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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, 1976 through June 30, 1977

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

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, 1976 through June 30, 1977

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, 1976-June 30, 1977. It supplements three editions of the Digest and Index covering the period of January 1, 1970-June 30, 1976.

This edition contains a Table of Contents and Tables of Decisions and Reports on Rulings, each covering the period of July 1, 1976-June 30, 1977.

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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, from July 1, 1976 to June 30, 1977. Published decisions from January 1, 1970 to June 30, 1976, are contained in three 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 subheadings, 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; 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 PROVISIONS

05 04 00 Definitions (Alphabetically Listed)

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

Meet and Confer, Consult and Negotiate. In its 1975 Report and Recommendations, the FLRC recognized that confusion had developed over the apparent interchangeable use of the terms "Consult," "Meet and Confer," and "Negotiate." In this regard, the Council stated: The parties to exclusive recognition have an obligation to "negotiate" rather than to "consult" on negotiable issues unless they mutually have agreed to limit this obligation in any way. In the Federal labor-management relations program, "consultation" is required only as it pertains to the duty owed by agencies to labor organizations which have been accorded national consultation rights under Sec. 9 of the EO. The term "meet and confer," as used in the EO, is intended to be construed as a synonym for "negotiate." (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 679)

05 08 00 Coverage of Executive Order

A/S found, in connection with ULP case, that employees excluded from coverage of EO under Sec. 3(b)(3) necessarily should be prohibited from holding union office, as their participation in the management of a labor organization would result in a conflict or apparent conflict of interest, or otherwise would be incompatible with law or with the official duties of the employee within the meaning of Sec. 1(b) of the EO. (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Boston, Mass., A/SLMR No. 695)

A/S noting that no determination had been rendered by the Secretary of the Army exempting the Activity's employees from the EO pursuant to Sec. 3(b)(3) and (4), found that the employees in the unit found appropriate were subject to the coverage of the EO. (Criminal Investigation Command, Third Region, Ft. Gillem, Forest Park, Ga., A/SLMR No. 715)

05 08 00 Coverage of Executive Order (Cont'd)

A/S based upon a DOD directive indicating that pursuant to Sec. 3(c) of the EO, the EO does not apply to employees located in the Panama Canal Zone unless otherwise authorized by the Secretary of the Army, found that employees of the Activity located in the Canal Zone should be excluded from the unit found appropriate. (Criminal Investigation Command, Third Region, Ft. Gillem, Forest Park. Ga., A/SLMR No. 715)

A/S found that the January 12, 1970 letter approving recognition was in fact a confirmation of recognition actually granted December 31, 1969 placing it under EO 10988. (Bureau of Indian Affairs, Administrative Services Center, Albuquerque, N.M., A/SLMR No. 788)

A/S concluded that Respondent's decision to change the minimum term for military re-enlistments did not change a working condition which was bargainable in any respect under the EO, but rather, changed a precondition for civilian technician employement, which is outside the purview of the EO, and is solely governed by statute. (N.J. Dept. of Defense, N.J. Air National Guard, 177th Fighter Interceptor Group, A/SLMR No. 835)

05 12 00 Evidence

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

No Entries

05 12 08 Admissibility at Hearings

A/S in agreement with ALJ concluded that two internal management reports which were submitted to ALJ for his in camera inspection at the hearings were neither relevant nor necessary to the union for it to intelligently negotiate the impact and implementation of a RIF. (Agency for International Development, Dept. of State, A/SLMR No. 676)

05 12 00 Evidence (Cont'd)

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

A/S in agreement with ALJ, found that the general limitation on the use of official time unilaterally imposed by the Respondent on all other union officials, because of a breach of the agreement by two union officers constituted a flagrant and patent breach of the parties' agreement in violation of Sec. 19(a)(1) and (6) of the EO as there was no contention by the Respondent that any of the conditions set forth in the agreement have been met with respect to all other union officials before the Respondent limited their use of official time. (Watervliet Arsenal, U.S. Army Armament Command, Watervliet, N.J., A/SLMR No. 726)

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)

A/S found that there was sufficient evidence to support a good faith doubt by the Activity-Petitioner as to the AFGE's continuing majority status, based on the fact that there were currently no unit employees who had authorized dues deduction; there had been a recent history of difficulty experienced by the Activity in contacting the AFGE, and securing responses to proposed changes in operating and personnel policies; the AFGE had failed to supply the Activity with a list of officers or individuals authorized to act for the AFGE in the absence of its President; and for a substantial period of time the AFGE had not processed any grievance, either on behalf of individual members of the bargaining unit, or on its own behalf. A/S directed a election in the unit found appropriate. (Dallas Regional Office, SBA, A/SLMR No. 817)

10 04 12 Decertification of Representative, Filed by Employee(s) (DR)

No agreement bar found to decertification petition and election ordered. (HUD, Greensboro Area Office, A/SLMR No. 813)

A/S citing Defense Supply Agency, Defense Property Disposal Office, Aberdeen Proving Ground, Aberdeen Md., FLRC No. 74A-22, found that the gaining employer was a "successor", and that pursuant to the Rules and Regulations of the FLRC he should refer the following major policy issue to the Council: Whether the A/S can find that in a successorship 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 successor employer and the exclusive representative a period of stability free from rival claims or other questions concerning majority status. (U.S. Army Mortuary, Oakland Army Base, A/SLMR No. 857)

10 04 16 Clarification of Unit (CU)

Reorganization which transferred the Jasper Branch Office from the Birmingham, Ala., Dist. to the Tuscaloosa, Ala., Dist. altered the scope and character of the certified bargaining unit to the extent that the Jasper Branch Office employees no longer share a community of interest with employees in the subject bargaining unit, and were excluded from the bargaining unit. However, A/S found that the employees of the other Birmingham Dist. offices continued to share a community of interest with the other employees in the certified unit and thus should remain in the unit, but that it would not effectuate the purposes and policies of the EO to further clarify the unit as to include all branch offices within the Birmingham, Ala., Dist., as it would automatically accrete to the unit employees of any branch office subsequently established in the Dist. in the future. (HEW, SSA, Bureau of Field Operations, A/SLMR No. 777)

Unit clarified to reflect addition of two school grades did not result in substantial or material changes in the scope or character of the existing exclusively recognized bargaining unit, as the new employees worked in the same physical location, were subject to the same supervision and shared common personnel policies, practices and working conditions. (Dependents Schools, Europe, [Sigonella School], A/SLMR No. 825)

10 04 20 Amendment of Recognition or Certification (AC)

No Entries

10 04 24 National Consultation Rights

No Entries

10 04 28 Consolidation of Units (UC)

The special procedures established by the FLRC for consolidation are applicable only to the consolidation of existing exclusively recognized units. (HEW, SSA, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio, A/SLMR No. 706)

10 04 28 Consolidation of Units (UC) (Cont'd)

Given the clear policy guidelines established by the FLRC in the consolidation of units area, there has been established, in effect, a presumption favoring the appropriateness of proposed consolidated units. This presumption may be rebutted only where it is found that the proposed consolidated unit is so inconsistent with the criteria contained in Sec. 10(b) of the EO that the overriding objective of creating a more comprehensive bargaining unit structure would be undermined by such a finding. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

Referred to the principle established in A/SLMR No. 822 that there is a presumption favoring the appropriateness of proposed consolidated units. (IRS, Washington, D.C., A/SLMR No. 831)

A/S noted that the FLRC has indicated that a UC petition itself does not raise a QCR. Therefore, in his view, it would not effectuate the purposes of the EO to deny an exclusive representative the right to negotiate an agreement in an individual unit during the pendency of a UC petition which includes that unit, absent the raising of a valid QCR in such unit. (HEW, SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 832)

Referred to the principle established in A/SLMR No. 822 that there is a presumption favoring the appropriateness of proposed consolidated units. (IRS, Washington, D.C., A/SLMR No. 853)

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)

A/S revoked intervenor status of labor organization in CU proceeding where labor organization had not been accorded exclusive recognition pursuant to the procedures of Executive Orders 10988 and 11491, as amended and thus, had not met the intervention requirements of Sec. 202.5(e) of the A/S's Regulations for intervention in a CU proceeding. (GSA, FSS, A/SLMR No. 699)

10 12 00 Intervention (Cont'd)

Despite the fact that the labor organization's requests for intervention were untimely under the peculiar circumstances, and the fact that the intervenor had a sufficient showing of interest to support its intervention, the A/S granted the request to intervene. (Defense Property Service, Defense Property Disposal Regions, Memphis, Columbus and Ogden, et.al., A/SLMR No. 779)

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

The Petitioner, in order to utilize employee members covered by a negotiated agreement with the Activity for purpose of showing of interest, indicated willingness (a) to terminate its agreement prior to election and (b) to waive its exclusive recognition status. (U.S. Army Corps of Engineers, A/SLMR No. 819)

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 OFT's European Area negotiated agreement covered all the professional employees of former schools now commingled at the Ramstein Elementary School, and is a bar to the petition filed by the OEA. In this connection, A/S found that the merger herein did not result in the creation of a new unit involving an operation with major personnel and administrative changes. Nor did it result in the professional employees of the Ramstein Elementary School having a new community of interest separate and apart from the unit as described in the existing negotiated European Area agreement between the OFT and the Activity. (U.S. Dependent Schools, European Area, A/SLMR No. 740)

10 24 12 Agreement Bar (Cont'd)

Pursuant to Sec. 202.3(c)(1) of the A/S's Regulations, the A/S found that the petition was untimely filed in that it was filed during the insulated period of the agreement. (U.S. Dependent Schools, European Area, Upper Heyford High School, A/SLMR No. 770)

A/S, found petition filed untimely since Sec. 202.3(c)(2) of the Regulations provides that controlling date in computing "open period" for filing of petition for election is expiration date of initial three year period of agreement, such as the instant agreement, which has a terminal date more than three years from the date it was signed and dated by Activity and incumbent exclusive representative. (Naval Air Station, Willow Grove, Pa., A/SLMR No. 772)

A/S concluded that agreement did not constitute bar to processing petition where: (1) Sec. 202.3(c)(1) of the Regulations provides that controlling date in computing "open period" for filing of petition for election is terminal date of agreement, such as the instant agreement, which has term of three years or less from date signed and dated by Activity and incumbent exclusive representative; and (2) third party, such as petitioner, relying solely upon information contained within "four corners" of agreement would have no means to ascertain agreement's terminal date as neither the signature page nor any portion of the instant agreement indicated the date upon which it was approved. (U.S. Dept. of Agriculture, Forest Service, National Forests of Mississippi, Jackson, Miss., A/SLMR No. 774)

Negotiated agreement, which had a duration of 3 years with automatic 3 year renewals unless either party requested renegotiations, did not bar decertification petition where agreement was extended for purpose of renegotiations and petition was filed during extension period, as party's request to renegotiate served to terminate agreement. (HUD, Greensboro Area Office, A/SLMR No. 813)

As the Activity and the Petitioner stipulated that there were no bars to an election, the A/S found that the parties have, in effect, mutually waived the agreement bars in the four units where they have negotiated agreements. (U.S. Army Corps of Engineers, A/SLMR No. 819)

10 24 12 Agreement Bar (Cont'd)

A/S dismissed representation petition not filed during valid challenge period as provided for in Sec. 202.3(c) of the Regulations. (Dependents Schools, Eurpoe, [Sigonella School], A/SLMR No. 825)

A/S held that a negotiated agreement, consummated prior to the certification of a consolidated unit, covering one of the pre-existing units would not constitute a bar to a subsequent election in the consolidated unit regardless of such agreement's duration. (Dept. of HEW, SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 832)

A/S dismissed representation petition not filed during valid challenge period as provided for in Sec. 203.3(c) of the Regulations. (DOD, Dependents Schools, Europe, [Brindisi School], A/SLMR No. 840)

A/S citing Defense Supply Agency, Defense Property Disposal Office, Aberdeen Proving Ground, Aberdeen, Md., FLRC No. 74A-22, found that the gaining employer was a "successor" and that pursuant to the Rules and Regulations of the FLRC he should refer the following major policy issue to the Council: Whether the A/S can find that in a successorship 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 successor employer and the exclusive representative a period of stability free from rival claims or other questions concerning majority status. (U.S. Army Mortuary, Oakland Army Base, A/SLMR No. 857)

10 28 00 Status of Petitioner

A/S concluded that as the employees at a particular activity, were unrepresented and as no timely petition had been filed raising a QCR with respect to the employees of that activity, the subject petition to consolidate certain existing exclusively recognized units was not rendered defective by virtue of the fact that it excluded the employees of that activity. (HEW, SSA, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio, A/SLMR No. 706)

10 28 00 Status of Petitioner (Cont'd)

Where Petitioner seeks unit which encompasses unit or units in which it already holds exclusive recognition (but no negotiated agreement exists), in order to permit employees in such unit or units to be counted for purposes of petitioner's showing of interest, petitioner will be required to waive its exclusive recognition status in such unit or units and agree, in effect, to risk that recognition in event that it proceeds to election in broad unit and loses. (U.S. Army Corps of Engineers, A/SLMR No. 819)

A/S concluded that where an Activity has been found to have failed to meet at reasonable times for the purpose of consummating a negotiated agreement and, therefore, has been ordered to bargain with the incumbent exclusive representative, such a bargaining order must be carried out for a reasonable time thereafter without regard to whether or not there are fluctuations in the majority status of the incumbent exclusive representative. In the A/S's view such a policy is necessary to give the order to bargain its fullest effect, i.e. to give the parties to the collective bargaining relationship a reasonable time in which to conclude a negotiated agreement free from rival claims. Therefore, dismissal of a petition questioning the majority status of an incumbent exclusive representative filed under such circumstances would be warranted. (Defense Civil Preparedness Agency, Region I, Maynard Mass., A/SLMR No. 799)

There is nothing in the EO, the Report and Recommendations of the FLRC, or the A/S's Regulations, which requires the A/S to challenge the constitutional authority of a national labor organization to file a unit consolidation petition on behalf of its exclusively recognized local chapters even when the vast majority, as herein, of the exclusive recognitions for the units sought to be consolidated, are held by the individual chapters of the national labor organization. While under certain circumstances, it may be necessary to review the constitutional authority of a national labor organization to take such an action where the constitution of the labor organization involved is unclear in this regard or appears to delimit such authority, the A/S noted that there was no contention herein, nor did it appear, that the Constitution and Bylaws of the NTEU precluded the NTEU from filing a consolidation petition on behalf of its constituent local chapters. He noted additionally that

10 28 00 Status of Petitioner (Cont'd)

the affected employees would be protected from arbitrary action by a national labor organization in seeking to consolidate the exclusively recognized units of its constituent locals by the provisions of the EO and the A/S's Regulations, which provide for an election on the question of any proposed consolidation at the request of either party or 30 percent or more of the affected employees. Under all of these circumstances, the A/S found that the NTEU had standing to file the instant petition on behalf of its exclusively recognized local chapters. (IRS, Washington, D.C., A/SLMR No. 831)

A/S found, with respect to the IRS's threshold contention that the NTEU was without standing to file the instant petition, that, as the contentions of the parties and the factual circumstances with respect to this question were identical to those raised in A/SLMR No. 831, and for the reasons stated herein, the NTEU had standing to file the instant petition on behalf of its exclusively recognized local chapters. (IRS, Washington, D.C., A/SLMR No. 853)

10 32 00 Qualifications to Represent Specified Categories of Employees

Petitioner found eligible under Sec. 24(2) of th EO to represent licensed marine engineers who were found to be supervisors where petitioner traditionally represented units of licensed marine engineers under EO, and in the private sector. (U.S. Army Corps of Engineers, A/SLMR No. 819)

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

Absent the filing of a Request to Proceed the A/S will hold in abeyance the conducting of a representation election where a pending ULP complaint, filed by a party to the representation proceeding, is based upon conduct of a nature which would have a tendency to interfere with the free choice of the employees in an election, were one to be conducted. (R A/S No. 60)

15 00 00 REPRESENTATION HEARING PROCEDURE

15 04 00 Role of Hearing Officer

No Entries

15 08 00 Motions

15 08 04 General

No Entries

15 08 08 Amendment of Petition

A/S affirmed HO's ruling granting the Petitioner, AFGE's motion to amend its petition to include the IAM and MTD as Joint-Petitioners. A/S found no merit in the NFFE's argument which cited Veterans Administration Hospital Montrose, New York, A/SLMR No. 470, that it would be inappropriate to allow the amendment without the knowledge or consent of the employees who signed the showing of interest as such employees had no opportunity to express their desire as to whether or not they wished to be represented by the Joint-Petitioners. In affirming the HO, the A/S found the above case to be inapposite to the instant situation and further, that the employees involved will have an opportunity to express their desire in a secret ballot election as to whether or not they wish to be represented exclusively by the Joint-Petitioners. (Defense Property Disposal Regions, Memphis, Columbus, and Ogden, et.al., A/SLMR No. 779)

15 12 00 Evidence and Burden of Proof

No Entries

15 16 00 Unfair Labor Practice Allegations

No Entries

15 20 00 Obligation of Parties

No Entries

15 24 00 Post-Hearing Submissions

No Entries

15 28 00 Remand

No Entries

20 00 00 REPRESENTATION UNIT DETERMINATIONS

20 04 00 Criteria

20 04 04 Community of Interest

In finding that the Activity became the successor employer for two units, the A/S noted, among other things, that the employees in the two units continued to enjoy a clear and identifiable community of interest. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

Filed unit held appropriate as claimed employees share a clear and identifiable community of interest separate and distinct from all other employees of the Agency and such unit will promote effective dealings and efficiency of agency operations. (State Passport Off., Chicago, Ill., A/SLMR No. 697)

A/S found that while the employees of one activity within the SSA Area encompassed by the proposed consolidated unit could not properly be included, the proposed consolidated unit would, nevertheless, unite the employees in all eight of the Activity's current exclusively recognized units and that these employees were under the common supervision of an Area Director, had common work oriented relationships, and were subject to common personnel policies and practices administered on an Activity-wide basis and thus shared a clear and identifiable community of interest and that the creation of such a comprehensive unit will promote effective dealings and efficiency of agency operations, as well as being consistent with the policies of the FLRC as set forth in the Report and Recommendations wherein consolidation was proposed. (HEW, SSA, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio, A/SLMR No. 706)

Claimed unit is not appropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from other Ft. Knox employees, and that the proposed fragmented unit could not reasonably be expected to promote effective dealings and efficiency of agency operations. (U.S. Army Reception Station, Ft. Knox, Ky., A/SLMR No. 714)

20 04 04 Community of Interest (Cont'd)

Region-wide unit, of nonprofessional employees found appropriate for exclusive recognition in view of finding that the claimed employees share a clear and identifiable community of interest and in view of holding that such unit would promote effective dealings and efficiency of agency operations. (Criminal Investigation Command, Third Region, Ft. Gillem, Forest Park, Ga., A/SLMR No. 715)

A/S found that the claimed Region Headquarter's Office unit was not appropriate and dismissed the petition, finding that the claimed unit did not share a clear and identifiable community of interest separate and distinct from other employees in the various other Region Headquarter's Offices. A/S further found, that the claimed unit is only one of a number of operating components in the Region Headquarter's and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (HEW, Region II, SSA, Bureau of Disability Insurance, A/SLMR No. 723)

Claimed unit was not found to be appropriate as it was only one component of the MSDO whose employees did not share a clear and identifiable community of interest which was separate and distinct from other employees of the MSDO. (Management Systems Development Office Detachment, NARF, Jacksonville NAS, Fla., A/SLMR No. 741)

Both proposed unit and alternative unit are not appropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from excluded employees. (U.S. Dept. of Agric., U.S. Forest Service, Pacific Northwest Forest and Range Experiment Station, Forest Sciences Laboratory, Corvallis, Ore., A/SLMR No. 762)

A/S found that there is not a community of interest among the employees of the Riviera Beach Outpatient Clinic and the employees of the existing unit at the Activity to warrant the inclusion of the employees of the Riviera Beach Clinic in the existing unit without a self-determination election. (VA Hospital, Miami, Fla., A/SLMR No. 765)

Claimed unit not appropriate where employees of three separate program services were not engaged in an integrated operation, interchange or transfer across service lines, or enjoy common working conditions, job classification, skills and duties. (GSA, Jackson/Vicksburg, Miss., A/SLMR No. 769)

20 04 04 Community of Interest (Cont'd)

Proposed unit of professional employees found appropriate where, among other factors, unit was previously found appropriate in Office of the Regional Counsel, Western Region, A/SLMR No. 161, which unit was subsequently decertified. (Dept. of Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 780)

Claimed unit and alternative unit not appropriate where petitioned for employees perform similar work, share similar working conditions, and are subject to the same personnel policies, practices, job benefits and areas of consideration for promotion and RIF as other Activity employees. (National Park Service, Golden Gate National Recreation Area, San Francisco, Calif., A/SLMR No. 789)

A petition seeking a unit of all Nuclear Engineering Technicians was rejected by the A/S, who noted that the technicians had substantial interaction and interchange with other employees and that the employees are subject to the same personnel policies and practices as other employees at the Activity. Under these circumstances, it was determined that the claimed employees did not share a distinct community of interest nor would such unit promote effective dealings or efficiency of agency operations. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 815)

All licensed marine engineers employed by the U.S. Army Corps of Engineers in the continental United States found appropriate for the purpose of exclusive recognition as claimed employees constituted a homogeneous grouping of employees with a clear and identifiable community of interest separate and distinct from the other employees of the Activity and that they were all supervisors as defined by Sec. 2(c) of the EO and possessed similar skills, functions, job classifications and license requirements; that they had transferred between the various other districts of the Activity; and that they were subject to the same labor relations programs which were set forth in Activity-wide personnel regulations. (U.S. Army Corps of Engineers, A/SLMR No. 819)

20 04 04 Community of Interest (Cont'd)

A/S concluded that the employees in the unit sought constitute all of the eligible employees of the Education Division, and as such, share a common mission, common supervision, common work classifications, essentially common working conditions, and essentially similar personnel and labor relations practices in accordance with DHEW delegations of authority. Under these circumstances, the A/S found that the employees in the petitioned for consolidated unit share a clear and identifiable community of interest. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

A petitioned for unit consisting of all employees of the Utah District Office, Water Resources Division, U.S. Geological Survey was found inappropriate by the A/S as the employees involved did not possess a clear and identifiable community of interest separate and distinct from other employees in the Central Region and that such unit would not promote effective dealings and efficiency of agency operations. (U.S. Geological Survey, Water Resources Division, Central Region, Utah District, A/SLMR No. 826)

A/S found that the employees in the unit sought constitute all of the eligible employees in the IRS's computer-oriented Center-type operations. As such, they share a common mission and common supervision on a nationwide level, common job classifications, common types of working conditions, and similar personnel and labor relations practices pursuant to the multi-center negotiated agreement between the parties. Under these circumstances, he concluded that the employees in the petitioned for consolidated unit shared a clear and identifiable community of interest. (IRS, Washington, D.C., A/SLMR No. 831)

Proposed unit of all GS and WG employees found appropriate where among other factors, included employees share a common mission, general working conditions, overall supervision, and labor relations policies which are initiated in the Office of the Chief; there is substantial interchange among the employees; there is a common area of consideration for promotion and reduction-in-force procedures; and the Washington personnel office services the entire Washington, D.C. metropolitan area headquarters. (Dept. of Agric., Forest Service, A/SLMR No. 842)

20 04 04 Community of Interest (Cont'd)

A/S found that, the employees in the unit sought constitute all of the eligible employees of the IRS except for those in the IRS's specialized, computer-oriented Center-type operations. They are part of an integrated organization in which they share a common mission and common supervision on a nationwide level, common job classifications, common types of working conditions, and similar multi-District, multi-Regional and National Office negotiated agreements between the parties. Under these circumstances, the A/S concluded that the employees in the petitioned for consolidated unit share a clear and identifiable community of interest. (IRS, Washington, D.C., A/SLMR No. 853)

