

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of	*	
	*	
CITY OF SOMERVILLE	*	Case No. MUP-14-4083
	*	
and	*	Date Issued: October 12, 2016
	*	
SOMERVILLE POLICE	*	
EMPLOYEES ASSOCIATION	*	
	*	

Hearing Officer:

James Sunkenberg, Esq.

Appearances:

Robert V. Collins, Esq.	-	Representing City of Somerville
Dennis Coyne, Esq.	-	Representing Somerville Police Employees Association

HEARING OFFICER'S DECISION

SUMMARY

1 The issue is whether the City of Somerville (City) violated Section 10(a)(5) and,
2 derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law)
3 by failing to provide the Somerville Police Employees Association (Association) with
4 prior notice and an opportunity to bargain to resolution or impasse over: 1) the impacts
5 of its decision not to allow officers to park at the Dilboy Post parking lot (Dilboy Post);
6 and 2) its decision to require officers to park at the Kennedy School, the Brown School

1 and the West Somerville Neighborhood School and the impacts of that decision on
2 bargaining unit members' terms and conditions of employment. Based on the record
3 and for the reasons explained below, I find that the City did not violate the Law as
4 alleged and dismiss the above-referenced matter in its entirety.

5 STATEMENT OF THE CASE

6 On October 15, 2014, the Association filed a charge with the Department of
7 Labor Relations (DLR) alleging that the City had engaged in prohibited practices within
8 the meaning of Sections 10(a)(5) and, derivatively, Section 10(a)(1) of the Law. On
9 January 8, 2015, a DLR investigator conducted an in-person investigation of the matter.
10 On January 8, 2015, the investigator issued a Complaint of Prohibited Practice alleging
11 that the City violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by
12 failing to provide the Association with prior notice and an opportunity to bargain to
13 resolution or impasse over: 1) the impacts of its decision not to allow officers to park at
14 the Dilboy Post Parking lot; and 2) its decision to require officers to park at the Kennedy
15 School, the Brown School and the West Somerville Neighborhood School and the
16 impacts of that decision on bargaining unit members' terms and conditions of
17 employment. On January 9, 2015, the City filed its answer to the Complaint.

18 On September 23, 2015, Whitney Eng Coffey, Esq., a duly-designated hearing
19 officer formerly employed by the DLR, conducted a hearing in which both parties had
20 the opportunity to be heard, to examine witnesses, and to introduce evidence. On or
21 before November 10, 2015, the parties filed post-hearing briefs.¹ On May 13, 2016,

¹Former Assistant City Solicitor Mathew J. Buckley appeared at the hearing and drafted a post-hearing brief dated October 8, 2015. The DLR did not receive the brief at that time. City Attorney Robert V. Collins filed a Motion to File the Brief, along with the

1 Hearing Officer Eng Coffey left employment at the DLR, and the DLR reassigned the
 2 matter to James Sunkenberg, Esq., a duly designated hearing officer at the DLR.²
 3 Upon review of the entire record, I make the following findings of fact and render the
 4 following opinion.

5 STIPULATED FACTS

- 6
- 7 1. The Somerville Police Employees Association (SPEA or Association) is the
 8 collective bargaining agent for a bargaining unit of police patrol officers employed
 9 by the City of Somerville (City) within the Somerville Police Department
 10 (Department). The Association is a public employee organization within the
 11 meaning of General Laws Chapter 150(E), Section 1(the Law).
 12
 - 13 2. The City is a public employer within the meaning of the Law. At all times
 14 material, Charles Femino served as the Acting Chief of Police and in that
 15 capacity had responsibility for direction of the work force and served as an agent
 16 of the City for the purposes of collective bargaining and contract administration
 17 with the Association.
 18
 - 19 3. For a large portion of the past 23 years, some, but not all, patrol officers
 20 represented by the Association have been directed by the Department to drive
 21 their personal vehicles to a privately owned off-site location at the beginning of
 22 their patrol tour of duty, the Dilboy VFW Post parking lot in Davis Square. There,
 23 they have met officers finishing the immediately prior shift. At this location, the
 24 officers coming on duty would take control of the police cruiser from the patrol
 25 officers going off duty. The officer would drive that cruiser for the duration of their
 26 tour, while leaving their personal vehicle at the offsite location. At the end of their
 27 tour, these officers would return to the off-site relief location, and, again, transfer
 28 the vehicle accordingly.
 29
 - 30 4. For the past several years, the relief location for the transfer of vehicles had been
 31 the parking lot at the Dilboy Veterans of Foreign Wars Post in Somerville. The
 32 exception was a period between 2008 and 2011 when the relief site was
 33 changed from the Dilboy VFW Post in Davis Square to the Somerville Police

October 8, 2015 post-hearing brief, on November 10, 2015. Hearing Officer Eng Coffey allowed the motion on November 18, 2015.

