

# **Supplemental Digest and Index of Published Decisions of the Assistant Secretary of Labor for Labor-Management Relations Pursuant to Executive Order 11491, As Amended, July 1, 1977 through June 30, 1978**

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U.S. Department of Labor  
Labor-Management Services Administration





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Labor-Management Services Administration

U.S. Department of Labor  
Ray Marshall, Secretary  
Labor-Management Services Administration  
Francis X. Burkhardt  
Assistant Secretary of Labor for Labor-Management Relations  
Office of Federal Labor-Management Relations  
Louis S. Wallerstein, Director

This edition covers the period of July 1, 1977-June 30, 1978.  
It supplements three editions of the Digest and Index covering  
the period of January 1, 1970-June 30, 1977.

This edition contains a Table of Contents and  
Tables of Decisions and Reports on Rulings, each covering  
the period of July 1, 1977-June 30, 1978.

1978





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## PREFACE

This edition of the Supplemental Digest and Index (SDI) contains digests of all published decisions of the Assistant Secretary of Labor for Labor-Management Relations (A/S) pursuant to Executive Order 11491, as amended, from July 1, 1977 to June 30, 1978. Published decisions from January 1, 1970 to June 30, 1977, are contained in four previously published editions of the Digest and Index (DI).

The Digest section summarizes significant decisional material and is arranged in a functional classification under major headings and sub-headings, listed in the Table of Contents. It covers: (1) decisions after formal hearing or stipulated record; (2) Reports on Rulings of the A/S on requests for review of field-level actions (no Reports on Rulings of Assistant Secretary issued during this period); and (3) those rulings of the Federal Labor Relations Council which remanded cases to the A/S or modified his decisions.

Executive Order 11491 was amended, effective May 7, 1975, and the Regulations of the A/S were revised, effective May 7, 1975. Accordingly, careful attention should be given to the possible impact of the changes in the Order or the Regulations on decisional material in cases filed prior to such changes.

The full text of A/S decisions has been published in bound volumes entitled "Decisions and Reports on Rulings of the Assistant Secretary of Labor for Labor-Management Relations Pursuant to Executive Order 11491, as Amended." Past decisions may also be read at any Area Office of the Labor-Management Services Administration of the U.S. Department of Labor.

The SDI is intended as a guide to material in the A/S's published decisions but should not be used as a substitute for the full text of such decisions, nor should its contents be construed as official pronouncements or interpretations of the A/S.



TABLE OF ABBREVIATIONS

AA	Area Administrator, Labor-Management Services Administration, U.S. Department of Labor (formerly Area Director, Labor-Management Services Administration)
AC Petition	Amendment of Recognition or Certification Petition
AD	Area Director, Labor-Management Services Administration; now referred to as Area Administrator, Labor-Management Services Administration
ALJ	Administrative Law Judge (formerly Hearing Examiner)
AO	Area Office, Labor-Management Services Administration
ARD	Assistant Regional Director for Labor-Management Services; now referred to as Regional Administrator, Labor-Management Services Administration
A/S	Assistant Secretary of Labor for Labor-Management Relations
A/SLMR No.	Assistant Secretary for Labor-Management Relations Decision Number
CU Petition	Clarification of Unit Petition
DI	Digest and Index of Published Decisions of the Assistant Secretary of Labor for Labor-Management Relations
EO	Executive Order 10988 where indicated; otherwise references are to Executive Order 11491 in cases filed prior to 11-24-71, and to Executive Order 11491, as amended, subsequent thereto
FLRC	Federal Labor Relations Council
FLRC No.	Federal Labor Relations Council Decision Number
GS	General Schedule
HE	Hearing Examiner (Title changed to Administrative Law Judge)
HO	Hearing Officer

LMSA	Labor-Management Services Administration
LMWP	Office of Labor-Management and Welfare-Pension Reports
NE	No entry for period covered
OFLMR	Office of Federal Labor-Management Relations, Labor-Management Services Administration
RA	Regional Administrator, Labor-Management Services Administration (formerly Assistant Regional Director for Labor-Management Services)
RA Petition	Agency Doubt as to Representative's Status Petition
R A/S No.	Report on Ruling of the Assistant Secretary Number
Regs	Regulations of the Assistant Secretary of Labor for Labor-Management Relations
SDI	Supplemental Digest and Index of Published Decisions of the Assistant Secretary of Labor for Labor-Management Relations
Sec.	Section
UC	Unit Consolidation Petition
ULP	Unfair Labor Practice
WB	Wage Board



05 00 00 GENERAL PROVISIONS05 04 00 Definitions (Alphabetically Listed)  
(See also: 20 20 00, "Employee Categories and Classifications")

Informational Picketing. A/S stated that permissible informational picketing in Federal sector labor-management disputes is that which is directed at the general public, including organized labor groups, and which does not interfere or reasonably threaten to interfere with the operation of the affected Government agency. (Tidewater Virginia Federal Employees MTC, AFL-CIO, A/SLMR No. 867)

05 08 00 Coverage of Executive Order

Section 7(d)(1) of the Order does not confer any right upon employees to have a personal representative which is enforceable under Section 19 of the Order (DOD, Dependents Schools, Europe, A/SLMR No. 922)

A/S concluded that the Activity is an "agency" within the meaning of Section 2 (a) of the Order and that the Order thus applies to its employees. A/S noted that the Activity has been viewed as part of the executive branch by courts, and it is well established that the entire military establishment and the court-martial system are subject to the authority of the executive branch. A/S noted that, in his judgment, the finding that the Activity is an "agency" within the meaning of Section 2(a) of the Order for purposes of collective bargaining in no way conflicts with the Congressional concern that the Activity be independent in its adjudicatory role. (U.S. Court of Military Appeals, Washington, D.C., A/SLMR No. 1041)

05 12 00 Evidence05 12 04 Request for LMSA Documents and LMSA Personnel at Hearings

No Entries

05 12 08 Admissibility at Hearings

No Entries

05 16 00 Advisory Opinions

No Entries

05 20 00 Concurrent Related Cases

No Entries

05 24 00 Role of NLRB Decisions

No Entries

05 28 00 Service

No Entries

05 32 00 Transitional Problems

No Entries

05 36 00 Official Time

Respondent Activity did not violate Section 19(a)(1) and (6) of the Order by its unilateral implementation, after Complainant's request for negotiations, of a system for recording stewards' use of official time for representational activities, as there was an arguable basis under the parties' negotiated agreement for the Respondent Activity's position that "consultation" (as defined in the agreement) rather than negotiation fulfilled its obligations before implementing the record keeping system. Thus, the case involved differing and arguable interpretations of the agreement rather than a clear, unilateral breach which could be the basis for an unfair labor practice finding. (Warner Robins Air Logistics Cntr., Ga., A/SLMR No. 912)

A/S, in agreement with the ALJ, found that the procedures for obtaining official time for representational activities were arguably within the meaning of the negotiated agreement, and that absent evidence of a flagrant and deliberate breach, the proper forum for the resolution of the issue was the negotiated grievance procedure. (Dept. of the AF, 4392nd Aerospace Support Gp., Vandenberg AFB, Calif., A/SLMR No. 935)

05 36 00 Official Time (Cont'd)

A/S, noting that no exceptions were filed by Respondent, found that ALJ's ruling ordering that official time be granted to Complainant's representative at hearing should not be overturned, however, A/S noted that under Section 206.7 (g) of the A/S Regs only necessary witnesses are required to be granted official time for participation at hearings. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1028)

Employees who appeared on behalf of the Complainant Union at a conference called by a representative of the A/S to discuss a pending representation petition were not entitled to official time as they were acting solely as union representatives. (SSA, Quality Assurance Field Staff, Flushing, A/SLMR No. 1036)

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10 00 00 REPRESENTATION CASES: PRELIMINARY STAGES

10 04 00 Types of Petitions: Procedure (for substantive matters on petitions see: 20 00 00, "Representation Unit Determination"; 25 20 00, "Certification of Unit"; and 25 24 00, "Amendment to Recognition or Certification")

10 04 04 Representation, Filed by Labor Organization (RO)

No Entries

10 04 08 Agency Doubt as to Representative's Status (RA)  
(See also 20 16 00 "Special Situations")

A/S dismissed RA petition noting that although RA petition is appropriate vehicle for an activity to seek a determination of representational status of employees in a substantially changed unit, it does not follow that an election will be appropriate in each instance where some of an activity's employees have been previously employed by another activity and were included in an exclusively recognized unit. Thus, elections in newly established units which are not substantially identifiable with any pre-existing units but, rather, essentially include employees who have been unrepresented, should result only from petitions filed by labor organizations seeking exclusive representation in such units. (89th Army Reserve Command, Wichita, Kansas, A/SLMR No. 901)

A/S found that the reorganization, which abolished the Activity's Services Office in Toledo affected a substantial change in both the scope and character of the exclusively recognized unit and, in effect rendered such unit inappropriate. Thus, he concluded that the Activity was under no obligation to continue to recognize the exclusive representative of the employees in such unit. A/S found that the previous unit's employees were now assigned to two separate units where they were under separate personnel policies and practices, separate secondary supervision and have no job contacts with employees of other units. (Defense Logistics Agency, DCASR, Cleveland, A/SLMR No. 932)

10 04 12 Decertification of Representative, Filed by Employee(s) (DR)  
(See also 20 16 00 "Special Situations")

No agreement bar found to decertification petition and election ordered. (Billeting Fund of Charleston AFB, A/SLMR No. 936)

10 04 16 Clarification of Unit (CU)  
 (See also 20 16 00 "Special Situations")

Existing exclusively recognized unit clarified by excluding from said unit head nurses whom the A/S found to be supervisors within the meaning of Section 2(c) of the Order. (DHEW, Public Health Service Hospital, San Francisco, Calif., A/SLMR No. 894)

10 04 20 Amendment of Recognition or Certification (AC)  
 (See also 20 16 00 "Special Situations")

A/S granted AC petition seeking to amend certification to reflect the result of a reorganization where the employees of the two organizational entities formed from the existing unit continued to share a separate and distinct community of interest from other employees at the Activity and the existing unit, which had a long bargaining history, continued to promote effective dealings and efficiency of agency operations. A/S also noted that Activity had voiced no objections to the amendment sought by the petition. (DOD, 3245th Airbase Group, U. S. Air Force, A/SLMR No. 904)

A/S dismissed AC petition as being inappropriate, as he found more than nominal or technical changes resulted from reorganization, where employees transferred no longer shared community of interest with employees in Petitioner's unit and that, with different organizational structures and serving personnel offices, differing personnel policies, and in the absence of common negotiating authority, retention of the transferred employees in Petitioner's unit as proposed in the amended unit description would not promote effective dealings or efficiency of agency operations. (Navy Exchange, Naval Air Station Memphis, Millington, Tenn., A/SLMR No. 970)

10 04 24 National Consultation Rights

No Entries

10 04 28 Consolidation of Units (UC)  
 (See also 20 16 00 "Special Situations")

Proposed consolidated unit found appropriate where it was noted that in the FLRC's review of prior consolidation cases in which the FLRC construed the A/S' establishment contained therein of a presumption in favor of consolidations as "a recognition and affirmation of the strong policy in the Federal labor-management relations program of facilitating consolidation." (See A/SLMR Nos. 991 and 1021)

10 08 00 Posting of Notice of Petition  
(See 20 24 00 for Post-Decisional Items)

No Entries

10 12 00 Intervention  
(See 20 24 00 for Post-Decisional Items)

No Entries

10 16 00 Showing of Interest  
(See 20 24 00 for Post-Decisional Items)

No Entries

10 20 00 Labor Organization Status

No Entries

10 24 00 Timeliness of Petition

10 24 04 Election Bar

No Entries

10 24 08 Certification Bar

No Entries

10 24 12 Agreement Bar  
(See also 10 44 00, "Defunctness")

A/S found that but for the mistaken directions given the Petitioner, the subject petition would have been timely filed with the LMSA, and that it would be unfair to penalize the Petitioner for acting in good faith on the erroneous advice of agents of the LMSA. (Billington Fund of Charleston AFB, A/SLMR No. 936)

Where parties agree to an extension of the negotiated agreement to serve merely as an interim agreement during a period of further negotiations, such an arrangement may not operate as a bar to a petition. (U.S. Customs Service, St. Thomas, Virgin Islands, A/SLMR No. 937)

A/S dismissed AFGE's petition as being untimely as AFGE filed and withdrew an earlier petition during the 60 day "insulated" period which deprived the exclusive representative and the Activity a full 60 days to negotiate a new agreement free from rival claim and pursuant to Section 202.3(d) of the Regulations, the Activity and incumbent exclusive

10 24 12 Agreement Bar (Cont'd)

representative were entitled to a 90 day period from the date of approval of AFGE's withdrawal request free from rival claim, to negotiate a new agreement. (Great Lakes Naval Base, Public Works Cntr., Great Lakes, Ill., A/SLMR No. 938)

A/S found there was no agreement bar where agreement contained automatic renewal clause but parties did not commence negotiations until after anniversary date of agreement. In A/S's view, it became unclear at this point as to whether parties intended to negotiate new agreement with new term, continuing old agreement indefinitely pending completion of negotiations, or renew prior agreement for a new, fixed term. In this ambiguous setting, third parties wishing to challenge representative status of incumbent labor organization would have no way of ascertaining appropriate time for filing of a petition and would give incumbent unfair protection from challenges. (VA Health Facility, Montrose, N.Y., A/SLMR No. 980)

A/S found petition to be timely filed since the written ground rules agreed to by the incumbent union and Activity expressly provided that the intervenor would not be bound by the provisions of the agreement until its membership had ratified the agreement. (Portsmouth Naval Shipyard., A/SLMR No. 1033)

In view of the principles enunciated in the Council's decision in FLRC No. 77A-69 and A/SLMR No. 857, the A/S interpreted his regulations to provide that in a successorship situation the agreement bar which existed pursuant to the predecessor's negotiated agreement with the incumbent exclusive representative continues in effect after a reorganization. Consequently, he found that the instant petition was untimely filed during the agreement bar period. (U. S. Army Mortuary, Oakland Army Base, Oakland, Calif., A/SLMR No. 1050)

Agreement is no bar where A/S held that although, under Section 202.3 (c)(2) of the A/S Regs the open period for filing a petition under the initial agreement between the Activity and the NFFE was computed three years from the date it was signed and dated locally, the open period under Section 202.3 (c)(1) of the Regulations for a one year renewed agreement between the parties, was fixed by the terminal date of such agreement which could be clearly ascertained by reference to the agreement itself (HQ, 321st CAC, Grand Forks AFB, Grand Forks, N.D., A/SLMR No. 1069)



10 28 00 Status of Petitioner

A/S found that the NTEU had standing to file the instant UC petition on behalf of its exclusively recognized local chapter per the reasons stated in IRS, Washington, D. C., A/SLMR No. 831 and 853. (U. S. Customs Service, Washington, D. C., A/SLMR No. 991)

10 32 00 Qualifications to Represent Specified Categories of Employees

A/S found that subsequent to an election conducted pursuant to the Decision and Direction of Election in A/SLMR No. 484, the hospital police officers continued to be represented by the incumbent union as part of an existing mixed unit of employees. He noted that the officers were excluded from the unit found appropriate in A/SLMR No. 484, only by reason of the prohibition in the Order precluding the establishment of mixed units containing guard and non-guard employees. He also noted that such prohibition did not affect existing mixed units and that, standing alone, the filing of a petition, or the determination by the A/S that a segment of an existing unit is appropriate for the purpose of exclusive recognition under the Order, do not constitute events which would terminate an existing mixed unit. (VA Hospital, Montrose, N.Y., A/SLMR No. 872)

10 36 00 Request for Review Rights

No Entries

10 40 00 Area Administrator's Action (Area Director)

No Entries

10 44 00 Defunctness

(See also: 10 24 12, "Agreement Bar")

No Entries

10 48 00 Blocking Complaints

No Entries



15 00 00 REPRESENTATION HEARING PROCEDURE15 04 00 Role of Hearing Officer

No Entries

15 08 00 Motions15 08 04 General

No Entries

15 08 08 Amendment of Petition

No Entries

15 12 00 Evidence and Burden of Proof

No Entries

15 16 00 Unfair Labor Practice Allegations

A/S stated that unfair labor practice allegations may not be resolved appropriately in the context of a representation proceeding. (U. S. Commission on Civil Rights, Washington, D. C., A/SLMR No. 869)

15 20 00 Obligation of Parties

Agency not obligated to make available on official time employees who appear solely as union representatives. (SSA, Quality Assurance Field Staff, Flushing, N.Y., A/SLMR No. 1036)

15 24 00 Post-Hearing Submissions

No Entries

15 28 00 Remand

A/S remanded case to appropriate RA for the purpose of securing additional evidence regarding "effective dealings" and "efficiency of agency operations". (See A/SLMR No. 928 and A/SLMR No. 929)

15 32 00 Major Policy Issue

On March 21, 1978, the Council issued its Decision on Referral of Major Policy Issue From A/S, finding, that the A/S may interpret and apply his existing agreement bar rules or prescribe analogous rules to find that in a successorship

15 32 00

15 32 00

situation the agreement bar which existed pursuant to the predecessor's negotiated agreement with the exclusive representative may continue in effect after the reorganization so as to afford the gaining employer and the exclusive representative a period of stability free from rival claims or other questions concerning representation. (U. S. Army Mortuary, Oakland Army Base, Oakland, Calif., A/SLMR No. 1050)

20 00 00 REPRESENTATION UNIT DETERMINATIONS20 04 00 Criteria20 04 04 Community of Interest

Civilian Conservation Center constitutes a functionally distinct group of employees who share a community of interest separate and distinct from the other employees of the National Forest. (Cherokee National Forest, Jacobs Creek Civilian Conservation Cntr., A/SLMR No. 890)

Petitioned for unit of all professional and nonprofessional employees of the Riverside District Office (RDS) and the California Desert Plan Staff (DPS) of the Bureau of Land Management found inappropriate because the two offices have separate missions, different job classifications, do not enjoy integrated operations or job contacts, and do not experience significant transfer or interchange of personnel. However, the A/S found that the RDS and DPS separately constitute units appropriate for exclusive recognition. (Bureau of Land Management, Riverside Dist. Office and Desert Plan Staff, Riverside, Calif., A/SLMR No. 906)

Proposed unit held inappropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from excluded employees. (U.S. Naval Station, Charleston, S.C., A/SLMR No. 907)

Proposed unit of Federal Protective Officers and guards which constitutes a functionally distinct group of employees found appropriate. (GSA, Region 4, A/SLMR No. 911)

Separate unit of all professional employees, encompassed within the petitioned for unit found appropriate as it included all of the Activity's professional employees who share a clear and identifiable community of interest. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Claimed unit is inappropriate as claimed GS nonprofessional technical employees encompass only a part of the Activity's nonprofessional GS employees and such employees do not share a clear and identifiable community of interest from other nonprofessional and nontechnical GS employees at the Activity. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

20 04 04 Community of Interest (Cont'd)

Claimed unit of all nonprofessional GS employees found appropriate where included employees share a clear and identifiable community of interest separate and distinct from other employees. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Unit comprising all unrepresented nonprofessional employees held appropriate where included employees have similar job classifications, skills, and duties, are subject to common personnel policies and practices, and enjoy common overall supervision and essentially uniform working conditions. (U.S. Agric. Research Service, Georgia - South Carolina Area, A/SLMR No. 915)

As a result of reorganization, transferred group of employees found to have accreted to existing unit in accordance with policy set forth in Department of the Army, Fort McPherson, Georgia, FLRC No. 76A-82, where a finding of accretion must take into account equal application of the three criteria as set forth in Section 10(b) of the Order and is not dependent upon thorough physical integration of employees at issue into an existing unit. (Naval Training Cntr., Orlando, Fla., A/SLMR No. 988)

A/S found that the employees in the unit sought share a common mission, common overall supervision, essentially similar work classifications and similar labor relations and personnel policies and practices. Under these circumstances, he concluded that the employees in the petitioned for consolidated unit shared a clear and identifiable community of interest. (U.S. Customs Service, Washington, D. C. A/SLMR No. 991)

A/S found claimed unit of guards and detectives to be appropriate where, among other things, they constituted both a functionally distinct grouping within the meaning of Section 10(b) of the Order and a residual unit of unrepresented employees. (Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 1019)

A/S found that employees in proposed consolidated unit, consisting of all employees currently represented by petitioner in a number of existing bargaining units within the Activity, enjoyed a clear and identifiable community of interest. (FAA, Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1021)

20 04 04 Community of Interest (Cont'd)

Claimed unit is not appropriate where it is only one of a number of medical clinics operated by the Activity and it is highly integrated with other Activity clinics. The employees in the claimed unit do not share a clear and identifiable community of interest which is separate and distinct from other Activity employees and where the proposed fragmented unit could not reasonably be expected to promote effective dealings and efficiency of agency operations. (HQ, U.S. Army Health Services Command, Kenner Army Hospital, DGSC Health Clinic, Richmond, Va., A/SLMR No. 1058)

20 04 08 Effective Dealings  
(See 20 04 12, "Efficiency of Operations")

FLRC issued its Decision on Appeal, FLRC No. 75A-128, in which it held that the A/S failed to meet his responsibilities with respect to the criterion of "effective dealings" in the unit found appropriate by the A/S, which would result in promoting and fostering fragmentation. FLRC set aside A/S decision in A/SLMR No. 559 and remanded the case to him for appropriate action. A/S issued a Supplemental Decision and Order revoking Certification of Representative issued and dismissing petition. (See A/SLMR Nos. 885, 886 and 887)

Proposed unit encompassing Civilian Conservation Center, which constitutes a functionally distinct group of employees, found to promote effective dealings. (Cherokee National Forest, Jacobs Creek Civilian Conservation Center, A/SLMR No. 890)

Petitioned for unit of all professional and nonprofessional employees of the Riverside District Office (RDS) and the California Desert Plan Staff (DPS) of the Bureau of Land Management found inappropriate because the two offices have separate missions, different job classifications, do not enjoy integrated operations or job contacts, and do not experience significant transfer or interchange of personnel. However, the A/S found that the RDS and DPS, separately, constitute units appropriate for exclusive recognition. (Bureau of Land Management, Riverside Dist. Office and Desert Plan Staff, Riverside, Calif., A/SLMR No. 906)

20 04 08 Effective Dealings (Cont'd)

Proposed unit held inappropriate where, among other factors, it would result in fragmented units which could not reasonably be expected to promote effective dealings and efficiency of operations. (U.S. Naval Station, Charleston, S.C., A/SLMR No. 907)

Proposed unit of Federal Protective Officers and guards which constitutes a functionally distinct group of employees will promote effective dealings inasmuch as unit had been previously represented by another labor organization and there was no evidence that the scope and character of the pre-existing unit had changed subsequent to its initial certification. (GSA, Region 4, A/SLMR No. 911)

Separate unit of all professional employees encompassed within the petitioned for unit found appropriate where such a comprehensive unit of all professional employees would promote effective dealings and efficiency of agency operations and would tend to reduce fragmentation of units at the Activity. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Claimed unit is inappropriate as claimed GS nonprofessional technical employees encompass only a part of the Activity's nonprofessional GS employees and such employees do not share a clear and identifiable community of interest and will not promote effective dealings. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Unit of all nonprofessional GS employees found appropriate will promote effective dealings and efficiency of agency operations where, among other things, it included all unrepresented nonprofessional GS employees in a residual unit, which would prevent fragmentation of units at the Activity. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Unit comprising all unrepresented nonprofessional employees held appropriate where, among other things, the proposed unit is, in effect, a residual unit of all unrepresented nonprofessional employees and would thus prevent further fragmentation of the Activity's nonprofessional employees. Noting also the delegation of the labor relations authority to the Activity Director, A/S held that the unit sought would promote effective dealings and efficiency of agency operations. (U.S. Agric. Research Service, Georgia - South Carolina Area, A/SLMR No. 915)



20 04 08 Effective Dealings (Cont'd)

In light of FLRC's consolidated DCASR decision, A/S remanded case to RA and suggested certain factors regarding effective dealings which should be fully developed when the record is reopened. (Passport Office, Chicago Passport Agency, Chicago, Ill., A/SLMR No. 929)

As a result of reorganization, transferred group of employees found to have accreted to existing unit in accordance with policy set forth in Department of Army, Fort McPherson, Georgia, FLRC No. 76A-82, where a finding of accretion must take into account equal application of the three criteria as set forth in Section 10(b) of the Order and is not dependent upon thorough physical integration of employees at issue into an existing unit. (Naval Training Center, Orlando, Fla., A/SLMR No. 988)

After an analysis of the Agency's organizational structure and lines of authority the A/S found that the consolidated unit would promote effective dealings. (U.S. Customs Service, Washington, D.C., A/SLMR No. 991)

A/S found claimed unit of guards and detectives appropriate where, among other things, such unit would prevent further fragmentation by including all of the unrepresented nonprofessionals thereby promoting effective dealings. (Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 1019)

Proposed consolidated unit in which all employees are served by the same personnel office which also handles labor relations for each of the divisions holding exclusive recognition will promote effective dealings. Also, given scope of agreements negotiated to date, it was reasonable to conclude that Activity could realize more effective dealings by bargaining in one consolidated unit. (FAA, Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1021)

In view of the history of collective bargaining in the unit involved, both prior and subsequent to a reorganization, and the fact that the unit remained generally intact following the reorganization, in the A/S's view, to alter it in the manner sought by the Activity-Petitioner would not have the desired effect of enhancing effective dealings and efficiency of agency operations. Rather, he found that the diminution of the scope of the existing bargaining unit and the establishment of a group of unrepresented employees, the result sought by the Activity-Petitioner, would tend to promote fragmentation and inhibit effective dealings and efficiency of agency operations. (Chemical Systems Lab. Support, Aberdeen Proving Ground, Md., A/SLMR No. 1029)

20 04 08 Effective Dealings (Cont'd)

Claimed unit is not appropriate where it is only one of a number of medical clinics operated by the Activity and it is highly intergrated with other Activity clinics, the employees in the claimed unit do not share a clear and identifiable community of interest which is separate and distinct from other Activity employees and where the proposed fragmented unit could not reasonably be expected to promote effective dealings and efficiency of agency operations. (HQ, U.S. Army Health Services Command, Kenner Army Hospital, DGSC Health Clinic, Richmond, Va., A/SLMR No. 1058)