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

A/S found that, a claimed unit may be appropriate and be considered to promote effective dealings as well as efficiency of agency operations even though it does not include all employees directly under the area of regional head or the Activity officials who have final or initiating authority with respect to personnel, fiscal and programmatic matters. (DSA, DCASR, Cleveland, Ohio; DCASD, Columbia, Ohio; DSA, DCASR, Cleveland, Ohio; DCASD, Akron, Ohio, A/SLMR No. 687)

In finding that the Activity became the successor employer for two units, the A/S noted, among other things, that such a finding would promote effective dealings. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

Field unit held appropriate as claimed employees share a clear and identifiable community of interest separate and distinct from all other employees of the Agency and such unit will promote effective dealings and efficiency of agency operations. (State Passport Off., Chicago, Ill., A/SLMR No. 697)

20 04 08 Effective Dealings (Cont'd)

A/S found that while the employees of one activity within the SSA Area encompassed by the proposed consolidated unit could not properly be included, the proposed consolidated unit would, nevertheless, unite the employees in all eight of the Activity's current exclusively recognized units and that these employees were under the common supervision of an Area Director, had common work oriented relationships, and were subject to common personnel policies and practices administered on an Activity-wide basis and thus shared a clear and identifiable community of interest and that the creation of such a comprehensive unit will promote effective dealings and efficiency of agency operations, as well as being consistent with the policies of the FLRC as set forth in the Report and Recommendations wherein consolidation was proposed. (HEW, SSA, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio, A/SLMR No. 706)

Claimed unit is not appropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from other Ft. Knox employees and that the proposed fragmented unit could not reasonably be expected to promote effective dealings and efficiency of agency operations. (U.S. Army Reception Station, Ft. Knox, Ky., A/SLMR No. 714)

Region-wide unit of nonprofessional employees found appropriate for exclusive recognition in view of finding that the claimed employees share a clear and identifiable community of interest, and in view of holding that such unit would promote effective dealings and efficiency of agency operations. (Criminal Investigation Command, Third Region, Ft. Gillem, Forest Park, Ga., A/SLMR No. 715)

Claimed Headquarter's unit not appropriate where among other things, it is only one of a number of Headquarter's Offices in the Region and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (HEW, Region II, SSA, Bureau of Disability Insurance, A/SLMR No. 723)

A/S found that the proposed unit was only one component of the MSDO which shared the same personnel policies, procedures, and mission of other MDSO components and whose employees had similar or the same job classifications and skills of other MSDO employees; would artificially fragment the MSDO and could not be reasonably expected to promote effective dealings and efficiency of agency operations. (Management Systems Development Office Detachment, NARF, Jacksonville NAS, Fla., A/SLMR No. 741)

20 04 08 Effective Dealings (Cont'd)

Both proposed unit and alternative unit are not appropriate where, among other factors, it would result in fragmented units which could not reasonably be expected to promote effective dealings and efficiency of operation. (U.S. Dept. of Agric., U.S. Forest Service, Pacific Northwest Forest and Range Experiment Station, Forest Sciences Laboratory, Corvallis, Ore., A/SLMR No. 762)

Alternative units not appropriate as such units would result in the artificial fragmentation of employees of the various program services in the Region. (GSA, Jackson/ Vicksburg, Miss., A/SLMR No. 769)

Proposed unit of professional employees within regional office found appropriate where, among other factors, Regional Counsel retained significant discretion in personnel and labor relations matters, including the authority to negotiate labor agreements. (Dept. of Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 780)

Unit restricted to WG employees could not reasonably be expected to promote effective dealings and efficiency of agency operations. (National Park Service, Golden Gate National Recreation Area, San Francisco, Calif., A/SLMR No. 789)

A petition seeking a unit of all Nuclear Engineering Technicians was rejected by the A/S who noted that the technicians had substantial interaction and interchange with other employees and that the employees are subject to the same personnel policies and practices as other employees at the Activity. Under these circumstances, it was determined that the claimed employees did not share a distinct community of interest nor would such unit promote effective dealings or efficiency of agency operations. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 815)

A/S found that unit of all licensed marine engineers employed by the Acticity's Engineer Districts in the continental United Sates appropriate and would promote effective dealings and efficiency of agency operations. In this regard, he noted that the claimed unit would meet the objectives of the EO as explicated by the FLRC in its 1975 Report and Recommendation as such a unit not only would result, in effect,

20 04 08 Effective Dealings (Cont'd)

in the consolidation of the existing units of licensed marine engineers within the Activity, but would prevent further fragmentation of bargaining unit structure. Also, he found that negotiations encompassing the more comprehensive unit sought by the Petitioner may permit the parties to address a wider range of matters of critical concern to a greater number of the claimed employees who are unique within the Activity and who have the same concerns and problems. (U.S. Army Corps of Engineers, A/SLMR No. 819)

A/S found that the evidence established that the OE Personnel Office presently services employees in both the OE and the OASE; the memoranda of agreement signed by the AFGE with the OASE and with the NIE reflect much of the same language contained in the negotiated agreement between the AFGE and the OE; the OASE and the NIE have used the services of the OE's labor relations specialist in preparing their labor relations positions; the scope of labor relations authority in each agency is based on similar DHEW regulations; and promotions within the Division are based on a Division-wide area of consideration. Based on these factors, the A/S found that the proposed consolidated unit will promote effective dealings. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

A petitioned for unit consisting of all employees of the Utah District Office, Water Resources Division, U.S. Geological Survey was found inappropriate by the A/S as the employees involved did not possess a clear and identifiable community of interest separate and distinct from other employees in the Central Region, and that such unit would not promote effective dealings and efficiency of agency operations. (U.S. Geological Survey, Water Resources Division, Central Region, Utah District, A/SLMR No. 826)

As the evidence established that the parties had successfully negotiated at the national level two successive multi-unit agreements covering all the employees sought herein by the NTEU, the A/S found that the proposed consolidated unit would promote effective dealings. (IRS, Washington, D.C., A/SLMR No. 831)

20 04 08 Effective Dealings (Cont'd)

Proposed unit of all GS and WG employees found appropriate where, among other factors, it was noted that the level of recognition would be at the same level in the Activity's organization where personnel and labor relations policies are initiated. Moreover, the parties were in agreement that such a unit would promote effective dealings and efficiency of agency operations. (Dept. of Agric., Forest Service, A/SLMR No. 842)

As the evidence established that the parties had successfully negotiated at the national level multi-unit agreements covering the District and Regional Office employees sought herein, and that these agreements are essentially similar to the National Office agreement between the parties, the A/S found that the proposed consolidated unit would promote effective dealings. (IRS, Washington, D.C., A/SLMR No. 853)

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

A/S found that a claimed unit may be appropriate and be considered to promote effective dealings as well as efficiency of agency operations even though it does not include all employees directly under the area or regional head or the Activity officials who have final or initiating authority with respect to personnel, fiscal and programmatic matters. (DSA, DCASR, Cleveland, Ohio; DCASD, Columbia, Ohio; DSA, DCASR, Cleveland, Ohio; DCASD, Akron, Ohio, A/SLMR No. 687)

In finding that the Activity became the successor employer for two units, the A/S noted, among other things, that such a finding would promote efficiency of operations. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

Field unit held appropriate as claimed employees share a clear and identifiable community of interest separate and distinct from all other employees of the Agency and such unit will promote effective dealings and efficiency of agency operations. (State Passport Off., Chicago, Ill., A/SLMR No. 697)

20 04 12 Efficiency of Operations (Cont'd)

A/S found that while the employees of one activity within the SSA Area encompassed by the proposed consolidated unit could not properly be included, the proposed consolidated unit would, nevertheless, unite the employees in all eight of the Activity's current exclusively recognized units and that these employees were under the common supervision of an Area Director, had common work oriented relationships, and were subject to common personnel policies and practices administered on an Activity-wide basis, and thus, shared a clear and identifiable community of interest and that the creation of such a comprehensive unit will promote effective dealings and efficiency of agency operations, as well as being consistent with the policies of the FLRC as set forth in the Report and Recommendations wherein consolidation was proposed. (HEW, SSA, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio, A/SLMR No. 706)

Claimed unit is not appropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from other Ft. Knox employees and that the proposed fragmented unit could not reasonably be expected to promote effective dealings and efficiency of agency operations. (U.S. Army Reception Station, Ft. Knox, Ky., A/SLMR No. 714)

Region-wide unit of nonprofessional employees found appropriate for exclusive recognition in view of finding that the claimed employees share a clear and identifiable community of interest, and in view of holding that such unit would promote effective dealings and efficiency of agency operations. (Criminal Investigation Command, Third Region, Ft. Gillem, Forest Park, Ga., A/SLMR No. 715)

Claimed Headquarter's unit not appropriate where among other things, it is only one of a number of Headquarter's Offices in the Region and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (HEW, SSA, Region II, Bureau of Disability Insurance, A/SLMR No. 723)

20 04 12 Efficiency of Operations (Cont'd)

A/S found that the proposed unit was only one component of the MSDO which shared the same personnel policies, procedures, and mission of other MSDO components and whose employees had similar or the same job classifications and skills of other MSDO employees; would artifically fragment the MSDO and could not be reaonably expected to promote effective dealings and efficiency of agency operations. (Management Systems Development Office Detachment, NARF, Jacksonville NAS, Fla., A/SLMR No. 741)

Both proposed unit and alternative unit are not appropriate 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. Dept. of Agric., U.S. Forest Service, Pacific Northwest Forest and Range Experiment Station, Forest Sciences Laboratory, Corvallis, Ore., A/SLMR No. 762)

Alternative units not appropriate as such units would result in the artificial fragmentation of employees of the various program services in the Region. (GSA, Jackson/Vicksburg, Miss., A/SLMR No. 769)

Proposed unit of professional employees within regional office found appropriate where, among other factors, Regional Counsel retained significant discretion in personnel and labor relations matters, including the authority to negotiate labor agreements. (Dept. of Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 780)

Unit restricted to WG employees could not reasonably be expected to promote effective dealings and efficiency of agency operations. (National Park Service, Golden Gate National Recreation Area, San Francisco, Calif., A/SLMR No. 789)

A petition seeking a unit of all Nuclear Engineering Technicians was rejected by the A/S who noted that the technicians had substantial interaction and interchange with other employees and that all employees are subject to the same personnel policies and practices as other employees at the Activity. Under these circumstances, it was determined that the claimed employees did not share a distinct community of interest nor would such unit promote effective dealings or efficiency of agency operations. (Dept. of the Navy, Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 815)

20 04 12 Efficiency of Operations (Cont'd)

A/S found that unit of all licensed marine engineers employed by the Activity's Engineer Districts in the continental United States appropriate and would promote effective dealings and efficiency of agency operations. In this regard, he noted that the claimed unit would meet the objectives of the EO as explicated by the FLRC in its 1975 Report and Recommendations as such a unit not only would result, in effect, in the consolidation of the existing units of licensed marine engineers within the Activity, but would prevent further fragmentation of bargaining units, thereby promoting a more comprehensive bargaining unit structure. Further, he found that negotiations in less fragmented bargaining unit structures established at higher organizational levels would result in efficiency of agency operations in terms of cost, productivity and use of resources by allowing the Activity, as well as the Petitioner, to concentrate efforts on a single negotiated agreement, rather than dissipating resources in negotiating possibly 21 separate agreements with respect to the wide range of problems unique to this group of employees, and furthermore, that the Office of the Chief of Engineers plays a significant role in the coordination of personnel programs and policies, including the negotiation of agreements, and accordingly, would be an appropriate bargaining level for a functional Activity-wide grouping of employees. (U.S. Army Corps of Engineers, A/SLMR No. 819)

As the legislation creating the Education Division provided for the A/S for Education to serve as its principal officer, and as the evidence showed that, at a minimum, the ASE acts to coordinate certain activities of all of the component agencies within the Division, the A/S found that the proposed consolidated unit bears "some rational relationship to the operational and organizational structure" of the Education Division, DHEW, and will therefore promote the efficiency of the agency's operations. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

A petitioned for unit consisting of all employees of the Utah District Office, Water Resources Division, U.S. Geological Survey was found inappropriate by the A/S as the employees involved did not possess a clear and identifiable community of interest separate and distinct from other employees in the Central Region and that such unit would not promote effective dealings and efficiency of agency operations. (U.S. Geological Survey, Water Resources Division, Central Region, Utah District, A/SLMR No. 826)

20 04 12 Efficiency of Operations (Cont'd)

Noting the scope and history of the parties' current collective bargaining relationship, the A/S found that the proposed consolidated unit had already demonstrated the benefits to be derived from a unit structure related to a combination of employees of the IRS's Service Centers, Data Center and National Computer Center. Consequently, he concluded that the proposed consolidated unit will continue to promote the efficiency of the agency's operations. (IRS, Washington, D.C., A/SLMR No. 831)

Proposed unit of all GS and WG employees found appropriate where, among other factors, it was noted that the level of recognition would be at the same level in the Activity's organization where personnel and labor relations policies are initiated. Moreover, the parties were in agreement that such a unit would promote effective dealings and efficiency of agency operations. (Dept. of Agric., Forest Service, A/SLMR No. 842)

Noting the scope and history of the parties' current multi-unit collective bargaining relationship, the A/S found that the benefits to be derived from a unit structure related to a combination of the IRS's District Offices, Regional Offices and National Office, have already been demonstrated. In these circumstances, he concluded that the proposed consolidated unit will promote the efficiency of the agency's operations. (IRS, Washington, D.C., A/SLMR No. 853)

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

A finding of successorship was made where the two previously certified units were transferred to the gaining employer substantially intact, and where the appropriateness of the units remained unimpaired. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

20 08 00 Geographic Scope

20 08 04 World-wide

No Entries

20 08 08 Nation-wide

Unit of all licensed marine engineers employed by the U.S. Army Corps of Engineers in Corps of Engineers Districts in the continental United States found appropriate. (U.S. Army Corps of Engineers, A/SLMR No. 819)

20 08 12 State-wide

No Entries

20 08 16 City-wide

Both proposed unit and alternative unit will not promote effective dealings and efficiency of agency operations where, among other factors, units are based on geographic location. (U.S. Dept. of Agric., U.S. Forest Service, Pacific Northwest Forest and Range Experiment Station, Forest Sciences Laboratory, Corvallis, Ore., A/SLMR No. 762)

Claimed unit as well as alternative units not appropriate as employees have little or no commonality other than their geographical location of Jackson and Vicksburg, Mississippi. (GSA, Jackson/Vicksburg, Miss., A/SLMR No. 769)

20 12 00 Organizational Scope

20 12 04 Agency-wide

A consolidated unit consisting of all the eligible employees in the IRS's computer-oriented Center-type operations found appropriate. (IRS, Washington, D.C., A/SLMR No. 831)

A consolidated unit consisting of all the eligible employees in the IRS's District Offices, Regional Offices and National Office found appropriate. (See A/S 831) (IRS, Washington, D.C., A/SLMR No. 853)

20 12 08 Activity-wide

Unit limited solely to WG employees held inappropriate where variances between WG employees and GS employees were offset by the substantial evidence of their close working relationship. (Naval Inactive Ship Maintenance Facility, Vallejo, Calif., A/SLMR No. 690)

Both proposed unit and alterantive unit were found inappropriate where employees sought shared a community of interest at the Activity (Station) level rather than at the less than Activity level sought. (U.S. Dept. of Agric., U.S. Forest Service, Pacific Northwest Forest and Range Experiment Station, Forest Sciences Laboratory, Corvallis, Ore., A/SLMR No. 762)

Alternative unit of all Wage Grade and Wage Leader employees not appropriate. (National Park Service, Golden Gate National Recreation Area, San Francisco, Calif., A/SLMR No. 789)

A/S found that the petitioned for consolidated unit, which provides for bargaining in a single, rather than in the existing three bargaining units, will promote a more comprehensive bargaining unit structure. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

Although the parties had already been voluntarily bargaining on a multi-unit basis, the A/S determined that the petitioned for consolidated unit, which would provide bargaining for employees on a nationwide basis under a single unit structure, will reduce fragmentation, promote a more comprehensive bargaining unit structure, and is consistent with the policy of the EO set forth by the Council. (IRS, Washington, D.C., A/SLMR No. 831)

20 12 12 Directorate-wide

No Entries

20 12 16 Command-wide

No Entries

20 12 20 Headquarters-wide

Claimed unit is not appropriate as it is only one of a number of Regional HQ's offices within the Region and it is highly integrated with other Region HQ's offices. Claimed unit receives all its personnel services from the Regional Personnel Office and the area of consideration for promotions, filling of job vacancies and reductions-in-force is Regionwide; all employees of the Region including the unit claimed receive the same benefits, have the same working hours and leave policies, come under the grievance procedure and are serviced by the same labor relations section of the Regional Personnel Office. (HEW, Region II, SSA, Bureau of Disability Insurance, A/SLMR No. 723)

A consolidated unit consisting of all the eligible headquarters employees of the Education Division, DHEW, found appropriate. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

Unit of all nonprofessional GS and WG employees employed in national headquarters unit is appropriate. (U.S. Dept. of Agric., Forest Service, A/SLMR No. 842)

20 12 24 Field-wide

No Entries

20 12 28 Region-wide

Region-wide unit of nonprofessional employees found appropriate for exclusive recognition in view of finding that the claimed employees share a clear and identifiable community of interest, and in view of holding that such unit would promote effective dealings and efficiency of agency operations. (Criminal Investigation Command, Third Region, Ft. Gillem, Forest Park, Ga., A/SLMR No. 715)

Claimed unit is not appropriate as it is only one of a number of Regional HQ's offices within the Region and it is highly integrated with other Regional HQ's offices. Claimed unit receives all its personnel services from the Regional Personnel Office and the area of consideration for promotions, filling of job vacancies and reductions-in-force is Regionwide; all employees of the Region including the unit claimed receive the same benefits, have the same working hours and leave policies, come under the grievance procedure and are serviced by the same labor relations section of the Regional Personnel Office. (HEW, Region II, SSA, Bureau of Disability Insurance, A/SLMR No. 723)

20 12 28 Region-wide (Cont'd)

A/S found separate units of nonprofessional employees of the Activities 3 regions were appropriate for the purpose of exclusive recogniton. A/S noted that the employees in each region enjoy common overall supervision, uniform personnel policies and practices, similar working conditions and there was a substantial degree of transfers of employees within each region as well as work related contacts. He further noted that authority for personnel and labor relations matters existed at the regional level. (Defense Property Disposal Services, Defense Property Disposal Regions, Memphis, Columbus, and Ogden, et.al., A/SLMR No. 779)

Region-wide unit of professional employees found appropriate where employees shared a clear and identifiable community of interest, where such unit would promote effective dealings and efficiency of agency operations and where A/S previously found unit appropriate in Office of the Regional Counsel, Western Region, A/SLMR No. 161, which unit was subsequently decertified. (Dept. of Treasury, Office of Regional Counsel, A/SLMR No. 780)

20 12 32 Division-wide

No Entries

20 12 36 Area-wide

No Entries

20 12 40 District-wide

Unit limited to General Attorneys, Nationality, at one of a number of districts held inappropriate. (Immigration and Naturalization Service, San Francisco District, San Francisco, Calif., A/SLMR No. 730)

Activity petition claiming that reorganization changed the character and scope of the existing exclusively recognized single unit covering the New York Regional Office so as to render it inappropriate denied by A/S where, in the circumstances, it would result in unnecessary fragmentation. (SBA, Region II, New York, N.Y., A/SLMR No. 759)

20 12 44 Branch-wide

A/S after reconsidering cases pursuant to remand by the FLRC in FLRC No. 74A-41, reaffirmed his findings in A/SLMR No. 372 that individual bargaining units consisting of all employees in two separate Defense Contract Administration Offices located within a Defense Contract Administration Service Region were appropriate. (DSA, DCASR, Cleveland, Ohio; DCASD, Columbia, Ohio; DSA, DCASR, Cleveland, Ohio; DCASD, Akron, Ohio, A/SLMR No. 687)

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

A/S found individual field office appropriate. (State Passport Off., Chicago, Ill., A/SLMR No. 697)

Unit limited to employees in only one of five departments of the MSDO held inappropriate because employees did not share a clear and identifiable community of interest which was separate and distinct from other employees of the MSDO. (Management Systems Development Office Detachment, NARF, Jacksonville NAS, Fla., A/SLMR No. 741)

A/S found that separate units of nonprofessional employees of the Activity were not appropriate for the purpose of exclusive recognition as the employees of these offices do not enjoy a clear and identifiable community of interest separate and distinct from each other or from other employees in their respective regions. A/S noted that separate offices were organizational components of the regions and were subject to the authority and responsibility of the Regional Commanders within their respective regions. He also noted that the job description and duties of the employees in the claimed separate units were essentially similar to those of other employees in the regions and that all employees in the

20 12 60 Single Installation (Cont'd)

individual regions enjoy essentially similar working conditions and common personnel policies and practices established by the respective Regional Commanders and there were numerous instances of transfer among certain of the employees of the various individual offices within the respective regions. (Defense Property Disposal Service, Defense Property Disposal Regions, Memphis, Columbus, and Ogden, et.al., A/SLMR No. 779)

20 12 64 Occupational Classification

Unit of Special Policemen found appropriate where unit was a functionally distinct group of employees who share a community of interest separate and distinct from the other employees of the Activity and where unit would promote effective dealings and efficiency of agency operations. (Dept. of the Interior, Bureau of Reclamation, Boulder Canyon Project, Boulder City, Nev., A/SLMR No. 688)

Unit limited solely to WG employees held inappropriate where variances between WG employees and GS employees were offset by the substantial evidence of their close working relationship. (Naval Inactive Ship Maintenance Facility, Vallejo, Calif., A/SLMR No. 690)

Unit of deckhands and oilers engaged in ferryboat operations held appropriate. (Dept. of Transportation, U.S. Coast Guard Support Cntr., 3rd District Governors Island, N.Y., A/SLMR No. 785)

Unit of Wage Grade and Wage Leader maintenance personnel not appropriate. (National Park Service, Golden Gate National Recreation Area, San Francisco, Calif., A/SLMR No. 789)

Claimed unit of Nuclear Engineering Technicians employed by the Activity found not appropriate where included employees had substantial interaction and interchange with other employees and were subject to the same personnel policies and practices as other employees at the Activity. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 815)

20 16 00 Special Situations

20 16 04 Severance

Severance of a unit of WG and GS employees from an existing larger unit where there has been a harmonious and effective bargaining relationship and an absence of unusual circumstances is denied. (Hq., U.S. Army Field Artillery Cntr., Directorate of Facilities Engineers, Ft. Sill, Okla., A/SLMR No. 696)

Severance of a unit of firefighters from existing larger unit where there had been a harmonious and effective bargaining relationship and an absence of unusual circumstances is denied. (Hq., U.S. Army Field Artillery Cntr., Directorate of Facilities Engineers, Ft. Sill, Okla., A/SLMR No. 696)

Severance of firefighters from existing Activity-wide unit denied in accordance with the policy enumerated by the A/S in U.S. Naval Construction Battalion Center, A/SLMR No. 8. (U.S. Air Force, Fairchild AFB, Washington, D.C., A/SLMR No. 719)

Petition seeking to sever unit of registered nurses from existing professional and nonprofessional activity-wide unit, denied, where A/S found no "unusual circumstances" justifying severance. Petition dismissed even though another petition also filed for activity-wide unit and new election would include separate election for professional employees' expression of their desires, notwithstanding the fact that the professional employees have already enjoyed the opportunity of such expression in prior elections. (Indian Health Service Area Office, Window Rock, Arizona, and Public Health Service Indian Hospital, Fort Defiance, Arizona, HEW, A/SLMR No. 778)

In view of petitioned for unit's accretion to Region-wide FDA unit, petitioner's CU petition was tantamount to a request for severance of the subject employees from the existing exclusively recognized unit. Absent any evidence that the incumbent labor organization had failed to represent petitioned for employees in a fair and effective manner, the severance request was denied. (HEW, FDA, Region I, Boston Regional Field Office, Boston, Mass., A/SLMR No. 823)

