

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

CIVIL SERVICE COMMISSION
One Ashburton Place: Room 503
Boston, MA 02108
(617) 727-2293

IMRE SERFOZO,
Appellant

D1-19-027

v.

FRAMINGHAM HOUSING AUTHORITY,
Respondent

Appearance for Appellant:

S.L. Romano, Dispute Resolutionist
Mass. Laborers' District Council
7 Laborers' Way
Hopkinton, MA 01748

Appearance for Respondent:

Jack K. Merrill, Esq.
KSR Law
160 Gould Street #201
Needham, MA 02494

Commissioner:

Paul M. Stein

DECISION

The Appellant, Imre Serfozo, appealed to the Civil Service Commission (Commission), pursuant to G.L.c.121B,§29 & G.L.c.31,§43, from the decision of the Framingham Housing Authority (FHA) discharging him from his position as Maintenance Aide.¹ The Commission held a pre-hearing conference in Boston on March 12, 2019 and a full hearing at that location, which was digitally recorded,² on May 7, 2019 and June 21, 2019. The full hearing was declared private, with witnesses sequestered. Stipulated Facts and nineteen (19) exhibits were received in evidence (*Exhs. 1-19*). The Commission received Proposed Decisions on September 18, 2019. For the reasons stated below, the Appellant's appeal is allowed.

¹ The Standard Adjudicatory Rules of Practice and Procedure, 801 CMR §§ 1.00, *et seq.*, apply to adjudications before the Commission with G.L. c. 31, or any Commission rules, taking precedence.

² CDs of the full hearing were provided to the parties. If there is a judicial appeal of this decision, the plaintiff in the judicial appeal becomes obligated to use the CD to supply the court with the stenographic or other written transcript of the hearing to the extent that he/she wishes to challenge the decision as unsupported by the substantial evidence, arbitrary and capricious, or an abuse of discretion.

FINDINGS OF FACT

Based on the Exhibits entered into evidence and the testimony of the following witnesses:

Called by Framingham Housing Authority:

- Paul Landers, FHA Executive Director
- Stephen Starr, Chair, FHA Board of Commissioners
- David Camerato, FHA Maintenance Director

Called by the Appellant:

- Donald Casali, FHA Housing Manager
- Darlene Herwick, retired FHA employee
- Imre Serfozo, Appellant

and taking administrative notice of all matters filed in the case, pertinent law and reasonable inferences from the credible evidence, a preponderance of evidence establishes these facts:

1. The Appellant, Imre Serfozo, is a native-born Hungarian who was trained as a carpenter and holds a college-level degree in restaurant management. He immigrated to the United States in 1984, at the age of 24. (*Testimony of Appellant*)

2. The FHA is a municipal corporation established under Mass. G.L.c.121B to serve low- and moderate-income, disabled and elderly individuals and families residing in the City (formerly the Town) of Framingham, MA (Framingham) by providing them with safe and affordable rental housing. FHA is governed by a five-member board of commissioners (Board), which appoints an Executive Director to oversee approximately 30 employees who perform the day-to-day management, administrative and maintenance services necessary to operate FHA's properties at nine (9) sites containing approximately 1100 federally-subsidized and state-subsidized elderly, disabled and family housing, as well as supporting tenants placed in private rental units under the federal "Section 8" voucher program and in private rental units receiving state-subsidized vouchers. (*Testimony of Landers & Starr & Camerato; Administrative Notice [https://framinghamhousingauthority.org]*)

3. Mr. Serfozo was hired by the FHA on May 16, 2011 as a Maintenance Aide by David Camerato, the FHA Maintenance Director. Because of a medical restriction at the time he was hired and throughout his employment, Mr. Serfozo was accommodated with light duty assignments and excused from such duties as snow shoveling and heavy lifting (over 50 pounds), which duties were then spread across the other three Maintenance Aides. Mr. Serfozo performed at the basic “entry level”, responsible for janitorial services, which include cleaning common areas, removing trash, escorting vendors who come to perform work in the units and mowing grass. According to Mr. Camerato, Mr. Serfozo also “assists mechanics at times.” (*Stipulated Facts; Exh. 3; Testimony of Appellant, Landers & Camerato*)

4. Prior to the events that gave rise to this appeal, Mr. Serfozo had not received formal discipline, although he had been verbally counseled by Mr. Camerato for quality of work issues. (*Testimony of Appellant, Landers & Camerato*)