²The DLR notified the parties that Hearing Officer Eng Coffey would be leaving the DLR's employ and gave them the option either to re-try the case or to authorize the DLR to assign the case to a different hearing officer for a decision. Both parties subsequently agreed to allow a different hearing officer to decide the case based on the transcript of the hearing, documentary exhibits and post-hearing briefs.

1 West Sub-station in Teele Square, Somerville. When the sub-station was burned
2 down in 2011, the relief site was moved back to the Dilboy VFW post.
3

4 5. On July 15, 2014, Police Chief Femino announced in General Order 2014-06 that
5 the Department could no longer use the Dilboy Post parking lot as a relief
6 location, and that the three new patrol relief locations were the Kennedy School,
7 the Brown School and the West Somerville Neighborhood School.
8

9 6. The City failed to provide the Association with prior notice or the opportunity to
10 bargain to resolution or impasse over the decision to require officers to park at
11 the Kennedy School, the Brown School and the West Somerville Neighborhood
12 School and the impacts of that decision on bargaining unit members' terms and
13 conditions of employment.
14

15 7. At the time General Order 2014-06 was issued, the City no longer had
16 permission to use the VFW Dilboy parking lot.³
17

18 FINDINGS OF FACT⁴
19

20 The Somerville Police Department (Department) divides the work day into three
21 shifts: midnight to 8 am; 8 am to 4 pm; and 4 pm to midnight. A minimum of seven
22 patrol officers are on duty during any given shift, with each officer assigned to patrol in a
23 marked police cruiser one of the seven election wards within the City. After initially
24 reporting to the main police station, located at 220 Washington Street, for roll call at the
25 beginning of his or her shift, each patrol officer proceeds to an established relief location
26 to take possession of his or her patrol cruiser and exchange any relevant information
27 with the officer ending his or her shift. Prior to July 2014, the four officers assigned to
28 the East District of the City, wards one through four, used the police station as a relief
29 location and the three officers assigned to the West District of the City, wards five

³The parties stipulated to this fact at the outset of the hearing.

⁴ The DLR's jurisdiction in this matter is uncontested.

1 through seven, used the Dilboy Post.⁵ In July 2014, the owner of the Dilboy Post
2 ceased allowing the Department to use the Dilboy Post as a relief location.⁶

3 On July 15, 2014, Chief Femino issued General Order 2014-06 (Order) to
4 Department personnel. The Order's subject is West District Relief Locations. It states:

5 As you are aware, the Somerville Police Department is no longer allowed to use
6 the Dilboy Post parking lot for our patrol relief spot. Effective at 3:45 PM roll call
7 today, the new West District Patrol relief locations will be as follows:

8
9 Cruiser West 5: Kennedy School. Elm Street Parking lot in spot adjacent to HP
10 space.

11
12 Cruiser West 6: Brown School. Kidder Ave side parking spot located by the
13 donate books bins.

14
15 Cruiser West 7: West Somerville Neighborhood School. Raymond Ave side near
16 parking lot in spot to the right of door #6.

17
18 The City is in the process of marking these spaces for Reserved Parking Only. It
19 is unfortunate that we can no longer use the Dilboy Post parking lot but it has
20 created an opportunity for us to have an increased presence and visibility at the
21 schools.

22
23 The new West District relief locations are at three different City schools. The
24 ward five parking location is in the Elm Street parking lot at the Kennedy School. The
25 lot is big, open and well-lit. Elm Street is a heavily travelled road in a residential
26 neighborhood. The ward six parking location is at the Brown School, on the Kidder
27 Avenue side in a residential neighborhood. The spot is an off-street, single spot
28 perpendicular to Kidder Avenue. The Kidder Avenue spot is next to two donation bins
29 and has an "Authorized Parking Only" sign posted next to it. The ward seven spot at

⁵ The Dilboy Post is located in ward six.

⁶ The record does not indicate when the City received notice that it could no longer use the Dilboy Post.