20 16 08 Accretion

Accretion was not found where the two units were tansferred substantially intact to the gaining employer and where the appropriateness of the units remained unimpaired with the gaining employer. Thus, the gaining employer became the successor employer with respect to the two units. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

A/S ordered that the existing exclusively recognized metropolitan Washington, D.C., GSA, FSS Central Office unit should be clarified to include transportation audit employees transferred to the FSS from the GAO by an Act of Congress, as he found that the transportation audit employees had been functionally and administratively integrated into the FSS and, thus, did not have a clear and identifiable community of interest that was separate and distinct from other employees of the FSS. (GSA, FSS, A/SLMR No. 699)

Employees of Outpatient Clinic located in Riviera Beach, Florida, did not constitute accretion or addition to existing exclusively recognized unit of employees at VA Hospital, Miami, Florida. (VA Hospital, Miami, Fla., A/SLMR No. 765)

As a result of reorganization and consolidation, Navy Exchange employees formally in Naval Air Station Exchange unit were accreted to Naval Station unit, which was redesignated Navy Exchange, Navy Base where they had become intermingled and indistinguishable from employees in the redesignated unit. (Special Services Dept., Naval Station, Norfolk Va., A/SLMR No. 782)

Certain employees of Naval Station clubs, messes, and package liquor stores who, as a result of reorganization, were administratively transferred to Naval Air Station command, accreted to Naval Air Station unit where they shared a clear and identifiable community of interest with unit employees. (Special Services Dept., Naval Station, Norfolk, Va., A/SLMR No. 782)

Accretion occurred where unrepresented special services employees at Naval Air Station were administratively transferred to Naval Station command and were thoroughly combined and integrated into existing special service unit at the Naval Station. (Special Services Dept., Naval Station, Norfolk, Va., A/SLMR No. 782)

20 16 08 Accretion (Cont'd)

No accretion found and petition dismissed where after reorganization components of original unit as defined in present contract language are clearly identifiable and other organizational entities sought to be accreted have not been commingled. (Bureau of Indian Affairs, Administrative Services Center, Albuquerque, N.M., A/SLMR No. 788)

A/S ordered that the exclusively recognized Boston Regional Field Office unit should be clarified to include the employees of the Winchester Engineering and Analytical Center as he found that the employees of the Center shared a community of interest with, and are in fact, an integral part of the existing regional unit and that such inclusion would promote efficiency of agency operations and effective dealings. (HEW, FDA, Region 1, Boston Regional Field Office, Boston, Mass., A/SLMR No. 823)

20 16 12 Eligibility

Deckhands and oilers who occassionally work as masters and chief engineers are to be included in unit of masters and chief engineers, and when such employees return to their normal duties as deckhands and oilers they should be included in that unit. (Dept. of Transportation, U.S. Coast Guard Support Cntr., 3rd District, Governors, N.Y., A/SLMR No. 785)

20 16 16 Residual Employees

A/S found a residual unit of all nonprofessional GS employees of the Activity to be appropriate for the purpose of exclusive recognition as the petitioned for employees enjoyed common supervision, had the same pay structure, areas of competition for merit promotions and reduction-in-force procedure; and had little or no interchange with the WG employees. He also found that the claimed residual unit would promote effective dealings and efficiency of agency operations by preventing further fragmentation of the Activity's employees. (U.S. Dept. of Agric., Agricultural Research Service, Southern Regional Research Cntr., New Orleans, La., A/SLMR No. 757)

20 16 20 Self-Determination

No Entries

20 16 24 Supervisory Unit

Separate supervisory unit of masters and chief engineers held appropriate. (Dept. of Transportation, U.S. Coast Guard Support Cntr., 3rd District, Governors, N.Y., A/SLMR No. 785)

Supervisory unit of all licensed marine engineers in the U.S. Army Corps of Engineers Districts in the continental United States found appropriate. (U.S. Army Corps of Engineers, A/SLMR No. 819)

20 16 28 Reorganization

A reorganization which merged 3 Defense Mapping Agency Hawaii (DMA) field offices into a new organization entity, Defense Mapping Agency Depot, Hawaii (DMA-DH) produced a new overall unit consisting of all GS and WG employees of the DMA-DH. Accordingly, the A/S directed an election in such a unit. (Defense Mapping Agency Depot, Hawaii, A/SLMR No. 747)

A/S found that the reorganization of a high school, grades 7 through 12, which physically separated it into a junior high school, grades 7 and 8, and a high school, grades 9 through 12, did not result in substantial or material changes in the scope of character of the existing exclusively recognized bargaining unit and that the employees of both the high school and the junior high school continue to enjoy the same community of interest with the other employees in the exclusively recognized unit as before the reorganization. Further, the A/S found that their continued inclusion in the unit will promote effective dealings and efficiency of agency operations. (U.S. Dependents Schools, European Area Upper Heyford High School, A/SLMR No. 770)

Original components of exclusively recognized unit are still identifiable after a series of reorganizations and, therefore, CU petition seeking to accrete employees into components never part of unit and who have not been commingled, is dismissed. (Bureau of Indian Affairs, Administrative Services Cntr., Albuquerque, N.M., A/SLMR No. 788)

20 16 28 Reorganization (Cont'd)

A/S found that the exclusively recognized unit represented by AFGE continued after the reorganization, to remain appropriate for the purpose of exclusive recognition under the EO based on the fact that subsequent to the reorganization, the employees in the exclusively recognized unit continued to perform the same duties under the same immediate supervisor; they continued to enjoy a common mission, common overall supervision, common personnel policies and practices administered by the same personnel office; and share the same areas of consideration for promotions and reduction-in-force procedures. A/S further found that the establishment of two new units for the one old unit would result in unnecessary fragmentation and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (Dallas Regional Office, SBA, A/SLMR No. 817)

20 16 32 Consolidation of Units

A/S found that while the employees of one activity within the SSA Area encompassed by the proposed consolidated unit could not properly be included, the proposed consolidated unit would, nevertheless, unite the employees in all eight of the Activity's current exclusively recognized units and that these employees were under the common supervision of an Area Director, had common work oriented relationships, and were subject to common personnel policies and practices administered on an Activity-wide basis, and thus shared a clear and identifiable community of interest and that the creation of such a comprehensive unit will promote effective dealings and efficiency of agency operations, as well as being consistent with the policies of the FLRC as set forth in the Report and Recommendations wherein consolidation was proposed. (HEW, SSA, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio, A/SLMR No. 706)

The proposed consolidated unit appeared to include certain employees who were not currently represented by the petitioner in its existing exclusively recognized units. The A/S noted that the consolidation procedures are applicable only with respect to existing exclusively recognized units and therefore, the consolidated unit found appropriate would be limited to and/or defined by the parameters of the existing exclusively recognized units at the time of the filing of the instant consolidation petition. (Education Division, HEW, Washington, D.C., A/SLMR No. 822)

20 16 32 Consolidation of Units (Cont'd)

Unit of all licensed marine engineers employed by the Activity's Engineer Districts in the continental United States found appropriate will promote effective dealings and efficiency of agency operations. In this regard, A/S noted that the claimed unit would meet the objectives of the EO as explicated by the FLRC in its 1975 Report and Recommendations as such a unit not only would result, in effect, in the consolidation of the existing units of licensed marine engineers within the Acticity, but would prevent further fragmentation of bargaining unit structure. Also, he found that negotiations encompassing the more comprehensive unit sought by the Petitioner may permit the parties to address a wider range of matters of critical concern to a greater number of the claimed employees who are unique within the Activity and who have the same concerns and problems. (U.S. Army Corps of Engineers, A/SLMR No. 819)

Although the parties had already been voluntarily bargaining on a multi-unit basis, the A/S determined that the petitioned for consolidated unit, which would provide bargaining for employees on a nationwide basis under a single unit structure, will reduce fragmentation, promote a more comprehensive bargaining unit structure, and is consistent with the policy of the EO set forth by the Council. (IRS, Washington, D.C., A/SLMR No. 831)

Noting the scope and history of the parties' current multi-unit collective bargaining relationship, the A/S found that there has already been demonstrated the benefits to be derived from a unit structure related to a combination of the IRS's District Offices, Regional Offices and National Office. In these circumstances, he concluded that the proposed consolidated unit will promote the efficiency of the agency's operations. (IRS, Washington, D.C., A/SLMR No. 853)

20 16 36 Successorship

Successorship was found where the two units in question were transferred substantially intact to the gaining employer; where the appropriateness of the units remained unimpaired after the transfer; and where no question concerning representation was pending. (GSA, Central Office, Washington, D.C., A/SLMR No. 693)

20 16 36 Successorship (Cont'd)

A/S citing Defense Supply Agency, Defense Property Disposal Office, Aberdeen Proving Ground, Aberdeen, Md., FLRC No. 74A-22, found that the gaining employer was a "successor" and that pursuant to the Rules and Regulations of the FLRC he should refer the following major policy issue to the Council. Whether the A/S can find that in a successorship 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 successor employer and the exclusive representative a period of stability free from rival claims or other questions concerning majority status. (U.S. Army Mortuary, Oakland Army Base, A/SLMR No. 857)

20 20 00 Employee Categories and Classifications

Attorney (Patent Attorney) involved in the consideration of employee adverse actions, grievances and in performance rating dispute hearings serve as "representatives of management" and are, in effect, "agency management" within the meaning of Sec. 2(f) of the EO. (U.S. Patent and Trademark Office, A/SLMR No. 856)

Attorney (Trial Attorneys) involved in INS employee hearings relating to consideration of adverse actions to be taken against those employees serve as "representative of management" and are, in effect, "agency management" within the meaning of Sec. 2(f) of the EO and are excluded from unit. (Immigration and Naturalization Service, San Francisco District, and San Francisco, Calif., A/SLMR No. 730)

Auditor, GS-12, is not a management official. (U.S. Customs Service, A/SLMR No. 792)

Auditor, GS-13, (Senior) is not management official. (U.S. Customs Service, A/SLMR No. 792)

Chemist (Section Chief) is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

20 20 00 Employee Categories and Classifications (Cont'd)

Confidential Employees

Clerks to Area Supervisor is confidential employee. (Bureau of Alcohol, Tobacco and Firearms, Milwaukee, Wisc., A/SLMR No. 850)

Clerical Employee in EEO office who serves as personal secretary to EEO Officer, who is responsible for the formulation of labor relations policy with respect to EEO, is a confidential employee based on such duties. (HEW, U.S. Office of Education, Hqs., A/SLMR No. 803)

Clerical Employee in EEO office is not confidential employee based on mere access to and typing of confidential EEO matters. (HEW, U.S. Office of Education, Hqs., A/SLMR No. 803)

Management Analyst in Directorate of Administration excluded from unit as a confidential employee, as he serves in a confidential capacity to individuals involved in formulating and effectuating management policies in the field of labor relations. (Army, Tooele Army Depot, Tooele, Utah, A/SLMR No. 717)

Management Analysts in Force Development Branch and Analysis and Evaluation Division are not confidential employees and do not serve in a confidential capacity to an individual or individuals involved in the formulation and effectuation of management policies in the field of labor relations. (Army, Tooele Army Depot, Tooele, Utah, A/SLMR NO. 717)

Patent Attorneys are not confidential employees. (U.S. Patent and Trademark Office, A/SLMR No. 856)

Director of Cadet Musical Activities is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Engineer, Civil (Section Chief) is not a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Engineers (Licensed Marine) found to be supervisors and included in a supervisory unit. (U.S. Army Corps of Engineers, A/SLMR No. 819)

20 20 00 Employee Categories and Classifications (Cont'd)

Federal Personnel Work

Equal Employment Opportunity/Assistants in EEO Offices are engaged in Federal personnel work in other than a purely clerical capacity where they have unrestricted access to confidential personnel files; they assist in formulation of the affirmative action plan; they monitor the Activity's day-to-day personnel actions; and they assist in EEO training. (HEW, U.S. Office of Education, Hqs., A/SLMR No. 803)

Equal Employment Opportunity/Specialists in EEO Office are engaged in Federal personnel work in other than a purely clerical capacity where they have unrestricted access to confidential personnel files; they assist in formulation of affirmative action plan; they monitor Activity's day-to-day personnel actions; and they assist in EEO training. (HEW, U.S. Office of Education, Hqs., A/SLMR No. 803)

Equal Employment Opportunity/Specialists found by A/S to be engaged in Federal personnel work in other than a purely clerical capacity and therefore excluded from work pursuant to Sec. 10(b)(2).

Personnel Psychologist performs nonclerical Federal personnel work and is therefore excluded from the unit. (U.S. Patent and Trademark Office, A/SLMR No. 856)

Federal Protection Officer GS-6 (Supervisory) is not a supervisor. (GSA, Region II, New York, N.Y., A/SLMR No. 756)

General Schedule and Wage Board

Unit Not Appropriate

Unit limited solely to WG employees held inappropriate where variances between WG employees and GS employees were offset by the substantial evidence of their close working relationship. (Naval Inactive Ship Maintenance Facility, Vallejo, Calif., A/SLMR No. 690)

20 20 00 Employee Categories and Classifications (Cont'd)

Guards

Exchange Detective, HPP-5 is a guard where existing unit description specifically excluded guards, and A/S thus concluded that the employee should be excluded from the unit, absent the raising of a valid question concerning representation of Activity guards and the issuance of an appropriate certification. (Ft. Carson Exchange, Army and Air Force Exchange Service, A/SLMR No. 718)

History and Government (Section Chief) is not a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Judge (Immigration Judges) involved in INS employee hearings relating to consideration of adverse actions to be taken against those employees serve as a "representative of management" and are, in effect, "agency management" within meaning of Sec. 2(f) of EO and are excluded from unit. (Immigration and Naturalization Service, San Francisco District, San Francisco, Calif., A/SLMR No. 730)

Librarian is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Librarian (Assistant) is not a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

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

Attorney (Trial Attorneys) involved in INS employee hearings relating to consideration of adverse actions to be taken against those employees serve as a "representative of management" and are, in effect, "agency management" within meaning of Sec. 2(f) of EO and are excluded from unit. (U.S. Dept. of Justice, Immigration and Naturalization Service, San Francisco District, San Francisco, Calif., A/SLMR No. 730)

20 20 00 Employee Categories and Classifications (Cont'd)

Management Official (Cont'd)

Auditor, GS-12 is not a management official. (U.S. Customs Service, A/SLMR No. 792)

Auditor, GS-13 (Senior) is not a management official. (U.S. Customs Service, A/SLMR No. 792)

Information Systems Analyst is not a management official. (U.S. Patent and Trademark Office, A/SLMR No. 856)

Judge (Immigration Judges) involved in INS employee hearings relating to consideration of adverse actions to be taken against those employees serve as a "representative of management" and are, in effect, "agency management" within meaning of Sec. 2(f) of EO and are excluded from unit. (U.S. Dept. of Justice, Immigration and Naturalization Service, San Francisco District, San Francisco, Calif., A/SLMR No. 730)

Management Analysts in the Force Development Branch are not management officials but are resource persons whose recommendations are subject to extensive review before either acceptance or implementation and they are not individuals who actively participate in the ultimate determination of what policy, in fact, will be. (Army, Tooele Army Depot, Tooele, Utah, A/SLMR No. 717)

Management Analysts in the Analysis and Evaluation Division are not management officials but are resource persons whose recommendations are subject to extensive review before either acceptance or implementation and they are not individuals who actively participate in the ultimate determination of what policy, in fact, will be. (Army, Tooele Army Depot, Tooele, Utah, A/SLMR No. 717)

Management Analysts are not management officials. (U.S. Patent and Trademark Office, A/SLMR No. 856)

20 20 00 Employee Categories and Classifications (Cont'd)

Management Official (Cont'd)

Program Analysts are not management officials. (U.S. Patent and Trademark Office, A/SLMR No. 856)

Office Management Assistant, GS-301-8, found to perform Federal personnel work in other than purely clerical capacity and excluded from unit in CU proceeding. (U.S. Dept. of Agric., Farmers Home Admin., Colo., A/SLMR No. 752)

Professional and Non-Professional Employees

Unit Appropriate

Activity-wide unit of all professional and nonprofessional employees held appropriate. A/S found although professional employees already enjoyed opportunity of separately expressing their desires in prior election, Sec. 10(b)(4) of EO continues to be applicable, and ordered separate expression by professionals under such section. (Indian Health Service Area Office, Window Rock, Arizona, and Public Health Service Indian Hospital, Fort Defiance, Arizona, HEW, A/SLMR No. 778)

Property Management Specialist, GS-1170-12, found to be a supervisor and excluded from unit in CU proceeding. (U.S. Dept. of Agric., Farmers Home Admin., Colo., A/SLMR No. 752)

Registrar is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Seasonal Employees

Seasonal employees included in unit as such employees have expectancy of continued employment. (State Passport Off., Chicago, Ill., A/SLMR No. 697)

Supervisors

Chemist (Section Chief) is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Civil Engineer (Section Chief) is not a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

20 20 00 Employee Categories and Classifications (Cont'd)

Supervisors (Cont'd)

Deckhands who occassionally work as masters and chief engineers included in unit of masters and chief engineers and when such employees return to their normal duties as deckhands and oilers they should be included in that unit. Voting eligibility of such employees to be determined at time of election pursuant to foregoing principle. (Dept. of Transportation, U.S. Coast Guard Support Cntr., 3rd District, Governors Island, N.Y., A/SLMR No. 785)

Department Supervisors, HPP-7 are supervisors. (Fort Carson Exchange, Army and Air Force Exchange Service, A/SLMR No. 718)

Director of Cadet Musical Activities is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Federal Protection Officer GS-6 (Supervisory) is not a supervisor. (GSA, Region II, New York, N.Y., A/SLMR No. 756)

Firefighters Supervisory GS-6, who act as Station Captains are not supervisors. (Dept. of the Air Force, Hq., 317th Combat Support Group, Pope AFB, N.C., A/SLMR No. 836)

History and Government (Section Chief) is not a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Librarian is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Librarian (Assistant) is not a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Oilers who occassionally work as masters and chief engineers included in unit of masters and chief engineers and when such employees return to their normal duties as deckhands and oilers they should be included in that unit. Voting eligibility of such employees to be determined at time of election pursuant to foregoing principle. (Dept. of Transportation, U.S. Coast Guard Support Cntr., 3rd District, Governors Island, N.Y., A/SLMR No. 785)

20 20 00 Employee Categories and Classifications (Cont'd)

Supervisors (Cont'd)

Property Management Specialist, GS-1170-12, found to be a supervisor and excluded from unit in CU proceeding. (U.S. Dept. of Agric., Farmers Home Admin., Colo., A/SLMR No. 752)

Registrar is a supervisor. (U.S. Dept. of Transportation, U.S. Coast Guard Academy, New London, Conn., A/SLMR No. 737)

Security Policemen, GS-7 (Supervisory) were found to be supervisors within the meaning of Sec. 2(c) of the EO and excludable from the unit found appropriate. (Dept. of the Interior, Bureau of Reclamation, Boulder Canyon Project, Boulder City, Nev., A/SLMR No. 688)

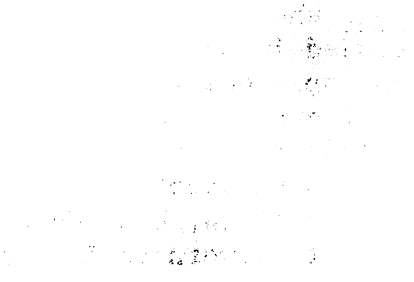
Tugboat Mate and Relief Lockage Supervisor serve as supervisors only on an intermittent and infrequent basis and evidence is insufficient to establish the periods in which they exercise supervisory authority. Lacking such evidence, the A/S made no finding as to their supervisory status. (DOT, St. Lawrence Seaway Development Corp., A/SLMR No. 839)

Unit Supervisor is a supervisor. (State Passport Off., Chicago, Ill., A/SLMR NO. 697)

Vessel Traffic Controller is not a supervisor. (DOT, St. Lawrence Seaway Development Corp., A/SLMR No. 839)

Temporary Employees

Temporary Employees included in unit as such employees enjoy same pay scales, supervision, work assignments, and working conditions as permanent employees and have expectancy of continued employment. (State Passport Off., Chicago, Ill., A/SLMR No. 697)



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

20 24 04 Posting of Notice of Unit Determination

No Entries

20 24 08 Showing of Interest

No Entries

20 24 12 Opportunity to Withdraw

A/S, contrary to ARA, granted Petitioner's request to withdraw, made during the hearing but noted that Petitioner, pursuant to Sec. 202.3(j) of the A/S Regulations, would be barred from filing a petition for the same unit or subdivision for a period of 6 months. (Antilles Consolidated School System, Ft. Buchanan, P.R., A/SLMR No. 712)

25 00 00 REPRESENTATION ELECTION AND POST ELECTION STAGES

25 04 00 Voting Procedures

25 04 04 Professionals

No Entries

25 04 08 Self-Determination

No Entries

25 04 12 Role of Observers

No Entries

25 04 16 Severance

No Entries

25 08 00 Objections

25 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")

No Entries

25 12 08 Questions Concerning Ballot

A/S, in agreement with ALJ, found that 2 challenged ballots affecting results of a self determination election for professionals, should be opened and counted and directed that a revised tally of ballots be served on the parties. (U.S. Customs Service, A/SLMR No. 792)

Disputes involving the question of ballot validity should be treated the same as a ballot challenge. (R A/S No. 59)

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")

CU petition dismissed where A/S found insufficient evidence to establish that Army employees at the Activity pursuant to a host-tenant agreement between the Army and the Activity constitute an accretion to the existing exclusively recognized unit. (Nat'l. Aeronautics and Space Admin., Lewis Research Cntr., Cleveland, Ohio, A/SLMR No. 678)

A/S clarified unit by including Production Controllers in unit of technical employees recognized under EO 10988 rather than in residual unit of GS employees granted under EO 11491. (Dept. of the Navy, Long Beach Naval Shipyard, A/SLMR No. 689)

Unit was clarified to exclude certain employees who were never intended to be included in the unit based on the testimony of an employee who was involved in the pre-election conference, and of an employee who was involved in the negotiation of the present negotiated agreement. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

25 20 00 Clarification of Unit (Cont'd)

Unit clarified by including in WG unit a group of positions which had been previously included in WG unit prior to change in their job title and method of compensation (from WG to GS) where record indicated that the duties and location of the positions were unchanged. (U.S. Army Engineer Center and Fort Belvoir, A/SLMR No. 744)

A/S ordered that an existing unit of "all guards and Federal Protective Officer, including Special Police" be clarified to include all employees assigned to the classification Supervisory Federal Protective Officer, GS-6 (Corporal), as these employees were not supervisors within the meaning of Sec. 2(a) of the EO. (GSA, Region II, New York, N.Y., A/SLMR No. 756)

Unit clarified by including in such unit Supervisory Firefighters, GS-6 and excluding from such unit the Supervisory Firefighters, GS-7. (Dept. of the Air Force, Hq., 317th Combat Support Group, Pope AFB, N.C., A/SLMR No. 836)

Stipulations in which parties agreed to supervisory or nonsupervisory status of employees, which matter had been subject of unit clarification petition, constitute, in effect, withdrawal requests of petitions with respect to agreed upon employees and, in the absence of any evidence that the stipulations were improper, A/S approved the withdrawal requests. (DOT, St. Lawrence Development Corp., A/SLMR No. 839)

Unit clarified to reflect addition of one school grade which did not result in substantial or material changes in the scope or character of the existing exclusively recognized bargaining unit, as the new employee hired worked in the same physical location as other unit employees, had teaching responsibilities similar to other unit employees, was subject to the same overall supervision and shared common personnel policies, practices and essentially the same working conditions. (DOD, Dependents Schools, Europe, [Brindisi School], A/SLMR No. 840)

A/S noted that during the hearing the parties' agreed to the supervisory or nonsupervisory status of certain employee classifications and that the agreement of the parties' constituted, in effect, withdrawal requests. Absent any evidence that the parties' agreement was improper, the A/S approved the withdrawal requests. A/S noted also that in order to expedite hearings on those classifications at issue the parties' divided disputed employee classifications into categories Group A, Group B and