5. Due to a non-work-related automobile accident, Mr. Serfozo went out on sick leave on November 26, 2018. (*Exhs. 3 & 7: Stipulated Facts*)

6. Mr. Serfozo was cleared for duty on December 10, 2018, and returned to work on December 11, 2018. (*Exhs. 3 & 7; Stipulated Facts; Testimony of Appellant, Landers & Camerato*)

7. As he was punching out for the day on December 11, 2018 (approximately 3:55), one of the FHA mechanics confronted Mr. Serfozo and made offensive comments, stating, repeatedly, in front of approximately six (6) other coworkers: “You piece of s---“, used the word “kill” and stated: “If I didn’t have kids, I would smash your face right now”. Mr. Serfozo attempted to ignore this outburst, but the mechanic approached and appeared about to strike Mr. Serfozo when

co-workers intervened and grabbed the mechanic by the arm and pulled him away. (*Exhs. 12 & 14; Testimony of Appellant*)

8. Mr. Serfozo went to the Framingham Police station to report the incident and was told it was a “civil” matter and he should follow-up with the FHA. He then spoke to the Framingham Police officer assigned as the FHA liaison officer. He also submitted a written complaint to the FHA through his supervisor, Mr. Camerato. (*Stipulated Facts; Exh. 14: Testimony of Appellant & Camerato*)

9. After speaking with the mechanic, but performing no other investigation, Mr. Camerato, imposed a two-day suspension on the mechanic. (*Testimony of Camerato*)

10. Mr. Serfozo took a personal day from work on December 12, 2018. (*Exh. 7; Testimony of Appellant & Camerato*)

11. After visiting his doctor’s office on December 12, 2018, Mr. Serfozo received a prescription to relieve anxiety. He also received a doctor’s note which stated: “Please excuse Imre Serfozo from work 12/12/18 through 12/16/18 due to medical reasons.” (*Exhs. 16 & 19; Testimony of Appellant*)³

12. Mr. Serfozo gave the December 12, 2018 doctor’s note to his neighbor and fellow FHA coworker Donald Casali for delivery to Mr. Camerato. (*Testimony of Appellant, Casali & Herwick*)

13. Mr. Casali brought the December 12, 2018 note to work and placed it in the mailbox he understood to be assigned to Mr. Camerato. (*Testimony of Casali*)⁴

³ According to the applicable Collective Bargaining Agreement, “To receive compensation when on sick leave, an employee must notify the Authority prior to, or within one-quarter (1/4) hour, after the time set for the beginning of the regular work day” and “For sick leave of five (5) days or more a physician’s certificate may be required.” (*Exh. 1, Article 19.1.E & 19.1.I*)

⁴ Mr. Camerato’s mailbox is one of approximately 24 mailboxes, each assigned to an FHA management or staff member, where they receive both inter-office and outside mail. (*Testimony of Landers, Casali & Camerato*)

14. Mr. Camerato denied ever receiving the December 12, 2018 doctor's note. (*Testimony of Camerato*)

15. On December 16, 2018, Mr. Serfozo sent a text message to Mr. Camerato which stated: "Hello David! I call sick tomorrow 12/17/20018 Thanks Imre", to which Mr. Camerato texted the reply: "Ok". (*Exh. 15; Testimony of Appellant & Camerato*)

16. On December 17, 2018, Mr. Serfozo sent a text message to Mr. Camerato which stated: "Hello David I call sick for this week. I send you Doctor's Note thx imre 12/17/2018 to 12/21/2018 thx", to which Mr. Camerato texted the reply: "Ok" (*Exh. 15; Testimony of Appellant & Camerato*)

17. On December 18, 2018, Mr. Serfozo saw his doctor who noted "Severe Stress, High Pressure readings, Headaches" and prescribed an increase in his medication. He provided Mr. Serfozo a doctor's note stating: "Imre Serfozo is my patient. He has a heart condition. There has been severe stress in the workplace. This is affecting his health. Please excuse him from work from 12/17/2018 until Dec. 31, 2018." (*Stipulated Facts; Exhs.9,17&19; Testimony of Appellant*)

18. Mr. Serfozo provided the December 18, 2018 doctor's note to Mr. Casali for delivery to Mr. Camerato. (*Testimony of Appellant, Casali & Herwick*)

19. Mr. Casali brought the December 18, 2018 note to work and placed it in the mailbox he understood to be assigned to Mr. Camerato. (*Testimony of Casali*)