1 the West Somerville Neighborhood School is an open lot bounded on one side by the
2 school and at least two other sides by a fence.

3 Beginning on July 15, 2014, the armed patrol officers started conducting relief at
4 the new school locations and parking their personal vehicles in the newly assigned
5 spots at the schools. The on-going and off-going officers conduct relief in the same
6 general manner at the new locations as they did at the Dilboy Post, but they now relieve
7 each other at the individual locations rather than all together at the Dilboy Post.⁷
8 Additionally, at the Dilboy Post the patrol officers all parked together at the back of the
9 lot where they "could hang out and talk for a few minutes." The amount of time required
10 for an officer to relieve another officer and take possession of the patrol cruiser ranges
11 from a couple of minutes to fifteen minutes or more.

12 Patrol officer Devin Schneider (Schneider) worked in the West District in July
13 2014.⁸ During that time, Schneider worked a split shift: 4-midnight, 4-midnight, 8-4, 8-4.
14 When Schneider used to park his personal car at the Dilboy Post, approximately twenty
15 other cars would also occupy the lot. When he began parking his car in the Kidder
16 Avenue spot at the Brown School, no other cars were regularly adjacent to or nearby his

⁷ Patrol Officer Michael McGrath (McGrath) is President of the Association. McGrath, who has not conducted relief at the new relief locations, testified on cross-examination that the new relief locations diminished officer safety "by having them set a pattern of individual reliefs in very, very specific locations." When asked to give an example of officer safety being diminished, McGrath stated: "Have the officers been assaulted at a specific location? Not that I'm aware of, but we also don't know how many times they were surveilled at those locations either. We all know that there was an increase of police ambushes, officers being alone in a place where a pattern has been created." When asked if any ambush has taken place, McGrath stated: "Taken place, no. We don't know how many have been planned or if any have been planned."

⁸ Schneider now works in the East District.

1 car because the spot is off-street, accommodates a single vehicle and is reserved for
 2 the patrol officer on duty. At some point after August 2014, Schneider noticed, upon
 3 returning to his personal vehicle at the Brown School at the end of his shift, several
 4 scratches on his truck that had not been present at the beginning of his shift.⁹
 5 Schneider’s personal car never sustained any damage when he parked it at the Dilboy
 6 Post.¹⁰

7 Deputy Chief Paul Trant (Trant) was the captain supervising the West District in
 8 July 2014. Trant recommended to Femino that the Department use the parking lots of
 9 the three schools as the new relief points.¹¹ Trant recommended the locations because
 10 the City owns the parking locations, and the locations would increase police visibility at
 11 the schools and deploy officers within their respective wards.¹²

12 OPINION

⁹ Schneider’s testimony does not elaborate on these scratches. Thus, the record contains no evidence of when the damage occurred, the extent of the damage, or whether the scratches resulted from an intentional act or an accident.

¹⁰ At the hearing, Schneider testified to having safety concerns about the Kidder Avenue spot at the Brown School. He testified that the Dilboy Post was “less conspicuous from the main roads and the lot was deep enough that you would be able to identify anybody who was out of place or didn’t belong there.” The new lot “only has room for one vehicle” at a time. When parking at the new spot in the morning or evening “you’d be going into a crowd of people” increasing the possibility for “for ambushing a lone officer coming onto shift.”

¹¹ The record does not identify the date on which Trant recommended the schools to Femino.

¹² Trant believes that the exchanges at the schools do not differ from the exchange at the Dilboy Post. He testified, “the same officers pull up, they get relieved there in their personal vehicles, and if there’s any information, usually [officer] safety information to pass along to the next officer they will.”

1 The Complaint alleges that the City violated the Law by failing to bargain in good
2 faith over the impacts of its decision not to allow officers to park at the Dilboy Post; and
3 its decision to require officers to park at the schools and the impacts of that decision on
4 bargaining unit members' terms and conditions of employment. A public employer
5 violates Sections 10(a)(5) and (1) of the Law when it unilaterally changes wages, hours,
6 or other terms and conditions of employment without first bargaining to resolution or
7 impasse with the employees' exclusive bargaining representative. School Committee of
8 Newton v. Labor Relations Commission, 388 Mass. 557 (1983); Town of Arlington, 21
9 MLC 1125, MUP-8966 (August 1, 1994) and cases cited. To establish a unilateral
10 change violation, a charging party must show that: 1) the respondent has changed an
11 existing practice or instituted a new one; 2) the change affected employee wages,
12 hours, or working conditions and thus affected a mandatory subject of bargaining; and
13 3) the change was implemented without prior notice or an opportunity to bargain. Bristol
14 County Sheriff's Department, 31 MLC 6, 18, MUP-2872 (July 15, 2004)(citing City of
15 Boston, 26 MLC 177, 181, MUP-1431 (March 23, 2000)).