25 20 00 Clarification of Unit (Cont'd)

Group C and stipulated that witnesses testifying within each grouping were representative of all such individuals within that grouping. A/S found that record showed such stipulation not improper. Unit clarified by excluding groups categorized Group A, Group B and Group C. (Dept. of Army, Hq., XVIII Airborne Corps and Ft. Bragg, N.C., A/SLMR No. 854)

25 24 00 Amendment of Recognition or Certification

In CU case, the designations of two units were changed to reflect the successorship of the new agency rather than their accretion to another unit, as sought in the petition. (GSA, Central Off., Washington, D.C., A/SLMR No. 693)

Recognition amended to encompass the normal exclusions under the EO. (U.S. Patent and Trademark Office, A/SLMR No. 856)

30 00 00 UNFAIR LABOR PRACTICES: PROCEDURE

30 04 00 Requisites for Charges and Complaints

Reassignment of union official was not specifically alleged in pre-complaint charge, the complaint, or in Complainant's posthearing brief therefore A/S ordered allegation be dismissed even though parties fully litigated the issue at the hearings. (Dept. of Treasury, U.S. Customs Service, Region IV, Miami, Fla., A/SLMR No. 739)

ALJ ruled that the allegation of an improper promotion to a permanent promotion was not properly raised at the proceeding. In so ruling, it was noted that the issue of the permanent promotion was not specifically alleged as improper in the pre-complaint charge, complaint, or amended complaint, and no attempt was made to amend the complaint to include such allegation. (Defense Mapping Agency, San Antonio Topographic Center, Ft. Sam Houston, Tex., A/SLMR No. 818)

A/S agreed with ALJ, but for different reasons, that Respondent's motion to dismiss, based on Complainant's alleged failure to file a pre-complaint charge, be denied. ALJ concluded that pre-complaint charge on another issue along with subsequent discussions between the parties on the issue involved satisfied the A/S's Regulations. However, A/S found that the two allegations requiring separate pre-complaint charges. Nevertheless, A/S found dismissal unwarranted as Respondent had failed to raise matter in a timely manner with the AA during the investigation stage or prior to the issuance of the Notice of Hearing. (Defense General Supply Cntr., A/SLMR No. 821)

A/S adopted ALJ's dismissal of certain aspects of ULP, either raised in the complaint for the first time or raised at the hearing for the first time, as the Respondent had not properly been put on notice by a pre-complaint charge as required by the A/S's Regulations. (Dept. of the Treasury, IRS, Brookhaven Service Cntr., A/SLMR No. 859)

30 08 00 Complaint Proceedings: Investigation Stage

30 08 04 Blocking Complaints

Absent the filing of a Request to Proceed the A/S will hold in abeyance the conducting of a representation election where a pending ULP complaint filed by a party to the representation proceeding is based upon conduct of a nature which would have a tendency to interfere with the free choice of the employees in an election, were one to be conducted. (R A/S No. 60)

30 12 00 Hearing

30 12 04 Rulings of ALJs

A/S noted that the ALJ improperly granted the Complainant's motion made at the hearing, to amend the complaint and reinstate the allegation that Respondent's conduct violated Sec. 19(a)(5). In that regard, the A/S considered the Complainant's previous withdrawal of the Sec. 19(a)(5) allegation, with approval by the Regional Administrator, as the equivalent of a dismissal of that part of the complaint. (Norfolk Naval Shipyard, A/SLMR No. 708)

ALJ granted Complainant's motion, made in its posthearing brief, to amend original complaint to conform to the evidence. (Dept. of Treasury, U.S. Customs Service, Region IV, Miami, Fla., A/SLMR No. 739)

While permitting an amendment of the complaint to include a Sec. 19(a)(4) allegation, the ALJ inadvertently failed to indicate that he had permitted such amendment or to make a specific finding with respect to such allegation. It was clear from a reading of the ALJ's decision, however, that he intended to dismiss the Sec. 19(a)(4) allegation, and as the record did not support such allegation, the A/S dismissed the Sec. 19(a)(4) allegation. (USAF, Vandenberg AFB, A/SLMR No. 786)

In agreement with ALJ, A/S dismissed Sec. 19(a)(2) complaint, finding that the issue of discrimination was not properly before the ALJ because of the failure of the Complainant to include in its complaint specific allegation of discriminatory action previously contained in the pre-complaint charge. (U.S. Army Training Cntr., Engineer and Ft. Leonard Wood, A/SLMR No. 787)

Contrary to the recommendation of the ALJ, A/S required the Respondent to post a notice consistent with his remedial order. In the A/S's view, such a notice is necessary to inform and assure employees that the rights guaranteed to them and their exclusive representative by the EO will be protected. (HEW, SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 832)

ALJ's ruling allowing the Complainant's chief witness to be deposed after the hearing was not found to be prejudicial by the A/S in view of the case disposition. (National Weather Service, A/SLMR No. 847)

30 12 08 Untimely Amendments to Complaints

A/S dismissed certain portions of complaint upon which the ALJ found violations of the EO as the particular findings were based on allegations of violations of the EO previously dismissed by the RA but which the ALJ allowed as amendments to the complaint at the hearing de novo. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

30 12 12 Failure to Appear

Complainant's failure to appear at the appointed time at the scheduled hearing is grounds for ALJ's granting of Respondent's motion to dismiss for lack of prosecution. (4500 Air Base Wing, Langley AFB, Va., A/SLMR No. 760)

30 12 16 Prejudicial Evidence

Receipt of unsigned amended complaint into evidence did not prejudice rights of either party since allegation, on which amended complaint was based, was contained in original complaint and was fully litigated at the hearing in this matter. (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, San Francisco, Calif., A/SLMR No. 698)

A/S found that, no prejudice was suffered by the Respondent, in view of the case disposition, where the ALJ allowed the Complainant's chief witness to be deposed after the hearing. (National Weather Service, A/SLMR No. 847)

30 12 20 Technical Deficiencies

No Entries

30 12 24 Evidence and Burden of Proof

No Entries

30 12 28 Lack of Cooperation

No Entries

30 16 00 Post-Hearing

Pursuant to authority contained in Sec. 203.16(g) of A/S Regulations, ALJ granted Complainant's motion, made in it's posthearing brief, to amend the original complaint to conform to the evidence. (Dept. of Treasury, U.S. Customs Service, Region IV, Miami, Fla., A/SLMR No. 739)

Complainant's exceptions and supporting brief were not considered by A/S where exceptions failed to comply with the content requirements for exceptions as described in Sec. 203.24 (a) of the A/S's Regulations and, supporting brief, which was filed separately, was filed untimely. (Philadelphia Service Cntr., IRS, Philadelphia, Pa., A/SLMR No. 754)

30 20 00 Stipulated Record

No Entries

30 24 00 Employee Status: Effect on Unfair Labor Practices

No Entries

30 28 00 Effect of Other Proceedings or Forums

A/S, in agreement with ALJ, found that the withholding, by the Respondent, of its approval of official time for two officers of the Complainant, where the parties' agreement gave the Respondent such authority under certain conditions, could not be said to have constituted a "patent" breach of the agreement tantamount to a unilateral change in the terms of the agreement, as the language of the agreement is susceptible to varying interpretations and thus, it may be reasonably argued that the Respondent properly interpreted the agreement, although the ALJ withheld from making such a finding. However, he found that the general limitation on the use of official time unilaterally imposed by the Respondent on all other union officials constituted a flagrant and patent breach of the parties' agreement in violation of Sec. 19(a)(1) and (6) of the EO as there was no contention by the Respondent that any of the conditions set forth in the agreement had been met with respect to all other union officials before the Respondent limited their use of official time. (Watervliet Arsenal, U.S. Army Armament Command, Watervliet, N.Y., A/SLMR No. 726)

30 28 00 Effect on Other Proceedings or Forums (Cont'd)

A/S adopted ALJ's finding that one aspect of ULP should be dismissed as it was identical to an issue previously raised in another ULP before the A/S. It was noted that it would be contrary to basic legal concepts of res judicata and collateral estoppel to allow simultaneous litigation of the same issue arising out of the same facts in two different proceedings before the same forum. (Dept. of the Treasury, IRS, Brookhaven Service Cntr., A/SLMR No. 859)

30 32 00 Major Policy Issue Raised

No Entries

35 00 00 UNFAIR LABOR PRACTICES: AGENCY

35 04 00 General

35 04 04 Guidance or Directives of Civil Service Commission or Agency

No Entries

35 04 08 Waiver of Rights Granted by Executive Order

No Entries

35 04 12 Management Rights

No Entries

35 08 00 Section 19(a)(1)

Although complaint did not specifically allege violation of Sec. 19(a)(1), A/S noted that a violation of any of the other subsections of Sec. 19(a) necessarily would tend to interfere with, restrain, or coerce employees in the exercise of their rights under EO and, therefore, also would derivatively constitute a violation of Sec. 19(a)(1). (SBA, Richmond, Va., District Off., A/SLMR No. 674)

A/S, in agreement with the ALJ, noted that he will not relinquish jurisdiction when the question presented is whether rights assured by the EO have been waived. A/S further concluded that, absent a clear and unmistakable waiver in the parties' negotiated agreement, the Complainant in the instant case had a right, granted by the EO, to designate the individual it desired to get as its representative or agent in each of the Respondent's regions. In this respect, he found that the Respondent therein had failed to show a clear and unmistakable waiver under the negotiated agreement of the Complainant's right to name its own representative in the Respondent's regions and, at best, had shown only an ambiguity in the disputed negotiated agreement provisions. (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Washington, D.C., A/SLMR No. 680)

35 08 04 Interference

Statements made by two of Respondent's supervisors did not reflect a refusal to deal with or negotiate with exclusive representative. (Dept. of Transportation, Office of Administrative Operations, A/SLMR No. 683)

Activity violated Sec. 19(a)(1) of the EO by unilaterally removing the telephone from the union president's desk after establishing a term and condition of employment when it granted the union's president the use of a telephone to be located on his desk. (VA, VA Regional Office, N.Y. Region, A/SLMR No. 694)

Activity did not violate EO by denying an employee the right to hold union office as the employee was prohibited from holding office under Sec. 1(b) of the EO because the participation of employees who are excluded from EO coverage under Sec. 3(b)(3) in the management of a labor organization necessarily results in a conflict or apparent conflict of interest. (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Boston, Mass., A/SLMR No. 695)

Statement of Respondent's representative to grievant and her union representative not violative of Sec. 19(a)(1). (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, San Francisco, Calif., A/SLMR No. 698)

A/S adopted ALJ's finding, noting no exceptions, that based on disparate treatment of facility representative and the timing of disciplinary action, it could reasonably be inferred that the issuance of warning letter was motivated, at least in part, by anti-union animus, and, therefore, was violative of Sec. 19(a)(1). (FAA, A/SLMR No. 704)

A/S concluded that the Complainant failed to prove by a fair preponderance of the credible evidence that the Respondent violated Sec. 19(a)(1) of the EO by making an inquiry as to union membership. (U.S. Marshal Service, Dallas, Tex., A/SLMR No. 709)

A/S adopted ALJ's conclusion that Activity did not violate Sec. 19(a)(1) and (6) of EO when during pendency of employee's grievance, Activity proposed to suspend the employee 3 days for an alleged abuse of sick leave -- the same incident giving rise to the employee's grievance where there was no evidence of anti-union animus, that the suspension was proposed because the grievance was filed, or discrimination to discourage union membership. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 710)

35 08 04 Interference (Cont'd)

A/S found Respondent's statements and remarks were not motivated by anti-union animus and consequently were not violative of Sec. 19(a)(1). (DSA, Defense Property Disposal Service, Elmendorf AFB, Alaska, A/SLMR No. 713)

Respondent did not violate Sec. 19(a)(1) where comments made by its District Director and its Chief of the Intelligence Division to the Complainant Local's President concerning the selection of the Union's steward were not, under the circumstances, intended or designed to persuade or influence the Complainant Local's President in regard to the selection or non-selection of the Union's steward. (IRS, Utah District, Salt Lake City, Utah, A/SLMR No. 716)

A/S adopted ALJ's finding that the elimination of a position held by an employee was based on economic considerations rather than as reprisal for his union activities. (Army Training Cntr. Engineer and Ft. Leonard Wood, Ft. Leonard Wood, Mo., A/SLMR No. 720)

Activity violated Sec. 19(a)(1) by Sector Manager's statements to an employee who had filed an informal grievance under the agency grievance procedure that he should not let the local union representative lead him around, as that was not the way to get ahead. A/S, contrary to ALJ, found that coercive or intimidating statements implying adverse consequences for employees seeking or accepting union assistance and representation in regard to such matters as the processing of grievances are of themselves separate and independent violations of Sec. 19(a)(1) unrelated to the particular nature of the procedure involved. (FAA, Airways Facilities Sector, Tampa, Fla., A/SLMR No. 725)

A/S adopted ALJ's finding that the credited remarks of agency management, including the context and manner in which they were made were not violated of the EO. However, in reaching this conclusion A/S did not adopt the ALJ's general implication that encouragement of a union steward to run for president of a local union by agency management with an offer to assist his or her campaign by posting campaign literature without more, would not, under any circumstances, constitute a violation of Sec. 19(a)(3) of the EO. (SSA, Wilkes-Barre Operations Branch, Dept. of HEW, A/SLMR No. 729)

35 08 04 Interference (Cont'd)

A/S agreed with ALJ's Recommendation to dismiss Sec. 19(a)(1) and (6) allegations where request for information was made by labor organization in its representative capacity in a grievance proceeding under an agency (non-negotiated) procedure. Citing FLRC No. 74A-54, U.S. Department of Navy, Naval Ordnance Station, Louisville, Kentucky, the ALJ noted that a labor organization has no inherent right to act on its own initiative on behalf of an employee where the matter arises under law or regulation rather than under a negotiated agreement or the EO. (FAA, National Aviation Facility Experimental Center, Atlantic City, N.J., A/SLMR No. 743)

Respondent violated Sec. 19(a)(1) when supervisor stated to two employees that they should have appealed a shift change directly with him rather than seek the assistance of their exclusive representative. (Dept. of Defense; Norfolk Naval Shipyard, A/SLMR No. 746)

Statement made by representative of Respondent to a Union representative, during a discussion concerning the training of certain employees, was not violative of Sec. 19(a)(1). (Philadelphia Service Cntr., IRS, Philadelphia, Pa., A/SLMR No. 754)

A/S, in agreement with ALJ, found that Respondent violated Sec. 19(a)(1) of the EO by telling employee that his union duties interferred with his effectiveness on the job and that it would be a negative factor in his rating. (U.S. Customs Service, Region IV, Dept. of Treasury, Miami, Fla., A/SLMR NO. 764)

Pursuant to FLRC No. 75A-25 and rationale therein, A/S reversed holding in A/SLMR No. 485, in which he found Respondent's conduct to be violative of Sec. 19(a)(1); and ordered that the complaint be dismissed in its entirety. (Dept. of the Air Force, Base Procurement Office, Vandenberg AFB, Calif., A/SLMR No. 767)

Based on the ALJ's credibility findings that the sole reason for the temporary transfer of a union steward to a lower grade position without loss of pay was to accommodate the steward and allow him unlimited time to perform his union activities without having to be involved in the deadlines and pressures of his current job position, and in the absence of any evidence of union animus, the A/S adopted the ALJ's conclusion that the temporary transfer of the steward was not violative of the EO. (Puget Sound Naval Shipyard, Dept. of the Navy, Bremerton, Wash., A/SLMR No. 768)

35 08 04 Interference (Con'd)

A/S affirmed ALJ's findings that Respondent had violated Sec. 19(a)(1) of the EO by the action of certain of its supervisors in uttering disparaging remarks to representatives of the Complainant in the pressence of other employees. (IRS, Philadelphia Service Cntr., Philadelphia, Pa., A/SLMR No. 771)

Activity violated Sec. 19(a)(1) of the EO by interrogating an employee about his activities as a union steward during a job promotion interview. However, A/S found that activity did not violate Sec. 19(a)(2) by failing to promote the subject employee where he was unable to conclude that the employee would have been selected but for his union beliefs and activities, despite his conclusions that the Respondent's violations of Sec. 19(a)(1) deprived the employee of a fair opportunity to compete for a promotion. (Dept. of Navy, Mare Island Naval Shipyard, A/SLMR No. 775)

A/S found Respondent violated Sec. 19(a)(1) and (4) of EO when it disciplined Complainant for use of FTS telephone for the purpose of conveying a message from the DOL investigating a prior complaint filed by the Complainant was, despite the existence of an agency regulation which prohibits the use of such facilities by a labor organization, inextricably intertwined with and derived from the filing of the prior ULP against the Respondent and the resultant investigation by the DOL. (Airway Facilities Field Office, FAA, St. Petersburg, Fla., A/SLMR No. 776)

Activity violated Sec. 19(a)(1) of the EO by making anti-union statements to an employee and by thereafter reprimanding and discharging the employee because of her union activities. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

Respondent violated Sec. 19(a)(1) when a supervisor interrogated an employee regarding the latter's solicitation on behalf of a labor organization. (USAF, Vandenberg AFB, A/SLMR No. 786)

Respondent violated Sec. 19(a)(1) when it issued a written reprimand to an employee following his circulation of a union authorization petition and the reasons given for the reprimand were pretextual in nature. (USAF, Vandenberg AFB, A/SLMR No. 786)

35 08 04 Interference (Contd')

A/S, in agreement with ALJ, found that Respondent had not violated Sec. 19(a)(1) when a management official told a unit employee he could not be represented by a union national representative but only by an official of the local. The A/S noted that the wording the parties contract to wit that employees who used its grievance procedure could be represented only by the local or an individual approved by the local. Hence management's statement was a reasonable and arguable interpretation of the parties' contract. (Commissary, Ft. Meade, Dept. of the Army, A/SLMR No. 793)

A/S found insufficient evidence to establish that Activity violated Sec. 19(a)(1) when its agent, the school principal, conducted an observation of the Complainant's class the day before a holiday, and made certain statements to the Complainant during the observation and at a post-observation meeting. (U.S. Dependents Schools, European Area (USDESEA), A/SLMR No. 795)

Activity did not violate Sec. 19(a)(1) by reprimanding a union representative who quoted portions of an intra-agency communication in a letter to a supervisor, copies of which were sent to members of the general public. The A/S found that the protection of Sec. 1(a) did not extend to the disseminations to the general public. (Dept. of Transportation, FAA, Las Vegas Control Tower, Las Vegas, Nev., A/SLMR No. 796)

A/S, in agreement with the Chief ALJ, found that the Complainant's separation from his job during his trial employment period was not motivated by the Complainant's union activities in violation of the EO. He found that the Complainant was not treated disparately but was terminated because of his unsatsifactory work performance. He concluded also that two of the Respondent's supervisors did not make the anti-union remarks which the Complainant attributed to them. (HEW, Public Health Service, Indian Health Service, Phoenix Indian Medical Cntr., A/SLMR No. 798)

Respondent violated Sec. 19(a)(1) when supervisor issued memo to local union president wherein a transfer was threatened because of his activity on behalf of a labor organization. (USDA, Agricultural Marketing Service, A/SLMR No. 810)

35 08 04 Interference (Cont'd)

Respondent violated Sec. 19(a)(1) when supervisor struck a unit employee and threatened to move him to another work area when he attempted to invoke a provision of the negotiated agreement. (FAA, Indianapolis Air Route Traffic Control Cntr., A/SLMR No. 812)

A/S dismissed Sec. 19(a)(1) allegation where there was insufficient evidence to estalish that the Activity failed to properly process individual's grievance. (VA Hospital, St. Louis, Mo., AFGE, Local 1715, A/SLMR No. 838)

A/S adopted ALJ finding that Sec. 19(a)(1) was not violated during hostile meeting between supervisor and Local President as under particular circumstances supervisor felt his promise had been breached and the alleged threat made, i.e., holding union officer to official time requirements of negotiated agreement. (IRS, Cincinnati Service Cntr., Ky., A/SLMR No. 844)

Respondent did not violate Sec. 19(a)(1) by threatening Complainant's President where Respondent's comment was a positive denial of any threat. (U.S. Dept. of Agric., Forest Service, Quachita Nat'l. Forest, Hot Springs, Ark., A/SLMR No. 845)

Respondent did not violate Sec. 19(a)(1) when its supervisor made an alleged critical comment at a private meeting with the Complainant's National Representative concerning the Complainant's President. (U.S. Dept. of Agric., Forest Service, Quachita Nat'l. Forest, Hot Springs, Ark., A/SLMR No. 845)

A/S adopted ALJ's finding that the Respondent did not violate the EO when it refused to recognize the appointment of an area representative of the labor organization as the job description and duties of the employee in question was the same as that of the clerk to the area supervisor found to be confidential in A/SLMR No. 538, and therefore was prohibited by Sec. 1(b) from serving as the union's area representative. (Bureau of Alcohol, Tobacco and Firearms, Milwaukee, Wisc., A/SLMR No. 850)

35 12 00

35 08 08 Distribution of Literature

No Entries

35 08 12 Solicitation

In agreement with ALJ, A/S concluded that, absent unusual circumstances, a Notice and a Direction which had the effect of barring union activity by employees during their non-work time, including breaks and lunch hours, were violative of Sec. 19(a)(1) of the EO. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

Respondent violated Sec. 19(a)(1) when it issued a written reprimand to an employee following his circulation of a union authorization petition and the reasons given for the reprimand were pretextual in nature. (USAF, Vandenberg AFB, A/SLMR No. 786)

Respondent violated Sec. 19(a)(1) when a supervisor interrogated an employee regarding the latter's solication on behalf of a labor organization. (USAF, Vandenberg AFB, A/SLMR No. 786)

A/S, in agreement with ALJ, found that Respondent violated Sec. 19(a)(1) by giving improper assistance to another union by allowing solicitation on its premises within a unit in which the Complainant had exclusive recognition and an agreement. The A/S noted the absence of evidence that the outside union had made a diligent effort to contact employees by other means, and that the Respondent had not sufficiently inquired into the previous efforts of outside union before granting it access to its premises. (Commissary, Ft. Meade, Dept. of the Army, A/SLMR No. 793)

35 12 00 Section 19(a)(2)

A/S adopted ALJ's finding that there was insufficient basis in the record to find that the Respondent had discriminated against certain union members because of their participation in the filing of grievances or complaints. (FAA, Eastern Region, A/SLMR No. 685)

Respondent's action in the subject case did not encourage or discourage membership in the Complainant Union by discriminating in regard to condition of employement inasmuch as the Respondent refused to comply with the Complainant's request for dues withholding pending a decision from the Comptroller General regarding the appropriateness of compliance with the Complainant's request. (VA Hosp., Murfreesboro, Tenn., A/SLMR No. 702)

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

A/S adopted ALJ finding that labor organization's allegation concerning the removal of its President from her officially assigned job duties because her union activities had been raised previously under a negotiated grievance procedure, and therefore, Sec. 19(d) barred consideration of this issue under ULP procedures. (Equal Employment Opportunity Commission, A/SLMR No. 707)

A/S adopted ALJ's conclusion that Activity did not violate Sec. 19(a)(1) and (2) of EO when during pendency of employee's grievance, Activity proposed to suspend the employee 3 days for an alleged abuse of sick leave -- the same incident giving rise to the employee's grievance where there was no evidence of anti-union animus, that the suspension was proposed because the grievance was filed, or discrimination to discourage union membership. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 710)

A/S concluded that in view of final resolution of the issues in A/SLMR NO. 300, the Respondent did not violate Sec. 19(a)(1), (2), (5) and (6) of the EO when it refused to recognize the Complainant as the representative of the transferred DPDS employees who were included prior to their transfer. (DSA, Defense Property Disposal Service, Elmendorf AFB, Alaska, A/SLMR No. 713)

A/S adopted ALJ's finding that the elimination of a position held by an employee was based on economic considerations rather than as a reprisal for his union activities. (Army Training Cntr., Engineer and Ft. Leonard Wood, Ft. Leonard Wood, Mo., A/SLMR No. 720)

