

Supplement

**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, 1974
through June 30, 1975**



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, 1974 through June 30, 1975

U.S. Department of Labor
John T. Dunlop, Secretary

Labor-Management Services Administration
Paul J. Fasser, Jr.

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, 1974-June 30, 1975.
It supplements the Digest and Index covering the period of
January 1, 1970-June 30, 1974.

This edition contains a Table of Contents and
Tables of Decisions and Reports on Rulings, each covering
the period of July 1, 1974 – June 30, 1975.

1975



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TABLE OF CONTENTS

	<u>Page</u>
<u>PREFACE</u>	xi
<u>TABLE OF ABBREVIATIONS</u>	xiii
 <u>DIGEST</u>	
05 00 00 <u>GENERAL PROVISIONS</u>	1
05 04 00 Definitions	1
05 08 00 Coverage of Executive Order	1
05 12 00 Evidence	2
05 12 04 Request for LMSA Documents and LMSA Personnel at Hearings	2
05 12 08 Admissibility at Hearings	2
05 16 00 Advisory Opinions	2
05 20 00 Concurrent Related Cases	2
05 24 00 Role of NLRB Decisions	2
05 28 00 Service	2
05 32 00 Transitional Problems	3
05 36 00 Official Time	3
 10 00 00 <u>REPRESENTATION CASES: PRELIMINARY STAGES</u>	5
10 04 00 Types of Petitions: Procedure	5
10 04 04 Representation, Filed by Labor Organization (RO)	5
10 04 08 Agency Doubt as to Representative Status (RA)	5
10 04 12 Decertification of Representative, Filed by Employee(s) (DR)	5
10 04 16 Clarification of Unit (CU)	6
10 04 20 Amendment of Recognition or Certification (AC)	6
10 04 24 National Consultation Rights	7
 10 08 00 Posting of Notice of Petition	7
10 12 00 Intervention	7
10 16 00 Showing of Interest	7
10 20 00 Labor Organization Status	7
10 24 00 Timeliness of Petition	7
10 24 04 Election Bar	7
10 24 08 Certification Bar	7
10 24 12 Agreement Bar	7

10 28 00	Status of Petitioner	8
10 32 00	Qualifications to Represent Specified Categories of Employees	10
10 36 00	Request for Review Rights	10
10 40 00	Area Administrator's Action	10
10 44 00	Defunctness	10
15 00 00	<u>REPRESENTATION HEARING PROCEDURE</u>	11
15 04 00	Role of Hearing Officer	11
15 08 00	Motions	11
	15 08 04 General	11
	15 08 08 Amendment of Petition	11
15 12 00	Evidence and Burden of Proof	11
15 16 00	Unfair Labor Practice Allegations	11
15 20 00	Obligation of Parties	11
15 24 00	Post-Hearing Submissions	11
15 28 00	Remand	12
20 00 00	<u>REPRESENTATION UNIT DETERMINATIONS</u>	13
20 04 00	Criteria	13
	20 04 04 Community of Interest	13
	20 04 08 Effective Dealings	14
	20 04 12 Efficiency of Operations	14
	20 04 16 Agency Regulations and Parties' Stipulations Not Binding on Assistant Secretary	15
	20 04 20 Previous Certification	15
20 08 00	Geographic Scope	15
	20 08 04 World-wide	15
	20 08 08 Nation-wide	15
	20 08 12 State-wide	16
	20 08 16 City-wide	16
20 12 00	Organizational Scope	16
	20 12 04 Agency-wide	16
	20 12 08 Activity-wide	16
	20 12 12 Directorate-wide	17
	20 12 16 Command-wide	17
	20 12 20 Headquarters-wide	17

20 12 00	Organizational Scope (Cont'd)	
20 12 24	Field-wide	17
20 12 28	Region-wide	18
20 12 32	Division-wide	18
20 12 36	Area-wide	18
20 12 40	District-wide	18
20 12 44	Branch-wide	18
20 12 48	Base-wide	19
20 12 52	Section-wide	19
20 12 56	Multi-Installation	19
20 12 60	Single Installation	19
20 12 64	Occupational Classification	20
20 16 00	Special Situations	21
20 16 04	Severance	21
20 16 08	Accretion	22
20 16 12	Eligibility	22
20 16 16	Residual Employees	22
20 16 20	Self-Determination	22
20 16 24	Supervisory Unit	22
20 16 28	Reorganization	23
20 20 00	Employee Categories and Classifications	24
20 24 00	Post-Decisional Intervention, Showing of Interest and Withdrawal	36
20 24 04	Posting of Notice of Unit Determination	36
20 24 08	Showing of Interest	36
20 24 12	Opportunity to Withdraw	36
25 00 00	<u>REPRESENTATION ELECTION AND POST ELECTION STAGES</u>	37
25 04 00	Voting Procedure	37
25 04 04	Professionals	37
25 04 08	Self-Determination	37
25 04 12	Role of Observers	37
25 04 16	Severance	37
25 08 00	Objections	37
25 08 04	Under EO 10988	37
25 08 08	Procedure	37
25 08 12	Timing of Objectable Conduct	37
25 08 16	Agency Rules on Campaigning	37
25 08 20	Campaign Communications	37
25 08 24	Promises of Benefit	37
25 08 28	Conduct of Election	38
25 08 32	Agency Neutrality	38

		<u>Page</u>
25 00 00	<u>REPRESENTATION ELECTION AND POST ELECTION STAGES</u> <u>(Cont'd)</u>	
25 12 00	Challenges	38
	25 12 04 Eligibility of Employees	38
	25 12 08 Questions Concerning Ballot	38
	25 12 12 Timing of Challenge	38
25 16 00	Certification	38
25 20 00	Clarification of Unit	38
25 24 00	Amendment of Recognition or Certification	40
30 00 00	<u>UNFAIR LABOR PRACTICES: PROCEDURE</u>	43
30 04 00	Requisites for Charges and Complaints	43
30 08 00	Complaint Proceedings: Investigation Stage ...	44
30 12 00	Hearing	44
	30 12 04 Rulings of ALJs	44
	30 12 08 Untimely Amendments to Complaints ...	44
	30 12 12 Failure to Appear	44
	30 12 16 Prejudicial Evidence	44
	30 12 20 Technical Deficiencies	44
	30 12 24 Evidence and Burden of Proof	44
	30 12 28 Lack of Cooperation	45
30 16 00	Post-Hearing	46
30 20 00	Stipulated Record	46
30 24 00	Employee Status: Effect on Unfair Labor Practices	46
30 28 00	Effect of Other Proceedings or Forums	47
30 32 00	Major Policy Issue Raised	48
35 00 00	<u>UNFAIR LABOR PRACTICES: AGENCY</u>	49
35 04 00	General	49
	35 04 04 Guidance or Directives of Civil Service Commission or Agency	49
	35 04 08 Waiver of Rights Granted by Executive Order	49
	35 04 12 Management Rights	49
35 08 00	Section 19(a)(1)	49
	35 08 04 Interference	49
	35 08 08 Distribution of Literature	64
	35 08 12 Solicitation	64
35 12 00	Section 19(a)(2)	64
35 16 00	Section 19(a)(3)	69

35 00 00	<u>UNFAIR LABOR PRACTICES: AGENCY (Cont'd)</u>	<u>Page</u>
35 20 00	Section 19(a)(4)	69
35 24 00	Section 19(a)(5)	70
35 28 00	Section 19(a)(6)	71
35 28 04	Response to Bargaining Request	71
35 28 08	Failure to Meet and Confer Generally	71
35 28 12	Failure to Meet and Confer on Impact or Procedures	75
35 28 16	Refusal to Allow Formal Dis- cussion Representation	78
35 28 20	Uncompromising Attitude	81
35 28 24	Dilatory and Evasive Tactics	82
35 28 28	Unilateral Changes in Terms and Conditions of Employment	83
35 28 32	Bypassing Exclusive Representa- tive	86
35 28 36	Refusal to Furnish Information	89
35 32 00	Section 19(d)	90
40 00 00	<u>UNFAIR LABOR PRACTICES: LABOR ORGANIZATION</u>	93
40 04 00	General	93
40 08 00	Section 19(b)(1)	93
40 12 00	Section 19(b)(2)	94
40 16 00	Section 19(b)(3)	94
40 20 00	Section 19(b)(4)	94
40 24 00	Section 19(b)(5)	94
40 28 00	Section 19(b)(6)	94
40 32 00	Section 19(c)	94
45 00 00	<u>REMEDIAL ORDERS AGAINST AGENCIES: UNFAIR LABOR PRACTICES</u>	97
45 04 00	Notification and Dissemination of Remedies	97
45 08 00	Advice of Compliance	97
45 10 00	Modifications to Orders	97
45 12 00	Remedies for Improper Rules, Regulations and Orders	97
45 16 00	Remedies for Improper Conduct	97
45 16 04	Interference, Solicitation or Distribution of Literature	97
45 16 08	Discrimination	98
45 16 12	Assisting a Labor Organization	99
45 16 16	Refusal to Accord Appropriate Recognition	99

	<u>Page</u>
45 00 00 <u>REMEDIAL ORDERS AGAINST AGENCIES: UNFAIR LABOR PRACTICES (Cont'd)</u>	
45 16 00 <u>Remedies for Improper Conduct (Cont'd)</u>	
45 16 20 Failure to Consult, Confer or Negotiate	99
45 16 24 Failure to Cooperate	101
45 20 00 Jurisdictional Questions	101
50 00 00 <u>REMEDIAL ORDERS AGAINST LABOR ORGANIZATIONS: UNFAIR LABOR PRACTICES</u>	103
50 04 00 Notification and Dissemination of Remedies	103
50 08 00 Advice of Compliance	103
50 12 00 Remedies for Improper Rules, Regulations and Orders	103
50 16 00 Remedies for Improper Conduct	103
50 16 04 Interference	103
50 16 08 Harassment of Employee in Performance of Duties	103
50 16 12 Inducing Management to Coerce an Employee	103
50 16 16 Strike Activity	103
50 16 20 Discrimination	103
50 16 24 Failure to Consult, Confer or Negotiate	104
50 16 28 Denial of Membership	104
55 00 00 <u>STANDARDS OF CONDUCT</u>	105
55 04 00 Effect on Representation and Unfair Labor Practice Cases	105
55 08 00 Procedure	105
55 08 04 Jurisdiction	105
55 08 08 Bill of Rights	105
55 08 12 Elections	105
55 12 00 Bill of Rights	105
55 12 04 Equal Rights	105
55 12 08 Freedom of Speech	105
55 12 12 Dues, Initiation Fees and Assessments	105
55 12 16 Protection of the Right to Sue	105
55 12 20 Safeguards against Improper Disciplinary Action	105

	<u>Page</u>
60 00 00 <u>GRIEVABILITY AND ARBITRABILITY</u>	106
60 04 00 General	106
60 08 00 13(a)	106
60 12 00 13(b)	106
60 16 00 13(d)	106
60 20 00 13(e)	106
TABLE OF DECISIONS - NUMERICAL LISTING, DATES OF ISSUANCE AND SECTIONS OF DIGEST INVOLVED	107
TABLE OF DECISIONS - ALPHABETICAL LISTING	123
TABLE OF REPORTS ON RULINGS, DATES OF ISSUANCE AND SECTIONS OF DIGEST INVOLVED	139
INDEX	141



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, 1974 to June 30, 1975. Published decisions from January 1, 1970 to June 30, 1974, are contained in the previously published 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; now referred to as Area Director, Labor-Management Services Administration
AC Petition	Amendment of Recognition or Certification Petition
AD	Area Director, Labor-Management Services Administration (formerly 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 (formerly 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)

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; now referred to as 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
ULP	Unfair Labor Practice
WB	Wage Board

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

Agency. A/S found that Activity use of term "Agency" is inconsistent with definition contained in Sec. 2(a) of the Order. In the view of A/S, the Department herein is clearly an "Agency" within the meaning of the Order, and the ARS is a component Activity of that Agency. (Dept. of Agric. and Agric. Research Service, A/SLMR No. 519)

Supervisor. A/S rejected ALJ's rationale that supervisory status for a professional employee must flow from something more than the relationship between the professional and the professional's secretary or other standard or normal support person. Noting the decision of the FLRC in United States Department of Agriculture, Northern Marketing and Nutrition Research Division, Peoria, Illinois, FLRC No. 72A-4, which held that supervisory status was intended to be determined on the basis of the authority of the individual, not on the basis of the precise number of subordinates, A/S found that there was no indication in the Council's decision that a different test would be applicable to professional employees in the Federal sector. (Nat'l. Science Foundation, A/SLMR No. 487)

05 08 00 Coverage of Executive Order

A/S adopts ALJ's finding that Sec. 7(d)(1) does not confer any rights enforceable under Sec. 19; that where employees subject to agency grievance procedure, in absence of anti-union motivation, agency's improper failure to apply provisions of its procedure cannot be considered violative of Order; and that where no labor organization has been accorded exclusive recognition, Sec. 10(e) is inapplicable. (Naval Air Sta., (North Island), San Diego, Cal., A/SLMR No. 452)

A/S rejected Respondent's contention that it was not a proper Respondent since it was not "Agency Management" within the meaning of Sec. 2(f) of the Order. A/S held that Respondent and its grievance examiner, when engaged in processing grievances, met the definitions of "Agency Management" and "representatives of management" respectively since both Respondent and the Activity are under the jurisdiction and authority of the Department of the Army and, Respondent is a necessary

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

and integral part of the labor relations program of the Department of the Army and has, by regulation, certain authority to act for the Department of the Army and to assist the Commanding Officer of the Activity in the implementation of such program. (Army Civilian Appellate Review Agency, Sacramento, Cal., A/SLMR No. 488)

A/S found, in agreement with ALJ, that Respondent, as a Govt. corporation, meets the definition of "Agency" as set forth in Sec. 2(a) of the Order, and does not qualify for exemption from the provisions of the Order based on paragraphs (b), (c) and (d) of Sec. 3. (TVA, A/SLMR No. 509)

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

No Entries

05 12 08 Admissibility at Hearings

Where Respondent refused to comply with ALJ's Request for Procution of Documents, and evidence revealed Respondent had no justification for failing to comply with such requests, the A/S agreed with the ALJ's decision to exclude from evidence all documents sought in the requests which Respondent sought to introduce in its own case but found further, that all written and oral evidence related to the documents covered by the requests should have been excluded and not considered in the determination of the case. Accordingly, the A/S remanded the 19(a)(1) and (2) complaint to the ALJ for further consideration consistent with his decision. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 425)

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

No Entries



10 00 00 REPRESENTATION CASES: PRELIMINARY STAGES

10 04 00 Types of Positions: Procedure (For substantive matters on petitions see: 20 00 00, "Representation Unit Determination"; 25 20 00, "Certification of Unit"; and 25 24 00, "Amendment of 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)

RA petition seeking determination with respect to effect of reorganization on 14 of 17 recognized units dismissed as in circumstances Center-wide election not warranted. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

RA petitions dismissed where recognized units were no longer in existence as a result of a reorganization, thus freeing the Activity from the obligation of recognizing the exclusive representative involved. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

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

Noting prior decisions where petitions filed by a management official and a guard for a non-guard unit were dismissed, A/S determined that the HO erred in not permitting the introduction of evidence pertaining to the alleged supervisory status of the Petitioner raised in the Intervenor's pre-hearing motion to dismiss the petition, and remanded the case for further hearing with respect to Petitioner's supervisory status at the time he filed his DR petition. (Geological Survey, Rolla, Mo., A/SLMR No. 413)

A/S ordered a decertification election, finding that the individual who filed the petition was not a supervisor within the meaning of Sec. 2 (c) of the Order, and thus eligible to file such

petition. Further, A/S noted his earlier finding in A/SLMR No. 413 that the petition was timely filed. (Geological Survey, Rolla, Mo., A/SLMR No. 460)

DR election rendered unnecessary in view of A/S finding of defunctness. (Naval Air Sta., New Orleans, Belle Chasse, La., A/SLMR No. 520)

10 04 16 Clarification of Unit (CU)

Stipulation to delete from CU petition two job classifications treated as withdrawal of petition insofar as it applies to these two job classifications. Accord, A/SLMR Nos. 370 and 121. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

In view of positions of parties, A/S agreed to treat RA petitions as having been amended to constitute petitions for clarification of units. (Military Sealift Com., Pacific Naval Supply Cntr., Oakland, Cal., A/SLMR No. 494)

10 04 20 Amendment of Recognition or Certification (AC)

The A/S found that any change brought about as a result of the processing of a petition for amendment of certification or recognition should not affect the continuity of the unit employees' representation and clearly should not leave open questions concerning such representation. In order to assure that any such change in affiliation accurately reflects the desires of the membership and that no question concerning representation exists, it is necessary that the procedures invoked to effectuate the change in affiliation meet certain standards. In order to assure that such an amendment conforms to the wishes of the membership, the A/S established the following steps which, as a minimum, should be taken: (1) A proposed change in the affiliation should be the subject of a special meeting of the members of the incumbent labor organization, called for this purpose only, with adequate advance notice provided to the entire membership; (2) the meeting should take place at a time and place convenient to all members; (3) adequate time for discussion of the proposed change should be provided, with all members given an opportunity to raise question within the bounds of normal preliminary procedure; and (4) a vote by the

10 04 20 Amendment of Recognition or Certification (AC)
(Cont'd)

members of the incumbent labor organization on the question should be taken by secret ballot, with the ballot clearly stating the change proposed and the choices inherent therein. (V.A. Hosp., Montrose, N.Y., A/SLMR No. 470)

AC petitions dismissed as moot where recognized units were no longer in existence as a result of a reorganization. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

10 04 24 National Consultation Rights

No Entries

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)

Intervention must also fall where DR petition is dismissed and no cross petition was filed for the unit in question. (Naval Air Sta., New Orleans, Belle Chasse, La., A/SLMR No. 520)

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

No Entries

10 20 00 Labor Organization Status

No Entries

10 24 00 Timeliness of Petition

10 24 04 Election Bar

No Entries

10 24 08 Certification Bar

No Entries

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

10 24 12 Agreement Bar (Cont'd)

Rejecting the Intervenor's contention that the undated draft basic agreement signed by the Intervenor and the Activity at the local level barred the filing of a DR petition, and noting the rationale in Treasury Department, United States Mint, Philadelphia, Pennsylvania, A/SLMR No. 45, the A/S found (1) that the controlling date in computing the "open" period for the filing of the petition was the terminal date of the one-year negotiated agreement between the parties, and (2) that the DR petition was timely. (Geological Survey, Rolla, Mo., A/SLMR No. 413)

Agreement covering all GS employees bars election for unit of civilian firefighters where: (1) evidence indicates that at least a small number of civilian firefighters were employed by the Activity a number of months or years prior to the execution of the current agreement and the filing of the petition; (2) civilian firefighters are serviced by the same civilian personnel office as are other unit employees; and (3) no evidence presented that the parties to the agreement sought or intended, at any time during their bargaining history, to exclude the civilian firefighter classification from the base-wide unit. (Air Force, Davis-Monthan AFB, Ariz., A/SLMR No. 462, FLRC No. 74A-92; Air Force, 366th Combat Support Group, Mountain Home AFB, Idaho, A/SLMR No. 530; Air Force, 321st Combat Support Group, Grand Forks AFB, N.D., A/SLMR No. 531)

Where RA petition raised issue of whether exclusively recognized units remained appropriate due to substantial change in their character and composition because of reorganization, A/S found that the current negotiated agreements did not constitute bars to filing of RA petition. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482; HQ., Army Training and Doctrine Com., (TRADOC), Ft. Monroe, Va., A/SLMR No. 507)

The controlling date in computing the "open" period for filing of a petition is the terminal date provided for in the agreement, measured from its effective date, rather than the date of execution at the local level. (VA Hosp., Montrose, N.Y., A/SLMR No. 484)

10 24 12 Agreement Bar (Cont'd)

An agreement, signed at the local level but returned unapproved, which would, under normal circumstances, constitute a bar to a petition filed thereafter, does not bar election in the instant case based on Section 202.3(c)(3) of the Regulations (unusual circumstances). Thus, the agreement was returned to the local level within a reasonable time and no efforts were made to conform the agreement as required, or, if appropriate, to utilize the procedures under Section 11(c) of the Order during the two-year period between the return of the agreement to the local level and the filing of the subject petition. (Public Health Service Hosp., Brighton, Mass., A/SLMR No. 502)

Representation petition was untimely as barred by binding negotiated agreement resulting from agreement articles initialed by the Activity's and the Intervenor's negotiators and a memorandum of understanding, signed by these parties two days before the petition was filed, which resolved the remaining two agreement articles; the Activity and the Intervenor effectuated certain agreement provisions before the petition was filed; the negotiators were authorized to enter into a binding agreement; and the agreement does not require ratification by the Intervenor's members. (Naval Station, Pearl Harbor, Hawaii, A/SLMR No. 504)

To extent that RA petition raises issue whether exclusive representative continues to enjoy majority status in the existing unit, A/S found current negotiated agreement to constitute bar to filing of RA petition. (Hq., Army Training and Doctrine Com., (TRADOC), Ft. Monroe, Va., A/SLMR No. 507)

Activity has no remaining obligation to honor current negotiated agreement where exclusive representative found to be defunct. (Naval Air Sta., New Orleans, Belle Chasse, La., A/SLMR No. 520)

10 28 00 Status of Petitioner

Noting prior decisions where petitions filed by a management

10 28 00 Status of Petitioner (Cont'd)

official and a guard for a non-guard unit were dismissed, A/S determined that the HO erred in not permitting the introduction of evidence pertaining to the alleged supervisory status of the Petitioner raised in Intervenor's pre-hearing motion to dismiss and remanded the case for further hearing with respect to Petitioner's supervisory status at the time he filed his DR petition. (Geological Survey, Rolla, Mo., A/SLMR No. 413)

A/S ordered a decertification election, finding that the individual who filed the petition was not a supervisor within the meaning of Sec. 2(c) of the Order, and thus eligible to file such petition. Further, A/S noted his earlier finding in A/SLMR No. 413 that the petition was timely filed. (Geological Survey, Rolla, Mo., A/SLMR No. 460)

Decertification petition found not defective when A/S concluded that evidence did not establish that GS-8 Computer Operators, including Petitioner, were supervisors, or that GS-12 Computer Specialist, who assisted in collective signatures, was management official. (Western Mgt. Sys. Off., Mil. Traffic Mgt. Com., Oakland Army Base, Oakland, Cal., A/SLMR No. 503)

10 32 00 Qualifications to Represent Specified Categories of Employees

No Entries

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")

Local found to be defunct where it had no dues paying members; it had no officers; its funds were disbursed among the resigning membership; and, neither the local nor its National Office sought to intervene or took any affirmative action to represent the unit employees. (Naval Air Sta., New Orleans, Belle Chasse, La., A/SLMR No. 520)

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

No Entries

15 08 00 Motions15 08 04 General

No Entries

15 08 08 Amendment of Petition

No Entries

15 12 00 Evidence and Burden of Proof

Case remanded for further hearing where HO did not permit introduction of evidence pertaining to the alleged supervisory status of the petitioner at the time the DR petition was filed, as raised in the Intervenor's pre-hearing motion to dismiss the petition. (Geological Survey, Rolla, Mo., A/SLMR No. 413)

Evidence did not establish that employees in units no longer in existence as result of major reorganization had become so integrated with other employees of Activity as to create a new organizational entity and an appropriate unit which would warrant an election pursuant to an RA petition. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

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

15 00 00 REPRESENTATION HEARING PROCEDURE (Cont'd)

15 28 00 Remand

Case remanded for further hearing where HO did not permit introduction of evidence pertaining to the alleged supervisory status of the petitioner at the time the DR petition was filed, as raised in the Intervenor's pre-hearing motion to dismiss the petition. (Geological Survey, Rolla, Mo., A/SLMR No. 413)

A/S remanded case to ARD for the purpose of receiving additional evidence as the record contained insufficient evidence to enable him to make a determination. (Acad. of Health Sciences, and HQ., Ft. Sam Houston, A/SLMR No. 426)

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

A/S found that the two individual field office units sought by the petitioners were not appropriate and dismissed the petitions, finding that the separate claimed units do not contain employees who share a clear and identifiable community of interest separate and distinct from other employees of the Activity. A/S further found that such units, if established, would artificially fragment the Activity, and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (Department of Agric., Off. of Automatic Data Systems, St. Louis, Mo., and Kansas City, Mo., A/SLMR No. 458)

Two units, one consisting of Bank Examiners and the other comprised of clerical employees, are appropriate where the two groups have different first-level supervision, work locations and duties, have little or no work contact, do not interchange and have separate areas of consideration for promotions and reductions-in-force. (Fed. Deposit Insurance Corp., A/SLMR No. 459)

Proposed District-wide unit held appropriate under all the circumstances, including clear and identifiable community of interest of employees involved, separate and distinct from all other employees of Region, and in view of holding that such unit will promote effective dealings and efficiency of agency operations. Cf. Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Cleveland, Ohio, A/SLMR No. 372. (DSA, DCASR, San Francisco, Cal.; DCASD, Salt Lake City, Utah, A/SLMR No. 461)

20 04 04 Community of Interest (Cont'd)

Petitioned for unit inappropriate where community of interest was based essentially on a common state boundary, and an alternative unit, agreed upon by the parties, was also found to be inappropriate because, among other things, certain facilities containing employees who share a community of interest with petitioned for employees would be excluded. However, unit of all headquarters employees at one geographic location found to be appropriate. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

Claimed unit is appropriate where, among other factors, included employees share a clear and identifiable community of interest. (Picatinny Arsenal, Dover, N. J., A/SLMR No. 474)

Claimed unit is not appropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from excluded employees. (See A/SLMR Nos. 480, 500, 505, and 506)

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

Proposed District-wide unit held appropriate under all the circumstances, including clear and identifiable community of interest of employees involved separate and distinct from all other employees of Region, and in view of holding that such unit will promote effective dealings and efficiency of agency operations. Cf. Defense Supply Agency Defense Contract Administration Services Region (DCASR), Cleveland, Ohio, A/SLMR No. 372. (DSA, DCASR, San Francisco, Cal.; DCASD, Salt Lake City, Utah, A/SLMR No. 461)

Claimed unit is 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. (See A/SLMR Nos. 458, 480, 500, 505, 506)

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

20 04 12 Efficiency of Operations (Cont'd)

Claimed unit is 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. (See A/SLMR Nos. 458, 480, 500, 505, 506)

Proposed District-wide unit held appropriate under all circumstances, including clear and identifiable community of interest of employees involved separate and distinct from all other employees of Region, and in view of holding that such unit will promote effective dealings and efficiency of agency operations. Cf. Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Cleveland, Ohio, A/SLMR No. 372. (DSA, DCASR, San Francisco, Cal., DCASD, Salt Lake City, Utah, A/SLMR No. 461)

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

RA petition seeking determination with respect to effect of reorganization on 14 of 17 recognized units dismissed as in circumstances Center-wide election not warranted. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

20 08 00 Geographic Scope20 08 04 World-wide

No Entries

20 08 08 Nation-wide

A/S found that the two individual field office units sought by the Petitioners were not appropriate and dismissed the petitions, finding that the separate units do not contain employees who share a clear and identifiable

20 08 08 Nation-Wide Cont'd)

community of interest separate and distinct from other employees of the Activity. A/S further found that such units, if established, would artificially fragment the Activity, and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (Dept. of Agric., Office of Automatic Data Systems, St. Louis, Mo. and Kansas City, Mo., A/SLMR No. 458)

20 08 12 State-wide

Unit of all nonprofessional education and training employees located in Pensacola, rather than petitioned for State-wide unit, found appropriate. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

20 08 16 City-wide

Unit of all nonprofessional education and training employees located in Pensacola, rather than petitioned for State-wide unit, found appropriate. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

20 12 00 Organizational Scope20 12 04 Agency-wide

No Entries

20 12 08 Activity-wide

A/S found that the two individual field office units sought by the Petitioners were not appropriate and dismissed the petitions, finding that the separate units do not contain employees who share a clear and identifiable community of interest separate and distinct from other employees of the Activity. A/S further found that such units, if established, would artificially fragment the Activity, and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (Dept. of Agric., Office of Automatic Data Systems, St. Louis, Mo. and Kansas City, Mo., A/SLMR No. 458)

20 12 08 Activity-wide

Unit of all nonsupervisory GS employees of Academy of Health Science is appropriate. (Acad. of Health Sciences, and HQ, Army Health Services Com., Ft. Sam Houston, Tex., A/SLMR No. 490)

A/S concluded that the field employees of the Activity's Branch of Field Surveys shared a community of interest separate and distinct from the Activity's headquarters' employees and that a unit limited to the field employees would be appropriate for the purpose of exclusive recognition under the Order. He based his decision on the fact that there was minimal commonality between the Field District employees and the headquarters' employees in terms of job functions, working conditions, location, individual supervision and interchange. (Geological Survey, Mid-continent Mapping Cntr., A/SLMR No. 495)

20 12 12 Directorate-wide

No Entries

20 12 16 Command-wide

No Entries

20 12 20 Headquarters-wide

Unit of all nonsupervisory GS employees of headquarters unit is appropriate. (Acad. of Health Sciences, and HQ, Army Health Services Com., Ft. Sam Houston, Tex., A/SLMR No. 490)

20 12 24 Field-wide

A/S concluded that the field employees of the Activity's Branch of Field Surveys shared a community of interest separate and distinct from the Activity's headquarters' employees and that a unit limited to the field employees would be appropriate for the purpose of exclusive recognition under the Order. He based his decision on the fact that there was minimal commonality between the Field District employees and the headquarters' employees in terms of job functions, working conditions, location, in-

20 12 24 Field-wide (Cont'd)

dividual supervision and interchange. (Geological Survey, Mid-Continent Mapping Center, A/SLMR No. 495)

20 12 28 Region-wide

Unit of all professional and nonprofessional employees in District held appropriate in view of finding that such employees enjoyed a clear and identifiable community of interest separate and distinct from all other employees in Region. (DSA, DCASR, San Francisco, Cal.; DCASD, Salt Lake City, Utah, A/SLMR No. 461)