A/S in light of the principles enumerated in the DCASR decision, found that the proposed unit was not appropriate for the purpose of exclusive recognition under Section 10 (b) of the Order. He noted that although the employees sought enjoyed a clear and identifiable community of interest, the evidence established that the sought unit, which does not constitute a functional or craft grouping of employees and is less than region wide in scope, would not promote effective dealings or efficiency of agency operations. He also found that the establishment of the claimed unit would result in further fragmentation of the Activity. As a result, the A/S ordered that the Certification of Representative previously issued to the Petitioner herein be revoked, and that the petition be dismissed. (GSA, Regional Office, Region 4, A/SLMR No. 1067)

20 04 12 Efficiency of Operations  
(See also 20 04 08, "Effective Dealings")

FLRC issued its Decision on Appeal, FLRC No. 75A-128, in which it held that the A/S failed to meet his responsibilities with respect to the criterion of "efficiency of operations" in the unit found appropriate by the A/S, which would result in promoting and fostering fragmentation. FLRC set aside A/S decision in A/SLMR No. 559 and remanded the case to him for appropriate action. A/S issued a Supplemental Decision and Order revoking Certification of Representative issued and dismissing petition. (See A/SLMR Nos. 885, 886 and 887)

Proposed unit encompassing Civilian Conservation Center, which constitutes a functionally distinct group of employees, found to promote efficiency of operations. (Cherokee National Forest, Jacobs Creek Civilian Conservation Cntr., A/SLMR No. 890)

20 04 12 Efficiency of Operations (Cont'd)

Petitioned for unit of all professional and nonprofessional employees of the Riverside District Office (RDS) and the California Desert Plan Staff (DPS) of the Bureau of Land Management found inappropriate because the two offices have separate missions, different job classifications, do not enjoy integrated operations or job contacts, and do not experience significant transfer or interchange of personnel. However, the A/S found that the RDS and DPS, separately, constitute units appropriate for exclusive recognition. (Bureau of Land Management, Riverside Dist. Office and Desert Plan Staff, Riverside, Calif., A/SLMR No. 906)

Proposed unit held inappropriate where, among other factors, it would result in fragmented units which could not reasonably be expected to promote effective dealings and efficiency of operations. (U.S. Naval Station, Charleston, S.C., A/SLMR No. 907)

Proposed unit of Federal Protective Officers and guards which constitutes a functionally distinct group of employees will promote efficiency of operations inasmuch as unit had been previously represented by another labor organization and there was no evidence that the scope and character of the pre-existing unit had changed subsequent to its initial certification. (GSA, Region 4, A/SLMR No. 911)

Separate unit of all professional employees encompassed within the petitioned for unit found appropriate where such a comprehensive unit of all professional employees would promote effective dealings and efficiency of agency operations and would tend to reduce fragmentation of units at the Activity. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Claimed unit is inappropriate as claimed GS nonprofessional technical employees encompass only a part of the Activity's nonprofessional GS employees and such employees do not share a clear and identifiable community of interest and will not promote effective dealings or efficiency of operations. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Unit of all nonprofessional GS employees found appropriate will promote effective dealings and efficiency of agency operations where, among other things, it included all unrepresented nonprofessional GS employees in a residual unit, which would prevent fragmentation of units at the Activity. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

20 04 12 Efficiency of Operations (Cont'd)

Unit comprised of an unrepresented nonprofessional employees held appropriate where, among other things, the proposed unit is, in effect, a residual unit of all unrepresented nonprofessional employees and would thus prevent further fragmentation of the Activity's nonprofessional employees. Noting also the delegation of the labor relations authority to the Activity Director, A/S held that the unit sought would promote effective dealings and efficiency of agency operations. (U. S. Agric. Research Service, Georgia - South Carolina Area, A/SLMR No. 915)

In light of FLRC's consolidation DCASR decision, A/S remanded case to RA and suggested certain factors regarding efficiency of agency operations which should be fully developed when the record is reopened. (Passport Office, Chicago Passport Agency Chicago, Ill., A/SLMR No. 929)

As a result of reorganization, transferred group of employees found to have accreted to existing unit in accordance with policy set forth in Department of the Army, Fort McPherson, Georgia, FLRC No. 76A-82, where a finding of accretion must take into account equal application of the three criteria as set forth in Section 10(b) of the Order and is not dependent upon thorough physical integration of employees at issue into an existing unit. (Naval Training Center, Orlando, Fla., A/SLMR No. 988)

After an analysis of the Agency's organizational structure and lines of authority the A/S found that the consolidated unit would promote efficiency of agency operations. (U.S. Customs Service, Washington, D.C., A/SLMR No. 991)

A/S found claimed unit of guards and detectives appropriate where, among other things, such unit would prevent further fragmentation by including all of the unrepresented nonprofessionals thereby promoting efficiency of operations. (Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 1019)

Proposed consolidated unit, in which all employees are serviced by the same personnel office which also handles labor relations for each of the divisions exclusively represented will lead to efficiency of agency operations. Similarly, proposed unit which provides for bargaining in single, rather than existing seven units, will reduce unit fragmentation. (FAA, Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1021)

20 04 12 Efficiency of Operations (Cont'd)

In view of the history of collective bargaining in the unit involved, both prior and subsequent to a reorganization, and the fact that the unit remained generally intact following the reorganization, in the A/S's view, to alter it in the manner sought by the Activity-Petitioner would not have the desired effect of enhancing effective dealings and efficiency of agency operations. Rather, he found that diminution of the scope of the existing bargaining unit and the establishment of a group of unrepresented employees, the result sought by the Activity-Petitioner, would tend to promote fragmentation and inhibit effective dealings and efficiency of agency operations. In this later regard, it was noted particularly that both the new Commands to which the employees involved report continue to be serviced by the same Civilian Personnel Office. (Chemical Systems Lab. Support, Aberdeen Proving Ground, Md., A/SLMR No. 1029)

Claimed unit is not appropriate where it is only one of a number of medical clinics operated by the Activity and it is highly intergrated with other Activity clinics; the employees in the claimed unit do not share a clear and identifiable community of interest which is separate and distinct from other Activity employees and where the proposed fragmented unit could not reasonably be expected to promote effective dealings and efficiency of agency operations. (HQ., U. S. Army Health Services Command Kenner Army Hospital, DGSC Health Clinic, Richmond, Va. A/SLMR No. 1058)

A/S in light of the principles enumerated in the DCASR decision, found that the proposed unit was not appropriate for the purpose of exclusive recognition under Section 10(b) of the Order. He noted that although the employees sought enjoyed a clear and identifiable community of interest, the evidence established that the sought unit, which does not constitute a functional or craft grouping of employees and is less than region wide in scope, would not promote effective dealings or efficiency of agency operations. He also found that the establishment of the claimed unit would result in further fragmentation of the Activity. As a result, the A/S ordered that the Certification of Representative previously issued to the Petitioner herein be revoked, and that the petition be dismissed. (GSA, Regional Office, Region 4, A/SLMR No. 1067)

- 20 04 16 Agency Regulations and Parties' Stipulations Not Binding on Assistant Secretary  
(See also: 25 12 04, "Challenges, Eligibility of Employees", for Stipulations of Parties Related to Challenges.)

No Entries

- 20 04 20 Previous Certification

Unit of National Guard technicians found appropriate where same unit was previously certified, a history of collective bargaining existed, and there was no evidence that the scope and character of the existing unit had changed by virtue of events subsequent to the initial certification. (Alabama State Military Dept., A/SLMR No. 1008)

Election directed in previously certified unit where there was no disagreement between the parties as to the parties as to the appropriateness of the unit. (EPH, Research Laboratory, Narragansett, R.I., A/SLMR No. 1071)

- 20 08 00 Geographic Scope

- 20 08 04 World-wide

No Entries

- 20 08 08 Nation-wide

Nation-Wide unit of all U.S. Customs Service employees found appropriate. (U.S. Customs Service, Washington, D.C. A/SLMR No. 991)

- 20 08 12 State-wide

Employees of the Riverside District Office and the California Desert Plan Staff separately, held appropriate, and combined unit of such employees held inappropriate. (Bureau of Land Management, Riverside Dist. Office and Desert Plan Staff, Riverside, Calif., A/SLMR No. 906)

Unit of National Guard technicians assigned to the southern half of the state found appropriate where same unit was previously certified, a history of collective bargaining existed, and there was no evidence that the scope and character of the existing unit had changed by virtue of events subsequent to the initial certification. (Alabama State Military Dept., A/SLMR No. 1008)

20 08 16 City-wide

No Entries

20 12 00 Organizational Scope20 12 04 Agency-wide

No Entries

20 12 08 Activity-wide

No Entries

20 12 12 Directorate-wide

No Entries

20 12 16 Command-wide

No Entries

20 12 20 Headquarters-wide20 12 24 Field-wide

No Entries

20 12 28 Region-wide

Region-wide unit of Federal Protective Officers and guards found appropriate. (GSA, Region 4, A/SLMR No. 911)

Region-wide unit held inappropriate where there is a high degree of employee interchange and transfer and where labor relations and personnel policies and practices are established and implemented at agency headquarters. (Sixth National Bank Region, Office of the Comptroller of the Currency, A/SLMR No. 971)

Unit of National Guard technicians assigned to the southern half of the state found appropriate where same unit was previously certified, a history of collective bargaining existed, and there was no evidence that the scope and character of the existing unit had changed by virtue of events subsequent to the initial certification. (Alabama State Military Dept., A/SLMR No. 1008)

20 12 28 Region-wide (Cont'd)

Noting particularly the parties' agreement, the A/S found the claimed region-wide unit to be appropriate. (Lake Central Region, Bureau of Outdoor Recreation, Ann Arbor, Mich., A/SLMR No. 1032)

20 12 32 Division-wide

No Entries

20 12 36 Area-wide

No Entries

20 12 40 District-wide

No Entries

20 12 44 Branch-wide

A/S pursuant to the rationale of the Federal Labor Relations Council's FLRC No. 76A-97, ordered that the certification of Representative previously issued to the Petitioner involved herein be revoked, and that the petition herein be dismissed. (DSA, DCASR, Cleveland, Ohio; DCASO, Columbus, Ohio; DSA, DCASR, Akron, Ohio, A/SLMR No. 884)

20 12 48 Base-wide

No Entries

20 12 52 Section-wide

No Entries

20 12 56 Multi-Installation

No Entries

20 12 60 Single Installation

Unit of all professional and nonprofessional employees, made up of auditors and clericals found appropriate for the purpose of exclusive recognition under the Order. (Comptroller for Guam, Trust Territory of the Pacific Island, A/SLMR No. 1002)

Claimed unit is not appropriate as it is only one of a number of medical clinics operated by the Activity and it is highly intergrated with other Activity clinics. Claimed unit receives all its personnel and administrative services from the same Personnel Department as the Activity and the area of consideration for promotions, filling of job vacancies is



20 12 60 Single Installation (Cont'd)

Activity-wide, all employees of the Activity including the claimed unit receive the same benefits, have the same working hours and leave policies and are serviced by the same labor relations section as is the Activity. (HQ., U.S. Army Health Services Command, Kenner Army Hospital, DGSC Health Clinic, Richmond, Va., A/SLMR No. 1058)

20 12 64 Occupational Classification

Unit limited solely to all employees of the Telephone Services Division, Communications Department held not appropriate. (U.S. Naval Station, Charleston, S.C., A/SLMR No. 907)

A/S found claimed unit of guards and detectives to be appropriate for the purpose of exclusive recognition where, among other things, they constituted a functionally distinct grouping of employees within the meaning of Section 10(b) of the Order. (Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 1019)

A/S found that a unit of all professional employees assigned to the USAF Regional Hospital, Eglin AFB, Florida was not appropriate for the purpose of exclusive recognition. A/S noted that although the evidence established that the sought unit herein is a functional grouping of all the Activity's professional employees and that these employees enjoyed a clear and identifiable community of interest separate and distinct from all other professional employees on the Base, such a unit would lead to the artificial fragmentation of the professional employees of the Base and would not promote effective dealings or efficiency of agency operations. (Air Force Systems Comm., USAF Regional Hospital, Eglin AFB, Fla., A/SLMR No. 1023)

20 16 00 Special Situations20 16 04 Severance

Severance of a unit of guards from an existing larger unit where there had been a harmonious and effective bargaining relationship and an absence of unusual circumstances is denied. (VA Hospital, Montrose, N.Y., A/SLMR No. 872)

Having found that the bulk of the employees sought by the Petitioner had accreted to an existing unit, the A/S noted that the Petitioner's petition was, thus, tantamount to a request for severance of the subject employees from the existing exclusively recognized unit. A/S concluded that there were no unusual circumstances in this case warranting a severance of the employees sought by the Petitioner from the preexisting unit represented by the Radio Officers Union,

20 16 04 Severance (Cont'd)

and he ordered that the petition be dismissed. (Electronics Engineering Div., Pacific Marine Center, Nat. Ocean Survey, Nat. Oceanic and Atmospheric Admin., Seattle, Wash., A/SLMR No. 934)

Severance request denied where evidence failed to establish that incumbent labor organization failed or refused to represent petitioned for employees. Absence of local union representatives, standing alone, is not sufficient evidence to establish that incumbent labor organization failed to represent petitioned for employees when its National office assisted employees in the claimed unit regarding employment matters. (U.S. Customs Service, St. Thomas, Virgin Islands, A/SLMR No. 937)

A/S found that petitioned for unit of guards and detectives was appropriate for exclusive recognition where claimed employees were specifically excluded in the parties' contract language, no employees in the disputed classification were hired at the time of initial recognition, and where there was no evidence that the claimed employees had been effectively represented or that the parties had sought to amend their agreement with respect to the guard exclusion. (Naval Air Text Cntr., Patuxent River, Md., A/SLMR No. 1019)

A/S rejected the Activity-Petitioner's attempt to sever from the NFFE's unit employees who physically remained at Aberdeen Proving Ground but who were reassigned to a new command as the result of a reorganization. (Chemical Systems Lab. Support, Aberdeen Proving Ground, Md., A/SLMR No. 1029)

20 16 08 Accretion

A/S found that the GS Electronics Technicians who rotate aboard the ships of the Activity were an integral part of the Pacific Marine Center's Electronics Technician unit exclusively represented by the Radio Officers Union as, since the establishment of the rotating GS Electronics Technicians' program, the employees of the Activity assigned to that program have been administratively and functionally integrated into the ROU's existing unit of PMC Electronics Technician employees and share a clear and identifiable community of interest with such employees. (Electronics Engineering Div., Pacific Marine Center, Nat., Ocean Survey, Nat., Oceanic and Atmospheric Admin., Seattle, Wash., A/SLMR No. 934)

As a result of a reorganization and disestablishment of DCASO Huntsville as an organizational entity, the employees remaining at Huntsville accreted to DCASMA Birmingham. (DCASR, Atlanta, Ga., A/SLMR No. 941)

20 16 08 Accretion (Cont'd)

A/S ordered that existing exclusive unit at U.S. Coast Guard Base, Portsmouth, Va. be redesignated U.S. Coast Guard Support Center, Portsmouth, Va., to reflect the closure of the Portsmouth base and the mass transfer of unit employees to the Support Center. He also ordered that the unit be clarified to include the unrepresented employees of the Public Works Division and the Security Section of the Administrative Division who were employed at the Support Center prior to the mass transfer of base personnel. (U.S. Coast Guard Support Cntr., Portsmouth, Va., A/SLMR No. 986)

As a result of reorganization, transferred group of employees found to have accreted to existing unit in accordance with policy set forth in Department of the Army, Fort McPherson, Georgia, FLRC No. 76A-82, where a finding of accretion must take into account equal application of the three criteria as set forth in Section 10(b) of the Order and is not dependent upon thorough physical integration of employees at issue into an existing unit. (Naval Training Center, Orlando, Fla., A/SLMR No. 988)

20 16 12 Eligibility

A/S found, based on eligibility finding in an earlier case, Internal Revenue Service, Office of the Regional Commissioner, Southeast Region, A/SLMR No. 565 where the petitioner's petition for the same unit was dismissed upon a re-evaluation of the showing of interest, that it would not effectuate the purposes and policies of the order to permit the parties to relitigate the same issues including the same classifications raised in a prior hearing, in the absence of evidence of some change in circumstances. Accordingly, he found that employees in the disputed classifications should be included in the unit found appropriate. However, with regard to the Budget Analyst, GS-560-12, the A/S noted that although additional duties had been added since the earlier case, he found that they were not supervisors within the meaning of the Order and should be included in the unit. In addition, and based on the parties' stipulation, the A/S found the Appointment Clerk GS-203-5, which had not been previously litigated, to be engaged in Federal personnel work in other than a purely clerical capacity and therefore, should be excluded from the unit found appropriate. (IRS, Office of the Regional Commissioner, Southeast Region, A/SLMR No. 870)

20 16 16 Residual Employees

Where proposed unit encompassing Civilian Conservation Center constitutes a functional unit of all unrepresented employees in National Forest who have not had an opportunity to vote on question of exclusive recognition, establishment of petitioned for unit found to minimize fragmentation of remaining unrepresented employees of the Activity. (Cherokee National Forest, Jacobs Creek Civilian Conservation Cntr., A/SLMR No. 890)

20 16 16 Residual Employees (Cont'd)

Unit of all nonprofessional employees found appropriate will promote effective dealings and efficiency of operations where, among other things, it would reduce fragmentation as such unit is, in effect, a residual unit of all unrepresented employees at the Activity. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Unit of all unrepresented nonprofessional employees held appropriate will promote effective dealings and efficiency of operations where, among other things, it would prevent further fragmentation of the Activity's nonprofessional employees. (U.S. Agric. Research Service, Georgia - South Carolina Area, A/SLMR No. 915)

A/S found claimed unit of all GS and WG employees assigned to Airway Facility Sector to be appropriate. A/S noted that the claimed unit constitutes, in effect, a residual region-wide unit of all unrepresented nonprofessional employees of the Activity, and that such employees share a common mission, common overall supervision, generally similar job classification and duties and enjoy uniform personnel policies and practices and labor relations policies. (FAA, Federal Airway Facility Sector, Chicago, Ill., A/SLMR No. 927)

A/S found a residual unit of all unrepresented nonprofessional employees of the Activity share a clear and identifiable community of interest, share a common mission, share common overall supervision, and generally have similar job classifications and duties, and enjoy uniform personnel policies and practices and labor relations policies. He also found that such unit will promote effective dealings and efficiency of agency operations and will prevent further fragmentation of units at the Activity. (FAA, Oakland Airway Facilities Sector, Oakland, Calif., A/SLMR No. 1010)

Residual nationwide unit of all currently unrepresented nonprofessional GS and WG employees of the Agency found appropriate where: (1) employees have common mission; and (2) are subject to similar personnel policies and practices established by Civil Service laws and by the Agency. In addition to community of interest, A/S found residual nationwide unit could reasonably expect to promote effective dealings and efficiency of agency operations. (The Smithsonian Institution, A/SLMR No. 1013)

A/S found unit of guards and detectives appropriate where, among other things, it was a residual unit of all of the Activity's unrepresented employees and as such would reduce the possibility of further fragmentation thereby promoting effective dealings and efficiency of operations. (Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 1019)

20 16 16 Residual Employees (Cont'd)

Claimed unit is not appropriate where it is only one of a number of medical clinics operated by the Activity, it is highly intergrated with other Activity clinics, and where although the parties stipulated that the claimed employees are the only unrepresented nonprofessional employees of the Activity, the record was insufficient to establish that they did constitute a residual unit. (HQ. U.S. Army Health Services Command, Kenner Army Hospital, DGSC Health Clinic, Richmond, Va., A/SLMR No. 1058)

Claimed unit not appropriate where all of the unrepresented employees of the Activity were included in the unit sought and it would lead to the artificial fragmentation of the Activity's unrepresented employees. (Army and Air Force Exchange Service, Sheppard AF Base, Tex., A/SLMR No. 1063)

A/S found a residual unit of all unrepresented nonprofessional, non-instructor employees at the FAA Academy to be appropriate for the purpose of exclusive recognition as the employees share a clear and identifiable community of interest and the petitioned for unit would reduce unit fragmentation at the Academy and would promote effective dealings and efficiency of operations. The A/S noted that such unit was consistent with the division level bargaining history at the FAA Aeronautical Center in which the FAA Academy is a component division. (DOT, FAA, FAA Academy, Aeronautical Center, Oklahoma City, Okla., A/SLMR No. 1072)

20 16 20 Self-Determination

A/S, in view of the incumbent's clear desire to represent the claimed employees as part of its existing unit, ordered self determination election in petitioned for unit of guards and detectives thereby giving the employees the choice of voting for inclusion in the activity-wide incumbent's unit, the petitioned for unit or neither. (Naval Air Text Cntr., Patuxent River, A/SLMR No. 1019)

20 16 24 Supervisory Unit

No Entries

20 16 28 Reorganization

A/S found that the Nebraska employees no longer share an identifiable community of interest with unit employees in Minnesota and Iowa who remain in the 5th Army and who are serviced by the CPO, Fort McCoy. He noted in this regard that Nebraska unit employees had been transferred to a newly established organization, the 89th Army Reserve Command which consisted of Army Reserve elements in North Dakota, South Dakota, Nebraska and Kansas; the Nebraska employees had been transferred from 5th Army to 6th Army; and that

20 16 28 Reorganization (Cont'd)

the CPO handling their administrative matters had been transferred from Fort McCoy (5th Army to Fort Riley (6th Army). A/S also noted that although an RA petition is an appropriate vehicle for an activity (or agency) to seek a determination of representational status of employees in a substantially changed unit, it does not follow that an election will be appropriate in each instance where some of an activity's employees had been previously employed by another activity and were included in an exclusively recognized unit. Thus, elections in newly established units which are not substantially identifiable with any preexisting units but, rather, essentially include employees who have been unrepresented, should result only from petitions filed by labor organizations seeking exclusive recognition in such units. (89th Army Reserve Command, Wichita, Kansas, A/SLMR No. 901)

RA petition seeking determination with respect to effect of reorganization on recognized unit dismissed where A/S found that the former DCASD, Hartford now DCASMA, Hartford, unit, while diminished in personnel and geographic area, continued after the reorganization to remain appropriate. A/S found that the reorganization did not essentially alter either the mission or type of duties performed and that personnel policies and practices are still established within higher headquarters. He also found that the DCASMA, Hartford employees continued to share a clear and identifiable community of interest and that the unit continued to promote effective dealings and efficiency of agency operations. (Defense Contract Admin. Services Region, Boston, Mass., A/SLMR No. 905)

A reorganization which combined two DCASO's in Bridgeport and Avco Corporation plant into DCASMA, Bridgeport, and encompassed the movement of Bridgeport employees in Avco facilities, produced a new unit since employees of both former units were so intermingled in DCASMA, Bridgeport that the former units lost their separate identity. A/S found that DCASMA employees enjoyed common policies and practices and working conditions, common supervision and perform their duties within the same geographic area. He also found that the petitioned for unit would promote effective dealings and efficiency of agency operations by establishing a bargaining unit which coincides with the Activity's organizational structure and which constitutes the level at which agreements may be negotiated. A/S directed an election and placed on ballot two NAGE Locals which had represented DCASO, Bridgeport and DCASO, Avco. (Defense Contract Admin. Services Region, Boston, Mass., A/SLMR No. 905)

20 16 28 Reorganization (Cont'd)

A/S found that the reorganization, which abolished the Activity's Services Office in Toledo effected a substantial change in both the scope and character of the exclusively recognized unit and, in effect rendered such unit inappropriate. Thus, he concluded that the Activity was under no obligation to continue to recognize the exclusive representative of the employees in such unit. A/S found that the previous unit's employees were now assigned to two separate units where they were under separate personnel policies and practices, separate secondary supervision and have no job contacts with employees of other units. (Defense Logistics Agency, DCASR, Cleveland, A/SLMR No. 932)

As a result of a December 3, 1976, reorganization, DCASO Huntsville employees had become organizationally and operationally integrated with employees of DCASMA Birmingham. (DCASR, Atlanta, Ga., A/SLMR No. 941)

A/S found that as the consequence of a reorganization, the character and scope of the certified unit had been substantially and materially altered, rendering it no longer appropriate for the purpose of exclusive recognition under the Order. (U.S. Dept., of Agriculture, OADS, NOCC, A/SLMR No. 950)

CU petitions dismissed where existing bargaining units continued after reorganization to remain appropriate. Record revealed that there were no significant changes in day-to-day terms and conditions of employment and that the employees continued to perform the same type of work under the same immediate supervision. A/S also found that altering units where a history of collective bargaining existed would tend to promote fragmentation and inhibit effective dealings and efficiency of operations (U.S. Army Missile Materiel Readiness Comm. and U.S. Army Missile Research and Development Comm., A/SLMR No. 956)

A/S dismissed AC petition as being inappropriate, as he found more than nominal or technical changes resulted from reorganization, where employees transferred no longer shared community of interest with employees in Petitioner's unit and that, with different organizational structures and servicing personnel offices, differing personnel policies, and in the absence of common negotiating authority, retention of the transferred employees in Petitioner's unit as proposed in the amended unit description would not promote effective dealings or efficiency of agency operations. (Navy Exchange, Naval Air Station, Memphis, Millington, Tenn., A/SLMR No. 970)

20 16 32 Consolidation of Units

A/S found that the Union's certified unit continued to be appropriate for the purpose of exclusive recognition after a reorganization, as the reorganization did not result in significant changes in the day-to-day terms and conditions of employment of the employees involved and that for the most part, they continued to perform the same type of work under the same immediate supervision. (Chemical Systems Lab. Support, Aberdeen Proving Ground, Md., A/SLMR No. 1029)

A/S found that the proposed consolidated unit of the Activity's Champaign, Illinois, Social Security District Office and Bureau of Field Operations Social Security Administration Region V-A were appropriated for the purpose of recognition under the Order. A/S found that the employees in the proposed consolidated unit shared a clear and identifiable community of interest and that the proposed consolidated unit would promote effective dealings and efficiency of agency's operations. He also found that the proposed consolidated unit, which provided for bargaining in a single unit, rather than in the two existing units, would promote more comprehensive bargaining and reduce fragmentation. (Bureau of Field Operations, Office of Program Operations, SSA, HEW, Chicago Region V-A, A/SLMR No. 876)

After a detailed analysis of the Agency's organizational structure and lines of authority the A/S found that a consolidated unit would satisfy the three unit criteria of Section 10(b) of the Order. (U.S. Customs Service, Washington, D. C., A/SLMR No. 991)

Proposed consolidated unit consisting of nonprofessional or WG employees in seven of Activity's 16 organizational divisions found appropriate. However, it was unclear whether or not guards were intended to be included in proposed unit inasmuch as several of the certifications or grants of recognition held by the petitioner specifically excluded guards, while others were silent as to their inclusion or exclusion. A/S held that proposed consolidated units are limited to, and/or defined by the parameters of the existing exclusively recognized units at the time of filing of a consolidation petition, and so determined that the unit found appropriate herein should conform to the unit descriptions of the currently recognized units. (FAA, Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1021)