A/S found insufficient evidence that scheduling of pre-action investigation and issuance of letters of caution or requirement to two employees were violative of Sec. 19(a)(2) noting that such actions were not taken in reprisal for the employees having exercised their rights guaranteed by the EO. (Dept. of Defense, Norfolk Naval Shipyard, A/SLMR NO. 746)

Based on the ALJ's credibility finding that the sole reason for the temporary transfer of a union steward to a lower grade position without loss of pay was to accommodate the steward and allow him unlimited time to perform his union activities without having to be involved in the deadlines and pressures of his

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

current position, and in the absence of any evidence of union animus, the A/S adopted the ALJ's conclusion that the temporary transfer of the steward was not violative of the EO. (Puget Sound Naval Shipyard, Dept. of the Navy, Bremerton, Wash., A/SLMR No. 768)

A/S found insufficient evidence to establish that cause for Complainant's discharge, either in whole or in part, was because of his union activity. (Interstate Commerce Commission, A/SLMR No. 773)

Activity violated Sec. 19(a)(1) of the EO by interrogating an employee about his activities as a union steward during a job promotion interview. However, A/S found that activity did not violate Sec. 19(a)(2) by failing to promote the subject employee where he was unable to conclude that the employee would have been selected but for his union beliefs and activities, despite his conclusions that the Respondent's violation of Sec. 19(a)(1) deprived the employee of a fair opportunity to compete for a promotion. (Dept. of Navy, Mare Island Naval Shipyard, A/SLMR No. 775)

Activity violated Sec. 19(a)(2) of the EO by reprimanding and later discharging an employee because of her union activities. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

Respondent did not violate Sec. 19(a)(2) when it placed an employee on sick leave and subsequently processed his disability discharge (which order was rescinded) because such actions were motivated by Respondent's desire not to aggravate an injury the employee had incurred while on the job, and not taken in response to the employee's solicitation activities. (USAF, Vandenberg AFB, A/SLMR No. 786)

A/S, in agreement with the Chief ALJ, found that the Complainant's separation from his job during his trial employment period was not motivated by the Complainant's union activities in violation of the EO. He found that the Complainant was not treated disparately but was terminated because of his unsatisfactory work performance. He concluded also that two of the Respondent's supervisors did not make the anti-union remarks which the Complainant attributed to them. (HEW, Public Health Service, Indian Health Service, Phoenix Indian Medical Cntr., A/SLMR No. 798)

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

A/S adopted ALJ's dismissal of Sec. 19(a)(2) allegations where there was no evidence to support the allegation that an employee was suspended because of his activities on behalf of the Complainant, or that he was singled out to encourage or discourage membership in a labor organization. (GSA, Region V, Public Building Service, Milwaukee Field Office, A/SLMR No. 801)

A/S adopted ALJ's finding that Respondent did not violate Sec. 19(a)(1) and (2) of the EO by giving a union official a poor evaluation and by its failure to promote subject employee, where there was no evidence of anti-union animus and where the supervisory personnel involved in the selection process were not aware that subject employee was a union official. (EEOC, A/SLMR No. 802)

Respondent did not violate Sec. 19(a)(2) where evidence failed to show that its action in transferring local union president was not based upon legitimate agency considerations. (USDA, Agricultural Marketing Service, A/SLMR No. 810)

Contrary to ALJ, A/S found Respondent did not violate Sec. 19(a)(2) when supervisor struck unit employee and threatened to move him to another work area when he attempted to invoke a provision of the negotiated agreement as there was no evidence of discrimination on the part of the Respondent toward the unit employee. (FAA, Indianapolis Air Route Traffic Control Cntr., A/SLMR No. 812)

A/S dismissed Sec. 19(a)(2) allegation where there was no evidence the Activity had discriminated against a unit employee with respect to the processing of her grievance. (VA Hospital, St. Louis, Mo., AFGE, Local 1715, A/SLMR No. 838)

A/S adopted ALJ's finding that Complainant failed to meet burden of proof that Activity violated Sec. 19(a)(2) by changing evaluation rating from "outstanding" to "satisfactory" of employee on whose behalf the complaint had been filed, because she was a union steward and was active in Complainant's organizing campaign. (HEW, SSA, Bureau of Hearings and Appeals, San Juan, P.R., A/SLMR No. 861)

35 16 00 Section 19(a)(3)

Activity did not violate EO by denying an employee the right to hold union office as the employee was prohibited from holding office under Sec. 1(b) of the EO because the participation of employees who are excluded from EO coverage under Sec. 3(b)(3) in the management of a labor organization necessarily results in a conflict or apparent conflict of interest. (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Boston, Mass., A/SLMR No. 695)

Respondent did not violate Sec. 19(a)(3) where comments made by its District Director and its Chief of the Intelligence Division to the Complainant Local's President concerning the selection of the Union's steward were not, under the circumstances, intended or designed to persuade or influence the Complainant's Local's President in regard to the selection or non-selection of the Union's steward. (IRS, Utah District, Salt Take City, Utah, A/SLMR No. 716)

A/S adopted ALJ's finding that the credited remarks of agency management, including the context and manner in which they were made were not violated of the EO. However, in reaching this conclusion A/S did not adopt the ALJ's general implication that encouragement of a union steward to run for president of a local union by agency management with an offer to assist his or her campaign by posting campaign literature without more, would not, under any circumstances, constitute a violation of Sec. 19(a)(3) of the EO. (SSA, Wilkes-Barre Operations Branch, Dept. of HEW, A/SLMR No. 729)

A/S in agreement with ALJ, found that Respondent violated Sec. 19(a)(3) by giving improper assistance to an outside union by allowing solicitation on its premises within a unit in which Complainant had exclusive recognition and an agreement. The A/S noted the absence of evidence that the outside union had made a diligent effort to contact the employees by other means, and that the Respondent had not sufficiently inquired into the previous efforts of the outside union before granting it access to its premises. (Commissary, Ft. Meade, Dept. of the Army, A/SLMR No. 793)

In agreement with ALJ, A/S, while finding that the Respondent had violated Sec. 19(a)(6) of the EO, concluded that there was no evidence to indicate that the reason for the Respondent's stalling and delaying negotiations with the exclusive representative was to assist another labor organization. (Defense Civil Preparedness Agency, Region I, Maynard, Mass., A/SLMR No. 799)

35 16 00 Section 19(a)(3) (Cont'd)

A/S adopted ALJ's dismissal of Sec. 19(a)(3) allegations that Activity had failed to prevent a labor organization from performing alleged improper campaign activities where there was no evidence the Activity had knowledge of the alleged activities until after they occurred and did not sanction or approve them. (GSA, Region V, Public Building Service, Milwaukee Field Office, A/SLMR No. 801)

A/S dismissed Sec. 19(a)(3) allegation where grievant alleged Activity and labor organization had improperly processed her grievance. (VA Hospital, St. Louis, Mo., AFGE, Local 1715, A/SLMR No. 838)

A/S, in agreement with ALJ, found that the Respondent violated Sec. 19(a)(3) and (1) by furnishing services and facilities to a labor organization by allowing the labor organization to place an advertisement in the Respondent's contracted out newspaper when said labor organization was not in equivalent status with the exclusively recognized representative. (Local 3254, AFGE and Dept. of the Air Force, Grissom AFB, Peru, Ind., A/SLMR No. 852)

35 20 00 Section 19(a)(4)

A/S found Respondent violated Sec. 19(a)(1) and (4) of EO when it disciplined Complainant for use of FTS telephone where for the purpose of conveying a message from the DOL investigating a prior complaint filed by the Complainant was, despite the existence of an agency regulation which prohibits the use of such facilities by a labor organization, inextricably intertwined with and derived from the filing of the prior ULP against the Respondent and the resultant investigation by the DOL. (Airway Facilities Field Office, FAA, St. Petersburg, Fla., A/SLMR No. 776)

A/S dismissed Sec. 19(a)(4) allegation where Respondent placed employee on sick leave and subsequently processed his disability discharge (which order was rescinded) because such actions were motivated by Respondent's desire not to aggravate an injury the employee had incurred while on the job. A/S also noted that while ALJ permitted an amendment of the complaint to include the Sec. 19(a)(4) allegation, he inadvertently failed to indicate that he had permitted such amendment or to make a specific finding with respect to such allegation. It was clear from a

35 20 00 Section 19(a)(4) (Con'd)

reading of the ALJ's decision, however, that he intended to dismiss the Sec. 19(a)(4) allegation, and as the record did not support such allegation, the A/S found that the dismissal was warranted. (USAF, Vandenberg AFB, A/SLMR No. 786)

A/S found insufficient evidence to establish that observation of Complainant's classroom performance by Activity's agent, and statements made by agent during and after the observation, were in retaliation for the filing of a prior complaint by the Complainant. (U.S. Dependents Schools, European Area, (USDESEA), A/SLMR No. 795)

35 24 00 Section 19(a)(5)

A/S concluded that in view of final resolution of the issues in A/SLMR No. 300, the Respondent did not violate Sec. 19(a) (1), (2), (5) and (6) of the EO when it refused to recognize the Complainant as the representative of the transferred DPDS employees or honor the agreement under which said employees were included prior to their transfer. (DSA, Defense Property Disposal Service, Elmendorf AFB, Alaska, A/SLMR No. 713)

A/S held that when an agency unilaterally determines the unit status of employees, it does so at its peril and an erroneous determination would be viewed as tantamount to a unilateral withdrawal of recognition with respect to part of an exclusively recognized unit. Thus, unilateral termination of dues withholding for employees who the agency determined were no longer in the unit was done at the agency's peril. (U.S. Naval Weapons Station, Seal Beach, Calif., A/SLMR No. 827)

A/S adopted ALJ's finding that the Respondent did not violate the EO when it refused to recognize the appointment of an area representative of the labor organization, as the job description and duties of the employee in question was the same as that of the clerk to the area supervisor found to be confidential in A/SLMR No. 538, and therefore was prohibited by Sec. 1(b) from serving as the union's area representative. (Bureau of Alcohol, Tobacco and Firearms, Milwaukee, Wisc., A/SLMR No. 850)

35 28 00 Section 19(a)(6)

35 28 04 Response to Bargaining Request

A/S affirmed ALJ's finding that the Respondent did not violate Sec. 19(a)(6) of the EO despite its refusal to bargain on four admittedly negotiable proposals unless the union agreed that the other 14 proposals were not negotiable where Respondent subsequently did, in fact, negotiate with union on four admittedly negotiable proposals. ALJ cited Vandenberg Air Force Base, 4392d Aerospace Support Group, FLRC No. 74A-77 to support his conclusion that the Respondent's "temporary and fleeting aberration from the obligation to negotiate [was] not a refusal to meet and confer in violation of the EO". (IRS, Chicago District, A/SLMR No. 711)

A/S found while in one instance there may have been a misrepresentation of the facts and in the other instance no clear misrepresentation of the facts, neither alleged misrepresentation by Respondent, standing alone, violated Sec. 19(a)(1) and (6). A/S, found no evidence that either alleged misrepresentation had made further bargaining a futility. (Defense General Supply Center, A/SLMR No. 821)

In agreement with the ALJ, the A/S concluded that the Respondent violated the EO by refusing to meet and confer with the Complainant for the purpose of developing ground rules for the negotiation of a collective bargaining agreement in one of the Agency district office units represented exclusively by the Complainant during the pendency of a UC petition filed by the Complainant to consolidate the Agency district office units it represented exclusively. In this regard, the A/S noted that the FLRC has indicated that a UC petition itself does not raise a QCR. Therefore, in his view, it would not effectuate the purposes of the EO to deny an exclusive representative the right to negotiate an agreement in an individual unit during the pendency of a UC petition which includes that unit, absent the raising of a valid QCR in such unit. (HEW, SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 832)

Contrary to the ALJ, the A/S held that the parties' obligation to negotiate an agreement with respect to an individual unit encompassed by a UC petition ceases upon the issuance of a certification for the consolidated unit. (HEW, SSA, Bureau of Field Operations, Region V-A, Chicago, Ill, A/SLMR No. 832)

35 28 04 Response to Bargaining Request (Cont'd)

Respondent did not violate Sec. 19(a)(6) in refusing to continue to negotiate on a subject which higher headquarters had earlier determined to be a non-mandatory subject of bargaining under the provisions of Sec. 11(b) of the EO. A/S concluded that subject which is non-mandatory at the outset of negotiations does not become mandatory merely because both parties considered it during their negotiations. (63rd Air Base Group, U.S. Air Force, Norton Air Force Base, Calif., A/SLMR No. 834)

A/S adopted ALJ's findings that Activity did not violate Sec. 19(a)(1) and (6) of the EO. ALJ found gravemen of complaint was that the Activity was obligated, under the parties' negotiated agreement, to process a grievance submitted by the IAM. The grievance had been rejected as not arbitrable by the Activity. ALJ noted that when a party in good faith asserts a matter is not grievable or arbitrable under a negotiated agreement, a determination of grievability or arbitrability may be obtained from the A/S pursuant to Sec. 13(d) of the EO and that this procedure is the proper vehicle for resolution of such issue. (Naval Air Rework Facility, Cherry Point, N.C., A/SLMR No. 849)

35 28 08 Failure to Meet and Confer Generally

No violation found to Sec. 19(a)(1) and (6) of the EO where evidence established that Respondent, at the time the unfair labor practice charge herein was filed, had not refused to supply the Complainant with information requested during collective bargaining negotiation. A/S found that at the time the unfair labor practice charge was filed there was no clear refusal to supply the information requested because the Respondent had merely informed the Complainant that it would look into its request because the furnishing of the requested information could be violative of the Freedom of Information Act and the Privacy Act of 1974. Also, the evidence showed that the Respondent took the request herein under advisement and that it promised to research the request and respond as quickly as possible. (Dept. of Justice, Immigration and Naturalization Service, A/SLMR No. 682)

Statements made by two of Respondent's superviors did not reflect a refusal to deal with or negotiate with exclusive representative. (Dept. of Transportation, Off. of Administrative Operations, A/SLMR No. 683)

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

A/S found insufficient evidence to conclude that Respondent violated Sec. 19(a)(6) or was lacking in good faith when it misinformed Complainant as to the identity of the EEO Counselor. (U.S. Marshal Service, Dallas, Tex., A/SLMR No. 709)

A/S affirmed ALJ's finding that the Respondent did not violate Sec. 19(a)(6) of the EO despite its refusal to bargain on four admittedly negotiable proposals unless the union agreed that the other 14 proposals were not negotiable where Respondent subsequently did, in fact, negotiate with union on the four admittedly negotiable proposals. ALJ cited Vandenburg Air Force Base, 4392d Aeorspace Group, FLRC No. 74A-77 to support his conclusion that the Respondent's "temporary and fleeting aberration from the obligation to negotiate [was] not a refusal to meet and confer in violation of the EO". (IRS, Chicago District, A/SLMR No. 711)

A/S concluded that, in view of final resolution of the issues in A/SLMR No. 300, the Respondent did not violate Sec. 19(a)(1), (2), (5) and (6) of the EO when it refused to recognize the Complainant as the representative of the transferred DPDS employees or honor the agreement under which said employees were included prior to their transfer. (DSA, Defense Property Disposal Service, Elmendorf AFB, Alaska, A/SLMR No. 713)

Respondent did not violate Sec. 19(a)(1) and (6) by its refusal to furnish information concerning a proposed RIF where the RIF was still in the formulation stage and no plans had been finalized. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 732)

A/S concluded that Respondent did not act in bad faith by refusing to process Complainant's grievance through the negotiated procedure where Respondent stated that he did not believe 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 Sec. 13(d) of the EO. (VA Hospital, Waco, Tex., A/SLMR No. 735)

Contrary to ALJ, A/S concluded that Respondent did not violate Sec. 19(a)(1) and (6) of the EO by failing to consult in good faith with regard to the implementation of an arbitration award where Respondent had discussed the implementation with the Complainant and proceeded to implement the award in the manner agreed upon. (VA Hospital, Waco, Tex., A/SLMR No. 735)

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

Respondent did not violate Sec. 19(a)(6) by issuing a memorandum prohibiting the consumption of alcoholic beverages on the Respondent's facilities without first meeting and conferring with the exclusive representative where A/S, contrary to ALJ, concluded that such control by Respondent did not fall within ambit of Sec. 11(a), which encompasses matters materially affecting and having a substantial impact on, personnel policies, practices, and general working conditions. (Dept. of Defense, Air National Guard, Texas Air National Guard, Camp Mabry, Austin, Tex., A/SLMR No. 738)

A/S agreed with ALJ's Recommendation to dismiss Sec. 19(a)(1) and (6) allegations where request for information was made by labor organization in its representative capacity in a grievance proceeding under an agency (non-negotiated) procedure. Citing FLRC No. 74A-54, U.S. Department of Navy, Naval Ordnance Station, Louisville, Kentucky, the ALJ noted that a labor organization has no inherent right to act on its own initiative on behalf of an employee where the matter arises under law or regulation rather than under a negotiated agreement or the EO. (FAA, National Aviation Facility Experimental Cntr., Atlantic City, N.J., A/SLMR No. 743)

A/S found that Respondent did violate Sec. 19(a)(1) and (6) by refusing to close the Puerto Rico, District Office and grant administrative leave to its employees in observance of Good Friday, a legal holiday of the Commonwealth of Puerto Rico, despite the fact that the office had been closed and administrative leave granted to employees in observance of this holiday in previous years inasmuch as decision not to close the District Office was a Sec. 12(b) management right and, therefore, they were not obligated to meet and confer concerning the decision. A/S concluded that past practice and bargaining history are without controlling significance where a matter constitutes a Sec. 12(b) management right. (SBA, District Office, Hato Rey, Puerto Rico, and SBA, Regional Office, N.Y., A/SLMR No. 751)

Contrary to the ALJ, the A/S found that Respondent did not violate Sec. 19(a)(1) and (6) of the EO by refusing to negotiate in good faith with the Complainant concerning proposals for changes in personnel policies prescribed by the revised regulations and by its unilateral issuance of such regulations without prior good faith negotiation, where under the EO, the obligation to meet and confer in response

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

to a legitimate bargaining request applies only in the context of exclusive bargaining relationships. Thus, as the Academy which had not been made a respondent in this case, afforded exclusive recognition to the Complainant, the A/S found that Respondent could not be in violation of Sec. 19(a)(6) of the EO based on its alleged failure to bargain in good faith with the Complainant. (U.S. Dept. of Commerce, U.S. Maritime Admin., A/SLMR No. 755)

Respondent did not violate Sec. 19(a)(1) and (6) as its action in including a particular television station as a data source in a wage survey was not, under circumstances of the case, in derrogation of its bargaining obligation under the EO. (U.S. Information Agency, A/SLMR No. 763)

A/S found that the Respondent's issuance of a memorandum concerning the establishment of a "Public Service Lobby" without prior consultation with the Complainant did not violate Sec. 19(a)(1) and (6) as the Respondent had the right under Sec. 11(b) of the EO to establish the "Public Service Lobby" without first bargaining with the Complainant. He also found that the Complainant never requested Respondent to meet and confer regarding the impact and implementation of such decision. (IRS, Philadelphia Service Cntr., Philadelphia, Pa., A/SLMR No. 771)

Respondent did not violate Sec. 19(a)(6) of EO, but fulfilled its obligations by meeting and negotiating a supplemental agreement with the Complainant, the exclusive representative. The A/S considered May 19, 1975, the date the Respondent's Director forwarded the supplemental agreement to the reviewing authority, to be the one on which the Director was deemed to have executed the supplemental agreement by virtue of the terms of the parties' ground rules requiring such execution as a condition precedent to its being in effect. A/S found also that the Respondent's verbal notification, dated July 1, 1975, to Complainant of disapproval by reviewing authority of specific items, and the basis therefore, constituted timely notification within the meaning of Sec. 15 of the EO. (U.S. Department of Commerce, National Oceanic and Atmospheric Admin., National Weather Service, Western Region, A/SLMR No. 794)

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

A/S held that Respondent did not violate parties' negotiated agreement when it failed to inform a probationary employee of her right to representation at interview regarding her conduct where such discussion was not covered by the agreement. He further found that even if such interview were covered by the agreement, Respondent's contrary view and conduct would amount to a simple breach and not rise to the level of ULP. In dismissing the complaint based on FLRC No. 75P-2, the A/S noted that the proper forum for the parties' disagreement as to whether the agreement is applicable to probationary employees, should be the negotiated grievance procedure. (SAA, Great Lakes Program Cntr., A/SLMR No. 804)

A/S found that Respondent did not violate Sec. 19(a)(6) by unilaterally establishing a policy of using radar to enforce the speed limits within the Shipyard and noted that the subject policy did not affect or change employee terms and conditions of employment and that the evidence showed the Respondent's action did not change the existing traffic regulations at the Shipyard. (Norfolk Naval Shipyard, A/SLMR No. 805)

A/S, in agreement with ALJ, found that Respondent was not obligated to consult with Complainants, who held national consultation rights within the Agency, when it issued and implemented a personnel manual circular which temporarily suspended agency hearings for adverse action proceedings resulting from position classification determinations, a right afforded employees by Agency Regulations, as Respondent's action did not constitute a substantial change in personnel policy. He noted that the Agency Regulation at issue clearly affords the Respondent the authority to deny a hearing by merely declaring the existence of extraordinary circumstances. (HEW, A/SLMR No. 807)

The change in the work week of firefighters was integrally related to the staffing patterns of the Respondent and thus fell within the exclusionary language of Sec. 11(b) and relieved the agency from the duty and/or obligation to bargain thereon. The ALJ also found that the Respondent had not clearly and unmistakably waived its Sec. 11(b) rights by virtue of its action in signing a negotiated agreement containing provisions relating to work schedules and tours of duty. A/S noted that the gravamen of the complaint was that the Respondent's unilateral decision was contrary to the parties' negotiated agreement. Accordingly, as the issues involved essentially different interpretations of the parties' rights and obligations under the negotiated agreement, the A/S ordered that the complaint be dismissed. (VA, VA Hospital, Northport, N.Y., A/SLMR No. 824)

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

A/S held that when an agency unilaterally determines the unit status of employees, it does so at its peril and an erroneous determination would be viewed as tantamount to a unilateral withdrawal of recognition with respect to part of an exclusively recognized unit. Thus, unilateral determination of dues withholding for employees whom the agency determined were no longer in the unit was done at the agency's peril. (U.S. Naval Weapons Station, Seal Beach, Calif., A/SLMR No. 827)

Respondent violated Sec. 19(a)(6) by failing to bargain with exclusive representative prior to implementing new parking procedure. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 828)

A/S adopted ALJ's findings that the IRS had an obligation to bargain only at the level in which the NTEU had exclusive recognition, i.e. district, region, or service center level. Thus, absent some form of national exclusive recognition or national consultation rights, the IRS was not obliged to meet and confer or consult with the NTEU at the national level concerning the issuance of a supplement which applied uniformly to all IRS regions including those not represented by the NTEU. Moreover, with respect to the substance of the supplement, the ALJ concluded that it did not deal with any subjects in which the Commissioner had allegedly made any prior committments. (IRS, National Office, A/SLMR No. 846)

A/S found no violation of Sec. 19(a)(1) and (6) where the issuance of a policy concerning merit promotion by a higher organizational level, did not preclude bargaining at the subordinate levels where exclusive recognition was granted, and where, in fact, certain negotiation on the policy in question did take place. (National Weather Service, A/SLMR No. 847)

A/S, in agreement with ALJ, concluded that the Respondent was obligated to bargain, in advance, about the decision to change the competitive areas used for RIF purposes as the change in competitive areas itself impacts on employees. While the ALJ further concluded that the Respondent fulfilled its obligation to supply the NFFE with requested information necessary for the Complainant to adequately bargain about the proposed change and that the record established that the parties had engaged in two bargaining sessions, he concluded that the parties had not, as required, exhausted the bargaining

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

possibilities or reached impasse concerning the issue and, therefore, the Respondent had violated Sec. 19(a)(1) and (6) of the EO by failing to fulfill its bargaining obligation with the exclusive representative, prior to the implementation of the change in competitive areas. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 855)