Unit limited to the largest of 18 field audit offices within the Region is inappropriate as the Regional Office performs a centralized planning function which, among other things, has resulted in interchange and transfer of employees among the field audit offices in the Region; the area of consideration for competitive promotions is broader than the claimed unit; and effective control and final responsibility for most personnel matters for employees in the Region resides within the Regional Office. (Defense Contract Audit Agency, Chicago Branch Office, A/SLMR No. 463)

20 12 32 Division-wide

No Entries

20 12 36 Area-wide

No Entries

20 12 40 District-wide

Unit of all professional and nonprofessional employees in District held appropriate in view of finding that such employees enjoyed a clear and identifiable community of interest separate and distinct from all other employees in Region. (DSA, DCASR, San Francisco, Cal.; DCASD, Salt Lake City, Utah, A/SLMR No. 461)

20 12 44 Branch-wide

Unit of all professional and nonprofessional

20 12 44 Branch-wide (Cont'd)

employees of the Electronic Engineering Branch of the Airway Facilities Division, FAA, Southern Region, held inappropriate where job classifications of branch not unique to that sub-element, and branch, along with the other Region sub-elements of Division, performs a part of integrated work process. (FAA, Southern Region, A/SLMR No. 456)

Unit limited to one Branch Office, the largest of 18 field audit offices within the Region, is inappropriate as the Regional Office performs a centralized planning function which, among other things, has resulted in interchange and transfer of employees among the field audit offices in the Region; the area of consideration for competitive promotions is broader than the claimed unit; and effective control and final responsibility for most personnel matters for employees in the Region resides within the Regional Office. (Defense Contract Audit Agency, Chicago Branch Office, A/SLMR No. 463)

20 12 48 Base-wide

RA petition seeking determination with respect to effect of reorganization on 14 of 17 reorganized units dismissed as in circumstances Center-wide election not warranted. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N. J., A/SLMR No. 482)

20 12 52 Section-wide

Unit of Officers' Club, one of fourteen non-appropriated fund activities at base, found inappropriate where employees of all non-appropriated funds at base are subject to uniform personnel policies and, in many instances, have similar duties. (Officers Club, NAF Army Air Defense Center and Bliss, Ft. Bliss, Tex., A/SLMR No. 505)

20 12 56 Multi-Installation

No Entries

20 12 60 Single Installation

A/S found that the two individual field office units sought by the Petitioners were not

20 12 60 Single Installation (Cont'd)

appropriate and dismissed the petitions, finding that the separate units do not contain employees who share a clear and identifiable community of interest separate and distinct from other employees of the Activity. A/S further found that such units, if established, would artificially fragment the Activity, and could not reasonably be expected to promote effective dealings and efficiency of agency operations. (Dept. of Agric., Office of Automatic Data Systems, St. Louis, Mo. and Kansas City, Mo., A/SLMR No. 458)

Unit of all nonprofessional education and training employees located in Pensacola, rather than petitioned for statewide unit, found appropriate. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

Single-installation shop unit is inappropriate where all of the Activity's shops are supervised by the same official; personnel policies for all technicians are centralized in the same authority; there have been numerous transfers and details between the unit petitioned for and other elements of the Activity; the Activity's shops cooperate pursuant to common functions; and many of the employees of the petitioned for unit perform the same functions as similarly classified employees throughout the Activity. (Fifth U.S. Army, Camp McCoy, Wisc., 102d ARCOM, AMSA, Ship #44, A/SLMR No. 500)

20 12 64 Occupational Classification

Two units, one consisting of Bank Examiners and the other comprised of clerical employees, are appropriate where the two groups have different first-level supervision, work locations and duties, have little or no work contact, do not interchange and have separate areas of consideration in promotions and reductions-in-force. (Fed. Deposit Insurance Corp., A/SLMR No. 459)

WG employees of Academy of Health Sciences did not share clear and identifiable community of interest with claimed GS employees. (Acad. of Health Sciences, Ft. Sam Houston, Tex.: HQ, Health Services Com., Ft. Sam Houston, Tex., A/SLMR No. 490)

20 12 64 Occupational Classification (Cont'd)

Claimed unit of clerical employees in County Offices not appropriate because included employees do not share a clear and identifiable community of interest which is separate and distinct from other employees. (FmHA of Agric., Little Rock, Ark., A/SLMR No. 506)

20 16 00 Special Situations20 16 04 Severance

Petition seeking to sever unit of civilian firefighters from existing, base-wide unit found to have been filed untimely, inasmuch as civilian firefighters covered by current negotiated agreement. (Air Force, Davis-Monthan AFB, Ariz., A/SLMR No. 462, FLRC No. 74A-92; Air Force, 366th Combat Support Group, Mountain Home AFB, Idaho, A/SLMR No. 530; Air Force, 321st Combat Support Group, Grand Forks AFB, N.D., A/SLMR No. 531)

A/S found that the exclusion of the BHA Denver Field Office employees from the existing unit was unwarranted and he ordered the Activity-Petitioner's CU petition dismissed. He based his finding on the fact that the BHA Denver Field Office employees were on the eligibility list and, in fact, voted without challenge by the Activity-Petitioner in the election which resulted in the certification of the AFGE as exclusive representative of the Regional Office unit; the Field Office employees have been considered to be a part of the Regional Office unit by the Field Office employees and by the Activity-Petitioner since the issuance of the certification; and there is no indication that the Field Office employees have not been fairly and effectively represented by AFGE. (HEW, Region VIII, A/SLMR No. 476)

Severance of non-guards from combined guard-nonguard unit is consistent with purposes and policies of EO. (VA Hosp., Montrose, N.Y. A/SLMR No. 484)

Severance from existing unit denied where there is no evidence that incumbent labor organization

20 16 04 Severance (Cont'd)

has failed to represent petitioned for employees (five quality assurance specialists) in a fair and effective manner within a broader unit. (GSA, Region 5, Quality Control Div., Federal Supply Service, A/SLMR No. 526)

20 16 08 Accretion

A/S ordered that the existing exclusively recognized Regional Office unit should be clarified to include the nonprofessional employees of the Bureau of Hearings and Appeals Development Center as he found that the employees of the Development Center share a community of interest with and are, in fact, an integral part of the existing unit which includes the Bureau of Hearings and Appeals Denver Field Office. (HEW, Region VIII, A/SLMR No. 476)

Accretion occurred where certain employees in the steward and unlicensed civilian marine personnel units at former ship operating Command, who were transferred pursuant to a reorganization, were thoroughly combined and integrated into existing units at another Command. (Military Sealift Com., Pacific Naval Supply Cntr., Oakland, Cal., A/SLMR No. 494)

20 16 12 Eligibility

No Entries

20 16 16 Residual Employees

No Entries

20 16 20 Self-Determination

(For Self-Determination involving professional employees, (See: 20 20 00 "Employees Categories and Classification, Professional Employees", See also: 20 12 64, "Occupational Classification")

No Entries

20 16 24 Supervisory Unit

No Entries

20 16 28 Reorganization

RA petitions dismissed where recognized units were no longer in existence as a result of a reorganization, thus freeing the Activity from the obligation of recognizing the exclusive representative involved. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

RA petition seeking determination with respect to effect of reorganization on 14 of 17 recognized units dismissed as in circumstances Center-wide election not warranted. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

AC petitions dismissed where A/S found that recognized units were no longer in existence as a result of a reorganization. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

Evidence did not establish that employees in units no longer in existence as result of major reorganization had become so integrated with other employees of Activity as to create a new organizational entity and an appropriate unit which would warrant an election pursuant to an RA petition. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

As a result of a reorganization abolishing certain activities, consolidating their functions in a new Activity, and reassigning the employees involved throughout the new Activity's operational segments, the exclusively represented unit of employees of the new Activity is clarified to include former employees of one of the discontinued Activities exclusively represented by another labor organization where they work alongside and share common supervision with employees in the overall unit in the new Activity. (Naval Education and Training Center (NETC), Newport, R.I., A/SLMR No. 496)

A/S ordered RA petition dismissed where previously certified bargaining unit of all General Schedule and Wage Grade employees of HQ, Continental Army Com., Ft. Monroe, Va., now designated as HQ, Army Training and Doctrine Com., Ft. Monroe, Va., remained appropriate after reorganization. (HQ, Army Training and Doctrine Com., (TRADOC), Ft. Monroe, Va., A/SLMR No. 507)

20 20 00 Employee Categories and Classifications

Accounting Supervisor (Accounting), S-3 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Administrative Service Assistant found not to be a supervisor and included in the unit. (Military Dist. of Wash., Commissary Div. Office, Cameron Sta., A/SLMR No. 478)

Aircraft Instrument Control Systems Mechanic (Leader) WG-12, is not supervisor. (Ariz. Nat'l. Guard, Air Nat'l. Guard, Sky Harbor Airport, A/SLMR No. 436)

Assistant Section Supervisor (Main Store), S-1, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Stock Control Supervisor (Warehouse), S-1, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Supervisor (Enlisted Service Club/Food Services), S-1, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Supervisor (Pantry), H-7, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Utility Supervisor (Maintenance/Property) H-11, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Business Management Analysts are not management officials. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Cartographic Technicians, with the exception of those technicians primarily responsible for elevation meter operations, were supervisors. (Geological Survey, Mid-Continent Mapping Cntr., A/SLMR No. 495)

Clerk-Typist is not confidential employee. (Agric. Research Service, Plum Island Animal Disease Cntr., A/SLMR No. 428)

Club Management Specialists are not management officials. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

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

Club Management Specialist is a supervisor based on parties' stipulation. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Commissioned Bank Examiners are not supervisors. (Fed. Deposit Insurance Corp., A/SLMR No. 459)

Computer Operators, GS-8 are not supervisors. (Western Mgt. Inf. Systems Off., Mil. Traffic Mgt. Com., Oakland Army Base, Oakland, Cal., A/SLMR No. 503)

Computer Programmer Team Leader is not supervisor. (VA, Data Processing Center, Austin, Tex., A/SLMR No. 523)

Computer Specialist, GS-12 is not management official. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

Computer Specialist, GS-12 is not management official. (Western Mgt. Inf. Systems Off., Mil. Traffic Mgt. Com., Oakland Army Base, Oakland, Cal., A/SLMR No. 503)

Computer Systems Analysts, GS-12 are supervisors. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

Confidential Employees

Clerk-Typist who performs administrative services for both Administrative Officer and Office Services Manager found not to be a confidential employee since mere access to personnel or statistical information is not sufficient to establish that employee is serving in a confidential capacity. (Agric. Research Service, Plum Island Animal Disease Cntr., A/SLMR No. 428)

Secretaries excluded from unit as "confidential employee": Secretaries to the Activity's Director and Chief, Engineering and Plan Management Group. (Agric. Research Service, Plum Island Animal Disease Cntr., A/SLMR No. 428)

Digital Computer Systems Administration Specialist is supervisor, where he responsibly directs employees using independent judgement as to regular assignment of work and granting leave. (VA Data Processing Cntr, Austin, Tex., A/SLMR No. 523)

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

Firefighters assigned incidental security functions in addition to firefighting are not "guards" within the meaning of Sec. 2(d) of EO. (Army Engr., Waterways Experiment Sta., Vicksburg, Miss., A/SLMR No. 497)

Firefighter Crew Chiefs who are stationed at a firehouse and whose primary job is to prepare for, and respond to, fires and threats of fires, are not guards within the meaning of the EO. (VA Hosp., Montrose, N.Y., A/SLMR No. 484)

Shift Captains who routinely approve leave and assign work for other Firefighters and do not hire, fire, award or evaluate employees are not supervisors. (Army Engr., Waterways Experiment Sta., Vicksburg, Miss., A/SLMR No. 497)

Food Activity Supervisor, GS-7 is not supervisor. (AAFES, Redstone Arsenal Exchange, Redstone Arsenal, Ala., A/SLMR No. 491)

General ScheduleUnit Appropriate

Claimed units of GS employees appropriate where GS employees do not share a community of interest with WG employees. (Acad. of Health Sciences, Army, Health Services and HQ, Com., Ft. Sam Houston, Texas, A/SLMR No. 490)

General Supply Assistant (Item Accounting Supervisor) is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

General Supply Assistant (Materiel Control Supervisor) is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Guards

(See also: 10 32 00, "Qualifications to Represent Specified Categories of Employees")

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

Firefighters assigned incidental security functions in addition to firefighting are not "guards" within the meaning of Sec. 2(d) of EO.. (Army Engr. Waterways Experiment Sta., Vicksburg, Miss., A/SLMR No. 497)

Firefighter Crew Chiefs who are stationed at a firehouse and whose primary job is to prepare for, and respond to, fires and threats of fires, are not guards within the meaning of the EO. (VA Hosp., Montrose, N.Y., A/SLMR No. 484)

Police Officers were guards within the meaning of the EO. (VA Hosp., Montrose, N.Y., A/SLMR No. 484)

Supervisory Policeman GS-5 (Desk Sgt.) is not a supervisor. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 481)

Supervisory Policeman GS-5 (Shift Sgt.) is a supervisor. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 481)

Health Technician is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Loan Specialists are not management officials. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Maintenance Chief (Maintenance/Property), H-15, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

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

Business Management Analysts are not management officials. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Club Management Specialists are not management officials. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

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

Computer Specialist, GS-12 is not management official. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

Computer Specialist, GS-12 is not management official. (Inf. Systems Off., Mil. Traffic Mgt. Com., Oakland Army Base, Oakland, Cal., A/SLMR No. 503)

Loan Specialists are not management officials. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Physical Science Administrator, although an Assistant to the Director, is not a management official where his role is that of an employee rendering resource information or recommendations with respect to existing policies. (Agr., Agr. Rese. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

Procurement Analyst is not a management official. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

A/S found, in agreement with the ALJ, that the evidence did not establish that the Activity's Program Managers or their equivalent were management employees within the meaning of the Order. (Nat'l. Science Foundation, A/SLMR No. 487)

Systems Auditor possesses no indicia of supervisory or management authority, nor does he possess any "special status" which would preclude his taking part in decertification activity. (VA Data Processing Center, Austin, Tex., A/SLMR No. 523)

Millwright is a work leader, not a supervisor, where he works with employees as a crew and his supervisory function consists only of routinely assigning tasks to be performed on a day-to-day basis. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

20 20 00 Employee Categories and Classifications (Cont'd)Non-Appropriated Fund EmployeesUnit Not Appropriate

Unit of Officers' Club, one of fourteen non-appropriated fund activities at base, found inappropriate where employees of all non-appropriated funds at base are subject to uniform personnel policies and, in many instances, have similar duties. (Officers Club, NAF Army Air Defense Center and Ft. Bliss, Ft. Bliss, Tex., A/SLMR No. 505)

Non-Project Leaders, although responsible for scientific research in certain specific areas and have employees assigned to them, are Team Leaders, not supervisors, where they work under the direction of a Research or Project Leader and their relationship to the employees is one of a senior employee to junior employee. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

Office Supervisor (Main Store) H-10 is not supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Physical Science Administrator, although an assistant to the Director, is not a management official where his role is that of an employee rendering resource information or recommendations with respect to existing policies. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

Police
(See "Guards")

Procurement Analyst is not a management official. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Production Controller is not supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept. Austin, Tex., A/SLMR No. 524)

Professional and Non-Professional Employees

Unit of all professional and nonprofessional employees in District held appropriate in view of finding that such employees enjoyed a clear and identifiable community of interest separate and distinct from all other employees in Region. (DSA, DCASR, San Francisco, Cal.; DCASD, Salt Lake City, Utah, A/SLMR No. 461)

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

Program Managers or their equivalent are not management employees. In addition, nine of the Activity's Program Managers were not supervisors while four of the Activity's Program Managers were supervisors. (Nat'l. Science Foundation, A/SLMR No. 487)

Project Leader is a supervisor where, under the terms of a negotiated agreement, he participates in the first step of the grievance procedure and possesses the authority to adjust grievances at that level. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

Purchasing Agent is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Seasonal Employees

(See: 20 20 00, "Temporary Employees")

Secretary

(See: 20 20 00, "Confidential Employees")

Section Supervisor (Main Store, S-4) is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Senior Buyer (Purchasing), S-5 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Senior Technician found not to be a supervisor when performing compilations review as he did not exercise any of the duties attributed to a supervisor as enumerated in Sec. 2(c) of the EO and, in fact, his job amounts merely to a technical reviewer under the overall supervision of his Section Chief. (Geological Survey, Rolla, Mo., A/SLMR No. 460)

Senior Utility Man (Maintenance/Property) H-8 is not supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Shipping Supervisor (Warehouse), S-1 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Stock Control Supervisor (Warehouse), S-2 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

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

(See also: 05 04 00, "Definitions"; 20 20 00, "Firefighters," "Management Officials," "Teachers," and "Nurses")

Accounting Supervisor (Accounting), S-3 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Administrative Service Assistant is not a supervisor. (Military Dist. of Wash., Commissary Div. Office, Cameron Sta., A/SLMR No. 478)

Aircraft Instrument Control Systems Mechanic (Leader), WG-12 is not supervisor. (Ariz. Nat'l. Guard, Air Nat'l. Guard, Sky Harbor Airport, A/SLMR No. 436)

Assistant Section Supervisor (Main Store), S-1 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Stock Control Supervisor (Warehouse), S-1 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Supervisor (Enlisted Service Club/ Food Services), S-1 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Supervisor (Pantry) H-7 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Assistant Utility Supervisor (Maintenance/ Property), H-11 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Cartographic and Survey Technicians of the Field District, Branch of Field Surveys, with the exception of those Cartographic Technicians primarily responsible for the elevation meter operation, were supervisors as they had the authority to, and, in fact, exercised authority with respect to their Assistants to hire, fire,

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

adjust grievances, evaluate job performance and approve leave. (U.S. Department of the Interior, U.S. Geological Survey, Mid-Continent Mapping Center, A/SLMR No. 495)

Club Management Specialist is a supervisor based on parties' stipulation. (Army Club Mgt. Directorate, TAGCEN, Ft. Meade, Md., A/SLMR No. 521)

Computer Operators, GS-8 are not supervisors. (Western Mgt. Inf. Systems Off., Military Traffic Mgt. Com., Oakland Army Base, Oakland, Cal., A/SLMR No. 503)

Commissioned Bank Examiners are not supervisors. (Fed. Deposit Insurance Corp., A/SLMR No. 459)

Computer Systems Analysts, GS-12 are supervisors. (Naval Education and Training Information Services Activity, Pensacola, Fla., A/SLMR No. 466)

Computer Programmer Team Leaders are not supervisors. (VA Data Processing Center, Austin, Tex., A/SLMR No. 523)

Digital Computer Systems Administration Specialist is supervisor where he responsibly directs employees using independent judgement as to regular assignment of duties and granting leave. (VA Data Processing Center, Austin, Tex., A/SLMR No. 523)

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

Firefighter Shift Captains who routinely approve leave and assign work for other Firefighters and do not hire, fire, award or evaluate employees are not supervisors. (Army Engr. Waterways Experiment Sta., Vicksburg, Miss., A/SLMR No. 497)

Food Activity Supervisor, GS-7 is not supervisor. (AAFES, Redstone Arsenal Exchange, Redstone Arsenal, Ala., A/SLMR No. 491)

General Supply Assistant (Item Accounting Supervisor) is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

General Supply Assistant (Materiel Control Supervisor) is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Health Technician is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Maintenance Chief (Maintenance/Property), H-15 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Millwright is a work leader, not a supervisor, where he works with employees as a crew and his supervisory function consists only of routinely assigning tasks to be performed on a day-to-day basis. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

Non-Project Leaders, although responsible for scientific research in certain specific areas and have employees assigned to them, are team leaders, not supervisors, where they work under the direction of a Research or Project Leader and their relationship to other employee is one of a senior employee to junior employee. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

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

Office Supervisor (Main Store) H-10 is not supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Production Controller is not supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

A/S found that nine of the Activity's Program Managers, or their equivalent, were not supervisors within the meaning of Section 2(c) of the Order based on the factors that such direction as they may have given their secretaries was routine in nature and that the evidence was insufficient to establish that they effectively evaluated the performance of other employees or effectively recommended hiring. A/S found, however, that four of the Activity's Program Managers or their equivalent were supervisors within the meaning of Section 2(c) of the Order as they either prepared and signed their secretary's annual performance evaluation or effectively recommended their secretary for promotion. (Nat'l. Science Foundation, A/SLMR No. 487)

Project Leader is a supervisor where, under the terms of a negotiated agreement, he participates in the first step of the grievance procedure and possesses the authority to adjust grievances at that level. (Agr., Agr. Res. Serv., Eastern Reg. Res. Center, Phila., Pa., A/SLMR No. 479)

Purchasing Agent is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Section Supervisor (Main Store), S-4 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Senior Buyer (Purchasing), S-5, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

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

Senior Technician found not to be a supervisor when performing compilations review as he did not exercise any of the duties attributed to a supervisor as enumerated in Sec. 2(c) of the EO and, in fact, his job amounts merely to a technical reviewer under the overall supervision of his Section Chief. (Geological Survey, Rolla, Mo., A/SLMR No. 460)

Senior Utility Man (Maintenance/Property, H-8) is not supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Shipping Supervisor (Warehouse), S-1 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Stock Control Supervisor (Warehouse), S-2 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Supervisor (Cash Office), H-10 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Supervisor (Enlisted Service Club/Food Services), S-3 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Supervisory (Pantry), S-1 is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Supervisory Management Assistant is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Supervisory Policeman, GS-5 (Desk Sgt.) is not a supervisor. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 481)

Supervisory Policeman, GS-5 (Shift Sgt.) is supervisor. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 481)

Supply Technician is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Training Technician is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

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

Utility Supervisor (Maintenance/Property), S-1, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

Supply Technician is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Survey Technicians are supervisors. (Geological Survey, Mid-Continent Mapping Cntr., A/SLMR No. 495)

Systems Auditor possesses no indicia of supervisory or management authority, nor does he possess any "special status" which would preclude his taking part in DR activity. (VA Data Processing Center, Austin, Tex., A/SLMR No. 523)

Team Leaders were not supervisor. (VA Data Processing Center, Austin, Tex., A/SLMR No. 523)

Temporary Employees

Topographic Field Assistants excluded from unit as they were hired for a specific period of time and had no reasonable expectation of future employment beyond that period. (Geological Survey, Mid-Continent Mapping Cntr., A/SLMR No. 495)

Training Technician is supervisor. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

Utility Supervisor (Maintenance/Property), S-1, is supervisor. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

20 24 00 Post-Decisional Intervention, Showing of Interest and Withdrawal20 24 04 Posting of Notice of Unit Determination

No Entries

20 24 08 Showing of Interest

No Entries

20 24 12 Opportunity to Withdraw

No Entries

25 00 00 REPRESENTATION ELECTION AND POST ELECTION STAGES25 04 00 Voting Procedures25 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 Objections25 08 04 Under EO 10988

No Entries.

25 08 08 Procedure

A/S will not consider conduct occurring prior to the filing of an election petition as grounds for setting aside the election. (R A/S No. 58)

25 08 12 Timing of Objectionable Conduct

A/S will not consider conduct occurring prior to the filing of an election petition as grounds for setting aside the election. (R A/S No. 58)

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 00 Objections (Cont'd)

25 08 28 Conduct of Election

A/S will not consider conduct occurring prior to the filing of an election petition as grounds for setting aside the election. (R A/S No. 58)

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

No Entries

25 12 12 Timing of Challenge

No Entries

25 16 00 Certification

No Entries

25 20 00 Clarification of Unit

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

Established unit is clarified by inclusion of two classifications and by excluding fifteen classifications because they perform supervisory duties. (Navy, San Diego Marine Corps Exchange 10-2, Cal., A/SLMR No. 409)

A/S clarified unit by rejecting Activity's contention that Aircraft Instrument Control Systems Mechanic (Leader), WG-12 should be excluded from unit as a supervisor. (Ariz. Nat'l. Guard, Air Nat'l. Guard, Sky Harbor Airport, A/SLMR No. 436)

25 20 00 Clarification of Unit (Cont'd)

A/S found that the exclusion of the BHA Denver Field Office employees from the existing unit was unwarranted and he ordered the Activity-Petitioner's CU petition dismissed. He based his finding on the fact that the BHA Denver Field Office employees were on the eligibility list and, in fact, voted without challenge by the Activity-Petitioner in the election which resulted in the certification of the AFGE as exclusive representative of the Regional Office unit; the Field Office employees have been considered to be a part of the Regional Office unit by the Field Office employees and by the Activity-Petitioner since the issuance of the certification; and there is no indication that the Field Office employees have not been fairly and effectively represented by AFGE. (HEW, Region VIII, A/SLMR No. 476)

A/S ordered that the existing exclusively recognized Regional Office unit should be clarified to include the nonprofessional employees of the BHA Development Center as he found that the employees of the Development Center share a community of interest with and are, in fact, an integral part of, the existing unit which includes the BHA Denver Field Office. (HEW, Region VIII, A/SLMR No. 476)

Unit clarified to exclude Project Leaders as supervisors who participate in first step of negotiated grievance procedure and are authorized to adjust grievances at that level. (Agr., Agr. Res. Serv., Eastern Reg. Res. Cntr., Phila., Pa., A/SLMR No. 479)

As a result of a reorganization abolishing certain activities, consolidating their functions in a new Activity, and reassigning the employees involved throughout the new Activity's operational segments, the exclusively represented unit of employees of the new Activity is clarified to include former employees of one of the discontinued activities exclusively represented by another labor organization where they work alongside and share common supervision with employees in the overall unit in the new Activity. (Naval Education and Training Cntr (NETC), Newport, R.I., A/SLMR No. 496)

25 20 00 Clarification of Unit (Cont'd)

Unit clarified by excluding "working leaders" in nine job classifications as supervisors because they selected, evaluated, and made effective recommendations with regard to personnel matters concerning members of their crews. A/S noted that those found supervisors based solely on authority to evaluate would not be considered supervisors following effective date of EO 11838. (Barksdale AFB, Bossier City, La., A/SLMR No. 499)

Unit clarified by including "working leaders" in ten job classifications because their authority with regard to members of their crews was of a routine nature and dictated by established procedures. (Barksdale AFB, Bossier City, La., A/SLMR No. 499)

CU petition dismissed where A/S found employees of Complex Office were not part of exclusively recognized unit of employees of Long Beach Navy Commissary Store. (Navy Commissary Complex Office, Long Beach, Cal., A/SLMR No. 522)

Unit clarified by excluding employees in seven of eight job classifications because they were found to be supervisors within the meaning of 2(c) of the Order. (Nat'l. Guard Bureau, Adjutant General's Dept., Austin, Tex., A/SLMR No. 524)

25 24 00 Amendment of Recognition or Certification

The A/S found that the petition, which sought to change the affiliation of the local labor organization from one international, the Carpenters, to another, the AFGE, did not meet the standards, established in the decision, to determine if change of affiliation met the desires of employees, as no special meeting of the membership, limited solely to the issue of a change in affiliation, was held; the members who signed a petition forwarded to the Carpenters did not have the opportunity to be fully apprised of the change in affiliation; and a vote of the members by secret ballot was never taken. (VA Hosp., Montrose, N.Y., A/SLMR No. 470)

25 24 00 Amendment of Recognition or Certification (Cont'd)

Recognition amended to reflect a change in the organizational location of a unit of firefighters and to add the designation "General Schedule" to the organizational title used to describe the covered employees. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 481)

Recognition amended to reflect a change in the organizational location of a unit of guards and to add the designation "General Schedule Uniformed Police" to the organizational title used to describe the covered employees. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 481)

AC petitions dismissed where A/S found that recognized units were no longer in existence as a result of a reorganization. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

Two recognitions amended to reflect changes in the designation of organizational location. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 482)

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

The A/S, in concurrence with the ALJ, granted the Respondent's motion to dismiss on the grounds that the charge and/or complaint were not timely filed as the evidence utilized by the Complainant in support of its allegation dealt solely with events occurring more than 6 and 9 months, respectively, prior to the filing of the pre-complaint charge and complaint in this matter. (HUD, Detroit Area Office, Mich., A/SLMR No. 414)

The A/S, in concurrence with the ALJ granted the Respondent's motion to dismiss on the grounds that the Complainant had failed to establish a prima facie case as there was no evidence that the employee involved was denied a promotion and was possibly subjected to more serious working conditions because of her union activities. (HUD, Detroit Area Office, Mich., A/SLMR No. 414)

The A/S found, in agreement with the ALJ, that the Respondent's motion to dismiss, based on the Complainant's alleged noncompliance with the pre-complaint charge requirements of the A/S's Regs., be denied because the Respondent failed to raise the matter in a timely fashion with the Area Administrator during the investigation period provided for in Sec. 203.5 of the A/S's Regs. or with the ARD prior to the issuance of the Notice of Hearing. The A/S, however, rejected the ALJ's rationale that a formal written charge is nothing more than "ritualistic adherence" to the Regs. when the parties' positions are already known to each other. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

As complaint was filed within nine months of the occurrence of the alleged unfair labor practice (although not within nine months of the Respondent's announcement of the policy change constituting the alleged unfair labor practice), the A/S concurred with the ALJ's determination that the complaint had been timely filed in accord with the A/S's Regs. (Dugway Proving Ground, Dept. of the Army, Dugway, Utah, A/SLMR No. 511)

30 00 00 UNFAIR LABOR PRACTICES: PROCEDURE (Cont'd)

30 08 00 Complaint Proceedings: Investigation Stage

No Entries

30 12 00 Hearing

30 12 04 Rulings of ALJs

No Entries

30 12 08 Untimely Amendments to Complaints

No Entries

30 12 12 Failure to Appear

No Entries

30 12 16 Prejudicial Evidence

No Entries

30 12 20 Technical Deficiencies

No Entries

30 12 24 Evidence and Burden of Proof

The A/S, in concurrence with the ALJ, granted the Respondent's motion to dismiss on the grounds that the charge and/or complaint were not timely filed as the evidence utilized by the Complainant in support of its allegation dealt solely with events occurring more than 6 and 9 months, respectively, prior to the filing of the pre-complaint charge and complaint in this matter. (HUD, Detroit Area Office, Mich., A/SLMR No. 414)