20 16 32 Consolidation of Units (Cont'd)

Proposed petition for consolidation of 19 units at 15 VA hospital facilities, represented by petitioner found appropriate where it was noted that the FLRC has construed the A/S's establishment of presumption in favor of consolidation "---as recognition and affirmative of the strong policy in the Federal Labor-management relations program of facilitating consolidation---." (VA, A/SLMR No. 1016)

20 16 36 Successorship

In view of the principles enunciated in the Council's decision in FLRC No. 77A-69 and A/SLMR No. 857, the A/S interpreted his regulations to provide that in a successorship situation the agreement bar which existed pursuant to the predecessor's negotiated agreement with the incumbent exclusive representative continues in effect after a reorganization. Consequently, he found that the instant petition was untimely filed during the agreement bar period. (U.S. Army Mortuary, Oakland Army Base, Oakland, Calif., A/SLMR No. 1050)

20 20 00 Employee Categories and ClassificationsAdministration of Labor-Management Relations Law Sec. 3(d)

A/S concluded that two groups of Petitioner's staff attorneys not be excluded from the exclusively recognized unit under Section 3(d) of the Order, where he found that the Occupational Safety and Health Act of 1970 was not a "labor management relations law" within the meaning of Section 3(d), and that the conflicts of interest that Section 3(d) was intended to eliminate were not otherwise present. He also noted no contention or basis to find the attorneys should be excluded as supervisors or management officials, or under any other exclusionary category set forth in Section 10(b) of the Order. (Occupational Safety and Health Review Commission, A/SLMR No. 1018)

Confidential Employees

Administrative Technician is not a confidential employee. A/S rejected as speculative an amendment place in the employee's position description on the day of the hearing and her designation as part of the management team on the day prior to the hearing and instead relied on her current duties. (Lake Central Region, Bureau of Outdoor Recreation, Ann Arbor, Mich., A/SLMR No. 1032)

20 20 00 Employee Categories and ClassificationsConfidential Employees (Cont'd)

Administrative Aide, Steno, GS-301-6, is not confidential employee. (Overseas Private Investment Corp., A/SLMR No. 917)

Bookkeeper is not confidential employee. (U.S. Merchant Marine Academy, Ship's Service Organization, A/SLMR No. 990)

Chauffeur, WG-5703-5, is not a confidential employee. (Overseas Private Investment Corp., A/SLMR No. 917)

Clerk (Typing), GS-5 (District Clerk) is a confidential employee. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Clerk-Typist, GS-2 (Management Services) is a confidential employee. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Secretary of ALJ in Charge is a confidential employee. (HEW, SSA, Bureau of Hearings and Appeals, Region IV, A/SLMR No. 882)

Secretaries to Assistant Regional Directors are not confidential employees based on evidence of current duties. A/S rejected as speculative an amendment to their position descriptions made on the day of the hearing and their designations as part of the management team on the day prior to the hearing. (Lake Central Region, Bureau of Outdoor Recreation, Ann Arbor, Mich., A/SLMR No. 1032)

Secretary to the General Manager is confidential employee when serving in a confidential capacity to an individual involved in the formulation and effectuation of management policies in the field of labor relations. (U.S. Merchant Marine Academy, Ship's Service Organization, A/SLMR No. 990)

Federal Personnel Work

Appointment Clerk engaged in Federal personnel work in other than a purely clerical capacity. (IRS Office of the Regional Commissioner, Southeast Region, A/SLMR No. 870)

20 20 00 Employee Categories and ClassificationsFederal Personnel Work (Cont'd)

Administrative Technician is not engaged in Federal personnel work in other than a purely clerical capacity. (Lake Central Region, Bureau of Outdoor Recreation, Ann Arbor, Mich., A/SLMR No. 1032)

Intermittents

Intermittent employees should be included in the unit found appropriate as they have reasonable expectation of future employment; a larger number of "intermittent" employees work for a substantial period of time during the year; and the "intermittent" employees share with regular full-time and part-time employees common supervision, pay scales, job supervision, job assignments, working conditions, and labor relations policies. (NAF Activity, HQ., 24th Inf. Div., Ft. Stewart, Ga., A/SLMR No. 899)

Management Official

(See also: 05 04 00, "Definitions")

Auditors are not management officials. (Comptroller for Guam, Trust Territory of the Pacific Islands, A/SLMR No. 1002)

Attorney (Staff) is not a management official. (Occupational Safety and Health Review Comm., A/SLMR No. 1018)

Director is agency official. (FAA, Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1947)

Examiners are not management officials. (Alabama State Military Dept., A/SLMR No. 1008)

Federal Women's Program Coordinator is not a management official. (U. S. Commission on Civil Rights, Washington D. C., A/SLMR No. 869)

Flight Instructors (Aircraft) are not management officials. (Alabama State Military Dept., A/SLMR No. 1008)

Management Official (Cont'd)  
(See also: 05 04 00, "Definitions")

Spanish Speaking Program Coordinator is not a management official. (U.S. Commission on Civil Rights, Washington, D.C., A/SLMR No. 869)

Training Specialists (Branch Advisors) are not management officials. (Sheppard Technical Trng. Cntr. Tex., A/SLMR No. 1000)

Training Specialists (Instructor and/or Measurement Personnel) are not management officials. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Supervisors

Accountant (General), GS-510-12, is a supervisor. (Overseas Private Investment Corp., A/SLMR No. 917)

Accounting Clerks are not supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Administrative Officer, GS-341-12, is a supervisor. (Overseas Private Investment Corp., A/SLMR No. 917)

Aircraft Armament Systems Mechanic, WG-13, is not a supervisor. (Florida ANG, St. Augustine, Fla., A/SLMR No. 888)

Attorney-Advisors, GS-905-13/14, are supervisors. (Overseas Private Investment Corp., A/SLMR No. 917)

Attorney (Staff) is not a supervisor. (Occupational Safety and Health Review Comm., A/SLMR No. 1018)

Auditors when acting as auditor-in-charge, found to be a supervisor within the meaning of Section 2(c) of the Order and should be excluded from the unit. (Comptroller for Guam, Trust Territory of the Pacific Islands, A/SLMR No. 1002)

Buyer-Secretary (Associate) is not supervisor. (U.S. Merchant Marine Academy, Ship's Service Organization, A/SLMR No. 990)

Clerk-Typists are supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Clerks are not supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Supervisors (Cont'd)

Clerk (Typist), GS-4 (Technical Services) is a supervisor. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Computer Operator, GS-6 is a supervisor. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Computer Specialist, GS-334-12, is not a supervisor. (Overseas Private Investment Corp., A/SLMR No. 917)

Criminal Investigator, GS-11 is a supervisor. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Economic Development Representative is a supervisor. (U.S. Dept. of Commerce, Economic Development Admin., Austin, Tex., A/SLMR No. 898)

Engineer (Project, GS-12 is a supervisor. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 880)

Environmental Protection Specialist, GS-14, who serves as a program manager, is not a supervisor. (Environmental Protection Agency, A/SLMR No. 875)

Examiners are not supervisors. (Alabama State Military Dept., A/SLMR No. 1008)

Federal Protective Officer, GS-083-07 is a supervisor within the meaning of Section 2(c) of the Order. (GSA, Region 3, FPSD, A/SLMR No. 948)

Financial Analyst, GS-1160-14, is not a supervisor. (Overseas Private Investment Corp., A/SLMR No. 917)

Flight Instructors (Aircraft) are not supervisors. (Alabama State Military Dept., A/SLMR No. 1008)

Forestry Technician Supervisory, GS-11 (Tree Improvement) is a supervisor. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Group Leaders, GS-7 are not supervisors. (Cherokee National Forest Jacobs Creek Civilian Conservation Center, A/SLMR No. 890)

Hydromechanical Fuel Control Repairer, WG/13 is a supervisor. (Florida ANG, St. Augustine, Fla., A/SLMR No. 888)

20 20 00 Employee Categories and Classification (Cont'd)Supervisors

Instructors are supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Medical Technicians (Military) are supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Nurses (Head) is a supervisors. (DHEW, Public Health Service Hospital, San Francisco, Calif., A/SLMR No. 894)

Supervisors with less than Three Appropriated Fund Civilian Employees are supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Supervisors with less than Three Subordinates are supervisors. (Sheppard Technical Trng. Cntr., Tex., A/SLMR No. 1000)

Surveying Technician (Supervisory), GS-9 is a supervisor. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Temporary Task Force Leader excluded from unit, while serving in present temporary capacity, as a supervisor, and included in the unit when he returns to his rank and file duties. (Lake Central Region, Bureau of Outdoors Recreation, Ann Arbor, Mich., A/SLMR No. 1032)

Turbine Powered System Repairer, WG/12 is a supervisor. (Florida ANG, St. Augustine, Fla., A/SLMR No. 888)

Students (Graduate) included in unit as such employees have been employed for substantial periods of time and have expectancy of continued employment. (EPA, Research Laboratory, Narragansett, R.I., A/SLMR No. 1071)

"1040" employees included in unit as such employees have been employed for substantial periods of time and have expectancy of continued employment. (EPA, Research Laboratory, Narragansett, R.I., A/SLMR No. 1071)

20 24 00 Post-Decisional Intervention, Showing of Interest and Withdrawal

No Entries

20 24 04 Posting of Notice of Unit Determination

Where unit found appropriate is substantially different from that sought, A/S directed posting of a Notice of Unit Determination in areas where notices are normally posted affecting employees eligible to vote, pursuant to which any labor organization may seek intervention in accordance with Section

20 24 04 Posting of Notice of Unit Determination (Cont'd)

202.5 of Regs , for sole purpose of appearing on ballot.  
(Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

20 24 08 Showing of Interest

Where election is directed in unit different than that sought, and record is unclear as to adequacy of Petitioner's showing of interest in unit found appropriate, before proceeding to election, AA is directed to re-evaluate showing of interest, and if inadequate, petition is to be dismissed (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

Where record is unclear as to adequacy of intervenor's showing of interest because of exclusion of disputed employees from its petitioned for unit, appropriate AA is directed to determine such adequacy before proceeding to election or if insufficient, it should not be placed on the ballot. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

20 24 12 Opportunity to Withdraw

Where A/S directed an election in a unit substantially different than that sought by petitioner, it may withdraw its petition if it does not desire to proceed to an election in the unit found appropriate, upon notice to the appropriate AA within 10 days of A/S Decision. (Navy Torpedo Station, Keyport, Wash., A/SLMR No. 914)

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25 00 00 REPRESENTATION ELECTION AND POST ELECTION STAGES25 04 00 Voting Procedure25 04 04 Professionals

A/S excluded professional employees from the unit found appropriate, even though they were in the petitioned for unit, as the record reflected, and the parties did not dispute, that there were no professional employees within the meaning of the Order employed by the Activity. (Lake Central Region, Bureau of Outdoor Recreation, Ann Arbor, Mich., A/SLMR No. 1032)

Separate elections directed in unit containing professional and nonprofessional employees. (EPA, Research Laboratory, Narragansett, R.I., A/SLMR No. 1071)

25 04 08 Self-Determination

A/S found although professional employees already enjoyed opportunity of separately expressing their desires in prior elections, Section 10(b)(4) of the Order continues to be applicable, and ordered separate expression by professionals under such section. (U.S. Dept. of Commerce, Nat'l Oceanic and Atmospheric Admin., Nat'l. Weather Service, Central, Western and Southern Regions, A/SLMR No. 910)

A/S ordered self-determination election in proposed unit of guards and detectives found appropriate where exclusive representative of activity-wide unit had a clear desire to represent employees. Thus, he afforded the employees in the unit found appropriate the opportunity to choose whether or not they wish to become part of the existing activity-wide unit. (Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 1019)

25 04 12 Role of Observers

No Entries

25 04 16 Severance

No Entries

25 08 00 Objections25 08 04 Under EO 10988

No Entries

25 08 08 Procedure

No Entries

25 08 12 Timing of Objectionable Conduct

No Entries

25 08 16 Agency Rules on Campaigning

No Entries

25 08 20 Campaign Communications

No Entries

25 08 24 Promises of Benefit

No Entries

25 08 28 Conduct of Election

No Entries

25 08 32 Agency Neutrality

No Entries

25 12 00 Challenges

25 12 04 Eligibility of Employees

(See also: 20 20 00, "Employee Categories and Classifications")

25 12 08 Questions Concerning Ballot

No Entries

25 12 12 Timing of Challenge

No Entries

25 16 00 Certification

No Entries

25 20 00 Clarification of Unit

(See also: 10 04 16, "Types of Petitions: Procedures, CU")

A/S found that Federal Women's Program Coordinator and Spanish Speaking Program Coordinator should be included in the unit as they are not management officials but are resource persons who do not have the authority to make or influence effectively

25 20 00 Clarification of Unit (Cont'd  
 (See also: 10 04 16, "Types of Petitions: Procedures, CU")

Activity policies with respect to personnel, procedures or programs. (U.S. Commission on Civil Rights, Washington, D. C., A/SLMR No. 869)

Unit clarified by including employee classified as Environmental Protection Specialist, GS-14, who serves as a program manager and whom A/S found was not a supervisor. (Environmental Protection Agency, A/SLMR No. 875)

Subsequent to an administrative transfer of certain employees to a new command, A/S found that these employees continued to share a community of interest with other employees at the Activity where they continue to perform the same job functions in the same location with no substantial change in their working conditions, immediate supervision and job contacts or personnel policies. Also, he found retention of employees in the exclusively recognized unit would promote effective dealings and efficiency of agency operations. (Dept. of the Army, Military Traffic Mgmt. Command, Military Ocean Terminal, Sunny Point, A/SLMR No. 877)

A/S ordered that the existing unit be clarified to exclude employees in seven job classifications as these employees were supervisors or confidential employees within the meaning of the Order. (Forest Service, Ouachita Nat'l Forest, Hot Springs, Ark., A/SLMR No. 879)

Unit clarified based on A/S determination that certain GS-12 project engineers are supervisors within the meaning of the Order and should be excluded from the unit and certain other project engineers are not supervisors. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 880)

A/S ordered that the existing unit be clarified to exclude employees designated as the Secretary to the ALJ in charge as they are confidential employees. (HEW, SSA, Bureau of Hearings and Appeals, Region IV, A/SLMR No. 882)

A/S ordered that the existing unit be clarified based on his determination that the Hydromechanical Fuel Control Repairers and the Turbine Powered Systems Repairer (Foreman), were supervisors and that the Air Aircraft Armament Systems Mechanic is not a supervisor within the meaning of the Order. (Florida A G, St. Augustine, Fla., A/SLMR No. 888)

25 20 00 Clarification of Unit (Cont'd)

Unit clarified by excluding employees classified as Economic Development Representative, GS-301-/12-13 as they are supervisors within the meaning of the Order. (U.S. Dept. of Commerce, Economic Development Admin., Austin, Tex., A/SLMR No. 898)

A/S clarified unit by finding two employees were not confidential employees. In addition, A/S made findings with respect to the supervisory status of 12 other employees whose status Petitioner sought to clarify. (Overseas Private Investment Corp., A/SLMR No. 917)

Unit clarified following reorganization as DCASO Huntsville unit no longer remained appropriate since employees had become organizationally and operationally integrated with employees of DCASMA Birmingham. (DCASR, Atlanta, Ga., A/SLMR No. 941)

A/S amended the AFGE's recognition and clarified its unit of Guards and Federal Protective Officer by including employees found in the job classification of Contract Specialist, Protection Specialist, Equipment Specialist (electronic), Training Instructors, General Communications Operator and Federal Protective Inspectors as he found these employees to be functionally and administratively integrated with the Federal Protective Officers and Guards and have a clear and identifiable community of interest with the employees represented by AFGE. He also found that the unit as clarified will continue to promote effective dealings and efficiency of agency operations. (GSA, Region 3, FPSD, A/SLMR No. 948)

CU petitions seeking to divide 2 existing bargaining units into 4 units following reorganization dismissed where existing units continued after reorganization to remain appropriate. (U.S. Army Missile Materiel Readiness Comm. and U.S. Army Missile Research and Development Command, A/SLMR No. 956)

A/S found that subsequent to an administrative transfer of certain Wage Grade employees to a new command, these employees continued to share a community of interest with other employees at the Activity and continued to perform the same job functions in the same location with no substantial change in their working conditions, immediate supervision, job contacts or personnel policies. Also, he found retention of these employees in the exclusively recognized unit would promote effective dealings and efficiency of agency operations. (U.S. Army Military District of Washington, Fort Myer, Va., A/SLMR No. 973)

25 20 00 Clarification of Unit (Cont'd)

Unit clarified to reflect accretion to Petitioner's existing unit of transferred group of employees. (Naval Training Cntr., Orlando, Fla., A/SLMR No. 988)

Unit clarified, pursuant to a CU petition, by (1) including Associate Buyer-Secretary; (2) including the Bookkeeper; and (3) by excluding the Secretary to the General Manager. A/S found that the Secretary herein is a confidential employee inasmuch as she acts in a confidential capacity to an official who, in his capacity as overall supervisor of the Activity, is involved in effectuating labor management relations. (U.S. Merchant Marine Academy, Ship's Service Organization, A/SLMR No. 990)

Unit clarified by A/S, pursuant to principles enunciated in Council's decision on appeal (FLRC No. 76A-82), finding that employees who had been represented by AFGE Local 81 at Ft. Gillen and who had been administratively transferred to Ft. McPherson, have accreted into AFGE Local 1759's unit, which remains appropriate for the purpose of exclusive recognition. (Dept. of Army, Ft. McPherson, Ga., A/SLMR No. 1005)

A/S concluded that two groups of Petitioner's staff attorneys should not be excluded from the exclusively recognized unit under Section 3(d) of the Order, where it was found that the Occupational Safety and Health Act of 1970 was not a "Labor management relations law" within the meaning of Section 3(d), and the conflicts of interest that Section 3(d) was intended to eliminate were not otherwise present. He also noted no contention or basis to find that the attorneys should be excluded as supervisors or management officials, or under any other exclusionary category set forth in Section 10(b) of the Order. (Occupational Safety and Health Review Commission, A/SLMR No. 1018)

A/S found that the Director of Operations, the Activity's designated Labor Relations Officer, is involved in the formulation and effectuation of management policies in the field of labor relations and that, as his Secretary serves him in a confidential capacity in these matters, she should be excluded from the exclusively recognized unit as a confidential employee. (Consumer Product Safety Commission, Philadelphia AO, A/SLMR No. 1037)

A/S ordered that CU petition be dismissed inasmuch as petition sought to clarify the status of 60 supervisory Plant Protection and Quarantine Officers, who, as found in a prior proceedings, not only evaluate employees but also exercise independent judgment in directing employees. (USDA, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, A/SLMR No. 1038)

24 20 00

25 20 00 Clarification of Unit (Cont'd)

Unit was clarified to exclude Operations Research Analysts, who were never intended to be included in the existing unit of non-professional employees, inasmuch as the evidence established that the Analysts were found to be professional employees within the meaning of the Order. (DOT, National Highway Traffic Safety Administration, A/SLMR No. 1068)

25 24 00 Amendment of Recognition or Certification

No Entries

30 00 00 UNFAIR LABOR PRACTICES: PROCEDURE30 04 00 Requisites for Charges and Complainants

A/S found, contrary to ALJ, that procedural due process precluded construing a complaint so broadly as to include as party respondents components of national labor organizations not named in the complaint. A/S also dismissed violations found by ALJ based on incidents not set forth in the complaint. (PATCO, MEBA, AFL-CIO, A/SLMR No. 878)

A/S found in agreement with the ALJ that the AFGE's withdrawal of Section 19(a)(6) allegation against the Respondent Agency was equivalent to a withdrawal of that part of the complaint against Respondent Activity as well since the very basis set forth in the complaint for a violation of Section 19(a)(6) was the asserted failure of the Respondent Agency to make a timely determination on the AFGE's request for a negotiability determination. He also found that Section 11(c) of the Order did not impose a direct time limitation on the Respondent Agency in issuing a negotiability determination. (Environmental Protection Agency, Washington, D. C.; Environmental Protection Agency, Research Triangle Park, N.C. A/SLMR No. 943)

A/S adopted ALJ's finding that Respondent had not violated Section 19(a)(1) and (2) of the Order as the allegation that Respondent had attempted to restrict employee from soliciting authorization cards was not contained in the pre-complaint charge and thus, barred from consideration. (VA Regional Office, Honolulu, A/SLMR No. 976)

A/S found no basis for dismissal of complainant based on issues raised by the Respondent which it claimed had not been ruled on by the RA. Contention that complaint should be dismissed as to the Respondent Activity because it was not simultaneously served with a copy of the complaint was rejected noting that both the Activity and the Agency were named in the complaint, the Agency was served with a copy, and both parties were represented at the hearing. Claim that complaint should be dismissed because the Complainant submitted no evidence in its support was rejected where evidence established that the initial burden of proof was met. (IRS, and IRS Chicago District, Chicago, Ill., A/SLMR No. 987)

A/S agrees with ALJ's refusal to dismiss complaint for failure to name an appropriate respondent because, although the bargaining relationship between the parties existed at the local level, district offices were not indispensable parties to the complaint where, as here, agency management

30 04 00 Requisites for Charges and Complaints (Cont'd)

above the exclusive recognition level is responsible for the improper conduct alleged. (IRS, A/SLMR No. 998)

A/S, in agreement with ALJ, declined to consider the merits of a second issue raised at the hearing by the Complainant relating to an alleged change in working conditions regarding the use of government vehicles as it had not been raised in the complaint, as required by the A/S's Regulations. (Naval Weapons Station, Concord, Calif., A/SLMR No. 1020)

A/S found that a component of an exclusive representative had authority to file a ULP complaint since it was, at a minimum, recognized by the Respondent as the agent of the National Office of the exclusive representative and had standing to act on behalf of the exclusive representative. (SSA, Bureau of Retirement and Survivors Insurance, A/SLMR No. 1022)

A/S found that the prescribed period of 60 days for filing a timely complaint cannot be extended by filing a second pre-complaint charge which essentially reiterates the same allegations as the first precomplaint charge. (Navy Commissary Store Region, Norfolk, Va., A/SLMR No. 1030)

A/S agreed with ALJ that Respondent's Motion to Dismiss, based on Complainant's alleged noncompliance with the A/S's Regulations, be denied as it appeared that such contention was made for the first time at the hearing. (VA Hospital, Lexington, Ky. A/SLMR No. 1051)

Contrary to the ALJ, the A/S found that a remark made by a supervisor to the employee was threatening and coercive, however; inasmuch as the complaint failed to contain this allegation, the A/S could not pass on this matter. (FAA, William P. Hobby Airport Traffic Control Tower-TRACAB, Houston, Texas, A/SLMR No. 1039)

30 08 00 Complaint Proceedings: Investigation Stage30 08 04 Blocking Complaints

No Entries

30 12 00 Hearing30 12 04 Rulings of ALJs

ALJ determined that as there was no factual dispute involved in the alleged unfair labor practice which required an evidentiary hearing, a determination of the alleged unfair labor practice could be made on the basis of the Respondent's motion to dismiss, the Complainant's response to the motion, the Respondent's reply and the Federal Labor Relations Council's Major Policy Statement concerning representational rights of employees under the Order (IRS, A/SLMR No. 897)



30 12 04 Rulings of ALJs (Cont'd)

ALJ denied Complainant's motion for a continuance as neither the fact that another proceeding was pending, nor the unsupported statement that Complainant's appointed representative had a personal emergency was a showing of good cause. (Defense Logistics Agency, DCASR, Los Angeles, A/SLMR No. 958)

ALJ's ruling allowing the record to remain open subsequent to the closing of the hearing, so that a witness of the Complainant could be allowed to testify by affidavit, was not found to be prejudicial by the A/S since no apparent weight was given to the statement by the ALJ and no exceptions were filed. (Southern Region, Nat'l Weather Service, A/SLMR No. 959)

A/S agrees with ALJ's finding that post complaint conduct was properly considered as background with respect to the alleged ULP. Further, the fact that Respondent's subsequent misconduct flowed directly from the ULP made it appropriate to specifically remedy such conduct. (IRS, A/SLMR No. 998)

A/S, noting that no exceptions were filed by Respondent, found that ALJ's ruling ordering that official time be granted to Complainant's representative at hearing should not be overturned, however, A/S noted that under Section 206.7 (g) of the A/S Regulations only necessary witnesses are required to be granted official time for participation at hearings. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1028)

ALJ took cognizance of witness's failure to appear and noted that he would weigh the evidence consistent with his obligation under Section 206.7 (e) of the A/S Regulations where a party fails to comply with a Request for Appearance of Witnesses. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1040)

Complainant's request for postponement of hearing on basis that it was not possible to get a fair hearing was denied by ALJ. (Hq. 2750th Air Base Wing, Wright-Patterson AFB, Ohio, A/SLMR No. 1043)

In view of Complainant's refusal to proceed, ALJ closed hearing. (Hq. 2750th Air Base Wing, Wright-Patterson AFB, Ohio, A/SLMR No. 1043)

30 12 08 Untimely Amendments to Complaints

No Entries

30 12 12 Failure to Appear

Complainant's appointed representative's failure to appear at the hearing due to an unknown personal emergency was not a showing of good cause, thus motion for a continuance was denied. (Defense Logistics Agency, DCASR, Los Angeles, A/SLMR No. 958)

ALJ took cognizance of witness's failure to appear and noted that he would weigh the evidence consistent with his obligation under Section 206.7 (e) of the A/S Regulations where a party fails to comply with a Request for Appearance of Witnesses. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1040)

30 12 16 Prejudicial Evidence

A/S noted that ALJ improperly received evidence on, and, considered allegations in the complaint which had been previously dismissed by the Regional Administrator. However, in view of his decision to dismiss the complaint, the A/S found that the ALJ's action did constitute prejudicial evidence. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1040)

30 12 20 Technical Deficiencies

A/S in dismissing the complaint based on the record, rejected the Respondent's claim that the complaint should be dismissed based on alleged technical deficiencies the RA did not rule on. (IRS, and IRS Chicago District, Chicago, Ill., A/SLMR No. 987)

A/S found ALJ's acceptance into evidence of offer of settlement was improper and he declined to rely thereon, as admission into evidence of such offers is inconsistent with purposes and policies of EO of encouraging settlement of ULP's, citing U.S. Department of Air Force, Norton Air Force Base, 3 A/SLMR No. 175, A/SLMR No. 261 (1973). (Directorate of Facility Engineers, Ft. Richardson, Alaska, A/SLMR No. 946)