In agreement with the ALJ, the A/S found that the Activity did not violate Sec. 19(a)(6) by rescinding policy of granting employee 15 minutes on pay day to cash or bank salary checks, as the Complainant refused to attend meeting requested by Respondent even though on short notice and without specificity. Even if violation had occurred then, Respondent's efforts thereafter, following its reinstatement of such leave policy, to get Complainant to consider alternative procedures which would allow the accomplishment of a common objective belied any claim that the Respondent refused to meet and confer in good faith as required by the EO. (SSA, District Office, Muncie, Ind., A/SLMR No. 860)

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

A/S did not adopt ALJ's finding that decision to alter competitive area for reductions-in-force was reserved for Respondent under Sec. 11(b) and 12(b) of EO. Rather, A/S concluded that establishment of competitive areas for reductions-in-force is itself a procedure utilized to effectuate a decision to make reductions-in-force. Accordingly, A/S found that Respondent's failure to afford Complainant, the exclusive representative of certain employees in the subject competitive area, the opportunity to meet and confer, to the extent consonant with law and regulations, concerning the decision to alter the competitive area violated Sec. 19(a)(1) and (6). (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 679)

Activity did not violate EO by failing to bargain over implementation of a decision to shut down the Activity during Christmas and Thanksgiving and did not change the existing agreement between the Respondent and Complainant where record showed that the Respondent notified Complainant of contemplated close-down, solicited suggestions, even though by virtue of Sec. 11 and 12 of the EO it need not have done so,

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

and Complainant did not request bargaining. With respect to alleged contract violation, A/S adopted conclusion of ALJ that the matter is better left to arbitration in the face of an arguable contract provision. (Dept. of the Navy, Marine Corps Supply Cntr., Barstow, Calif., A/SLMR No. 692)

Respondent did not violate Sec. 19(a)(1) and (6) by failing to meet and confer over the impact and implementations of a reduction in spaces where record showed that Complainant was put on notice of reduction action but failed to request bargaining prior to its implementation. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 732)

A/S, in agreement with ALJ, found that Respondent fulfilled its obligation to meet and confer on Pacific Area staffing criteria where Respondent furnished Complainant with the criteria in sufficient time to permit it to review the criteria and to request bargaining as to its implementation and impact, but that the Complainant did not at any time request to meet and confer nor had the Respondent refused to bargain concerning implementation and impact. (Dept. of Air Force, Headquarters, Pacific Air Force, DOD Dependent Schools, Pacific, A/SLMR No. 733)

A/S agreed with the Chief ALJ that the Respondent's use of "productivity tours" was an established past practice and did not constitute a change in employee working conditions, and therefore, found that the Respondent had no duty to meet and confer with the Complainant regarding the "productivity tours" or their impact and the procedures for implementing them. (Dept. of the Navy, Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 736)

A/S, in agreement with ALJ, found that Respondent did not violate EO where a practice determined to be illegal was properly discontinued unilaterally. (Dept. of Army, Dugway Proving Ground, Dugway, Utah, A/SLMR No. 745)

A/S, in agreement with ALJ, found that although Respondent was not obligated to consult and confer with the Union with regard to its decision to grant up to two hours of administrative leave to employees, it did violate Sec. 19(a)(1) and (6) of the EO by failing to afford the Union opportunity to meet and confer over the implementation and impact of the decision. (Bureau of the Mint, U.S. Dept. of the Treasury and Bureau of the Mint, U.S. Assay Office. San Francisco, Calif., A/SLMR No. 750)

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 Sec. 19(a)(1) and (6) of the EO by refusing to bargain concerning the impact of a newly revised position description where the sole change occurred in the written job description and not in the affected employees' job duties, and thus it could not be argued that there existed an impact over which the Respondent was obligated to bargain. (Northeastern Program Cntr., Bureau of Retirement and Survirors Insurance, SSA, A/SLMR No. 753)

A/S adopted ALJ's finding that the Activity did not violate Sec. 19(a)(1) and (6) of the EO by its decision to combine two shift operations into one and the resultant abolishment of the swing shift since they were matters within the ambit of Sec. 11(b) of the EO, and the Complainant had been afforded ample notice and an opportunity to request bargaining concerning impact and implementation, but had failed to do so in a timely fashion. (Hqs. 63d Air Base Group, (MAC), USAF, Norton, AFB, Calif., A/SLMR No. 761)

A/S found that the Respondent's issuance of a memorandum concerning the establishment of a "Public Service Lobby" without prior consultation with the Complainant did not violate Sec. 19(a)(1) and (6) as the Respondent had the right under Sec. 11(b) of the EO to establish the "Public Service Lobby" without first bargaining with the Complainant. He also found that the Complainant never requested Respondent to meet and confer regarding the impact and implementation of such decision. (IRS, Philadelphia Service Cntr., Philadelphia, Pa., A/SLMR No. 771)

A/S found that the Respondent violated Sec. 19(a)(1) and (6) of the EO, by during the pendency of an RA petition, unilaterally establishing new competitive areas for the purpose of reduction-in-force without affording the exclusive representative an opportunity to meet and confer concerning the procedures involved and the impact resulting from the decision to alter this area of consideration for the reduction-in- force. (Bureau of Reclamation, Yuma Projects Office, Yuma, Ariz., A/SLMR No. 808)

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

A/S agreed with ALJ's dismissal of complaint based on his finding that the Respondent timely advised the Complainant of the establishment of a new Staff Attorney position but that Complaint failed to request bargaining concerning the impact and implementation of the institution of the program after it was notified that the Staff Attorney program was going to be instituted. (HEW, SSA, Bureau of Hearings and Appeals, Dallas, Tex., A/SLMR No. 816)

A/S found that Respondent had not violated EO inasmuch as the Complainant had failed to request to bargain over the impact of temporary promotion although it had ample opportunity to do so. (Defense Mapping Agency, San Antonio Topographic Cntr., Ft. Sam Houston, Tex., A/SLMR No. 818)

A/S found that the Respondent had fulfilled its obligations imposed by the EO to bargain with the exclusive representative with respect to the impact of a change in the firefighters' workweek. (VA, VA Hospital, Northport, N.Y., A/SLMR No. 824)

Respondent violated Sec. 19(a)(6) by failing to notify Complainant of personnel move prior to its implementation and thereby failing to afford Complainant opportunity to request bargaining over impact and implementation. A/S rejected Respondent's argument that because a member of union's contract negotiating team knew of move prior to its implementation, that this served as notice to the union. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 828)

Contrary to ALJ, A/S found that there were no procedures or impact over which the Respondent had an obligation to bargain regarding its unilateral change of the minimum military re-enlistment term for New Jersey Air National Guard members from one year to three years. A/S noted that military membership in the Air National Guard is, by statute, a prerequisite for civilian employment as an Air National Guard Technician. A/S concluded that Respondent's decision to change the minimum term for military re-enlistments did not change a working condition which was bargainable in any respect under the EO, but, rather, changed a precondition for civilian technician employment which is outside the purview of the EO and is solely governed by statute. (N.J. Dept of Defense, N.J. Air Nat'l. Guard, 177th Fighter Interceptor Group, A/SLMR No. 835)

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

A/S adopted ALJ's finding that Activity had not violated Sec. 19(a)(1) and (6) of the EO by failing to notify the IAM of a meeting concluded between two bargaining unit employees and certain management officials, and, by refusing to allow IAM representation at the aforementioned meeting. ALJ concluded that it was unnecessary to decide whether subject meeting was a formal discussion within the meaning of Sec. 10(e) and the EO, as IAM was made aware of and had sufficient notice of the meeting. Regarding right of employees to representation, he concluded that the two employees involved did not request union officials and, in any event, union representatives came to the subject meeting and participated on behalf of the union employee whose conduct was being questioned. (U.S. Dept. of Army, Aberdeen Proving Ground Command, Md., A/SLMR No. 837)

Respondent violated Sec. 19(a)(1) and (6) when it failed to (1) afford the Complainant with sufficient notice of a change in the method of filling out the daily location record by certain unit employees, and (2) failed in its obligation to bargain about the impact and implementation of the decision. (Dept. of the Treasury, IRS, Manhattan District, A/SLMR No. 841)

35 28 16 Refusal to Allow Formal Discussion Representation

A/S, in agreement with ALJ, found that the failure to afford the Complainant an opportunity to be represented at a meeting involving a performance appraisal which was an integral part of the grievance process constituted a violation of Sec. 19(a)(1) and (6). (IRS, Cincinnati District, Cincinnati, Ohio, A/SLMR No. 705)

A/S adopted ALJ's finding that the Respondent had not denied the Complainant the right to be represented by her exclusive representative at a discussion of her grievance as the discussion was terminated by the Complainant when she determined that it should not continue without the presence of her exclusive representative, and that it was undisputed that the grievant's representative was present at all subsequent discussions of the grievance. (Dept. of the Air Force, Hqs., Tactical Air Command, Langley AFB, Va., A/SLMR No. 742)

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

A/S agreed with ALJ's Recommendation to dismiss Sec. 19 (a)(1) and (6) allegations where request for information was made by labor organization in its representative capacity in a grievance proceeding under an agency (non-negotiated) procedure. Citing FLRC No. 74A-54, U.S. Department of Navy, Naval Ordnance Station, Louisville, Kentucky, the ALJ noted that a labor organization has no inherent right to act on its own initiative on behalf of an employee where the matter arises under law or regulation rather than under a negotiated agreement or the EO. (FAA, Nat'l. Aviation Facility Experimental Cntr., Atlantic City, N.J., A/SLMR No. 743)

A/S adopted ALJ's finding that discussions which were confined solely to an employee's alleged failure to follow a rule or regulation with respect to the time allowed for taking luncheon breaks did not constitute "formal discussions" within the meaning of Sec. 10(e). Accordingly, and for the reasons set forth in FLRC No. 75P-2, the A/S found that denial of representation at non-formal or informal meetings did not constitute violation of Sec. 19(a)(1) and (6). (Naval Air Rework Facility, Alameda, Calif., A/SLMR No. 781)

Respondent's denial of an employee's request for union representation at meetings with management and by not permitting union to be represented at such meeting held not to be violative of Sec. 19(a)(1) and (6). A/S adopted ALJ's finding that aforementioned meeting was not a "formal discussion" within the meaning of Sec. 10(e) of the EO and recommended that complaint be dismissed consistent with Council's major policy statement in FLRC No. 75P-2. (U.S. Army Training Cntr., Engineer and Ft. Leonard Wood, A/SLMR No. 787)

Respondent's failure to inform probationary employee of her right to representation at interviews regarding her conduct and by refusing the exclusive representative the right to be represented at interview between employee and her supervisor held not to be violative of Sec. 19(a)(1) and (6) of the EO where there was no evidence of discrimination and Sec. 10(e) had no application to such information discussion. (SSA, Great Lakes Program Cntr., A/SLMR No. 804)

Contrary to ALJ, the A/S found that prearbitration interviews of unit employees were "formal discussions" within the meaning of Sec. 10(e), and Respondent's failure to afford Complainant an opportunity to be represented violated Sec. 19(a)(6). (McClellan AFB, Calif., A/SLMR No. 830)

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

A/S found that Respondent had not violated Sec. 19(a)(1) and (6) of the EO by refusing to allow an employee to have union representation during two interviews with management as interviews were not formal discussions within the meaning of Sec. 10(e) of the EO, as the events which were the subject of the interviews occurred during a period of time in which the employee was an acting supervisor and thereby was excluded from the recognized unit. A/S, also found pursuant to the Council's Major Policy Statement, that in the absence of evidence that the right of an individual employee to assistance or representation at a non-formal or informal investigative meeting had been established by negotiations between the Respondent and Complainant, the Respondent did not violate Sec. 19(a)(1) and (6) of the EO by its refusal to allow the employee to be represented at the interviews involved herein. (U.S. Dept. of Treasury, IRS, A/SLMR No. 833)

A/S adopted ALJ's finding that Activity had not violated Sec. 19(a)(1) and (6) of the EO by failing to notify the IAM of a meeting conducted between two bargaining unit employees and certain management officials, and, by refusing to allow IAM representation at the aforementioned meeting. ALJ concluded that it was unnecessary to decide whether subject meeting was a formal discussion within the meaning of Sec. 10(e) of the EO, as IAM was made aware of and had sufficient notice of the meeting. Regarding right of employees to representation, he concluded that the two employees involved did not request union representation and, in any event, union representatives came to the subject meeting and participated on behalf of the union employee whose conduct was being questioned. (U.S. Dept. of Army, Aberdeen Proving Ground Command, Md., A/SLMR No. 837)

Contrary to finding of ALJ, A/S found that Respondent violated Sec. 19(a)(1) and (6) by its failure to afford Complainant the opportunity to be represented at meeting deemed to be a formal discussion within the meaning of Sec. 10(e) where the meeting was between the Facility Chief and a unit employee and involved the basic watch schedule, a matter affecting the general working conditions of bargaining unit employees. (FAA, Springfield Tower, Springfield, Mo., A/SLMR No. 843)

As the record failed to establish that a grievance was presented on behalf of an employee, the ALJ concluded that a subsequent discussion between the employee and a supervisor was not a "formal discussion" within the meaning of Sec. 10(e) of the EO. (U.S. Customs Service, Region IV, Miami, Fla., A/SLMR No. 848)

35 28 20 Uncompromising Attitude

No Entries

35 28 24 Dilatory and Evasive Tactics

A/S adopted ALJ's finding that the unilateral refusal to proceed to arbitration of grievance despite Complainant's full compliance with the timely notice requirements of the parties' negotiated agreement was a violation of Sec. 19(a)(6). (AAFES, Dix-McGuire Consolidated Exchange, Ft. Dix, N.J., A/SLMR No. 700)

A/S held that where Activity Commander had dual role of approving agreement as head of Activity and also as Section 15 approval authority, the two roles effectively merged and approval for one purpose is approval for both. (Defense General Supply Cntr., A/SLMR No. 790)

A/S agreed with ALJ that Activity Commander was obligated to sign promptly an agreement reached by his authorized negotiating team which included a representative of the Civilian Personnel Office. He noted that, under the circumstances, the Activity Commander's signature was required merely as a ministerial formality once the terms had been agreed upon by his authorized negotiators. (Defense General Supply Cntr., A/SLMR No. 790)

In agreement with ALJ, A/S concluded that the Respondent, by delaying the start of negotiations with the Complainant (the incumbent exclusive representative) for several months without good reason, and by thereafter failing on two occasions to meet the bargaining obligations it itself had set, had not met its obligation under Sec. 11(a) of the EO to meet and confer at reasonable times with the Complainant and, therefore, had violated Sec. 19(a)(6) of the EO. (Defense Civil Preparedness Agency, Region I, Maynard, Mass., A/SLMR No. 799)

35 28 28 Unilateral Changes in Terms and Conditions of Employment

Respondent violated the EO by unilateral implementation of a regulation issued by higher echelon within Agency as the regulation was not a regulation of an "appropriate authority" within the meaning of Sec. 12(a) of the EO, and, therefore, could not serve to modify the terms of an existing local agreement. (SBA, Richmond, Va., District Off., A/SLMR No. 674)

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

Respondent did not violate Sec. 19(a)(6) by implementing change in the scheduling of annual leave, where issue involved different interpretations of the parties' negotiated agreement rather than clear, unilateral breach of agreement. (Aerospace Guidance and Metrology Cntr., Newark Air Force Station, Newark, Ohio, A/SLMR No. 677)

Activity violated Sec. 19(a)(6) of the EO by unilaterally removing the telephone from the union president's desk after establishing a term and condition of employment when it granted the union's president the use of a telephone to be located on his desk. (VA, VA Regional Off., N.Y. Region, A/SLMR No. 694)

Respondent did not violate Sec. 19(a)(6) by prohibiting Complainant's representative from representing employee, when issue involved different interpretations of the parties' negotiated agreement rather than a clear and unilateral breach of the agreement. (Norfolk Naval Shipyard, A/SLMR No. 708)

A/S, in agreement with ALJ, found that the withholding, by the Respondent, of its approval of official time for two officers of the Complainant, where the parties' agreement gave the Respondent such authority under certain conditions, could not be said to have constituted a "patent" breach of the agreement tantamount to a unilateral change in the terms of the agreement, as the language of the agreement is susceptible to varying interpretations and thus, it may be reasonably argued that the Respondent properly interpreted the agreement, although the ALJ withheld from making such a finding. However, he found that the general limitation on the use of official time unilaterally imposed by the Respondent on all other union officials constituted a flagrant and patent breach of the parties' agreement in violation of Sec. 19(a)(1) and (6) of the EO as there was no contention by the Respondent that any of the conditions set forth in the agreement had not been met with respect to all other union officials before the Respondent limited their use of official time. (Watervliet Arsenal, U.S. Army Armament Command, Watervliet, N.Y., A/SLMR No. 726)

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

A/S concluded that Activities unilateral issuance of revised regulations which established the Taxpayers Service Program for Fiscal Year 1975 and concerned in part, the assignment of employees to that program did not violate Sec. 19(a)(6) of the EO where the revised regulations would not take precedence in the event of a conflict with the parties' negotiated agreement and, in the absence of any evidence that the regulations had been implemented so as to constitute a breach of the parties' negotiated agreement. (IRS, A/SLMR No. 731)

A/S, in agreement with ALJ, found that Respondent's unilateral determination and issuance of Pacific Area staffing criteria did not violate Sec. 19(a)(6) of the EO inasmuch as such a decision was privileged under Secs. 11(b) and 12(b) of the EO. (Dept. of Air Force, Hq., Pacific Air Force, DOD, Dependent Schools, Pacific, A/SLMR No. 733)

A/S agreed with the Chief ALJ that the Respondent's use of "productivity tours" was an established past practice and did not constitute a change in employee working conditions, and therefore, found that the Respondent had no duty to meet and confer with the Complainant regarding the "productivity tours" or their impact and the procedures for implementing them. (Dept. of the Navy, Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 736)

Respondent did not violate Sec. 19(a)(6) by issuing a memorandum prohibiting the consumption of alcoholic beverages on the Respondent's facilities without first meeting and conferring with the exclusive representative where A/S concluded, contrary to ALJ, that such control by Respondent did not fall within ambit of Sec. 11(a), which encompasses matters materially affecting and having a substantial impact on, personnel policies, practices and general working conditions. (Dept. of Defense, Air Nat'l. Guard, Texas Air Nat'l. Guard, Camp Mabry, Austin, Tex., A/SLMR No. 738)

Practice included in negotiated agreement but determined to be illegal could be discontinued unilaterally without violating Sec. 19(a)(6). (Dept. of Army, Dugway, Utah, A/SLMR No. 745)

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

A/S, contrary to ALJ, found that Respondent did not violate Sec. 19(a)(1) and (6) of the EO by granting the local management of its field offices discretion to grant up to two hours of administrative leave to employees on December 20, 1974, without consulting with the Union, since decision to grant administrative leave fell within the ambit of Sec. 12(b)(3) of the EO, and, accordingly, the Respondent was not obligated to meet and confer concerning such decisions. However, A/S concluded that Respondent violated Sec. 19(a)(1) and (6) of the EO by failing to afford Union the opportunity to meet and confer over the implementation and impact of the decision. (Bureau of the Mint, U.S. Dept. of the Treasury and Bureau of the Mint, U.S. Assay Office, San Francisco, Calif., A/SLMR No. 750)

Respondent violated the EO by unilaterally implementing procedures set forth in a pamphlet issued by higher echelon within Agency instead of following procedures contained in Regulation incorporated in the parties' negotiated agreement, thereby in effect unilaterally changing the terms of the negotiated agreement in violation of Sec. 19(a)(6). (Colorado Air Nat'l. Guard, Buckley Air National Guard Base, Aurora, Colo., A/SLMR No. 758)

A/S adopted ALJ's finding that the Activity did not violate Sec. 19(a)(1) and (6) of EO by its decision to combine two shift operations into one and the resultant abolishment of the swing shift since they were matters within the ambit of Sec. 11(b) of the EO, and the Complainant had been afforded ample notice and an opportunity to request bargaining concerning impact and implementation, but had failed to do so in a timely fashion. (Hqs. 63d Air Base Group, (MAC), USAF, Norton AFB, Calif., A/SLMR No. 761)

A/S found, pursuant to the conclusion reached by the FLRC in Department of the Air Force, Base Procurement Office, Vandenberg Air Force Base, California, FLRC No. 75A-25 that the Respondent did not violate Sec. 19(a)(1) and (6) of the EO by its threatened unilaterial limitation on the amount of official time spent by the Complainant's president discharging responsibilities under the parties' negotiated agreement. (IRS, Philadelphia Service Cntr., Philadelphia, Pa., A/SLMR No. 771)

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

Respondent's which were parties to Multi-Center Agreement violated Sec. 19(a)(1) and (6) when upon expiration of the agreement, unilaterally eliminated those portions of the agreement characterized as "institutional benefits" of the Union. A/S held that only those rights and privileges based solely on the written agreement terminate with the expiration of the agreement. (IRS, Ogden Service Cntr., and IRS, et.al., A/SLMR No. 806)

A/S found, contrary to ALJ, that Respondent did not violate Sec. 19(a)(1) and (6) by failing to inform Complainant prior to implementing a change in a standard position description and by issuing and implementing said change without informing the Complainant. A/S noted that changes in a position description are 11(b) items and reasonable notice obligation only arises where, unlike here, an Activity takes action that affects a change in terms and conditions of employment. A/S found that the facts showed no such change. (IRS, Brookhaven Service Cntr., A/SLMR No. 814)

A/S found, in agreement with ALJ, that temporary promotion of employee contrary to provisions of negotiated agreement was not violative of Sec. 19(a)(1) and (6), as temporary promotions were specifically excepted from agency merit promotion plan which was incorporated into the parties' negotiated agreement. (Defense Mapping Agency, San Antonio Topographic Cntr., Ft. Sam Houston, Tex., A/SLMR No. 818)

A/S found that a Memorandum of Understanding executed by the Respondent, the Complainants, and a third labor organization (which was not a party to complaint) was clear and unambiguous on its face relative to the subject of a change in shift hours for employees within the three labor organizations, and in his view, constituted a modification of each of the three labor organizations' negotiated agreements and not a separate and independently enforceable agreement. Under these circumstances, the A/S concluded that when, thereafter, the Respondent issued a notice to all employees cancelling a prior notice which had announced the implementation of the change in shift hours, it violated the EO as such action constituted a failure to comply with the terms of its individual negotiated agreements with the Complainants, as amended by the Memorandum of Understanding. (Portsmouth Naval Shipyard, A/SLMR No. 820)

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

Respondent violated Sec. 19(a)(6) by unilaterally implementing new parking pass procedure. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 828)

A/S, in agreement with ALJ, found that Respondent did not violate Sec. 19(a)(6) by unilaterally initiating a new leave restriction policy, where the issue involved different interpretations of the parties' negotiated agreement rather than a clear, unilateral breach of the agreement and where the evidence was insufficient to support Complainant's contention that there was a change of policy. (Puget Sound Naval Shipyard, A/SLMR No. 829)

A/S adopted ALJ's findings that the IRS had an obligation to bargain only at the level in which the NTEU had exclusive recognition, i.e. district, region, or service center level. Thus, absent some form of national exclusive recognition or national consultation rights, the IRS was not obliged to meet and confer or consult with the NTEU at the national level concerning the issuance of a supplement which applied uniformly to all IRS regions including those not represented by the NTEU. Moreover, with respect to the substance of the supplement, the ALJ concluded that it did not deal with any subjects in which the Commissioner had allegedly made any prior commitments. (IRS, National Office, A/SLMR No. 846)

A/S adopted ALJ's finding that the resolution of certain matters raised by a complaining employee was consistent with the past practice of the Respondent, and, in any event, that there was no clear unilateral breach of the parties' negotiated agreement. (U.S. Customs Service, Region IV, Miami, Fla., A/SLMR No. 848)