The A/S, in concurrence with the ALJ, granted the Respondent's motion to dismiss on the grounds that the Complainant had failed to establish a prima facie case as there was no evidence that the employee involved was denied a promotion and was possibly subjected to more serious working conditions because of her union activities. (HUD, Detroit Area Office, Mich., A/SLMR No. 414)

30 12 00 Hearing (Cont'd)30 12 24 Evidence and Burden of Proof (Cont'd)

Upon receipt of Civil Service Commission's interpretation of its directives, the FLRC issued its Decision on Referral of Major Policy Issues from A/S, FLRC No. 73A-53, wherein it found that the Federal Personnel Manual (1) prohibits an employee or his representative from seeking the appraisal of another employee, or adducing evidence thereon, in an unfair labor practice proceeding, but (2) permits the A/S, his representative, and/or the ALJ, in a proceeding under the EO, to review such an appraisal if necessary for the execution of official responsibility and if done in a manner that maintains that appraisal's confidentiality. A/S vacated his Order Staying Remand and directed the ALJ to reconsider his decision in the subject case in accordance with the Decision and Remand in A/SLMR No. 295, and with the FLRC's Decision. (NLRB, Region 17, and NLRB, A/SLMR No. 467; FLRC No. 73A-53)

A/S rejected Complainant's post-hearing argument where no evidence was presented at the hearing that the Respondent failed to comply with or obstructed service of a Request for Appearance of Witness, and the Complainant failed to renew its offer of proof made at the commencement of the hearing concerning the testimony of the witness sought. (IRS, Fresno Service Cntr., A/SLMR No. 489)

30 12 28 Lack of Cooperation

A/S adopted ALJ's findings, conclusions and recommendation that complaint be dismissed for lack of cooperation and lack of prosecution where record showed that, despite numerous admonitions and warnings to Complainant that his refusal to accept certified mail resulted in severely impeding the orderly conduct of the hearing and that continued refusal would result in recommendation to dismiss, Complainant persisted in conduct which impeded further orderly conduct of hearing. (AFGE, Nat'l. Office, and AFGE Local 2677, A/SLMR No. 483)

30 12 00 Hearing (Cont'd)30 12 28 Lack of Cooperation (Cont'd)

Where Respondent refused to comply with ALJ's Request for Production of Documents and evidence revealed Respondent had no justification for failing to comply with such Requests, the A/S agreed with the ALJ's decision to exclude from evidence all documents sought in the Requests which Respondent sought to introduce in its own case, but further found that all written and oral evidence related to the documents covered by the Requests should have been excluded and not considered in the determination of the case. Accordingly, the A/S remanded the 19(a)(1) and (2) complaint to the ALJ for further consideration consistent with his decision. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 425)

30 16 00 Post-Hearing

Motion by Party-in-Interest, Tennessee Valley Trades and Labor Council, in exceptions seeking to set aside ALJ's Report and Recommendations and remand case for further hearing based on asserted failure to provide Party-in-Interest a full opportunity to participate in hearing, denied by A/S, where, as here, Party-in-Interest was served with Notice of Hearing, its request for postponement was denied by the ARD, and Party-in-Interest did not, thereafter, renew such motion before ALJ, nor enter an appearance at hearing. (TVA, A/SLMR No. 509)

30 20 00 Stipulated Record

Pursuant to Sec. 206.5(b) of Regs., ARD transferred case to the A/S for decision on the stipulations exhibits and briefs. (FAA, A/SLMR No. 517)

30 24 00 Employee Status: Effect on Unfair Labor Practices

Respondent's contention that Complainant's actions in passing out dues revocation forms was a violation of the Order because he alleged it was a supervisor, rejected where Complainant found not to be a supervisor under Sec. 2(c). (AFGE, Local 987, A/SLMR No. 420)

30 00 00 UNFAIR LABOR PRACTICES: PROCEDURE (Cont'd)30 28 00 Effect of Other Proceedings or Forums

A/S, in agreement with ALJ's denial of Respondent's motion to dismiss the complaint based on the arguments that the principle issue in the case involved a disagreement as to the interpretation of the terms of the parties' negotiated agreement which contained a grievance procedure and that the A/S should not consider the problem in the context of an unfair labor practice, found that the section of the negotiated agreement involved was clear and unambiguous and that the A/S had jurisdiction to decide the issues involved in this matter. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 415)

Apparent holding of ALJ that action of Joint Committee under terms of collective bargaining agreement was, in effect, an arbitration procedure which, if fair and regular and not repugnant to the Order, would have a binding effect under Spielberg doctrine enunciated in private sector, rejected by A/S. In the view of A/S, Joint Committee procedure was no more than a contractually established method of investigating work stoppage incidents and, as such, is not an extension of the contractually established grievance-arbitration machinery and, accordingly, the Spielberg doctrine is not applicable. (TVA, A/SLMR No. 509)

A/S rejected Respondent's argument that, because there is an established grievance machinery in the negotiated agreement between Respondent and the recognized exclusive bargaining representative of its employees, the A/S is precluded from asserting jurisdiction and considering allegations of unfair labor practices in connection with the Respondent's actions. (TVA, A/SLMR No. 509)

A/S rejected Respondent's contention that questions arising from an arbitration award are not appropriate matters for enforcement by the A/S within the framework of the unfair labor practice procedure, citing Department of the Army, Aberdeen Proving Ground, A/SLMR No. 412, FLRC 74A-46. (FAA, A/SLMR No. 517)

30 00 00 UNFAIR LABOR PRACTICES: PROCEDURE (Cont'd)30 32 00 Major Policy Issue Raised

Where Activity argued, by way of defense, that it was unable to make payment of amount awarded Complainant in arbitration award because no appropriation existed for payment and a special authorization from U.S. Comptroller General was needed to implement the award, A/S transferred case, pursuant to Sec. 2411.4 of the Rules and Regs. of the FLRC and Sec. 203.25(d) of the A/S's Regs., as involving major policy issues. (Army, Aberdeen Proving Ground, A/SLMR No. 412; see also FLRC No. 74A-46 and A/SLMR No. 518)

Upon receipt of Civil Service Commission's interpretation of its directives, the FLRC issued its Decision on Referral of Major Policy Issues from A/S, FLRC No. 73A-53, wherein it found that the Federal Personnel Manual (1) prohibits an employee or his representative from seeing the appraisal of another employee, or adducing evidence thereon, in an unfair labor practice proceeding, but (2) permits the A/S, his representative, and/or the ALJ, in a proceeding under the EO, to review such an appraisal if necessary for the execution of official responsibility and if done in a manner that maintains that appraisal's confidentiality. A/S vacated his Order Staying Remand and directed the ALJ to reconsider his decision in the subject case in accordance with the Decision and Remand in A/SLMR No. 295, and with the FLRC's Decision. (NLRB, Region 17, and NLRB, A/SLMR No. 467; FLRC No. 73A-53)

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

No Entries

35 04 08 Waiver of Rights Granted by Executive Order

Negotiated agreement did not constitute a clear and unmistakable waiver of Complainant's right under EO to designate a retired employee as a Chief Representative. (IRS, Omaha District Office, A/SLMR No. 417)

35 04 12 Management Rights

No Entries

35 08 00 Section 19(a)(1)

A/S noted that a violation of any of other subsections of Sec. 19(a) necessarily would tend to interfere with, restrain, or coerce employees in exercise of their rights under Order and, therefore, also would, when alleged, derivatively constitute a violation of Sec. 19(a)(1). (AAFES, Pacific Exchange Sys., Hawaii Regional Exchange, A/SLMR No. 454)

35 08 04 Interference

Daily work reports filled out by employee which were referred to and utilized by supervisor in written report of interview which criticized work performance of employee found to constitute relevant and necessary information in connection with determining whether or not to initiate grievances, and refusal of Activity to make such reports available to bargaining representative, upon demand, constitutes violation of Sec. 19(a)(1). (HEW, SSA, Kansas City Payment Cntr., Bur. of Retirement and Survivors Insurance, A/SLMR No. 411)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Failure of Activity to provide, upon demand by bargaining representative, daily work reports filled out by employee which were referred to and utilized by supervisor in written report of interview as basis for critical remarks on work performance of employee found not violative of Sec. 19(a)(1) of Order where evidence showed that employee retained copies of such work reports and bargaining representative could have obtained them from the employee. (HEW, SSA, Kansas City Payment Cntr., Bur. of Retirement and Survivors Insurance, A/SLMR No. 411)

A/S, in agreement with ALJ, found that in the absence of any evidence of anti-union motivation, the Complainant failed to establish that Respondent violated Sec. 19(a)(1) in refusing to grant the type of passes previously issued to Complainant's representatives, thereby making their entry into the Shipyard on the Complainant's business more difficult. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 415)

Activity's issuance of insubordination notices to employees for their failure to attend a grievance meeting under an agency grievance procedure found not violative of Sec. 19(a)(1) where evidence failed to establish that such action was motivated by anti-union considerations or constituted disparate treatment based on union considerations. (GSA, Region 7, Fort Worth, Tex., A/SLMR No. 416)

Respondent's attempt to dictate the selection of the Complainant's Chief Representative constituted an attempt to interfere improperly in the internal affairs of the Complainant. (IRS, Omaha District Office, A/SLMR No. 417)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Activity violated Sec. 19(a)(1) by not conferring and consulting with Union on impact upon employees of reassignments it made, thereby evidencing to employees that it could act unilaterally with respect to negotiated terms and conditions of employment with regard to their exclusive representative. (Fed. Railroad Adm., A/SLMR No. 418)

Activity did not violate Sec. 19(a)(1) by denying employee's request for union representation during "Performance Interview" where it was determined that subject interview was not a formal discussion within meaning of Sec. 10(e) of EO. (HEW, SSA, Great Lakes Program Cntr., A/SLMR No. 419)

Activity did not violate Sec. 19(a)(1) by virtue of its alleged statement to Union President that she would be sorry if union posted bulletins urging employees to boycott free coffee and cake offered by vending machine operator to promote its operation, as, under the circumstances, such statement was not deemed coercive nor motivated by animus toward the union, but reflected only Activity's overriding desire to solve its food problem. (IRS, Mid-Atlantic Service Cntr., A/SLMR No. 421)

A/S, in agreement with the ALJ, found that Sec. 7(d)(1) of the Order does not confer any rights enforceable under Sec. 19. (Naval Air Sta. (North Island), San Diego, Cal., A/SLMR No. 422)

A/S, in agreement with the ALJ, found that even if the Respondent had, without justification, insisted that the Complainant state grievance in writing, such a violation of its unilaterally established grievance procedure, in the absence of evidence of discriminatory motivation or disparity of treatment based on union membership considerations, would not violate Sec. 19(a)(1) of the Order. (Naval Air Sta. (North Island), San Diego, Cal., A/SLMR No. 422)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Where Respondent refused an employee's request for representation before a facility review board which was conducting an investigation of a systems error in which the employee was involved and evidence established function of the review board was wholly investigative, the A/S, noting an absence of exceptions, found, in agreement with the ALJ, that the proceedings before the review board did not constitute a formal discussion within the meaning of Sec. 10(e) of the Order and dismissed the complaint. Also, in view of his disposition of the case, the A/S found it unnecessary to decide whether the matter had been rendered moot by subsequent events. (FAA, Las Vegas Air Traffic Control Tower, A/SLMR No. 429)

A/S adopted ALJ's finding that proceedings before Agency's Facility Review Board did not constitute a formal discussion within the meaning of Sec. 10(e) and, therefore, the Agency's denial of representation to the Complainant was not violative of the Order. (FAA, Cleveland ARTC Center, Oberlin, Ohio, A/SLMR No. 430)

Activity violated Sec. 19(a)(1) by posting a letter from Activity's Commanding Officer to the Union's President on bulletin boards and, additionally, by requiring that employees read and initial the posted letter. (Naval Air Sta., Fallon, Nev., A/SLMR No. 432)

A statement made by a representative of the Respondent that an employee's attempt to return to duty following an absence on Leave Without Pay (LWOP) necessitated by medical problems would only be complicated should she seek union representation constituted an improper attempt by the Respondent to encourage the employee to by-pass her exclusive representative and deal directly with the Respondent with regard to the resolution of her difficulties. (VA Cntr., Bath, N.Y., A/SLMR No. 433)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

A/S found Activity violated Sec. 19(a)(1) by unilaterally terminating negotiation session with union based on an alleged impasse with respect to one subject of bargaining and refusing to meet and confer on other subjects of bargaining. (Vandenberg AFB, 4392d Aerospace Support Group, Cal., A/SLMR No. 435)

A/S agrees with ALJ finding that Respondent-Activity violated the Order when its supervisor threatened additional duties and announced a schedule change to a steward in such a manner that it was intended to be perceived as being in retaliation for the steward's engagement in protected activity. (AAFES, Vandenberg AFB, Cal., A/SLMR No. 437)

Tearing of marked agreement insert by supervisor did not constitute violation of Sec. 19(a)(1) based on ALJ's credibility resolution and established print shop custom of destroying marked documents. (Naval Ordnance Sta., Louisville, Ky., A/SLMR No. 440)

A memoranda issued to New York National Guard employees regarding the use of military forms of address constituted a unilateral change in the working conditions of certain unit employees, as Respondent had tolerated extensive deviations from the requirements of a National Guard Bureau regulation which was interpreted as requiring that the employees use military forms of address while performing in their civilian job status. The A/S agreed with the ALJ's finding that the applicable regulation gave the Activity certain prerogatives, that the Activity was obliged to meet and confer with the Complainant within the boundaries established by the regulation, and its unilateral conduct in changing a working condition which fell within the purview of the applicable regulation was, in effect, an improper by-pass of the exclusive representative. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Activity's unilateral change of working conditions of the President of the exclusive representative violated Sec. 19(a)(1) because it evidenced to the employees that the Activity can act with respect to negotiated terms and conditions without regard to its obligation thereunder to consult with the exclusive representative before instituting such changes. (Air Force, Kingsley Field, Klamath Falls, Ore., A/SLMR No. 443)

A/S adopted ALJ's finding that Complainant failed to meet burden of proof that Activity violated Sec. 19(a)(1) by supervisor's alleged confrontation of employee regarding subject matter of pending grievance while employee was without representation. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Based on the ALJ's credibility resolution, the A/S found that Activity did not violate Sec. 19(a)(1) by supervisor's alleged improper statement to employee at meeting between the two. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Based on the ALJ's credibility resolutions, the A/S found that Activity did not violate Sec. 19(a)(1) by alleged statements of supervisor and senior employee to employee to the effect that the employee would receive poor evaluation if she voluntarily furloughed herself other than during the prescribed furlough period and would continue to receive poor evaluation if she went to her exclusive representative and grieved. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Where the record did not establish that the Respondent's penalty accorded the Complainant for damaging Government equipment was imposed based on his union activities, the A/S agreed with the ALJ's finding that the Activity did not violate Sec. 19(a)(1). (Portsmouth Naval Shipyard, A/SLMR No. 445)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Contrary to ALJ's finding that a statement made to employee by supervisor that so long as employee was active in union, he would never be promoted, was not violative of the Order because in the ALJ's view, the motivation for such statement was based on supervisor's belief that the employee's union business took up so much time that he was prevented from fully developing his potential, the A/S stated that had this been properly alleged in complaint as an independent violation of Sec. 19(a)(1), he would have found a violation of that Section. He noted that to do otherwise would result in improperly penalizing employees who, as union representatives, are exercising rights assured under the Order and contained in negotiated agreements. (Army Tank Automotive Com., Warren, Mich., A/SLMR No. 447)

A/S adopted ALJ's conclusion that arrests made by the Respondent Activity's guards of officials of the Complainant were made purely on the guard's initiative because of alleged interference by these officials with respect to an earlier arrest by the guards. In addition, the A/S agreed with the ALJ's determination that the union officials were not fulfilling an obligation of Sec. 10(e) by attempting to represent employees who were being arrested for a crime unrelated to their employment and, therefore, the union officials were not exercising rights assured by the Order. (VA, Wadsworth Hosp. Cntr., Los Angeles, Cal., A/SLMR No. 449)

A/S dismissed complaint where ALJ found that any connection between the filing of a grievance and the separation of a probationary employee who participated in the filing of the grievance, was mere coincidence. (Biloxi VA Cntr., Miss., A/SLMR No. 450)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

A/S adopts ALJ's finding that Sec. 7(d)(1) does not confer any rights enforceable under Sec. 19; that where employees subject to agency grievance procedure, in absence of anti-union motivation, agency's improper failure to apply provisions of its procedure cannot be considered violative of Order; and that where no labor organization has been accorded exclusive recognition, Sec. 10(e) is inapplicable. (Naval Air Sta. (North Island), San Diego, Cal., A/SLMR No. 452)

Where negotiated grievance procedure provided that grievances relating to satisfactory rating would be processed exclusively through medium of an ad hoc board of review or statutory performance board and there was an absence of evidence of a contrary intent by the parties, the A/S found, in agreement with the ALJ, that Respondent's refusal to accede to the Complainant's request to submit a grievance pertaining to a satisfactory performance rating to arbitration did not constitute violation of Sec. 19(a)(1) of the Order. (Army Adjutant General, Publication Cntr., A/SLMR No. 455)

Agency's conducting of meetings or interviews with unit employees in which their terms and conditions of employment were discussed, while refusing the request of the exclusive representative of these employees to participate in such discussions, ran counter to the obligation owed to an exclusive representative as spokesman of the employees it represents, is inconsistent with Sec. 1(a) policy concerning an Agency head's obligation to assure that employee rights are protected, undermines status of exclusive representative selected by the employees of Respondent Activity and interferes, restrains and coerces unit employees in violation of Sec. 19(a)(1) of the Order. (NASA, A/SLMR No. 457)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Activity violated Sec. 19(a)(1) of EO by statements made by its supervisor to employee who indicated a desire to consult with her bargaining representative concerning a dispute between supervisor and employee. As found by ALJ, the supervisor's statement to the employee indicated that she would have to deal directly with him, and any contact by the bargaining agent would be futile. Such conduct constituted an attempt to cause employee to relinquish her right to consult with her exclusive representative in violation of Sec. 19(a)(1). (Nat'l. Oceanic and Atmospheric Adm., Nat'l. Weather Service, A/SLMR No. 464)

A/S, in agreement with ALJ, rejected Activity's contention that firing a union steward for advocating changes in working conditions was justified because this created dissension among employees, and found that the Activity improperly interfered with the steward's rights under the Order. (Miramar Naval Air Sta., Commissary Store, San Diego, Cal., A/SLMR No. 472)

A/S found, in accord with Los Angeles Air Route Traffic Control Center, Federal Aviation Administration, A/SLMR No. 283, that the use of Agency bulletin boards and/or Agency facilities for unit employee meetings by a bargaining representative is a privilege, not a right, and may be subject to reasonable conditions. However, once granted, the Agency may not unilaterally establish further conditions upon the exercise of such privilege since such unilateral action has a restraining influence and coercive effect on the rights of unit employees in violation of Sec. 19(a)(1). (IRS, Office of the Regional Commissioner, Western Region, A/SLMR No. 473)

Supervisor's interrogation of employee with respect to her alleged role in the preparation and distribution of a union leaflet constituted improper interference since it was an inquiry by management into the employee's union activities. (OEO, Region V, Chicago, Ill., A/SLMR No. 477)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Activity violated Sec. 19(a)(1) of EO by statement of supervisor to Local Union President implying that she could be penalized if she performed certain representational duties during official work time, even though the use of such time was permitted by the negotiated agreement. (Base Procurement Office, Vandenberg AFB, Cal., A/SLMR No. 485)

A/S, adopting findings of ALJ, concluded that interviews conducted by Respondent's grievance examiner were "formal discussions" within the meaning of Sec. 10(e) of the Order; that Respondent is chargeable for any unfair labor practices engaged in while acting in furtherance of its delegated functions in processing grievances on behalf of the Activity; that the subject matter of the inquiry concerned a grievance, personnel policy or practice within the meaning of Sec. 10(e) of the Order; that the record failed to show that Complainant had waived any of its rights to be represented at such "formal discussion"; and, that Respondent, by its refusal to permit and failure to afford Complainant opportunity to be represented during interview of unit employees concerning the processing of a grievance, violated Sec. 19(a)(1).

Further, Respondent's denial of an employee's request for union representation made during the formal discussion herein constituted an independent violation of Sec. 19(a)(1). (U.S. Army Civilian Appellate Review Agency, Sacramento, Cal., A/SLMR No. 488)

Activity violated Sec. 19(a)(1) of EO by threatening to remove employee from job if he persisted in holding union office or in participating in the management of the union where employee was not a supervisor. (AAFES, Redstone Arsenal Exchange, Ala., A/SLMR No. 491)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Agency not obligated to accord representative status to an employee designated by Complainant who was not a representative of the exclusive representative. (380th Combat Support Group, Plattsburgh AFB, N.Y., A/SLMR No. 493)

Discussion of an employee's appraisal does not constitute a formal discussion within meaning of Sec. 10(e) where no wider ramifications beyond employee involved and no grievance had been lodged at this stage of discussion. (380th Combat Support Group, Plattsburgh AFB, N.Y., A/SLMR No. 493)

The A/S found, in agreement with the ALJ, that the implementation of a grievance recommendation is an integral part of the grievance procedure, and that an employee is entitled to representation at any meeting called for that purpose. (IRS, Pittsburgh Dist., A/SLMR No. 498)

Instituting a change in working conditions not to the liking of the Complainant did not violate the Order where the Activity solicited and received input on the proposed change from the Complainant and solicited additional comments prior to final announcement of the change, and where there was no evidence that the Complainant was intentionally misled or that the Order imposed the obligation that parties must agree on the terms of the change. (HEW, SSA, Western Program Cntr., San Francisco, Cal., A/SLMR No. 501)

A/S, adopting findings of ALJ, found that conduct of Respondent in discharging members of local union engaged in a work stoppage, while merely warning others who also engaged in the work stoppage but were non-members of the local union violated Sec. 19(a)(1). A/S noted in particular that his action was not,

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

in any way, a condonation of the action of employees engaged in a work stoppage. Such activity is not only unprotected under the Order, but is also unlawful, and employees engaging in such conduct are not protected by the Order from discipline by their Agency up to and including discharge. Further, an Agency or Activity may assess different degrees of discipline based on a distinction in conduct or responsibility for the improper conduct. However, an Agency or Activity may not predicate its differentiation of discipline upon conduct which is protected under the Order, i.e., membership in a labor organization. (TVA, A/SLMR No. 509)

Activity violated Sec. 19(a)(1) by failure to supply and/or withholding information requested by exclusive representative. A/S found such conduct inherently interfered with, restrained and coerced unit employees in their right to have their exclusive representative act for and represent their interests in matters concerning grievances, personnel policies and practices as assured by Sec. 10(e) of the Order. (Dallas Naval Air Sta., Dallas, Tex., A/SLMR No. 510)

Respondent Activity fulfilled obligation to meet and confer concerning change in work reporting site where (1) "Memorandum of Understanding" concerning reporting station was only a recording of an employment practice and not a negotiated agreement within the meaning of the Order, and (2) the Respondent discussed the policy change with an open mind with the Complainant labor organization prior to the change. (Dugway Proving Ground, Army, Dugway, Utah, A/SLMR No. 511)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Proposals from Activity official at meeting with employee involved and her representative that, in connection with her requested training, she give up one-third of allotted time for authorized labor-management business under parties' negotiated Memorandum of Understanding constituted improper interference with employee's rights in violation of Sec. 19(a)(1). Additionally, a written memorandum of that official violated Sec. 19(a)(1) in that it indicated that her training opportunities would be limited so long as she continued to perform her authorized union representational duties. (Picatinny Arsenal, Dover, N.J., A/SLMR No. 512)

The Activity violated the EO by its unilateral decision to revoke dues authorization for three employees who had been members of a unit represented exclusively by the Complainant prior to being administratively transferred to a new organizational entity of the Agency, as A/S found that the three employees were performing the same jobs they had previously performed, in the same work areas, under the same supervision, and at essentially the same rates of pay and schedule of benefits as before their transfer, and that they remained within the unit represented exclusively by the Complainant. Respondent's action, therefore, constituted improper withdrawal of recognition. (AAFES, MacDill AFB Exchange, Fla., A/SLMR No. 514)

A/S found, in agreement with ALJ, that evidence established that Respondent had permitted Complainant employee's activity as a union steward to play a role in its determination of her fitness and/or selection for promotion, or re-promotion, and, further, that but for Complainant's activity as a union steward, she would have been selected for repromotion. (Army Infantry Cntr., Civilian Personnel Office, Ft. Benning, Ga., A/SLMR No. 515)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

A/S rejected statement by ALJ to the effect that agency representatives are obliged to give eligible employees warning or notice with respect to obligations imposed by specific jobs - where time away from the job is occasioned by protected union activity - and to allow the affected employees to make an election regarding the utilization of rights afforded by Sec. 1(a) of the Order. In A/S's view, where a right to use official time for the conduct of union representational duties has been granted by agreement, any warning or notice, as suggested by ALJ, with respect to obligations imposed by a specific job could, under certain circumstances, itself be violative of the Order. (Army Infantry Cntr., Civilian Personnel Office, Ft. Benning, Ga., A/SLMR No. 515)

Activity violated Sec. 19(a)(1) by interrogating an employee who was president of the union, regarding his plans and intentions to run again for president of the local union in the future. (IRS, Wilmington, Del. Dist., A/SLMR No. 516)

Activity violated Sec. 19(a)(1) when supervisor suggested to union president that he give some consideration to not running for president again. (IRS, Wilmington, Del. Dist., A/SLMR No. 516)

Activity violated Sec. 19(a)(1) when supervisor inserted a remark concerning an employee's union activities in a performance evaluation worksheet. (IRS, Wilmington, Del. Dist., A/SLMR No. 516)

A/S found that the Respondent's failure and refusal to comply with an arbitration award violated Sec. 19(a)(1). (FAA, A/SLMR No. 517)

A/S found that the Respondent's failure to abide by an arbitration award issued under a negotiated grievance procedure to which no exceptions were filed with the FLRC, violated Sec. 19(a)(1). See, Department of the Army, Aberdeen Proving Ground, A/SLMR No. 412, FLRC No. 74A-46. (Army, Aberdeen Proving Ground, A/SLMR No. 518)

35 08 04 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Participation in decertification activity found not violative where employees involved were found to be team leaders and not supervisors. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

A supervisor's direct communication with employees regarding the positions of the parties as to the status of negotiations found violative. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

Alleged failure by Respondent's supervisors to prevent use of internal mail system for distribution of DR petitions and employees' duty time decertification found not violative as Complainant failed to meet burden of proof. However, Respondent did violate the Order by not taking adequate measures to disassociate itself from the implication that it was lending support to decertification activity by use of its mail services. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

Alleged participation in decertification activity and statements made allegedly to discredit the union president not violative where employee involved was found not to be a management official. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

Complainant failed to meet its burden of proof that alleged low promotional appraisal and arbitrary scheduling of a job related exam by supervisor with respect to union steward were based on union activities. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

Participation in decertification effort found violative where employee involved was found to be supervisor within meaning of 2(c). (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

Supervisor's discriminatory reporting requirement for union steward found violative of Order. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

35 08 00 Section 19(a)(1) (Cont'd)35 08 04 Interference (Cont'd)

Supervisor's reading to employees of confidential EEO memorandum filed by union found violative of Order. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

A/S found that statements made by Respondent's Director to Complainant Union's President, contrary to allegation of Complainant, did not constitute interference, restraint, or coercion within the meaning of Sec. 19(a)(1). (Picatinny Arsenal, Dover, N.J., A/SLMR No. 532)

A/S found that Respondent did not violate Sec. 19(a)(1) distinguishing NASA, Washington, D.C., A/SLMR No. 457, noting that in instant case there was no showing that exclusive representative was by passed by virtue of higher level management representative dealing directly with unit employees concerning their terms and conditions of employment. (FAA, Airways Facility Sector, San Diego, Cal., A/SLMR No. 533)

35 08 08 Distribution of Literature

No Entries

35 08 12 Solicitation

No Entries

35 12 00 Section 19(a)(2)

A/S, in agreement with ALJ, found that, in the absence of any evidence of anti-union motivation, the Complainant failed to establish that Respondent violated Sec. 19(a)(2) in refusing to grant the type of passes previously issued to Complainant's representatives, thereby making their entry into the Shipyard on the Complainant's business more difficult. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 415)

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

A/S, in agreement with the ALJ, found that even if the Respondent had, without justification, insisted that the Complainant state grievance in writing, such a violation of its unilaterally established grievance procedure, in the absence of evidence of discriminatory motivation or disparity of treatment based on union membership considerations, would not violate Sec. 19(a)(2) of the Order. (Naval Air Sta., (North Island), San Diego, Cal., A/SLMR No. 422)

Respondent did not violate Sec. 19(a)(2) by withdrawing its agreement with respect to administrative leave and check-off after the parties reached an impasse during negotiations where evidence established that Respondent bargained in good faith throughout negotiations and there was no evidence that Respondent had engaged in any discriminatory conduct against employees which was designed to discourage membership in a labor organization. (Regional Office, Small Business Adm., Seattle, Wash., A/SLMR No. 423)

Allegation that the Respondent's refusal to allow an employee to return to work and her subsequent termination were based on anti-union considerations or for engaging in conduct protected under the Order dismissed for insufficient evidence. (VA Cntr., Bath, N.Y., A/SLMR No. 433)

A/S rejects ALJ's finding that a schedule change involving a union steward was violative of Sec. 19(a)(2) as A/S concluded that evidence did not establish that schedule change was discriminatory in nature or intended to discourage employee in exercise of her union duties.