30 12 24 Evidence and Burden of Proof

Complainant failed to sustain his burden of proof in establishing that the Respondent gave Complainant a performance rating based on his labor union representative activities rather than as an employee. (Defense Logistics Agency, DCASR, Los Angeles, A/SLMR No. 958)

30 12 24 Evidence and Burden of Proof (Cont'd)

Complainant failed to establish that the Union official present at the hearing was not capable of representing the Complainant when his appointed representative failed to appear at the hearing. (Defense Logistics Agency, DCASR, Los Angeles, A/SLMR No. 958)

A/S adopted ALJ recommendation that complaint be dismissed for failure of prosecution and/or for failure to prove the allegation of the complaint by a preponderance of the evidence as Complainant was given opportunity to call witnesses but refused to do so, and the one exhibit received failed to establish the allegation of the complaint. (Hq. 2750th Air Base Wing, Wright-Patterson AFB, Ohio, A/SLMR No. 1043)

30 12 28 Lack of Cooperation

No Entries

30 16 00 Post-Hearing

A/S citing his policy of not distributing credibility resolutions of ALJ's unless the preponderance of all the relevant evidence established that such resolutions clearly are incorrect, adopted the findings, conclusions and recommendation of the ALJ, and ordered that the complaint be dismissed. (Canteen Service, VA Hospital, Phoenix, Ariz., A/SLMR No. 883)

While ALJ inadvertently failed to make a specific finding that Respondent violated Section 19(a)(1) and (6) of the Order, A/S corrected this inadvertance, noting that a reading of the Recommended Decision and Order made it clear that ALJ intended to make such a finding. (IRS, A/SLMR No. 998)

30 20 00 Stipulated Record

Pursuant to Section 205.5(b) of the Regs, RA transferred case to the A/S for decision based on stipulated record. A/S, in dismissing the complaint based on the record, rejected the Respondent's claim that the complaint should be dismissed based on alleged technical deficiencies the RA did not rule on. (IRS, and IRS Chicago District, Chicago, Ill., A/SLMR No. 987)

Pursuant to Section 206.5(a) of A/S Regs., parties may waive hearing and submit joint stipulation for A/S decision in unfair labor practice proceeding. (SSA, Quality Assurance Field Staff, Flushing, N.Y., A/SLMR No. 1036)

30 24 00 Employee Status: Effect on Unfair Labor Practices

No Entries

30 28 00 Effect of Other Proceedings or Forums

A/S adopted the ALJ's finding that, pursuant to Section 11(d), he had jurisdiction to make the negotiability determination necessary to resolve the merits of the alleged unfair labor practice. (IRS, Cleveland, Ohio, A/SLMR No. 972)

A/S adopted ALJ's finding that the subsequent receipt under FOI of a report which the Activity had refused to furnish when it was requested under the negotiated grievance procedure as relevant and necessary to the processing of a grievance did not render moot the ULP. However, the A/S viewed the Complainant's receipt as rendering unnecessary an affirmative requirement that it be produced. (IRS and IRS, Atlanta District Office, A/SLMR No. 975)

A/S found that the CSC's verbal response to the Respondent's request for an interpretation of "high work" did not constitute a CSC policy interpretation that the settlement agreement reached by the parties was invalid under the pertinent provisions of the FPM, but rather was a possible interpretation of the guidelines established by the FPM and, therefore, could not serve as a basis for rescinding the grievance settlement agreement. (GSA, Region 3, A/SLMR No. 996)

30 32 00 Major Policy Issue Raised

No Entries

35 00 00 UNFAIR LABOR PRACTICES: AGENCY35 04 00 General35 04 04 Guidance or Directives of Civil Service Commission or Agency

Response of Civil Service Commission (CSC) merely reflected a possible interpretation of the guidelines established by the FPM and was not intended to reflect a CSC policy interpretation. (GSA, Region 3, A/SLMR No. 996)

Since the disposition of this case involved, in part, an interpretation of 4 U.S.C. Section 5342-5347 and its implementing CSC directives, asked the Commission for an interpretation of its directives as they pertained to the present case. On March 15, 1978, the Commission issued its interpretation in response to the Assistant Secretary's request. (Naval Exchange, Naval Training Cntr., San Diego, Calif., A/SLMR No. 1054)

35 04 08 Waiver of Rights Granted by Executive Order

A/S rejected Respondent Activity's contention that Complainant waived its right to negotiate a change in working hours, as a result of Article 22, Sec. 3 in the negotiated agreement. (IRS, Chicago District Office, A/SLMR No. 962)

A/S found that an earlier settlement agreement by the parties did not preclude the utilization of ULP procedures under EO. (Penn. Army and Air NG, A/SLMR No. 969)

A/S adopted ALJ's rejection of Respondent's contention that the negotiated agreement language constituted a waiver of the Complainant's right to negotiate about the impact and implementation of a new system of quality review where the agreement established a requirement for uniformity of application of quality review system and the change involved the procedure for implementing the contractually established requirement. Further, the A/S adopted the ALJ's finding of a Section 19(a)(6) violation based on the Respondent's unilateral alteration of the system without notifying and affording the exclusive representative the opportunity to bargain over the impact and procedures. (IRS, Fresno Service Cntr., A/SLMR No. 983)

35 04 12 Management Rights

No Entries

35 04 16 National Consultation Rights

A/S determined that Section 9 (b) of the Order established three distinct rights for labor organizations which have been granted national consultation rights: (1) The right to notice of proposed substantive changes in personnel policies affecting unit employees, and an opportunity to comment thereon; (2) the right to suggest changes in personnel policies and to have its views carefully considered; and (3) to consult in person, upon request, with agency management on personnel policy matters and to present its views thereon in writing. This third right is limited by the provision that consultation is not required on any matter on which the Activity would not be required to meet and confer if the labor organization was entitled to exclusive recognition. (Secretary of the Navy, Pentagon, A/SLMR No. 924)

A/S finds that although the Order itself does not accord to employees the right to retain their jobs, Section 19 (b) of the Order and the FLRC's Regulations cannot be read as referring only to those rights established by the Order, since they contemplated the possibility of change in such substantive rights. Thus, any proposal which may result in displacement of employees by elimination of their jobs is a fundamental substantive change in personnel policy. (Secretary of the Navy, A/SLMR No. 924)

35 08 00 Section 19(a)(1)

No Entries

35 08 04 Interference

During the course of a promotional interview, a question asked of a union steward whether her union business took her away from her work was found to be violative of Section 19(a)(1) of the EO as in the context of the statement, it led the steward to conclude that her union representational duties would tend to undermine her prospects for promotion. (IRS, Detroit Data Center, Detroit, Mich., A/SLMR No. 862)

A/S adopted ALJ's conclusion that manager of snack bar violated Section 19(a)(1) of the EO by stating to an employee, not only her own hostile views of unionism but also by alleging that the Food Service Manager would not like the employee joining the union and would find a way to get rid of the employee if she did go ahead and join the union. (Marine Corps Exchange 8-2, El Toro, Calif., A/SLMR No. 865)

A/S found that assignment of employee to clerical duties was not harassment or coercion under the Order since there was no evidence of union animus on the part of the Respondent. (HUD, Los Angeles Area Office, A/SLMR No. 891)

A/S found that Respondent did not fail to inform employee of right to union representation pursuant to the terms of the negotiated agreement in proposed adverse action. (HUD, Los Angeles Area Office, A/SLMR No. 891)

Based on FLRC's Major Policy Statement concerning representational rights of employees under the Order, the A/S found that Activity did not violate Section 19(a)(1) of the EO by denying employee's request for union representation at investigative interview as it was a nonformal investigative interview and, as such, the employee did not have a right under Section 10(e) to representation by his exclusive representative. (IRS, A/SLMR No. 897)

Activity violated Section 19(a)(1) of the EO by questioning an employee concerning an informal grievance he had filed and indicating what consequences would ensue if the employee pursued the grievance. (FAA, Air Traffic Control Tower, Greater Pittsburgh Airport, A/SLMR No. 920)

35 08 04 Interference (Cont'd)

A/S held that union officials affiliated with a union other than the certified exclusive representative has no right enforceable under the Order to represent an employee as a personal representative. (DOD, Dependents Schools, Europe, A/SLMR No. 922)

A/S, found in agreement with ALJ, that the Respondent had engaged in conduct violative of the Order when it failed to afford the Complainant the right to be represented by his exclusive representative at a meeting at which he was entitled to such representation, but dismissed the complaint because the conduct found violative of the Order was de minimis and cured by a subsequent meeting held within a short period of time at which the exclusive representative was present. A/S noted that no substantive discussions were held during the meeting at which the Complainant was denied representation. (DSA, DCASR, Los Angeles, A/SLMR No. 923)

A/S, in agreement with ALJ, found that based on credited evidence, the Respondent did not promise the Complainant a promotion if he dropped a grievance. (DSA, DCASR, Los Angeles, A/SLMR No. 923)

The Respondent's treatment of the Complainant based, in part, upon presenting the views of a labor organization to the Congress, activity which is specifically protected by Section 1(a) of the Order, violated Section 19(a)(1) as such treatment would tend to interfere with her rights and the rights of other employees, who could reasonably infer that they would suffer a similar fate if they engaged in the same type of protected activity. (HUD, Milwaukee Area Office, Milwaukee, Wisc., A/SLMR No.925)

The A/S concluded, in agreement with the ALJ, that the Complainant failed to sustain its burden of proving an independent Section 19(a)(1) violation, including the allegation that its president was treated differently from its other officers and stewards. (Dept. of the AF, 4392nd Aerospace Support Gp., Vandenberg AFB, Calif., A/SLMR No. 935)

A/S adopted ALJ's recommendation to dismiss Section 19(a)(1) allegation where Respondent restricted access to its buildings and parking facilities during 1976 Bicentennial weekend, based on finding that the matter was an internal security practice within the meaning of Section 11(b) of the EO, and that the Complainant never requested bargaining. (Office of Secy., DOT, A/SLMR No. 939)



35 08 04 Interference (Cont'd)

A/S adopted ALJ's finding that Respondent did not violate Section 19(a)(1) of the Order when a supervisor inquired of an employee as to whether he was seeing stewards on union business, and his statement of the necessity for advance permission before meeting with a steward was meant to apply to meetings during working time in accordance with the parties' negotiated agreement, and that the employee so understood it. (IRS Chicago District, A/SLMR No. 942)

A/S noting particularly the absence of exceptions, adopted ALJ's findings that Respondent violated Section 19(a)(1) of the EO by interrogating unit employees with regard to membership in, or activities on behalf of a labor organization. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 945)

A/S, noting particularly the absence of exceptions, adopted ALJ's finding that payroll supervisor's statements made to union member and union steward during course of discussions concerning the union members' dual pay status did not violate Section 19(a)(1) of the Order. (Dept. of Navy, United States Naval Air Station, Alameda, Calif., A/SLMR No. 955)

A/S, noting no exceptions, adopted ALJ's finding that Respondent did not violate Section 19(a)(1) of the Order when it had mistakenly, for a brief time, dealt with the wrong party to resolve a complaint. (Southern Region, Nat'l Weather Service, A/SLMR No. 959)

A/S adopted ALJ's finding of Section 19(a)(1) violation where supervisor, after being approached by steward to discuss a grievance, threatened steward with physical harm, invited steward to hit him, and called steward "troublemaker" in presence of other employees. While noting supervisor's "sense of frustration" with steward, ALJ could not excuse conduct which interfered with, restrained or coerced steward while engaged in activity protected by Section 1(a) of the EO. Moreover, such threats against union steward, made in presence of other employees, had a "chilling effect" and showed disdain for Complainant's representative. (Ozark-Saint Francis National Forest, Russellville, Ark., A/SLMR No. 977)

35 08 04 Interference (Cont'd)

Investigator's interrogation of Complainant's Chief Steward made during the course of an administrative investigation with respect to the names of persons attending a union meeting was considered reasonable, under the particular circumstances of the case. A/S noted that the investigator sought only information concerning the specific agency violation and was not inquiring into any union matters. (GSA, Region 10, Auburn, Wash., A/SLMR No. 985)

A/S adopted ALJ's finding that the Respondent's statement in a probationary employee union steward's performance appraisal concerning her union activities was violated of Section 19 (a)(1) of the EO. (IRS, Memphis Service Cntr., A/SLMR No. 989)

Activity did not violate Section 19(a)(1) and (6) of EO by failing to comply with terms of an oral agreement to furnish vacancy lists to the Complainant in connection with a proposed reorganization and RIF. A/S concluded that there was no "meeting of the minds" between the parties, and therefore no agreement existed. (U.S. Army Materiel Devel. and Readiness Command, A/SLMR No. 994)

A/S adopted ALJ's finding that Respondent violated Section 19(a)(1) of the Order when it met with unit employees over matters related to personnel policies and procedures and general working conditions concerning work assignments without first notifying the exclusive representative and giving it the opportunity to be represented at such meeting which constituted a formal discussion within the meaning of Section 10(e) of the Order. However, A/S disagreed with ALJ's finding that Respondent independently violated Section 19(a)(1) of the Order based on economic coercion as such coercion, standing alone, does not constitute interference with employees rights assured under the Order. (Puget Sound Naval Shipyard, A/SLMR No. 1003)

A/S, found in agreement with the ALJ, that the Respondent violated Section 19(a)(1) and (2) of the Order based on numerous instances of actions on the part of the Respondent directed at a unit employee and other active members of the Union which established Respondent's union animus and discriminatory motives in terminating said unit employee. A/S further found that but for the exercise of her rights assured under the Order, the employee would not have been discharged. (VA., Chicago Veterans Hospital, N. Chicago, Ill., A/SLMR No. 1024)

35 08 04 Interference (Cont'd)

Activity violated Section 19(a)(1) of the Order where foreman's admitted statement to the effect that he did not recognize the Union's steward "as a representative of anything or anyone" was found to indicate disdain for the Union and served to restrain employees in the exercise of their rights under the Order. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 1026)

A/S adopts ALJ's finding that Respondents did not violate Section 19(a)(1) and (6) of the Order by implementing a furlough procedure for certain employees at a time when such procedures were under negotiation at the national level. A/S found that Respondent's District Office had in fact notified the Complainant of its decision and afforded it the opportunity to bargain over impact and implementation; the failure of Complainant to request such bargaining was found not to be based on any intentional misrepresentation by agency management. (IRS and IRS South Carolina District Office, A/SLMR No. 1027)

Respondent not obligated to make available on official time employees who appear solely as union representatives. (SSA, Quality Assurance Field Staff, Flushing, N.Y. A/SLMR No. 1036)

A/S adopted ALJ's finding that an agency requirement that a union representative designated as "counsel" fill out a request for outside employment form, where he served as an attorney for the agency and received remuneration from the union for his representational duties, did not constitute interference with his Section 1(a) rights of the EO. Thus, the ALJ found, noting the proscription of Section 1(b) and the agency's code of conduct with respect to conflicts of interest which is particularly stringent for attorneys that the agency's inquiry was within its rights. (IRS Chicago District, A/SLMR No. 1042)

A/S adopted ALJ's finding that Activity did not violate Section 19 (a)(1) of the EO by the conduct of its Chief, Air Traffic Division, in making statements to a PATCO Vice-president that he had delayed and impeded an accident investigation and that the controllers involved should be allowed to make up their own minds in regard to any statements they wished to make where the statements were directed over the telephone to the PATCO vice-president and were not made directly to unit employees (FAA, Alaska Region, A/SLMR No. 1046)

35 08 04 Interference (Cont'd)

Noting particularly the absence of exceptions, A/S adopted ALJ's finding that Respondent did not violate Section 19(a)(1) of the EO when it ticketed Complainant's president's car where there was no evidence that the Complainant's president was singled out for unjust treatment. (GSA, National Archives and Records Service, A/SLMR No. 1055)

A/S found in agreement with the ALJ that the Complainant failed to sustain its burden of proof that the statement, even if made by Respondent's supervisor to an employee, violated Section 19(a)(1) of the Order. (GSA, Region IX, A/SLMR No. 1056)

Pursuant to FLRC No. 77A-77 and rationale therein, A/S reversed holding in A/SLMR No. 852, in which he found Respondent's conduct to be violative of Section 19(a)(3) and (1) of the EO; and ordered that the complaint be dismissed in its entirety. (Grissom AFB, Peru, Ind., A/SLMR No. 1057)

35 08 08 Distribution of Literature

No Entries

35 08 12 Solicitation

A/S adopted ALJ's finding that Respondent had not violated Section 19(a)(1) and (2) of the Order as (1) the allegation that Respondent had attempted to restrict employee from soliciting authorization cards was not contained in the pre-complaint charge and thus, barred from consideration, but was, at worst, a de minimus violation and (2) the decision to reassign the employee to a new position was not motivated by anti-union animus, but was based on the Grievance Examiner's findings that she should be transferred, and on employee's own request for a transfer. (VA Regional Office, Honolulu, A/SLMR No. 976)

35 12 00 Section 19(a)(2)

A/S adopted ALJ's conclusion that the termination of the employee's employment was not in violation of Section 19(a)(2) of the Order as it was not related to her union activities. (Marine Corps Exchange 8-2, El Toro, Calif., A/SLMR No. 865)

35 12 00 Section 19(a)(2) (Cont'd)

A/S concluded, in agreement with ALJ, that the Complainant failed to establish that the selection of one employee for the promotion sought by another employee was tainted by consideration of the latter's union sympathies and activities. (Naval Air Rework Facility, Marine Corps Air Station, Cherry Point, N.C., A/SLMR No. 868)

A/S found in concurrence with the ALJ that the Respondent's discharge of the Complainant did not violate Section 19(a) (1) and (2) of the Order, as although the Complainant's discharge did not appear to be free from unfairness, there was no evidence of anti-union animus by management, her union activities did not appear to have had a part in the Respondent's actions toward her. (Canteen Service, VA Hospital, Phoenix, Ariz., A/SLMR No. 883)

A/S adopted ALJ's finding, noting no exceptions, that the Respondent did not violate Section 19(a)(1) and (2) of the Order when it did not offer the Complainant a transfer to a position at a location coinciding with that offered her spouse where the evidence indicated that no vacancies existed for which the Complainant was qualified within commuting distance, and the official responsible for finding a transfer position for the Complainant had no knowledge of her union activity. (DOD, Dependent Schools, Europe, A/SLMR No. 903)

A/S found in agreement with ALJ that although the Respondent accorded probationary employees less rights than non-probationary employees upon the imposition of discipline, and such distinction made union membership less attractive to probationary employees, there was no violation of Section 19(a)(2) of the Order because Respondent's conduct was not based on, or motivated, at least in part, by the union membership or activity of the employees involved. (Norfolk Naval Shipyard, A/SLMR No. 908)

A/S, in agreement with ALJ, found insufficient evidence to establish that Union President's performance evaluation was discriminatory or motivated by anti-union animus. (IRS, Indianapolis, Ind., A/SLMR No. 909)

Generally, in order to sustain a Section 19(a)(2) finding, there must be a specific showing that a discriminatory act was motivated by anti-union considerations. However, where agency management engages in conduct which is inherently destructive of a basis right guaranteed to employees under the Order, proof of specific knowledge of the union activity involved is not necessary to sustain a finding that such conduct is violative of Section 19(a)(2) of the Order. In this case, the A/S found that by

35 12 00 Section 19(a)(2) (Cont'd)

affecting the Complainant's chances for promotion because she wrote a letter to Congress in her capacity as a union representative, the Respondent discriminated against her in a manner that was inherently destructive of a basic right assured by Section 1(a) of the Order, and violated Section 19(a)(2) of the Order even though it was not established that the Complainant wrote to Congress in her capacity as a union representative. (HUD, Milwaukee Area Office, Milwaukee, Wisc., A/SLMR No. 925)

A/S in agreement with ALJ found that the Respondent did not violate Section 19(a)(2) of the Order by refusing to extend and/or grant requests for transfer to specific locations because of the affected employees union activity as the decisions and/or recommendation to extend or transfer the individual employees were made prior to circulation of the petition which led to the establishment of the union. (U.S. Customs Service, Region I, Boston, Mass., A/SLMR No. 949)

Respondent did not violate Section 19(a)(1) and (2) of EO where it was noted that upon discovery of material contained in the evaluation of an employee concerning the employee's union activities, the information complained of was deleted from consideration, replaced with a favorable evaluation from the employee's former supervisor, and the employee was re-ranked by an entirely new promotion panel. It was further noted that the Shipyard commander immediately published a memorandum to supervisors designed to avoid repetition of similar occurrences in future evaluations. (Norfolk Naval Shipyard Portsmouth, Va., A/SLMR No. 967)

A/S adopted ALJ's finding that Respondent had not violated Section 19(a)(1) and (2) of the Order as (1) the allegation that Respondent had attempted to restrict employee from soliciting authorization cards was not contained in the pre-complaint charge and thus, barred from consideration, but was, at worst, a de minimus violation; and (2) the decision to reassign employee to a new position was not motivated by anti-union animus, but was based on the Grievance Examiner's finding that she should be transferred, and on employee's own request for a transfer. (VA Regional Office, Honolulu, A/SLMR No. 976)

35 12 00 Section 19(a)(2) (Cont'd)

A/S adopted ALJ's finding that there was insufficient evidence to establish that a probationary employee union steward was terminated from employment because of her union activities and therefore dismissed the alleged Section 19(a)(2) violation. (IRS, Memphis Service Cntr., A/SLMR No. 989)

A/S found, contrary to ALJ, that Respondent did not violate Section 19(a)(2) of the Order by encouraging or discouraging membership in a labor organization as Respondent only encouraged employees to change their rating to another craft and did not suggest that they change union membership. (Puget Sound Naval Shipyard, A/SLMR No. 1003)

Agency and Activity did not violate Section 19(a)(1) and (2) by their 1976 adverse performance appraisal of an employee where the reason for such appraisal was employee's inability to get along with others, his insensitivity in interpersonal relations, and the continual objections raised by the employee with respect to instruction given him, and not the employee's processing of grievances or complaints. (NLRB, Region 17, and NLRB, A/SLMR No. 1015)

A/S found, in agreement with the ALJ, that the Respondent violated Section 19(a)(1) and (2) of the Order based on numerous instances of actions on the part of the Respondent directed at a unit employee and other active members of the Union which established Respondent's union animus and discriminatory motives in terminating said unit employee. A/S further found that but for the exercise of her rights assured under the Order, the employee would not have been discharged. (VA, Chicago Veteran Hospital, N.Chicago, Ill., A/SLMR No. 1024)

A/S adopted ALJ's conclusion that the separation of an Activity employee from his job during his trial employment period was not motivated by the employee's vigorous exercise of his protected union rights in violation of the EO. He found that the employee was not terminated for pretextual reasons but was terminated because of his unsatisfactory work performance. (FAA, William P. Hobby Airport Traffic Control Tower-TRACAB, Houston, Tex., A/SLMR No. 1039)

35 12 00 Section 19(a)(2) (Cont'd)

A/S adopted ALJ's dismissal of Section 19(a)(2) allegation where no evidence was present of disparate treatment in an agency requirement that a union representative designated as "counsel" file a request for outside employment form. (IRS Chicago District, A/SLMR No. 1042)

Noting particularly the absence of exceptions, A/S adopted ALJ finding that Respondent did not violate Section 19(a)(1) and (2) of EO by discriminating with regard to the administration of automobile parking at Activity, as there was no showing of anti-union discrimination in assignment of parking space, and even assuming even treatment, there was no evidence of disparity which may be attributed to union activity, and no evidence of anti-union animus. (GSA, National Archives and Records Service, A/SLMR No. 1055)

35 16 00 Section 19(a)(3)

A/S found, contrary to ALJ, that Respondent did not violate Section 19(a)(3) of the Order by attempting to sponsor, control, or assist a labor organization not having equivalent status as employees were given the opportunity to change ratings, not unions. (Puget Sound Naval Shipyard, A/SLMR No. 1003)

Pursuant to FLRC No. 77A-77 and rationale therein, A/S reversed holding in A/SLMR No. 852, in which he found Respondent's conduct to be violative of Section 19(a)(3) and (1) of the EO; and ordered that the complaint be dismissed in its entirety. (Grissom AFB, Peru, Ind., A/SLMR No. 1057)

35 20 00 Section 19 (a)(4)

A/S found, in agreement with the ALJ, that employee was terminated because an ULP charge and complaint was failed on her behalf. ALJ noted that timing of and the lack of justifiable reasons for employee's termination by the Respondent. (VA., Chicago Veteran Hospital, N. Chicago, Ill., A/SLMR No. 1024)

35 24 00 Section 19(a)(5)

No Entries



35 28 00 Section 19 (a)(6)35 28 04 Response to Bargaining Request

A/S found in agreement with the ALJ that the AFGE's withdrawal of Section 19(a)(6) allegation against the Respondent Agency was equivalent to a withdrawal of that part of the complaint against Respondent activity as well since the very basis set forth in the complaint for violation of Section 19(a)(6) was the asserted failure of the Respondent Agency to make a timely determination on the AFGE's request for a negotiability determination. He also found that Section 11(c) of the Order did not impose a direct time limitation on the Respondent Agency in issuing a negotiability determination. (Environmental Protection Agency, Washington, D.C.; Environmental Protection Agency, Research Triangle Park, N.C., A/SLMR No. 943)

A/S adopted ALJ's dismissal of Section 19(a)(1) and (6) allegations that Respondent refused to bargain about a change in tour of duty where mission dictated tour change and, therefore, the change was integrally related to and determinative of the staffing pattern and thus a management right under Section 11(b). (VA Hospital, Sheridan, Wyom., A/SLMR No. 952)

In agreement with ALJ, A/S concluded Respondent violated Section 19 (a)(1) and (6) of the Order by refusing to negotiate a specific personnel policy during the pendency of a unit consolidation petition. A/S also found that issues involved in A/SLMR No. 832 and the instant proceeding was distinguishable and warranted separate and distinct findings and remedial orders. (SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 963)

A/S adopted the ALJ's finding that a work measurement program, as proposed, necessarily would have involved the formulation of evaluation criteria to be used in rating the job performance of affected employees. Respondent had an obligation to negotiate concerning this subject as this would involve a basic change in the terms and conditions of employment for such employees. The ALJ concluded that the Respondent, although indicating its uncertainty as to the negotiability of the Complainant's proposals did, in fact, negotiate in good faith concerning such proposals. (IRS, Cleveland, Ohio, A/SLMR No. 972)

