

The Commonwealth of Massachusetts
DEPARTMENT OF LABOR AND INDUSTRIES

LEVERETT SALTONSTALL BUILDING
100 CAMBRIDGE STREET, ROOM 1107
BOSTON, MASSACHUSETTS 02202-0003

October 11, 1996

David Lee Turner, Town Counsel
Town of Brookline
333 Washington St.
Brookline, MA 02146

Re: Prevailing wage rates; moving contracts.

Dear Mr. Turner:

This letter responds to your request that the Department of Labor and Workforce Development, Division of Occupational Safety (formerly the Department of Labor and Industries) provide an interpretation of M.G.L. c. 149, §27G, the moving of office furniture, and its applicability to the moving of "school furniture."

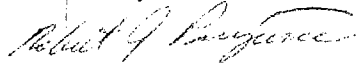
M.G.L. c. 149, §27G reads, in relevant part:

No contract for the moving of office furniture and fixtures shall be entered into or given by the commonwealth or by a county, city, town or district unless said contract contains a stipulation requiring prescribed rates of wages, as determined by the commissioner, to be paid to the employees of the moving contractor.

Based on a plain reading of the statute, section 27G is limited to the "moving of office furniture and fixtures." Since school furniture (i.e. student desks, chairs, etc.) is not part of an office within a school, the contract at issue is not subject to the prevailing wage requirements contained in the statute.

If you have any further questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert J. Prezioso".

Robert J. Prezioso

cc: Spencer Demetros, General Counsel
Helen Moreschi, Attorney General's Office