Also, A/S rejected ALJ's finding of Sec. 19(a)(2) violation related to the assignment of additional work duties where there was no evidence that the alleged discriminatee actually was assigned those duties. (AAFES, Vandenberg AFB, Cal., A/SLMR No. 437)

A/S adopted ALJ's finding that, under the circumstances, which established economic motivation, Activity did not violate Sec. 19(a)(2) by issuing directive reducing hours of employees during an organizing campaign. (Air Force, Webb AFB, Tex., A/SLMR No. 439)

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

A/S adopted ALJ's finding that Complainant failed to meet burden of proof that Activity violated Sec. 19(a)(2) by supervisor's alleged confrontation of employee regarding subject matter of pending grievance while employee was without representation. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Based on the ALJ's credibility resolution, the A/S found that Activity did not violate Sec. 19(a)(2) by supervisor's alleged improper statement to employee at meeting between the two. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Based on the ALJ's credibility resolutions, the A/S found that Activity did not violate Sec. 19(a)(2) by alleged statements of supervisor and senior employee to employee to the effect that the employee would receive poor evaluation if she voluntarily furloughed herself other than during the prescribed furlough period and would continue to receive poor evaluations if she went to her exclusive representative and grieved. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

A/S adopted the ALJ's finding that Complainant failed to meet burden of proof that Respondent's actions were prompted by Complainant's union membership or activities. (Portsmouth Naval Shipyard, A/SLMR No. 445)

Where evidence established that employee's temporary assignment was in accord with established policy and was based on economic considerations, and there was an absence of any evidence that the employee's assignment was based on either the employee's having filed grievances and sought union representation, or his having filed a pre-complaint charge, the A/S, noting the absence of exceptions, adopted the ALJ's recommended dismissal of the complaint alleging violation of Sec. 19(a)(2) and (4) of the Order. (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 446)

A/S adopted ALJ's finding that the issue of job content could properly have been raised under Respondent's Job Evaluation Complaint and Appeals Procedure, and therefore, Sec. 19(d) constituted a bar to the proceeding. (Army Tank Automotive Com., Warren, Mich., A/SLMR No. 447)

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

A/S found no evidence of discrimination with respect to any condition of employment where union representatives were not exercising any rights assured by the Order when they attempted to represent employees who were being arrested for crimes unrelated to their employment. (VA, Wadsworth Hosp. Cntr., Los Angeles, Cal., A/SLMR No. 449)

A/S dismissed complaint where ALJ found that any connection between the filing of a grievance and the separation of a probationary employee who participated in the filing of the grievance was mere coincidence. (Biloxi VA Cntr., Miss., A/SLMR No. 450)

A/S, in agreement with the ALJ, rejected Activity's contention that firing a union steward for advocating changes in working conditions was justified because this created dissension among employees, and found that the firing was discriminatory based on union membership considerations. (Miramar Naval Air St., Commissary Store, San Diego, Cal., A/SLMR No. 472)

Although violating Sec. 19(a)(1) of EO, Agency did not also violate Sec. 19(a)(2) by conduct allegedly discouraging membership in a labor organization by discriminating in regard to the conditions of an employee's employment. (AAFES, Redstone Arsenal Exchange, Redstone Arsenal, Ala., A/SLMR No. 491)

A/S, adopting findings of ALJ, found that conduct of Respondent in discharging members of local union who engaged in a work stoppage, while merely warning others who also engaged in the work stoppage but were non-members of the local union, violated Sec. 19(a)(2) of the Order. A/S noted in particular that his action was not, in any way, a condonation of the action of employees engaging in a work stoppage. Such activity is not only unprotected under the Order, but is also unlawful, and employees engaging in such conduct are not protected by the Order from discipline by their Agency up to and including discharge. Further, an Agency or Activity may assess different degrees of discipline based on a distinction in conduct or responsibility for the improper conduct. However, an Agency or Activity may not predicate its differentiation of discipline upon conduct which is protected under the Order, i.e., membership in a labor organization. (TVA, A/SLMR No. 509)

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

A/S adopted ALJ's finding that in absence of evidence that the Respondent's "action was based on union membership, or other protected activity," there was insufficient evidence to find violation of Sec. 19(a)(2) of the Order. (Dallas Naval Air Sta., Dallas, Tex., A/SLMR No. 510)

A/S found, in agreement with the ALJ, that the evidence established that Respondent had permitted Complainant employee's activity as a union steward to play a role in its determination of her fitness and/or selection for promotion, or repromotion, and, further, that but for Complainant's activity as a union steward, she would have been selected for repromotion. (Army Infantry Cntr., Civilian Personnel Office, Ft. Benning, Ga., A/SLMR No. 515)

Activity did not violate Sec. 19(a)(2) where evidence failed to establish that failure to promote local union president was grounded on discriminatory considerations. (IRS, Wilmington, Del. Dist., A/SLMR No. 516)

Alleged participation in decertification activity and statements allegedly made to discredit union steward not violative where employee was found not to be a management official. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

Participation by supervisor in decertification activity and failure of Respondent to take affirmative action to disassociate itself from implication that it was lending support to decertification activity by use of its internal mail system, while violative of Sec. 19(a)(1), found not violative of Sec. 19(a)(2) where no discrimination regarding a condition of employment was shown. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

A/S, contrary to ALJ, found discriminatory reporting requirement placed on union steward by her supervisor not violation of Sec. 19(a)(2) of Order where no evidence adduced that she ever had to comply with this requirement. (VA Data Processing Cntr., Austin, Tex., A/SLMR No. 523)

A/S adopted ALJ's finding that there was no evidence that the Respondent denied a promotion to one of its employees because of his union activities. See A/SLMR No. 425. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 525)

35 00 00 UNFAIR LABOR PRACTICES: AGENCY (Cont'd)35 16 00 Section 19(a)(3)

Where it was alleged that Respondent hospital violated Order by granting certain nurses administrative leave to attend a professional workshop conference sponsored by a professional association which is also a labor organization, and evidence established that subject matter of the workshop was strictly professional in nature, and Respondent had not consulted or dealt with the professional association in derogation of its collective bargaining obligations to the Complainant, the A/S agreed with the ALJ that the Respondent did not violate the EO. (VA Hosp., Salisbury, N.C., A/SLMR No. 424)

35 20 00 Section 19(a)(4)

Based on the ALJ's credibility resolutions, the A/S found that Activity did not violate Sec. 19(a)(4) by supervisor's alleged improper statement to employee at meeting between the two. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Based on the ALJ's credibility resolution, the A/S found that Activity did not violate Sec. 19(a)(4) by alleged statements of supervisor and senior employee to employee to the effect that the employee would receive poor evaluation if she voluntarily furloughed herself other than during the prescribed furlough period and would continue to receive poor evaluations if she went to her exclusive representative and grieved. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Where evidence established that employee's temporary assignment was in accord with established policy and based solely on economic considerations, the A/S adopted the ALJ's finding that it was unnecessary to determine whether in processing an agency grievance the employee was engaged in activity protected by the Order, or whether the protection afforded by Sec. 19(a)(4) extended either to giving testimony during the processing of a grievance or the filing of a pre-complaint charge under the Order and dismissed the Sec. 19(a)(4) complaint. (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 446)

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

Where evidence established that employee's temporary assignment was in accord with established policy and was based on economic consideration, and there was an absence of any evidence that the employee's assignment was based on either the employee's having filed grievances and sought union representation, or his having filed a pre-complaint charge, the A/S, noting the absence of exceptions, adopted the ALJ's recommended dismissal of the complaint alleging violation of Sec. 19(a)(4) of the Order. (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 446)

Activity did not violate the Order where a Branch Chief, who was charged with a previous unfair labor practice by the Complainant, did not approve or disapprove requests for training from the Complainant's President, but forwarded the requests to supervisors who subsequently approved them without any unusual delay. (Picatinny Arsenal, Dover, N.J., A/SLMR No. 532)

35 24 00 Section 19(a)(5)

A/S adopted ALJ's finding that proceedings before Agency's Facility Review Board did not constitute a formal discussion within the meaning of Sec. 10(e) and, therefore, the Agency's denial of representation was not violative of the Order. (FAA, Cleveland ARTC Cntr., Oberlin, Ohio, A/SLMR No. 430)

A/S, in agreement with the ALJ, dismissed allegation of violation of Sec. 19(a)(5) concerning the alleged failure of Respondent to afford Complainant opportunity to be present at three meetings of employees to discuss implementation of a mandatory 48-hour workweek. ALJ found unnecessary a determination of whether the meetings were "formal discussions" within meaning of Sec. 10(e), since Complainant was afforded opportunity to be present, and was, in fact, present at one meeting in the person of Complainant's Vice President. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

35 24 00 Section 19(a)(5) (Cont'd)

Respondent Activity fulfilled obligation to meet and confer concerning change in work reporting site where (1) "Memorandum of Understanding" concerning reporting station was only a recording of an employment practice and not a negotiated agreement within the meaning of the Order, and (2) the Respondent discussed the policy change with an open mind with the Complainant-labor organization prior to the change. (Dugway Proving Ground, Army, Dugway, Utah, A/SLMR No. 511)

The Activity violated the EO by its unilateral decision to revoke dues authorization for three employees who had been members of a unit represented exclusively by the Complainant prior to being administratively transferred to a new organizational entity of the Agency, as the A/S found that the three employees were performing the same jobs they had previously performed, in the same work areas, under the same supervision, and at essentially the same rates of pay and schedule of benefits as before their transfer, and thus remained within the unit represented exclusively by the Complainant. Respondent's action, therefore, constituted improper withdrawal of recognition. (AAFES, MacDill AFB Exchange, MacDill AFB, Fla., A/SLMR No. 514)

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

A/S found that Activity violated Sec. 19(a)(6) when it unilaterally terminated meeting with union, based on an alleged impasse with respect to one subject of bargaining and refused to meet and confer on other subjects of bargaining. (Vandenberg AFB, 4392d Aerospace Support Group, Cal., A/SLMR No. 435)

35 28 08 Failure to Meet and Confer Generally

Respondent did not violate Sec. 19(a)(6) by refusing to consult and confer with the Complainant, as the Complainant was not the majority representative of the Respondent's employees, and, as a result, no obligation was imposed by Sec. 19(a)(6) upon the Respondent to consult and confer. (HUD, Area Office, Detroit, Mich., A/SLMR No. 414)

35 28 00 Section 19(a)(6) (Cont'd)35 28 08 Failure to Meet and Confer Generally (Cont'd)

Respondent's attempt to dictate the selection of the Complainant's Chief Representative constituted an attempt to interfere improperly in the internal affairs of the Complainant and an improper refusal to meet and confer with an appropriate representative of the Complainant in violation of Sec. 19(a)(6) of the EO. (IRS, Omaha District Office, A/SLMR No. 417)

Activity did not violate Sec. 19(a)(6) by posting the minutes of a labor-management meeting where the procedure for posting had been established through mutual agreement and past practice. (Naval Air Sta., Fallon, Nev., A/SLMR No. 432)

A/S found that Activity violated Sec. 19(a)(6) when it unilaterally terminated meeting with union, based on an alleged impasse with respect to one subject of bargaining and refused to meet and confer on other subjects of bargaining. (Vandenberg AFB, 4392d Aerospace Support Group, Cal., A/SLMR No. 435)

A/S agreed with the ALJ's finding that no ULP occurred based on allegation that Respondent refused to cooperate in attempts to settle the complaint informally, as a 19(a)(6) charge based on an alleged violation of Sec. 203 of the A/S's Regs. is inappropriate for resolution in an unfair labor practice proceeding. Accord, A/SLMR Nos. 211 and 352. (AAFES, Vandenberg AFB, Cal., A/SLMR No. 437)

A/S, in finding that the Respondent had fulfilled its obligation to meet and confer with Complainants, distinguished National Labor Relations Board, A/SLMR No. 246, noting that in instant case Complainants at no time specifically indicated to Respondent that there was insufficient time to review the draft Average Grade Control Plan and to formulate meaningful comments, or requested additional time in which to do so; nor did Complainants seek to meet and discuss the matter further with Respondent, or offer suggestions or comments to Respondent concerning the Plan subsequent to the notification meeting. (FAA, Nat'l. Aviation Facilities, Experimental Cntr., Atlantic City, N.J., (A/SLMR No. 438)

35 28 00 Section 19(a)(6) (Cont'd)35 28 08 Failure to Meet and Confer Generally (Cont'd)

Activity met its obligations when it negotiated with respect to the issue of uniform wearing by civilian technicians for a year, announced on May 22, 1972, its intention to implement a longstanding regulation with respect to the issue, continued the negotiations, and notified the employees on August 5, 1972, of its intent to implement. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

A/S found no evidence that Respondent refused to meet and confer regarding the arrest of two unit employees for alleged bookmaking, or was ever asked to do so. (VA, Wadsworth Hosp. Cntr., Los Angeles, Cal., A/SLMR No. 449)

Activity's alleged instituting a reduction-in-force (RIF) without prior notice or consultation, not violative of Sec. 19(a)(6), among other things, because (1) Activity played no part in decision to have RIF; (2) when notified of the RIF, Activity's director gave his office instruction that union should be notified; and (3) there is no evidence that Activity ever refused to meet and confer with union concerning RIF or any other subject. (Iowa State Agric. Stabilization and Conservation Service Office, Agric., A/SLMR No. 453)

Where Complainant union's rights as exclusive representative are based on exclusive recognition accorded it by Activity, Respondent Agency was not obligated to meet and confer with Complainant pursuant to Sec. 11(a) of the Order. Therefore, since Respondent Agency was not a party to a bargaining relationship, it did not violate Sec. 19(a)(6) of the Order. (NASA, A/SLMR No. 457)

Where evidence established that (1) no management official of the Activity exercised any supervision or control over Agency representative who conducted meetings with unit employees, and (2) no evidence that Activity refused to meet and confer with union concerning any matters involving personnel policies or practices under its control or direction, Activity did not violate Sec. 19(a)(6) of the Order. (NASA, A/SLMR No. 457)

35 28 00 Section 19(a)(6) (Cont'd)35 28 08 Failure to Meet and Confer Generally (Cont'd)

The FLRC, in FLRC No. 73A-64, set aside the A/S's findings in A/SLMR No. 322 and remanded case to A/S for appropriate action based on its finding that Defense Language Institute Reg. was not applicable uniformly to more than one Activity in that it was not directed to a manager or managers of more than one subordinate Activity, providing guidance concerning matters common to employees of these Activities. Accordingly, Defense Language Institute Reg. may not serve as an appropriate limitation on the scope of the negotiations concerning overseas assignments under Sec. 11(a) of the Order pursuant to its holding in United Federation of College Teachers, Local 1460 and U.S. Merchant Marine Academy, FLRC No. 71A-15.

Pursuant to FLRC No. 73A-64, A/S reversed previous findings in A/SLMR No. 322 and issued revised findings. (Air Force Defense Language Institute, English Language Branch, Lackland AFB, Tex., A/SLMR No. 468)

The A/S adopted the ALJ's conclusion that the Order does not oblige an Agency to include an exclusive bargaining representative in its negotiations with a third party, in this case a food concessionaire, as long as the representative's right to meet and confer with regard to any decision which may impact on working conditions is not infringed upon. (Portsmouth Naval Shipyard, A/SLMR No. 508)

Respondent Activity fulfilled obligation to meet and confer concerning change in work reporting site where (1) "Memorandum of Understanding" concerning reporting station was only a recording of an employment practice and not a negotiated agreement within the meaning of the Order, and (2) the Respondent discussed the policy change with an open mind with the Complainant labor organization prior to the change. (Dugway Proving Ground, Army, Dugway, Utah, A/SLMR No. 511)

35 28 00 Section 19(a)(6) (Cont'd)35 28 08 Failure to Meet and Confer Generally (Cont'd)

The A/S found that the Respondent did not violate Sec. 19(a)(6) by failing to meet and confer with the Complainant on its formula for staffing readjustment as the Respondent was not a party to the bargaining relationship herein and thus had no obligation under the Order to meet and confer with the Complainant, citing NASA, Washington, D.C., A/SLMR No. 457. (FAA, Airways Facilities Sector, San Diego, Cal., A/SLMR No. 533)

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

Activity violated Sec. 19(a)(6) when it failed to meet and confer with the Union as to the procedures management intended to observe in effectuating its decision to reassign employees as a result of a reorganization, and as to the impact of such decision on the employees adversely affected. (Fed. Railroad Adm., A/SLMR No. 418)

A/S, in agreement with ALJ, found that, although Respondent was obliged to meet and confer with Complainants concerning the formulation of and procedures to be utilized in effectuating a plan for the reduction of average grade of employees, and the impact of such plan on unit employers, Respondent did not violate Sec. 19(a)(6) since it fulfilled its obligation in this regard and Complainants failed to avail themselves of this opportunity. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

A/S, in agreement with ALJ, found that Respondent violated Sec. 19(a)(6) by its action in failing to accord Complainant opportunity to be present during certain discussions with an employee which involved, among other things, institution of a departure from the mere review of individual work performance evaluation and entered into matters which had potentially far reaching effects with wider ramifications than

35 28 00 Section 19(a)(6) (Cont'd)35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

the dispute relative to the employee's individual rating. It was noted that the departure involved institution of a new method of evaluation which admittedly would have to be applied to other employees if they so desired. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

The Respondent violated the EO by contracting out certain of its auto repair operations without meeting and conferring in good faith on the impact of the contracting out with the exclusive representative. (AAFES, Pacific Exchange System, Hawaii Regional Exchange, A/SLMR No. 451)

Activity's alleged instituting a reduction-in-force (RIF) without prior notice or consultation not violative of Sec. 19(a)(6), among other things, because (1) Activity played no part in decision to have RIF; (2) when notified of the RIF, Activity's director gave his office instruction that union should be notified; and (3) there is no evidence that Activity ever refused to meet and confer with union concerning RIF or any other subject. (Iowa State Agric. Stabilization and Conservation Service Office, Agric., A/SLMR No. 453)

Activity violated Sec. 19(a)(6) when, although not obligated to meet with union on reclassification decision, it instituted the reclassification without affording union meaningful opportunity to meet and confer on impact of such action on adversely affected unit employees. (AAFES, Pacific Exchange Sys., Hawaii Regional Exchange, A/SLMR No. 454)

The FLRC, in FLRC No. 73A-64, set aside A/S's findings in A/SLMR No. 322 and remanded case to A/S for appropriate action based on its finding that Defense Language Institute Reg. was not applicable uniformly to more than one Activity in that it was not directed to a manager or managers of more

35 28 00 Section 19(a)(6) (Cont'd)35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

than one subordinate Activity, providing guidance concerning matters common to employees of these Activities. Accordingly, DLI Reg. may not serve as an appropriate limitation on the scope of the negotiations concerning overseas assignments under Sec. 11(a) of the Order pursuant to its holding in United Federation of College Teachers, Local 1460 and U.S. Merchant Marine Academy, FLRC No. 71A-15.

Pursuant to FLRC No. 73A-64, A/S reversed previous findings in A/SLMR No. 322 and issued revised findings. (Air Force Defense Language Institute, English Language Branch, Lackland AFB, Tex., A/SLMR No. 468)

Although there was no obligation on Respondent to meet and confer with Complainant on the directive which changed the recruiting obligations of the unit employees, there was an obligation to meet and confer on the procedures relating to the implementation of such change and on the impact of such policy on adversely affected employees. (Pa. Army Nat'l. Guard, A/SLMR No. 475)

Activity violated Sec. 19(a)(1) and (6) by instituting an employee shift change without affording labor organization a reasonable opportunity to meet and confer on the impact of such action on adversely affected unit employees. (Naval Plant Rep. Office, Baltimore, Md., A/SLMR No. 486)

No violation found where Respondent clearly met its obligation to meet and confer regarding the impact and implementation of a change in tours of duty. (IRS, Fresno Service Cntr., A/SLMR No. 489)

Instituting a change in working conditions not to the liking of the Complainant did not violate the Order where the Activity solicited and received input on the proposed change from the Complainant and solicited additional comments prior to final announcement of the change, and

35 28 00 Section 19(a)(6) (Cont'd)35 28 12 Failure to Meet and Confer on Impact or Procedures (Cont'd)

where there was no evidence that the Complainant was intentionally misled or that the Order imposed the obligation that parties must agree on the terms of the change. (HEW, SSA, Western Program Cntr., San Francisco, Cal., A/SLMR No. 501)

The A/S adopted the ALJ's conclusion that the Activity entered a meeting held with all the labor organizations represented at the facility, at which it presented its tentative plans with respect to changes in its food service operations, without having come to any final conclusion in that regard and that it was therefore incumbent upon the Complainant to seek bargaining concerning such proposals or to ask for additional time to consider them. (Portsmouth Naval Shipyard, A/SLMR No. 508)

Activity violated Sec. 19(a)(6) by failing to notify the Complainant labor organization prior to implementing a higher agency directive on career appraisals, thereby failing to afford the Complainant an opportunity to meet and confer on the procedures and impact following from the directive. Activity did not violate the Order by failing to meet and confer on the decision concerning career appraisals inasmuch as this decision was issued by higher agency management in order to achieve uniformity of administration of a subject matter common to many activities. (Hq. Army Armament Com., Rock Island, Ill., A/SLMR No. 527)

35 28 16 Refusal to Allow Formal Discussion Representation

Activity did not violate Sec. 19(a)(6) when it denied employee's request for union representation during "Performance Interview" where it was determined that subject interview was not a formal discussion within meaning of Sec. 10(e) of EO. (HEW, SSA, Great Lakes Program Cntr., A/SLMR No. 419)

35 28 00 Section 19(a)(6) (Cont'd)35 28 16 Refusal to Allow Formal Discussion
Representation (Cont'd)

Activity did not violate Sec. 19(a)(6) when it refused to allow union representation during an alleged "counselling session", as such session did not constitute a "formal" discussion within the meaning of Sec. 10(e) of EO. (IRS, Mid-Atlantic Service Cntr., A/SLMR No. 421)

A/S adopted ALJ's finding that proceedings before Agency's Facility Review Board did not constitute a formal discussion within the meaning of Sec. 10(e) and, therefore, the Agency's denial of representation to the Complainant was not violative of the Order. (FAA, Cleveland ARTC Center, Oberlin, Ohio, A/SLMR No. 430)

A/S, in agreement with ALJ, found that Respondent violated Sec. 19(a)(6) by its action in failing to accord Complainant opportunity to be present during certain discussions with an employee which involved, among other things, institution of a departure from the mere review of individual work performance evaluation and entered into matters which had potentially far-reaching effects with wider ramifications than the dispute relative to the employee's individual rating. It was noted that the departure involved institution of a new method of evaluation which admittedly would have to be applied to other employees if they so desired. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

A/S found, in agreement with ALJ, that a meeting involving Respondent's supervisor and employee concerning a grievance filed by employee constituted a "formal discussion" within meaning of Sec. 10(e) and Respondent's failure to afford Complainant opportunity to be present constituted a violation of Sec. 19(a)(6). (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

35 28 00 Section 19(a)(6) (Cont'd)35 28 16 Refusal to Allow Formal Discussion Representation (Cont'd)

A/S, in agreement with the ALJ, dismissed allegation of violation of Sec. 19(a)(6) concerning the alleged failure of Respondent to afford Complainant opportunity to be present at three meetings of employees to discuss implementation of a mandatory 48-hour workweek. ALJ found unnecessary a determination of whether the meetings were "formal discussions" within meaning of Sec. 10(e), since Complainant was afforded opportunity to be present, and was, in fact, present at one meeting in the person of Complainant's Vice President. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

Contrary to finding by the ALJ, A/S found that a meeting between an employee and her Division Chief was not a "formal discussion" within the meaning of Sec. 10(e), despite the fact that meeting was with employee's fourth-level supervisor, and meeting was an integral and necessary part in taking formal disciplinary action against the employee. A/S noted that subject matter of the meeting related only to the application of Respondent's regulations to an individual employee and that no grievance had been filed. Therefore, denial to Respondent of opportunity to be present did not violate Sec. 19(a)(6) of EO. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 438)

The A/S found that the exclusive bargaining representative has a right, under Sec. 10(e) or the Order, to be represented at meetings concerning implementation of grievance recommendation. The A/S noted that when a grievance is the subject of a formal discussion, the exclusive representative is entitled, under Sec. 10(e)

35 28 00 Section 19(a)(6) (Cont'd)35 28 16 Refusal to Allow Formal Discussion Representation (Cont'd)

of the Order, to be represented, whether or not such grievance might have a general impact on unit employees. (IRS, Pittsburgh Dist., Pa., A/SLMR No. 498)

A/S, in agreement with the ALJ, dismissed 19(a)(1) and (6) complaints based on alleged refusal of complaints examiner, in EEO hearing, to allow Complainant to be represented at hearing in contravention of Sec. 10(e) of Order. Complaint against Respondent Navy dismissed since Navy owed no bargaining obligation to Complainant, and took no part in EEO hearing nor met with any bargaining unit employee about EEO matter. As to Respondent CSC, A/S noted that under "particular circumstances of this case" CSC did not meet definition of "Agency Management" as set forth in Sec. 2(f) of the Order, since CSC was acting under authority of various statutes, Executive Orders and Part 713, Federal Personnel Manual pertaining to EEO matters and, as such, was not subject to jurisdiction or authority of either Respondent Navy or Shipyard. (Navy and U.S. Civil Service Commission, A/SLMR No. 529)

35 28 20 Uncompromising Attitude

A proposal made by the Respondent, which had the effect of leaving the final determination of an issue which was subject to bargaining with the chief official of the Respondent, was a proposal which the Complainant was free to reject and thus, standing alone, it was not violative of the EO. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

Activity did not violate Sec. 19(a)(6) by refusing to bargain separately over an unfair labor practice charge which was concurrently a topic in bargaining negotiations. (Off. of Fed. Highway Projects, Fed. Highway Adm., A/SLMR No. 513)

35 28 00 Section 19(a)(6) (Cont'd)35 28 20 Uncompromising Attitude

Activity did not violate Sec. 19(a)(6) where, in reducing articles to writing, the Activity did not change or renege on articles already agreed upon by the parties and opposed changes in agreed on terms proposed by the Complainant. (Off. of Fed. Highway Projects, Fed. Highway Adm., A/SLMR No. 513)

35 28 24 Dilatory and Evasive Tactics

Activity had not failed to provide its chief negotiator with sufficient bargaining authority as the proposals made by the Complainant went to the question of the Activity's authority under its Agency's regulations and, therefore, it was not improper for the Activity's negotiators to seek time to evaluate and discuss such broad proposals. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

Activity did not violate Sec. 19(a)(6) where the Respondent's chief spokesman left the bargaining table after the conclusion of negotiations and after appointing another in his stead as chief spokesman. (Off. of Fed. Highway Projects, Fed. Highway Adm., A/SLMR No. 513)

Respondent violated Sec. 19(a)(6) of the EO by interpretation of the Department Personnel Manual to establish a dual level of approval for executed agreements and its returning of the agreement to the parties.