35 28 00 Section 19(a)(6) (Cont'd)35 28 04 Response to Bargaining Request

A/S adopted ALJ's finding that Respondent did, in fact, meet and confer with Complainant on an alleged discrepancy in the wording of a provision of an Article in a proposed negotiated agreement after a final accord was reportedly reached but that it was the Complainant which was inflexible. He further found no evidence in the record which would warrant reformation or modification of the Article in dispute. Accordingly, A/S found that Respondent did not violate Section 19(a)(1) and (6) of the Order. (15th Air Base Wing, Hickam AFB, Hawaii, A/SLMR No. 1011)

Activity did not violate its obligation to meet and confer where there was insufficient evidence that the use of volunteer bartenders to staff a new lounge had a substantial impact on the personnel policies, practices and general working conditions of unit employees, some of whom were employed as paid bartenders. (Naval Communication Area Master Station, EASTPAC, Honolulu, A/SLMR No. 1035)

A/S found in agreement with ALJ that the Director, Metropolitan Washington Airport Service violated Section 19 (a)(1) and (6) of the Order by directing the Airport Manager, Dulles International Airport to impose new employee parking permit fees on employees in the unit exclusively represented by the Complainant as such change was a matter affecting working conditions within meaning of Section 11(a) of the Order. (FAA Metropolitan Washington Airport Service, Dulles International Airport; and Director, Metropolitan Washington Airport, FAA, A/SLMR No 1062)

Contrary to ALJ, A/S found that Respondent Dulles did not violate Section 19(a)(1) and (6) of the Order in refusing to negotiate on the change in employee parking permit fees as it was engaging in a ministerial act in compliance with the order of higher agency management, i.e. Respondent Director. (FAA, Metropolitan Washington Airport Service, Dulles International Airport; and Director, Metropolitan Washington Airport, FAA, A/SLMR No. 1062)

A/S adopted the ALJ's findings that the Respondent's offer to meet and discuss pursuant to the parties' negotiated agreement did not, on its face, constitute a refusal to negotiate within the meaning of the Order and that the offer to meet, to discuss and to work out a mutually acceptable change may well constitute an offer of negotiation, without regard to the name the parties give the procedure. (Norfolk Naval Shipyard, Portsmouth, Va., A/SLMR No. 1065)

35 28 08 Failure to Meet and Confer Generally

A/S, in agreement with ALJ, concluded that the Agency's regulatory requirements concerning RIF's were not inconsistent with the specific provisions of the parties' negotiated agreement and, as the negotiated agreement provided that it was subject to regulations of the Agency applicable at the time it was entered into and the Agency's regulations concerning RIFs were in effect at the time of the signing of the agreement and had not been waived by the terms of the negotiated agreement, the Respondent did not violate Section 19(a) (1) and (6) of the Order by refusing to negotiate concerning the application of the Agency's regulations concerning RIFs under the circumstances of the case. (Division of Military and Naval Affairs, State of N.Y., N.Y. ANG, A/SLMR No. 863)

Respondent's failure to bargain on method of selection of Counselors violative of Section 19(a)(6) of the Order. A/S noted that method of selection was a negotiable matter within meaning of Section 11(a) of the Order, absent a statutory or other appropriate limitation, or absent a clear and unmistakable waiver of the right to negotiate on such a matter. (SSA, DHEW, Wilkes-Barre Operations Branch, Wilkes-Barre, Pa., A/SLMR No. 889)

A/S found that the Agency violated Section 19(a)(1) and (6) of the Order by unilaterally issuing reduction-in-force (RIF) regulations prior to agreement with the exclusive representative. Although, the exclusive representative had initiated the agreed upon regulations, its membership then declined to ratify pursuant to the exclusive representative's constitution. However, A/S concluded that exclusive representative had a right to insist on ratification, and that it also had the right to request a resumption of bargaining when membership ratification failed. (Community Services Administration, A/SLMR No. 913)

Respondent did not violate Section 19(a)(1) and (6) of the Order by changing service hours to the public without negotiating with Complainant regarding the decision, as the employees' hours of work were not affected. While effectuation of the decision did change working conditions for some employees and Respondent would have been required to negotiate concerning the impact of such change, if requested, Complainant requested only that the decision itself be rescinded. (GSA, Region 2, A/SLMR No. 916)

35 28 08 Failure to Meet and Confer Generally (Cont'd)

A/S, in agreement with ALJ, found that although Respondent had met its obligation to negotiate over the impact and implementation of its decision to change working hours, it violated Section 19(a)(1) and (6) by failing to meet and confer with Complainant over the decision itself, a bargainable item under Section 11(a). Further, the agreement between the parties did not constitute a waiver of Complainant's right to negotiate a change in working hours. (IRS, Chicago District Office, A/SLMR No. 962)

In agreement with ALJ, A/S concluded Respondent violated Section 19(a)(1) and (6) of the Order by refusing to negotiate a specific personnel policy during the pendency of a unit consolidation petition. A/S also found that issues involved in A/SLMR No. 832 and the instant proceeding were distinguishable and warranted separate and distinct findings and remedial orders. (SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 963)

A/S found that Respondent's refusal to continue negotiations, because of the presence of a former unit employee as Chief Negotiator of the Union negotiating team, violated Section 19(a)(1) and (6) of the Order. (Utah ANG, Salt Lake City, Utah, A/SLMR No. 966)

A/S, contrary to ALJ, found that the issuing of a memorandum by Respondent, ordering the use of military titles by civilian technicians in completing repair records, without first negotiating with Complainant, improperly constituted a change in working conditions in violation of Section 19(a)(1) and (6) of the Order. Respondent unilaterally established what had been an ambiguous, irregularly enforced personnel policy covering unit employees without affording their exclusive representative the opportunity to bargain on such matter; the parties earlier settlement agreement did not preclude the utilization of unfair labor practice procedures. (Penn. Army and Air NG, A/SLMR No. 969)

A/S adopted ALJ's finding that Respondent did not violate Section 19(a)(6) of the Order when it changed a form used in the Agency's grievance procedure. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 979)

35 28 08 Failure to Meet and Confer Generally (Cont'd)

Respondent did not violate Section 19(a)(1) and (6) of the Order as the issue presented concerned a differing and arguable interpretation of the negotiated agreement, as distinguished from an action which would constitute a clear, unilateral breach of the negotiated agreement. (FAA, Western Region, A/SLMR No. 930)

A/S found in agreement with the ALJ that the AFGE's withdrawal of Section 19(a)(6) allegation against the Respondent Agency was equivalent to a withdrawal of that part of the complaint against Respondent Activity as well since the very basis set forth in the complaint for a violation of Section 19(a)(6) of the Order was the asserted failure of the Respondent Agency to make a timely determination on the AFGE's request for a negotiability determination. He also found that Section 11(c) of the Order did not impose a direct time limitation on the Respondent Agency in issuing a negotiability determination. (Environmental Protection Agency, Research Triangle Park, N. C., A/SLMR No. 943)

A/S adopted ALJ's dismissal of Section 19(a)(1) and (6) allegations that Respondent refused to bargain about a change in tour of duty where mission dictated tour change and therefore, the change was integrally related to and determinative of the staffing pattern and thus a management right under Section 11(b). (VA Hospital, Sheridan, Wyo., A/SLMR No. 952)

A/S adopted ALJ's finding that Respondent did not violate Section 19(a) (1) and (6) of the Order inasmuch as questions regarding potential downgradings which were raised at a meeting called for an unrelated purpose did not transform the meeting into a Section 10(e) discussion where Respondent neither raised the downgradings issue nor sought to discuss that issue. Moreover, ALJ found insufficient evidence to support allegation that ouster of Complainant's representative from the meeting undermined the Complainant's status. (SSA, BRSI, Northeastern Program Service Cntr., A/SLMR No. 957)

Activity did not violate Section 19(a)(1) and (6) by failing to bargain over the impact and implementation of a relocation of certain unit employees where the record revealed that the parties discussed the proposed relocation several months prior to its implementation and the Complainant requested bargaining a few days before the actual move. A/S found that this request, coming virtually at the last moment, was not timely made. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 960)

35 28 08 Failure to Meet and Confer Generally (Cont'd)

A/S concurred with the ALJ's determination that the Respondent was not obligated to afford the Complainant an opportunity to meet and confer on the former's decision to transfer claims cases from one organizational segment to another. However, contrary to the ALJ, the A/S found that the Respondent was obligated to give the Complainant notice and an opportunity to meet and confer on the impact and implementation of the transfer. Having found that the Respondent met its obligations in this regard, the A/S found that it had not violated Section 19 (a)(1) and (6) of the Order. (SSA, BRSI, Northeastern Program Service Cntr., A/SLMR No. 984)

No violation of Section 19(a) (1) and (6) of EO where parties' negotiated agreement provided for consultation only prior to changes made in basic watch schedule and record revealed that consultation had, in fact, occurred. (FAA, A/SLMR No. 992)

Activity did not violate Section 19(a) (1) and (6) of EO by failing to comply with terms of an oral agreement to furnish vacancy lists to the Complainant in connection with a proposed reorganization and RIF. A/S concluded that there was no "meeting of the minds" between the parties and therefore no agreement existed. (U.S. Army Materiel Devel. and Readiness Comm., A/SLMR No. 994)

A/S adopted ALJ finding that Respondent violated Section 19(a)(6) of the Order when it met with unit employees over matters related to personnel policies and procedures and general working conditions concerning work assignments without first notifying the exclusive representative and giving it the opportunity to be represented at such meeting as the meeting constituted a formal discussion within the meaning of Section 10(e) of the Order. (Puget Sound Naval Shipyard, A/SLMR No. 1003)

A/S agrees with ALJ's dismissal of complaint based on his finding that the Complainant had notice and ample opportunity to bargain on the impact and implementation of a change in the interpretation of the Respondent's regulations concerning enforcement by unit employees of the Respondent's policy regarding the public consumption of alcohol on Zoo premises., (Smithsonian Institution Nat'l Zoological Park, A/SLMR No. 993)

A/S, adopted ALJ finding that Respondent violated Section 19(a)(1) and (6) of the EO when it issued and implemented a parking and traffic order without prior notice to Complainant, and without affording Complainant the opportunity to consult, confer, or negotiate on the issuance of the Order, a "matter affecting working conditions" under Section 11(a) of the EO. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1047)

35 28 08 Failure to Meet and Confer Generally (Cont'd)

A/S, in agreement with ALJ, found that Complainant had not sustained its burden of proving by preponderance of the evidence that Respondent had refused to negotiate regarding a change in patrol officer schedules. (U.S. Customs Service, Region VI, Houston, Tex., A/SLMR No. 1048)

Contrary to ALJ, A/S found that Activity did not violate Section 19(a)(6) of the Order with regard to the Activity's issuance of circular concerning district communications where it was concluded that, while the effect of a literal reading of the circular would constitute a change in employee terms and conditions of employment, subsequent discussions between the parties following issuance of the circular served to clarify its intent and limit its scope. (U.S. Customs Service, Region VI, Houston, Tex., A/SLMR No. 1048)

A/S, in agreement with ALJ, found that Respondent had not violated Section 19(a)(1) and (6) of the Order by failing to bargain with Complainant over the decision to change the designation of which shift would be responsible for relief of officers on planned leave. However, contrary to ALJ, the A/S found that the parties' agreement, by its terms, was not yet in effect at the time of Respondent's alleged unilateral action and, thus, the change could not concern differing and arguable interpretations of such agreement. Rather, A/S found that the decision was integrally related to and consequently determinative of the number of employees assigned to a particular tour of duty and, therefore, was a premissive subject of bargaining within the ambit a Section 11(b) of the Order. (VA Hospital, Lexington, Ky., A/SLMR No. 1051)

A/S adopted the ALJ's findings that the Respondent's offer to meet and discuss pursuant to the parties' negotiated agreement did not, on its face, constitute a refusal to negotiate within the meaning of the Order and that the offer to meet, to discuss and to work out a mutually acceptable change may well constitute an offer of negotiation, without regard to the name the parties give the procedure. (Norfolk Naval Shipyard, Portsmouth, Va., A/SLMR No. 1065)

35 28 12 Failure to Meet and Confer on Impact or Procedures

A/S adopted ALJ's finding that Respondent afforded Complainant the opportunity to meet and confer regarding the impact of its decision to disestablish the Congressional Correspondence Office and the procedures to be followed. (GSA, Nat'l. Personnel Records Cntr., A/SLMR No. 881)

35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

Contrary to ALJ, A/S found that the Respondent violated Section 19(a)(1) and (6) of the EO by changing a testing procedure for certain employees without notifying the exclusive representative and affording it an opportunity to request bargaining on the impact and implementation of the change. Even assuming some reference had in fact been made to the change at a meeting attended by the parties, it was not the type of precise and timely notification envisaged by the Order which would have enabled the Complainant to bargain on the impact and implementation of the change. (Jacksonville District, IRS, Jacksonville, Fla., A/SLMR No. 893)

A/S found that Base Commander's memorandum to four branch chiefs reiterating statements in his previous memoranda concerning violations of an agency regulation with respect to grooming standards did not constitute a change in Respondent's policy with respect to enforcement of such grooming standards but was a reaffirmation of the existing standards and was intended to ensure uniformity of enforcement of the existing policy. He further found that the evidence established that there had been prior counselling and reprimanding for violations distinguishing this case from New Mexico National Guard, Department of Military Affairs, Santa Fe, New Mexico, A/SLMR No. 362, which involved a new policy of enforcement. (Alabama Nat'l Guard, Montgomery, Ala., A/SLMR No. 895)

A/S concluded that Complainant had not established that Respondent had failed to fulfill its obligation to bargain about the implementation of its reorganization plans and was unable to demonstrate that any impact occurred without prior bargaining because it ignored the Respondent's invitations to discuss the matter. (EEO Commission, A/SLMR No. 900)

A/S found that although the Respondent notified the Complainant in October 1974, of its intentions to reinstitute security restrictions, it never specified when it intended to take such action. Accordingly, and noting the length of time between the "notice" afforded the Complainant and the action by Respondent in November 1975, A/S found that Respondent failed in its duty to specifically notify the Complainant of its decision and provide the Complainant an opportunity to bargain about the impact and implementation of the decision. (IRS, Indianapolis, Ind., A/SLMR No. 909)



35 28 12 Failure to Meet and Confer on Impact of Procedures (Cont'd)

Respondent did not violate Section 19(a)(1) and (6) of the EO by changing service hours to the public without negotiating with Complainant regarding the decision, as the employees' hours of work were not affected. While effectuation of the decision did change working conditions for some employees and Respondent would have been required to negotiate concerning the impact of such change, if requested, Complainant requested only that the decision itself be rescinded. (GSA, Region 2, A/SLMR No. 916)

Pursuant to FLRC No. 76A-101 and rationale therein, A/S modified his holding in A/SLMR No. 679, finding that Respondent violated Section 19(a)(1) and (6) of the EO based on its failure to notify Complainant of the decision to remove employees not represented by Complainant from a competitive area for reduction-in-force and to afford Complainant an opportunity, upon request, to negotiate concerning the impact of such removal on any remaining employees who are in the bargaining units represented by Complainant. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 919)

Activity did not violate Section 19(a)(6) of the EO where union had ample notification of proposed curtailment of annual leave for unit employees and there was no request made nor evidence to show that Activity refused to bargain on the impact of the change. (U.S. Customs Service, Region I, Boston, A/SLMR No 951)

A/S, in agreement with ALJ, found that although Respondent was not obligated to meet and confer with the Union on the decision to reduce work force to meet budgetary needs, there was no obligation to bargain on matters relating to the implementation and impact of such decision on unit employees. (Dept. of the Treasury, IRS, Jacksonville District, A/SLMR No. 953)

A/S found, that although Respondent was not obligated to meet and confer with the exclusive representative with regard to its decision to close the base during a snow emergency, a reserved management right under Section 12(b) of EO contrary to the finding of the ALJ, it did violate Section 19(a)(6) of the EO by failing to afford the exclusive representative the opportunity to meet and confer over the implementing procedures and impact of the decision, including the change in policy of designating certain employees as essential and requiring them to remain on duty during the snow emergency closure. (Directorate of Facility Engineers, Ft. Richardson, Alaska, A/SLMR No. 946)

35 28 12 Failure to Meet and Confer on Impact on Procedures (Cont'd)

Activity did not violate Section 19(a)(1) and (6) of the EO by failing to bargain over the impact and implementation of the relocation of certain unit employees where the record revealed that the parties discussed the proposed relocation several months prior to its implementation and the Complainant requested bargaining a few days before the actual move. A/S found that this request, coming virtually at the last moment, was not timely made. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 960)

A/S found, contrary to ALJ, that the Respondent did not violate Section 19(a)(1) of the Order but had fulfilled its obligation to meet and confer on the impact and implementation of its decision to institute mandatory overtime. He found the Union was notified of decision to institute mandatory overtime and Respondent sought the Union's comments on implementation and considered the Union's proposals before the method of implementation was announced to employees. (SSA, Branch Office, Angleton, Tex., A/SLMR No. 982)

A/S adopted ALJ's finding that the Respondent unilaterally altered the method of selecting samples of work product of unit employees for quality review purposes without first notifying and affording the Complainant an opportunity to bargain over impact and implementation. The ALJ, noting the Respondent's contention that the change had no impact found that the change did, in fact, have an impact on the unit employees. (IRS, Fresno Service Cntr., A/SLMR No. 983)

A/S concurred with the ALJ's determination that the Respondent was not obligated to afford the Complainant an opportunity to meet and confer on the former's decision to transfer claims cases from one organizational segment to another. However, contrary to the ALJ, the A/S found that the Respondent was obligated to give the Complainant notice and an opportunity to meet and confer on the impact and implementation of the transfer. Having found that the Respondent met its obligations in this regard, the A/S found that it had not violated Section 19(a) (1) and (6) of the Order. (SSA, BRSI, Northeastern Program Service Cntr., A/SLMR No. 984)

35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

A/S, in agreement with ALJ, found that although Respondent was not obligated to negotiate with the Union with regard to its decision to unilaterally cancel the existing practice of allowing revenue officers employed in Respondent's Collection Division to perform certain official duties at their respective homes, it did violate Section 19(a)(1) and (6) of the EO by failing to give the Union reasonable notice prior to the implementation of the change. (IRS, New Orleans Dist., A/SLMR No. 995)

Activity violated Section 19(a)(1) and (6) of the Order by establishing and implementing a safety committee (which included unit employees) at the Respondent's Annapolis Field Office without affording the exclusive representative an opportunity to meet and confer concerning the establishment and implementation of the committee or its impact on unit employees. He further found that no "emergency" situation existed which would have precluded, under Section 12 (b) of the Order, the Respondent's obligation to meet and confer concerning the establishment of such committee. (EPA, Regional III., A/SLMR No.997)

A/S found, contrary to the ALJ, that Respondent violated Section 19(a)(1) and (6) of the Order by unilaterally implementing a RIF involving a unit employee without bargaining with the exclusive representative over the implementation of the RIF or its impact on the unit employee. A/S found that the employee was not a management official and was properly within the unit of exclusive recognition. A/S noted, contrary to the ALJ, that an agency acts at its peril when it unilaterally determines the unit status of an employee and acts in accordance with such determination. (EPA, Region III , A/SLMR No. 999)

Respondent violated Section 19(a)(1) and (6) of the Order by failing to bargain on procedures used and impact of transfer on adversely affected employees. (IRS, Greensboro District Office, A/SLMR No. 1007)

A/S, in agreement with ALJ, found that the Respondent violated Section 19(a)(1) and (6) of the Order by refusing to provide information relevant to the Respondent's relocation decision and by its continuing refusal to negotiate on the matter of the implementation of the relocation and the impact on employees adversely affected by such action. (Occupational Safety and Health Review Commission, A/SLMR No 1017)

35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

A/S, in agreement with ALJ, found that Respondent did not violate Section 19(a)(1) and (6) of the EO as there was insufficient evidence to establish that Respondent's official "instruction" and "note" relating to the operation of certain government-owned vehicles had any impact upon bargaining unit employees over which the Respondent was obligated to bargain. (Nat'l Weapons Station, Concord, Calif., A/SLMR No. 1020)

A/S found no violation since the Respondent's insistence that consultation take place at the local, rather than Bureau level, was no more than a good faith interpretation of the negotiated agreement. He also found that the Complainant had not met its burden of proof regarding the failure of the Respondent to bargain at the local level. (SSA, Bureau of Retirement and Survivors Insurance, A/SLMR No. 1022.)

A/S found that a component of an exclusive representative had authority to file an ULP complaint since it was, at a minimum, recognized by the Respondent as the agent of the National Office of the exclusive representative and had standing to act on behalf of the exclusive representative. (SSA, Bureau of Retirement and Survivors Insurance, A/SLMR No. 1022)

A/S, in agreement with the ALJ, found that the Respondent did not act in bad faith by denying Complainant's grievance and refusing to proceed to arbitration on the matter where the Respondent in good faith believed the grievance to have been untimely filed. A/S further noted that the matter involved the interpretation and application of the negotiated agreement and that if the Complainant was of the view that the grievance was arbitrable, it could seek a determination on arbitrability from the A/S in accordance with Section 13(d) of the Order. (U.S. Army Materiel Dev. and Readiness Command, A/SLMR No. 1025)

A/S, in finding no violation of Section 19(a)(1) and (6) of the Order, concurred with ALJ's finding that there was a duty to bargain over procedures and impact of a decision to furlough, to the extent it would not unreasonably delay or otherwise negate the decision, which is reserved management right under Section 12(b)(3) of the Order. However, absent national recognition or national consultation rights, Respondent IRS had no obligation to bargain or consult with the Union with respect to matters concerning local management decisions. A/S also noted that Respondent District Office notified the Union of its decision and afforded it the opportunity to request impact and implementation bargaining. (IRS and IRS South Carolina District Office, A/SLMR No. 1027)

35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

No violation where Respondent timely notified Complainant of impending RIF action, and there was no request made to bargain on the impact or implementation of the decision. (Transportation Systems Cntr., Cambridge, Mass., A/SLMR No 1031)

A/S adopted ALJ's finding that Respondent violated Section 19(a)(1) and (6) of the Order when it met with unit employees over matters related to personnel policies and procedures and general working conditions concerning work assignments without first notifying the exclusive representative and giving it the opportunity to be represented at such meeting as the meeting constituted a formal discussion within the meaning of Section 10(e) of the Order. (Puget Sound Naval Shipyard, A/SLMR No. 1003)

A/S found Respondent violated Section 19(a)(1) and (6) of the Order by failing to bargain on procedures used and impact of reassignments on adversely affected employees. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1045)

Contrary to ALJ, A/S found that Activity did not violate Section 19(a)(6) of the Order with regard to the Activity's issuance of a circular concerning district communications where it was concluded that, while the effect of a literal reading of the circular would constitute a change in employee terms and conditions of employment, subsequent discussions between the parties following issuance of the circular served to clarify its intent and limit its scope. (U.S. Customs Service, Region VI, Houston, Tex., A/SLMR No. 1048)

A/S found that Activity did not violate Section 19(a)(1) and (2) and (6) of the EO by unilaterally changing the prices charged for haircuts and the commission rates of its barbers where upon review of the Commission's interpretation of the FPM and the record evidence, which established that Complainant had notice of the proposed change but failed to respond prior to implementation. (Navy Exchange, Naval Training Cntr., San Diego, Calif., A/SLMR No. 1054)

A/S adopted ALJ's finding that Complainant had failed to request bargaining on the impact of some of the overtime restrictions proposed by Respondent, and that Respondent did, in fact, bargain in good faith regarding the impact of those changes about which it was requested to negotiate. Accordingly, A/S found that Respondent did not violate Section 19(a)(1) and (6) of the Order. (U.S. Customs Service, Region VI, Houston, Tex., A/SLMR No. 1061)

35 28 12 Failure to Meet and Confer on Impact and Procedures (Cont'd)

A/S adopted the ALJ's finding that, as a result of the parties' use of different terminology, the Complainant never suggested a specific date for a meeting, and never made a specific proposal as to the impact and implementation of a proposed RIF. Hence, the ALJ found that the Respondent did not refuse to meet discuss or refuse to consider and confer on any proposal, and the complaint should be dismissed. (Pennsylvania Army and Air NG, A/SLMR No. 1064)

Complainant failed to establish that the Activity violated Section 19(a)(1) and(6) of the Order when the Activity implemented a special operation without prior opportunity to the Complainant to negotiate concerning impact and implementation where such special operations were a long-standing Activity practice and that since agency management's obligation to negotiate concerning impact and implementation arises when the Activity takes action which alters established personnel policies and practices or working conditions. (U.S. Customs Service, Region VII, Los Angeles, Calif., A/SLMR No. 1066)

35 28 16 Refusal to Allow Formal Discussion Representation

A/S concluded that Respondent was not obligated to afford the union opportunity to be present at a proposed adverse action meeting as such meeting was not a formal discussion under the Order. (HUD, Los Angeles Area Office, A/SLMR No. 891)

Based on FLRC's Major Policy Statement concerning representational rights of employees under the Order A/S found that denial of union representation at nonformal investigative interview did not constitute violation of Section 19(a)(6) of the Order. (IRS, A/SLMR No. 897)

A/S found that the meetings involved herein which were called for the purpose of terminating four probationary employees who had no statutory appeal from agency action were formal discussions within the meaning of Section 10(e) of the Order as they substantially affected personnel policies and practices as they related to the specific employees' job security and they also substantially affected personnel policies and practices as they pertained to other employees in the bargaining unit. Consequently, the A/S found that the Respondent's refusal to allow the Complainant to participate in the meeting was a violation of Section 19(a)(6) of the Order. He also found that the Respondents denial of the employees request for union representation at the meetings involved herein was violative of Section 19(a)(1) of the Order. (Norfolk Naval Shipyard, A/SLMR No. 908)

35 28 16 Refusal to Allow Formal Discussion Representation (Cont'd)

A/S, in agreement with ALJ, found meeting to be formal discussion within meaning of Section 10(e) of EO as meeting was between agency management and a unit employee and concerned a classification audit which was an integral part of the grievance process. A/S found violation of Section 19(a)(1) and (6) of EO as Respondent did not afford Complainant's representative an opportunity to be represented at such meeting and did not afford the unit employee an opportunity to be represented by her exclusive representative. (U.S. Customs Service, Region VII, Los Angeles, Calif., A/SLMR No. 926)

A/S, in disagreement with ALJ, found meeting to be formal discussion within meaning of Section 10(e) of EO as meeting was between agency management and unit employees and concerned procedures to implement the parties' agreement for the voluntary reassignment of employees, clearly a matter having impact on the general working conditions of employees in unit. A/S found no violation of Section 19(a) (1) and (6) of EO however, as the Complainant was represented at the meeting by its president and shop steward. (Rocky Mountain Arsenal, Denver, Colo., A/SLMR No. 933)

ALJ found, and A/S concurred, that Activity did not violate the EO when it failed to afford the exclusive representative an opportunity to be present at briefing session for impending operation. The ALJ noted that the subject briefing was not a formal discussion within the meaning of Section 10(e) of the EO and, thus, the Respondent was not obligated to afford the Complainant an opportunity to be present. (U.S. Customs Service, Region VIII, San Francisco, Calif., A/SLMR No. 978).

