

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM

DATE: March 3, 1997

TO: The Federal Labor Relations Authority

FROM: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

SUBJECT: GENERAL SERVICES ADMINISTRATION,
REGION 2, NEW YORK, NEW YORK

Respondent

and

Case No. BN-CA-60463

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO, LOCAL 2431

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

GENERAL SERVICES ADMINISTRATION, REGION 2, NEW YORK, NEW YORK Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2431 Charging Party	Case No. BN-CA-60463

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.26(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.26(c) through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before APRIL 2, 1997, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

SAMUEL A. CHAITOVITZ
Chief Administrative Law

Judge

Dated: March 3, 1997
Washington, DC

**UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424-0001**

GENERAL SERVICES ADMINISTRATION, REGION 2, NEW YORK, NEW YORK Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2431 Charging Party	Case No. BN-CA-60463

Sharon J. Pomeranz, Esq.
Renn C. Fowler, Esq.
For the Respondent

Gerard M. Greene, Esq.
For the General Counsel
of the FLRA

Larry Tomscha
For the Charging Party

Before: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code, 5 U.S.C. § 7101, *et seq.* (Statute), and the Rules and Regulations of the Federal Labor Relations Authority (FLRA or Authority), 5 C.F.R. § 2411, *et seq.*

Based upon an unfair labor practice charge filed by the Charging Party, American Federation of Government Employees, AFL-CIO, Local 2431 (AFGE Local 2431 or Union), a Complaint and Notice of Hearing was issued on behalf of the General Counsel (GC) of the FLRA by the Regional Director for the Boston Region of the FLRA. The complaint alleges that General Services Administration (GSA), Region 2, New York,

New York (GSA Region 2) violated section 7116(a)(1) and (8) of the Statute by failing to comply with the requirements of section 7114(a)(2)(A) of the Statute by holding a formal discussion with a bargaining unit employee on February 5, 1996, without notifying the Union and providing it with the opportunity to be represented at the discussion. GSA Region 2 filed an Answer denying it had violated the Statute.

A hearing was held in New York City, New York, at which all parties were afforded a full opportunity to be represented, to be heard, to examine and cross-examine witnesses, and to introduce evidence. GSA Region 2 and the GC of the FLRA filed post hearing briefs, which have been carefully considered.

Based upon the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions and recommendations.

Findings of Fact

A. Background

GSA Region 2 is an agency within the meaning of section 7103(a)(3) of the Statute and is located in New York City. AFGE Local 2431 is a labor organization and is the collective bargaining representative of GSA Region 2's employees.

B. The Discussion

In early 1996, Joan Hoffer, then GSA Region 2's Assistant Regional Council was preparing for a grievance arbitration scheduled for February 14, 1996. The grievance involved a performance rating of Mary Meder, a contract specialist.

As part of her preparation Hoffer telephoned David J. McDonald, a Contract Specialist Team Leader, at his work place to set up a meeting to discuss McDonald's testimony for the scheduled arbitration. They scheduled the meeting for several days later.

On February 5, 1996, as scheduled, McDonald and Hoffer met in the office of the Regional Council. The meeting lasted in excess of two hours. McDonald told Hoffer that McDonald was a supervisor because he was a Contracting Officer Team Leader. They then discussed two contracts

1

Sometimes referred to in the record as the General Counsel.

Meder had handled in 1994 and the way Meder handled them. McDonald and Hoffer took notes at the meeting. Hoffer advised McDonald that he might be called to testify at the arbitration hearing and that he should be available the first two weeks of February.

AFGE Local 2431 was not notified of, or given an opportunity to be represented at, the February 5, meeting.