In reaching this conclusion, the A/S found that such an interpretation of the Department Personnel Manual was inconsistent with the intent of Sec. 15 of EO and with the Respondent's obligation under Sec. 11(a) of EO to meet at reasonable times and confer in good faith. (Dept. of Agric. and Agric. Research Service, A/SLMR No. 519)

35 28 00 Section 19(a)(6) (Cont'd)35 28 24 Dilatory and Evasive Tactics (Cont'd)

Activity did not violate Sec. 19(a)(6) of the EO by its refusal to submit a signed agreement to the Director of Personnel of the Agency within 30 days from the execution of the agreement by the parties, as required by Agency regulations. (Dept. of Agric. and Agric. Research Service, A/SLMR No. 519)

35 28 28 Unilateral Changes in Terms and Conditions of Employment

Activity's refusal to comply with a binding arbitration award would ordinarily be violation of Sec. 19(a)(6) of Order in circumstances where such party has not availed itself of the right to file exceptions to the award under the Rules and Regs. of the FLRC. (Army, Aberdeen Proving Ground, A/SLMR No. 412)

A/S, in agreement with the ALJ, found that the evidence did not support a finding of a violation of Sec. 19(a)(6) since the fact that the Respondent did not change its practice of freely issuing photo passes to the Complainant's representative until after the effective date of the current agreement did not, without more, support a finding of bad faith bargaining during negotiations. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 415)

Respondent did not violate the Order by withdrawing its agreement with respect to administrative leave and check-off after the parties reached an impasse during negotiations where evidence established administrative leave provision conflicted with the FPM and Sec. 12 of the Order; Respondent acted in good faith throughout negotiations and did all it reasonably could be expected to do to reach a final agreement; Respondent reinstated its agreement on check-off; and Respondent continued its efforts to reach an agreement with the Complainant even after the latter terminated negotiations. (Regional Office, Small Business Adm., Seattle, Wash., A/SLMR No. 423)

35 28 00 Section 19(a)(6) (Cont'd)35 28 28 Unilateral Changes in Terms and Conditions of Employment (Cont'd)

Memoranda issued to New York National Guard employees regarding the use of military forms of address constituted a unilateral change in the working conditions of certain unit employees, as Respondent had tolerated extensive deviations from the requirements of a National Guard Bureau regulation which was interpreted as requiring that the employees use military forms of address while performing in their civilian job status. The A/S agreed with the ALJ's finding that the applicable regulation gave the Activity certain prerogatives, that the Activity was obliged to meet and confer with the Complainant within the boundaries established by the regulation, and its unilateral conduct in changing a working condition which fell within the purview of the applicable regulation which was, in effect, an improper bypass of the exclusive representative. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

Where negotiated grievance procedure provided that grievances relating to satisfactory rating would be processed exclusively through medium of ad hoc board of review or statutory performance board and there was no evidence of a contrary intent by the parties, the A/S found, in agreement with ALJ, that the Respondent's refusal to accede to the Complainant's request to submit a grievance concerning a satisfactory rating to arbitration did not constitute violation of Sec. 19(a)(6) of the Order. (Army Adjutant General Publications Cntr., St. Louis, Mo., A/SLMR No. 455)

A/S adopted ALJ's finding that Respondent was under no obligation to consult and confer prior to instituting a change in a non-negotiable condition of employment, which owes its existence to higher level published policies and regulations that are applicable uniformly to more than one Activity. The A/S noted that the evidence did not establish

35 28 00 Section 19(a)(6) (Cont'd)35 28 28 Unilateral Changes in Terms and Conditions of Employment (Cont'd)

that the application of the Regulation was inconsistent with any of the provisions of the current negotiated agreement. (Army Adjutant General Publications Cntr., St. Louis, Mo., A/SLMR No. 465)

A/S found in accord with Los Angeles Air Route Traffic Control Center, Federal Aviation Administration, A/SLMR No. 283, that the use of Agency bulletin boards and/or Agency facilities for meetings by a bargaining representative is a privilege, not a right, and may be subject to reasonable conditions. However, such privilege, once granted, constitutes a term and condition of employment and may not thereafter be unilaterally conditioned by the Agency. Such action by the Agency is a unilateral change of working conditions in violation of Sec. 19(a)(6). (IRS, Office of the Regional Commissioner, Western Region, A/SLMR No. 473)

Respondent Activity fulfilled obligation to meet and confer concerning change in work reporting site where (1) "Memorandum of Understanding" concerning reporting station was only a recording of an employment practice and not a negotiated agreement within the meaning of the Order; and (2) the Respondent discussed the policy change with an open mind with the Complainant labor organization prior to the change. (Dugway Proving Ground, Army, Dugway, Utah, A/SLMR No. 511)

A/S, in finding a violation of Sec. 19(a)(6), found that an arbitration award established a new term and condition of employment for unit employees, which required both parties to meet and confer if either desired a modification. The fact that the most recent negotiated agreement contained no specific reference to the above-noted term and condition of employment

35 28 00 Section 19(a)(6) (Cont'd)35 28 28 Unilateral Changes in Terms and Conditions of Employment (Cont'd)

was insufficient to establish that the Complainant waived the existing term and condition of employment as a result of the execution of the agreement. (FAA, A/SLMR No. 517)

A/S found that the Respondent's failure to abide by an arbitration award issued under a negotiated grievance procedure to which no exceptions were filed with the FLRC violated Sec. 19(a)(6). See, Department of the Army, Aberdeen Proving Ground, A/SLMR No. 412, FLRC No. 74A-46. (Army, Aberdeen Proving Ground, A/SLMR No. 518)

The evidence failed to establish that the Activity violated Sec. 19(a)(6) of the Order by contracting out work without notifying the exclusive representative in accordance with the negotiated agreement, where it had not done so in the past and the exclusive representative had not complained; where employees of the Activity had not previously been assigned a single work order of such magnitude and where such employees were performing their regular work on a full-time basis; and where there was insufficient evidence to establish that Respondent's interpretation of the negotiated agreement was in bad faith and clearly constituted a unilateral revision of the agreement. (GSA, Region 5, Public Buildings Service, Chicago Field Offices, A/SLMR No. 528)

35 28 32 Bypassing Exclusive Representative

Activity did not violate Sec. 19(a)(6) by posting the minutes of a labor-management meeting where the procedure for posting had been established through mutual agreement and past practice. (Naval Air Sta., Fallon, Nev., A/SLMR No. 432)

35 28 00 Section 19(a)(6) (Cont'd)35 28 32 Bypassing Exclusive Representative (Cont'd)

Activity violated Sec. 19(a)(6) by posting a letter from Activity's Commanding Officer to the Union's President and, additionally, by requiring that employees read and initial the posted letter. (Naval Air Sta., Fallon, Nev., A/SLMR No. 432)

The Respondent failed to fulfill its obligation to meet and confer in good faith when it established unilateral criteria for the discussion of exceptions to the Agency's uniform wearing regulation which went beyond the limits inherent in the regulation. The Respondent could ultimately refuse to accede to the Complainant's position on exceptions to the uniform requirement and the criteria therefor, but it could not limit unilaterally the discussion to its own criteria for exceptions. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

A memoranda issued to New York National Guard employees regarding the use of military forms of address constituted a unilateral change in the working conditions of certain unit employees, as Respondent had tolerated extensive deviations from the requirements of a National Guard Bureau regulation which was interpreted as requiring that the employees use military forms of address while performing in their civilian job status. The A/S agreed with the ALJ's finding that the applicable regulation gave the Activity certain prerogatives, that the Activity was obliged to meet and confer with the Complainant within the boundaries established by the regulation, and its unilateral conduct in changing a working condition which fell within the purview of the applicable regulation was, in effect, a by-pass of the exclusive representative. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

35 28 00 Section 19(a)(6) (Cont'd)35 28 32 Bypassing Exclusive Representative (Cont'd)

A/S adopted ALJ's finding that Complainant failed to meet burden of proof that Activity violated Sec. 19(a)(6) by supervisor's alleged confrontation of employee regarding subject matter of pending grievance while employee was without representation. (IRS, Memphis Service Cntr., Tenn., A/SLMR No. 444)

Respondent's failure to notify exclusive representative of interview meetings between supervisors and employees concerning grievances found by A/S to be contrary to requirements of Sec. 10(e) and therefore violative of Sec. 19(a)(6). (IRS, SE Service Cntr., Chamblee; Ga., A/SLMR No. 448)

A/S found no evidence that Respondent refused to meet and confer regarding the arrest of two unit employees for alleged bookmaking, or was ever asked to do so. (VA, Wadsworth Hosp. Cntr., Los Angeles, Cal., A/SLMR No. 449)

Where Complainant union's rights as exclusive representative are based on exclusive recognition accorded it by Activity, Respondent Agency was not obligated to meet and confer with Complainant pursuant to Sec. 11(a) of the Order. Therefore, since Respondent Agency was not a party to a bargaining relationship, it did not violate Sec. 19(a)(6) of the Order. (NASA, A/SLMR No. 457)

Where evidence established that (1) no management official of the Activity exercised any supervision or control over Agency representative who conducted meetings with unit employees and (2) no evidence that Activity refused to meet and confer with union concerning any matters involving personnel policies or practices under its control or discretion, Activity did not violate Sec. 19(a)(6) of the Order. (NASA, A/SLMR No. 457)

A supervisor's direct communication to employees regarding the positions of the parties as to the status of negotiations found violative. (VA Data Processing Center, Austin, Tex., A/SLMR No. 523)

35 28 00 Section 19(a)(6) (Cont'd)35 28 36 Refusal to Furnish Information

Although Activity failed inadvertently to provide Complainant with its usual written notification of grievance meetings, and refused to supply in writing requested information of efforts to find employee grievant an alternative job based upon health considerations, and also failed to produce medical records of the employee grievant, the A/S found no violation where the evidence did not establish that these actions prejudiced the employee's grievance or disparaged the Union's rights. (Air Force, Vandenberg AFB, Cal., A/SLMR No. 410)

Daily work reports filled out by employee which were referred to and utilized by supervisor in written report of interview which criticized work performance of employee found to constitute relevant and necessary information in connection with determining whether or not to initiate grievances, and refusal of Activity to make such reports available to bargaining representative, upon demand, constitutes violation of Sec. 19(a)(6). (HEW, SSA, Kansas City Payment Cntr, Bur. of Retirement and Survivors Insurance, A/SLMR No. 411)

Failure of Activity to provide, upon demand by bargaining representative, daily work reports filled out by employee which were referred to and utilized by supervisor in written report of interview as basis for critical remarks on work performance of employee found not violative of Sec. 19(a)(6) of Order where evidence showed that employee retained copies of such work reports and bargaining representative could have obtained them from the employee. (HEW, SSA, Kansas City Payment Cntr., Bur. of Retirement and Survivors Insurance, A/SLMR No. 411)

A/S found violation of Sec. 19(a)(6) where Activity failed to supply and/or withheld information from exclusive representative, thereby preventing intelligent representation or bargaining by such representative. The A/S also found that such action fell short of the good faith consultation envisioned by the Order. (Dallas Naval Air Sta., Tex., A/SLMR No. 510)

35 32 00 Section 19(d)

A/S adopted ALJ finding that as issue of alleged "constructive discharge" could have been raised under an appeals procedure, in accordance with Sec. 19(d) of the Order, it may not be raised under Sec. 19. (Navy, Aviation Supply Office, Phila., Pa., A/SLMR No. 434)

A/S adopted ALJ finding that the issue of job content could properly have been raised under Respondent's Job Evaluation Complaint and Appeals Procedure, and therefore, Sec. 19(d) constituted a bar to the proceeding. (Army Tank Automotive Com., Warren, Mich., A/SLMR No. 447)

Issue raised under grievance procedure was not same issue as raised under complaint, the A/S found, contrary to the ALJ's finding that Sec. 19(d) was applicable in his view, because the Complainants had pursued the alleged unfair labor practice through the established grievance procedure. The A/S found that the issue involved in the grievances concerned essentially rights of individual employees under Agency procedure to receive relief from disciplinary action, whereas rights involved in complaint were those of exclusive representative under Sec. 19(e) wherein an exclusive representative must be given the opportunity to be represented at formal discussions concerning grievances. (IRS, SE Service Cntr., Chamblee, Ga., A/SLMR No. 448)

The A/S adopted the ALJ's finding that the Complainant was not precluded from Sec. 19(d) from seeking a remedy by using the unfair labor practice procedures under circumstances where many employees filed individual grievances under the Agency's internal procedure concerning the loss of certain privileges; there is no provision for union grievances under the Agency's internal procedure; and the unfair labor practices alleged dealt with the failure of the Activity to meet and confer with the exclusive representative prior to taking the action which resulted in the loss of the individual employee privileges, as in such circumstances the unfair labor practice spoke to the Complainant's right as an organization to meet and confer, a right which individuals may not claim, rather than individual rights set forth in grievance. (Portsmouth Naval Shipyard, A/SLMR No. 508)

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

A/S adopted findings, conclusions and recommendations of ALJ that Sec. 19(d) precludes A/S from consideration of Sec. 19(a)(1) and (2) complaints by employees who meet definition of "preference eligible employee" contained in Title 5, U.S. Code, Section 7511, since under title 5, U.S. Code, Section 7701, such employees were entitled to appeal any adverse action, including discharge, to the Civil Service Commission. (TVA, A/SLMR No. 509)

A/S held that Sec. 19(d) permits a Complainant to pursue certain matters involving alleged breaches of contracts through the grievance or unfair labor practice route, but if the unfair labor practice route is chosen, the evidence must establish that there was a patent breach of the contract which constituted a unilateral change in its terms. Issues herein involved questions of contract negotiations upon which reasonable people could differ. The evidence was insufficient to conclude that the Activity's interpretation and application of the negotiated contract were not in good faith, but arose out of a simple and sincere disagreement over the proper interpretation and application and therefore, its conduct was not violative of Sec. 19(a) of the Order. (GSA, Region 5, Public Buildings Service, Chicago Field Offices, A/SLMR No. 528)

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40 00 00 UNFAIR LABOR PRACTICES: LABOR ORGANIZATION40 04 00 General

No Entries

40 08 00 Section 19(b)(1)

The request that Complainant cease passing out dues revocation forms made by officials of Respondent union found not to be violative of Order, as a labor organization is entitled to protect itself from acts which threaten its existence as long as such protection does not include threats related to the job or threats of bodily harm. (AFGE, Local 987, A/SLMR No. 420)

In the circumstances of case, statement by union steward that he would "blackball" Complainant if he sought to rejoin union, not found to be violation of Order. (AFGE, Local 987, A/SLMR No. 420)

A/S, in agreement with the ALJ, found that the Respondent Union did not violate Sec. 19(b)(1) of the Order, based on the ALJ's credibility findings that the Respondent's chief steward did not refuse to process the Complainant's grievance, but merely declined to be his representative due to the fact that he was, and had been, representing the other complainant involved in the Complainant's grievance and, in fact, had referred the Complainant to another union steward who was prepared to represent him. In further agreement with the ALJ, the A/S found that there was no evidence to indicate animus on the part of the newly elected slate of the Respondent's officers towards the Complainant, or any other former official of the Respondent. (AFGE, Local 2028, VA Hosp., Pittsburg, Pa., A/SLMR No. 431)

A/S, in agreement with ALJ, dismissed 19(b)(1) complaint, which was based on Respondent's conduct in restricting participation in a reduced air fare program to members of Respondent. In the view of A/S, the evidence failed to establish that Respondent acted inconsistent with its obligation under Sec. 10(e) to represent all employees in the unit without discrimination and without regard to their labor organization membership since the evidence did not establish that Respondent had obtained, by agreement, a term and condition of employment applicable only to members of Respondent. Rather, the evidence disclosed that Respondent merely obtained FAA's acknowledgement that it would not oppose Respondent's efforts to obtain free or reduced air fare arrangements for its members, or consider the taking advantage

40 08 00 Section 19(b)(1) (Cont'd)

of such arrangements to be violative of the FAA's code of ethics. (PATCO-MEBA, Indianapolis, Ind., ARTCC, A/SLMR No. 442)

A/S, in agreement with ALJ, found that the Respondent violated Sec. 19(b)(1) by its steward's conduct of singling out and reporting to the Activity the alleged work performance deficiencies of the Complainants who were not members of the Respondent but who were members of another labor organization, while not raising similar known deficiencies on the part of certain members of the Respondent. (NAGE, Local R14-32, Newburg, Mo., (Ft. Leonard Wood, Mo.), A/SLMR No. 469)

40 12 00 Section 19(b)(2)

A/S, in agreement with ALJ, found that the Respondent violated Sec. 19(b)(2) by its steward's conduct of singling out and reporting to the Activity the alleged work performance deficiencies of the Complainants who were not members of the Respondent but who were members of another labor organization, while not raising similar known deficiencies on the part of certain members of the Respondent. (NAGE, Local R14-32, Newburg, Mo., (Ft. Leonard Wood, Mo.), A/SLMR No. 469)

40 16 00 Section 19(b)(3)

No violation found where evidence insufficient to establish that actions by Respondent's agents were intended to hinder or impede Complainant's work performance. (AFGE, Local 987, A/SLMR No. 420)

40 20 00 Section 19(b)(4)

No Entries

40 24 00 Section 19(b)(5)

No Entries

40 28 00 Section 19(b)(6)

No Entries

40 32 00 Section 19(c)

A labor organization may subject its members to discipline, including expulsion, to protect its existence, if such discipline is carried out in accordance with the labor organization's by-laws and constitution which conform to the requirements of the Order. (AFGE, Local 987, A/SLMR No. 420)

40 32 00 Section 19(c) (Cont'd)

Respondent's denial of reinstatement to membership to applicant on grounds other than those set forth in Sec. 19(c) was violative of Order. However, denial of previous application for readmission by applicant did not violate Order where terms of such application went substantially beyond merely obtaining membership. (AFGE, Local 1857, A/SLMR No. 492)

Respondent labor organization's refusal to reinstate Complainant to membership was violative of Sec. 19(c) as refusal was based on grounds other than failure to meet reasonable occupational standards or failure to tender initiation fees and dues uniformly required for admission and retaining membership. However, denial of Complainant's earlier application for retroactive reinstatement did not violate Sec. 19(c) inasmuch as terms of such application went substantially beyond merely obtaining membership. (AFGE, Local 1857, A/SLMR No. 492)

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

FLRC issued stay of certain paragraphs of order in A/SLMR No. 400. A/S issued supplemental decision ordering Respondent to comply with those portions of order in A/SLMR No. 400 which were not stayed by the FLRC. A/S required notice to all employees be posted in accordance with A/SLMR No. 400, as modified by FLRC decision. (Naval Ordnance Sta., Louisville, Ky., A/SLMR No. 471)

45 08 00 Advice of Compliance

No Entries

45 10 00 Modification to Orders

FLRC issued stay of certain paragraphs of order in A/SLMR No. 400. A/S issued supplemental decision ordering Respondent to comply with those portions of order in A/SLMR No. 400 which were not stayed by the FLRC. A/S required notice to all employees be posted in accordance with A/SLMR No. 400, as modified by FLRC decision. (Naval Ordnance Sta., Louisville, Ky., A/SLMR No. 471)

45 12 00 Remedies for Improper Rules, Regulations and Orders

No Entries

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

Activity ordered to cease and desist from:
 (1) posting letters on bulletin boards relating to meetings pertaining to the collective bargaining relationship between the Activity and the Complainant, and (2) requiring employees to read and initial communications posted on bulletin boards relating to meeting pertaining to the collective bargaining relationship between the Activity and the Complainant. (Naval Air Sta., Fallon, Nev., A/SLMR No. 432)

Activity ordered to cease and desist from refusing the request by any employee in the

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

bargaining unit to be represented by the employees' exclusive representative at any formal discussion between management and the employee convened for the purpose of discussing the implementation of a grievance decision. (IRS, Pittsburgh Dist., Pa., A/SLMR No. 498)

Activity ordered to expunge any reference to union activities from employee's personnel file. (IRS, Wilmington, Del. Dist., A/SLMR No. 516)

45 16 08 Discrimination

In addition to ordering the Activity to cease and desist from conduct violative of Secs. 19(a)(1) and (2) of the Order involving the discharge of a union steward, the A/S ordered the Activity to reimburse the steward (a temporary limited tenure employee) for loss of earnings suffered as a result of her discharge. (Miramar Naval Air Sta., Commissary Store, San Diego, Cal., A/SLMR No. 472)

A/S ordered Activity to offer to all employees found to have been unlawfully locked out and discharged, full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and to make them whole for any loss of pay they may have suffered, by reason of its discrimination, by paying to each employee a sum of money equal to the amount each would have earned as wages from the date of the refusal to permit the employees to return to work to the date of the offer of reinstatement, less any amounts earned through other employment during the above-noted period. (TVA, A/SLMR No. 509)

In view of finding that Respondent had unlawfully denied Complainant a promotion, Respondent must, as part of its affirmative actions to remedy such violation, change Complainant's service computation date as a GS-4, and make her whole for any loss of pay suffered by her by reason of Respondent's failure to promote her on that date. (Army Infantry Center, Civilian Personnel Office, Ft. Benning, Ga., A/SLMR No. 515)

45 16 12 Assisting a Labor Organization

No Entries

45 16 16 Refusal to Accord Appropriate Recognition

The Activity was ordered to cease and desist from refusing to accord appropriate recognition to the exclusive representative of three unit employees whose dues authorization had been revoked subsequent to their transfer to a new organizational entity of the Agency, as they were found to have remained in the unit represented exclusively by the Complainant. (AAFES, MacDill AFB Exchange, MacDill AFB, Fla., A/SLMR No. 514)

45 16 20 Failure to Consult, Confer or Negotiate

Activity ordered to cease and desist from refusing to recognize the Chief Representative designated by the Complainant. (IRS, Omaha District Office, A/SLMR No. 417)

Activity ordered to cease and desist from: (1) posting letters on bulletin boards relating to meetings pertaining to the collective bargaining relationship between the Activity and the Complainant and (2) requiring employees to read and initial communications posted on bulletin boards relating to meetings pertaining to the collective bargaining relationship between the Activity and the Complainant. (Naval Air Sta., Fallon, Nev., A/SLMR No. 432)

A/S disagreed with ALJ's rationale that although Activity committed a "technical violation" of Sec. 19(a)(6), such violation was rendered "moot" by Activity's expressed willingness to return to the bargaining table therefore not requiring remedial order, and issued such an order. (Vandenberg AFB, 4392d Aerospace Support Group, Cal., A/SLMR No. 435)

Activity ordered to cease and desist from failing to notify the exclusive representative concerning changes in the implementation of regulations which require some of its employees to use military forms of address, or other matters affecting the working conditions of employees

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

in the unit, and to afford the exclusive representative the opportunity to meet and confer in good faith on such matters to the extent consonant with law and regulations.

Activity was further ordered to cease and desist from failing to meet and confer in good faith with the exclusive representative with respect to exceptions to an Agency requirement that uniforms will be worn by affected employees, by limiting discussions to its unilaterally established criteria for such exceptions. (N.Y. Army and Air Nat'l. Guard, Albany, N.Y., A/SLMR No. 441)

The Respondent was ordered to cease and desist from failing to notify the exclusive representative with respect to the contracting out of auto repair or other operations, and to afford such representative the opportunity to meet and confer, to the extent consonant with the law and regulations, on the impact such contracting out will have on the unit employees adversely affected. (AAFES, Pacific Exchange System, Hawaii Regional Exchange, A/SLMR No.451)

Activity ordered to cease and desist from unilaterally changing the method or system of selecting employees for overseas duty or assignment without meeting and conferring with the AFGE, the exclusive representative of its unit employees. (Air Force Defense Language Institute, English Language Branch, Lackland AFB, Tex., A/SLMR No. 468)

Activity ordered to cease and desist from conducting formal discussions between management and unit employees, or their representatives, concerning grievances without affording the employees' exclusive representative the opportunity to be represented at such discussions by its own chosen representative. (IRS, Pittsburgh Dist., Pittsburgh, Pa., A/SLMR No. 498)

Activity ordered to cease and desist from requiring two levels of approval of negotiated

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

agreement with each level having the authority to require conformance with applicable laws, policies and regulations. (Dept. of Agric. and Agric. Research Service, A/SLMR No. 519)

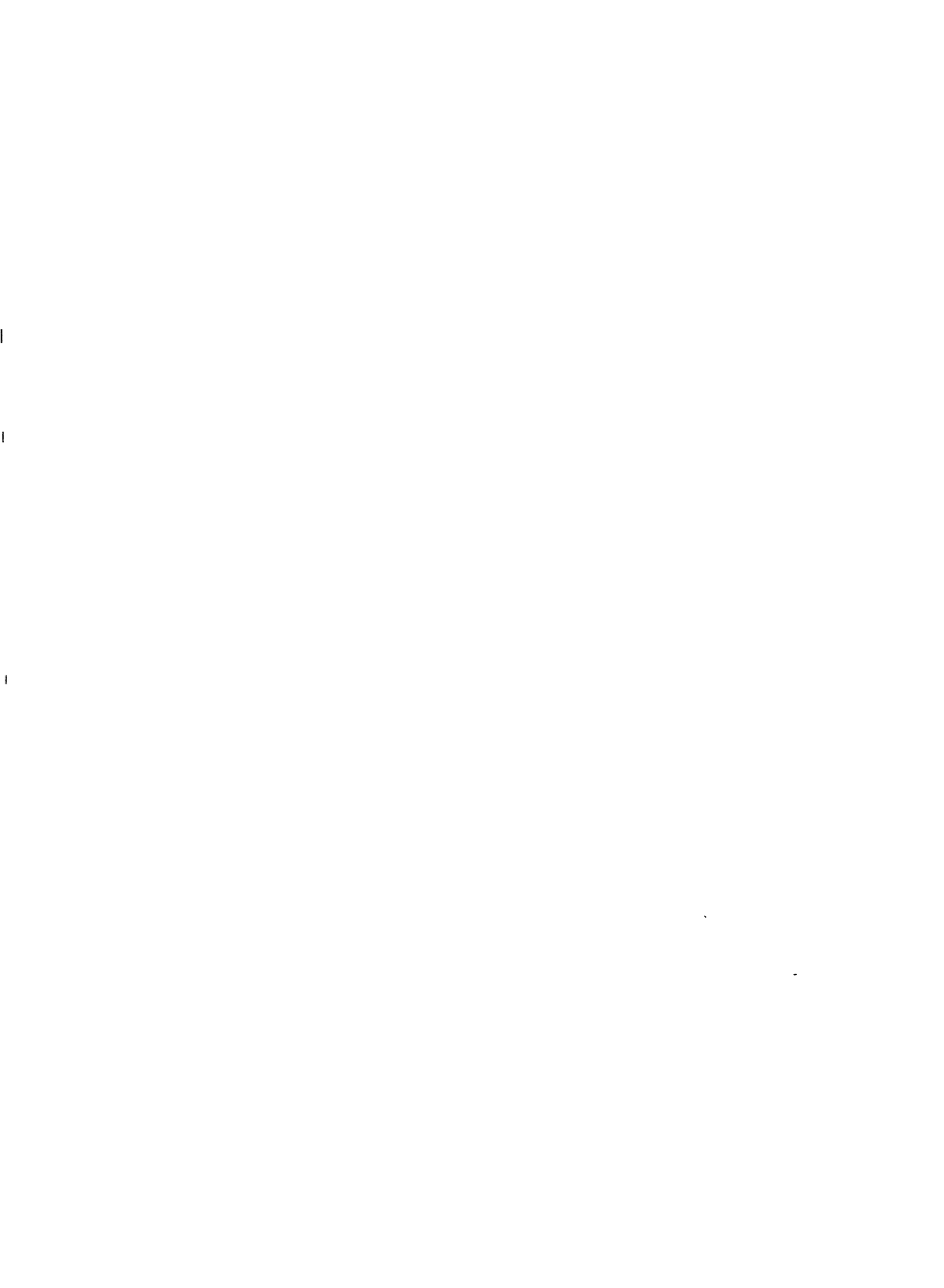
Activity ordered to (1) cease and desist from utilizing or giving effect to any career appraisals of employees represented by the Complainant labor organization issued prior to a labor-management meeting concerning a higher agency directive on appraisal practices; (2) notify the Complainant of any such directives and, upon request, to meet and confer with the Complainant on the procedures and impact of such directives; and (3) rescind all career appraisals issued pursuant to the instant directive prior to the labor-management meeting on the matter. (HQ, Army Armament Com., Rock Island, Ill., A/SLMR No. 527)

45 16 24 Failure to Cooperate

Where the Respondent failed to comply with ALJ's Requests for the Production of Documents and because of such failure to comply the ALJ recommended that the Respondent be required to promote the alleged discriminatee, the A/S concluded that such a remedy was punitive in nature and would not effectuate the purpose and policies of the Order. (Puget Sound Naval Shipyard, Bremerton, Wash., A/SLMR No. 425)

45 20 00 Jurisdictional Questions

No Entries



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

A/S found Respondent to have singled out and reported alleged work deficiencies of employee members of a rival labor organization, and ordered Respondent to cease and desist from interfering with, restraining or coercing employees in the exercise of rights assured by EO. (NAGE, Local R 14-32, Newburg, Mo., (Ft. Leonard Wood, Mo.), A/SLMR No. 469)

50 16 08 Harassment of Employee in Performance of Duties

No Entries

50 16 12 Inducing Management to Coerce an Employee

Having found labor organization to have singled out and reported to management alleged work deficiencies of employee members of a rival organization, A/S ordered union to cease and desist from attempting to induce management to coerce employees because of their membership in rival labor organization, or because of their non-membership in Respondent labor organization. (Local R14-32, Newburg, Mo., (Ft. Leonard Wood, Mo.), A/SLMR No. 469)

50 16 16 Strike Activity

No Entries

50 16 20 Discrimination

A/S ordered Respondent to cease and desist

50 16 20 Discrimination (Cont'd)

from failing to represent fairly and equally the interests of all employees in the bargaining unit, because of their non-membership in Respondent labor organization and/or membership in rival labor organization. (NAGE, Local R14-32, Newburg, Mo., (Ft. Leonard Wood, Mo.), A/SLMR No. 469)

50 16 24 Failure to Consult, Confer or Negotiate

No Entries

50 16 28 Denial of Membership

No Entries

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

No Entries

55 08 00 Procedure55 08 04 Jurisdiction

No Entries

55 08 08 Bill of Rights

No Entries

55 08 12 Elections

A/S adopted recommendation of ALJ that complaint be dismissed, which alleged that election of delegates to AFGE National Convention was in violation of Order. Dismissal based on Stipulation entered into between LMWP Director and AFGE in which, among other things, AFGE agreed to conduct its next regularly scheduled election for District Nine Vice-President with technical assistance of Office of Labor-Management and Welfare-Pension Reports. The Director of LMWP, and AFGE, subsequently advised ALJ that terms of Stipulation had been carried out and requested that complaint be dismissed. (AFGE, Dist. Nine and Director, OLMWP, U.S. Dept. of Labor, A/SLMR No. 427)

55 12 00 Bill of Rights55 12 04 Equal Rights

No Entries

55 12 08 Freedom of Speech

No Entries

55 12 12 Dues, Initiation Fees and Assessments

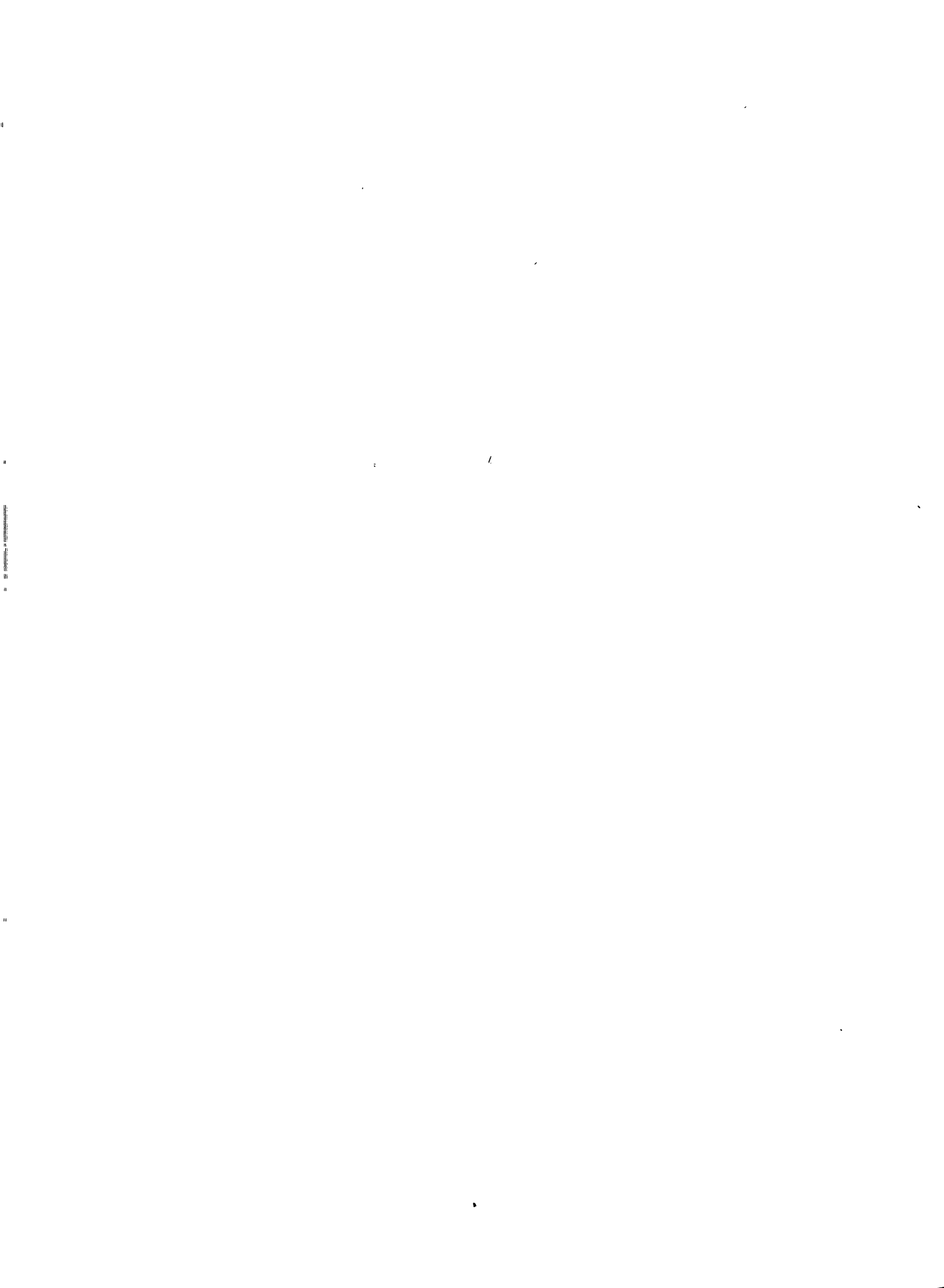
No Entries

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 ARBITRABILITY60 04 00 General

