dismissed those portions of Count II of the complaint alleging that the parts of the Vehicle Policy relating to mileage violated the Law because they simply memorialized the established practice of reassigning vehicles based on mileage.

The Union raises three arguments on appeal. First, with respect to Count I's timeliness, it argues that the Hearing Officer erroneously concluded that the Union had prior notice of the DPS' policy to assign and reassign vehicles based upon mileage. Second, the Union argues that O'Rourke's vehicle was not reassigned on the basis of "mileage expended" but, rather, was reassigned on the basis of "mileage anticipated to be driven" by a new Inspector, which is yet a further change that should have been bargained with the Union. Therefore, the Union contends that, even if it knew about the prior mileage-based reassignments, O'Rourke should be included in the status quo ante order. Third, the Union argues that the decision to reassign Novak's vehicle was based upon geographical region, not mileage, and, therefore, Novak is similarly situated to Bakas, and also should be in the status quo ante class.[9]

---

5. The Hearing Officer found that, from 2003-2007, the Employer reassigned the vehicles previously assigned to Inspectors McEnvoy, Piepiora, McCarthy and Bucchiere on the basis of mileage, and not seniority.

6 The Board has added this undisputed fact to the findings for the sake of completeness.

7. The Board has added this undisputed fact to the findings for the sake of completeness.

8. The Board's jurisdiction is uncontested.

9. The Hearing Officer concluded that Bakas was entitled to a remedy because his vehicle's assignment was based on geography, not mileage.

Timeliness

We begin by addressing whether that portion of Count I relating to the reassignment of certain inspector's cars based on mileage requirements was timely filed. It is well-established that, pursuant to DLR Rule 15.03, a charge of prohibited practice must be filed with the DLR within six months of the alleged violation or within six months of the date the violation became known or should have become known to the charging party, except for good cause shown. *Felton v. Labor Relations Commission,* 33 Mass. App. Ct. 926 (1992); *Town of Lenox,* 29 MLC 51 (2002) (citing *Town of Dennis,* 26 MLC 203 (2000)). Thus, in unilateral change cases, the timeliness of a charge turns on when the union knew or should have known that the employer would implement a change affecting a mandatory subject of bargaining without satisfying its Section 6 bargaining obligation. *Town of Lenox,* 29 MLC at 52. In cases where an employer has not given the union prior notice of a change, the period of limitations begins to run when the union has actual or constructive knowledge of the change itself, which usually but does not always coincide with the date the change was actually implemented. *See, e.g., Town of Dennis,* 28 MLC 297 (2002) (where Town did not give notice of co-payment increases, limitations period started to run when union first learned from bargaining unit members that those changes had taken effect); *Town of Middlebrow,* 19 MLC 1200 (1992) (period of limitations began running on date union learned that police chief issued order immediately changing the time police officers report to court).

On appeal, the Union argues that the contested part of Count I was timely filed because it first learned in July 2008, when it received notice of the written Vehicle Policy, that the Employer was assigning and reassigning vehicles based on mileage. Notably, in response to this argument, the Employer does not contend that it notified the Union in writing or otherwise of the 2003 employer discussions regarding mileage-based assignment of cars. Indeed, the Employer does not claim that the Union had actual knowledge that state-owned vehicles were being reassigned based on mileage prior to the July, 2008 policy being provided to the Union. Rather, the Employer argues the Union *should have* known there was a change.

We reject the Employer's argument on the factual record before us. No evidence in the record supports a finding, that commencing in 2003, the Union knew or should have known that the Employer had begun using miles driven as the basis for reassigning state-owned vehicles. Although the Employer points to Moody's 2003 memo regarding seniority and reassignment of four inspector's vehicles based on mileage, there is no evidence in the record that the Union ever knew about Moody's memo, the four reassignments or any other incident that should have caused the Union, in the exercise of reasonable diligence, to learn the basis for these reassignments.[10] *See, e.g., City of Boston,* 32 MLC 173, 176 (2006) (citing *Felton* v. *Labor Relations Commission,* 33 Mass. App. at 927-928) (charge filed by union more than six months after union president refused to read an email from his employer notifying him about health insurance co-payment increases, but within six months after union president actually learned about the increases was held to be untimely). In the absence of this evidence, we disagree that the portion of Count 1 relating to mileage requirements is untimely and reverse the Hearing Officer's conclusion to the contrary.