A/S dismissed complaint, alleging Section 19(a)(1) and (6) of the EO violations based on failure to allow union representative to continue speaking at a formal meeting within the meaning of Section 10(e) of the EO. He found that the meeting in question was a formal meeting within the meaning of Section 10(e) in that it was between management and employees wherein suggestions were solicited and the matter discussed affected general working conditions. However, he concluded that the evidence was insufficient to establish that the restrictions placed on the Union representative were unreasonable or that he was prevented from representing the employees' interests or stating the Union's position. (IRS, and IRS Chicago District, Chicago, Ill., A/SLMR No. 987)

35 28 16 Refusal to Allow Formal Discussion Representation (Cont'd)

A/S viewed scope of Section 10(e) of the EO as not only encompassing discussions concerning changes or proposed changes in personnel policies and practices and working conditions but all discussions between management and unit employees when the subject matter concerns personnel policies and practices and working conditions of bargaining unit employees. (IRS, Atlanta Dist. Office , A/SLMR No. 1014)

Contrary to ALJ, A/S found that failure to afford Complainant an opportunity to be represented at discussions concerning three memoranda relating to personnel policies and practices and working conditions was violative of the Order. (IRS, Atlanta Dist. Office , A/SLMR No. 1014)

A/S concluded, contrary to the ALJ that Respondent violated Section 19(a)(1) and (6) of the Order when it unilaterally withdrew its authorization for "high work" environmental differential pay, thereby rescinding the parties' grievance settlement agreement in the matter. The A/S viewed the grievance settlement agreement as having the same standing as an arbitration award and, as such, constituted an extension of the parties' negotiated agreement and an established term and condition of employment. (GSA, Region 3, A/SLMR No. 996)

35 28 20 Uncompromising Attitude

No Entries

35 28 24 Dilatory and Evasive Tactics

A/S, contrary to ALJ, found that the Respondent Activity did not engage in dilatory tactics and did not refuse to negotiate and confer in good faith with the union in violation of Section 19(a)(6) of the Order as the record disclosed that the Respondent was willing to meet and did, in fact, meet at reasonable times with representatives of the Union and although the Respondent was engaged in hard bargaining with the Union, it did make a good faith effort to resolve their differences. A/S noted that the duty to bargain in "good faith" requires that parties to negotiations approach the bargaining table with an open mind and a sincere desire to reach agreement. This duty does not require either party to agree to a proposal or make concessions and no inference of bad faith bargaining can be drawn solely from a party's failure to retreat from its initial proposals. A/S further noted, that in addition to approaching bargaining with an open mind and a sincere desire to reach agreement, the duty to bargain in good faith requires that the parties make an earnest effort to reach agreement through the collective



35 28 24 Dilatory and Evasive Tactics (Cont'd)

bargaining process. (AFGE, Local 2578 and Nat. Archives and Records Service, A/SLMR No. 965)

ALJ found, and the A/S concurred, that Activity did not violate Section 19(a)(1) and (6) of the Order by reopening contract points that had been previously agreed upon and did not reflect an intent to subvert or sabotage negotiations. The ALJ also concluded that alleged changes in the final typewritten draft of the contract, as compared to the signed-off draft, did not clearly demonstrate bad faith. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1040)

35 28 28 Unilateral Changes in Terms and Conditions of Employment

A/S found that the sections of Base Regulation 35-1 issued by the Respondent which changed the manner of wearing the utility uniform by unit employees, a subject matter for bargaining under the provisions of Section 11(a) of the Order, constituted a unilateral change in working conditions in violation of Section 19(a)(1) and (6) of the Order. However, the A/S further found that the rest of the provisions of Base Regulation 35-1 and a directive entitled "Technician Work Day" constituted a restatement of already existing policies, and that such restatement did not evidence a refusal to bargain on such subjects, in spite of the fact that demands to change the policies enumerated therein were involved in negotiations. (Pennsylvania ANG, A/SLMR No. 866)

Pursuant to FLRC No. 76A-37 and rationale therein, A/S modified his holding in A/SLMR No. 608, finding that where, as here, agency management at the departmental level directed the termination of environmental differential pay at the Activity, and the pay was terminated as a result of such direction, the Agency violated Section 19(a)(6) of the Order but that a separate violation would not be against the Activity based solely on its ministerial actions in implementing the higher agency directions, as the Activity had no choice but to comply. Accordingly, the A/S modified the order in A/SLMR No. 608 to require the Agency to cease and desist from the conduct found violative of the Order and to take certain affirmative actions, and he dismissed those portions of the complaint alleging violations of Section 19(a)(1) and (6) of the Order by the Activity. (Naval Air Rework Facility, Pensacola, Florida and Secretary of the Navy, Washington, D.C., A/SLMR No. 873)

35 28 28 Unilateral Changes in Terms and Conditions of Employment  
(Cont'd)

Respondent did not violate Section 19(a)(6) of the Order as the evidence did not establish that it unilaterally altered any agreed upon provision or by ultimately omitting that section from the final version of the agreement. (USAF, Scott AFB, A/SLMR No. 892)

Respondent did not violate Section 19(a)(1) and (6) of the Order by its unilateral implementation, after Complainant's request for negotiations, of a system for recording stewards' use of official time for representational activities, as there was an arguable basis under the parties' negotiated agreement for the Respondent Activity's position that "consultation" (as defined in the agreement), rather than negotiation, fulfilled its obligations before implementing the record keeping system. Thus, the matter involved differing and arguable interpretations of the agreement, rather than a clear, unilateral breach which could be the basis for an unfair labor practice finding. (Warner Robins Air Logistics Center, Ga., A/SLMR No. 912)

Respondent violated Section 19(a)(1) and (6) of the Order by its unilateral implementation of an impasse issue pending before the FSIP, as no overriding exigency existed which would have permitted such action. (Warner Robins Air Logistics Center, Ga., A/SLMR No. 912)

A/S found that Respondent Agency violated Section 19(a)(1) and (6) of the Order by unilaterally issuing reduction-in-force (RIF) regulations prior to agreement with the exclusive representative. Although, the exclusive representative had initialed the agreed upon regulations, its membership then declined to ratify pursuant to the exclusive representative's constitution. A/S concluded, that exclusive representative had a right to insist on ratification, and that it also had the right to request a resumption of bargaining when membership ratification failed. (Community Services Administration, A/SLMR No. 913)

Respondent did not violate Section 19(a)(1) and (6) by changing service hours to the public without negotiating with Complainant regarding the decision, as the employees' hours of work were not affected. While effectuation of the decision did change working conditions for some employees and Respondent would have been required to negotiate concerning the impact of such change, if requested, Complaint requested only that the decision itself be rescinded. (GSA, Region 2, A/SLMR No. 916)

35 28 28 Unilateral Changes in Terms and Conditions of  
Employment (Cont'd)

Pursuant to FLRC No. 76A-101 and rationale therein, A/S modified his holding in A/SLMR No. 679, finding that Respondent violated Section 19(a)(1) and (6) based on its failure to notify Complainant of the decision to remove employees not represented by Complainant from a competitive area for reduction-in-force and to afford Complainant an opportunity, upon request, to negotiate concerning the impact of such removal on any remaining employees who are in the bargaining units represented by Complainant. (U.S. Army Electronic Command, Ft. Monmouth, N.J., A/SLMR No. 919)

A/S, in agreement with the ALJ, found that the procedures for obtaining official time for representational activities were arguably within the meaning of the negotiated agreement, and that absent evidence of a flagrant and deliberate breach, the proper forum for the resolution of the issue was the negotiated grievance procedure. (Dept. of the AF, 4392nd Aerospace Support Gp., Vandenberg AFB, Calif., A/SLMR No. 935)

A/S found, in agreement with the ALJ, that the parties' negotiated agreement superseded any past practice that may have been established regarding the securing of official time for representational activities, and that the Respondent acted with due diligence in attempting to gain the NFFE President's compliance with the negotiated agreement. (Dept. of the AF, 4392nd Aerospace Support Gp., Vandenberg AF, Calif., A/SLMR No. 935)

A/S adopted ALJ's recommended dismissal of allegation that the unilateral discontinuance of the purchase of impact-resistant eyeglasses was violative of EO where the Respondent no longer had authority to use appropriated funds for such matters and thereby the discontinuance of the past practice was necessary based on applicable law. (VA Hospital, Sheridan, Wyo., A/SLMR No. 940)

A/S in agreement with ALJ found that the Respondent did not violate Section 19(a) (6) of the Order by refusing to extend the assignment of certain employees in the Toronto, Canada, office as there was insufficient evidence to establish the existence of a past practice of automatically granting extensions of assignment and the record indicated that in the past where most requests for extensions had been granted, the employees were highly experienced and had been specially selected for assignment to the office, while the employees, involved herein were newly hired and inexperienced employees. (U.S. Customs Service, Region I, Boston, Mass., A/SLMR No. 949).

Activity did not violate Section 19(a)(6) of the EO where Union had ample notification of proposed curtailment of annual leave for unit employees and there was no request made nor evidence to show that Activity refused to bargain on the impact of the change. (U.S. Customs Service, Region I, Boston, A/SLMR No. 951)

A/S, in agreement with ALJ, found that the Respondent violated Section 19(a)(6) of the Order by unilaterally implementing a new furlough procedure of "when actually employed" taxpayer service representatives during 1976 filing season (IRS, Jacksonville District, A/SLMR No. 953)

No violation of Section 19(a)(1) and (6) of the EO where Activity issued memorandum outlining policy on administrative time inasmuch as negotiated agreement was silent on use of administrative time and memo merely reflected existing policy (IRS, St. Louis District Office, A/SLMR No. 961)

A/S, contrary to ALJ, found that the issuing of a memorandum by Respondent, ordering the use of military titles by civilian technicians in completing repair records, without first negotiating with Complainant, improperly constituted a change in working conditions in violation of Section 19(a)(1) and (6) of the Order. Respondent unilaterally established what had been an ambiguous, irregularly enforced personnel policy covering unit employees without affording their exclusive representative the opportunity to bargain on such matter. The parties' earlier settlement agreement did not preclude the utilization of unfair labor practice procedures. (Penn Army and Air NG, A/SLMR No. 969)

A/S adopted the ALJ's conclusion that the Respondent had acted properly when it implemented a work measurement program, as an impasse had been declared by the Complainant, the Respondent provided timely notice of its intention to implement the program, the Complainant had not sought the services of the FSIP, and the program as implemented was consistent with the Respondent's proposals during the course of its negotiations. (IRS, Cleveland, Ohio, A/SLMR No. 972)

A/S adopted ALJ's finding that the Activity did not violate Section 19(a)(1) and (6) of EO by its decision to conduct a 24-hour surveillance, with 12-hour shifts and mandatory overtime, of all suspects arriving from a specified geographical area, since, as the ALJ noted, there had been surveillance operations of that type in the past, and that the Patrol Policy Statement which had been negotiated by the parties, included matters relating to overtime, tours of duty and assignments. (U.S. Customs Service, Region VIII San Francisco, Calif., A/SLMR No. 978)

35 28 28 Unilateral Changes in Terms and Conditions of Employment  
(Cont'd)

A/S did not adopt ALJ's conclusion that a unilateral change by an Agency in the agency grievance procedure could violate Section 19(a)(6) of the EO. (SSA, Bureau of Hearing and Appeals, A/SLMR No. 979)

A/S found Activity violated Section 19(a)(6) of the EO by implementing a unilateral change in competitive areas without first meeting and conferring with the Complainants regarding the decision to effectuate such a change. (Picatinny Arsenal and the Project Manager for Nuclear Munitions, Dover, N.J., A/SLMR No. 981)

A/S found, contrary to ALJ, that the Respondent did not violate Section 19(a)(6) of the EO, but had fulfilled its obligation to meet and confer on the impact and implementation of its decision to institute mandatory overtime. He found Union was notified of decision to institute mandatory overtime and Respondent sought the Union's comments on implementation and considered the Union's proposals before the method of implementation was announced to employees. (SSA, Branch Office, Angleton, Tex., A/SLMR No. 982)

A/S adopted ALJ's rejection of Respondent's contention that the matter in dispute involved contract interpretation as the allegations of the complaint raised issues involving rights accorded by the Order rather than rights established by contract. Thereafter, he adopted the ALJ's finding of a violation based on the Respondent's unilateral alteration of the method of selecting samples of work product of unit employees for quality review purposes without first notifying and affording the exclusive representative the opportunity to bargain over impact and implementation. (IRS, Fresno Service Cntr., A/SLMR No. 983)

A/S concurred with the ALJ's determination that the Respondent was not obligated to afford the Complainant an opportunity to meet and confer on the former's decision to transfer claims cases from one organizational segment to another. However, contrary to the ALJ, the A/S found that the Respondent was obligated to give the Complainant notice and an opportunity to meet and confer on the impact and implementation of the transfer. Having found that the Respondent met its obligation in this regard, the A/S found that it had not violated Section 19(a)(1) and (6) of the Order. (SSA, BRSI, Northeastern Program Service Cntr., A/SLMR No. 984)

35 28 28 Unilateral Changes in Terms and Conditions of Employment  
(Cont'd)

A/S found contrary to the ALJ that neither the Respondent Agency or Respondent Activity violated Section 19(a)(1) and (6) of the Order where it was noted that by virtue of a regulation which the Respondent Activity and the union incorporated into their negotiated agreement, the Respondent Agency had the authority to unilaterally issue a regulation covering RIF's and could require Respondent Activity to implement its provision in conducting a RIF action affecting employees exclusively represented by the Union. (Europe and Seventh Army; and Army and Air Force Exchange Service, Europe, A/SLMR No. 1006)

A/S found that Respondent's position reflected essentially a good faith interpretation of the parties negotiated agreement as distinguished from a clear, unilateral breach of the agreement. (Navy Commissary Store Region, Norfolk, Va., A/SLMR No. 1030)

A/S agreed with ALJ's finding that, under the particular circumstances, a provision for advisory arbitration expired upon the termination of the parties' negotiated agreement, compare IRS, Brookhaven Service Center, A/SLMR No. 859 (1977), in which final arbitration was found to continue as a term and condition of employment after the expiration of a negotiated agreement, absent agreement of the parties that arbitration terminates or in the event of a post-impasse change. A/S also noted that absent contract language to the contrary, dues withholding also would have expired: however, the agreement herein specifically provided for the continuation of dues withholding for 56 days after the termination of the agreement. (IRS, A/SLMR No. 998)

A/S, in agreement with ALJ, found a violation of Section 19(a)(1) and (6) of the Order where Respondent unilaterally terminated certain provisions of an expired negotiated agreement when negotiations over a new agreement had reached an impasse, where the terminated provisions were found to be terms and conditions of employment, and where Complainant was not given an opportunity to invoke the services of the Federal Service Impasse Panel. (IRS, A/SLMR No. 998)

A/S adopted the ALJ's finding that the Respondent had violated Section 19(a)(1) and (6) of EO by unilaterally terminating the past practice of allowing the NTEU to use Activity typewriters and the services of secretaries on nonduty time, a term and condition of employment which could not be unilaterally modified. (IRS, New Orleans District, New Orleans, La., A/SLMR No. 1034)

35 28 28 Unilateral Change in Terms and Conditions of Employment (Cont'd)

A/S adopted ALJ finding that Respondent violated Section 19 (a)(1) and (6) of the EO when it issued and implemented a parking and traffic order without prior notice to Complainant and without affording Complainant an opportunity to consult, confer, or negotiate on the change. He found that because Respondent's order changed various policies regarding parking and traffic, it was a "matter affecting working conditions" under Section 11(a), and thus gave rise to an obligation on the part of the Respondent to consult, confer, or negotiate with Complainant over its issuance. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1047)

Contrary to ALJ, A/S found that Activity did not violate Section 19(a)(6) of the Order with regard to the Activity's issuance of a circular concerning district communications where it was concluded that, while the effect of a literal reading of the circular would constitute a change in employee terms and conditions of employment, subsequent discussions between the parties following issuance of the circular served to clarify its intent and limit its scope. (U.S. Customs Service, Region VI, Houston, Tex., A/SLMR No. 1048)

Respondent did not violate Section 19(a)(1) and (6) of the EO by unilaterally terminating certain articles of the parties' expired negotiated agreement dealing with advisory arbitration of adverse actions. As the right of agencies to establish their own appeals procedures for adverse actions was revoked in 1974 by EO 11787, the articles dealing with advisory arbitration of adverse actions did not survive the expiration of the parties' 1974 negotiated agreement. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1049)

Respondent violated Sections 19(a)(1) and (6) of the EO by unilaterally terminating various agreement provisions at the expiration of the parties' negotiated agreement including such clearly mandatory subjects of bargaining within the ambit of Section 11(a) of EO as clauses dealing with the parties' negotiated grievance procedure, the facilities and services supplied by the Respondent to the Union, and the right of a Union Representative and an affected employee to be on official time for a reasonable period to present grievances and appeals. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1049)

35 28 28 Unilateral Changes in Terms and Conditions of Employment  
(Cont'd)

As the conduct of the Respondent's Puerto Rico Office in refusing to process a grievance under the negotiated procedure of the parties' expired negotiated agreement clearly was based on instructions from higher level management, the A/S did not consider warranted a separate finding of a Section 19(a)(1) and (6) violation against the Puerto Rico Office. A/S noted that the remedy ordered for the higher level management violation would serve to remedy the complained of conduct by the Puerto Rico Office. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1049)

In applying the principles enunciated by the Council in FLRC No. 77A-40, A/S found that the unilateral change of certain working conditions characterized by the Respondent as "institutional benefits" was violative of Section 19(a)(1) and (6) of EO as it was a change in Section 11(a) items without affording the Complainant an opportunity to invoke the processes of the Panel. In this regard, the A/S noted that under the Council's standard existing personnel policies and practices and matters affecting working conditions within the meaning of 11 (a) continue after the expiration of a negotiated agreement absent an agreement to the contrary or unless modified in a manner consistent with the Order. On the other hand those matters in an agreement excepted by 11(b) of the Order may be unilaterally changed, and agency regulations issued during an agreement's term become effective upon the agreement's expiration. (IRS, Ogden Service Cntr., and IRS Service, et.al., A/SLMR No. 1052)

In applying the principles enunciated by the Council in FLRC No. 77A-92, in which the Council rejected the A/S's standard set forth in A/SLMR No. 806 and thereafter applied in A/SLMR No. 859, the A/S, in a supplemental decision, found that a contrary result to that found in 859 was not required. Thus, the A/S concluded that arbitration was clearly a matter within the ambit of Section 11(a) of the Order and, therefore, the unilateral exclusion of arbitration from the negotiated grievance procedure upon the expiration of the negotiated agreement was violative of Section 19(a)(1) and (6) of the Order. (IRS, Brookhaven Service Cntr., A/SLMR No. 1053)

A/S found that Activity did not violate Section 19(a)(1)(2) and (6) of the EO by unilaterally changing the prices charged for haircuts and the commission rates of its barbers where upon review of the Commission's interpretation of the FPM and the record evidence, which established that Complainant had notice of the proposed change but failed to respond prior to implementation. (Navy Exchange, Naval Training Cntr., San Diego, Calif., A/SLMR No. 1054)



35 28 28 Unilateral Changes in Terms and Conditions of Employment (Cont'd)

Complainant failed to establish that the Activity violated Section 19(a)(1) and (6) of the Order when the Activity implemented a special operation without prior opportunity to the Complainant to negotiate concerning impact and implementation where such special operations were a long-standing Activity practice and that since agency managements obligation to negotiate concerning impact and implementation arises when the Activity takes action which alters established personnel policies and practices or working conditions. (U.S. Customs Service, Region VII, Los Angeles, Calif., A/SLMR No. 1066)

35 28 32 Bypassing Exclusive Representative

A/S adopted ALJ's finding that Respondent's actions concerning its decision to disestablish the Congressional Correspondence Office did not constitute improper bypass. (GSA, Nat'l. Personnel Records Cntr., A/SLMR No. 881)

Respondent violated Section 19(a)(1) and (6) of the Order when it bypassed the Complainant and dealt directly with unit employees by soliciting their recommendations on matters covered by the parties' negotiated agreement as well as related personnel policies and practices and general working conditions. (IRS, Ogden Service Cntr., A/SLMR No. 944)

Memorandum sent directly to unit employees outlining existing policy found not to be an improper attempt to deal directly with unit employees as it was standard operating procedure to communicate with employees in such a fashion (IRS, St. Louis District Office, A/SLMR No. 961)

ALJ found, and A/S concurred, that Activity did not violate the EO when it failed to afford the exclusive representative an opportunity to be present at briefing session for impending operation. The ALJ noted that the subject briefing subject was not a formal discussion within the meaning of Section 10(e) of the EO and, thus, the Respondent was not obligated to afford the Complainant an opportunity to be present. (U.S. Customs Service, Region VIII, San Francisco, Calif., A/SLMR No. 978).

Exclusion of exclusive representative from discussions concerning terms and conditions of employment would result in bypassing the exclusive representative regarding the very matters for which it was chosen by unit employees to act as their spokesman. (IRS, Atlanta District Office, A/SLMR No. 1014)

35 28 32 Bypassing Exclusive Representative (Cont'd)

Respondent did not improperly bypass the Union in violation of Section 19(a)(1) and (6) of the Order by having discussions with unit employees without Union representatives present. (Occupational Safety and Health Review Commission, A/SLMR No. 1017)

A/S, in agreement with ALJ, found that the chance encounter and ensuing conversation between Respondent's Chief Negotiator and one of Complainant's negotiators was neither an attempt by Respondent to bypass Complainant and communicate directly with unit employees regarding collective bargaining matters nor to undermine the status of the exclusive representative. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 1028)

Although the Respondent had initially informed a local official of the Labor organization of the impending RIF instead of first informing the State Council of the labor organization, which is the exclusive representative, the local official had immediately informed the State Council and thus the ALJ found that this departure from protocol was without significance. (Pennsylvania Army and Air NG, A/SLMR No. 1064)

A/S adopted ALJ's finding that the Respondent bypassed the exclusive representative when it had a meeting with unit employees at which matters impacting on their working conditions were discussed. (Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Midwest Region, Chicago, Ill., A/SLMR No. 1070)

35 28 36 Refusal to Furnish Information

A/S concluded that Respondent's failure to furnish information requested by the union concerning a proposed adverse action was based on the union's failure to indicate that it was the employee's representative and did not reflect union animus. (HUD, Los Angeles Area Office, A/SLMR No. 891)

A/S found that documents formulated following a survey by a "tri-partite" team which included representatives from the agency and the Activity contained information which was necessary and relevant for the exclusive representative to enable it to intelligently fulfill its collective bargaining obligations. (Dept. of Justice, Immigration and Naturalization Service, A/SLMR No. 902)

35 28 36 Refusal to Furnish Information (Cont'd)

A/S agreed with ALJ conclusion that Section 19(a)(1) and (6) allegations be dismissed where Activity declined to provide certain documents to the labor organization during negotiations, but did not adopt his rationale for doing so. Thus, the A/S found, contrary to the ALJ, that the documents sought were necessary and relevant for the exclusive representative to have for negotiating purposes. In dismissing the complaint, however, the A/S determined, after an in camera inspection of the documents, that a summary of the documents offered by the Activity during negotiations adequately reflected the information to which the Complainant was entitled. The offer by the Respondent thus fulfilled its obligation. (Dept. of Justice, Immigration and Naturalization Service, A/SLMR No. 902)

A/S found in agreement with the ALJ that the Respondent Agency did not violate Section 19(a)(1) of the Order during the course of contract negotiation with the complainant by causing delays by either withholding or failing to furnish information in a timely manner, as the record indicated that the Respondent Agency bargained in good faith, attended all bargaining sessions when called, submitted counter proposals, and promptly answered all of the Complainant's request for information and documents. (Environmental Protection Agency, Washington, D.C.; Environmental Protection Agency, Research Triangle Park, N.C., A/SLMR No. 943)

Activity's refusal to furnish the name of an informant requested by the Complainant regarding an employee's grievance did not constitute violation of Section 19(a) (6) where the Respondent furnished the information sought after the second step of the grievance procedure. (Norfolk Naval Shipyard, Portsmouth, Va., A/SLMR No. 968)

The A/S found that where an individual employee's right to have his personnel records kept private conflicts with other rights, such as an exclusive representative's right to information necessary and relevant to the performance of its representational functions, the individual's right to privacy of his records must be balanced against the conflicting rights in each case. He concluded that in the circumstances involved here were several rights broad enough to warrant disclosure of the subject's identity, including the right of the exclusive representative to adequately perform its representational functions, as well as the broad public interest in having the Federal government operate within its merit promotion system so that qualified candidates are given equitable treatment, while encouraging the use of nondisruptive grievance procedures to resolve employee disputes. (IRS, Milwaukee District, Milwaukee, Wisc., A/SLMR No. 974)

35 28 36 Refusal to Furnish Information (Cont'd)

A/S adopted ALJ's finding that the Respondent Activity violated the Order when it refused to furnish information, i.e., a management report related to the issue of the grievance, that was sought as relevant and necessary to the processing of a grievance filed under the negotiated grievance procedure. A/S also adopted ALJ's dismissal with respect to the agency, noting that no exception was made to this finding and that the complaint specified no act by the Respondent Agency as violative of the Order. (IRS and IRS, Atlanta District Office, A/SLMR No. 975)

A/S, in agreement with ALJ, found that the Respondent violated Section 19(a)(1) and (6) of the Order by refusing to furnish information relevant and necessary to the union in the performance of its representational duties. The ALJ noted that the information sought by the union was in furtherance of its determination of whether an employee was a unit member. (EPA, Region III, A/SLMR No. 999)

A/S adopted ALJ's finding that the Respondent's failure to furnish requested information with regard to the CSC's inauguration of a new method for developing classification standards for all GS positions was violative where such information, upon ALJ's in camera inspection, was found to be relevant and necessary for the Complainant's soundly based input in the decision-making process of the CSC's adoption of final occupational standards, and to represent the interests of affected employees with specific reference to potential reclassification thereunder. (IRS, A/SLMR No. 1001)