16 **Impacts of the Decision not to Allow Patrol Officers to Park at the Dilboy Post.**

17 The City had to change the relief location from the Dilboy Post because the
18 proprietor of the Dilboy Post rescinded the Department's permission to use the parking
19 lot to conduct relief during shift changes and for officers to park their personal vehicles
20 in the lot while on patrol. Where a third party over which an employer has no control
21 exercises its authority to change employees' terms and conditions of employment, the
22 public employer may not be required to bargain over the decision to make that change.
23 Higher Education Coordinating Council, 22 MLC 1668, SUP-4078 (April 11, 1996);

1 Massachusetts Correction Officers Federated Union v. Labor Relations Commission,
2 417 Mass. 7 (1994). Consequently, the City had no obligation to bargain over the
3 decision to discontinue use of the Dilboy Post.

4 A public employer has the obligation to bargain with the union regarding any
5 impacts its decision will have on mandatory subjects of bargaining before it implements
6 that decision. Higher Education Coordinating Council, supra. No impact bargaining
7 obligation arises, however, when a decision has no identifiable impacts on bargaining
8 unit members' terms and conditions of employment. City of Boston, 32 MLC 4, 13,
9 MUP-2749, MUP-01-2892 (June 24, 2005); Town of Danvers, 3 MLC 1559, 1571, MUP-
10 2292, MUP-2299 (April 6, 1977). Here, the Association did not identify any impacts
11 resulting from the discontinued use of the Dilboy Post that are distinct from what it
12 argues gave rise to the City's decisional bargaining obligation, and the record does not
13 identify any impacts on a mandatory subject of bargaining resulting from the third party
14 decision not to allow the officers to conduct relief and park at the Dilboy post.
15 Therefore, no duty to bargain arose from the third party decision, and the City did not
16 violate the Law when it failed to impact bargain over the lost use of the Dilboy Post.

17 **Decision to Require Patrol Officers to Park at Schools**

18 **Core Management Decision**

19 The City argues that its decision to assign relief sites for patrol officers is a core
20 management decision regarding the deployment of its police work force, and as such,
21 no decisional bargaining obligation arose from this decision. I agree.

1 Setting the priorities for the deployment of law enforcement resources is purely a
2 matter of policy. City of Worcester v. Labor Relations Commission, 438 Mass. 177, 182
3 (2002); Town of Burlington v. Labor Relations Commission, 390 Mass. 157, 164 (1983).
4 Here, setting the location where patrol officers will relieve other officers and exchange
5 control of police cruisers, which are law enforcement resources, is a necessary part of
6 deploying the police work force. Additionally, Femino's Order explicitly states that the
7 new relief locations "created an opportunity for us to have an increased presence and
8 visibility at the schools."¹³ Furthermore, the evidence in the record establishes that
9 management decided that having officers conduct relief within their respective wards,
10 rather than at a central West District location, more efficiently deployed resources
11 throughout the West District. Thus, management's decision to conduct relief at the
12 three schools directly implicates the City's ability to set its law enforcement priorities.
13 See City of Worcester, supra at 181. Balancing these governmental interests in
14 deploying public safety resources against the impact on employee terms and conditions
15 of employment, I conclude that the decision to conduct relief at the three schools
16 involved a core management decision that is exempt from the scope of bargaining. See
17 City of Boston, 32 MLC 4, 11-12, MUP-2749, MUP-2892 (June 24, 2005). The City
18 therefore had no obligation to bargain before it decided on new locations for the officers
19 to conduct relief.

20 Association's Position

¹³ The Association argues that the hearing officer should draw an adverse inference because Femino did not testify in this case. The application of the adverse inference rule is a matter of discretion for the fact finder. Massachusetts Board of Regents, 14 MLC 1397, 1399, SUP-2901(December 21, 1981). I decline to draw an adverse inference because the Order adequately explains the rationale for the new locations.