Merits

Given our conclusion that the portion of Count I pertaining to the mileage requirement issue is timely filed, we next consider whether the Hearing Officer correctly determined that the reassignments of Novak's vehicle on March 15, 2008, and O'Rourke's vehicle on July 17, 2008, did not constitute an unlawful unilateral change.

A public employer violates Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law when it unilaterally changes an existing condition of employment or implements a new condition of employment involving a mandatory subject of bargaining without first giving its employees' exclusive collective bargaining representative notice and an opportunity to bargain to resolution or impasse. *Commonwealth of Massachusetts* v. *Labor Relations Commission,* 404 Mass. 124 (1989); *School Committee of Newton* v. *Labor Relations Commission,* 388 Mass. 557 (1983). To establish a violation, the charging party must demonstrate that: 1) the employer altered an existing practice or instituted a new one; 2) the change affected a mandatory subject of bargaining; and 3) the change was established without prior notice and an opportunity to bargain. *City of Boston,* 26 MLC 177, 181 (2000).

We begin with the first element of our unilateral change standard—whether the Charging Party established that the Employer altered a past practice or established a new practice of assigning vehicles to inspectors prior to its implementation of the written Vehicle Policy in November, 2007. To determine whether a practice exists, the Board "analyzes the combination of facts upon which the alleged practice is predicated, including whether the practice has occurred with regularity over a sufficient period of time so that it is reasonable to expect that the practice will continue." *Commonwealth of Massachusetts,* 23 MLC 171, 172 (1997) (citing *Town of Chatham,* 21 MLC 1526, 1531 (1995)). The Board's inquiry turns on "whether employees in the unit have a reasonable expectation that the practice in question will continue," *City of Westfield,* 22 MLC 1394, 1404 (H.O. 1996), *aff'd,* 25 MLC 163 (1999), and whether the practice "is unequivocal, has existed substantially unvaried for a reasonable period of time *and is known and accepted by both parties." City of Newton,* 32 MLC 37, 49 (2005) (citing *Town of Dedham School Committee,* 5 MLC 1836, 1839 (1978)) (Emphasis supplied).

Based on this standard, we reverse the Hearing Officer's finding that there was an established past practice of assigning vehicles based on mileage. Here, although it is undisputed that manage-

10. Although the Hearing Officer states in her opinion that the Employer "gave the Union notice" of the reassignments of four state-owned vehicles after the Employer began using a mileage criteria for vehicle assignment in 2003, she does not cite any evidence in the record of such notice being given, the Employer refers to no such evidence in its Opposition, and we find none.

ment made four reassignments based on mileage and not seniority from 2003 to 2007, this does not create a mileage-based practice that would bind the Union given the absence in the record of any evidence or reason to believe that the Union knew about these reassignments when they occurred or that reassignments were being based on mileage. Thus, the facts in this case stands in sharp contrast to the facts establishing Union knowledge of a practice in *Boston School Committee and Boston Teachers Union, Local 66,* 21 MLC 1655 (H.O. March 23, 1995). In that case the hearing officer rejected the union's argument that it did not know of School Committee's rehiring practice based on facts showing that the general parameters of the policy for evaluation and rehire were well-known generally and, in fact, known to the union. Id. The hearing officer pointed to the fact that hundreds of provisional teachers were eligible for rehire and that testimony indicated that the union vice-president knew that provisional teachers would not be retained if they had an unsatisfactory rating. Id. at 1661-1662. Here, absent the Employer's establishment of facts showing the Union knew it was using mileage as a criteria for assigning vehicles, we reverse the Hearing Officer's legal conclusion that a binding past practice had existed since 2003 when the Employer first began using mileage as a factor to assign state-owned vehicles to inspectors.

Given our conclusion that the record does not support a legal finding of a past practice back to 2003, we address the alternative means of establishing an unlawful unilateral change: whether the employer instituted *a new practice* affecting a mandatory subject of bargaining without prior notice and an opportunity to bargain. *City of Boston,* 26 MLC at 181. There is no question that the Employer's July 2008 notice to the Union of its written November 2007 Vehicle Policy establishing assignment of vehicles based on mileage and other criteria or the reassignment of certain vehicles based on that policy was a new practice that the Union only became aware of in July 2008. We therefore reject the Employer's defense to the complaint, that its implementation of these new criteria did not constitute a change from a prior practice.

