UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424

DEPARTMENT OF THE AIR FORCE, GRIFFISS AIR FORCE BASE (ROME, NEW YORK) Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2612, AFL-CIO Charging Party	Case No. 1-CA-70219

Major Steven E. Sherwood
For the Respondent

Joseph W. Sallustio
For the Charging Party

Gerard M. Greene, Esq.
For the General Counsel

Before: SALVATORE J. ARRIGO
Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code, 5 U.S.C. § 7101, et seq. (herein the Statute).

Upon an unfair labor practice charge having been filed by the captioned Charging Party (herein the Union) against the captioned Respondent, the General Counsel of the Federal Labor Relations Authority (herein the Authority), by the Regional Director for Region I, issued a Complaint and Notice of Hearing alleging Respondent violated the Statute by instituting a policy of referring major traffic infractions to U.S. Magistrate's Court without giving the Union notice of the change and/or an opportunity to bargain over the impact and implementation of the change.

A hearing on the Complaint was conducted in Rome, New York at which all parties were represented and afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. Briefs were filed by all parties and have been carefully considered.1/

Upon the entire record in this case, my observation of the witnesses and their demeanor and from my evaluation of the evidence, I make the following:

Findings of Fact

At all times material the Union has been the exclusive collective bargaining representative of various of Respondent's employees located on Griffiss Air Force Base (herein the Base) in Rome, New York. The collective bargaining unit consists of approximately 1500 employees.

Sometime around early 1987 Respondent decided it would have "petty offenses and misdemeanors" committed on the Base by civilian employees, particularly major traffic offenses, referred to the U.S. Magistrate's Court in Syracuse, New York (about 42 miles from the Base) for prosecution by the U.S. Attorney's office. A number of Respondent's staff attorneys would be designated Special Assistant U.S. Attorney's to litigate those cases the Assistant U.S. Attorney decided to prosecute. Prior thereto, major traffic offenses such as driving while intoxicated (DWI) were disposed of on the Base by possible revocation of base driving privileges and the imposition of administrative

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1/ Counsel for the General Counsel's unopposed motion to amend the transcript as to minor matters and correct the transcript is hereby granted.

sanctions regardless if the offense occurred on or off-duty hours.2/

In late February or early March 1987 the policy change was implemented as to off-duty hours traffic infractions by civilian employees. Respondent did not believe it had any obligation to bargain with the Union concerning enforcement of this policy against unit employees while off-duty and accordingly did not notify the Union of this change in policy. Thus, the record reveals that sometime in late February or early March 1987 a unit employee named Millard was charged with DWI on the Base while off-duty. The case was prosecuted in the U.S. Magistrate's Court and Millard pleaded guilty to the lesser offense of driving while impaired. In mid-March 1987 another unit employee, Roy Waldron, was ticketed for DWI on the Base while off-duty and the matter was sent to U.S. Magistrate's Court in Syracuse, New York for trial.3/ Waldron has challenged the allegation and engaged an attorney to litigate the matter.4/ If found guilty, Waldron could be fined and referral of the matter to New York State authorities, a likely eventuality, could result in loss of his driver's license. At the Base, Waldron has already received an official admonishment from his supervisor regarding the incident.

Respondent notified the Union of this new Magistrate's program by letter dated April 3, 1987. That letter sent by Staff Judge Advocate, Lt. Col. Richard O'Hair, stated:

> "1. This is to advise you that, by order of Colonel James N. Hockney, Commander, Griffiss Air Force Base, members of your union employed at Griffiss Air Force Base will be subject to prosecution in U.S.

2/ While off-duty, employees are permitted free access on the Base including use of various clubs which serve alcoholic beverages.

3/ Waldron was apprehended around 1:00 a.m. after having spent several hours at a Base club.

4/ Thus far Waldron has accumulated $500 in legal fees and has used numerous hours of annual leave to meet with his lawyer and make court appearances. The matter had not yet come to trial when the hearing in this case was conducted.