ALJ found no violation of Sec. 19(a)(1) and (6) despite Activity's failure to afford employee 60 days notice prior to denial of within-grade step increase, as required by the parties' negotiated agreement, inasmuch as the activity recognized its failure to give the required notice and sought to rectify its breach by reconsidering its decision 60 days later. A/S found, contrary to ALJ, that Activity's failure to give the 60 days notice could be construed as a patent unilateral change in terms and conditions of employment in the negotiated agreement and as such could be considered violative conduct under the EO. However, in view of the Activity's immediate rectification of such conduct and thus the de minimis effect of its conduct, the A/S found that it would not effectuate the purposes and policies of the EO to find a violation. (SSA, Hqs., Bureaus and Offices in Baltimore, Md., A/SLMR No. 851)

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

A/S adopted ALJ's finding that Respondent violated Sec. 19(a)(1) and (6) by unilaterally discontinuing the practice of flexible starting and quitting times at certain of its appellate branch offices as the evidence was insufficient to establish that the starting and quitting times are integrally related to and consequently determinative of the Respondent's staffing patterns. A/S also included a status quo ante remedy. (Dept. of the Treasury, IRS, Southwest Region, Dallas, Tex., A/SLMR No. 858)

A/S adopted ALJ's finding that agency did not violate EO when it failed to process grievances thru agency procedure where no anti-union animus was present. (Dept. of the Treasury, IRS, Brookhaven Service Cntr., A/SLMR No. 859)

A/S found the unilateral elimination of the arbitration provision of the negotiated agreement after the agreement's expiration to be a violation of the EO as arbitration was not viewed as one of these rights or privileges so uniquely tied to a written agreement so that it terminated with the agreement's expiration. Rather, the A/S viewed arbitration as a term or condition of employment which continues after an agreement's expiration unless the parties expressly agree that it terminates with the agreement's expiration. (Dept. of the Treasury, IRS, Brookhaven Service Cntr., A/SLMR No. 859)

35 28 32 Bypassing Exclusive Representative

A/S, in agreement with ALJ, noted that he will not relinquish jurisdiction when the question presented is whether rights assured by the EO have been waived. A/S further concluded that, absent a clear and unmistakable waiver in the parties' negotiated agreement, the Complainant in the instant case had a right, granted by the EO, to designate the individual it desired to get as its representative or agent in each of the Respondent's regions. In this respect, he found that the Respondent therein had failed to show a clear and unmistakable waiver under the negotiated agreement of the Complainant's right to name its own representative in the Respondent's region and, at best, had shown only an ambiguity in the disputed negotiated agreement provisions. (Dept. of the Treasury, Bureau of Alcohol, Tobacco and Firearms, Washington, D.C., A/SLMR No. 680)

35 28 32 Bypassing Exclusive Representative (Cont'd)

A/S found that the evidence did not establish that the Respondent attempted to deal or negotiate directly with a unit employee or to threaten or promise benefits to him by contacting him with regard to withholding dues from his back pay. (VA Hospital, Murfressboro, Tenn., A/SLMR No. 702)

A/S agreed with the Chief ALJ that the Respondent's use of "productivity tours" was an established past practice and did not constitute a change in employee working conditions, and therefore, found that the Respondent had no duty to meet and confer with the Complainant regarding the "productivity tours" or their impact and the procedures for implementing them. (Dept. of the Navy, Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 736)

A/S found that inasmuch as supervisor's statement to two employees that they should have appealed a shift change directly with him rather than seek the assistance of their exclusive representative was a single, isolated incident and there was no concerted action on the part of the Respondent to cause employees to bypass their exclusive representative, there was no basis for a violation of Sec. 19(a)(6). (Dept. of Defense, Norfolk Naval Shipyard, A/SLMR No. 746)

Allegation of bypass dismissed based on Sec. 19(d) where the resolution of grievance filed at one Service Center under Multi-Center agreement, concerning the communication alleged to be a bypass, would have been applicable to all of the Service Centers under the agreement. (IRS, Ogden Service Cntr., and IRS, et.al., A/SLMR No. 806)

Contrary to finding of ALJ, A/S found Respondent's action of dealing directly with and soliciting the views of a unit employee concerning a bargainable item which was currently being negotiated constituted an improper bypass and undermining of the status of its employee's exclusive representative in violation of Sec. 19(a)(1) and (6). (FAA, Springfield Tower, Springfield, Mo., A/SLMR No. 843)

35 28 36 Refusal to Furnish Information

Activity did not violate Sec. 19(a)(6) by denying union copies of all unsanitized "Furlough and Recall" rosters for "When Actually Employed" employees, which action it claimed was necessary to administer and police the parties' negotiated agreement. The A/S found that the Activity did

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

offer to provide the union with a "sanitized" roster which would have fulfilled its obligation to provide the union with the relevant and necessary information it was entitled to receive in order to properly administer and police the parties' negotiated agreement. (IRS, Austin Service Cntr., Austin, Tex., A/SLMR No. 675)

A/S adopted ALJ's finding that the failure to furnish requested information was not violative where such information, upon ALJ's in camera inspection, was not found to be relevant or necessary for the Complainant's intelligent negotiation of RIF impact and implementation, and where other relevant and necessary information was supplied. (Agency for International Development, Dept. of State, A/SLMR No. 676)

No violation found to Sec. 19(a)(1) and (6) of the EO where evidence established that Respondent, at the time the unfair labor practice charge herein was filed, had not refused to supply the Complainant with information requested during collective bargaining negotiation. A/S found that at the time the unfair labor practice charge was filed there was no clear refusal to supply the information requested because the Respondent had merely informed the Complainant that it would look into its request because the furnishing of the requested information could be violative of the Freedom of Information Act and the Privacy Act of 1974. Also, the evidence showed that the Respondent took the request herein under advisement and that it promised to research the request and respond as quickly as possible. (Dept. of Justice, Immigration and Naturalization Service, A/SLMR No. 682)

Contrary to ALJ, A/S found that Respondent did not violate Sec. 19(a)(1) and (6) of the EO by refusing to furnish information to exclusive representation where the issue had been raised by the Complainant before an arbitrator in an adverse action hearing and was thus barred by Sec. 19(d) of the EO. (Boston District Off., A/SLMR No. 727)

A/S adopted ALJ's finding that Activity violated Sec. 19(a)(1) and (6) of the EO by its failure to provide the Complainant with documents which were necessary and relevant to its further processing of a grievance. (Long Beach Naval Shipyard, Long Beach, Calif., A/SLMR No. 728)

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

A/S, in agreement with the ALJ, concluded that the Activity had violated Sec. 19(a)(1) and (6) by refusing to make available to the Complainant for over three weeks certain work assignment records which were relevant and necessary to the Complainant's intelligent consideration of the roofers' grievance concerning their entitlement to environmental differential pay. (GSA, Region 3, A/SLMR No. 734)

A/S agreed with ALJ's Recommendation to dismiss Sec. 19(a)(1) and (6) allegations where request for information was made by labor organization in its representative capacity in a grievance proceeding under an agency (non-negotiated) procedure. Citing FLRC No. 74A-54, U.S. Department of Navy, Naval Ordnance Station, Louisville, Kentucky, the ALJ noted that a labor organization has no inherent right to act on its own initiative on behalf of an employee where the matter arises under law or regulation rather than under a negotiated agreement or the EO. (FAA, National Aviation Facility Experimental Cntr., Atlantic City, N.J., A/SLMR No. 743)

35 32 00 Section 19(d)

A/S adopted ALJ's recommendation that complaint be dismissed on grounds that Sec. 19(d) precluded Complainant from raising same issues in complaint as had been raised previously under a negotiated grievance procedure. (U.S. Army Transportation Cntr., and Ft. Eustis, Va., A/SLMR No. 681)

A/S adopted ALJ's finding that labor organization's allegation concerning the removal of its President from her officially assigned job duties because of her union activities had been raised previously under a negotiated grievance procedure, and therefore, Sec. 19(d) barred consideration of this issue under unfair labor practice procedures. (EEOC, A/SLMR No. 707)

Contrary to ALJ, A/S found that Respondent did not violate Sec. 19(a)(1) and (6) of the EO by refusing to furnish information to exclusive representative where the issue had been raised by the Complainant before an arbitrator in an adverse action hearing and was thus barred by Sec. 19(d) of the EO. (Boston District Off., IRS, A/SLMR No. 727)

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

A/S adopted ALJ's finding that further proceedings not barred by Sec. 19(d) where evidence established that matter of access to requested documents was not made an issue in a grievance nor was it incorporated in or decided upon in the grievance proceeding. (Long Beach Naval Shipyard, Long Beach, Calif., A/SLMR No. 728)

Noting that the term "appeal" is defined in the FPM as a "request ...for reconsideration of a decision to take an adverse action..." and that the 1971 Report and Recommendations of the FLRC contemplated that only a procedure which provides third-party review would meet the exclusionary standard established in Sec. 19(d) of the EO, the A/S concluded that the term "appeals procedure" as used in Sec. 19(d) did not encompass a nonstatutory appeals system which did not provide third-party review of an agency's adverse action. In the A/S's view, to conclude otherwise would mean employees subject to such a system would never have the opportunity to seek independent third-party review of any adverse action, a conclusion which the A/S found would be clearly inconsistent with the purposes and policies of Sec. 19(d) as explicated by the FLRC in its 1971 Report. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

A/S held he was not precluded by Sec. 19(d) of the EO from considering the discharge of a nonappropriated fund employee under the ULP procedures of the EO where the only avenue available to the employee for purposes of contesting her discharge was a nonstatutory procedure which did not provide for third-party review of the agency's action. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

A/S dismissed alleged bypass based on Sec. 19(d) where the resolution of grievance over the alleged bypass communication would have been applicable to all Service Centers under the Multi-Service Agreement even though the grievance was technically filed at only one Service Center. (IRS, Ogden Service Cntr., and IRS, et.al., A/SLMR No. 806)

Respondent's motion to dismiss on basis that local union president had appealed his discharge for failure to report to his new assignment to Federal Employee Appeals Authority (FEAA) and thus Sec. 19(d) served to remove ULP proceeding from jurisdiction of A/S denied where issued involving threat of transfer was properly before A/S and issue of discharge was before another appelate authority (FEAA). (USDA, Agricultural Marketing Service, A/SLMR No. 810)

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

Contrary to ALJ, A/S found issue involved not barred by Sec. 19(d) from consideration under ULP procedure of EO where arbitration of issue not in any real sense invoked as arbitrator never reached merits but rather dismissed grievance on jurisdictional basis as the parties failed to agree that the questions involved were arbitrable. (Defense General Supply Cntr., A/SLMR No. 821)

40 00 00 UNFAIR LABOR PRACTICES: LABOR ORGANIZATION

40 04 00 General

No Entries

40 08 00 Section 19(b)(1)

A/S, in agreement with ALJ, found that Respondent labor organization did not violate Sec. 19(b)(1) and (2) of the EO by alleging in a letter to the Activity that Complainant, a non-supervisory unit employee who had previously filed a petition for decertification of Respondent threatened members of the respondent with potential loss of their jobs if they did not terminate their membership in the Respondent union. (AFGE, Local 2221, A/SLMR No. 721)

A/S found no evidence that the letter to the Activity was in retaliation for Complainant's activities in support of the decertification petition but rather constituted merely a misplaced ULP allegation against the Complainant which does not constitute a violation of the EO. (AFGE, Local 2221, A/SLMR No. 721)

A/S dismissed Sec. 19(b)(1) allegation where there was no evidence the labor organization had acted arbitrarily or in bad faith with respect to the handling of a unit employee's grievance. (VA Hospital, St. Louis, Mo., AFGE, Local 1715, A/SLMR No. 838)

A/S, in agreement with ALJ, found that the AFGE did not violate Sec. 19(b)(1) by publishing an advertisement in the Respondent's contracted out newspaper at a time when it did not have equivalent status with the exclusively recognized representative. (Local 3254, AFGE and Dept. of the Air Force, Grissom AFB, Peru, Indiana, A/SLMR No. 852)

40 12 00 Section 19(b)(2)

A/S, in agrement with ALJ, found that Respondent labor organization did not violate Sec. 19(b)(1) and (2) of the EO by alleging in a letter to the Activity that Complainant, a non-supervisory unit employee who had previously filed a petition for decertification of Respondent, threatened members of the Respondent with potential loss of their jobs if they did not terminate their membership in the Respondent union. A/S found no evidence that the letter to the Activity was in retaliation for Complainant's activities in support of the decertification petition but rather constituted merely a misplaced ULP allegation against the Complainant which does not constitute a violation of the EO. (AFGE, Local 2221, A/SLMR No. 721)

40 16 00 Section 19(b)(3)

No Entries

40 20 00 Section 19(b)(4)

U.S. District Court for District of Columbia vacated the decision and order in A/SLMR No. 536, FLRC No. 75A-96, which held that an absolute ban upon all picketing as overly broad and violative of the First Amendment. An appeal by the Government from that decision was withdrawn. Accordingly, based on the District Court's holding the Council's rationale contained in FLRC No. 76P-4, in which it noted that the Court had applied Sec. 19(b)(4) to the precise fact situation of the case in its holding; and the facts of A/SLMR No. 536, the A/S ordered that the complaint in the instant case be dismissed in its entirety. (National Treasury Employees Union, IRS, A/SLMR No. 783)

A/S, concurring with findings of the Chief ALJ with respect to the nature and effect of the Respondents' "informational" picketing on the Complainant's operations, and, in accordance with the guidelines set forth by the Council in FLRC No. 76P-4, found that the Respondents' picketing fell within the permissible limits under Sec. 19(b)(4) of the EO, and dismissed the complaints. (National Treausry Employees Union, A/SLMR No. 811)

40 24 00 Section 19(b)(5)

No Entires

40 28 00 Section 19(b)(6)

A/S found that Respondent's refusal to continue negotiations, because of the presence of a unit employee serving as a resource person on the management negotiating team, violated Sec. 19(b)(6). (AFGE, AFL-CIO, A/SLMR No. 701)

A/S found that Respondent did not violate Sec. 19(b)(6) by refusing to concur with Complainant's request to arbitrate the question of who is responsible for the cost of a transcript in an advisory arbitration hearing. He noted that the gravamen of the dispute involves the parties conflicting interpretation of their negotiated agreement which was not sufficiently unambiguous on the matter and that differing and arguable interpretations of such an agreement may be considered under Sec. 13(d) of the EO. (AFGE, National Office, A/SLMR No. 809)

40 32 00 Section 19(c)

No Entries

45 00 00 REMEDIAL ORDERS AGAINST AGENCIES: UNFAIR LABOR PRACTICES

45 04 00 Notification and Dissemination of Remedies

No Entries

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 Conduct

45 16 04 Interference, Solicitation or Distribution of Literature

Activity ordered to cease and desist from urging or admonishing its employees to refrain from seeking representation or assistance from representatives of the exclusive representative concerning grievances, personnel policies and practices, or other matters affecting working conditions. (FAA, Airways Facilities Sector, Tampa, Fla., A/SLMR No. 725)

Respondent ordered to cease and desist from indicating to employees that they should refrain from seeking representation or assistance from their exclusive representative. (Dept. of Defense, Norfolk Naval Shipyard, A/SLMR No. 746)

Respondent ordered to cease and desist threatening employees, expressly or impliedly, that if they engage in activities on behalf of the Union such activities would effect the rating of their work performance. (U.S. Customs Service, Region IV, Dept. of Treasury, Miami, Fla., A/SLMR No. 764)

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 their right to represent unit employees. (IRS, Philadelphia Service Cntr., Philadelphia, Pa., A/SLMR No. 771)

45 16 04 Interference, Solicitation or Distribution of Literature (Cont'd)

Activity is ordered to cease and desist from: (1) interrogating employees as to their membership in labor organization, and (2) interfering, restraining, or coercing employees. Activity is further ordered to take appropriate steps to reappraise three candidates for position of Boilermaker Instructor and insure that matters relating to membership or non-membership do not arise in course of interviews for the subject position. (Dept. of Navy, Mare Island Naval Shipyard, A/SLMR No. 775)

Respondent ordered to rescind a Notice and a Direction both which had the effect of barring union activity by employees during their non-work time, including breaks and lunch hours. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

Respondent ordered to cease and desist from reprimanding and interrogating employees because of their activities on behalf of a labor organization. (USAF, Vandenberg AFB, A/SLMR No. 786)

Respondent ordered to cease and desist from threatening local union president with possible transfer because of his activity on behalf of a labor organization. (USDA, Agricultural Marketing Service, A/SLMR No. 810)

Activity ordered to cease and desist from interfering with, restraining, or coercing its employees by failing to afford the labor organization an opportunity to be represented at formal discussions concerning grievances, personnel policies and practices or other matters affecting general working conditions. (McClellan AFB, Calif., A/SLMR No. 830)

45 16 08 Discrimination

A/S ordered Activity to offer employee who was discharged because of her union activities full reinstatement to her former or substantially equivalent position, without prejudice to her seniority or other rights and privileges, and to make her whole for any loss of income she may have suffered by reason of its discrimination, by paying her a sum of money equal to the amount she would have earned or received from the date of her discharge to the date of the offer of reinstatement, less any amounts earned by her through other employment during the above noted period. (Offutt AFB, Dept. of the Air Force, A/SLMR No. 784)

45 16 12 Assisting a Labor Organization

Activity ordered to cease and desist from assisting any labor organization which is not a party to a pending representation proceeding that raises a question concerning representation, in conducting an organizational campaign by permitting noncommissary employee representative of that labor organization the use of its facilities at a time when there is a currently recognized exclusive representative. (Commissary, Ft. Meade, Dept. of the Army, A/SLMR No. 793)

Activity ordered to cease and desist from improper assistance to union, by permitting advertisements by such union in the Grissom Contact, or by otherwise furnishing customary and routine services and facilities to subject union, or any other union, at a time when such organizations are not party to a pending representation proceeding raising a question concerning representation and when its employees are represented exclusively by a labor organization. (Local 3254, AFGE, and Dept. of the Air Force, Grissom AFB, Peru, Ind., A/SLMR No. 852)

45 16 16 Refusal to Accord Appropriate Recognition

No Entries

45 16 20 Failure to Consult, Confer or Negotiate

Activity ordered to abide by terms and conditions of negotiated agreement unless modifications mutually agreed to; post all job vacancies which occurred during term of and in accordance with terms and conditions of agreement; evaluate all candidates for such vacancies under terms of agreement and published Agency policies and regulations in existence at time agreement was approved. If improper failure to promote an employee, position to which employee would have been entitled, shall be vacated, and employee shall be promoted and reimbursed for loss of monies occasioned by improper failure to promote. (Small Business Admin., Richmond, Va. District Office, A/SLMR No. 674)

Activity ordered to rescind retroactively local implementation of regulation issued by higher echelon which was contrary to one of the terms of an existing negotiated agreement. (Small Business Admin., Richmond, Va. District Office, A/SLMR No. 674)

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

Activity ordered to cease and desist from changing the compostition of a particular competitive area for reductions-in-force without notifying and affording the exclusive representative of certain employees in the subject competitive area the opportunity to meet and confer, to the extent consonant with law and regulations, concerning the decision to alter the competitive area involved. Activity further ordered to take affirmative action by rescinding a command letter modifying the competitive areas for reductions-in-force, insofar as the subject competitive area is affected. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 679)

Activity ordered to (1) cease and desist from unilaterally changing the provisions of the parties' negotiated agreement by establishing general limitations on the use of official time for representational purposes for certain union officials where there was no contention that they have met any of the conditions set forth in the agreement before imposing such limitations; (2) withdraw the letter which set forth such general limitations, and (3) make whole any union representative for such losses as have been sustained as the result of an improper denial, pursuant to the parties' negotiated agreement, of a request by such union representative(s) for official duty time for representational purposes. (Watervliet Arsenal, U.S. Army Armament Command, Watervliet, N.Y., A/SLMR No. 726)

Activity ordered to cease and desist from refusing to permit the Complainant access to the documents and materials, in a form which protects the privacy and confidentiality of the employees involved which the Ranking Committee considered in evaluating a grievant, and other candidates who were certified for consideration for a vacancy. (Long Beach Naval Shipyard, Long Beach, Calif., A/SLMR No. 728)

Activity ordered to cease and desist withholding or failing to provide, upon request by Complainant any information relevant to the processing of a grievance, which information is necessary to enable the Complainant to discharge its obligation as the exclusive representative to represent effectively all employees in the exclusively recognized unit. (GSA, Region 3, A/SLMR No. 734)

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

Activity ordered to cease and desist from instituting a policy of granting administrative leave for employees represented exclusively by the Complainant, without affording such representative an opportunity to meet and confer, to the extent consonant with law and regulations, on the procedures which management will observe in effectuating such policy and on the impact of such policy on adversely affected employees. (Bureau of the Mint, U.S. Dept. of Treasury and Bureau of the Mint, U.S. Assay Office, San Francisco, Calif., A/SLMR No. 750)

Respondent ordered to abide by terms and conditions of negotiated agreement unless modifications mutually agreed to; if any employee was adversely affected by respondent's action, employee shall be reinstated to appropriate position and made whole, including reimbursement for any loss of monies occasioned by such improper action, consistent with procedures of the Regulation contained in the negotiated agreement, and applicable laws, regulations, and decisions of the Comptroller General. (Colorado Air National Guard, Buckley Air National Guard Base, Aurora, Colo., A/SLMR No. 758)

A/S noted that, he was cognizant of the FLRC's decision in Dept. of the Interior, Bureau of Reclamation, Yuma Projects Office, A/SLMR No. 401, FLRC No. 74A-52 that where an established appeals system which may consider the issue of whether a RIF has been applied to particular employees in accordance with controlling regulations, Sec. 19(d) was applicable. However, the A/S distinguished the instant case from: Yuma, on basis that the issue was not whether a particular regulation had been applied properly, but, rather, which regulation or procedure should have been followed in conducting the RIF in the instant case, and therefore the remedy ordered by the A/S was not deemed inconsistent with the structures set forth in Yuma. (Colorado Air National Guard, Buckley Air National Guard Base, Aurora, Colo., A/SLMR No. 758)

Respondent directed to sign agreement reached by its authorized negotiating team, retroactive to date agreement presented to Activity Commander. (Defense General Supply Cntr., A/SLMR No. 790)

Activity ordered to meet at reasonable times with the exclusive representative, upon request, for the purpose of negotiating a collective bargaining agreement. (Defense Civil Preparedness Agency, Region I, Maynard, Mass., A/SLMR No. 799)

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

Activity ordered to cease and desist from making unilateral changes in personnel policies and practices after the expiration of a negotiated agreement containing such personnel policies and practies in the absence of a bargaining impasse. (IRS, Ogden Service Cntr., and IRS, et.al., A/SLMR No. 806)

Activity ordered to cease and desist from changing the areas of consideration for purposes of reduction-in-force without first notifying the exclusive bargaining respresentative and affording such representative the opportunity to meet and confer, to the extent consonant with law and regulations, concerning the procedures involved and the impact of the decision to change the areas of competition. Pursuant to the FLRC's decision in FLRC No. 74A-52 the A/S was precluded from issuing a status quo ante remedy by Sec. 19(d) of the EO. (Bureau of Reclamation, Yuma Projects Office, Yuma, Ariz., A/SLMR No. 808)

Activity ordered to cease and desist from refusing to implement the terms of its negotiated agreement with the Complainant with respect to the shift hours of employees represented exclusively by the Complainant, during the term of such negotiated agreements, unless modifications are mutually agreed to by the parties to those agreements. (Portsmouth Naval Shipyard, A/SLMR No. 820)

Respondent ordered to cease and desist from instituting changes in the procedures, or enforcement of the procedures, with respect to obtaining and using visitor parking passes without first meeting and conferring with the exclusive representatives of its employees. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 828)

Activity ordered to cease and desist from conducting formal discussions without giving the employees' exclusive representative an opportunity to be represented at such discussions. (McClellan AFB, Calif., A/SLMR No. 830)