As to the second element of the unlawful unilateral change standard, it is uncontested that the use of a state-owned vehicle on a twenty-four-hour basis by employees constitutes a mandatory subject of bargaining. *City of Boston,* 24 MLC 31 (1997), *aff'd* 25 MLC 92 (1998). We also find that the third element of an unlawful unilateral change was established, as it is uncontested that the November 2007 Vehicle Policy was implemented without prior notice or an opportunity for the union to bargain over its terms. Accordingly, depriving O'Rourke of his vehicle in July, 2008 based on a new policy that was implemented without bargaining constitutes an unlawful unilateral change affecting a mandatory term and condition of employment.[11]

Given this holding, we need not decide whether Novak had his car taken away based on geography grounds, as the Union argues on appeal, or mileage, as the Employer argues. In either case, the Employer removed his car based on unbargained for criteria and thus, Novak should be included in the class of employees affected by the Employer's unilateral implementation of this new policy.

Remedy

The Board fashions remedies designed to place charging parties in the position they would have been in but for the unlawful conduct. *Commonwealth of Massachusetts,* 29 MLC 132, 133 (2003). To restore the status quo ante in this case, we must modify the Hearing Officer's remedy to reflect our conclusion that the Employer's written Vehicle Policy establishing assignment of vehicles based on mileage, in addition to the other new criteria set forth therein, was a new practice. Accordingly, we order the Employer to cease and desist from implementing and to rescind those portions of the November 2007 policy relating to mileage as well as to the other criteria set forth in paragraphs 1(a) and 1(b) of the Hearing Officer's original Order. We also modify the Order to require the Employer to offer state-owned vehicles to those bargaining unit members who had their vehicles taken away based on mileage criteria, including, but not limited to Novak and O'Rourke, and, if the offer is accepted, to restore these vehicles to them until the Employer has satisfied its statutory bargaining obligation. We similarly modify the Hearing Officer's make-whole remedy to include Novak and O'Rourke.

Conclusion

For the foregoing reasons, the Board affirms the Hearing Officer's Decision and Order in part and reverses in part.

Order

WHEREFORE, based on the foregoing, it is hereby ordered that the Commonwealth of Massachusetts, Commissioner of Administration and Finance, Department of Public Safety shall:

1. Cease and desist from:

   a. Failing or refusing to bargain in good faith by not providing the Union with prior notice and an opportunity to bargain to resolution or impasse over the use of a state-owned vehicle, including criteria for the assignment and reassignment of the state-owned vehicle, based on geography and/or mileage.

   b. Failing and refusing to bargain in good faith by not providing the Union with prior notice and an opportunity to bargain over the those portions of the November 2007 Vehicle Policy that pertain to the (i) assignment and reassignments of state-owned vehicles based on mileage; (ii) criteria for the temporary reassignment of state-owned vehicles; (iii) inspectors' duties attached to those temporary vehicle assignments; (iv) stated penalty for the inspectors' failure to adhere to the policy; and (v) the vehicle repair procedures.

   c. In any like manner, interfering with, restraining and coercing its employees in any right guaranteed under the Law.

---

11. Given this conclusion, we need not address the Union's alternative argument on appeal that O'Rourke's vehicle reassignment was based on mileage anticipated rather than mileage expended.

2. Take the following affirmative action that will effectuate the purpose of the Law:

a. Upon request, bargain with the Union in good faith to resolution or impasse over the use of a state-owned vehicle, including the criteria for the assignment and reassignment of the state-owned vehicles based on geography and mileage.

b. Rescind those portions of the November 2007 Vehicle detailed in paragraph 1(b) above.

c. Offer to restore the state vehicle assignment of Steve Bakas, Gene Novak, Thomas D. O'Rourke and any other similarly situated bargaining unit members whose vehicle were reassigned based on unbargained for criteria, including geography and/or mileage. If the offer is accepted, the obligation to restore these vehicle assignments shall continue until the earliest of the following conditions is met:

i. mutual agreement is reached with the Union relating to the subjects of bargaining set forth in paragraph 2(b), above

ii. good faith bargaining results in a bona fide impasse

iii. the Union fails to request bargaining within fifteen days of this Order; or

iv. The Union subsequently fails to bargain in good faith.