Magistrate's Court for commission of petty offenses and misdemeanors on the base. Offenders will be cited via a DD Form 1805 (violation notice), criminal complaint, or information filed with the U.S. District Court Clerk's Office. Certain offenses require an appearance before the U.S. Magistrate in Syracuse, regardless of whether the defendant intends to plead guilty. Others may be settled by mailing in a pre-determined fine, if the defendant does not intend to contest the ticket.

"2. DOD civilian employees will not, however, be prosecuted for minor traffic offenses. A "minor" traffic offense is one that if handled through the Magistrate's system, could be settled by submission of a pre-determined fine. Such minor traffic offenses will continue to be cited on a DD Form 1408, and will be handled, as before, through the employee's supervisor and the personnel system. Note that offenses such as driving while intoxicated or with ability impaired, driving with a suspended or revoked license, driving an uninsured vehicle, and reckless driving are not "minor" traffic offenses and will be referred to U.S. Magistrate's Court for prosecution.

"3. This policy will become effective on 20 April 1987. You have until 15 April 1987 to voice any objections or suggest changes. Please submit your comments to me in writing. My address is . . . .

"4. Since misconduct by your members is rare, I expect the impact of this policy to be slight. If you have any questions, contact me at . . . ."

Pursuant to this new policy, which was applicable to both on-duty and off-duty conduct, employees would continue to be open to receive administrative discipline as well. On April 8, Col. O'Hair's letter came to the attention of Union President Joseph Sallustio who had been a steward for several years previously and was elected to office in the evening of

April 7. 5/ Union President Sallustio called Col. O'Hair on April 8 concerning the change. Sallustio told O'Hair he couldn't agree to the change in policy and wanted to talk about the matter and bargain on the impact of the change on civilian employees. Sallustio questioned O'Hair's solicitation of "comments" noting comments were not proposals. O'Hair indicated having written proposals would facilitate the discussion.6/ The parties mutually agreed to meet on Friday, April 17. O'Hair then called William DeSantis, Base Labor Relations Officer, and told him of his call from Sallustio. DeSantis indicated he wished to be present when the matter was discussed.

On April 17, 1987 at 1:30 p.m. Col. O'Hair and Labor Relations Office DeSantis met with Union President Sallustio and Union Chief Steward, Bobby Meehan. The meeting lasted about 45 minutes. 7/ When Sallustio arrived DeSantis stated that if the Union had any proposals, they would like to have them in writing. Sallustio replied he didn't have time to prepare them. No other comment was made regarding written proposals. During the early part of this meeting O'Hair explained why the Magistrate system was being implemented for civilians and spoke about his experience at other bases and the equity of treating military and civilian offenders

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5/ A stamp-mark on the letter indicating "April 7" was identified by Sallustio as the date his secretary stamped the letter.

6/ The parties collective bargaining agreement does not require negotiation proposals be submitted in writing.

7/ The following account is taken primarily from the versions given by DeSantis and O'Hair whose testimony was mutually corroborative. Both testified in a forthright and responsive manner. I was impressed with DeSantis' demeanor. I found Sallustio's testimony inconsistent and confusing in various respects. I also noted that although Sallustio's version of what occurred at the April 17 meeting was similar to that given by DeSantis and O'Hair, it nevertheless varied as to certain material matters. However, Union Steward Meehan was not called to testify to support Sallustio's version and no reason for this failure was proffered or evident from the record. See Bureau of Engraving and Printing, 28 FLRA 796 (1987) at 802.