C. David J. McDonald's Duties

1. McDonald's Position Descriptions

McDonald's Standard Form 50-B "Notification of Personnel Action" (SF 50) showed that McDonald was reassigned to the position "Contract Specialist 320T814001" at the GS 12 level, the full performance level, effective July 23, 1995. The same SF 50 indicated that the position was in the bargaining unit represented by AFGE Local 2431. This is apparently the position McDonald occupied during the February 5, 1996, meeting. The Position Description (PD) for this job indicated it was neither supervisory nor managerial. The PD titled the position "Contract Specialist (Team Leader)-GS-1102-12." This PD states that the incumbent was responsible for overseeing the efforts of the team, coordinating the team members, distributing and balancing the workload, monitoring work in process and assuring timely accomplishment of the work, and reporting on team members progress and performance to the supervisor and participating in the employees evaluation. The PD also states that the incumbent shall participate in interviewing candidates for team positions, identify team members' training needs, recommend approval and disapproval of leave requests to the supervisor, and approve leave requests not to exceed one week.

There is another SF 50 with an effective date of February 4, 1996, and an approval date of February 7, 1996. This involved a reassignment to a Contract Specialist position, 320M078030, GS 12. The position description for this job does not contain any indication the incumbent was to be team leader.

There is no dispute that at the time of the February 5, 1996 meeting McDonald was a team leader.

2. McDonald's Duties, As Performed

McDonald distributed the work among his team, consisting of seven contract specialists, so as to make sure

the work load was distributed equitably. In assigning the work he took into consideration individual workload, vacation schedules, type of assignment, time needed to perform the work and deadlines. McDonald maintained a list of the work assigned to each team member and he would consult the list in assigning work. When certain time constraints or special conditions were imposed on work, McDonald would meet with Supervisor Mae Vaccaro, McDonald's first line supervisor, before the work was assigned. Although he could reassign work among the team members, McDonald only mentioned one occasion during which work was reassigned by explaining the circumstances at a team meeting and team members volunteered for the work. McDonald received significant training and reviewed members work with reference to established regulations, policies and procedures (e.g. Federal Acquisition Regulations, General Services Acquisition Regulations, etc.).

McDonald testified at the hearing that he approved leave requests for team members for up to forty hours. This testimony was not disputed.² Before he approved any leave request McDonald consulted with Vaccaro to make sure they had adequate coverage so as not to adversely affect team members. Vaccaro maintained an accurate log of annual leave. When she was not present McDonald consulted the log on his own, approved the leave request and noted it on the log.

McDonald had never hired employees nor had he interviewed potential hires. McDonald was asked by supervisor Vaccaro to review some candidates and to let her know if he was familiar with any of them and had worked with any of them. McDonald's comments to Vaccaro about the candidates were not reduced to writing.

With respect to promotions, McDonald once helped prepare one of his team members for a career ladder promotion panel. He advised the team member what questions and topics to expect. McDonald then served on the panel. When asked by Mr. Boston, who chaired the panel, McDonald commented to his superiors, who also served on the panel, that he saw no reason why the employee should not be promoted. The panel also consisted of Property Manager Frank Carbone,³ and the Director of Property, either Ashley Cohen or Mr. Waldren. The team member was promoted as a result of the panel but McDonald acknowledged that his

2

The only leave slips submitted in evidence to support McDonald's position were approved by McDonald in March 1996.

3

McDonald's second level supervisor.

comment was not determinative as to whether the employee would have been promoted. The final decision was made by the Director of Property.

McDonald, on several occasions, recommended team members for "fast track" awards, for specific contracts they had performed. These awards for limited cash accounts. McDonald would meet with Vaccaro and Carbone, and they would discuss the nature of the achievement and the monetary sum that was deemed appropriate. Carbone then signed off on the award. Carbone accepted recommendations for fast track awards from any employee.

McDonald became aware that one of his team members might be coming in late with an assignment. He discussed this with Vaccaro and he told Vaccaro he would speak to the employee about it. McDonald had an informal conversation with the team member. No further action was taken and nothing was put in writing. On another occasion, when McDonald became aware a contract specialist was not meeting a deadline, he spoke to the employee, and then informed Vaccaro and Carbone. The three then met with and spoke to the employee. The work issue was resolved and the time target was met.