For the purposes of computing the sixty (60) day filing period of an Application for Decision on Grievability or Arbitrability under Sec. 205.2(a) of A/S's Regs., there must be a final written rejection after the arbitration clause is invoked. (R A/S No. 56)

Pursuant to Sec. 6(a)(5) of the Order, A/S is responsible for deciding "questions as to whether a grievance is subject to a negotiated grievance procedure or subject to arbitration under an agreement." Accordingly, where the parties have entered into a settlement agreement which disposes of the grievance, the issue or issues raised by an Application for Decision on Grievability or Arbitrability will be considered to be moot, and the Application will be dismissed. (R A/S No. 57)

60 08 00 13(a)

No Entries

60 12 00 13(b)

No Entries

60 16 00 13(d)

No Entries

60 20 00 13(e)

No Entries

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NUMERICAL TABLE OF DECISIONS
OF THE ASSISTANT SECRETARY OF LABOR
FOR LABOR-MANAGEMENT RELATIONS
JULY 1, 1974 - JUNE 30, 1975

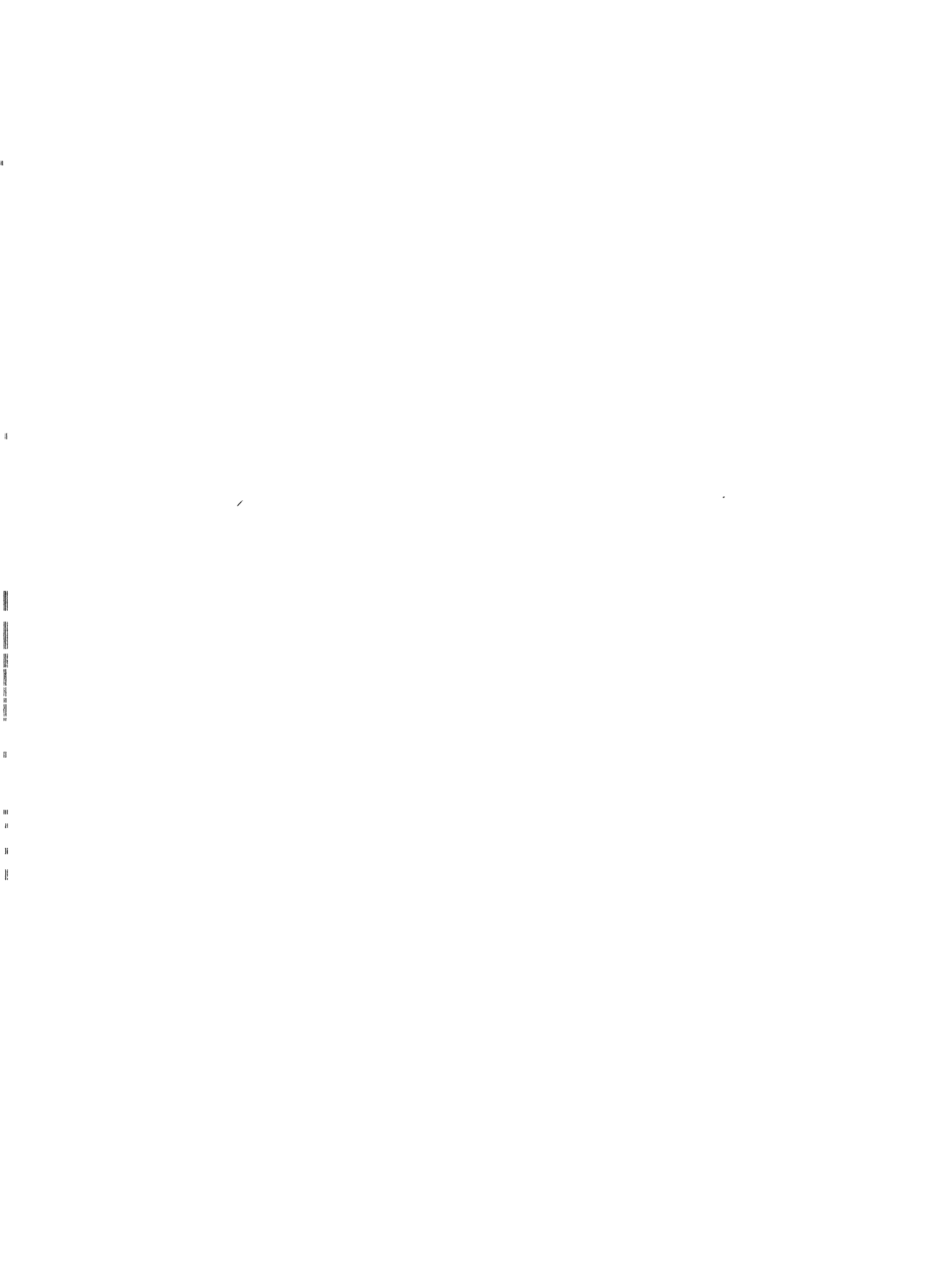


TABLE OF DECISIONS OF THE ASSISTANT SECRETARY

ALPHABETICAL LISTING 1/

TITLE	A/SLMR No(s). <u>2/</u>
Aberdeen Proving Ground, Army, Aberdeen, Maryland	412, 518
Academy of Health Sciences, Army, Ft. Sam Houston, Texas	426
Agricultural Stabilization and Conservation Office, Iowa State	453
Agriculture, Department of	
-- Agricultural Research Service, Philadelphia, Penna.	479
-- Agricultural Research Service, Plum Island Animal Disease Center, New York	428
-- Agricultural Research Service, Washington, D.C.	519
-- Automated Data Systems, Kansas City, Mo.	458
-- State Agricultural Stabilization and Conservation Service Office, Iowa	453
Air Force, Department of	
-- AFRES, 928th Tactical Airlift Group, Chicago, Illinois	480

1/ To facilitate reference, listings 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.

TITLE	A/SLMR No(s).
Air Force, Department of (cont.)	
-- Barksdale Air Force Base, Bossier City, La.	499
-- Davis-Monthan Air Force Base, Arizona	462
-- Defense Language Institute, Lackland Air Force Base, Texas	468
-- Kingsley Field, Klamath Falls, Oregon	443
-- Grand Forks Air Force Base, N.D.	531
-- Lackland Air Force Base, Defense Language Institute, Texas (322, FLRC No. 73A-64, 468)	
-- Mountain Home Air Force Base, Idaho	530
-- Plattsburgh Air Force Base, 380th Combat Support Group, N.Y.	493
-- Vandenberg Air Force Base, Calif.	410
-- Vandenberg Air Force Base, Base Procurement Office, Calif.	485
-- Vandenberg Air Force Base, Calif. 4392d Aerospace Support Group	435
-- Warner Robins Air Material Area, Robins AFB, Ga.	420
-- Webb Air Force Base, Texas	439
-- 380th Combat Support Group Plattsburgh Air Force Base, N.Y.	493
-- 928th Tactical Airlift Group (AFRES), Chicago, Ill.	480
Airways Facilities Sector, FAA, San Diego, Calif.	533

TITLE

A/SLMR No.(s)

American Federation of Government Employees, AFL-CIO	
-- District Nine, Dallas, Texas	427
-- McClellan AFB, North Highlands, Calif.	492
-- National Office and Local 2677	483
Arizona Air National Guard, Phoenix, Ariz.	436
Army, Department of	
-- Aberdeen Proving Ground, Md.	412, 518
-- Academy of Health Sciences, Ft. Sam Houston, Texas	426
-- Adjutant General Publications Center, St. Louis, Mo.	455, 465
-- Armament Command, Rock Island, Ill.	527
-- Camp McCoy, Fifth U.S. Army, Wisc.	500
-- Civilian Appellate Review Agency, Sacramento, Calif.	488
-- Club Management Directorate, TAGCEN, Ft. Meade, Md.	521
-- Commissary Division Office, Military District of Washington, Cameron Station	478
-- Corps of Engineers	
-- Waterways Experiment Station, Vicksburg, Miss.	497
-- Dugway Proving Ground, Utah	511
-- Fifth U.S. Army, Camp McCoy, Wisc.	500
-- Fort	
-- Benning, Infantry Center, Ga.	515
-- Bliss, Officers Club, NAF, Army Air Defense Center, Texas	505

Army, Department of (cont.)

-- Fort (cont.)

-- Meade, Club Management Directorate, TAGCEN	521
-- Sam Houston, Health Services Command, Texas	490
-- Health Services Command, Ft. Sam Houston, Texas	490
-- Infantry Center, Ft. Benning, Ga.	515
-- Military District of Washington, Commissary Division Office, Cameron Station	478
-- Military Traffic Management Command, Western Management Information Systems Office, Oakland, Calif.	503
-- Officers Club, NAF, Army Air Defense Center and Ft. Bliss, Texas	505
-- Picatinny Arsenal, Dover, N.J.	474, 512, 532
-- Tank Automotive Command, Warren, Mich.	447
-- Training and Doctrine Command, HQ, Washington, D.C.	507
-- Western Management Information Systems Office, Military Traffic Management Command, Oakland, Calif.	503
Army and Air Force Exchange Service	
-- MacDill Air Force Base Exchange, Fla.	514
-- Pacific Exchange System, Hawaii Regional Exchange	451, 454
-- Redstone Arsenal, Ala.	491
-- Vandenberg Air Force Base, Calif.	437

TITLE	A/SLMR No(s).
Army and Air National Guard, N.Y.	441
Automated Data Systems, Office of, Department of Agriculture, Kansas City, Mo.	458
Aviation Supply Office, Navy, Philadelphia, Penna.	434
Baltimore, Naval Plant Representative Office, Md.	486
Barksdale Air Force Base, Bossier City, La.	499
Camp McCoy, Fifth U.S. Army, Wisc.	500
Civilian Appellate Review Agency, Army, Sacramento, Calif.	488
Civil Service Commission and Department of Navy, Los Angeles, Calif.	529
Cleveland ARTC Center, FAA	430
Commerce, Department of	
-- National Oceanic & Atmospheric Administration	
-- National Weather Service, Pittsburgh, Penna.	464
Commissary Complex Office, Navy, Long Beach, Calif.	522
Davis-Monthan Air Force Base, Ariz.	462
Defense, Department of	
-- Air Force, Department of (See: Air Force)	
-- Army, Department of (See: Army)	
-- Army and Air Force Exchange System (See: Army and Air Force)	
-- Defense Contract Audit Agency, Chicago Branch Office, Ill.	463

Defense, Department of (cont.)

-- Defense Supply Agency	
-- Defense Contract Administration, Salt Lake City District, Utah	461
-- Defense Contract Administration Services Region	
-- San Francisco, Calif.	461
Defense Language Institute, Air Force, Lackland Air Force Base, Texas	(322, FLRC 73A-64, 461)
Defense Supply Agency (See: Defense, Department of)	
Dugway Proving Ground, Utah	511
Farmers Home Administration, Arkansas	506
Federal Aviation Administration (See: Transportation)	
Federal Deposit Insurance Corp., N.Y.	459
Federal Highway Administration, Office of Federal Highway Projects, Vancouver, Wash.	513
Federal Railroad Administration	418
Federal Supply Service, Region 5, General Services Administration, Chicago, Ill.	526
Fort (See: Army, and Army and Air Force)	
Fresno Service Center, Internal Revenue Service	489
General Services Administration	
-- Region 5, Chicago, Ill.	526, 528
-- Region 7, Ft. Worth, Texas	416
Geological Survey, U.S.	
-- Mid-Continent Mapping Center	495
-- Rolla, Mo.	413, 460

TITLE	A/SLMR No(s).
Grand Forks Air Force Base, N.D.	531
Great Lakes Program Center HEW, Social Security Administration, Chicago, Ill.	419
Hawaii Regional Exchange, Pacific Exchange System, AAFES	454
Health, Education and Welfare, Department of	
-- Public Health Services Hospital	
-- Brighton, Mass.	502
-- Region VIII, Denver, Colo.	476
-- Social Security Administration	
-- Great Lakes Program Center, Chicago, Ill.	419
-- Kansas City Payment Center, Mo.	411
-- Western Program Center San Francisco, Calif.	501
Health Services Command, Army, Ft. Sam Houston, Texas	490
Housing and Urban Development, Department of	
-- Detroit Area Office	414
Interior, Department of	
-- Geological Survey	
-- Mid-Continent Mapping Center	495
-- Rolla, Mo.	413, 460
Internal Revenue Service (See: Treasury)	
Kingsley Field, Air Force, Klamath Falls, Oregon	443

TITLE	A/SLMR No(s).
McClellan Air Force Base, AFGE, North Highlands, Calif.	492
Mid-Atlantic Service Center, Treasury, IRS	421
Mid-Continent Mapping Center, U.S. Geological Survey	495
Military District of Washington, Commissary Division Office, Cameron Station	478
Military Sealift Command, Pacific, Oakland, Calif.	494
Miramar Naval Air Station, Commissary Store, San Diego, Calif.	472
Mountain Home Air Force Base, Idaho	530
National Aeronautics and Space Administration (NASA) Washington, D.C.	457
National Association of Government Employees, Local R14-32, Newburg, Miss.	469
National Aviation Facilities Experimental Center, Atlantic City, N.J.	481, 482
National Guard	
-- New York Army and Air National Guard	441
-- Pennsylvania Army National Guard	475
-- Texas Adjutant General's Department, Austin, Texas	524
National Labor Relations Board	(295, FLRC No. 73A-53, 467)
National Labor Relations Board Region 17	(295, FLRC No. 73A-53, 467)
National Oceanic and Atmospheric Administration (See: Commerce)	
National Science Foundation, Washington, D.C.	487

TITLE	A/SLMR No(s).
National Weather Service, NOAA Dept. of Commerce, Pittsburgh, Penna.	464
Navy, Department of	
-- Aviation Supply Office, Philadelphia, Penna.	434
-- Commissary Complex Office, Long Beach, Calif.	522
-- Department of Navy and Civil Service Commission, Los Angeles, Calif.	529
-- Military Sealift Command, Pacific, Oakland, Calif.	494
-- Naval Air Rework Facility	
-- Jacksonville, Fla.	446
-- Naval Air Station	
-- Belle Chasse, La.	520
-- Dallas, Texas	510
-- Fallon, Nev.	432
-- Miramar, San Diego, Calif.	472
-- Pensacola, Fla.	466
-- San Diego, Calif.	422, 452
-- Naval Education and Training Center, Newport, R.I.	496
-- Naval Education and Training Information Systems Activity, Naval Air Station, Pensacola, Fla.	466
-- Naval Ordnance Station, Louisville, Ky. (400, FLRC No. 74A-54, 440, 471)	
-- Naval Plant Representative Office, Baltimore, Md.	486

TITLE

Navy, Department of (cont.)

-- Pearl Harbor, Naval Station, Hawaii	504
-- Portsmouth Naval Shipyard, N.H.	445, 508
-- Puget Sound Naval Shipyard, Bremerton, Wash.	415, 425, 525
-- San Diego Marine Corps Exchange, San Diego, Calif.	409
New York Army and Air National Guard	441
Office of Economic Opportunity, Region V, Chicago, Ill.	477
Pacific Exchange System, AAFES, Hawaii Regional Exchange	451, 454
PATCO-MEBA, Federal Aviation Administration, Indianapolis, Ind.	442
Pennsylvania Army National Guard	475
Picatinny Arsenal, Dover, N.J.	474, 512, 532
Plum Island Animal Disease Center, Agricultural Research Service, N.Y.	428
Portsmouth Naval Shipyard, N.H.	445, 508
Public Health Service (See: Health, Education and Welfare)	
Puget Sound Naval Shipyard, Bremerton, Wash.	415, 425, 525
Redstone Arsenal, AAFES, Ala.	491
San Diego Marine Corps Exchange, San Diego, Calif.	409
Small Business Administration, Seattle Regional Office, Seattle, Wash.	423

TITLE

A/SLMR No(s).

Social Security Administration
(See: Health, Education and Welfare)

Southeast Service Center,
Internal Revenue Service,
Chamblee, Ga.

448

Tank Automotive Command,
Warren, Mich.

447

Tennessee Valley Authority

509

Texas Adjutant General's Department,
National Guard Bureau,
Austin, Texas

524

Transportation, Department of

-- Federal Aviation Administration

-- Airways Facilities Sector,
San Diego, Calif.

533

-- Atlantic City, N.J.

438

-- Cleveland ARTC Center,
Oberlin, Ohio

430

-- Las Vegas, Nev.

429

-- National Aviation Facilities
Experimental Center,
Atlantic City, N.J.

481, 482

-- PATCO-MEBA, Indianapolis, Ind.

442

-- Southern Region (Ga.)

456

-- Washington, D.C.

517

-- Federal Highway Administration,
Office of Federal Highway Projects,
Vancouver, Wash.

513

Treasury, Department of

-- Internal Revenue Service

-- Fresno Service Center, Calif.

489

Treasury, Department of (cont.)

-- Internal Revenue Service (cont.)

-- Memphis Service Center, Memphis, Tenn.	444
-- Mid-Atlantic Service Center, Phila., Pa.	421
-- Office of the Regional Commissioner, Western Region	473
-- Omaha District Office	417
-- Pittsburgh, Penna.	498
-- Southeast Service Center, Chamblee, Ga.	448
-- Wilmington, Del.	516

Vandenberg Air Force Base, Calif.	410
-----------------------------------	-----

Vandenberg Air Force Base, Calif.

-- Army and Air Force Exchange Service	437
-- Base Procurement Office	485
-- 4392d Aerospace Support Group	435

Veterans Administration

-- Center	
-- Bath, N. Y.	433
-- Biloxi, Miss.	450
-- Data Processing Center, Austin, Tex.	523
-- Department of Data Management, Washington, D.C.	523
-- Hospital	
-- Montrose, N.Y.	470, 484
-- Pittsburgh, Penna.	431

TITLE

A/SLMR No(s).

Veterans Administration (cont.)

-- Hospital (cont.)

-- Wadsworth, Los Angeles, Calif.

449

Waterways Experiment Station, Army Engineers,
Vicksburg, Miss.

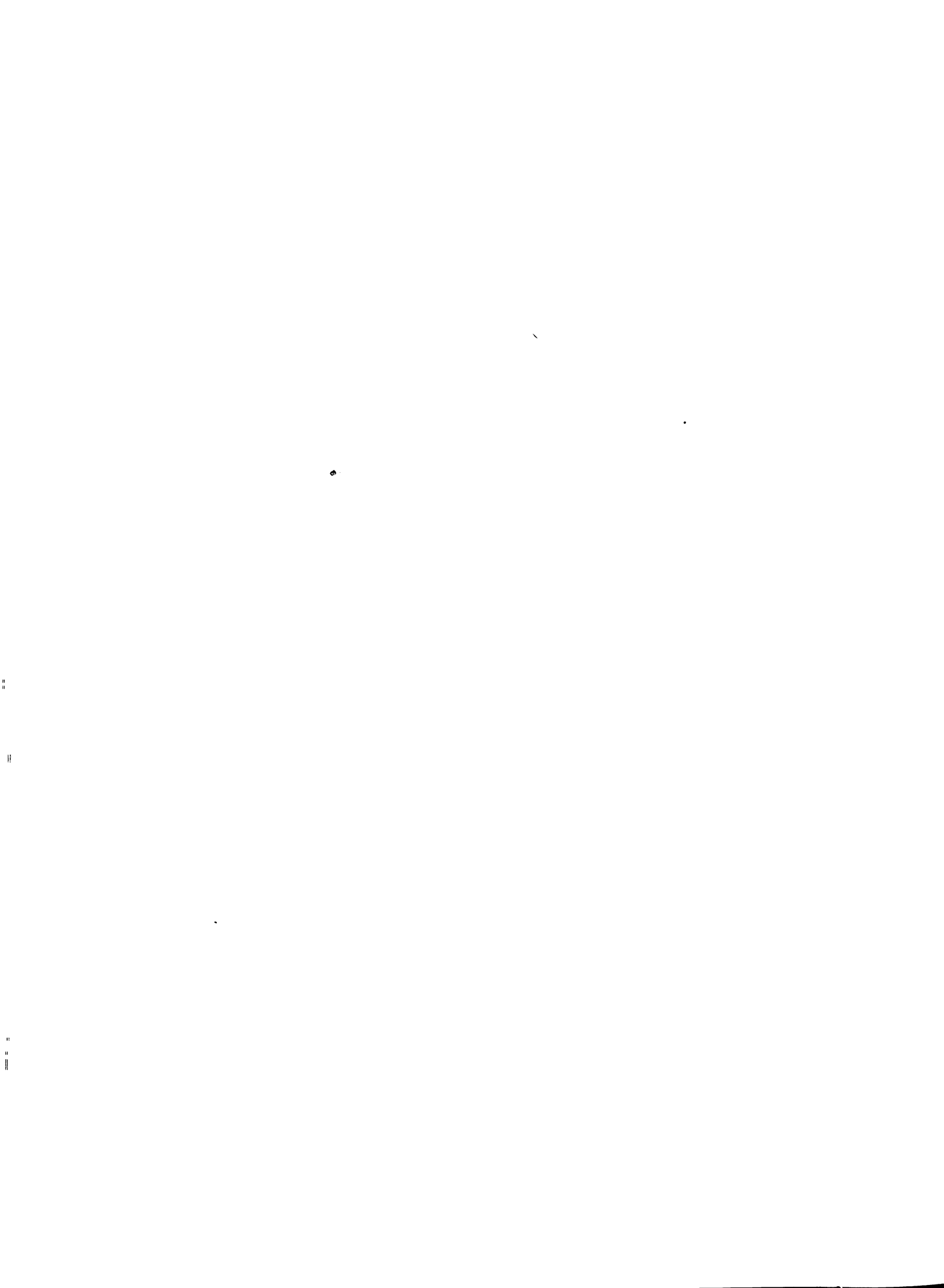
497

Webb Air Force Base, Texas

439

Western Program Center, SSA,
San Francisco, Calif.

501



ALPHABETICAL TABLE OF DECISIONS
OF THE ASSISTANT SECRETARY OF LABOR
FOR LABOR-MANAGEMENT RELATIONS
JULY 1, 1974 - JUNE 30, 1975

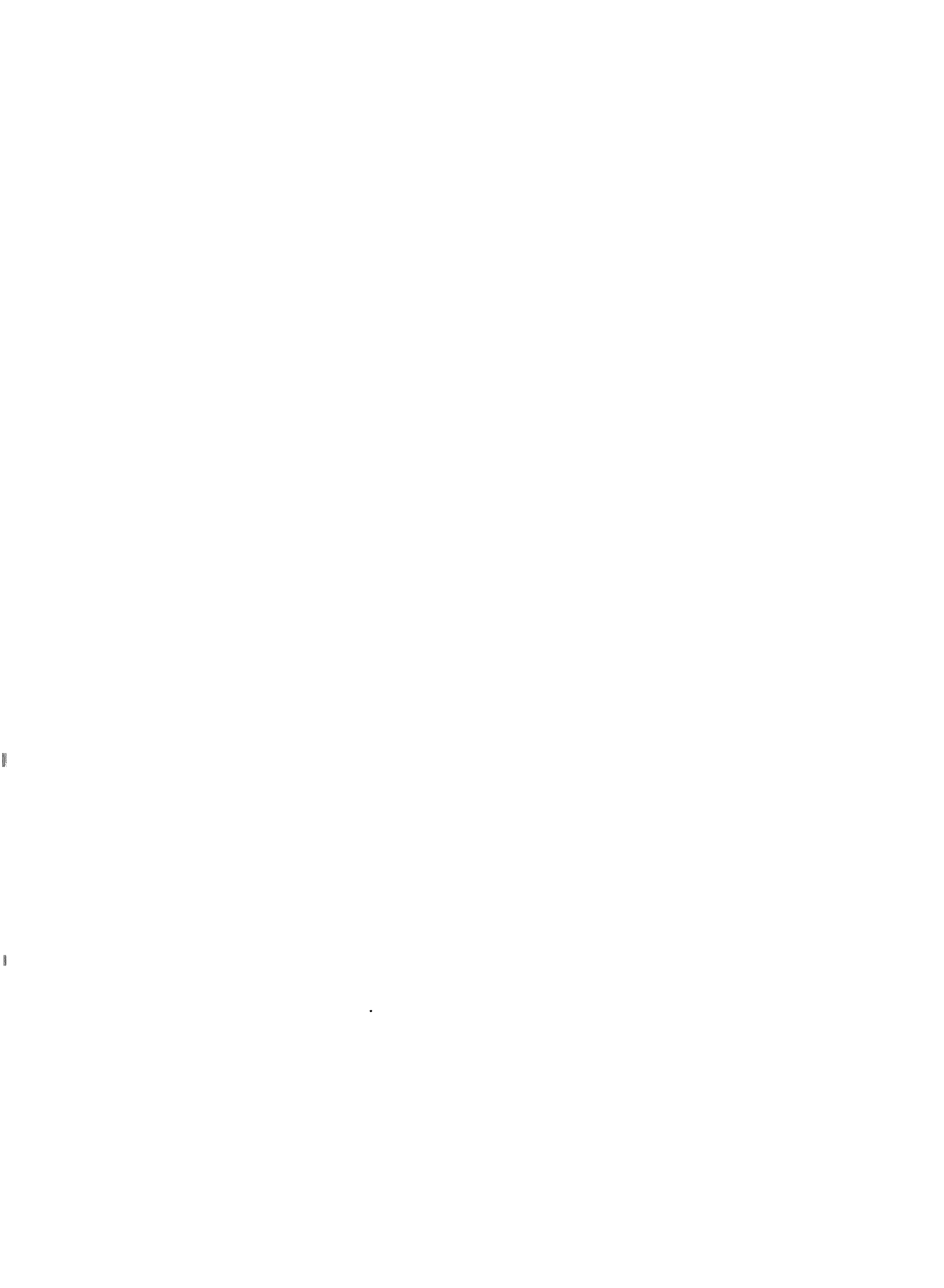


TABLE OF DECISIONS OF THE ASSISTANT SECRETARY

NUMERICAL LISTING, DATES OF ISSUANCE AND SECTIONS OF DIGEST INVOLVED

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u> <u>1/</u>
409. Department of the Navy, San Diego Marine Corps Exch. San Diego, California (7-9-74)	10 04 16; 25 20 00
410. Department of the Air Force, Vandenberg Air Force Base, California (7-9-74)	35 28 36
411. Department of HEW, SSA, Kansas City Payment Center, Missouri (7-10-74)	35 08 04; 35 28 36
412. Department of the Army, Aberdeen Proving Ground, Maryland (7-11-74)	30 32 00; 35 28 36
413. U.S. Geological Survey, Department of the Interior, Rolla, Missouri (7-11-74)	10 04 12; 10 24 12; 10 28 00; 10 32 00; 15 12 00; 15 28 00
414. Department of Housing and Urban Development, Detroit Area Office, Detroit, Michigan (7-12-74)	30 04 00; 30 12 24; 35 28 08
415. Department of the Navy, Puget Sound Naval Shipyard, Bremerton, Washington (7-12-74)	30 28 00; 35 08 04; 35 12 00; 35 28 28
416. General Services Administration, Region 7, Fort Worth, Texas (7-16-74)	35 08 04

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

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
417. Internal Revenue Service, Omaha District Office (7-31-74)	35 04 08; 35 08 04; 35 28 08; 45 16 20
418. Federal Railroad Administration, Washington, D.C. (7-31-74)	35 08 04; 35 28 12
419. Department of HEW, Social Security Administration, Great Lakes Program Center, Chicago (8-1-74)	35 08 04; 35 28 12
420. Warner Robins Air Material Area, Robins AFB, Gerogia (8-1-74)	30 24 00; 40 08 00; 40 16 00; 40 32 00
421. Internal Revenue Service, Mid-Atlantic Service Center (8-26-74)	35 08 04; 35 28 16
422. United States Navy, Naval Air Station (North Island), San Diego, California (8-26-74)	35 08 04; 35 12 00
423. Seattle Regional Office, Small Business Administration, Seattle, Washington (8-26-74)	35 12 00; 35 28 28
424. Veterans Administration Hospital, Salisbury, North Carolina (8-27-74)	35 16 00
425. Puget Sound Naval Shipyard, Department of the Navy, Bremerton, Washington (8-28-74)	05 12 08; 30 12 28; 45 16 24
426. Academy of Health Sciences, United States Army, Fort Sam Houston, Texas (9-4-74)	15 28 00
427. American Federation of Government Employees, District Nine, Dallas, Texas (9-30-74)	55 08 12

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
428. Agricultural Research Service, Plum Island Animal Disease Center, New York (9-30-74)	
429. Department of Transportation, Federal Aviation Administration, Las Vegas, Nevada (9-30-74)	35 08 04
430. Federal Aviation Administration, Cleveland ARTC Center, Oberlin, Ohio (9-30-74)	35 08 04; 35 24 00; 35 28 16
431. Veterans Administration Hospital, Pittsburgh, Pennsylvania (9-30-74)	40 08 00
432. Department of the Navy, Naval Air Station, Fallon, Nevada (9-30-74)	35 08 04; 35 28 08; 35 28 32; 45 16 04; 45 16 20
433. Veterans Administration Center, Bath, New York (9-30-74)	35 08 04; 35 12 00
434. Department of the Navy, Aviation Supply Office, Philadelphia, Pennsylvania (9-30-74)	35 32 00
435. Vandenberg Air Force Base, 4392d Aerospace Support Group, California (9-30-74)	35 08 04; 35 28 04; 35 28 08; 45 16 20
436. Department of the Air Force, Arizona Air National Guard, Phoenix, Arizona (9-30-74)	25 20 00
437. Army & Air Force Exchange Service, Vandenberg Air Force Base, California (9-30-74)	35 08 04; 35 12 00; 35 28 08

