

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of: *
*
CITY OF SOMERVILLE *
*
and *
*
SOMERVILLE POLICE EMPLOYEES *
ASSOCIATION *
*

Case No. MUP-17-6231
Date Issued: July 29, 2020

Hearing Officer:

James Sunkenberg, Esq.

Appearances:

Hannah Pappenheim, Esq. Representing City of Somerville
Jack J. Canzoneri, Esq. Representing Somerville Police
 Employees Association

HEARING OFFICER’S DECISION

SUMMARY

1 The issue in this matter is whether the City of Somerville (City) violated Section
2 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws Chapter
3 150E (the Law) by selecting certain bargaining unit members to attend voluntary maritime
4 trainings that led to overtime opportunities without bargaining to resolution or impasse
5 with the Somerville Police Employees Association (SPEA) about the decision and impacts
6 of the decision to implement a selection process and criteria for these trainings. Based
7 on the record, and for the reasons explained below, I find that the City violated the Law.

STATEMENT OF THE CASE

1 On September 19, 2017, the SPEA filed a charge of prohibited practice with the
2 Department of Labor Relations (DLR) alleging that the City had violated Section 10(a)(5)
3 and, derivatively, Section 10(a)(1) of the Law. On November 16, 2017, a DLR Investigator
4 conducted an in-person investigation of these allegations. On January 8, 2018, the
5 Investigator issued a Complaint of Prohibited Practice (Complaint) alleging that the City
6 had violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by
7 implementing a selection process and criteria for maritime trainings that lead to overtime
8 opportunities without bargaining to resolution or impasse with the SPEA. On October 11,
9 2018, the City filed an Answer to the Complaint.

10 On November 7, 2019, I conducted a hearing during which the parties received a
11 full opportunity to be heard, to examine and cross-examine witnesses, and to introduce
12 evidence. On December 16, 2019, the parties filed post-hearing briefs.

STIPULATIONS OF FACT¹

- 13
- 14 1. The City of Somerville ("City" or "Employer") is a public employer within the
15 meaning of Section 1 of M.G.L. c. 150E ("the Law"). At times material, David Fallon
16 has served as Chief of Police and Paul Trant has served as Deputy Chief of Police.
17
 - 18 2. The Somerville Police Employees Association ("Union" or "SPEA") is an employee
19 organization within the meaning of Section 1 of the Law. In that capacity, SPEA
20 serves as the exclusive bargaining agent for all patrol officers employed by the City
21 within its Police Department ("Department"). At times material, Michael McGrath
22 has served as President of the Union.
23
 - 24 3. The City and Union were parties to a collective bargaining agreement ("CBA")
25 covering the period of July 1, 2012 to June 30, 2015. The agreement continues in
26 force pursuant to an "Evergreen" provision, established by an interest arbitration

¹ The parties' stipulations inadvertently skipped number 4. To avoid any confusion, I have retained the numbers as they appear on the document that entered into the record. During the hearing, the parties agreed to an additional stipulation, which I have here included as stipulation 16.

1 award issued by the Joint Labor Management Committee on December 22, 2016.

- 2
3 5. On March 20, 2017, Trant sent an email to all Somerville Police Department sworn
4 personnel and attached General Order 408. A true and accurate copy of the
5 above-described email and General Order 408 that was attached to the email are
6 included as among the exhibits.
7
8 6. On March 21, 2017, SPEA President McGrath sent a letter to Fallon responding
9 regarding the email dated March 20, 2017, a true and accurate copy of which is
10 included as among the exhibits.
11
12 7. On March 22, 2017, Fallon responded to the letter referenced in paragraph 6, a
13 true and accurate copy of which is included in the exhibits.
14
15 8. Twenty-one (21) employees of the Police Department replied to the email
16 referenced in paragraph five requesting to attend this voluntary training. Of those
17 twenty-one (21) employees, fifteen (15) were members of the SPEA bargaining
18 unit, and six (6) were members of the superior officers bargaining unit (rank of Sgt.
19 And Lt), as follows:

20
21 SPEA Bargaining Unit

22 Doug Brioso
23 Patrick Canty
24 Ashley Catatao
25 Derrick Dottin
26 Kevin Goulart
27 Daniel Haley
28 Eli Kim
29 Michael McCarey
30 Katherine McDaid
31 Alan Monaco
32 John Oliveira
33 Ross O'Meara
34 Brian Pavao
35 Jose Ramirez
36 Tyler Sousa

37
38 Superior Officers Bargaining Unit

39
40 Dan Cotter
41 Salvatore Fusco (asked to be removed from list on March 22, 2017)
42 Michael Kiely
43 Richard Lavey
44 Daniel Rego
45 Kevin Shackelford
46

1 9. By email dated March 23, 2017, a true and accurate copy of which is included
2 among the exhibits, Trant notified two (2) officers from the SPEA bargaining unit,
3 and one superior officer, that their requests to attend the voluntary training at
4 MassPort on March 27-31, 2017 were approved, as follows:

5
6 Kevin Goulart, Officer
7 Eli Kim, Officer
8 Richard Lavey, Lt.
9

10 10. By email dated March 29, 2017, a true and accurate copy of which is included
11 among the exhibits, Trant notified two (2) additional officers from the SPEA
12 bargaining unit, and one (1) superior officer, that their requests to attend the
13 voluntary training at Boston Police on April 3-7, 2017 were approved, as follows:

14
15 Patrick Canty, Officer
16 Michael Kiely, Sgt.
17 Alan Monaco, Officer
18

19 11. On April 4, 2017, Trant sent an email to patrol officers and superior officers who
20 were previously approved for one of the two voluntary basic crew member trainings
21 referenced supra ¶¶9-10, a true and accurate copy of such April 4, 2017 email is
22 included among the exhibits. Four (4) members of the SPEA bargaining unit
23 responded in the affirmative and were assigned to attend this training on April 10-
24 14, 2017, in lieu of their scheduled work shifts, and if on a day off received overtime
25 for their attendance, as follows:

26
27 Patrick Canty, Officer
28 Kevin Goulart, Officer
29 Eli Kim, Officer
30 Alan Monaco, Officer
31

32 12. In or about April 2017, those who had attended basic crew member training were
33 informed of another training session, "Search and Rescue Coordination" and
34 asked if they were interested in attending this training on May 15-16, 2017. Four
35 members (4) of the SPEA bargaining unit responded in the affirmative, and were
36 assigned to attend this training in lieu of their scheduled work shifts, and if on a
37 day off, they received overtime for their attendance as follows:

38
39 Patrick Canty, Officer
40 Kevin Goulart, Officer
41 Eli Kim, Officer
42 Alan Monaco, Officer
43

44 13. On September 19, 2017, the SPEA filed a charge of prohibited practice with the
45 Department of Labor Relations (DLR), alleging the City engaged in prohibited
46 practices within the meaning of Section 10(a)(1) and 10(a)(5) of Massachusetts

1 General Laws, Chapter 150E (the Law) by unilaterally implementing the training
2 described above.
3

4 14. Overtime opportunities are available for officers who were selected for the maritime
5 training in question when the officers are assigned to work operations such as part
6 of the regional force used to secure events like Sail Boston. Whether or not the
7 officer receives overtime depends on his or her predetermined scheduled when
8 the need for an officer with maritime training arises. Officers who received the
9 training attended and were paid overtime for their work for the Sail Boston event
10 in 2017 and thereafter in other, similar situations.
11

12 15. The City took the actions in Paragraph 4 of the Complaint unilaterally, and without
13 offering the SPEA the notice and opportunity to bargain [sic].
14

15 16. The overtime slips in Exhibit 2E reflect overtime that Officer McGrath earned in his
16 capacity as a firearms instructor, which is voluntary.
17
18

FINDINGS OF FACT

General Order 408: Training and Career Development

19
20 On August 28, 2015, Chief of Police David Fallon (Fallon) issued General Order
21 408: Training and Career Development (Order 408), which applies to both mandatory and
22 voluntary training. Generally, Order 408 provides that, "Approval to attend a training
23 program will be based on the needs of the department as well as the employee's goals,
24 objectives, abilities, and field of expertise." Regarding attending voluntary training, Order
25 408 provides:

26 B. Voluntary training: If an employee wants to volunteer for training, he/she will
27 submit a written request through the chain of command for approval by the
28 Chief, or his/her designee, enclosing all supportive material available
29 describing the course. This will be for non-mandatory courses, such as those
30 the officer takes for personal enrichment and possible future career
31 advancement.
32

33 1. When these requests are granted, employees attending training during a
34 regularly scheduled work day shall attend in lieu of a shift.
35

36 2. If the training scheduled is during what would normally be a day off, a
37 request for compensation, through the Officers chain of command, shall
38 be forwarded to the Chief for his consideration. It is at the sole discretion

1 of the Chief of Police if compensation is granted.

2
3 3. Tuition and fees may be paid at the discretion of the Chief of Police, or
4 his/her designee.

5
6 The parties' CBA does not expressly cover training, and the parties did not bargain
7 Order 408.

8 Maritime Trainings

9 By email to all sworn personnel on March 20, 2017, Deputy Chief Paul Trant (Trant)
10 wrote regarding "Maritime Training:"

11 The department is looking for volunteers to attend basic crew member training.
12 We received short notice of two training opportunities at Massport Fire and Boston
13 Police.

14
15 BCM Basic Crew Member 35 hour Certificate Program
16 Boat handling, docking, deck work, basic navigation.

17
18 March 27-31, 2017 at Massport Fire

19
20 April 03-07, 2017 at Boston Police

21
22 We will send two officers to each course. Officers interested in attending, please
23 email Christine Masiello.

24
25 Please email by Wednesday March 22nd at 4PM for Massport Fire and
26 Wednesday, March 29th at 4PM for Boston Police training.

27
28 This is voluntary training, please read attached Training and Career Development
29 for voluntary training requests.

30
31 Trant attached Order 408 to this email.

32 By letter dated March 21, 2017, SPEA President Michael McGrath (McGrath) wrote
33 to Fallon:

34 Based on the training noticed (sic) distributed by Deputy Trant on 20 March 2017,
35 the Association believes that the Department is creating new positions to staff a
36 Maritime Unit. The Association further believes that the training and opportunities
37 for this training are mandatory subjects of collective bargaining. The Association
38 is requesting that the Department postpone the selection of officers for this training

1 until collective bargaining is completed.

2

3 To expedite this bargaining, the Association is available to meet on the 24th and
4 the 27th of March.

5

6 By letter dated March 22, 2017, Fallon responded to McGrath that basic crew

7 member (BCM) training was a voluntary training opportunity under Order 408, that the

8 Department was not creating a maritime unit, and that officers “are able to attend... after

9 approval by the Department.” Fallon’s response continued:

10 Therefore, I see no reason why simply providing notification of a volunteer training
11 opportunity to sworn officers through the attached email, and indicating how many
12 would be approved to attend, in any way concerns a mandatory subject of
13 bargaining, necessitating bargaining with the Union.

14

15 I hope this letter provides clarification as to the Department’s intentions of sending
16 the attached email to all sworn members. That being said, in the interest of
17 maintaining harmonious labor relations, I am more than happy to meet with you to
18 discuss this matter further, but will not hold off on my decision concerning officers
19 attending this training should they volunteer to do so.

20

21 Fallon, Trant, and Deputy Chief Stephen Carrabino (Carrabino) reviewed the

22 names of the employees who expressed interest in volunteering for the BCM trainings.

23 Of the fifteen bargaining unit members who expressed interest, they selected four – Kevin

24 Goulart (Goulart), Eli Kim (Kim), Patrick Canty (Canty), and Alan Monaco (Monaco) –

25 based upon the operational needs of the department and the officers’ training,

26 experience, and shift assignments.

27 By email on April 4, 2017, Trant notified Goulart, Kim, Canty, and Monaco about

28 an opportunity to attend Boat Operator Search and Rescue (BOSAR) training during the

29 week of April 10-14, 2017. Trant described BOSAR training as the “second rung of the

30 BOAT ladder training,” and one must complete BCM training to attend BOSAR training.

31 Goulart, Kim, Canty and Monaco were subsequently assigned to attend BOSAR training

1 in lieu of their scheduled shifts, and if on a day off, received overtime for attending.