similarly for similar offenses.8/ Sallustio expressed his opposition to the program indicating concern that over-zealous, young, incompetent security policeman would be arresting people who in fact did nothing wrong. O'Hair assured Sallustio that security policemen would not "target" any particular group other than law offenders. Sallustio complained that the program would result in civilians incurring expenses of going to court, hiring an attorney as well as using annual leave to travel to and appear at Magistrate's Court in Syracuse. O'Hair replied to the effect that the employee would have to bear that burden but would be no worse off than if arrested in Rome or Utica.9/ Sallustio argued that there was no need to prosecute civilian employees since the Air Force civilian disciplinary system was available and using both methods to punish offenders was a form of "double jeopardy." O'Hair responded that the installation Commander and he concluded the civilian disciplinary system was not adequate and it was inequitable to exclude employees in that non-Department of Defense civilians (dependents of military personnel and visitors to the Base) arrested on the Base would nevertheless be prosecuted before the U.S. Magistrate. Sallustio took the position that employees with alcohol problems should not be punished, but rehabilitated.10/ Sallustio complained that the Base was creating the problem by encouraging civilians to join clubs on the Base which sold alcoholic drinks and contended management should not be punishing employees after encouraging them to drink on the Base. Sallustio or Meehan indicated that the parties had reached agreement a number of years ago that these cases would not be prosecuted by the U.S. Attorney's office. DeSantis replied management had at that time proposed to have the U.S. Attorney's office prosecute such cases and withdrew the proposal, but no "agreement" was reached on the matter. Either O'Hair and DeSantis indicated the matter had been fully discussed and DeSantis told Sallustio management intended to implement the new policy on April 20, the following Monday, notwithstanding

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8/ Management concluded that all matters concerning off-duty enforcement of this policy was not negotiable and had conveyed this to the Union. Accordingly, the parties were only considering on-duty actions at this meeting.

9/ Another nearby city.

10/ Neither O'Hair nor DeSantis could recall what response, if any, O'Hair made to this remark.

Sallustio's comments. Sallustio said he might be calling a mediator and DeSantis stated he felt a mediator would be inappropriate since Sallustio's position was management shouldn't implement and that issue was not up for discussion but he should do whatever he wished, and the meeting ended.

O'Hair testified that although he was not experienced at negotiations, and it was not his "role" and he did not anticipate "bargaining" with Sallustio at the meeting, his purpose was to give Sallustio an opportunity to provide his objections, comments and proposals. However, he further testified that he did not consider that Sallustio made any "proposals" and testified that if "bargaining" was necessitated it would have taken place but he didn't think he'd be the chief negotiator with the Union. He also testified that at the conclusion of the April 17 meeting he intended to implement the change unless "something intervening" caused him to change his mind. DeSantis, whose duties include being Respondent's chief spokesman for contract negotiations and mid-term bargaining, testified that the purpose of the April 17 meeting was to hear whatever the Union had to say about the change and that O'Hair was willing to arrive at a "mutual resolution" of anything they could. However, DeSantis also did not conclude Sallustio made any "proposals."

On Monday April 20, 1987 Respondent implemented that part of its Magistrate policy as applicable to on-duty driving offenses.

Discussion and Conclusions

Counsel for the General Counsel essentially contends Respondent violated section 7116(a)(1) and (5) of the Statute in that the impact and implementation of the U.S. Magistrate's Court program concerns a condition of employment within the meaning of section 7103(a)(14) of the Statute 11/

11/ Section 7103(a)(14) provides:

"(14) 'conditions of employment' means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters --

(Footnote continued)

and Respondent implemented the plan without giving the Union appropriate notice of its intention and an opportunity to bargain concerning the impact and implementation of the program. Respondent contends the decision to refer major traffic offenses for prosecution does not involve a condition of employment and Respondent was free of any bargaining obligation when it decided to have traffic violations prosecuted before a U.S. Magistrate. Respondent also takes the position that it particularly had no duty to bargain with the Union with regard to off-duty employee misconduct and it satisfied any obligation it had with respect to negotiating concerning on-duty employee conduct.