A/S concluded that the Respondent had no obligation under the EO to provide the Complainant with the statistical analysis it had requested, as the Complainant had failed to show that the information contained in the statistical analysis was necessary for it to process a particular employee's grievance, the express reason the statistical analysis was sought. A/S noted that, although the Complainant acknowledged that it had in its possession all the data contained in the statistical analysis, and it asserted that reconstructing the analysis would have been time-consuming, it had not been established that the work required to reconstruct the analysis from the available data would have placed an undue burden on the Complainant. (IRS, Chicago Dist. Office, A/SLMR No. 1004 )

A/S concluded that the information sought herein, which he found to be necessary and relevant to the performance of the Complainant's representational function, should have been disclosed to the Complainant, as the circumstances were essentially similar to those in Department of the

35 28 36 Refusal to Furnish Information (Cont'd)

Treasury, Internal Revenue Service, Milwaukee, Wisconsin, A/SLMR No. 974 (1978), where the A/S held that an employee's right to privacy of his records must be balanced against the conflicting rights in each case. (IRS, Chicago Dist. Office, A/SLMR No. 1004)

Respondent violated Section 19(a)(1) and (6) of the Order by failing to furnish Complainant with information regarding transfer of unit employees until transfers had already occurred. (IRS, Greensboro District Office, A/SLMR No. 1007)

A/S, in agreement with ALJ, found that the Respondent violated Section 19(a)(1) and (6) of the Order by refusing to provide information relevant to the Respondent's relocation decision and by its continuing refusal to negotiate on the matter of the implementation of the relocation and the impact on employees adversely affected by such action. (Occupational Safety and Health Review Commission, A/SLMR No. 1017)

Respondent violated Section 19(a)(1) and (6) of the Order by failing to furnish Complainant with information regarding reassignments which was necessary and relevant to the performance of the Complainant's representational function. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1045)

35 28 40 Failure to Meet Obligations Under National Consultation Rights

Respondent violated Section 19(a)(1) and (6) of the Order by refusing to consult about procedures implementing a change in policy and impact thereof, after Complainant learned of change and requested consultation pursuant to its national consultation rights. (Secretary of the Navy, A/SLMR No. 924)

Where Respondent implemented a new policy on contracting out without notice to Complainant, which had national consultation rights, A/S found Activity violated Section 19(a)(1) and (6) of the Order as failure to give notice precluded Complainant from having a reasonable opportunity to comment on the proposed change. (Secretary of the Navy, A/SLMR No. 924)

35 28 40 Failure to Meet Obligations Under National Consultation Rights (Cont'd)

Respondent violated Section 19(a)(1) and (6) of the Order by failing to afford Complainant, which had national consultation rights, opportunity to consult in person and to present its view thereon in writing. (Secretary of the Navy, A/SLMR No. 924)

A/S found that Respondent violated Section 19(a)(1) and (6) of the Order when it failed to give notice to the Complainant of a nationwide consolidation of services policy, a substantive personnel policy within meaning of FLRC Regs which deprived the Complainant of its right to comment on the proposed policy. (Dept. of the Navy, Office of Civilian Personnel, A/SLMR No. 1012)

A/S found that Respondent violated Section 19(a)(1) and (6) when it failed to give notice to the Complainant of a nationwide consolidation of services policy, a substantive personnel policy within meaning of FLRC Regs , which deprived the Complainant of the opportunity to consult about the impact and implementing procedures to the policy. (Dept. of the Navy, Office of Civilian Personnel, A/SLMR No. 1012)

35 32 00 Section 19 (d)

A/S adopted ALJ's recommendation that Section 19(d) did not bar complaint, under particular circumstances of the case. (Norfolk Naval Shipyard, Portsmouth, Va., A/SLMR No. 968)

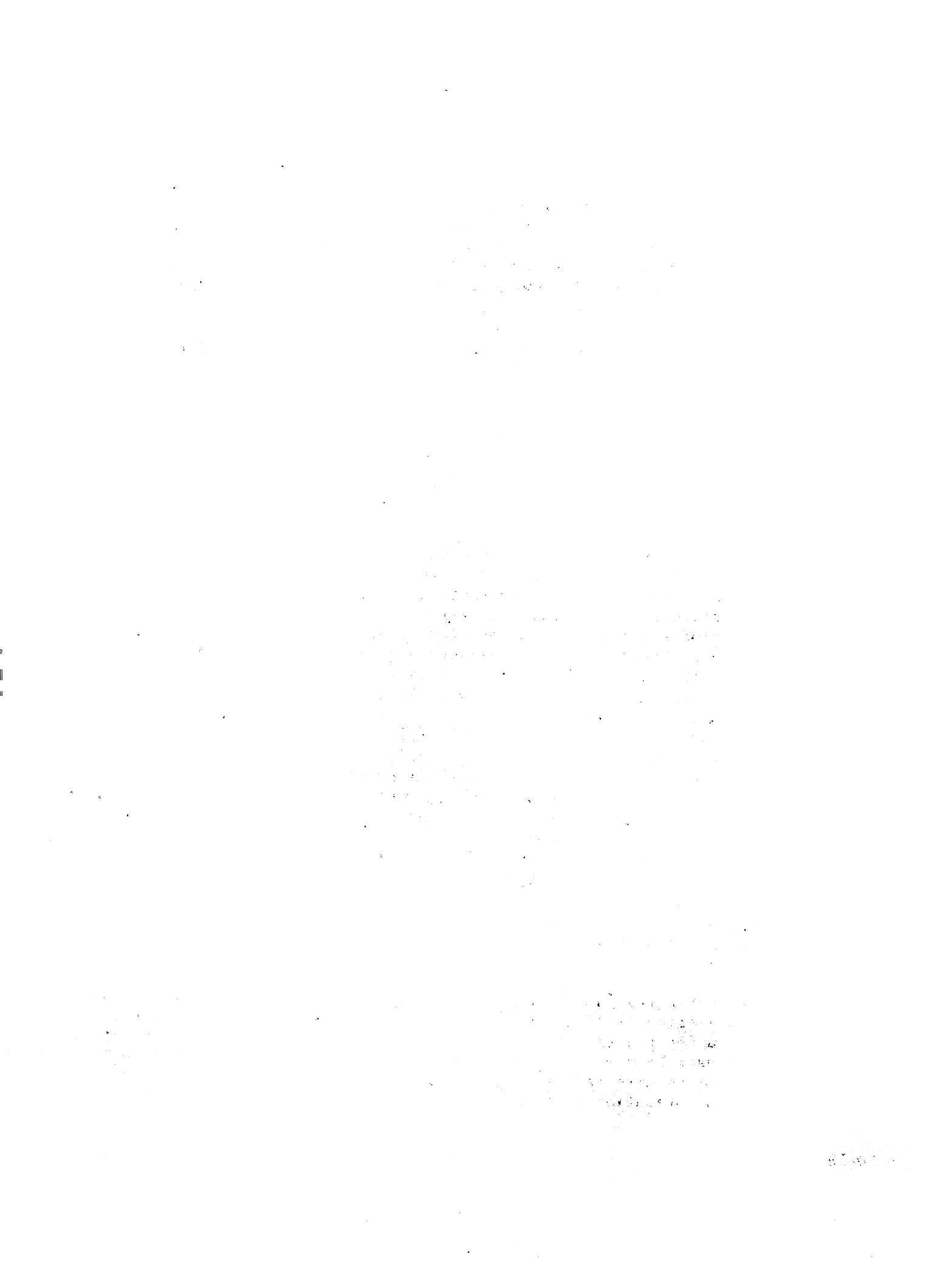
A/S adopted ALJ's finding that the complaint was not barred by Section 19(d) as the issue of the request for information was not litigated under the grievance proceeding. (IRS and IRS, Atlanta District Office, A/SLMR No. 975)

A/S adopted ALJ's rejection of Respondent's contention that the complaint was barred by Section 19(d) as the grievances involved were filed by employees concerning their rights rather than by the Complainant in its institutional capacity. He also adopted the ALJ's finding of a violation based on the unilateral alteration of the method of selecting samples of work product of unit employees for quality review purposes without notifying and affording the exclusive representative the opportunity to bargain over impact and procedures. (IRS, Fresno Service Cntr., A/SLMR No. 983)

A/S found that the consideration of the issue of employee's termination under the unfair labor practice procedures of the Order was not precluded by Section 19(d) of the Order

35 32 00 Section 19(d) (Cont'd)

since the only "appeals" procedures available to employee did not provide for third-party review of the Respondent's action. (VA., Chicago Veterans Hospital, N.Chicago, Ill., A/SLMR No. 1024)





40 00 00 UNFAIR LABOR PRACTICES: LABOR ORGANIZATION40 40 00 General

A/S, contrary to ALJ's finding of a violation by the local of the exclusive representative, found that procedural due process precluded construing a complaint so broadly as to include as party respondents components of national labor organizations not named in the complaint. A/S also dismissed violations found by ALJ based on incidents not set forth in the complaint. (PATCO, MEBA, AFL-CIO, A/SLMR No. 878)

A/S found conduct by representatives of Respondent Union on June 25 and 29, 1975, to be violative of Section 19(b) (1) and (3) of the Order, where the evidence, including events occurring both before and after the incidents in question, showed a pattern of hindering or coercing the Complainant for the purpose of impeding his work performance and the threat of such, which interfered with his protected right to refrain from assisting a labor organization. (PATCO, MEBA, AFL-CIO, A/SLMR No. 878)

Respondent Union did not violate Section 19(b) (1) of the Order when it's president refused to process Complainant's grievances. A/S noted that an exclusive representative's responsibility to fairly represent unit employees in the processing of grievances under a negotiated procedure does not provide such employees with an absolute right to have each and every grievance processed on their behalf by the labor organization. Rather, the exclusive representative must be allowed full play to exercise its own discretion and judgment to, among other things, prevent frivolous grievances, protect the integrity of the union, and provide consistency in the treatment of grievances. The duty of fair representation is breached only when the exclusive representative's conduct is arbitrary, discriminatory, or in bad faith. A/S found that the Complainant had failed to establish that the Respondent Union was arbitrary, discriminatory or acting in bad faith. He also found that the Respondent Union had acted in a manner consistent with its contractual responsibilities and did not prevent the Complainant from processing his grievances on his own behalf. (Local R1-57, NAGE, A/SLMR No. 896)

A/S noted in adopting ALJ's dismissal of Section 19(b) (1) and Section 19(c) allegations of undemocratic and improper internal union procedures that such allegations should more appropriately have been raised under Section 204 procedures rather than ULP procedures as they involved Standards of conduct for labor organizations. (IBEW, Local 2301, A/SLMR No. 954)

40 08 00 Section 19(b)(1)

Respondent Union did not violate Section 19(b)(1) of the Order by refusing to allow Complainant and other employees of Activity, who were not members of the labor organization to participate in pool on a proposal to change certain employee work schedules. In this regard, it was noted that while Section 10(e) of the Order guarantees to all unit employees the right to be fairly represented, where, as here the action of the labor organization is not arbitrary, discriminatory or in bad faith, the labor organization has broad latitude in fulfilling its representational obligations. (MEBA, AFL-CIO, Local 301, Aurora, Ill., A/SLMR No. 918)

A/S adopted ALJ's dismissal on their merits of allegations that Local violated a member's Section 18 rights by disciplining him and taking other action against him designed to prevent him from exercising his rights under EO, noting that such charges should more properly have been raised under Section 204 of A/S Regs. A/S also adopted ALJ's conclusion that as the suspension was, in fact, voided dues deductions were not continued improperly. (IBEW, Local 2301, A/SLMR No. 954)

40 12 00 Section 19(b)(2)

No Entries

40 16 00 Section 19(b)(3)

A/S found conduct by representatives of Respondent Union on June 25 and 29, 1975, violative of Section 19(b)(1) and (3) of the Order, where the evidence, including events both prior to and after the incidents in questions, established that the Complainant was a member of the Respondent during the critical period and that the Respondent coerced, or attempted to coerce, the Complainant for the purpose of hindering or impeding his work performance. A/S noted that he did not view the proscription of Section 19(b)(3) as being limited strictly to situations involving internal union discipline, but rather as expressing a specific concern to protect members of labor organization from any type of coercion by the organization. (PATCO, MEBA, AFL-CIO, A/SLMR No. 878)

40 20 00 Section 19(b)(4)

A/S, in agreement with ALJ, found that the Respondent Union violated Section 19(b)(4) when it condoned and encouraged employees to withhold their services and failed to fulfill its affirmative duty to prevent such conduct. (AFGE, Local 3496, A/SLMR No. 864)

A/S found that Respondent Union's informational picketing did not violate Section 19(b)(4). He defined permissible informational picketing in Federal Sector labor-management disputes as that which is directed at the general public, including organized labor groups, and which does not interfere or reasonably threaten to interfere with the operation of the affected Government agency. He also found that Complainant Activity's functions were not so crucial and sensitive to justify an absolute ban against all labor-management dispute picketing at the Norfolk Naval Shipyard. (Tidewater Virginia Federal Employees MTC, A/SLMR No. 867)

40 24 00 Section 19(b)(5)

No Entries

40 28 00 Section 19(b)(6)

A/S found, in agreement with ALJ, that the union's absence from four negotiating sessions did not constitute a violation of Section 19(b)(6) of the Order. The A/S noted that, while the union team did not appear at the four negotiating sessions, its Chief Negotiator continued to communicate with his Activity counterpart in an attempt to gain favorable arrangement in regard to his team's exhausted official time. (AFGE, Local 2578 and National Archives and Records Service, A/SLMR No. 965)

40 32 00 Section 19(c)

A/S adopted ALJ's dismissal on mootness of alleged Section 19(c) violation as suspension taken against member by Local was voided upon the member's appeal to the International. (IBEW, Local 2301, A/SLMR No. 954)



45 00 00 REMEDIAL ORDERS AGAINST AGENCIES: UNFAIR LABOR PRACTICES45 04 00 Notification and Dissemination of Remedies

A/S found contrary to the ALJ that the remedial notices should be posted throughout the Respondent's Midwest Region rather than only at the regional headquarters, as the violation involved the failure to notify the President of the Complainant's Local regarding a formal discussion, and the Complainant's local acts as the agent for the Complainant in the region. Therefore, a posting coextensive with the Complainant's jurisdiction was considered appropriate. (Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Midwest Region, Chicago, Ill., A/SLMR No. 1070)

45 08 00 Advice of Compliance

No Entries

45 10 00 Modification to Orders

No Entries

45 12 00 Remedies for Improper Rules, Regulations and Orders

No Entries

45 16 00 Remedies for Improper Conduct45 16 04 Interference, Solicitation or Distribution of Literature

Activity ordered to cease and desist from interrogating its employees as to the relationship between their work performance and their activities on behalf of, or their affiliation with any labor organization. (IRS, Detroit Data Center, Mich., A/SLMR No. 862)

Activity ordered to cease and desist from interfering, restraining, or coercing any employee in the exercise of his right to join a labor organization. (Marine Corp. Exchange 8-2, El Toro, Calif., A/SLMR No. 865)

Respondent ordered to cease and desist from preventing a steward from presenting and processing grievances and otherwise carrying out lawful duties as a steward or representative of a labor organization, by physical force, by verbal abuse, or be demeaning and/or disdainful treatment. (Ozark-Saint Francis Nat'l Forests, Russellville, Ark., A/SLMR No. 977)

45 16 00 Remedies for Improper Conduct45 16 04 Interference, Solicitation or Distribution of Literature  
(Cont'd)

Respondent ordered to cease and desist from criticizing, or taking adverse actions against an employee for the filing or processing of grievances pursuant to the terms of a negotiated agreement. (Ozark-Saint Francis Nat'l Forests, Russellville, Ark., A/SLMR No. 977)

Activity ordered to cease and desist inserting any remark or comment in any appraisal regarding the union activities of any employee. (IRS, Memphis Service Cntr., A/SLMR No. 989)

Activity ordered to cease and desist from making disparaging remarks to representatives of exclusive representative in the presence of other employees and otherwise interfering with, restraining or coercing its employees in the exercise of their rights assured by the Order. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 1026)

45 16 08 Discrimination

Activity ordered to reappraise the Complainant's work performance as of August 1976, without any consideration or reliance on her union activities, including letters written on behalf of a labor organization to members of the Congress. In the event that such a new appraisal results in the Complainant receiving a higher promotional rating than that accorded to the eight individuals promoted pursuant to the August 1976, priority register, then, to the extent consonant with applicable law and regulations, the Respondent is ordered to promote the Complainant and make her whole for any loss of back wages. (HUD, Milwaukee Area Office, Milwaukee, Wisc., A/SLMR No. 925)

Respondent ordered to cease and desist from discharging or otherwise discriminating against employees because they filed a complaint, have a complaint filed on their behalf, or have given testimony under the Order. (VA., Chicago Veterans Hospital, N.Chicago, Ill., A/SLMR No. 1024)

Respondent ordered to cease and desist discharging or otherwise discriminating against employees with regard to hiring, tenure, promotion, or other conditions of employment, in order to discourage membership in, or activities on behalf of a labor organization. (VA , Chicago Veterans Hospital, N. Chicago, Ill., A/SLMR No. 1024)

45 16 12 Assisting a Labor Organization

No Entries

45 16 16 Refusal to Accord Appropriate Recognition

No Entries

45 16 20 Failure to Consult, Confer or Negotiate

Respondent ordered to cease and desist from instituting a change in policy with respect to the manner of wearing the utility uniform by employees of the Pennsylvania Air National Guard without notifying the exclusive representative of the employees, and affording such representative the opportunity to meet and confer on the decision to effectuate such change. (Pennsylvania ANG, A/SLMR No. 866)

Respondent Agency ordered to cease and desist from changing terms and conditions of employment at the Naval Air Rework Facility, Pensacola, Florida, by directing the Naval Air Rework Facility, Pensacola, Florida, to discontinue payment of environmental differential pay made pursuant to the arbitration awards of October 4, 1972, and October 25, 1972, rendered under the negotiated agreement between the Naval Air Rework Facility, Pensacola, Florida, and the AFGE, AFL-CIO, Local 1960. (Naval Air Rework Facility, Pensacola, Florida and Secretary of the Navy, Washington, D.C., A/SLMR No. 873)

Respondent ordered to cease and desist from failing to meet and confer on method of selection of Equal Employment Opportunity Counselors. Respondent further ordered to meet and confer on method of selection, re-evaluate all applicants for the Counselor positions and fill the positions in accordance with any agreed upon method of selection. (SSA, DHEW, Wilkes-Barre Operations Branch, Wilkes-Barre, Pa., A/SLMR No.889)

Respondent ordered to cease and desist from reinstating security restrictions without notifying the exclusive bargaining representative and affording it a reasonable opportunity to meet and confer on the procedures to be observed in implementing such change, and on the impact the change will have on adversely affected employees. (IRS, Indianapolis, Ind., A/SLMR No. 909)

Respondent ordered to meet and confer, upon request, with Complainant concerning impact of change in testing procedure on adversely affected employees. (Jacksonville District, IRS, Jacksonville, Fla., A/SLMR No. 893)

45 16 20 Failure to Consult, Confer or Negotiate (Cont'd)

Respondent Activity ordered to cease and desist from unilaterally implementing matters which have been bargained to impasse during collective bargaining negotiations and which have been submitted to the FSIP, until the processes of the FSIP have been allowed to run their course. (Warner Robins Air Logistics Cntr., Ga., A/SLMR No. 912)

Respondent Agency ordered to cease and desist from unilaterally taking further RIF actions pursuant to regulation and rescind that regulation and upon request meet and confer with exclusive representative regarding new RIF procedures. (Community Services Administration, A/SLMR No. 913)

Pursuant to FLRC No. 76A-101 and rationale therein, A/S modified his remedy in A/SLMR No. 679, ordering that Respondent cease and desist from changing the composition of a particular competitive area for reduction-in-force without notifying Complainant of the decision to remove employees not represented by Complainant from the competitive area and affording Complainant an opportunity, upon request, to negotiate concerning the impact of such removal of any remaining employees who are in the bargaining units represented by Complainant. Further, A/S deleted requirement that Respondent rescind its command letter modifying various competitive areas for reduction-in-force, insofar as the subject competitive area was affected. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 919)

Respondent ordered to meet and confer with Union concerning the impact of its 1976 furlough policy on adversely affected unit employees, and following those negotiations, Respondent will make whole any employee who was determined to have been adversely affected by Respondent's failure to meet and confer concerning its new furlough policy of 1976. (IRS, Jacksonville District, A/SLMR No. 953)

Respondent Activity ordered to cease and desist from refusing to negotiate specific personnel policies within the ambit of Section 11(a) during pendency of consolidation of unit petition. (SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 963)

A/S ordered the Respondent to permit the Complainant access to such documents and materials as are necessary and relevant to the Complainant's processing of a grievance regarding a selection process. (IRS, Milwaukee District, Milwaukee, Wisc., A/SLMR No. 974)



45 16 20 Failure to Consult, Confer or Negotiate (Cont'd)

A/S ordered that the Respondent cease and desist from withholding or failing to provide information relevant and necessary to the processing of a grievance by the exclusive representative. Respondent also ordered upon request to make available all relevant and necessary information. (IRS, and IRS, Atlanta District Office, A/SLMR No. 975)

Due to insufficiency of the record to establish successorship after a reorganization, the A/S found contrary to the ALJ, that issuance of a bargaining order in this matter running to the Complainants would be inappropriate until such time that a final determination may be made in any subsequent proceeding that there is successorship and the Complainants still represent the employees involved, and ordered the Activity to bargain on the decision to change competitive areas if such successorship is established. (Picatinny Arsenal and the Project Manager for Nuclear Munitions, Dover, N.J., A/SLMR No. 981)

Activity ordered to cease and desist from instituting changes in the system used for review of the quality of the work of its employees without first notifying and affording the exclusive representative the opportunity to meet and confer, to the extent consonant with law and regs., on the impact and procedures, and, upon, request, to meet and confer concerning such quality review system. (IRS, Frenso Service Cntr., A/SLMR No. 983)

A/S in finding that Respondent violated Section 19(a) (1) and (6) of the E.O. by failing to afford the Union opportunity to negotiate over the implementation and impact of a decision changing an existing practice found, under the particular circumstances of the case, and noting that Respondent still allowed some employees to perform their duties under the prior practice, that a status quo ante remedy was appropriate for the type of conduct found violative. (IRS, New Orleans Dist., A/SLMR No. 995)

Activity ordered to reimburse each of the affected employees all monies withheld from them since November 1, 1970, by reason of its refusal to pay the environmental differential for "high work" authorized pursuant to a grievance settlement agreement. (GSA, Region 3, A/SLMR No. 996)

45 16 20 Failure to Consult, Confer or Negotiate (Cont'd)

A/S ordered that the Activity disestablish the Annapolis Field Office Safety Committee and to meet and confer prior to the establishment of a new committee which includes unit members. (EPA, Region III, A/SLMR No. 997)

Activity ordered to cease and desist from refusing to furnish upon request by the Complainant, such information as is necessary and relevant to enable it to perform its duties. (EPA, Region III, A/SLMR No. 999)

Activity ordered to cease and desist from instituting a RIF involving any adversely affected employee represented exclusively by Complainant without notifying Complainant and affording it the opportunity to meet and confer to the extent consonant with law and regulation, concerning the implementation of such procedures and its impact on adversely affected employees. (EPA, Region III, A/SLMR No. 999)

Respondent ordered to cease and desist from withholding or failing to provide, upon request by the Complainant a summary of statistical data submitted to the CSC for each position at each office or facility of the Respondent to which a test application was made. (IRS, A/SLMR No. 1001)

Respondent ordered to meet and confer on procedures to be used in implementing a reassignment of unit employees and on the impact such reassignment would have on adversely affected employees. (IRS, Greensboro District Office, A/SLMR No. 1007)

Respondent ordered to cease and desist from relocating unit employees without first notifying the exclusive representative of its employees, and affording it a reasonable opportunity to meet and confer, to the extent consonant with law and regulations, on the procedures to be used in effectuating the decision to relocate and on the impact such decision will have on employees adversely affected by such action. (Occupational Safety and Health Review Commission, A/SLMR No. 1017)

Activity ordered to cease and desist from unilaterally altering or changing the established past practice of allowing officers and stewards of the exclusive representative of its employees, or any other exclusive representative, the use of Activity typewriters, and the nonduty-time assistance of certain Activity personnel, for the purpose of typing grievances or other union communications incident to its representational obligations, and consonant

45 16 20 Failure to Consult, Confer or Negotiate (Cont'd)

with the provisions of Section 20 of the Order and the regulations of appropriate authorities, without first bargaining in good faith with the exclusive representative. (IRS, New Orleans District, New Orleans, La., A/SLMR No. 1034)

Respondent ordered to meet and confer on the procedures observed in reaching decision as to who was subject to the reassignments announced, and the impact they had on adversely affected employees, including if any agreement is reached, the return of any reassigned employees. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1045)

Activity ordered to rescind retroactively an order concerning parking and traffic, where such order was found to have been a "matter affecting working conditions" under Section 11(a) of the EO, and where Complainant had not previously been afforded the opportunity to consult, confer, or negotiate with the Activity over its issuance. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 1047)

Respondent order to cease and desist from withholding or failing to provide, upon request by the Complainant, any information bearing on the reassignment of employees announced in September 1976. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1045)

Respondent ordered to cease and desist from changing, after the expiration of the parties' negotiated agreement, existing personnel policies and practices and matters affecting working conditions within the ambit of Section 11 (a) of the EO. Respondent further ordered to direct its Puerto Rico Office, and any of its other facilities where unit employees are employed, to process, upon appropriate request, any grievance under the parties' negotiated procedure in which past refusal to do so was predicated upon the expiration of the parties' negotiated agreement. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1049)

Respondent ordered to restore, to the extent consonant with law and regulations, all privileges and benefits, including annual leave, denied due to unilateral changes in existing personnel policies and practices and matters affecting working conditions within the ambit of Section 11(a) of EO at the expiration of the parties' negotiated agreement. (Bureau of Alcohol, Tobacco and Firearms, A/SLMR No. 1049)

45 16 20 Failure to Consult, Confer or Negotiate (Cont'd)

A/S, in a supplemental decision, modified his order and notice in A/SLMR No. 806 based on the rationale set forth by the Council in FLRC No. 77A-40 in which the Council rejected the A/S's rationale with respect the affect on terms and conditions of employment of the expiration of a negotiated agreement. (IRS, Ogden Service Cntr., and IRS et al., A/SLMR No. 1052)

A/S, in a supplemental decision, modified his order and notice in A/SLMR No. 859 to conform to the principles set forth by the Council in FLRC No. 77A-92, in which the Council rejected the A/S's rationale and not the decision. (IRS, Brookhaven Service Cntr., A/SLMR No. 1053)

Respondent ordered to (1) cease and desist from changing terms and conditions of employment by increasing employee parking permit fees and to rescind, in writing, the increase in employee parking permit fees unilaterally implemented; (2) meet and confer on the increase in parking permit fees and not implement any further increase unless such implementation is agreed to by the parties; (3) and make whole to the extent consistent with applicable law and regulations, employees adversely affected by the unilateral increase in parking permit fees. (FAA, Metropolitan Washington Airport Service, Dulles International Airport; and Director, Metropolitan Washington Airport, FAA, A/SLMR No. 1062)

Activity ordered to cease and desist from engaging in formal discussions with unit employees concerning the impact of a change in the method and means by which its operations are performed on general working conditions without affording the exclusive representative an opportunity to be present. (Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Midwest Region, Chicago, Illinois, A/SLMR No. 1070.)