20. Mr. Camerato denied ever receiving the December 18, 2018 doctor's note. (*Testimony of Camerato*)

21. On December 19, 2018, a private attorney wrote to Mr. Serfozo's doctor stating that he was "assisting" Mr. Serfozo "in matters relating to his work-related stress claim", stating, in part:

"I am currently in receipt of your note dated 12/18/18 stating that Mr. Serfozo is experiencing work related stress and that he should remain out of work until December

31, 2018. It is my suspicion after speaking with him, that you and he most likely discussed a return to work date and possibly you both agreed upon December 31. What I would like to know from you is whether he would be disabled due to the aforementioned work stress past the date of December 31st? After speaking with Mr. Serfozo, it is apparent that he would like to perhaps downplay the significance of his condition in favor of returning to work sooner than he should. I told him I would contact you to discuss just that and he agreed with me that he probably should not return to work that soon.”

“Therefore, I would appreciate it if you would dictate a short narrative commenting on whether you believe this work-related disability would extend beyond December 31st.”

*(Exh.9)*⁵

22. On December 24, 2018, Mr. Serfozo sent a text message to Mr. Camerato which stated:

“Hello David im out for sick for further notice I give you doctors note thank you! imre.” *(Exh. 15; Testimony of Appellant)*

23. Mr. Camerato’s reply, if any, to Mr. Serfozo’s December 24, 2018 note was included in the e-mail trail introduced in evidence and not otherwise produced. *(Exh. 15)*

24. For the period from December 13, 2018 through December 31, 2018, Mr. Serfozo’s personnel time records reflected twelve (12) days of absence for “Sick – no doc”. *(Stipulated Facts; Exh. 7)*

25. On December 27, 2018, Mr. Landers contacted Mr. Serfozo and told him that his complaint about the mechanic “was all taken care of”. Mr. Serfozo was not satisfied with the explanation and, later that day, Mr. Serfozo contacted the FHA HR office and requested that Mr. Camerato refrain from contacting him again directly. *(Testimony of Appellant, Landers & Camerato)*

26. On January 2, 2019, the private attorney spoke by telephone with FHA counsel and informed the counsel that Mr. Serfozo was scheduled to see his doctor again the next day and

⁵ The attorney’s letter refers to an ongoing pattern of harassment “on a fairly regular basis” due to Mr. Serfozo’s “Polish heritage” as well as a heart attack he suffered in 2013 while “shoveling snow”. There was no evidence introduced to support these assertions and I give none of them any weight. *(Exh. 9)*

that he would request a medical note to provide to the FHA following that visit. (*Exh. 4 & 19; Testimony of Appellant*)

27. On January 3, 2019, Mr. Serfozo saw his doctor who provided him with a doctor's note which stated:

“My understanding is that Imre Serfozo was attacked at work, his coworker attempted to strike him but was kept off by other coworkers.”

“This is not a reasonable work situation. Imre Serfozo has a heart condition and no one should have to work alongside [a person] who has attempted to attack him.”

“It is medically necessary for Imre Serfozo not to work with his attempted attacker.”

(*Exhs. 10 & 19: Testimony of Appellant*)

28. Mr. Serfozo provided the January 3, 2019 doctor's note to Mr. Casali for delivery to Mr. Camerato. (*Testimony of Appellant, Casali & Herwick*)

29. Mr. Casali brought the January 3, 2019 note to work and placed it in the mailbox he understood to be assigned to Mr. Camerato. (*Testimony of Casali*)

30. Mr. Camerato denied ever receiving the January 3, 2019 doctor's note. (*Testimony of Camerato*)

31. On January 8, 2019, FHA counsel wrote to the attorney, stating that the FHA had not received the promised medical documentation and “is at a loss to understand Mr. Serfozo's absence, which is unsupported and undocumented.” The letter further stated that unless Mr. Serfozo produced “appropriate supporting medical documentation” by Friday January 11, 2019 or appeared for work as scheduled on or before January 14, 2019, the FHA “will be forced to consider disciplinary action based on Mr. Serfozo's apparent decision to abandon his job.” (*Exh. 4*)

32. On January 17, 2019, FHA counsel sent an e-mail to Mr. Serfozo's counsel stating, as that neither he nor the FHA had received any reply to the January 8, 2019 letter, Mr. Serfozo's

“apparently abandoned his job. If this is not the case, immediate communication and an explanation of events is essential.” (*Exh. 5*)

33. The private attorney never replied to the January 8, 2019 letter or the January 17, 2019 e-mail from FHA counsel. (*Exh. 6*)

34. Mr. Serfozo’s personnel attendance records for January 2, 2019 show the following entry:

“Sick –no doc” and “Doc Note due on the 3rd –Only Atty for contact.”