The decision to make the change herein is not a matter over which Respondent was obligated to bargain nor was it alleged to be. See Department of the Air Force, Malmstrom Air Force Base, Malmstrom Air Force Base, Montana, 2 FLRA 12 (1979) and Philadelphia Naval Shipyard, Department of the Navy 15 FLRA 26 (1984). However, even though an agency is not obligated to bargain over a particular decision, it may be required to bargain over the impact and implementation of that decision. Section 7106(b)(2) and (3) of the Statute provides:

> "(b) Nothing in this section shall preclude any agency and any labor organization from negotiating --
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> "(2) procedures which management officials of the agency will observe in exercising any authority under this section; or
>
> "(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

11/ (Footnote continued)

"(A) relating to political activities prohibited under subchapter III of chapter 73 of this title;

"(B) relating to the classification of any position; or

"(C) to the extent such matters are specifically provided for by Federal statute; . . ."

The Authority has previously found the implementation of referral of such matters to a U.S. Magistrate's Court was a matter affecting working conditions. Thus, in Malmstrom Air Force Base, supra. a case decided under Executive Order 11491, the predecessor to the Statute in governing labor-management relations in the Federal Sector, the Malmstrom Base Commander instituted a Magistrate system for employees cited with traffic and parking violations by base police. It appears the program was applicable to both on-duty and off-duty violations. The Authority found Malmstrom's failure to afford the union therein an opportunity to bargain over the impact and implementation of the Magistrate system violated the Executive Order since the change concerned a matter affecting working conditions within the meaning of section 11(a) of the Order.12/ The Authority subsequently had occasion to treat a similar matter concerning instituting a Magistrate system under the Statute in Philadelphia Naval Shipyard, supra, 15 FLRA 26 (1984). In that case the Authority found the Activity violated the Statute when it failed to bargain with the union over the impact and implementation of a Magistrate system wherein all traffic violations and non-traffic offenses committed on the base were referred to a Federal Magistrate's Court. Employees were also subject to agency discipline for this conduct. It would appear that both on-duty and off-duty conduct was subject to Magistrate's Court referral. See Philadelphia Naval Shipyard at p. 34, paragraph 8.

In a later case, Defense Logistics Agency, Alexandria, Virginia and Defense Construction Supply Center, Columbus, Ohio, 22 FLRA 327 (1986), the General Counsel alleged the agency violated the Statute by implementing a system whereby minor traffic and criminal offenses that occurred at the agency's facility were processed through the U.S. Magistrate system using agency staff attorney's as representatives of the United States Attorney without the employer fulfilling

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12/ Section 11(a) of Executive Order 11491 provided in relevant part:

> ". . . An agency and a labor organization that has been accorded exclusive recognition, through appropriate representatives, shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate . . ."

its bargaining obligations with the union. Employees were also subject to agency discipline for this conduct. The Authority held in agreement with the Administrative Law Judge that no change in practice occurred since unit employees had always been subject to prosecution by the U.S. Attorney and the activity's action did not result in imposition of any new penalties, investigative procedures or regulations. The Administrative Law Judge also found that although employee conduct which was the focus of the prosecution occurred on the agency's premises, such actions were personal and not employment related. In a footnote, Authority Chairman Calhoun stated he agreed with the Judge's conclusion that the matter did not involve conditions of employment of unit employees. Authority Member Frazier, the only other Authority member participating in the decision found it unnecessary to pass upon this in light of the Authority's finding that no change was involved. Notwithstanding the dictum found in Defense Logistics Agency, supra, I am compelled to follow outstanding Authority precedent and the Authority's decisions in Malmstrom Air Force Base and Philadelphia Naval Shipyard, supra, which clearly hold that matters such as those at issue herein are negotiable as to impact and implementation. Accordingly, I conclude Respondent's referral of major traffic violations by unit employees, whether such violations occurred on-duty or off-duty, concerned conditions of employment within the meaning of section 7103(a)(14) of the Statute and Respondent was required to negotiate with the Union concerning the impact and implementation of its decision.

Respondent implemented the change in policy regarding off-duty violations prior to giving the Union notice and an opportunity to negotiate on the change. Accordingly, since the matter was negotiable, I conclude Respondent violated the Statute with regard to off-duty violations.