1 The Association argues that the City was required to bargain over the decision to
2 change the relief and parking locations to the three schools because the decision
3 affected three mandatory subjects of bargaining: employee parking, work location and
4 officer safety. These arguments do not persuade me.

5 Employee parking

6 The Association argues that employee parking is a mandatory subject of
7 bargaining. This is an overly broad statement of the case law. The Commonwealth
8 Employment Relations Board (CERB) has held that “free” employee parking, rather than
9 employee parking, is a mandatory subject of bargaining.

10 The CERB recently stated in City of Lawrence, MUP-14-3666 (slip op.
11 September 21, 2016), that: “The benefit of free parking is also a mandatory subject of
12 bargaining.” Additionally, in Commonwealth of Massachusetts, 27 MLC 11, 13-14,
13 SUP-4378 (August 24, 2000) aff'd sub nom. Commissioner of Admin. and Fin. v. Labor
14 Relations Commission, 60 Mass. Ap. Ct. 1122 (2004), the CERB found that free parking
15 was a term and condition of employment for Department of Environmental Protection
16 employees, and the employer therefore violated the Law “by ceasing to provide...free
17 parking.” Similarly, in Board of Trustees of the University of Massachusetts, 21 MLC
18 1795, SUP-3375 (May 12, 1995), the CERB found a violation of the Law when the
19 employer unilaterally implemented a 20 percent increase in employee parking fees. In
20 Commonwealth of Massachusetts, 9 MLC 1634, 1638, SUP-2513 et. seq. (February 9,
21 1983), the CERB found a violation of the Law when the employer unilaterally changed a
22 free parking policy resulting in “sweeping changes in parking priorities and a loss to
23 many employees of a considerable benefit.” In City of Cambridge, 5 MLC 1291, MUP-

1 2799 (September 27, 1978), the employer violated the Law when it unilaterally
2 terminated free employee parking in city controlled lots and implemented a weekly
3 parking fee.¹⁴ In all of these cases, the employer unilaterally withdrew a financial
4 benefit that its employees previously enjoyed. In the instant matter, however, the police
5 officers did not lose any benefit because the employees still enjoy free parking.

6 The decisions of the National Labor Relations Board (NLRB) that the Association
7 cites are likewise distinguishable from the facts of this case. In United Parcel Service,
8 336 NLRB 1134 (2001), the NLRB found that the employer violated the National Labor
9 Relations Act (NLRA) when it relocated an employee parking lot without bargaining over
10 the effects of the relocation, where the relocation resulted in a forty minute per day
11 increase to employee commute times. In explaining its decision, the NLRB wrote, "We
12 continue to adhere to the principle that a change in an employer's parking policy is a
13 mandatory subject of bargaining where, as here, such a change significantly affects the
14 terms and conditions of employment." Id. at n.5. In Dynatron/Bondo Corp., 324 NLRB
15 572 (1997), enf. denied 176 F.3d 1310 (11th Cir. 1999), the NLRB found that the
16 employer violated the NLRA by assigning parking spaces after previously allowing
17 employees to park on a first-come, first-served basis. The Court of Appeals for the 11th
18 Circuit, however, refused to enforce the NLRB's order because the court found that the
19 change was not material. Additionally, in Berkshire Nursing Home, LLC., 345 NLRB
20 220 (2005), the NLRB found that an employer did not violate the NLRA when its

¹⁴ To support its position, the Association also cites a non-binding hearing officer decision, City of Lynn, 10 MLC 1351, MUP-5323 (H.O., January 3, 1984). Because hearing officer decisions carry no precedential weight, I need not address this case.

1 unilateral change to an employee parking policy was not “material, substantial and
2 significant.”

3 The record in this case does not establish that the changed parking locations
4 affected the employees’ terms and conditions of employment. Although the officers now
5 park their cars in a different lot, they still enjoy the benefit of free parking. The record
6 does not establish that the changed locations affected the officers’ commutes, or
7 otherwise affected them in any material or substantial way relative to parking.
8 Consequently, no decisional bargaining obligation arose relative to changed parking
9 locations.

10 Work location

11 The Association next argues that the changed relief location was a mandatory
12 subject of bargaining because it implicated the employees’ work locations. The
13 Association cites only one Massachusetts case, a non-binding hearing officer decision,
14 to support this position. In City of Lynn, 40 MLC 405, MUP-12-1897 (H.O. June 13,
15 2014), the hearing officer found a violation of the Law where the employer had
16 unilaterally changed the physical worksite of a computer operator. Here, no change has
17 occurred to the worksite. The officers still report to the police station for roll call, and
18 although the spot where they park their personal vehicle and conduct relief has
19 changed, the area they patrol when working has remained constant.