The record does not establish that McDonald prepared performance evaluations for or appraisals of team members, although he did bring performance issues to the attention of Vaccaro and Carbone. McDonald met with Vaccaro and discussed the ratings individual employees should be given during their annual performance ratings. The team members received mid-year reviews and McDonald did not conduct these reviews. McDonald kept Vaccaro advised of any work problems, as they arose.

McDonald had an unlimited warrant, which permitted him to approve and sign contracts for any amount on behalf of GSA. Vaccaro also had such a warrant. None of McDonald's team members had such a warrant. Thus McDonald had to approve and sign the contracts on behalf of GSA, for all the contracts worked on by his team members.

Soon after the February 5, meeting, McDonald was promoted into a position that, there is no dispute, was supervisory.

Discussion and Conclusions of Law

A. Statutory Provisions

Section 7103(a)(9) of the Statute provides, in part:

(9) "grievance" means any complaint-

(A) by any employee concerning any matter relating to the employment of the employee; . . .

Section 7103(a) (10) of the Statute provides, in part:

(10) "supervisor" means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires consistent exercise of independent judgment, . . .

Section 7114(a) (2) (A) of the Statute provides:

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-

(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; . . .

Section 7116(a) (1) and (8) of the Statute provides:

(a) For the purpose of this chapter, it shall be an unfair labor practice for an agency -

(1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;

* * * *

(8) to otherwise fail or refuse to comply with any provision of this chapter.

B. The February 5, 1996, meeting

The complaint alleges that GSA Region 2 violated section 7116(a) (1) and (8) of the Statute by violating

section 7114(a)(2)(A) of the Statute by conducting a formal discussion with a unit employee concerning his testimony at an impending arbitration without notice to AFGE Local 2431. I find the record evidence supports such allegation.

It is well established that a union has the right to be represented at a formal discussion between management and one or more unit employees concerning any grievance or any personnel policy or practice or other general condition of employment, within the meaning of section 7114(a)(2)(A) of the Statute, in order to protect its interests and the interests of the bargaining unit employees as viewed in the context of the union's full range of responsibilities under the Statute. *General Services Administration*, 50 FLRA 401, 404 (1995) (*GSA*); *Veterans Administration, Washington, D.C. and VA Medical Center, Brockton Division, Brockton, Massachusetts*, 37 FLRA 747 (1990); *U.S. Department of Justice, Bureau of Prisons, Federal Correctional Institution, Ray Brook, New York*, 29 FLRA 584, 588-89 (1987), *aff'd sub nom. American Federation of Government Employees, Local 3882 v. FLRA*, 865 F.2d 1283 (D.C. Cir. 1989) (*Ray Brook*). It is equally well settled that all four elements of section 7114(a)(2)(A) of the Statute must be satisfied in order to establish a union's right to be represented. That is, (1) there must be a discussion (2) which is formal (3) between one or more unit employees and management representatives (4) concerning a grievance or any personnel policy or practices or other general condition of employment. *General Services Administration, Region 9*, 48 FLRA 1348 (1994) (*GSA9*); *Defense Logistics Agency, Defense Depot, Tracy, California*, 39 FLRA 999, 1012 (1991).

1. The February 5 meeting was a discussion

McDonald was telephoned by the Assistant Regional Counsel and told to come to the February 5, 1996, meeting at the office of the Regional Counsel to discuss McDonald's testimony at the impending arbitration. For more than two hours McDonald and Hoffer discussed McDonald's testimony.

The Authority has established that the term discussion, in the context of the Statute, is synonymous with the term meeting and no actual discussion or dialogue need to occur for a meeting to constitute a formal discussion. *U.S. Department of the Army, New Cumberland Army Depot, New Cumberland, Pennsylvania*, 38 FLRA 671, 677 (1990).