As to implementing the change in policy for on-duty violations, Respondent notified the Union of its change in policy by letter dated April 3, 1987, a Friday. Assuming the letter was received by the Union on April 7, the date stamped by President Sallustio's secretary, the Union had almost two full weeks to negotiate on the matter prior to April 20, the date Respondent's letter set for implementation of the change. Although Sallustio called Col. O'Hair on April 8 indicating his desire to negotiate on the matter, Sallustio was satisfied to have his first meeting with Respondent to discuss the change on Friday April 17, even though the change was scheduled to be implemented on the following Monday.

Sallustio chose not to provide Respondent with any written proposals but decided instead to orally discuss the matter on April 17. Rather than present clearly defined proposals, Sallustio's approach at the meeting was to present reasons why the change in policy could not be put into effect. Thus, based upon my credibility findings, Sallustio raised problems in implementing the policy by security policemen, pointed out that additional expenses and annual leave would be incurred by employees having to travel to Syracuse to appear before Magistrate's Court, noted that on-base discipline was adequate and further prosecution would add another punishment for such offenses, and suggested that rehabilitation and not punishment was more appropriate for employees who had problems with alcohol. Sallustio further complained management was at fault for encouraging employees to join clubs which serverd alcohol and the Union raised a purported prior agreement between management and the Union on referring these cases to the U.S. Attorney's office for prosecution. Respondent discussed the issues raised by Sallustio giving its reasons for finding Sallustio's positions unacceptable or disputed or rejected his contentions. Simply stated, Respondent did not agree with Sallustio that the change in policy should not be implemented or that any complaints raised by him were valid.

Counsel for the General Counsel, adverting to Col. O'Hair's testimony regarding his authority to negotiate at the April 17 meeting, suggests Respondent did not approach the meeting prepared or willing to negotiate with the Union to the change.13/ Section 7103(a)(12) defines collective bargaining as:

> "the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining

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13/ This conduct was not alleged in the Complaint as an independent violation of the Statute.

agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession(.)"

In addition, section 7114(b) provides, in relevant part:

> "(b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation --
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> "(1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement; (and)
>
> "(2) to be represented at the negotiations by duly authorized representatives prepared to discussed and negotiate on any condition of employment . . ."

I find the facts herein establish Col. O'Hair had authority to reject proposals he found nonnegotiable or unacceptable to management. I further construe the facts to indicate that if at the meeting the Union made proposals or suggestions which O'Hair concluded were negotiable and acceptable to management, he could not have come to a final agreement on the matter. However, Respondent's chief negotiator was present at the meeting and O'Hair did have authority to delay implementation of the change and arrange for further negotiations to proceed thereon. In all the circumstances I conclude Respondent fulfilled its obligation to provide representatives at the meeting empowered to negotiate on its behalf.

In my view the facts found herein demonstrate Respondent satisfied its Statutory bargaining obligations with the Union on its change in policy to refer on-duty traffic violations to the U.S. Magistrate's Court for prosecution. The Union had timely notice of the change and an adequate opportunity to negotiate. The Union was obviously satisfied to wait until the eleventh hour to meet with management. During the discussion which ensued on April 17 the Union was given full opportunity to present its position, however Sallustio's concern was not to negotiate on the impact and implementation of the change and present appropriate proposals. Rather, the entire thrust of his approach on April 17 was to convince management to abandon the Magistrate's Court program and

leave discipline at the base level. Management considered the Union's arguments and discussed the matter but rejected altering its intentions and saw no need to modify its position. It therefore fulfilled its requirement to bargain with the Union on the impact and implementation of the change in policy as applicable to on-duty violations as required by the Statute. See Veterans Administration Outpatient Clinic, Los Angeles, California 22 FLRA 399 (1986).