20 Safety

21 Finally, the Association argues that the change affects the safety of both the
22 officers’ personal vehicles and the officers themselves. The record does not support
23 either point.

1 The record does not show how moving a relief location from the parking lot of a
2 VFW Post to these particular public school parking lots in residential neighborhoods,
3 which are the same neighborhoods the officers patrol while on duty, increases the risk
4 to the officers' vehicles or the officers themselves. The evidence establishes that the
5 Kennedy School lot is a big, open and well-lit lot on a well-travelled road. The Brown
6 School location is a single, reserved spot where no other cars park. The Neighborhood
7 School lot is open and partially fenced. None of these facts establish that the school
8 lots are less safe than the Dilboy Post.

9 The Association argues that the lots are less secure because Schneider's vehicle
10 was scratched while at the Brown School spot. The Association, however, produced
11 insufficient evidence to carry its burden on this point. Schneider did not explain when
12 the damage to his truck occurred, or the extent of the damage to his truck, and there is
13 no evidence concerning whether the scratches resulted from an intentional act or an
14 accident. Thus, the evidence does not show that the change to the relief locations
15 affected the safety of the officers' vehicles.

16 The Association also argued that the changed relief locations presented an
17 increased safety risk to the officers themselves. The record does not substantiate this
18 assertion because the Association presented only subjective opinions about perceived
19 risks rather than objective facts. McGrath testified regarding concerns for officers being
20 "alone" and Schneider testified about the possibility of ambush to a "lone" officer.
21 However, the facts belie these speculative concerns because the officers, who are
22 armed, do not conduct relief alone, but in pairs: one officer off-going and another on-

1 going. The Association bears the burden of proving, by a preponderance of the
2 evidence, that the change affected officer safety and it failed to carry this burden.

3 In sum, the City had no decisional bargaining obligation relating to the new relief
4 and parking locations because the decision of where to assign relief locations was a
5 core governmental decision regarding the deployment of police resources. But, even if
6 the decision was not a core governmental decision, the City still had no decisional
7 bargaining obligation because the change to the relief and parking locations did not
8 affect a mandatory subject of bargaining.

9 **Impacts of Decision to Park at Schools**

10 Although the City had no decisional bargaining obligation in selecting the new
11 relief sites, "if a managerial decision has impact upon or affects a mandatory topic of
12 bargaining, negotiation over the impact is required. City of Boston v. Boston Police
13 Patrolmen's Association, 403 Mass. 680, 685 (1989); City of Worcester, supra at 185;
14 School Committee of Newton v. Labor Relations Commission, 388 Mass. 557, 564-567
15 (1983). The Association identified employee parking, work location and safety as the
16 mandatory subjects of bargaining impacted by the decision to assign the schools as the
17 relief locations. As discussed above, the record does not contain any identifiable
18 impacts upon the terms and conditions of employment relative to these subjects.
19 Beyond these subjects, the record contains no other identifiable impacts upon terms
20 and conditions of employment resulting from the changed relief and parking locations.
21 Therefore, the City did not violate the Law by failing to bargain with the Association over

1 the impacts of its decision to change the relief and parking locations to the three
2 schools.¹⁵

3 Conclusion

4 The City did not violate the Law when it changed the relief and parking locations
5 without bargaining with the Union about the decision to change those locations.
6 Although the City acknowledges a willingness to bargain any impacts resulting from the
7 change, the record contains no identifiable impacts on a mandatory subject of
8 bargaining, and the City therefore did not violate the Law when it changed the relief and
9 parking locations without bargaining with the Union about the impacts of the decision to
10 change those locations. Because no violation occurred, I dismiss the Complaint.

11 SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



JAMES SUNKENBERG, ESQ.
HEARING OFFICER

¹⁵ The City indicated at the hearing and in its post-hearing brief a willingness to bargain any impacts resulting from the change to the relief location.

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L Chapter 150E, Section 11 and 456 CMR 13.19, to request a review of this decision by the Commonwealth Employment Relations Board by filing a Request for Review with the Executive Secretary of the DLR within ten days after receiving notice of this decision. If a Request for Review is not filed within ten days, this decision shall become final and binding on the parties.