2 Other Voluntary Trainings

3 At times, the Department has offered other voluntary training opportunities for
4 officers that result in overtime opportunities unavailable to officers without the training.
5 Officers may find out about these training opportunities on their own, or a superior officer
6 may notify officers of a voluntary training via email. Interested officers submit a training
7 request form, which is forwarded to Fallon's office. Fallon, with Trant and/or Carrabino,
8 then selects candidates for voluntary training based upon several factors.²

9 For example, in 2016, the Department began participating in a program called
10 Cops on Bikes for Regional Assistance (COBRA). Six officers applied for two available
11 spots. Carrabino selected the two officers based upon the officers' attendance,
12 commitment, and work product. The selected officers received training related to
13 COBRA, after which they became eligible for overtime under certain situations. The City
14 did not bargain with the SPEA over the selection process related to COBRA.

15 Additionally, for many years the Department has participated in the North Eastern
16 Massachusetts Law Enforcement Council (NEMLEC), which is a regional SWAT team.
17 Officers selected for this voluntary unit receive training that makes them eligible for
18 overtime.³ The City did not bargain the selection process for NEMLEC with the SPEA.⁴

² Trant testified that they would select candidates based upon the operational needs of the Department; the individual requesting the training; prior trainings; prior experience; and shift assignments.

³ Order 408 provides that applicants for a NEMLEC position must meet certain qualifications but leaves the selection of new team members to "the sole discretion of the Chief of Police."

⁴ The City also submitted evidence that it offered voluntary Crisis Intervention Training

1 OPINION

2 The issue is whether the City violated the Law by selecting certain bargaining unit
3 members to attend voluntary maritime trainings that led to overtime opportunities without
4 bargaining to resolution or impasse with the SPEA. For the following reasons, I find that
5 the City violated the Law.

6 A public employer violates Section 10(a)(5) of the Law when it unilaterally changes
7 wages, hours, or other terms and conditions of employment without first bargaining to
8 resolution or impasse with the employees' exclusive bargaining representative. School
9 Comm. of Newton v. Labor Relations Commission, 388 Mass. 557, 572 (1983);
10 Commonwealth of Massachusetts, 30 MLC 63, 64, SUP-4784 (October 9, 2003). The
11 duty to bargain extends to both conditions of employment established through past
12 practice and to conditions of employment established through a collective bargaining
13 agreement. Commonwealth of Massachusetts, 27 MLC 1, 5, SUP-4304 (June 30, 2000).
14 To establish a unilateral change violation, a charging party must show that: (1) the
15 employer altered an existing practice or instituted a new one; (2) the change affected
16 employee wages, hours, or working conditions and thus affected a mandatory subject of
17 bargaining; and (3) the change was implemented without prior notice and an opportunity
18 to bargain to resolution or impasse. Bristol County Sheriff's Department, 31 MLC 6, 18,
19 MUP-2872 (July 15, 2004) (citing City of Boston, 26 MLC 177, 181, MUP-1431 (March

(CIT) that leads to overtime opportunities. The record, however, contains no evidence of any selection criteria. Trant testified that he was unaware of any officer being turned down for CIT. Finally, the City presented evidence about a Student, Teacher, Engage, Public Safety (STEPS) program. Officers selected to participate in this program have opportunities to work overtime, but there is no specific training required. The City did not bargain over the selection criteria for STEPS.

1 23, 2000)).

2 Here, it is undisputed that the City selected certain officers to participate in
3 maritime training without providing the Union with prior notice and an opportunity to
4 bargain to resolution or impasse over the selection process and criteria. Procedures and
5 selection criteria for new work assignments are mandatory subjects of bargaining.⁵ Town
6 of Wayland, 5 MLC 1738, 1742, MUP-2294 (March 29, 1979); Ware School Committee,
7 MUP-7753 (H.O., July 28, 1992), aff'd 22 MLC 1502 (1996). Accordingly, the only issue
8 that needs to be decided is whether the City changed an existing practice or instituted a
9 new one.