The Authority has held that preparing a witness for a third party arbitration, or other proceeding, constitutes a discussion. *U.S. Department of the Air Force, Sacramento Air Logistics Center, McClellan Air Force Base, California*,

35 FLRA 594 (1990); see also GSA at 404-05. In light of the foregoing, I conclude that the February 5, meeting occurred and constituted a discussion within the meaning of section 7114(a)(2)(A) of the Statute.

2. The February 5 meeting was formal

In deciding whether a discussion or meeting is formal under section 7114(a)(2)(A) of the Statute, the Authority considers the totality of the facts and circumstances of the case. *Marine Corps Logistics Base, Barstow, California*, 45 FLRA 1332, 1335 (1992). Among other factors, the Authority examines: (1) whether the person who held the meeting is a first-line supervisor or higher in the management hierarchy; (2) whether any other management representatives attended; (3) where the meeting took place; (4) how long the meeting lasted; (5) how the meeting was called; (6) whether a formal agenda was established; (7) whether employee attendance was mandatory; and (8) the manner in which the meeting was conducted. *Id*; see also GSA9 at 1355; *U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management, Chicago, Illinois*, 32 FLRA 465, 470 (1988).

The February 5, meeting was arranged and scheduled by Hoffer, GSA Region 2's Assistant Regional Counsel, she was not McDonald's first line supervisor or colleague. Rather, she was in an entirely different office. The meeting took place in the offices of the Regional Counsel, several floors away from McDonald's work place. The meeting had been scheduled a few days in advance by telephone and was not impromptu. Hoffer set the agenda and purpose prior to the meeting to discuss McDonald's testimony in a scheduled arbitration involving the performance rating of another employee. This meeting between Hoffer and McDonald lasted over two hours and both kept notes. The meeting ended with Hoffer advising McDonald to be available to testify during the first two weeks of February.

Under the totality of these circumstances, I conclude that the February 5 meeting was not some sort of informal encounter, but rather, constituted a "formal discussion" within the meaning of section 7114(a)(2)(A) of the Statute.

3. The February 5 meeting concerned a grievance

The Authority has held that to constitute a grievance under section 7114(a)(2)(A) of the Statute all elements of the definition of that term set forth in section 7103(a)(9) of the Statute must be met. GSA at 404; *Nuclear Regulatory Commission*, 29 FLRA 660, 662 (1987). The Authority has

interpreted the term "grievance" broadly. *Ray Brook* at 589-90.

The grievance arbitration that was the subject of the meeting between McDonald and Hoffer, involved Meder's grievance about her performance rating. It was a complaint by an employee concerning a matter relating to her employment, and thus was a "grievance" within the definition set forth in section 7103(a)(9) of the Statute.

Thus, the February 5 meeting involved a grievance within the meaning of Section 7114(a)(2)(A) of the Statute.

4. McDonald is an employee and Hoffer is a representative of GSA Region 2

It is undisputed that Hoffer, Assistant Regional Counsel, who was preparing for the arbitration hearing on behalf GSA Region 2 was a representative of GSA Region 2, within the meaning of section 7114(a)(2)(A) of the Statute.

Section 7103(a)(10) of the Statute sets forth the criteria for determining if someone is a "supervisor." The record herein does not provide any evidence that McDonald had any authority to transfer, furlough, layoff, recall, suspend, or remove employees, or to adjust grievances or to effectively recommend such action.

A. Hire

McDonald was asked by his supervisor, Vaccaro, to review some applications and to tell her if he was familiar with any of the candidates or had worked with any. McDonald provided no written recommendations. The record does not establish whether Vaccaro relied on McDonald's comments. I conclude this does not establish that McDonald had the authority to hire employees or to effectively recommend such action.

B. Promote

McDonald never served as the rating official for the members of his team. He did not prepare or sign the employees' performance appraisals nor did he conduct mid-year reviews. McDonald discussed with Vaccaro how his team members were performing their work. There is no showing to what extent, if at all, Vaccaro relied on McDonald's recommendations in her appraisals of the employees.

McDonald did help and advise his team members in performing their duties and corrected them when necessary. McDonald used his technical knowledge in doing this.