With regard to an appropriate remedy, considering the circumstances herein along with the factors set forth in Federal Correctional Institution, 8 FLRA 604 (1982), I conclude a status quo ante remedy, as requested by Counsel for the General Counsel, is warranted.14/

Accordingly, in view of the entire foregoing I recommend Authority issue the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the Department of the Air Force, Griffiss Air Force Base (Rome, New York), shall:

1. Cease and desist from:

(a) Instituting changes in the method of handling major traffic infractions by prosecution in U.S. Magistrate's Court for off-duty offenses without first providing notice and affording American Federation of Government Employees, Local 2612, AFL-CIO, the exclusive collective bargaining representative of a unit

14/ I find no merit to Respondent's contention that a status quo ante remedy should not be given since it would apply to only a portion of those civilians using the base and would therefore be "disruptive." There is no evidence in this record to support a finding that employees of other employees are located at the facility or that applying this program to other civilians and not to unit employees would create any hardship, especially when balanced against the adverse effects of the program on unit employees. Cf. Philadelphia Naval Shipyard, supra.

of its employees, an opportunity to bargain concerning the procedures to be observed in implementing such changes and appropriate arrangements for employees adversely affected thereby.

(b) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights assured by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative actions:

(a) Rescind the change in the method of handling major traffic infractions for off-duty offenses for unit employees represented by the American Federation of Government Employees, Local 2612, AFL-CIO, which subjected such employees to prosecution in U.S. Magistrate's Court.

(b) Make whole employee Roy Waldron and any other unit employee for any money which the employee expended to prepare and/or defend or be present at U.S. Magistrate's Court pursuant to the change in policy, including lawyer's fees and transportation costs, and restore any annual leave such employee might have been required to use in connection with litigation and the preparation thereof before U.S. Magistrate's Court.

(c) Serve a copy of this decision and order on the U.S. Magistrate and any other authorities who may have control of the matter and request the Magistrate and such other authorities give appropriate effect to this decision for the matters within their jurisdiction.

(d) Post at Griffiss Air Force Base copies of the attached Notice on forms furnished by the Authority. Upon receipt, the forms will be signed by the Base Commander and be posted and maintained for 60 consecutive days in conspicuous places, including all bulletin boards and other

places where notices to employees are customarily posted. Reasonable steps will be taken to ensure that these Notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director, Region I, Federal Labor Relations Authority, within 30 days of this Order and as required by section 2423.30 of the Authority's Rules and Regulations, of the steps which have been taken to comply.

SALVATORE J. ARRIGO
Administrative Law Judge

Dated: May 24, 1988
Washington, D.C.

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE PURPOSES OF

THE FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT institute changes in the method of handling major traffic infractions by prosecution in U.S. Magistrate's Court for off-duty offenses without first providing notice and affording American Federation of Government Employees, Local 2612, AFL-CIO, the exclusive collective bargaining representative of a unit of our employees, an opportunity to bargain concerning the procedures to be observed in implementing such changes and appropriate arrangements for employees adversely affected thereby.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce employees in the exercise of their rights guaranteed by the Statute.

WE WILL rescind the change in the method of handling major traffic infractions for off-duty offenses for unit employees represented by the American Federation of Government Employees, Local 2612, AFL-CIO, which subjected such employees to prosecution in U.S. Magistrate's Court.

WE WILL make whole employee Roy Waldron and any unit employee for any money which the employee expended to prepare and/or defend or be present at U.S. Magistrate's Court pursuant to the change in policy, including lawyer's fees and transportation costs, and restore any annual leave such employee might have been required to use in connection with litigation and the preparation thereof before U.S. Magistrate's Court.

WE WILL serve a copy of this decision and order on the U.S. Magistrate and any other authorities who may have control of the matter and request the Magistrate and such other authorities give appropriate effect to this decision for the matters within their jurisdiction.

_____
(Activity)

Dated: _____ By: _____
(Signature) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material.

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Region I, whose address is:
10 Causeway Street, Room 1017, Boston, Massachusetts 02222-1046, and whose telephone number is:
(617) 565-7280.