10 To determine whether a binding past practice exists, the Commonwealth
11 Employment Relations Board (Board) analyzes the combination of facts upon which the
12 alleged practice is predicated, including whether the practice has occurred with regularity
13 over a sufficient period of time so that it is reasonable to expect that the practice will
14 continue. Town of Chatham, 21 MLC 1526, 1531, MUP-9186 (January 5, 1995). While
15 the Board inquires whether employees in the unit have a reasonable expectation that the
16 practice in question will continue, City of Westfield, 22 MLC 1394, 1404, MUP-9697 (H.O.,
17 January 10, 1996), aff'd, 25 MLC 163 (August 20, 1999), the Board also focuses on the
18 fact that “[a] past practice is a practice which is unequivocal, has existed substantially
19 unvaried for a reasonable period of time, and is known and is accepted by both parties.

⁵ The Union argues that several mandatory subjects are impacted by the City's actions, including procedures and selection criteria, job duties, overtime, wages and safety. In contrast, the City disputes that any mandatory subjects are impacted, specifically arguing that ad hoc overtime and voluntary training are not mandatory subjects of bargaining. I need not consider these arguments as the allegations in the Complaint are limited to the selection process and criteria only.

1 Dedham School Committee, 5 MLC 1836, 1839, MUP-3002 (November 14, 1978).

2 The Union argues that the selection process and criteria used to select certain
3 officers over others for maritime training is a new practice because this was the first time
4 that maritime training was available to bargaining unit employees, and there is no
5 established or accepted criteria for selecting officers for new training opportunities with
6 limited spots available. The City argues that the selection process and criteria used to
7 select certain officers for maritime training is not a new practice because the City has
8 used the same criteria to select officers for other voluntary trainings, including those with
9 limited spots available, since at least 2015. I reject the City's arguments and find that the
10 selection process and criteria the City used for selecting certain officers over others for
11 maritime training is a new practice.

12 Trant testified that he reviewed the list of officers interested in maritime training
13 with Fallon and Carrabino, and they based their selection decision on the Department's
14 operational needs and the applicants' prior experience, training, and shift assignments.
15 Carrabino did not testify about the specific criteria considered when selecting officers for
16 maritime training, but he testified that he chose officers to participate in COBRA based in
17 part on work product and attendance.⁶ There is no evidence that the Department
18 considered work product or attendance when it chose officers for maritime training, nor is
19 there evidence that it considered operational needs or shift assignments when it chose
20 officers for COBRA. In addition to the different criteria used in these specific instances,
21 Order 408 states that approval to attend a training program "will be based on the needs

⁶ Under Order 408, selection to NEMLEC further differs, being left to the sole discretion of the Chief of Police.

1 of the department as well as the employee's goals, objectives, abilities, and field of
2 expertise." Accordingly, the evidence does not support the City's claim that it uses the
3 same selection process and criteria for all voluntary training opportunities with limited
4 spots. I therefore find that the Department instituted a new practice when it established
5 the selection process and criteria for maritime training without providing the Union with
6 notice and an opportunity to bargain to resolution or impasse in violation of the Law.

7 Waiver by Inaction

8 The City defends its conduct by arguing that even if a bargaining obligation did exist,
9 the Union waived any bargaining rights by inaction. To support its position, the City points
10 to Order 408; previous voluntary training opportunities with limited spots; and the Union's
11 failure to demand to bargain or to file a grievance over the selection process and criteria
12 for prior voluntary trainings. I address each in turn.

13 A public employer that asserts the affirmative defense of waiver by inaction must
14 demonstrate by a preponderance of the evidence that an employee organization had: 1)
15 actual knowledge or notice of the proposed action; 2) a reasonable opportunity to
16 negotiate about the subject; and 3) unreasonably or inexcusably failed to bargain or
17 request bargaining. Town of Watertown, 32 MLC 54, 56, MUP-01-3275 (June 29, 2005).