McDonald's sole involvement with promotions consisted of his helping a team member prepare for a career ladder promotion panel and serving on the panel, which was conducted by Boston, with, among others Carbone and Carbone's superior, the then Director of Property. The decision to promote the employee was made by the Director of Property. Boston asked each member of the panel if he thought the promotion was warranted. McDonald replied that the employee should be promoted. The Director of Property made the decision to promote the employee. McDonald's recommendation was not the determining factor in determining whether to promote that employee.

I conclude, therefore, that the record does not establish that McDonald had the authority to promote employees or to effectively recommend such action.

C. Reward

McDonald never made, approved or reviewed any award to a member of his team. McDonald did make recommendations for "fast track" awards. Carbone is the approving official for such awards. Recommending such "fast track" awards is not limited to supervisors. Carbone would accept such recommendations for "fast track" awards from any employee. Carbone then decided whether to approve such an award.

I conclude the record fails to establish that McDonald had any authority to reward employees or to effectively recommend such action, greater than any other unit employee.

D. Discipline

McDonald cited two examples of conduct which he considered disciplining employees, neither resulted in anything in writing. The first incident involved an informal conversation with one employee in which McDonald pointed out some short comings in the employee's work. No further action was taken.

In the other incident McDonald brought to his supervisors' attention concern that an employee might not meet a time deadline. In response Vaccaro, Carbone and McDonald met with the employee to resolve the problem. No disciplinary action was taken.

In *U.S. Small Business Administration District Office, Casper, Wyoming and Solidarity, USA*, 49 FLRA 1051, 1060 (1994) (SBA), the Authority found that team leader Denke was not a supervisor, despite the fact that he had issued a warning letter to an employee. In the subject case the record does not establish that McDonald even had the authority to issue warning letters.

I conclude the record fails to establish that McDonald had any authority to discipline employees or to effectively recommend such action.

E. Assign Work

On February 5 McDonald was a team leader of a team of Contract Specialists. The Authority holds that a senior-level expert who acts as team leader by assigning work to team members and by reviewing their work for technical accuracy is not a supervisor within the meaning of section 7103(a)(10) of the Statute. Such function is routine in nature and does not require the exercise of independent judgment. *U.S.A. Darcom Materiel Readiness Support Activity, Lexington, Kentucky*, 8 FLRA 46 (1982) (*Darcom*). The Authority found that a technical specialist whose distribution of work is routine and whose quality review function consists of measuring timeliness of projects and analyzing applicable legal authority and the agency's position is not a supervisor. *U.S. Department of the Treasury, Office of Chief Counsel and National Treasury Employees Union*, 32 FLRA 1255 (1988) (*Treasury*). Similarly the Authority found that a team leader was not a supervisor even though he assigned the work to be done by his team members and set work priorities; reviewed the work of the team members to determine if it complies with standard operating procedures and agency policy; and spent an hour a day meeting with team members reviewing their work. *SBA* at 1053-1054, 1059-1060.

McDonald was a team leader who distributed work, verified the work was evenly distributed and was completed timely, and up to regulatory standards. He made sure the work conformed to the Federal Acquisition Regulations and the General Services Acquisition Regulations. The distribution of work was routine and did not require exercise of independent judgment. The assignments were based on individual workload, vacation schedules and work deadlines. If the work assignment was other than routine McDonald would consult with Vaccaro. McDonald's technical knowledge was a valuable asset and he shared it with the team members. McDonald did not exercise independent judgment in making work assignments.

I conclude that McDonald's distribution of work did not involve the exercise of sufficient independent judgment to make him a supervisor. *U.S. Department of the Army, Army Aviation Systems Command and Army Troop Support Command, St. Louis, Missouri*, 36 FLRA 587 (1990); see also *Treasury, Darcom and SBA*.

F. Leave Approval

McDonald had authority to and did approve leave requests for forty hours or less for team members. However, before he signed any leave slip he consulted with Vaccaro to make sure he was consistent with the vacation schedule.