The entry for January 3, 2019 stated: “Sick –no doc”. Beginning on January 4, 2019 through January 22, 2019, the entries stated:

“Sick—no doc” and “started using vacation time.”

The evidence does not establish who authorized or directed that these entries be made. Upon being shown the personnel attendance record, Mr. Landers believed that Mr. Serfozo must have called the HR department, at least, as to the use of vacation time, but Mr. Serfozo did not do so. (*Stipulated Facts; Exh. 7; Testimony of Appellant & Landers*)

35. By letter dated January 22, 2019, FHA Deputy Executive Director informed Mr. Serfozo that the FHA “effective immediately has terminated your employment, as evidenced by your job abandonment.” The letter recited the chronology of Mr. Serfozo’s absence from December 12, 2018 through the date of the letter, during which he “never notified the FHA of an illness or other reason for your absence” and, despite promises by “your attorney” that medical documentation would be forthcoming, that none was received, and concluded that the FHA “is left with no option but to conclude you are no longer interested in working for the Authority and have abandoned your job.” (*Stipulated Facts; Exhs. 6 & 7*)

36. On January 23, 2019, Mr. Serfozo, through his union, filed a grievance protesting his termination. (*Stipulated Facts; Exh. 10*)

37. On January 24, 2019, Mr. Camerato filed the Step 1 Maintenance Supervisor's Answer as: "Employee abandoned his job" (*Exh. 11*)

38. On February 8, 2019, a "Step 2" grievance hearing was held before the FHA Executive Director, Paul Landers. Mr. Serfozo appeared with union representation. During this hearing, Mr. Landers received a copy of the December 19, 2018 letter from the private attorney, which referred to the doctor's note of December 18, 2018, as well as a copy of the January 3, 2019 letter from Mr. Serfozo's doctor. The union representative also argued that, under civil service law, Mr. Serfozo was entitled to a hearing before the FHA Board prior to any termination of his employment. (*Stipulated Facts; Exhs. 8, 11 & 13; Testimony of Appellant & Landers*)

39. On or about February 11, 2019, Mr. Landers issued his decision: "Jan 22, 2019 notice rescinded. Disciplinary proceeding to commence immediately." (*Stipulated Facts; Exhs. 8, 11 & 13; Testimony of Landers*)⁶

40. By letter dated February 13, 2019, FHA Executive Director Paul Landers informed Mr. Serfozo that, pursuant to civil service law, the FHA Board will hold a hearing on February 21, 2019 to consider "the termination of your employment as a maintenance aide for just cause, your decision to abandon your job." The letter recited the events beginning with Mr. Serfozo's automobile accident in November 2018, through the confrontation with the mechanic upon his return on December 11, 2019, his subsequent complaint, his absence thereafter, alleged failure to inform the FHA as to his intention to return to duty or provide medical documentation to justify the absence, and the recession of the January 22, 2019 termination. He concluded by stating:

"It is my opinion that you abandoned your job and thus resigned from the Authority. The behavior constitutes just cause under the civil service statute for the FHA to formally end your employment by accepting your resignation. It also constitutes just cause for this purpose as the term is used in the Maintenance Employees Agreement. At the hearing on

⁶ Based on colloquy with counsel, the FHA has not, however, provided Mr. Serfozo, back pay or adjust his sick time and vacation time balances for any period after January 22, 2019.

February 21, 2019, I will propose to the Board of Commissioners that the Authority do so.”

(Stipulated Facts; Exh.11)

41. The hearing before the FHA Board was convened, as scheduled, on February 21, 2019, with four of the five FHA Commissioners present. Mr. Serfozo appeared with union representation, testified and presented a written statement. He attributed his absence to the stress that he was under after being verbally harassed and physically threatened by an FHA coworker who “still works here” and his concern that the FHA’s response did “not make me feel comfortable to return back to work” unless the FHA could “promise me a safe working environment and that this would not happen again.” *(Stipulated Facts; Exh. 12)*

42. Immediately following the hearing, the FHA Commissioners deliberated in executive session and voted to discharge Mr. Serfozo from his position with the FHA. *(Testimony of Starr)*