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
438. Federal Aviation Administration, Atlantic City, New Jersey (9-30-74)	35 24 00; 35 28 08; 35 28 12; 35 28 16
439. U.S. Air Force, Webb Air Force Base, Texas (9-30-74)	35 12 00
440. U.S. Naval Ordnance Station, Louisville, Kentucky (9-30-74)	35 08 04
441. New York Army & Air National Guard (9-30-74)	30 04 00; 35 08 04; 35 28 08; 35 28 20; 35 28 24; 35 28 28; 35 28 32; 45 16 20
442. Federal Aviation Administration, PATCO-MEBA Indianapolis, Indiana (10-22-74)	40 08 00
443. U.S. Air Force, Kingsley Field, Klamath Falls, Oregon (10-22-74)	35 08 04
444. Internal Revenue Service, Memphis Service Center, Memphis, Tennessee (10-22-74)	35 08 04; 35 12 00; 35 20 00; 35 28 32
445. U.S. Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire (10-22-74)	35 08 04; 35 12 00
446. U.S. Department of the Navy, Naval Air Rework Facility, Jacksonville, Florida (10-22-74)	35 12 00; 35 20 00
447. Department of the Army, U.S. Army Tank Automotive Command, Warren, Michigan (10-31-74)	35 08 04; 35 12 00; 35 32 00

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
448. Internal Revenue Service, Southeast Service Center, Chamblee, Georgia (10-31-74)	35 28 00; 35 32 32
449. Veterans Administration, Wadsworth Hospital, Los Angeles, California (10-31-74)	35 08 04; 35 12 00; 35 28 08; 35 28 32
450. Veterans Administration, Biloxi, Mississippi (10-31-74)	35 08 04; 35 12 00
451. Army and Air Force Exchange Service, Pacific Exchange System, Hawaii (10-31-74)	35 28 12; 45 16 20
452. United States Navy, Naval Air Station (North Island), San Diego, California (11-5-74)	05 08 00; 35 08 04
453. Iowa State Agricultural Stabilization and Conservation Service Office, Department of Agriculture (11-5-74)	35 28 08; 35 28 12
454. Army & Air Force Exchange Service, Pacific Exchange System, Hawaii Regional Exchange (11-26-74)	35 08 00; 35 28 12
455. U.S. Department of Defense, Department of the Army, Army Adjutant General, St. Louis, Missouri (11-26-74)	35 08 04; 35 28 28
456. U.S. Department of Transportation, Federal Aviation Administration, Southern Region (Georgia) (11-26-74)	20 12 44
457. National Aeronautics & Space Administration, Washington, D.C. (11-26-74)	35 08 04; 35 28 08; 35 28 32

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
458. Department of Agriculture, Office of Automated Data Systems, Kansas City, Missouri (11-27-74)	20 04 04; 20 04 08; 20 04 12; 20 08 08; 20 12 08; 20 12 60
459. Federal Deposit Insurance Corp., New York (11-27-74)	20 04 04; 20 12 64
460. U.S. Geological Survey, Department of Interior, Rolla, Missouri (11-27-74)	10 04 12; 10 28 00
461. Defense Supply Agency, Defense Contract Administration Services Region (DCASR) San Francisco, California, Defense Contract Administration Services District (DCASD), Salt Lake City, Utah (11-27-74)	20 04 04; 20 04 08; 20 04 12
462. U.S. Department of the Air Force, Davis-Monthan Air Force Base, Arizona (11-27-74)	10 24 12; 20 16 04
463. Department of Defense, Defense Contract Audit Agency, Chicago Branch Office (12-3-74)	20 12 28; 20 12 44
464. U.S. Department of Commerce, National Oceanic & Atmospheric Administration, Pittsburgh, Pennsylvania (12-3-74)	35 08 04
465. Department of the Army, Department of Defense, Adjutant General Publications Center, St. Louis, Missouri (12-3-74)	35 28 28
466. Naval Education & Training Information Systems Activity, Naval Air Station, Pensacola, Florida (12-4-74)	20 04 04; 20 08 12; 20 08 16; 20 12 60

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
467. National Labor Relations Board, Region 17, and National Labor Relations Board (12-4-74)	30 12 24; 30 32 00
468. Air Force Defense Language Institute, Lackland Air Force Base, Texas (12-4-74)	35 28 08; 35 28 12; 45 16 20
469. National Association of Government Employees, Local R14-32, Newburg, Missouri (12-19-74)	40 08 00; 40 12 00; 50 16 04; 50 16 12; 50 16 20
470. Veterans Administration Hospital, Montrose, New York (12-30-74)	10 04 20; 25 24 00
471. U.S. Department of the Navy, Naval Ordnance Station, Louisville, Kentucky (12-30-74)	45 04 00; 45 10 00
472. Miramar Naval Air Station Commissary Store San Diego, California (1-16-75)	35 08 04; 35 12 00; 45 16 08
473. Internal Revenue Service, Office of the Regional Commissioner, Western Region (1-16-75)	35 08 04; 35 28 28
474. U.S. Department of the Army, Picatinny Arsenal, Dover, New Jersey (1-16-75)	20 04 04
475. Pennsylvania Army National Guard (1-16-75)	35 28 12
476. Department of Health, Education and Welfare, Region VIII, Denver, Colorado (1-31-75)	20 16 04; 20 16 08; 25 20 00

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
477. Office of Economic Opportunity, Region V, Chicago, Illinois (1-31-75)	35 08 04
478. Military District of Washington, Commissary Division Office, Cameron Station (1-31-75)	
479. U.S. Department of Agriculture, Agricultural Research Service, Philadelphia, Pennsylvania (1-31-75)	25 20 00
480. Department of Defense, Department of the Air Force, 928th Tactical Airlift Group (AFRES), Chicago, Illinois (1-31-75)	20 04 04; 20 04 08; 20 04 12
481. U.S. Department of Transportation, Federal Aviation Administration, Aviation Facilities Experimental Center, Atlantic City, New Jersey (1-31-75)	25 24 00
482. U.S. Department of Transportation, Federal Aviation Administration, National Aviation Facilities Experimental Center, Atlantic City, New Jersey (1-31-75)	10 04 08; 10 04 20; 10 24 12; 15 12 00; 20 04 20; 20 12 48; 20 16 28; 25 24 00
483. American Federation of Government Employees, National Office and American Federation of Government Employees, Local 2677 (2-4-75)	30 12 28
484. Veterans Administration Hospital, Montrose, New York (2-4-75)	10 24 12; 20 16 04
485. Department of the Air Force, Base Procurement Office, Vandenberg Air Force Base, California (2-4-75)	35 08 04

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
486. Department of the Navy, Naval Plant Representative Office, Baltimore, Maryland (2-28-75)	35 28 12
487. National Science Foundation, Washington, D.C. (2-28-75)	05 04 00
488. U.S. Army Civilian Appellate Review Agency Sacramento, California (2-28-75)	05 08 00; 35 08 04
489. Internal Revenue Service, Fresno Service Center (2-28-75)	30 12 24; 35 28 12; 35 28 16
490. U.S. Army Health Services Command, Fort Sam Houston, Texas (2-28-75)	20 12 08; 20 12 20; 20 12 64
491. U.S. Army and Air Force Exchange Service, Redstone Arsenal, Alabama (2-28-75)	35 08 04; 35 12 00
492. American Federation of Government Employees - McClellan Air Force Base, North Highlands, California (2-28-75)	40 32 00
493. Plattsburgh Air Force Base, 380th Combat Support Group, Plattsburgh, New York (3-24-75)	35 08 04
494. Department of the Navy, Military Sealift Command, Pacific, Oakland, California (3-27-75)	10 04 16; 20 16 08
495. U.S. Department of Interior, U.S. Geological Survey, Mid-Continent Mapping Center (3-31-75)	20 12 08; 20 12 24
496. Naval Education and Training Center, Newport, Rhode Island (3-31-75)	20 16 28; 25 20 00

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
497. U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi (3-31-75)	
498. U.S. Department of the Treasury, Internal Revenue Service, Pittsburgh, Pennsylvania (3-31-75)	35 08 04; 35 28 16; 45 16 04; 45 16 20
499. Barksdale Air Force Base, Bossier City, Louisiana (3-31-75)	25 20 00
500. Fifth U.S. Army, Camp McCoy, Wisconsin (3-31-75)	20 04 04; 20 04 08; 20 04 12; 20 12 60
501. Department of Health, Education, and Welfare, Social Security Administration, Western Program, San Francisco, California (3-31-75)	35 08 04; 35 28 12
502. U.S. Public Health Hospital, Brighton, Massachusetts (4-28-75)	10 24 12
503. Western Management Information Systems Office, Oakland Army Base, California (4-28-75)	10 28 00
504. U.S. Department of the Navy, Naval Station, Pearl Harbor, Hawaii (4-28-75)	10 24 12
505. Department of Defense, U.S. Army Nonappropriated Fund, Fort Bliss, Texas (4-29-75)	20 04 04; 20 04 08; 20 04 12; 20 12 52
506. Farmers Home Administration, State of Arkansas (4-29-75)	20 04 04; 20 04 08; 20 04 12; 20 12 64
507. Headquarters, U.S. Army Training and Doctrine Command, Washington, D.C. (4-28-75)	10 24 12; 20 16 28

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
508. Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire (4-29-75)	35 28 08; 35 28 12; 35 32 00
509. Tennessee Valley Authority (4-28-75)	05 08 00; 30 16 00; 30 28 00; 35 08 04; 35 12 00; 35 32 00; 45 16 08
510. Dallas Naval Air Station, Dallas, Texas (4-29-75)	35 08 04; 35 12 00; 35 28 36
511. Department of the Army, Dugway Proving Ground, Dugway, Utah (4-30-75)	30 04 00; 35 08 04; 35 24 00; 35 28 08; 35 28 28
512. Department of the Army, Picatinny Arsenal, Dover, New Jersey (5-16-75)	35 08 04
513. Office of Federal Highway Projects, Federal Highway Administration, Department of Transportation, Vancouver, Washington (5-23-75)	35 28 20; 35 28 24
514. Army and Air Force Exchange Service, MacDill Air Force Base Exchange, Florida (5-23-75)	35 08 04; 35 24 00; 45 16 16
515. Department of the Army, U.S. Army Infantry Center, Fort Benning, Georgia (5-23-75)	35 08 04; 35 12 00; 45 16 08
516. Internal Revenue Service, Wilmington, Delaware District (5-23-75)	35 08 04; 35 12 00; 45 16 04
517. Department of Transportation, Federal Aviation Administration, Washington, D.C. (5-30-75)	30 20 00; 30 28 00; 35 08 04; 35 28 28

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
518. Department of the Army, Aberdeen Proving Ground, Maryland (5-30-75)	35 08 04; 35 28 28
519. U.S. Department of Agriculture, Agricultural Research Service, Washington, D.C. (5-30-75)	05 04 00; 35 28 24; 45 16 20
520. U.S. Naval Air Station, New Orleans, Belle Chasse, Louisiana (5-30-75)	10 04 12; 10 12 00; 10 24 12; 10 44 00
521. U.S. Army Club Management Directorate, TAGCEN, Fort Meade, Maryland (6-23-75)	
522. Department of the Navy, Navy Commissary Complex Office, Long Beach, California (6-23-75)	25 20 00
523. Veterans Administration, Veterans Administration Data Processing Center and Veterans Administration, Depart- ment of Data Management, Washington, D.C. (6-24-75)	35 08 04; 35 12 00; 35 28 32
524. National Guard Bureau, Texas Adjutant General's Department, Austin, Texas (6-30-75)	25 20 00
525. Puget Sound Naval Shipyard Bremerton, Washington (6-30-75)	35 12 00
526. General Services Administration, Region 5, Federal Supply Service, Chicago, Illinois (6-30-75)	20 16 04
527. U.S. Army Armament Command, Rock Island, Illinois (6-30-75)	35 28 12; 45 16 20

<u>A/SLMR No., Case Name and Date Issued</u>	<u>Section(s) of Digest Involved</u>
528. General Services Administration, Region 5, Chicago, Illinois (6-30-75)	35 28 28; 35 32 00
529. Department of the Navy and United States Civil Service Commission, Los Angeles, California (6-30-75)	35 28 16
530. U.S. Department of the Air Force, Mountain Home Air Force Base, Idaho (6-30-75)	10 24 12; 20 16 04
531. Department of the Air Force, Grand Forks Air Force Base, North Dakota (6-30-75)	10 24 12; 20 16 04
532. Department of the Army, Picatinny Arsenal, Dover, New Jersey (6-30-75)	35 08 04; 35 20 00
533. Federal Aviation Administration, Airways Facilities Sector, San Diego, California (6-30-75)	35 08 04; 35 28 00

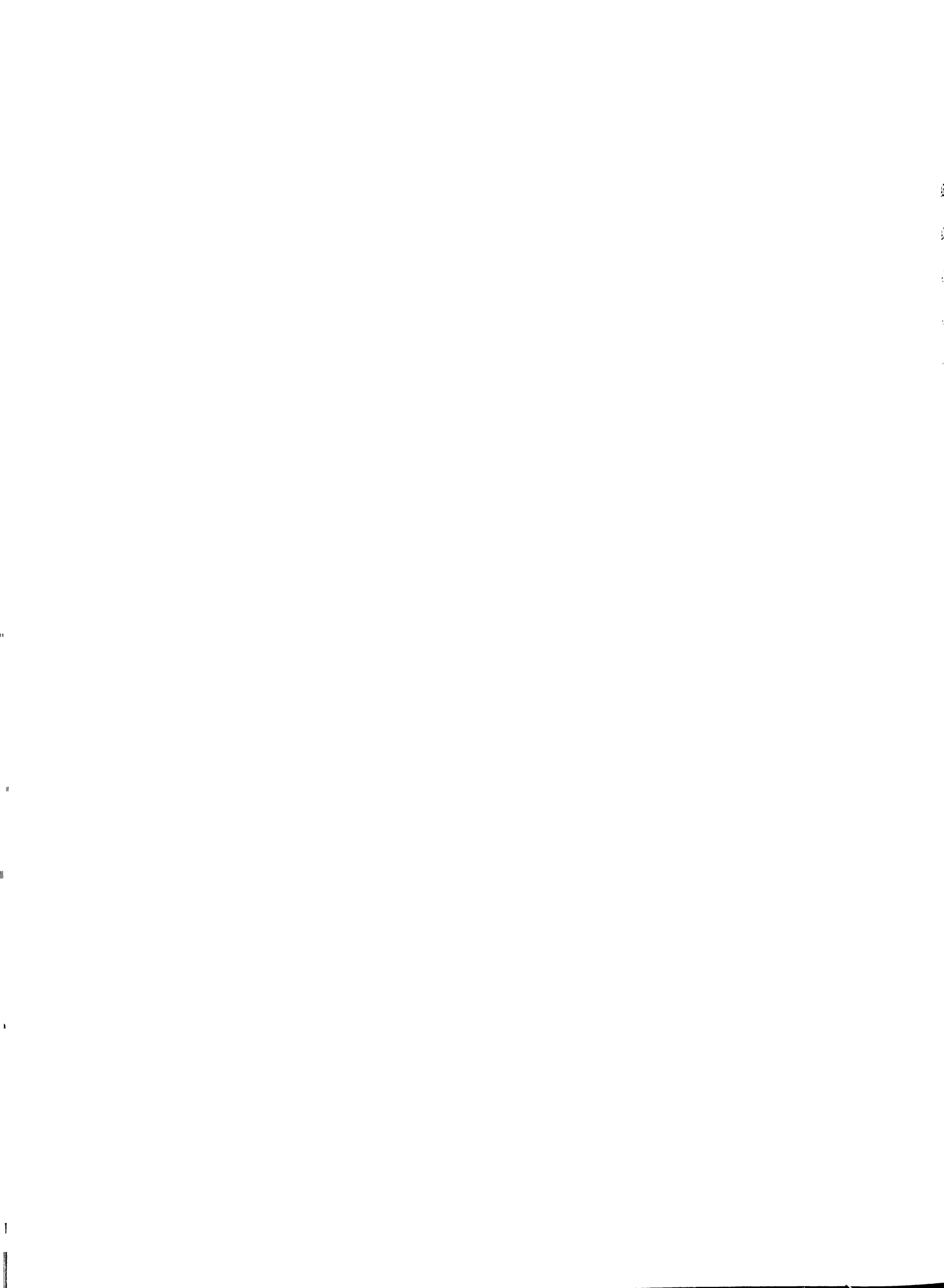
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80
81
82
83
84
85
86
87
88
89
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94
95
96
97
98
99
100

TABLE OF REPORTS ON RULINGS OF THE ASSISTANT SECRETARY 1/

NUMERICAL LISTING, DATES OF ISSUANCE AND SECTIONS OF DIGEST INVOLVED

<u>R A/S No.</u>	<u>Date Issued</u>	<u>Section(s) of Digest Involved</u>
56	10-15-74	60 04 00
57	11-12-74	60 04 00
58	2-10-75	25 08 08; 25 08 12; 25 08 28

1/ Reports on Rulings of the Assistant Secretary (R A/S) are published summaries of significant or precedent setting decisions by the A/S on requests for review of actions taken at the field level. These Reports, originally referred to as Reports on Decisions, but now referred to as Reports on Rulings of the Assistant Secretary, do not identify the parties involved.



INDEX^{1/}

- A -

ABUSE OF ADMINISTRATIVE PROCESS	10 28 00
AC PETITION	10 04 20
ACCESS TO WORK AREAS, CAMPAIGNING	25 08 16; 35 08 00
ACCRETION	20 16 08
ACTIVITY PETITION (RA)	10 04 08
ADDITIONS TO UNIT	20 16 08
ADEQUACY OF	
Record	15 28 00
Showing of Interest	10 16 00; 20 16 08
ADMISSIBILITY OF EVIDENCE AT HEARINGS	05 12 08
ADVICE, ERRONEOUS BY LMSA AGENTS	10 24 12
ADVISORY OPINIONS	05 16 00
AGENCY	
Authority to Exclude Emps from EO	05 08 00
Directives, ULP	35 04 04; 35 08 04
Facilities for Campaigning	25 08 16
Petition (RA)	10 04 08
Regulations Not Binding on A/S	10 04 16; 35 04 04; 25 08 16
Rules on Campaigning	25 08 16

1/ Specific employee classifications or categories, such as "Accountant" or "Temporary Employee," are indexed under "EMPLOYEE CATEGORIES AND CLASSIFICATIONS."

AGENT - PRINCIPAL

55 08 08

AGREEMENT

Accretion	10 24 12
Approval Pending at Higher Agency Level	10 24 12
Bar to Petition	10 24 12
Bar, Unilateral Waiver of	10 24 12
Extension as ULP	35 08 04
Indefinite Duration	10 24 12
Interpretation	30 28 00
Premature Extension	10 24 12
Refusal to Sign	35 28 00
Terminable at Will	10 24 12
Unilateral Termination	35 28 00

AMENDMENT

Certification	10 04 20
Complaint	30 08 00; 30 12 00; 30 16 00
Petition	15 08 08
Recognition	10 04 20

ANTI-UNION LITERATURE

35 08 04; 35 08 08

APPROPRIATE UNIT

20 04 00 to 20 12 00

Accretion	20 16 08
Activity-wide	20 12 08
Agency Regulations Not Binding on A/S	20 04 16

Agency-wide	20 12 04	
Area-wide	20 12 36	
Base-wide	20 12 48	
Branch-wide	20 12 44	
City-wide	20 08 16	
Clarification	25 20 00	
Command-wide	20 12 16	
Community of Interest	20 04 04	
Criteria	20 04 00	
Directorate-wide	20 12 12	
District-wide	20 12 40	
Division-wide	20 12 32	
Effective Dealings	20 04 08	
Efficiency of Operations	20 04 12	
Eligibility	20 16 12	
Extent of Organization	20 04 04	
Field-wide	20 12 24	
Geographic Scope	20 08 00	
Headquarters-wide	20 12 20	
History of Bargaining	20 04 08;	20 12 00
Multi-Installation	20 12 56	
Nation-wide	20 08 08	
Occupational Classifications	20 12 64	
One Employee	05 04 00	
Organizational Scope	20 12 00	

Pattern at Similar Activities	20 12 00	
Previous Certification	20 04 20	
Relevance of Units Elsewhere	15 12 00	
Region-wide	20 12 28	
Residual Employees	20 16 16	
Scope	20 08 00; 20 12 00;	
	20 16 00	
Section-wide	20 12 52	
Self-Determination	20 16 20	
Severance	20 16 04	
Single Employee	05 04 00	
Single Installation	20 12 60	
State-wide	20 08 12	
Stipulations Not Binding on A/S	20 04 16	
Supervisors	10 32 00	
Supervisory Unit	20 16 24	
World-wide	20 08 04	

ARBITRATION

Cancellation as ULP	35 08 04; 35 24 00;	
	35 28 00	
Effect on ULP	30 28 00	

AREA ADMINISTRATOR (AREA DIRECTOR)

Authority for Approval of Consent Agreement	10 40 00	
Withdrawal of Approval of Consent Agreement	10 40 00	

ASSISTANT SECRETARY

Advisory Opinions	05 16 00
Agents as Witnesses	05 12 04
Authority	05 08 00; 55 08 04
Documents at Hearings	05 12 04
Jurisdiction	05 08 00
Role of	05 08 00

ATTORNEYS

Conflict of Interest	10 32 00
----------------------	----------

AUTHORITY OF

Agency	05 08 00; 35 04 04
AA	10 40 00
A/S	05 08 00; 55 08 04
HO	15 04 00
ARD	10 40 00

AUTOMATIC RENEWAL CLAUSE	10 24 12
--------------------------	----------

- B -

BAD FAITH NEGOTIATIONS	35 28 00
BALLOT	See: ELECTIONS
BARGAINING	See: NEGOTIATIONS
BARGAINING HISTORY	20 04 04
BARS TO PETITION	
Agreement	10 24 12

BARS TO PETITION (cont.)

Certification	10 24 08
Election	10 24 04
BILL OF RIGHTS	
Campaigning in Lab Org Officer Election	55 12 08
Candidacy	55 08 12; 55 12 04; 55 12 08
Complaint Dismissal Criteria	55 08 08
Complaint Procedure	55 08 00
Conflict of Interest, Lab Org Employee and Member	55 12 04; 55 12 08
Convention Delegates	55 08 12; 55 12 04
Convention Participation	55 12 04
Delegates, Convention	55 08 12; 55 12 04
Election, Certification of	55 08 12
Employee - Members of Lab Org	55 12 04; 55 12 08
Equal Rights	55 12 04
Exhaustion of Remedies	55 08 08
Free Speech and Assembly	55 12 08
Hearing Requisites	55 08 08
Lab Org Off Election	
Campaigning	55 12 08
Candidacy	55 08 12; 55 12 04; 55 12 08
Violations, Alleged	55 08 12
Membership Meetings	55 12 04

BILL OF RIGHTS (cont.)

Mootness 55 08 08

Officer, Lab Org 55 12 04

Procedure 55 08 08

BINDING AGREEMENTS 10 24 12

BURDEN OF PROOF

Internal Security Exclusions 15 12 00

Objections to Election 25 08 08

Rep Unit Determinations 15 12 00

ULP Cases 30 08 00; 30 12 24
35 12 00

- C -

CAMPAIGN

Lab Org Off Election 55 12 08

Rep Case

Literature 25 08 12; 25 08 16;
25 08 20; 35 08 08

Misrepresentation 25 08 20

Work Hours 25 08 16

CAMPAIGN LITERATURE 25 08 12; 25 08 16;
25 08 20; 35 08 08

CANDIDACY, LAB ORG OFFICER 55 08 12; 55 12 04;
55 12 08

"CARVE-OUT" 20 16 04

CATEGORIES OF EMPS 20 20 00

CEASE AND DESIST ORDERS 45 00 00; 50 00 00

CERTIFICATION

Amendment of 10 04 20
Bar to Petition 10 24 08
Revocation of 25 16 00

CHALLENGES TO

Ballot 25 12 08
Eligibility 25 12 12
Intervention 10 12 00
Showing of Interest 10 16 00
Status as Lab Org 10 20 00
Stipulations 20 12 04
Voter 20 20 00; 25 12 04

CHANGES, NAME OF ACTIVITY OR
REPRESENTATIVE

10 04 20

CHARGE

30 04 00; 30 08 00

CHECKOFF REVOCATION BY ACTIVITY

35 24 00; 35 28 00;
45 04 00

CIVIL SERVICE COMMISSION

EO Sec. 25(a) Responsibilities 10 32 00
Federal Personnel Work 05 08 00; 20 12 00
Guidance 35 04 04

CLARIFICATION OF UNIT

Clarification Determinations 25 20 00
Procedure 10 04 16

CLASSIFICATIONS

See: EMP CATEGORIES AND
CLASSIFICATIONS

COLLATERAL ISSUES

10 16 00

COLLECTIVE BARGAINING	See also: NEGOTIATIONS
History	20 04 08; 20 04 12; 20 16 04
COMMUNITY OF INTEREST	20 04 04
COMPANION CASES	05 20 00; 30 28 00
COMPLAINT	See also: UNFAIR LABOR PRACTICES; STANDARDS OF CONDUCT
Standards of Conduct	55 00 00
Procedure	55 08 00
ULP	30 00 00
Amendment	30 08 00; 30 12 00; 30 16 00
Investigation	30 08 00
Limited to Allegations	30 12 00
Motion to Dismiss	30 04 00
Pre-Complaint Requirements	30 08 00
Requisites	30 04 00
Rulings of ALJs	30 12 04
Timeliness	30 08 00
Violation Not Specifically Alleged	30 12 04
COMPLIANCE WITH DECISION AND ORDER	45 00 00; 50 00 00
COMPOSITION OF UNITS	20 08 00; 20 12 00; 20 16 00
CONCURRENT RELATED CASES	05 20 00; 30 28 00
CONDUCT OF ELECTION	25 08 08
CONFLICT OF INTEREST	
Attorneys	10 32 00

CONFLICT OF INTEREST (cont.)

Employee of Lab Org and Member	55 12 08
Mgt of Lab Org and Fed Employee	10 32 00
Mgt Off and Lab Org Role	10 32 00
CONSENT AGREEMENT	
AA's Authority to Approve	10 40 00
AA's Withdrawal of Approval	10 40 00
Refusal to Sign	10 12 00
CONTINUANCE OF HEARING	15 04 00
CONTRACT BAR	10 24 12
CONVENTION	
Delegates	55 08 12; 55 12 04
Participation	55 12 04
COOPERATION OF PARTIES	15 20 00
COVERAGE OF EO	05 08 00
CRAFT SEVERANCE	20 16 04
CROSS EXAMINATION, FAILURE TO ALLOW	15 12 00
CURRENT REPRESENTATIVE STATUS OF PETITIONER	10 28 00
CU PETITION	10 04 16; 10 24 08

- D -

DECERTIFICATION	10 04 12
DEFINITIONS	See also: EMP CATEGORIES AND CLASSIFICATIONS
Defunctness	05 04 00

DEFINITIONS (cont.)

Lab Org	05 04 00
Management Official	05 04 00
Non-Employee	20 20 00 Vista Volunteers
Professional Employee	05 04 00
Supervisors	05 04 00
Unit	05 04 00
DEFUNCTNESS	05 04 00; 10 24 04; 10 24 12; 10 44 00
DELEGATES, CONVENTION	55 08 12; 55 12 04; 55 12 08
DETERMINATION OF APPROPRIATE UNIT	See: APPROPRIATE UNITS
DILATORY CONDUCT	35 08 04; 35 28 00
DISCLAIMER OF INTEREST	10 04 12
DISMISSAL	See: REP CASES; ULP; STANDARDS OF CONDUCT
DISQUALIFICATION AS LAB ORG	10 20 00
DISTRIBUTION OF LITERATURE	See: CAMPAIGN LITERATURE
DOCUMENTS AT HEARING, LMSA	05 12 04
DR PETITION	10 04 12
DUES CHECKOFF REVOCATION BY ACTIVITY	35 24 00; 35 28 00; 45 16 00
DUTY TO BARGAIN	See: NEGOTIATIONS

- E -

EFFECTIVE DEALINGS	20 04 08
EFFICIENCY OF OPERATIONS	20 04 12

ELECTION BAR TO PETITION

10 24 04

ELECTIONS

See also: CHALLENGES: AND
OBJECTIONS TO ELECTION

Lab Org Officers

Campaigning

55 12 08

Candidacy

55 08 12; 55 12 04;
55 12 08

Complaint Procedure

55 08 12

Representation

Ballot Markings

25 12 08

Campaigning

See: OBJECTIONS TO
ELECTION

Challenges

See: CHALLENGES

Craft Severance

20 16 04; 25 04 16

Decertification

10 04 12

Eligibility

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

Exclusion from Ballot

10 32 00

Mail Ballot

25 08 08; 25 12 08

Position on Ballot

10 12 00

Procedure

25 04 00

Prof Emps

25 04 04

Role of Observers

25 04 12

Refusal to Sign Consent
Agreement

10 12 00

Rerun

25 16 00

ELECTIONS (cont.)

Representation (cont.)