I conclude that McDonald's authority to approve leave requests for forty hours or less for each team member is not sufficient to make McDonald a supervisor within the meaning of section 7103(a)(10) of the Statute, which does not include ability to approve leave as a criteria of being a supervisor. *SBA at 1060-61; U.S. Department of Veterans Affairs, Veterans Administration Medical Center, Allen Park, Michigan*, 34 FLRA 423, 426 (1990).

In light of all of the foregoing, I conclude the record herein does not establish that McDonald was a supervisor within the meaning of the Statute, but rather establishes that, for the purposes of section 7114(a)(2)(A) of the Statute, he was an employee in the unit represented by the Union.

C. The failure to notify AFGE Local 2431 of the meeting violated the Statute

In light of all of the foregoing I conclude that the February 5, 1996, meeting was a formal discussion between a GSA Region 2 representative and an employee in the unit concerning a grievance, and thus, pursuant to section 7114(a)(2)(A) of the Statute, AFGE Local 2431 was entitled to notice of the meeting and an opportunity to be represented. GSA Region 2's failure to notify the Union of the February 5 meeting and to afford it an opportunity to be represented constituted a violation of section 7116(a)(1) and (8) of the Statute.⁴ *GSA at 405-06.*

4

GSA Region 2 contends that Hoffer relied on McDonald's representation that he was a supervisor in not notifying the Union. Therefore its failure to comply with the requirements of section 7114(a)(2)(A) of the Statute was unintentional. I find no such exemption to the requirements of section 7114(a)(2)(A) of the Statute.

D. Remedy

Having concluded that GSA Region 2 violated section 7116(a)(1) and (8) of the Statute, it is recommended that the Authority issue the following Order:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, the General Services Administration, Region 2, New York, New York, shall:

1. Cease and desist from:

(a) Conducting formal discussions with its employees in the bargaining unit exclusively represented by American Federation of Government Employees, AFL-CIO, Local 2431 (the Union), concerning grievances without affording the Union prior notice and an opportunity to be represented at the formal discussion.

(b) In any like or related manner, interfering with, restraining or coercing its employees in the exercise of their rights assured them by the Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Post at the facilities of the General Services Administration, Region 2, New York, New York, where bargaining unit employees represented by the Union are located, copies of the attached Notice To All Employees on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Regional Director of the General Services Administration, Region 2, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(b) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director of the Boston Region Office, Federal Labor Relations Authority, in

writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, March 3, 1997

SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that Department of General Services Administration, Region 2, New York, New York, violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this notice.

We hereby notify our employees that:

WE WILL NOT conduct formal discussions with our employees in the bargaining unit exclusively represented by American Federation of Government Employees, AFL-CIO, Local 2431 (the Union), concerning grievances without affording the Union prior notice and an opportunity to be represented at the formal discussion.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights assured them by the Federal Service Labor-Management Relations Statute.

(Activity)

Date:

By:

(Signature)

(Title)

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

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Boston, Region, 99 Summer Street,

Suite 100, Boston, Massachusetts 02110-1200, and whose
telephone number is: (617) 424-5730.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by SAMUEL A. CHAITOVITZ, Chief Administrative Law Judge, in Case No. BN-CA-60463, were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

Sharon J. Pomeranz, Esq.
Renn C. Fowler, Esq.
General Law Division
General Services Administration
18th & F Streets, NW, Room 4115
Washington, DC 20405

Gerard M. Greene, Esq.
Federal Labor Relations Authority
99 Summer Street, Suite 100
Boston, Massachusetts 02110-1200

Larry Tomscha, President
American Federation of Government
Employees, AFL-CIO, Local 2431
26 Federal Plaza, Room 1804A
New York, NY 10278

REGULAR MAIL:

National President
American Federation of Government
Employees, AFL-CIO
80 F Street, NW
Washington, DC 20001

Dated: March 3, 1997
Washington, DC