Activity ordered to cease and desist from refusing to meet and confer with the exclusive representative of an individual unit for the purpose of negotiating a collective bargaining agreement for that unit, during the pendency of a UC petition which includes said unit. (HEW, SSA, Bureau of Field Operations, Region V-A, Chicago, Ill., A/SLMR No. 832)

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

Contrary to the ALJ's recommended remedy, in effect a return to the status quo ante, the A/S ordered Respondent, after appropriate request by Complainanat to bargain over the procedures for implementation and impact on adversely affected employees, and prohibited a change in the method of filling out the daily location record by certain unit employees in the future without appropriate notification and bargaining with the Complainant. (Dept. of Treasury, IRS, Manhattan District, A/SLMR No. 841)

Activity ordered to cease and desist from: (1) dealing directly with and soliciting the views of employees represented by Complainant labor organization regarding the basic watch schedule or any other negotiable item which is subject to current negotiations; and (2) conducting formal discussions between management and employees or employee representatives concerning the basic watch schedule or any other matter affecting general working conditions without giving the Complainant labor organization the opportunity to be represented at such discussions by its own representatives. (FAA, Springfield Tower, Springfield, Mo., A/SLMR No. 843)

A/S ordered the Respondent to rescind its command letter to January 26, 1976, modifying the competitive areas for RIF purposes at Fort Monmouth, N.J., insofar as the competitive areas represented by the Complainant were affected, and to notify the Complainant of any such intended changes and, upon request, meet and confer in good faith, to the extent consonant with law and regulations, on the decision to effectuate such changes. (U.S. Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 855)

A/S ordered Agency to cease and desist from unilateral changes in the grievance-arbitration procedure after the expiration of an agreement and ordered agency to post same to unit employees. (Dept. of the Treasury, IRS, Brookhaven Service Cntr., A/SLMR No. 859)

45 16 24 Failure to Cooperate

No Entries

45 20 00 Jurisdictional Questions

Where all the Service Centers under the Multi-Center Agreement and the IRS were named as the Respondents, only the Service Centers were named in the remedial order as the violation found involved a unilateral change which was made at the level where exclusive recognition was held. (IRS, Ogden Service Center and IRS, et.al., A/SLMR No. 806)

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

50 04 00 Notification and Dissemination of Remedies

No Entries

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

No Entries

50 16 08 Harassment of Employee in Performance of Duties

No Entries

50 16 12 Inducing Management to Coerce an Employee

No Entries

50 16 16 Strike Activity

No Entries

50 16 20 Discrimination

No Entries

50 16 24 Failure to Consult, Confer or Negotiate

Labor Organization ordered to cease and desist from refusing to meet and confer with the Agency, by refusing to engage in further negotiations of a basic agreement until such time as a bargaining unit employee, serving as a resource person, is removed as a member of the Agency's negotiating team. (AFGE, AFL-CIO, Local 41, A/SLMR No. 701)

50 16 28 Denial of Membership

No Entries

55 00 00 STANDARDS OF CONDUCT

55 04 00 Effect on Representation and Unfair Labor Practice Cases

No Entries

55 08 00 Procedure

55 08 04 Jurisdiction

No Entries

55 08 08 Bill of Rights

No Entries

55 08 12 Elections

A/S, in agreement with ALJ, found that the AFGE had violated the EO and the A/S Regulations in the way it conducted the April 9, 1974, election of its chief steward by its president's failure to recognize the provision of the AFGE's constitution which required that officers be elected by a majority of the members in good standing, who are present and voting. As a result, the A/S ordered that the April 9, 1974, election be declared null and void and that a new election be conducted. (Local 1841, AFGE, AFL-CIO, A/SLMR No. 686)

A/S found that, union violated Sec. 18 of the EO and Part 204 of the A/S Regulations by applying monies received by way of dues or assessments to promote the candidacy of the incumbent President in its election of officers, and that such improper conduct may have affected the outcome of the election. A/S ordered that said election be declared null and void, and that a new election be conducted under the supervision of the Director, LMSA. (AFGE, Local 1592, A/SLMR No. 724)

55 12 00 Bill of Rights

55 12 04 Equal Rights

No Entries

55 12 08 Freedom of Speech

No Entries

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

60 00 00 GRIEVABILITY AND ARBITRABILITY

60 04 00 General

Contrary to ALJ, the A/S found that Applicant's expressed dissatisfaction with an adverse action taken against him is no different from a "grievance" specifically designated as such which is processed through the negotiated grievance procedure, and therefore fulfilled the requirements of Sec. 6(a)(5) and 13(d) of the EO. (IRS, Chicago District Office, Chicago, Ill., A/SLMR No. 748)

A/S disagreed with ALJ's reformation of the language of the agreement related to the issue raised. Therefore, he found it necessary to issue a de novo decision on the merits. (Community Services Admin., A/SLMR No. 749)

A/S agreed with ALJ that the negotiated grievance procedure specifically excludes from its scope matters not personal to the employee and therefore, the Applicant could not grieve, in its own right as a union, under the parties' negotiated grievance procedure. (Army and Air Force Exchange Service, Hqs., Dallas, Tex., A/SLMR No. 791)

A/S adopted ALJ's conclusion that the failure to cite specific contractual provisions allegedly violated was insufficient basis for refusing to process a grievance. (U.S. Patent and Trademark Office, Washington, D.C., A/SLMR No. 800)

In finding that the Application for Decision on Grievability was filed before arbitration, provided for in the parties' negotiated agreement, was invoked, the A/S noted that Report on Ruling No. 61 states that "Where one of the parties to an existing negotiated agreement has filed a grievance, all steps including the invocation of arbitration where an arbitration provision exists, must be exhausted before the A/S will consider an Application filed pursuant to Sec. 205.2(a) or (b) of the A/S Regulations." (U.S. Patent and Trademark Office, Washington, D.C., A/SLMR No. 800)

Grievance concerning the exclusion of an employee from various formative meetings, which were held regarding the automation of certain functions of the Scientific Library, found not grievable where grievance was not on a matter subject to the parties' negotiated grievance procedure. (U.S. Patent and Trademark Office. Washington, D.C., A/SLMR No. 800)

60 04 00 General (Cont'd)

Where one of the parties to an existing negotiated agreement has filed a grievance, all steps of the grievance procedure provided for in that agreement, including the invocation of arbitration, where an arbitration provision exists, must be exhausted before the A/S will consider an Application filed pursuant to Sec. 205.2(a) or (b) of the Regulations. Any employee or group of employees in the unit who chooses to file grievances and have them adjusted without utilizing their exclusive representative must exhaust all of the contractual grievance steps, except for arbitration, before the A/S will consider an Application to be timely filed. (R A/S No. 61)

60 08 00 13(a)

Union grievance over issuance of notices of proposed reprimand to three individual employees found grievable under Sec. 7 of negotiated grievance procedure which provided for union grievance over disputes arising from alleged contract violations or from the interpretation or application of the agreement. (Dept. of the Air Force, Kelly AFB, A/SLMR No. 766)

60 12 00 13(b)

No Entries

60 16 00 13(d)

A/S rejected the ALJ's conclusion that an arbitrator would be precluded from interpreting an agency regulation which was not referenced or embodied in the negotiated agreement. He found that where, as in the instant case, a party to the dispute introduces an agency regulation which deals with the same subject matter as the provision in the negotiated agreement, an arbitrator should consider those laws and regulations introduced by the parties as relevant in resolving a grievance arising under the agreement, whether or not those regulations and policies are contained in the agreement. Moreover, A/S found that the disputed agency regulation could not be interpreted as a bar to arbitration and that the instant grievance was within the scope and coverage of the negotiated agreement. Thus, he concluded that the grievance could be pursued to arbitration. (National Oceanic and Atmospheric Admin., A/SLMR No. 703)

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

Pursuant to FLRC No. 74A-19, and rationale therein, the A/S reconsidered his decision in Case No. 50-9667(GR). A/S had concluded that the matters in dispute, including the issue of grievability, should be decided under the negotiated grievance procedure. The Council remanded the case to the A/S to determine whether the grievance was subject to the negotiated grievance procedure. A/S adopted the ALJ's finding that the grievance, which concerned the Activity's failure to comply with Article XX of the parties' negotiated agreement, "Acceptable Level of Competence", in connection with the termination of a WG probationary employee, was not grievable under the agreement as the grievance did not involve matters subject to the negotiated grievance procedure. (Navy, Naval Ammunition Depot, Crane, Ind., A/SLMR No. 684)

A/S found that the underlying dispute raised by the grievance involved an alleged unilateral change in evaluation standards and the question as to whether the Activity's conduct subsequent to the initial grievances "settled" the dispute within the meaning of the terms of the negotiated agreement was capable of resolution without violating the prohibitions of the parties' negotiated agreement, law, regulations or the EO, and that the grievance was subject to the grievance-arbitration procedures set forth in the parties' negotiated agreement. (Naval Avionics Facility, Indianapolis, Ind., A/SLMR No. 722)

A/S concluded that Respondent did not act in bad faith by refusing to process Complainant's grievance through the negotiated procedure where Respondent stated that he did not believe 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 Sec. 13(d) of the EO. (VA Hospital, Waco, Tex., A/SLMR No. 735)

A/S, contrary to ALJ, found that the matter was not excluded from advisory arbitration under the negotiated agreement inasmuch as the Activity had never alleged, nor was there any record evidence to show, that, consistent with the exclusion from arbitration under the negotiated agreement, the alleged falsification of a material fact in an employment application, which if such fact had been known it would have prevented the employee from being hired for the position for which he applied. (IRS, Chicago District Office, Chicago, Ill., A/SLMR No. 748)

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

A/S noting that the decision of the Council in TANG, FLRC No. 74A-5, in which the Council concluded that while agencies are not obligated to bargain over the filling of positions outside the bargaining unit, they may do so at their own option, rejected the Activity's argument that the position was outside the bargaining unit. However, noting the specific language of Amendement 11, which excludes from coverage those positions, the A/S concluded, that the duties of the position in question involved the Agency-wide formulation of policy and, hence such position was specifically excluded from the coverage of Amendment 11. (Community Services Admin., A/SLMR No. 749)

Union grievance over issuance of notices of proposed reprimand to three individual employees found grievable under Sec. 7 of negotiated grievance procedure which provided for union grievances over disputes arising from alleged contract violations or from the interpretation or application of the agreement. (Dept. of Air Force, Kelly AFB, A/SLMR No. 766)

A/S held that grievance was not grievable under the parties negotiated agreement because it did not involve matters which were subject to the negotiated grievance procedure. (Army and Air Force Exchange Service, Hqs., Dallas, Tex., A/SLMR No. 791)

A/S adopted ALJ's finding that Activity did not violate Sec. 19(a)(1) and (6) of the EO. ALJ found gravamen of complaint was that the Activity was obligated, under the parties' negotiated agreement, to process a grievance submitted by the IAM. The grievance had been rejected as not arbitrable by the Activity. ALJ noted that when a party in good faith asserts a matter is not grievable or arbitrable under a negotiated agreement, a determination of grievability or arbitrability may be obtained from the A/S pursuant to Sec. 13(d) of the EO and that this procedure is the proper vehicle for resolution of such issue. (Naval Air Rework Facility, Cherry Point, N.C., A/SLMR No. 849)

ALPHABETICAL TABLE OF DECISIONS

OF THE ASSISTANT SECRETARY OF LABOR

FOR LABOR-MANAGEMENT RELATIONS

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TABLE OF DECISIONS OF THE ASSISTANT SECRETARY

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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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Navy, Department of (cont.)	
-- Management Systems Development Office Naval Air Station Jacksonville, Fla.	741
-- Mare Island Naval Shipyard Vallejo, Calif.	736, 775, 815
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674	Small Business Administration, Richmond, Virginia District Office (July 23, 1976)	35 08 00; 35 28 28; 45 16 20;
675	Internal Revenue Service, Austin Service Center, Austin, Texas (July 23, 1976)	35,28 00; 35 28 36
676	Agency for International Development, Department of State (July 23, 1976)	05 12 08; 35 08 04; 35 28 36
677	Aerospace Guidance and Metrology Center, Newark Air Force Station, Newark, Ohio (July 23, 1976)	35 28 28
678	National Aeronautics and Space Administration, Lewis Research Center, Cleveland, Ohio (July 23, 1976)	25 20 20
679	Department of the Army, U.S. Army Electronics Command, Fort Monmouth, New Jersey (July 26, 1976)	05 04 00; 35 28 12; 45 16 20
680	Department of Treasury Bureau of Alcohol, Tobacco and Firearms, Washington, D.C. (July 26, 1976)	35 08 00; 35 28 32
681	Department of the Army, U.S. Army Transportation Center and Fort Eustis, Virginia (July 26, 1977)	35 32 00

1/ Listing includes all Sections involved except Section 20 20 00 "Employee Categories and Classifications," in which entries are listed alphabetically. In this connnection, 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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682 U.S. Department of Justice, Immigration and Naturalization Service (July 26, 1976)	35 28 08; 35 28 36
683 Department of Transportation, Office of Administrative Operations (July 26, 1976)	35 28 08
684 Department of the Navy, Naval Ammunition Depot, Crane, Indiana (July 26, 1976)	60 16 00
685 Department of Transportation, Federal Aviation Administration, Eastern Region (July 26, 1976)	35 08 04; 35 12 00
686 Local 1841, American Federation of Government Employees, AFL-CIO and Director, Office of Labor-Management Standards Enforcement, U.S. Department of Labor (July 28, 1976)	55 00 00
687 Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Cleveland, Ohio, Defense Contract Administration Services Office (DCASO), Akron, Ohio (July 29, 1976)	20 04 08; 20 04 12; 20 12 44
688 Department of the Interior Bureau of Reclamation, Boulder Canyon Project, Boulder City, Nevada (July 30, 1976)	20 12 00; 20 12 64; 20 20 00
689 Department of the Navy, Long Beach Naval Shipyard (August 4, 1976)	25 20 00

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690 Department of the Navy, Naval Inactive Ship Maintenance Facility, Vallejo, California (August 4, 1976)	20 12 08; 20 12 64; 20 20 00
691 U.S. Army Electronics Command, Fort Monmouth, New Jersey (August 5, 1976)	35 08 00
692 Department of the Navy, Marine Corps Supply Center, Barstow, California (August 5, 1976)	35 28 12
693 General Services Administration, Central Office, Washington, D.C. (August 5, 1976)	20 04 04; 20 04 08; 20 04 12; 20 04 20; 20 16 08; 20 16 32; 25 20 00; 25 24 00
694 Veterans Administration, Veterans Administration Regional Office, New York Region (August 6, 1976)	35 08 04; 35 28 28
695 Department of the Treasury, Bureau of Alcohol, Firearms and Tobacco, Boston, Massachusetts (August 6, 1976)	05 08 00; 35 08 04; 35 16 00
696 Headquarters, United States Army Field Artillery Center, Directorate of Facilities Engineers, Ft. Sill, Oklahoma (August 11, 1976)	20 16 04
697 Department of State, Passport Office, Chicago Passport Agency, Chicago, Illinois (August 11, 1976)	20 20 00; 20 12 60; 20 04 04; 20 04 08; 20 04 12
698 Department of the Treasury, Bureau of Alcohol, Tobacco, and Firearms, San Francisco, California (August 12, 1976)	35 08 04; 30 12 16
699 General Services Administration, Federal Supply Service (August 12, 1976)	25 20 00; 10 12 00

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700 Army and Air Force Exchange Service, Dix-McGuire Consolidated Exchange, Fort Dix, New Jersey (August 13, 1976)	35 08 04; 35 28 24
701 American Federation of Government Employees, AFL-CIO, Local 41 (August 13, 1976)	40 28 00; 45 16 24
702 Veterans Administration Hospital, Murfreesboro, Tennessee (August 26, 1976)	35 12 00; 35 28 32
703 U.S. Department of Commerce, National Ocean Survey, National Oceanic & Atmospheric Administration (August 26, 1976)	60 16 00
704 Federal Aviation Administration (September 15, 1976)	35 08 04; 35 12 00
705 Internal Revenue Service, Cincinnati District, Cincinatti, Ohio (September 15, 1976)	35 28 16
706 U.S. Department of Health, Education and Welfare Social Security Administration, Bureau of Field Operations, Region V, Area IV, Cleveland, Ohio (September 15, 1976)	10 28 00; 20 16 32; 20 04 04; 20 04 08; 20 04 12
707 Equal Employment Opportunity Commission (September 16, 1976)	35 12 00; 35 32 00
708 Norfolk Naval Shipyard (September 16, 1976)	35 28 28; 30 12 04
709 U.S. Marshal Service, Dallas, Texas (September 16, 1976)	35 08 04; 35 28 08

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710	Puget Sound Naval Shipyard, Department of the Navy, Bremerton, Washington (September 17, 1976)	35 08 04; 35 12 00
711	U.S. Department of the Treasury, Internal Revenue Service, Chicago District (September 17, 1976)	35 28 04; 35 28 08
712	Department of the Navy, Antilles Consolidated School System, Fort Buchanan, Puerto Rico (September 17, 1976)	20 24 12
713	Defense Supply Agency, Defense Property Disposal Service Elmendorf Air Force Base, Alaska (September 20, 1976)	35 12 00; 35 24 00; 35 28 08
714	U.S. Army Reception Station, Fort Knox, Kentucky (September 20, 1976)	20 04 04; 20 04 08; 20 04 12
715	U.S. Army Criminal Investigation Command, Third Region, Fort Gillem, Forest Park, Georgia (September 23, 1976)	05 08 00; 20 04 12; 20 04 04; 20 04 08; 20 12 28
716	Department of the Treasury, Internal Revenue Service, Utah District, Salt Lake City, Utah (September 23, 1976)	35 08 04; 35 16 00
717	Department of the Army Tooele Army Depot, Tooele, Utah (September 24, 1976)	20 20 00
718	Fort Carson Exchange, Army and Air Force Exchange Service (September 24, 1976)	20 20 00

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719	U.S. Air Force, Fairchild Air Force Base, Washington (September 27, 1976)	20 16 04
720	U.S. Department of the Army U.S. Army Training Center Engineer and Fort Leonard Wood, Fort Leonard Wood, Missouri (September 27, 1976)	35 08 04; 35 12 00
721	American Federation of Government Employees, Local 2221, AFL-CIO (September 27, 1976)	40 08 00; 40 12 00
722	Department of the Navy, Naval Avionics Facility Indianapolis, Indiana (September 28, 1976)	60 16 00
723	Department of Health, Education and Welfare, Region II, Social Security Administration, Bureau of Disability Insurance (October 7, 1976)	20 04 04; 20 04 08; 20 04 12; 20 12 20; 20 12 28 20 12 18
724	American Federation of Government Employees, AFL-CIO, Local 1592 (October 7, 1976)	55 08 12
725	Department of Transportation, Federal Aviation Administration, Airway Facilities Sector, Tampa, Florida (October 8, 1976)	35 08 04; 45 16 04
726	Watervliet Arsenal, U.S. Army Armament Command, Watervliet, New York (October 8, 1976)	05 36 00; 30 28 00 35 28 28; 45 16 20
727	Boston District Office, Internal Revenue Service (October 13, 1976)	35 28 36; 35 32 00
728	Department of the Navy, Long Beach Naval Shipyard, Long Beach, California (October 13, 1976)	35 28 36; 35 32 00 45 16 20

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729	Social Security Administration, Wilkes-Barre Operations Branch, Department of Health, Education and Welfare (October 19, 1976)	35 08 04; 35 16 00
730	U.S. Department of Justice, Immigration and Naturalization Service, San Francisco District, San Francisco, California (October 19, 1976)	20 12 40; 20 20 00
731	Internal Revenue Service (October 20, 1976)	35 28 28
732	U.S. Army Electronics Command, Fort Monmouth, New Jersey (October 20, 1976)	35 28 08; 35 28 12
733	Department of the Air Force Headquarters, Pacific Air Force Department of Defense Dependent Schools, Pacific (October 21, 1976)	35 28 12; 35 28 28
734	General Services Administration, Region 3 (October 21, 1976)	35 28 36; 45 16 20
735	Veterans Administration Hospital, Waco, Texas (October 22, 1976)	35 08 04; 35 28 08; 60 16 00
736	Department of the Navy, Mare Island Naval Shipyard, Vallejo, California (November, 3, 1976)	35 28 12; 35 28 28; 35 28 32
737	U.S. Department of Transportation, U.S. Coast Guard Academy, New London, Connecticut (November 3, 1976)	20 20 00
738	Department of Defense Air National Guard, Texas Air National Guard, Camp Mabry, Austin, Texas (November 4, 1976)	35 28 08; 35 28 28

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739	Department of the Treasury, U.S. Customs Service, Region IV, Miami, Florida (November 4, 1976)	30 12 04; 30 16 00; 35 04 00; 35 08 04
740	U.S. Dependent Schools, European Area (November 5, 1976)	10 24 12
741	Management Systems Development Office Detachment, Naval Air Rework Facility, Jacksonville Naval Air Station, Jacksonville, Florida (November 5, 1976)	20 04 04; 20 04 08; 20 04 12; 20 12 60
742	Department of the Air Force Headquarters, Tactical Air Command, Langley Air Force Base, Virginia (November 8, 1976)	35 28 16
743	Federal Aviation Administration, National Aviation Facility Experimental Center, Atlantic City, New Jersey (November 8, 1976)	35 08 04; 35 28 08; 35 28 16; 35 28 36
744	U.S. Army Engineer Center and Fort Belvoir (November 9, 1976)	25 20 00
745	Department of the Army Dugway Proving Ground, Dugway, Utah (November 9, 1976)	35 28 12; 35 28 28
746	Department of Defense, U.S. Navy, Norfolk Naval Shipyard (November 9, 1976)	35 08 04; 35 12 00 35 28 32; 45 16 04
747	Department of Defense, Defense Mapping Agency Depot, Hawaii (November 9, 1976)	20 16 28
748	Department of the Treasury, Internal Revenue Service, Chicago District Office, Chicago, Illinois (November 10, 1976)	60 16 00

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749	Community Services Administration (November 10, 1976)	60 04 00; 60 16 00
750	Bureau of the Mint, U.S. Department of the Treasury and Bureau of the Mint, U.S. Assay Office, San Francisco, California (November 17, 1976)	35 28 12; 35 28 12; 35 28 28; 45 16 20
751	Small Business Administration, District Office, Hato Rey, Puerto Rico, and Small Business Administration, Regional Office New York, New York (November 11, 1976)	35 28 08
752	U.S. Department of Agriculture, Farmers Home Administration, Colorado (November 18, 1976)	20 20 00
753	Northeastern Program Center, Bureau of Retirement and Survivors Insurance, Social Security Administration (November 18, 1976)	35 28 12
754	Philadelphia Service Center, Internal Revenue Service, Philadelphia, Pennsylvania (November 18, 1976)	30 16 00; 35 08 04
755	U.S. Department of Commerce, U.S. Maritime Administration (November 22, 1976)	35 28 08
756	General Services Administration Region II, New York, New York (November 23, 1976)	20 20 00; 25 20 00
757	U.S. Department of Agriculture, Agricultural Research Service, Southern Regional Research Center, New Orleans, Louisiana (November 23, 1976)	20 16 16

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758 Colorado Air National Guard, Buckley Air National Guard Base, Aurora, Colorado (November 23, 1976)	35 28 00; 45 16 20
759 Small Business Administration, Region II, New York, New York (December 6, 1976)	20 12 40
760 4500 Air Base Wing, Langley Air Force Base, Virginia (December 6, 1976)	30 12 12
761 Headquarters, 63d Air Base Group, (MAC), United States Air Force, Norton Air Force Base, California (December 6, 1976)	35 28 00; 35 28 28
762 U.S. Department of Agriculture, U.S. Forest Service, Pacific Northwest Forest and Range Experiment Station, Forest Sciences Laboratory, Corvallis, Oregon (December 10, 1976)	20 04 04; 20 04 08; 20 04 12; 20 08 16; 20 12 08
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828 Social Security Administration, Bureau of Hearings and Appeals (April 19, 1977)	35 28 08; 35 28 12 35 28 28; 45 16 20
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