Runoff	25 08 08
Self-Determination	25 08 08
Separate Voting Groups	25 04 00
Severance	20 16 04; 25 04 16
Tally	25 08 08
Tie Vote	25 16 00
Voter Intent	25 12 00
Voting Groups	25 04 00
Voting Procedures	25 04 04

ELIGIBILITY

See also: CHALLENGES; AND
EMP CATEGORIES AND CLASSIFI-
FICATIONS

Seasonal Emps. 20 16 12

EMPLOYEE CATEGORIES AND
CLASSIFICATIONS

Accounting Supv	20 20 00 Supv
Administrative Service Asst.	20 20 00 Supv
Aircraft Instrument Control System Mech (Leader)	20 20 00 Supv
Asst Sect Supv	20 20 00 Supv
Asst Stock Control Supv	20 20 00 Supv
Asst Supv	20 20 00 Supv
Asst Utility Supv	20 20 00 Supv
Business Mgt Analysts	20 20 00 Mgt Off
Cartographic Tech	20 20 00 Supv
Clerk-Typist	20 20 00 Conf Emps

Club Mgt Spec	20 20 00 Mgt Off
Commissioned Bank Examiners	20 20 00 Supv
Computer Oper	20 20 00 Supv
Computer Programmer Team Leader	20 20 00 Supv
Confidential Emps	20 20 00
Firefighters	20 20 00 Guards
Food Act Supv	20 20 00 Supv
General Schedule	20 20 00
Gen Supply Asst	20 20 00 Supv
Guards	20 20 00 , <u>10 32 00</u>
Health Tech	20 20 00 Supv
Loan Spec	20 20 00 Mgt Off
Maintenance Chief	20 20 00 Supv
Mgt Off	20 20 00 Mgt Off Supv
Millwright	20 20 00 Supv
Nonappropriated Fund Emps	20 20 00
Non-Professional Emps	20 20 00 Prof Emps
Non-Project Leaders	20 20 00 Supv
Office Supv	20 20 00 Supv
Physical Science Administrator	20 20 00 Mgt Off
Police	20 20 00 Guards
Procurement Analyst	20 20 00 Mgt Off
Production Controller	20 20 00 Supv
Prof Emps	05 04 00; 20 04 04; 20 20 00; 25 04 04
Program Mgr	20 20 00 Supv
Project Leader	20 20 00 Supv

Purchasing Agent	20 20 00 Supv
Seasonal Emp	20 20 00 Temp Emp
Secretary	20 20 00 Conf Emp
Sect Supv	20 20 00 Supv
Sr Buyer	20 20 00 Supv
Sr Tech	20 20 00 Supv
Sr Utility Man	20 20 00 Supv
Shipping Supv	20 20 00 Supv
Stock Control Supv	20 20 00 Supv
Supervisors	20 20 00 Mgt Off
Supply Tech	20 20 00 Supv
Systems Auditor	20 20 00 Mgt Off, Supv
Team Leader	20 20 00 Supv
Temp Emps	20 20 00
Topographic Field Asst	20 20 00 Temp Emps
Training Tech	20 20 00 Supv
Utility Supv	20 20 00 Supv

EMPLOYEE ORGANIZATION

See: LABOR ORGANIZATION

EMPLOYEE RIGHTS

35 08 00

EMPLOYEE STATUS: EFFECT ON ULP

30 24 00

EQUAL RIGHTS IN LAB ORG

55 12 04

ERRONEOUS ADVICE BY LMSA AGENTS

10 24 12

EVIDENCE

Adequacy of Record

15 28 00; 20 04 16

A/S Documents at Hearings

05 12 04; 30 12 00

A/S Pers as Witnesses

05 12 04

EVIDENCE (cont.)

Burden of Proof	See: BURDEN OF PROOF
Documents of A/S	05 12 04
Exclusion	25 08 08; 15 12 00
Improper Acceptance	30 12 00
Limitations	15 12 00
Materiality	15 12 00
Post-Hearing Submission	15 24 00
Record Sufficiency	20 04 16; 15 28 00
Rejection of Evidence	15 12 00; 15 24 00
Relevance of Evidence	15 12 00; 15 24 00
Reopening Record	15 24 00
EXCLUSIONS FROM APPROPRIATE UNITS	20 20 00
EXCLUSIONS FROM EO COVERAGE	05 08 00
EXCLUSIVE RECOGNITION, WAIVER OF	10 28 00
EXCLUSIVE RECOGNITION UNDER EO 10988	05 08 00
EXCLUSIVE REPRESENTATIVE PETITIONER	10 28 00
EO 10988, TRANSITIONAL PROBLEMS	05 32 00
EO 11491, AND AS AMENDED	
Coverage	05 08 00
Sec. 1(b) Emps Participation in Mgt of Lab Org	10 32 00; 35 08 04
2(b) "Employee"	20 20 00 Vista Volunteers, Commissioned Off Corps, U.S. Public Health Service
2(c) "Supervisor"	30 24 00
2(d) "Guard"	20 04 16

EO 11491, AND AS AMENDED (cont.)

Sec. 2(e)	"Labor Organization:	05 04 00	
2(e)(2)	Status as Lab Org	40 20 00;	50 00 00
3(b)(3)	National Security	05 08 00	
3(b)(4)	Internal Agency Security	05 08 00;	15 12 00
3(d)	Unions of Lab Rel Pers.	10 32 00	
10(b)	Criteria for Appropriate Unit	20 04 00 to	20 20 00
10(b)(1)	"Management Official"; "Supervisor"	20 20 00	
10(b)(2)	Fed Pers Work	20 20 00;	05 08 00
10(b)(3)	Guards	10 32 00;	20 20 00; 20 16 04
10(b)(4)	Prof Emps	20 04 04;	20 20 00; 25 04 04;
10(c)	Non-Guard Union	10 32 00;	20 16 04
11(c)(4)	Negotiability	35 28 00	
13(a)	Grievance Procedures	60 08 00	
13(b)	Arbitration	60 12 00	
13(d)	Question on Grievability or Arbitrability	60 16 00	
13(e)	Conformity of Agreements to EO	60 20 00	
19(a)(1)	Interference by Agency	35 04 04;	35 08 00
19(a)(2)	Discrimination by Agency	35 12 00	
19(a)(3)	Improper Assistance	35 16 00	
19(a)(4)	Discrimination for Complaint, Testimony	35 20 00	
19(a)(5)	Refusal to Grant Recognition	35 24 00	

EO 11491, AND AS AMENDED (cont.)

Sec. 19(a)(6)	Agency Refusal to Confer, Consult, Negotiate	35 28 00	
19(b)(1)	Interference by Lab Org	40 08 00	
19(b)(4)	Strike	40 20 00	
19(b)(6)	Union Refusal to Confer, Consult, Negotiate	40 28 00	
19(d)	Grievance or Appeals Procedure	35 32 00	
20	Use of Official Time	30 04 00;	35 28 00
24(2)	Units of Management Offi- cials or Supervisors	10 32 00	
25(a)	CSC Responsibilities	10 32 00	
EXHAUSTION OF REMEDIES, STANDARDS OF CONDUCT		55 08 08	
EXTENT OF ORGANIZATION		20 04 04	
<u>- F -</u>			
FAILURE TO COOPERATE		15 20 00;	30 12 28
FAILURE TO SERVE DOCUMENTS		05 28 00	
FED PERS WORK		05 08 00	
FIXED TERM AGREEMENT		10 24 12	
FORMAL HEARINGS		See: HEARINGS	
FRAGMENTATION OF UNIT		20 04 08;	20 04 12
FREE SPEECH			
Representation Election		25 08 16	
Lab Org Members		55 12 08	
<u>- G -</u>			
GOOD FAITH		35 28 00	

GRIEVABILITY AND ARBITRABILITY

General 64 04 00

GRIEVANCES

Effect on ULP 30 28 00

Unilateral Adjustment 35 08 04; 35 28 00

GUARDS

20 04 16; 20 16 04;
20 20 00; 10 32 00

Mgt of Non-Guard Lab Org 10 32 00

Qualifications of Lab Org
to Represent 10 32 00

- H -

HANDBILLING

See: CAMPAIGN LITERATURE

HEAD OF AGENCY AUTHORITY TO
EXCLUDE EMPS FROM EO

05 08 00

HE (ALJ) REPORT AND RECOMMENDATIONS
AND EXCEPTIONS

Credibility Resolutions 30 16 00

Objections 25 08 08

ULP 30 16 00

HEARINGS

Acceptance into Evidence 30 16 00

Adequacy of Record 15 28 00; 20 04 16

Admissibility of Evidence 05 12 08

A/S Documents at Hearings 05 12 04

A/S Pers as Witnesses 05 12 04

Authority of HO 15 04 00

Bar to Petition 10 24 00

Burden of Proof See: BURDEN OF PROOF

HEARINGS (cont.)

Collateral Issues	10 16 00
Continuance of Hearing	15 04 00
Cooperation of Parties	15 20 00
Cross Examination, Failure to Allow	15 12 00
Documents	15 12 00
Documents, LMSA	15 12 04
Evidence	See: EVIDENCE
Exclusion of Testimony	25 08 08
Failure to Cooperate	15 20 00; 30 12 28
HE (ALJ) Report, No Exceptions	30 16 00
Inadequate Record	15 28 00; 20 04 16
Location	15 08 04
Materiality	15 12 00
Motions	15 08 00
Non-Cooperation of Parties	15 20 00; 30 12 28
Official Time to Attend	05 08 00; 15 20 00; 35 08 04; 35 28 00
Post-Hearing Submissions	15 24 00
Postponement Motion	15 08 04
Record Sufficiency	15 24 00; 20 04 16
Refusal to Furnish Information to HO	15 20 00
Rejection of Evidence	15 12 00
Relevance of Evidence	15 12 00
Remand	15 28 00
Reopening of Record	15 24 00

HEARINGS (cont.)

Request for LMSA Documents	05 12 04
Request for LMSA Pers as Witnesses	05 12 04
Role of HO	15 04 00
Rulings of ALJs	30 12 04
Showing of Interest Challenge	10 16 00
Stipulated Record	30 20 00
Stipulations	20 04 16; 15 24 00
Submissions after Hearing	15 24 00
Supplemental Briefs	15 24 00
Testimony Exclusion	25 08 08
Time Allowed for Filing Supplemental Briefs	15 24 00
Transcript Correction	15 24 00
Witnesses	15 12 00
LMSA Staff	05 12 04
Official Time	05 08 00; 15 20 00; 35 08 04; 35 28 00
Written Opening Statement	15 12 00
HISTORY OF BARGAINING	10 24 12; 20 04 08
<u>- I, J, K -</u>	
INADEQUATE SHOWING OF INTEREST	See: SHOWING OF INTEREST
INAPPROPRIATE UNIT	20 04 00 to 20 20 00
INCUMBENT LAB ORG PETITIONER	10 28 00
INSTRUCTORS, STATUS AND RIGHTS	30 24 00
INSUFFICIENT RECORD	15 28 00; 20 04 16

INSULATED PERIOD	10 24 12
INSURANCE AS CAMPAIGN BENEFIT	25 08 20; 25 08 24
INTEREST, SHOWING OF	10 16 00; 20 16 08
INTERFERENCE WITH EMPS RIGHTS	35 08 00; 25 08 00
INTERNAL SECURITY OF AGENCY	05 08 00; 15 12 00
INTERVENOR	See: INTERVENTION
INTERVENTION	
Challenge to	
Showing of Interest	10 16 00
Status as Lab Org	10 20 00
Dismissal *	10 12 00
Incumbent Lab Org	10 12 00
Intervenor	10 12 00; 20 24 08; 20 24 12
Notification to Potential Intervenors	10 08 00
Opportunity to Withdraw	20 24 12
Post-Decisional Intervention	20 24 04
Showing of Interest	10 16 00; 20 24 08
Timeliness	10 12 00
INVESTIGATION, ULP COMPLAINTS	30 08 00
JOB CLASSIFICATIONS	See: EMP CATEGORIES AND CLASSIFICATIONS
JURISDICTION OF A/S	55 08 04; 05 08 00

LMSA

Agents

As Witnesses 05 12 04

Erroneous Advice 10 24 12

Documents at Hearing 05 12 04

LABOR ORGANIZATION

Bill of Rights See: BILL OF RIGHTS

Challenge to Status 10 20 00

Definition 05 04 00

Incumbent Lab Org Petitioner 10 28 00

Intervenor See: INTERVENTION

Legislative - Executive Branch
Representation 05 08 00

Management of 10 32 00

Meetings 55 12 04

Officer Elections See: ELECTIONS

Paid Employee-Members 55 12 04; 55 12 08

Qualifications to Represent
Specified Categories of Emps 10 32 00

Remedial Orders Against

Sec. 19(b)(1) 40 08 00

19(b)(4) 40 20 00

19(b)(6) 40 28 00

Standards of Conduct 05 08 00; 05 20 00;
10 20 00; 55 00 00

LABOR ORGANIZATION (cont.)

Status as	10 20 00
ULP	35 00 00; 40 00 00
LEGISLATIVE - EXECUTIVE BRANCH LAB ORG	05 08 00
LITERATURE	See: CAMPAIGN LITERATURE
<u>- M -</u>	
MGT OFF	05 04 00
Conflict of Interest	10 32 00
MARKINGS ON BALLOT	25 12 08
MEMBERSHIP IN A LAB ORG, DENIAL OF	40 32 00
MEMBERSHIP PINS, BUTTONS	35 08 04
MERGER AT ACTIVITY	10 04 08; 10 04 20; 20 16 08
MISREPRESENTATION IN CAMPAIGN	25 08 20
MOONLIGHTERS	20 20 00 Off-Duty Mil Emps
MOOTNESS	
Standards of Conduct	55 08 08
ULP	30 28 00; 35 20 00
MOTIONS	
Amendment of Petition	15 08 08
Dismissal of Petition	15 12 00
For Witnesses and/or Production of Documents	15 12 00
Post-Hearing Submissions	15 24 00

MOTIONS (cont.)

Postponement of Hearing	15 08 04
Reopening of Record	15 24 00
Rep Cases, General	15 08 04
ULP	30 12 00

- N -

NATIONAL GUARD, EO COVERAGE	05 08 00
NLRB DECISIONS, ROLE OF	05 24 00
NATIONAL SECURITY EMPS	05 08 00
NEGOTIABILITY	35 28 00
NEGOTIATIONS	35 28 00
NEW SHOWING OF INTEREST, POST-DECISIONAL	20 24 08
90-60 DAY "OPEN" PERIOD	10 24 12
NO-DISTRIBUTION RULE	35 08 08
NO-SOLICITATION RULE	35 08 12
NON-ACCESS TO WORK AREAS BY NON-EMPS	25 08 16; 35 08 04
NON-COOPERATION OF PARTIES	15 20 00; 30 12 28
NONWORK AREA CAMPAIGNING	35 08 08; 35 08 12
NONWORK TIME CAMPAIGNING	35 08 08; 35 08 12
NOTICES	
Compliance with ULP Decision and Order	45 00 00; 50 00 00
Mailing of ULP Notice	50 00 00
Notice of Petition	10 08 00

NOTICES (cont.)

Post-Hearing Notice of Unit Determination	20 24 04
ULP	45 00 00; 50 00 00
NOTIFICATION OF COMPLIANCE	10 08 00
NOTIFICATION TO POTENTIAL INTERVENORS	45 00 00; 50 00 00
NURSES	20 16 04

- 0 -

OBJECTIONS TO REP ELECTION	25 08 00 (see also : UNFAIR LABOR PRACTICES)
Access to Employees	25 08 16
Activity Facilities	25 08 16
Activity Interference	25 08 16; 25 08 28
Agency Rules on Campaigning	25 08 16
Anit-Union Literature	35 08 04; 35 08 08
Burden of Proof	25 08 08
Campaign Misrepresentation	25 08 20
Challenges, Distinguished from	25 12 12
Conduct of Election	25 08 28
Electioneering	20 16 04
Free Speech	25 08 16
HE (ALJ) Report	25 08 08; 25 08 16
Impact on Election	25 08 12 to 25 08 20; 25 08 08; 25 08 24
Lack of Specificity	25 08 08
Mail Facilities of Activity	20 12 00

OBJECTIONS TO REP ELECTION (cont.)

Non-Employee Access to Activity Premises	25 08 16
Non-Intervening Union	25 08 16
Procedure	25 08 08
Promises of Benefit	25 08 24
Report on Objections, HE (ALJ)	25 08 08; 25 08 16
Runoff Election	25 08 08
Service	05 28 00
Side Agreements	25 08 08
Timeliness	25 08 08
Timing of Objectionable Conduct	25 08 12

OBLIGATIONS OF PARTIES

Availability of Witnesses	15 20 00; 30 08 00; 35 08 04; 35 12 00
Bargaining	See: NEGOTIATIONS
Burden of Proof	See: BURDEN OF PROOF
Cooperation in Proceedings	15 20 00
Furnishing Information	30 08 00
Official Time for Witnesses	15 20 00; 35 08 04; 35 12 00

OCCUPATIONAL HEALTH NURSE	25 04 04; 25 12 08
OFF-DUTY HOURS NEGOTIATIONS	35 28 00
OFF-DUTY MIL EMPS	20 04 16; 20 20 00
OFFICIAL TIME FOR WITNESSES	05 36 00; 15 20 00; 35 08 04; 35 12 00
"OPEN PERIOD"	10 24 12

"OPEN SEASON"	10 24 12
OPPORTUNITY TO WITHDRAW PETITION	20 16 12

- P, Q -

PERS WORK, FED	05 08 00
PETITIONER, STATUS OF	10 28 00
PETITIONS	

AC: Amendment, Recognition or Certification	10 04 20
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Agency Doubt of Representative's Status (RA)	10 04 08
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Amendment	15 08 08
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Clarification of Unit (CU)	10 04 16
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Decertification (DR)	10 04 12
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Dismissal	15 20 00; 20 16 08; 10 16 00; 10 24 00 to 10 36 00
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DR: Decertification	10 04 12
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Opportunity to Withdraw	20 24 12
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Petitioner with Exclusive Recognition	10 28 00
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RA: Agency Doubt of Repre- sentative's Status	10 04 08
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Service	05 28 00
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POSITION ON BALLOT	10 12 00
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POST-DECISIONAL

Intervention	20 24 04
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Notices	20 24 04
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POST-DECISIONAL (cont.)	
Showing of Interest	20 24 08
Withdrawal	20 24 12
POST-HEARING	15 24 00
Rep Cases	15 24 00
ULP	30 16 00
POSTING	See: NOTICES
PRE-COMPLAINT REQUIREMENTS	
Standards of Conduct	55 08 08
ULP	30 04 00; 30 08 00
PREMATURE EXTENSIONS OF AGREEMENT	10 24 12
PREREQUISITES	See: REQUIREMENTS FOR
PRINCIPAL-AGENT	35 08 08
PRIVATE SECTOR LAW, ROLE OF	05 24 00
PROCEDURE	See Specific Captions Such As: ELECTIONS; OBJECTIONS; REP CASES; ULP; STANDARDS OF CONDUCT
PROF EMPS	05 04 00; 25 04 04
PROMISES OF BENEFIT	25 08 24
PROPAGANDA	25 08 12 to 25 08 20; 35 08 08; 25 08 24
QUALIFICATIONS OF LAB ORG TO REPRESENT SPECIFIED CATEGORIES OF EMPS	10 32 00
QUESTIONS CONCERNING BALLOT	25 12 08
	<u>- R -</u>
RA PETITION	10 04 08

RECORD

See: HEARINGS

REFUSAL TO

Bargain	35 28 00
Cooperate	15 20 00; 30 08 00
Sign Consent Agreement	10 12 00

REGULATIONS

Agency Regulations Not Binding on A/S	20 04 16
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REGULATIONS OF A/S

Sec. 202.2(f) Showing of Interest	10 16 00
202.2(g) Status of Lab Org	10 20 00
202.3(b) Certification Bar	10 24 08
202.3(c) Timeliness of Petition	10 24 00
202.3(d) Insulated Period Following Withdrawal, Dismissal	10 24 12
202.3(e) Premature Contract Extension	10 24 12
202.4(b) Notice of Petition	10 08 00
202.4(f), (g) Response to Petition	15 08 04; 15 16 00
202.5 Intervention	20 24 04; 10 12 00
202.6(d) Request for Review Service	05 28 00
202.7(c) Position on Ballot	10 12 00
202.12(k) Continuance of Hearing	15 04 00
202.20(a) Objections: Filing	25 08 08
Service	05 28 00

REGULATIONS OF A/S (cont.)

Sec. 202.20(d)	Objections: Burden of Proof	25 08 08	
203.2	Requirements for Charge	30 04 00;	30 28 00
203.3(e)	Report of Investi- gation	30 08 00	
203.26	Compliance with A/S Order	45 04 00	
204.2(a)(1)	Equal Rights	55 12 04	
204.2(a)(2)	Free Speech and Assembly	55 12 08	
204.2(a)(5)	Disciplinary Action	55 08 08	
204.29	Election of Officers	55 08 12	
204.58	Dismissal of Standards Complaint	55 08 08	
204.63	Complaints, Election of Officers	55 08 12	
205.5(a)	Stipulated Record	30 20 00	
REJECTION OF EVIDENCE		15 12 00	
RELATED CASES, CONCURRENT		05 20 00	
RELEVANCE OF EVIDENCE		15 12 00	
REMAND		15 28 00	
REMEDY: ULP			
Against Agencies		45 00 00;	45 04 00
Against Lab Org		45 08 00	
REORGANIZATION OF ACTIVITY		10 04 08;	10 04 20;
		20 16 28	
REPORT OF INVESTIGATION, ULP		30 08 00	

REPRESENTATION CASES

10 00 00 to 25 00 00
 See also Specific Topics
 Such As: APPROPRIATE
 UNIT; ELECTIONS; HEARINGS;
 OBJECTIONS TO ELECTIONS;
 Etc.

AC Petition	10 04 20
Accretion	20 16 08
Activity Refusal to Respond to Petition	15 16 00
Agency Petition (RA)	10 04 08
Agency Regulations Not Binding on A/S	20 04 16
Agreement Bar	10 24 12
Amendment	
Certification	10 08 20
Petition	15 08 08
Recognition	10 04 20
Appropriate Unit	See: APPROPRIATE UNIT
AA's Action	10 40 00
Burden of Proof	15 12 00
Certification	25 16 00
Amendment	10 04 20
Bar	10 24 08
Challenges	See: CHALLENGES
Clarification of Unit (CU)	25 20 00; 10 04 16
Community of Interest	20 04 04
Concurrent Related Cases	05 20 00
CU Petition	10 04 16

REPRESENTATION CASES (cont.)

Current Representative Status of Petitioner	10 28 00
Decertification	10 04 12
DR Petition	10 04 12
Effective Dealings	20 04 08
Efficiency of Operations	20 04 12
Election Bar to Petition	10 24 04
Eligibility	20 16 12; 20 20 00; 25 12 00
Evidence	15 12 00
Hearing Officer Role	15 04 00
Intervention	20 24 04; 20 24 08; 10 12 00
Lab Org Status	10 20 00
Motions	15 08 00
Notice of	
Petition	20 24 04; 10 08 00
Unit Determination	20 24 04
Objections	See: OBJECTIONS
Obligations of Parties	15 20 00
Opportunity to Withdraw	20 24 12
Petitions, Inconsistent	10 44 00
Petitions, Types	10 04 00
Policy on Consent Agreements	10 40 00; 15 28 00
Post-Hearing Submissions	15 24 00

REPRESENTATION CASES (cont.)

Posting, Notice of

Petition 10 08 00; 20 24 04

Unit Determination 20 24 04

Procedure

Elections 25 00 00

Hearings 15 00 00

Post-Election 25 00 00

Preliminary Stages 10 00 00

Qualifications to Represent
Specified Categories of Employees 10 32 00

RA Petition 10 04 08

Remand 15 28 00

Request for Review Rights 10 36 00

Residual Employees 20 16 16

Self-Determination 20 16 20; 25 04 08

Service of Documents 05 28 00

Severance 20 16 04

Showing of Interest 10 16 00; 20 24 08

Standards of Conduct 05 20 00; 10 20 00

Stipulations of Parties Not
Binding on A/S 20 04 16

Timeliness 10 24 00

ULP Allegations 15 16 00

Unit Determinations 20 00 00

Voting Procedures 25 04 00

REQUEST FOR

Appearance of Witnesses	15 20 00;	35 08 04
Documents	15 12 00	
LMSA Documents	05 12 04	
LMSA Pers as Witnesses	05 12 04	
Witnesses	05 12 00	

REQUEST FOR REVIEW

New Evidence	30 08 00
Objections to Election	25 08 08
Refusal to Dismiss Petition	10 36 00
Service of	05 28 00
Showing of Interest	10 16 00
Status as Lab Org	10 20 00

REQUIREMENTS FOR

Charge	30 04 00
Complaint	30 04 00
Consent Agreement	10 40 00
Intervention	10 12 00
Petition	10 24 00; 10 40 00; 15 08 08; 10 08 00
Unit Determination Hearings	10 40 00

RERUN ELECTION 25 16 00

RESIDUAL UNIT 20 16 16

RESPONSE TO PETITION 15 08 04

REVOCATION OF CERTIFICATION 25 16 00

ROLE OF

Agency Directives, ULP	35 04 04
Agency Head: Exclusion of Emps, EO Coverage	05 08 00
A/S	05 08 00
CSC Guidance	35 04 04
HO	15 04 00
NLRB Decisions	05 24 00
RUNOFF ELECTION	25 08 08

- S -

SECTIONS

EO	See: EXECUTIVE ORDER 11491, AND AS AMENDED
Regulations	See: REGULATIONS OF A/S
SECURITY EMPS	05 08 00
SELF-DETERMINATION ELECTION	
Unit Determination	20 16 20
Voting Procedure	25 04 08
SEPARATE VOTING	25 04 00
SERVICE OF DOCUMENTS	05 28 00; 25 08 08
SEVERANCE	20 16 04
SHAM STIPULATION	20 04 16; 25 12 04; 25 16 00
SHOWING OF INTEREST	
Adequacy	10 16 00; 20 24 08
Agency Mgt, Involvement In	10 16 00

SHOWING OF INTEREST (cont.)

Agreement Bar, Unilateral Waiver of	10 16 00
Challenge at Hearing	10 16 00
Challenge to Intervenor	10 16 00; 20 24 08
Challenge to Petitioner	10 16 00
Inadequate for Larger Unit Found Appropriate	20 24 08
Post-Decisional	20 24 08
Request for Review	10 16 00
Seasonal Industries	10 16 00; 20 24 08
Validity	10 16 00
SICK-OUT	40 20 00; 50 00 00
SIDE AGREEMENTS	
Elections	25 08 08
Negotiations	35 28 00
SINGLE EMPLOYEE UNIT	05 04 00
SOLICITATION OF MEMBERS	35 08 04; 35 08 12
STANDARDS OF CONDUCT	05 08 00; 05 20 00; 10 20 00; 55 00 00 See Also Specific Captions Such As: BILL OF RIGHTS; LAB ORG ELECTIONS; FREE SPEECH
Bill of Rights	55 08 08; 55 12 00
Elections	55 08 12; See Also: ELECTIONS; LAB ORG OFFICERS
Equal Rights	55 12 04
Free Speech and Assembly	55 12 08
Jurisdiction of A/S	55 08 04

STANDARDS OF CONDUCT (cont.)

Procedure	55 08 00
Rep Cases	05 20 00; 10 20 00
STATEMENT OF SERVICE OF DOCUMENTS	05 28 00
STATUS AS LAB ORG	10 20 00
STIPULATED RECORD	30 20 00
STIPULATIONS	30 20 00; 15 24 00
Of Parties Not Binding on A/S	20 04 16
Related to Challenges	25 12 04
Sham	20 04 16; 25 12 04; 25 16 00
STRIKE	40 20 00
SUBMISSIONS AFTER HEARING	15 24 00
SUPERVISORS	05 04 00
SUPERVISORS' UNIT	10 32 00
SUPPLEMENTAL BRIEFS	15 24 00
<u>- T -</u>	
TALLY OF BALLOTS	25 08 08
TELETYPISTS	20 20 00
TEMPORARY EMPS	20 04 16
TERMINAL DATE OF AGREEMENT	10 24 12
TESTIMONY	See: EVIDENCE
TIE VOTE ELECTION	25 16 00
TIMELINESS	
Allegation of ULP Complaint Deficiency	30 08 00

TIMELINESS (cont.)

Complaint	
Standards of Conduct	55 08 08
ULP	30 08 00
Correction of Transcript	15 24 00
Intervention	20 24 04; 10 12 00
Motion to Dismiss ULP Complaint	30 04 00; 30 08 00
New Evidence in Request for Review	30 08 00
Objections to Rep Election	25 08 08
Petition	10 24 00
Showing of Interest	20 24 08; 10 12 00
Withdrawal	20 24 12
TRADE UNION	See: LAB ORG
TRANSCRIPT	See: HEARING
TRANSITIONAL PROBLEMS	05 32 00
	<u>- U -</u>
UNDERMINING REPRESENTATIVE	35 28 00
UNFAIR LABOR PRACTICES	30 00 00 to 45 00 00; See Also Specific Topics Such As: COMPLAINT, ULP; EVIDENCE; HEARINGS; OBJECTIONS TO ELECTIONS
Agency	
Access to Agency Facilities by Non-Intervenor	35 08 12
Directives	35 04 04
ULP	35 00 00

UNFAIR LABOR PRACTICES (cont.)

Agreement

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

UNFAIR LABOR PRACTICES (cont.)

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

UNFAIR LABOR PRACTICES (cont.)

Interference (cont.)

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

UNFAIR LABOR PRACTICES (cont.)

Procedure (cont.)

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

UNFAIR LABOR PRACTICES (cont.)

Unilateral Action	35 08 04; 35 28 00
Union ULP	40 00 00
Unit Appropriateness	35 28 00
Waiver of EO Rights	35 04 08
Work Stoppage	40 20 00
UNILATERAL ACTION	35 28 00
UNION	See: LAB ORG
UNIT	See: APPROPRIATE UNIT
<u>- V-Z -</u>	
VALIDITY OF SHOWING OF INTEREST	10 16 00
VOTER	20 16 12
Eligibility	20 20 00; 25 12 00
Intent	25 12 08
Prof Emps	25 04 04
Self-Determination	25 04 08
VOTING GROUPS	25 04 00
WAIVER OF	
Agreement Bar Rule	10 24 12
Challenge to Intervention	25 08 08
EO Rights	35 04 08
Exclusive Recognition	10 28 00
WITHDRAWAL OPPORTUNITY	20 16 12

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