43. By letter dated February 22, 2019 from Stephen Starr, Chairman of the FHA Board, Mr. Serfozo was informed that the Board found that “you ignored the Authority’s several requests to provide medical information to support your absence, knew that medical information was necessary and broke your promises to supply it, decided not to request a leave of absence, did not give any indication that you wished ever to return to work, and refused to communicate about your absence while cavalierly assuming the Authority would use your sick and vacation time benefits to pay your regular salary.” The Board concluded that Mr. Serfozo “abandoned [his] job by failing to appear for work for a roughly six-week period, without explanation or excuse, despite the Authority’s repeated requests for supporting medical information” and, therefore, his employment with the FHA was terminated effective immediately. *(Stipulated Facts; Exh.13)*

44. This appeal duly ensued. *(Claim of Appeal)*

APPLICABLE LEGAL STANDARD

A tenured housing authority employee (with at least five years' service) may be discharged only for "just cause" after due notice, hearing (which must occur prior to discipline if it involves a suspension of more than five days) and a written notice of decision that states "fully and specifically the reasons therefore." G.L.c.121A,§29; G.L.c.31,§41. An employee aggrieved by that decision may appeal to the Commission, pursuant to G.L.c.31,§43, for de novo review by the Commission "for the purpose of finding the facts anew." Town of Falmouth v. Civil Service Comm'n, 447 Mass. 814, 823 (2006) and cases cited.

The Commission's role is to determine "whether the appointing authority has sustained its burden of proving that there was reasonable justification for the action taken by the appointing authority." City of Cambridge v. Civil Service Comm'n, 43 Mass.App.Ct. 300, 304, rev.den., 426 Mass. 1102 (1997). See also Police Dep't of Boston v. Collins, 48 Mass.App.Ct. 411, rev.den., 726 N.E.2d 417 (2000); McIsaac v. Civil Service Comm'n, 38 Mass.App.Ct. 473, 477 (1995); Town of Watertown v. Arria, 16 Mass.App.Ct. 331, rev.den., 390 Mass. 1102 (1983).

An action is "justified" if it is "done upon adequate reasons sufficiently supported by credible evidence⁷, when weighed by an unprejudiced mind; guided by common sense and by correct rules of law." Commissioners of Civil Service v. Municipal Ct., 359 Mass. 211, 214 (1971); City of Cambridge v. Civil Service Comm'n, 43 Mass.App.Ct. 300, 304, rev.den., 426 Mass. 1102 (1997); Selectmen of Wakefield v. Judge of First Dist. Ct., 262 Mass. 477, 482 (1928) See also Mass. Ass'n of Minority Law Enforcement Officers v. Abban, 434 Mass. 256, 264-65 (2001).

⁷ The credibility of live testimony lies within the purview of the hearing officer. See Covell v. Dep't of Social Services, 439 Mass. 766,787 (2003); Doherty v. Ret.Bd.of Medford, 425 Mass. 130,141 (1997); Embers of Salisbury, Inc. v. Alcoholic Bev. Control Comm'n, 401 Mass. 526,529 (1988); Leominster v. Stratton, 58 Mass.App.Ct. 726,729 (2003).

The Commission determines justification for discipline by inquiring, "whether the employee has been guilty of substantial misconduct which adversely affects the public interest by impairing the efficiency of public service." School Comm. v. Civil Service Comm'n, 43 Mass.App.Ct. 486, 488, rev.den., 426 Mass. 1104 (1997); Murray v. Second Dist. Ct., 389 Mass. 508, 514 (1983) The Commission is guided by "the principle of uniformity and the 'equitable treatment of similarly situated individuals' [both within and across different appointing authorities]" as well as the "underlying purpose of the civil service system 'to guard against political considerations, favoritism and bias in governmental employment decisions.'" Town of Falmouth v. Civil Service Comm'n, 447 Mass. 814, 823 (2006) and cases cited. It is also a basic tenet of "merit principles" which govern civil service law that discipline must be remedial, not punitive, designed to "correct inadequate performance" and "separating employees whose inadequate performance cannot be corrected." G.L. c.31,§1.

G.L.c.31, Section 43 vests the Commission with "considerable discretion" to affirm, vacate or modify discipline but that discretion is "not without bounds" and requires sound explanation for doing so. See, e.g., Police Comm'r v. Civil Service Comm'n, 39 Mass.App.Ct. 594, 600 (1996) ("The power accorded to the commission to modify penalties must not be confused with the power to impose penalties ab initio . . . accorded the appointing authority") Id., (*emphasis added*). See also Town of Falmouth v. Civil Service Comm'n, 447 Mass. 814, 823 (2006), quoting Watertown v. Arria, 16 Mass.App.Ct. 331, 334 (1983).