d. Make Bakas, Novak, and O'Rourke and other similarly situated employees whole for any economic losses they may have suffered as a result of the Employer's unlawful implementation of new criteria relating to use state-owned vehicles as detailed above, plus interest on all sums owed at the rate specked in MGL c. 231, Section 61, compounded quarterly;

e. Sign and post immediately in conspicuous places where employees usually congregate or where notices to employees are usually posted, including electronically, if the Employer customarily communicates to its employees via intranet or e-mail, and maintain for a period of thirty (30) consecutive days thereafter signed copies of the attached Notice to Employees;

f. Notify the DLR in writing of the steps taken to comply with this decision within thirty (30) of the steps taken by the Employer to comply with the Order.

SO ORDERED.

APPEAL RIGHTS

Pursuant to the Supreme Judicial Court's decision in *Quincy City Hospital v. Labor Relations Commission,* 400 Mass. 745 (1987), this determination is a final order within the meaning of MGL c. 150E, § 11. Any party aggrieved by a final order of the Board may institute proceedings for judicial review in the Appeals Court pursuant to MGL c. 150E, §11. **To claim such an appeal, the appealing party must file a Notice of Appeal with the Commonwealth Employment Relations Board within thirty (30) days of receipt of this decision.** No Notice of Appeal need be filed with the Appeals Court.

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF LABOR RELATIONS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

The Commonwealth Employment Relations Board (Board) of the Massachusetts Department of Labor Relations (DLR) has held that Commonwealth of Massachusetts, Commissioner of Administration and Finance, Department of Public Safety (Employer) has violated Section 10(a)(5 and, derivatively, Section 10(a)(1) of MGL c. 150E (the Law) by failing to give the Massachusetts Organization of State Engineers and Scientists (Union) prior notice and an opportunity to bargain to resolution or impasse over the use of a state-owned vehicle, including the assignment and reassignment of that vehicle and over the implementation of a Vehicle Reassignment policy containing new criteria relating to the use, initial assignment and reassignment of state-owned vehicles to bargaining unit members. The Employer posts this Notice to Employees in compliance with the Board's order.

Section 2 of the Law gives public employees the following rights: to engage in self-organization; to form, join or assist any union; to bargain collectively through representatives of their own choosing; to act together for the purpose of collective bargaining or other mutual aid or protection; and to refrain from all of the above.

WE WILL NOT fail or refuse to bargain in good faith with the Union by not providing it with an opportunity to bargain to resolution or impasse over the use of a state-owned vehicle, including the criteria for the assignment and reassignment of the vehicle based on geography and/or mileage.

WE WILL NOT fail or refuse to bargain in good faith with the Union by not providing it with an opportunity to bargain to resolution or impasse before implementing those parts of the Vehicle Policy that impose criteria for (i) the assignment and reassignment of state-owned vehicles based on mileage; (ii) the criteria for the temporary reassignment of state-owned vehicles; (iii) the use and care of state-owned vehicles; (iv) the duties attached to the reassignment and temporary reassignment of the vehicles and (v) the vehicle repair procedures.

WE WILL NOT in any like or similar manner interfere with, restrain or coerce employees in the exercise of their rights guaranteed under the Law.

WE WILL, upon request, bargain with the Union in good faith to resolution or impasse over the use of a state-owned vehicle, including the criteria for the assignment and reassignment of the vehicle based geography and mileage.

WE WILL rescind those parts of the Vehicle Policy detailed above.

WE WILL offer to restore the state vehicles assigned to Steve Bakas, Gene Novak and Thomas D. O'Rourke and any other similarly situated unit member and to make these bargaining unit members whole for any economic losses they suffered as a result of the Employer's unlawful actions.

[signed]
For the Commonwealth of MA, DPS

Date

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 Department of Labor Relations, Charles F. Hurley Building, 1st Floor, 19 Staniford Street, Boston, MA 02114 (Telephone: (617) 626-7132).

* * * * * *