45 16 24 Failure to Cooperate

A/S ordered that the Respondent, upon request, permit the Complainant access to such documents and materials as are necessary and relevant to the Complainant's processing of a grievance regarding the selection process of a GS-4 Accounting Aide vacancy (IRS, Chicago Dist. Office, A/SLMR No. 1004)

50 00 00 REMEDIAL ORDERS AGAINST LABOR ORGANIZATIONS: UNFAIR  
LABOR PRACTICES

50 04 00 Notification and Dissemination of Remedies

A/S required Respondent Union to mail a copy of remedial notice to each of its members at his last known home address. (AFGE, Local 3486, A/SLMR No. 864)

50 08 00 Advice of Compliance

No Entries

50 12 00 Remedies for Improper Rules, Regulations and Orders

No Entries

50 16 00 Remedies for Improper Conduct

50 16 04 Interference

Respondent ordered to cease and desist from interrogating employees who invoke the negotiated grievance machinery concerning their motivation for filing grievances and indicating what actions will be taken if such grievances are pursued. (FAA, Air Traffic Control Tower, Greater Pittsburgh Airport, A/SLMR No. 920)

50 16 08 Harassment of Employee in Performance of Duties

A/S ordered Respondent Union to cease and desist from coercing, or attempting to coerce any member of its organization, for the purpose of hindering or impeding their work performance, their productivity, or the discharge of their dues owed to as an employee of the U.S. (PATCO, MEBA, AFL-CIO, A/SLMR No. 878)

50 16 12 Inducing Management to Coerce an Employee

No Entries

50 16 16 Strike Activity

A/S ordered Respondent Union to cease and desist from encouraging or engaging in a work stoppage and to cease and desist from condoning and such activity by the failure to take affirmative action to prevent or stop it. (AFGE, Local 3486, A/SLMR No. 864)

50 16 20 Discrimination

No Entries

50 16 28

50 16 24 Failure to Consult, Confer or Negotiate

No Entries

50 16 28 Denial of Membership

No Entries

55 00 00 STANDARDS OF CONDUCT55 04 00 Effect on Representation and Unfair Labor Practice Cases

A/S noted, in adopting ALJ's dismissal of Section 19(b)(1) and 19(c) allegations on their merits, that the allegations should more properly have been raised under Section 204 of the A/S Regs , as they involved Standards of Conduct for labor organizations. (IBEW, Local 2301, A/SLMR No. 954)

55 08 00 Procedure55 08 04 Jurisdiction

A/S dismissed the allegation that the Respondent labor organization had violated Section 204.2 of the A/S Regs by its failure to conduct an annual election of delegates to the National Capital Area Department of AFGE in April, 1976, as required by the Respondent's constitution and bylaws, because the matter was not due to the conduct of an election of delegates in June, 1977, under the provision of a newly amended constitution and bylaws, and because such an allegation should properly have been brought under Section 204.29 of the A/S Regs , Election of Officers, rather than under Section 204.2 of the A/S Regs , (AFGE, Local 32, A/SLMR No. 1009)

55 08 08 Bill of Rights

No Entries

55 08 12 Elections

No Entries

55 12 00 Bill of Rights55 12 04 Equal Rights

A/S concluded that the refusal of the Respondent's local president to recognize motions properly made at membership meetings and to accept the report from the investigative committee established at a special meeting violated members' rights under Section 204.2 (a)(1) and (2) of the A/S Regs, to participate in meetings and to express their views upon any business properly before the meetings. (AFGE, Local 32, A/SLMR No. 1009)

55 12 08 Freedom of Speech

A/S concluded that the refusal of the Respondent's local president to recognize motions properly made at membership meetings and to accept the report from the investigative committee established at a special meeting violated members' rights under Section 204.2 (a)(1) and (2) of the A/S Regs , to participate in meetings and to express their views upon any business properly before the meetings. (AFGE, Local 32, A/SLMR No. 1009)

A/S held that members' rights of free speech guaranteed by Section 204.2(a)(2) of the A/S Regs , were violated by threats contained in a report of the Respondent's Executive Council which indicated that continued "unauthorized" activity in connection with attempts to bring charges against certain local officers could be the basis for expulsion. (AFGE, Local 32, A/SLMR No. 1009)

55 12 12 Dues, Initiation Fees and Assessments

No Entries

55 12 16 Protection of the Right to Sue

No Entries

55 12 20 Safeguards against Improper Disciplinary Action

No Entries

55 00 00 Standards of Conduct55 16 00 Failure to File Financial and Other Reports55 16 04 General

A/S adopts ALJ's recommendation that Respondent be directed to file certain financial disclosure reports required by Section 18(c) of the Order. (NAGE, Local 12-69-R, A/SLMR No. 1059)

55 16 08 Procedure

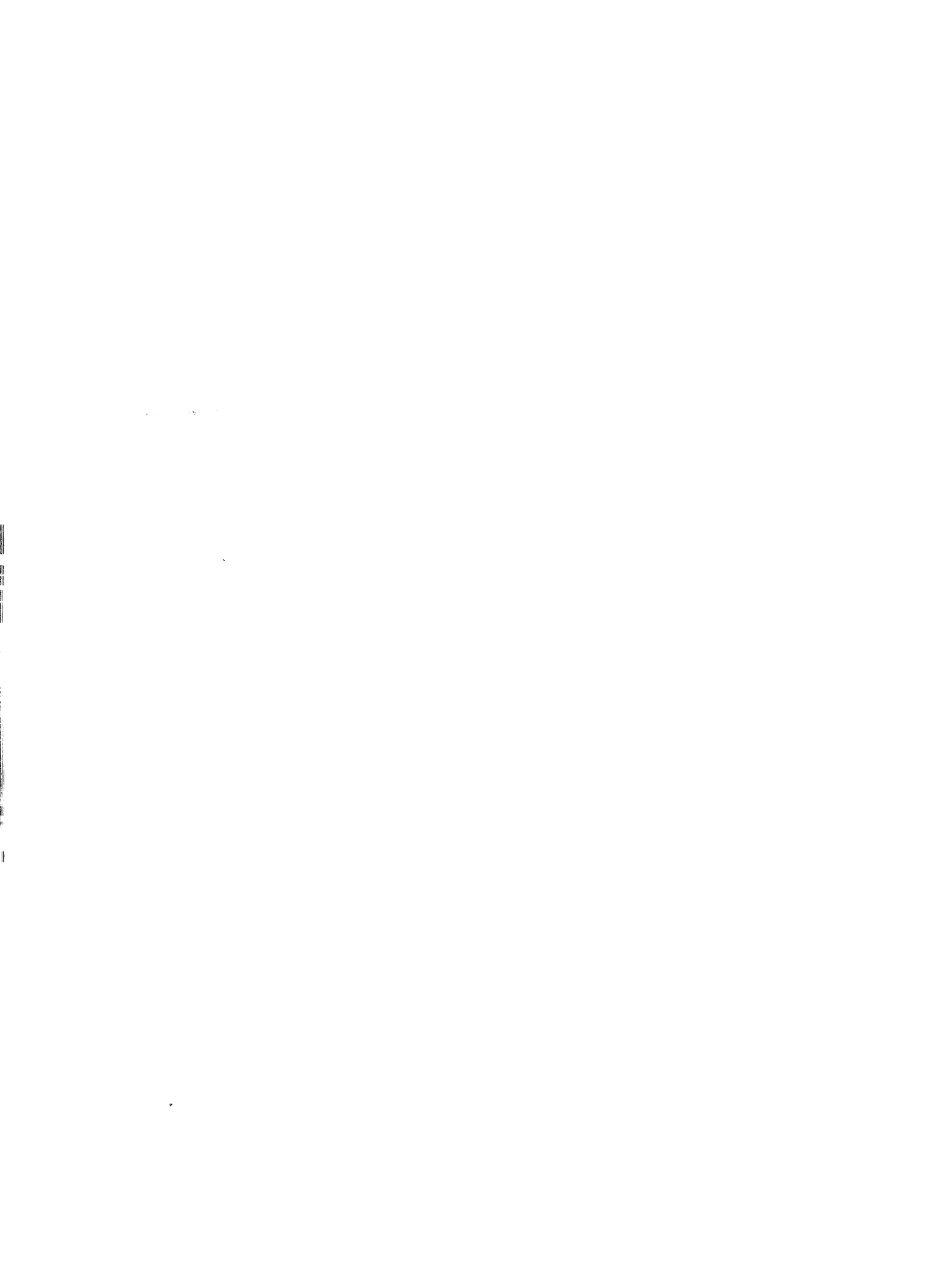
A/S adopted ALJ's finding, that allegations in complaint were true, based on Respondent's failure to appear at scheduled hearing, and on the basis of evidence introduced by Complainant at the hearing. (NAGE, Local 12-69-R, A/SLMR No. 1059)



55 16 12 Remedial Orders

Labor Organization ordered to cease and desist from failing to file financial disclosure reports, and affirmatively ordered to file delinquent reports at issue and all similar reports as they become due in the future. (NAGE, Local 12-69-R, A/SLMR No. 1059)

In light of Respondent's repeated failure to comply with EO procedures, A/S notes that under Section 204.92 of A/S Regs , he could order cancellation of dues deduction, withdrawal of recognition or refer case to the FLRC upon failure to comply with remedial orders. (NAGE, Local 12-69-R, A/SLMR No. 1059)



60 00 00 GRIEVABILITY AND ARBITRABILITY60 04 00 General

A/S agreed with the ALJ that the Applicant's request for advisory arbitration in the instant matter had been untimely submitted to the Activity. (IRS, Greensboro, N.C., A/SLMR No. 874)

A/S's decision in A/SLMR No. 749 was reversed by the Council where the Council in further clarification of its Crane decision determined that the dispute was over a matter within the scope of the negotiated procedure and should be resolved by an arbitrator. (Community Services Admin., FLRC No. 76A-149, A/SLMR No. 921)

ALJ found that grievance filed by two unit members concerning the procedures used in the selection of an Aircraft Mechanic Foreman position is not grievable or arbitrable. Noting particularly absence of exceptions, A/S adopted the findings, conclusions and recommendations of ALJ. (Rhode Island NG, Providence, RI, A/SLMR No. 947)

A/S, in agreement with the ALJ, found that the Respondent did not act in bad faith by denying Complainant's grievance and refusing to proceed to arbitration on the matter where the Respondent in good faith believed the grievance to have been untimely filed. Further, A/S noted that the matter involved the interpretation and application of the negotiated agreement and that if the Complainant was of the view that the grievance was arbitrable, it could seek a determination on arbitrability from the A/S in accordance with Section 13 (d) of the order. (U.S. Army Materiel Dev. and Readiness Comm., A/SLMR No. 1025)

A/S adopted the ALJ's conclusion that an arbitrator may properly decide, as a threshold question, whether the requests for arbitration were timely filed within the meaning of the parties' negotiated agreement. (Newark Air Force Station, Aerospace Guidance and Metrology Cntr., Newark, Ohio, A/SLMR No. 1044)

60 08 00 13(a)

A/S agreed with the ALJ that the grievance in this case, involving the Activity's awarding of "priority consideration" for first-line supervisory positions to two unit employees, was grievable and arbitrable under the parties' negotiated agreement. The ALJ concluded, and the A/S concurred, that the issue of whether provisions of the negotiated agreement are applicable to first-line supervisory positions involves a question of interpretation and application of the negotiated

60 08 00 13(a) (Cont'd)

agreement and, therefore, is grievable and arbitrable under the procedures of the agreement. The A/S further found that, should it be determined that the negotiated agreement is applicable to first-line supervisory positions, the extent to which the awarding of "priority consideration" for such positions may be inconsistent with any provision of the negotiated agreement is also a matter involving interpretation and application of the agreement and is grievable and arbitrable under the agreement. (Defense Mapping Agency Hydrographic Cntr., A/SLMR No. 964)

60 12 00 13(b)

No Entries

60 14 00 13(d)

Council reversed A/S's decision in A/SLMR No. 749, and found, in further clarification of its Crane decision, that where the matter in dispute was over a matter within the scope of the negotiated grievance procedure, it should be resolved by an arbitrator. Council noted that its language in Crane was not intended to mean that the A/S may interpret the substantive provisions of an agreement in resolving a grievability question, but rather was intended that he decide such a question, when the question was referred to him, just as an arbitrator would where the parties' unilaterally agree to refer such threshold issue to the arbitrator. (Community Services Admin., FLRC No. 76A-149, A/SLMR No. 921)

60 16 00 13(d)

Noting particularly the absence of exceptions, the A/S agreed with the ALJ that the grievance filed by AFGE, Local 2413, concerning the application of the agency's merit promotion policy in the selection of a first-line supervisor, was arbitrable under the parties' negotiated agreement. (VA Hospital, Boston, Mass., A/SLMR No. 931)

A/S agreed with the ALJ that the grievance in this case, involving the Activity's awarding of "priority consideration" for first-line supervisory positions to two unit employees, was grievable and arbitrable under the parties' negotiated agreement. The ALJ concluded, and the A/S concurred, that the issue of whether provisions of the negotiated agreement are applicable to first-line supervisory positions involves a question of interpretation and application of the negotiated agreement and, therefore, is grievable and arbitrable under

60 16 00 13(d) (Cont'd)

the procedures of the agreement. The A/S further found that, should it be determined that the negotiated agreement is applicable to first-line supervisory positions, the extent to which the awarding of "priority consideration" for such positions may be inconsistent with any provisions of the negotiated agreement is also a matter involving interpretation and application of the agreement and is grievable and arbitrable under the agreement. (Defense Mapping Agency Hydrographic Cntr., A/SLMR No. 964)

A/S adopts ALJ's finding that because a question over the filling of supervisory positions from outside the bargaining unit arguably concerned the interpretation and application of the negotiated agreement, the dispute was a matter within the scope of the negotiated procedure and was therefore grievable and arbitrable, absent any prohibition in either the Order or the parties agreement which would expressly preclude the processing of such grievance. (Marshall Space Flight Center, Marshall Space Flight Cntr., Ala., A/SLMR No. 1060)



ALPHABETICAL TABLE OF DECISIONS  
OF THE ASSISTANT SECRETARY OF LABOR  
FOR LABOR-MANAGEMENT RELATIONS  
July 1, 1977 - June 30, 1978

Dear Sir,

I have the pleasure to inform you that your application for a license to practice as a chartered accountant has been approved by the Council of the Institute of Chartered Accountants in England and Wales.

You are now entitled to use the title of Chartered Accountant and to be registered in the Register of Chartered Accountants. The Council has also decided to grant you the honorific prefix of 'Fellow'.

The Council has also decided to grant you the honorific prefix of 'Fellow'.



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1/ To facilitate reference, listing in this Table contain only key words in the case title. For complete official case captions, see Numerical Table of Cases.

2/ During the period covered by this Supplement, where the FLRC modified or remanded an A/S decision, the case number of the original A/S decision (A/SLMR No., or, in the event of an unpublished Request for Review action, the Area Office (AO) case number) is enclosed in parentheses, followed by the FLRC No. and by the A/SLMR No. of any subsequent A/S decision.

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FOR LABOR-MANAGEMENT RELATIONS  
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<sup>1/</sup> Listing includes all Sections involved except Section 20 20 00, "Employee Categories and Classifications," in which entries are listed alphabetically. In this connection, it should be noted that those decisions which reflect no digest entries are, in fact, digested under Section 20 20 00.

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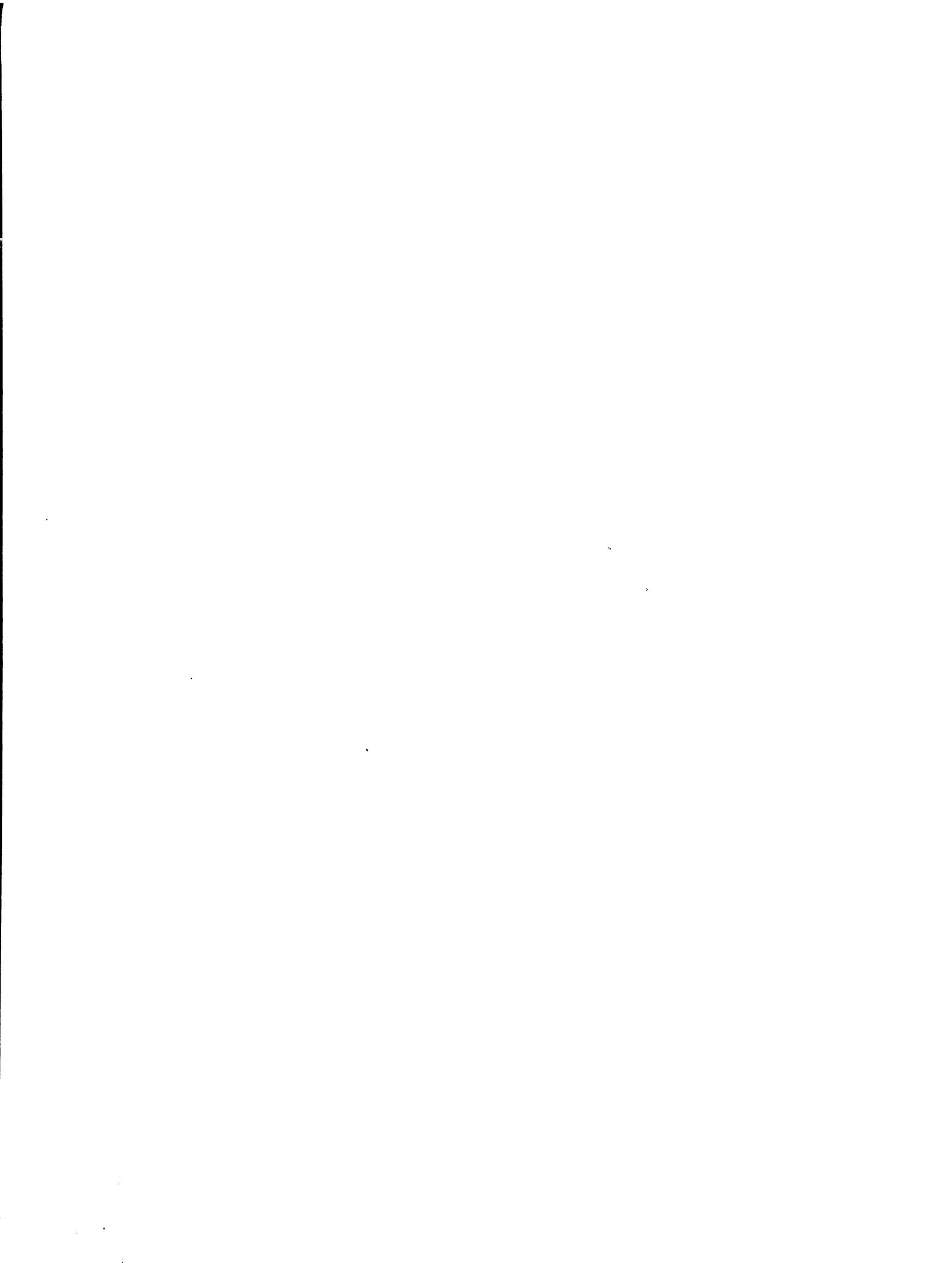
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55 08 12; 55 12 04;  
55 12 08

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25 12 08

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20 16 12 (See also: EMP  
CATEGORIES AND CLASSIFI-  
CATIONS)

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10 32 00

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25 08 08; 25 12 08

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10 12 00

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25 04 00

Prof Emps

25 04 04

Role of Observers

25 04 12

Refusal to Sign Consent  
Agreement

10 12 00

Rerun

25 16 00

**ELECTIONS**

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**Lab Org Officers**

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CATIONS)
- Exclusion from Ballot** 10 32 00
- Mail Ballot** 25 08 08; 25 12 08
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19(a)(2)	Discrimination by Agency	35 12 00
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20	Use of Official Time	30 04 00;	35 28 00
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Status (RA)

10 04 08

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10 04 12

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202.2(g) Status of Lab Org	10 20 00
202.3(b) Certification Bar	10 24 08
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Withdrawal	20 24 12
TRADE UNION	See: LAB ORG
TRANSCRIPT	See: HEARING
TRANSITIONAL PROBLEMS	05 32 00
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UNDERMINING REPRESENTATIVE	35 28 00
UNFAIR LABOR PRACTICES	30 00 00 to 45 00 00; See Also Specific Topics Such As: COMPLAINT, ULP; EVIDENCE; HEARINGS; OBJECTIONS TO ELECTIONS
Agency	
Access to Agency Facilities by Non-Intervenor	35 08 12
Directives	35 04 04
ULP	35 00 00

UNFAIR LABOR PRACTICES (cont.)

Agreement		
Extension	35 08 04	
Negotiation	35 08 04	
Refusal to Sign	35 28 00	
Amendment of Complaint	30 12 00;	30 16 00
Anti-Union Literature	35 08 04;	35 08 08
Appropriate Unit	35 28 00	
Arbitration		
Award	30 28 00	
Cancellation	35 08 04;	35 24 00;
	35 28 00	
Effect of	30 28 00	
Assistant to Union	35 16 00	
Authority of Negotiator	35 24 00;	35 28 00
Bargaining Request	35 28 00	
Burden of Proof	30 08 00;	35 12 00
By-Passing Exclusive Representative	35 28 00	
Cease and Desist Orders	45 00 00;	50 00 00
Charge	30 04 00	
Checkoff Revocation	35 24 00;	35 28 00;
	45 04 00	
CSC Guidance	35 04 04	
Complainant's Obligations	30 04 00;	30 08 00;
	30 12 00	
Complaint	30 04 00;	30 16 00;
	See Also:	COMPLAINT

UNFAIR LABOR PRACTICES (cont.)

Compliance	45 00 00	
Counterproposals	35 28 00	
Credibility Resolutions by HE (ALJ)	30 16 00	
CSC Guidance	35 04 04	
Dilatory Negotiations	35 28 00	
Discriminatory Treatment	35 08 04	
Dismissal of Complaint	30 08 00	
Disparate Treatment	35 08 04	
Distribution of Literature	35 08 08	
Dues Allotments Revocation	35 24 00; 45 16 00	35 28 00;
Effect of Other Proceedings	05 20 00;	30 28 00
Emergency Action	35 28 00	
Employee Status, Effect on ULP	30 24 00	
Evidence	See: EVIDENCE	
Good Faith Negotiations	35 28 00	
Grievance	35 28 00	
Grievance or Appeals Procedure	35 32 00	
Grievance, Unilateral Adjustment	35 08 04;	35 28 00
"Ground Rules" in Negotiations	35 28 00	
HE (ALJ) Report, No Exceptions	30 16 00	
Hearings	30 12 00;	See Also: HEARINGS
Interference		
Agency	35 08 00	



UNFAIR LABOR PRACTICES (cont.)

Interference (cont.)

Union	40 08 00	
Interpretation of Agreement	30 28 00	
Investigation and Report	30 08 00	
Lab Org ULP	40 00 00	
Limited to Complaint Allegations	30 12 00	
"Make Whole" Order	35 20 00	
Mootness	30 28 00;	35 20 00
Motions	30 12 00	
Negotiability	35 28 00	
Negotiations	35 28 00	
Ground Rules	35 28 00	
Side Agreements	35 28 00	
No-Distribution Rule	35 08 08	
No-Solicitation Rule	35 08 12	
Non-Access to Work Areas	35 08 04	
Nonwork Area Campaigning	35 08 08;	35 08 12
Nonwork Time Campaigning	35 08 08;	35 08 12
Notification of Compliance	45 00 00;	50 00 00
Obligation to Consult, Confer or Negotiate	35 28 00	
Post-Hearing Procedure	30 16 00	
Procedure		
Hearing	30 16 00;	30 20 00;
	30 12 00	

UNFAIR LABOR PRACTICES (cont.)

Procedure (cont.)

Investigation	30 08 00
Recognition, Failure to Accord	35 08 04; 35 28 00
Refusal to Confer, Consult, Negotiate	
Agency	35 28 00
Union	40 28 00
Refusal to Sign Agreement	35 28 00
Related Proceedings	05 20 00; 30 28 00
Remedial Orders	45 00 00; 50 00 00
Report of Investigation	30 08 00
Request for Bargaining	35 28 00
Requisites for Charges and Complaints	30 04 00
Responsibility for Acts of Individual	35 08 08
Revocation of Checkoff	35 24 00; 35 28 00; 45 04 00
Sections of EO	See: EO 11491, AND AS AMENDED
Solicitation for Membership	35 08 12
Stipulated Record	30 08 00
Strike	40 20 00
"Successorship" Doctrine	35 24 00; 20 16 36
Terminating Agreement	35 28 00
Undermining Exclusive Representative	35 28 00

UNFAIR LABOR PRACTICES (cont.)

Unilateral Action	35 08 04; 35 28 00
Union ULP	40 00 00
Unit Appropriateness	35 28 00
Waiver of EO Rights	35 04 08
Work Stoppage	40 20 00
UNILATERAL ACTION	35 28 00
UNION	See: LAB ORG
UNIT	See: APPROPRIATE UNIT

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VALIDITY OF SHOWING OF INTEREST	10 16 00
VOTER	20 16 12
Eligibility	20 20 00; 25 12 00
Intent	25 12 08
Prof Empls	25 04 04
Self-Determination	25 04 08
VOTING GROUPS	25 04 00
WAIVER OF	
Agreement Bar Rule	10 24 12
Challenge to Intervention	25 08 08
EO Rights	35 04 08
Exclusive Recognition	10 28 00
WITHDRAWAL OPPORTUNITY	20 16 12

WITNESSES	15 12 00	
LMSA Pers	05 12 04	
Obligations of Parties	15 20 00;	30 08 00;
	35 08 04;	35 28 00
Official Time	05 08 00;	35 08 04
Request for Appearance	15 20 00;	35 08 04
Testimony	15 20 00	
WORK AREA CAMPAIGNING	35 08 08;	35 08 12
WORK STOPPAGE	40 24 00	