ANALYSIS

The FHA failed to prove that it had just cause to terminate Mr. Serfozo from his employment as a Maintenance Aide. The preponderance of the evidence proved that he did not abandon his job. His absence from work after the December 11, 2018 incident in which he was threatened by

a coworker was due to his fear of returning to duty without assurance that the offensive behavior to which he was subjected would not be repeated in the future. He put the FHA on notice of his concerns and procured two letters from his doctor that supported his absence for medical reasons. He kept his supervisor personally informed of his absences through the end of December and, upon learning that the FHA had “taken care of” the incident (by a two-day suspension) without interviewing him or other witnesses, he engaged an attorney to advocate for his “safe” return to work, and obtained a third doctor’s note to excuse his continued absence until further notice. I find his concerns were reasonable and made in good faith.

I find credible the testimony of the Appellant and Mr. Casali, Mr. Serfozo’s neighbor and coworker to whom Mr. Serfozo entrusted the delivery of the three doctor’s notes he procured. I find less credible the testimony by Mr. Camerato that he never received those documents, as there is no follow-up to that effect (inquiring about the lack of receipt of the promised medical notes) neither in the text messages he exchanged with Mr. Serfozo for several weeks thereafter nor in any of the phone conversations they had. I am also perplexed that the attorney who Mr. Serfozo retained stopped communicating with the FHA sometime in early January 2019, without explanation and without evidence that Mr. Serfozo had been so informed.

I have considered whether or not Mr. Serfozo should bear some responsibility if, in fact, the notes provided to Mr. Casali in December 2018 and January 2019 somehow did go astray, and for the failure of the private attorney to respond to the FHA after speaking with FHA counsel on January 2, 2019. The preponderance of the evidence, however, convinces me that such snafus do not materially change the conclusion that there is no just cause for the FHA to doubt, at the time of the decision to terminate his employment on February 21, 2019, that Mr. Serfozo remained out of work on his doctor’s orders and that he did not abandon his job but wanted to return to

duty only after he was assured that the FHA took appropriate measures to protect him from further verbal and physical threats from the co-worker who confronted him on December 11, 2018, and that he would be able to return to a “safe” working environment. No later than January 22, 2019, the date of his union’s grievance, FHA knew that Mr. Serfozo disputed Mr. Lander’s contention that he had abandoned his job and that the union, not the attorney was now acting on Mr. Serfozo’s behalf. By February 8, 2019, the FHA was fully aware that Mr. Serfozo had procured contemporaneous medical documentation supporting his absence from December 12, 2018 through that date. The FHA does not dispute the bona fides of that documentation. Whatever uncertainty may have existed regarding Mr. Serfozo’s intentions prior to February 8, 2019, that uncertainty was fully clarified by the date of the initial hearing on February 8, 2019.

CONCLUSION

Accordingly, for the reasons stated, the appeal of the Appellant, Imre Serfozo, in Appeal D1-19-027 is ***allowed***. The discharge is vacated and the Appellant shall be restored to all compensation and benefits to which he is entitled.

Civil Service Commission

/s/ Paul M. Stein

Paul M. Stein

Commissioner

By vote of the Civil Service Commission (Bowman, Chairman; Camuso, Ittleman, Stein & Tivnan, Commissioners) on March 12, 2020.

Either party may file a motion for reconsideration within ten days of the receipt of this Commission order or decision. Under the pertinent provisions of the Code of Mass. Regulations, 801 CMR 1.01(7)(l), the motion must identify a clerical or mechanical error in this order or decision or a significant factor the Agency or the Presiding Officer may have overlooked in deciding the case. A motion for reconsideration **does not** toll the statutorily prescribed thirty-day time limit for seeking judicial review of this Commission order or decision.

Under the provisions of G.L. c. 31, § 44, any party aggrieved by this Commission order or decision may initiate proceedings for judicial review under G.L. c. 30A, § 14 in the superior court within thirty (30) days after receipt of this order or decision. Commencement of such proceeding shall not, unless specifically ordered by the court, operate as a stay of this Commission order or decision. After initiating proceedings for judicial review in Superior Court, the plaintiff, or his / her attorney, is required to serve a copy of the summons and complaint upon the Boston office of the Attorney General of the Commonwealth, with a copy to the Civil Service Commission, in the time and in the manner prescribed by Mass. R. Civ. P. 4(d)

Notice:
S.L. Romano. (for Appellant)
Jack K. Merrill, Esq. (for Respondent)