18 Regarding Order 408, although the policy states that approval to attend a training
19 program will be based on department needs and the officer's goals, objectives, abilities,
20 and field of expertise, it does not provide details as to how these factors will be used to
21 determine whether an officer is approved for training. Moreover, the policy is silent as to
22 how the City will select officers for voluntary training opportunities when more officers
23 apply than spots available, as was the case with maritime training. Consequently, Order

1 408 is insufficient to establish that that Union waived any bargaining rights with respect
2 to the City's selection process and criteria for maritime training.

3 Regarding previous voluntary training opportunities with limited spots, as
4 discussed above, the evidence demonstrates that that the selection process and criteria
5 used to select officers is not consistent but varies depending on the decisionmaker.
6 Accordingly, these prior instances do not support a finding that the Union waived its right
7 to bargain over the selection process and criteria used to select officers for maritime
8 training.

9 Regarding the Union's past failure to demand bargaining or to file a grievance over
10 the selection process and criteria for voluntary training, the evidence demonstrates that
11 the City instituted a new selection process and criteria when selecting officers for the
12 maritime training. As such, the fact that the Union had not protested any previous
13 selection process and criteria used for voluntary training opportunities is insufficient to
14 establish that the Union has forever relinquished its right to bargain over the selection
15 process and criteria used for voluntary training opportunities. See e.g., Burlington School
16 Committee, 7 MLC 1273, 1275, MUP-3606 (September 10, 1980) (instances of past
17 waiver by inaction do not bar union from opposing recurrences of the action).

18 CONCLUSION

19 The City violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law
20 when it unilaterally implemented the selection process and criteria used to select officers
21 for maritime training without providing the Union with notice and an opportunity to bargain
22 to resolution or impasse.

23 ORDER

1 WHEREFORE, based upon the foregoing, IT IS HEREBY ORDERED that the City
2 of Somerville shall:

3 1. Cease and desist from:

4
5 a. Unilaterally implementing the selection process and criteria for maritime
6 trainings that lead to overtime opportunities without bargaining to resolution
7 or impasse with the Union about the decision to implement a selection
8 process and the impacts of that decision on bargaining unit members' terms
9 and conditions of employment.

10
11 b. In any like or similar manner, interfere with, restrain, or coerce any
12 employees in the exercise of their rights guaranteed under Massachusetts
13 General Laws, Chapter 150E.

14
15 2. Take the following affirmative action which will effectuate the purpose of the
16 Law:

17
18 a. Upon request by the Union, bargain collectively in good faith over the
19 selection process and criteria for maritime trainings that lead to overtime
20 opportunities.

21
22 b. Post immediately in all conspicuous places where members of the Union's
23 bargaining unit usually congregate, or where notices are usually posted,
24 including electronically if the City customarily communicates with these
25 members via intranet or email, and display for a period of thirty (30) days
26 thereafter, signed copies of the attached Notice to Employees.

27
28 c. Notify the DLR in writing of steps taken to comply with this Order within ten
29 (10) days of receipt.

30
31 SO ORDERED.

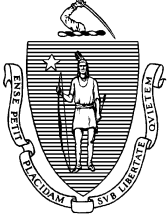
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS



JAMES SUNKENBERG, ESQ.
HEARING OFFICER

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. c.150E, Section 11 and 456 CMR 13.19, to request a review of this decision by the Commonwealth Employment Relations Board by filing a Notice of Appeal with the Department of Labor Relations not later than ten days after receiving notice of this decision. If a Notice of Appeal is not filed within ten days, this decision shall become final and binding on the parties.



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NOTICE TO EMPLOYEES

**POSTED BY ORDER OF A HEARING OFFICER OF
THE MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS**

A hearing officer of the Massachusetts Department of Labor Relations (DLR) has held that the City of Somerville (City) violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by unilaterally implementing the selection process and criteria for maritime trainings that led to overtime opportunities.

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

WE WILL NOT fail and refuse to bargain in good faith with the Union by unilaterally implementing the selection process and criteria for maritime trainings that lead to overtime opportunities.

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 the Union's request, bargain in good faith over the selection process and criteria for maritime trainings that lead to overtime opportunities.

City of Somerville

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, 19 Staniford Street, 1st Floor, Boston, MA 02114 (Telephone: (617) 626-7132).