In the Matter of

DEPARTMENT OF THE AIR FORCE
LUKE AIR FORCE BASE
LUKE AFB, ARIZONA

and

LOCAL 1547, AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 13 FSIP 129

ARBITRATOR'S OPINION AND DECISION

Local 1547, American Federation of Government Employees, AFL-CIO (Union) filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Department of the Air Force, Luke Air Force Base, Luke AFB, Arizona (Employer).

Following investigation of the request for assistance, arising from negotiations over the impact and implementation of a reduction in force (RIF), the Panel determined that the dispute should be resolved through mediation-arbitration with the undersigned, Panel Member Barbara B. Franklin. The parties were informed that if they were unable to reach a voluntary resolution during mediation, I would issue a binding decision to resolve the issues.

Consistent with the Panel's procedural determination, on September 17, 2013, I conducted a mediation-arbitration proceeding with representatives of the parties at the Panel's offices in Washington, D.C. During the mediation phase, the parties were unable to voluntarily resolve the issues. They then submitted their final offers and briefs were scheduled to be due on October 18, 2013. The Union, however, requested an extension of time, until October 24, 2013, to file its brief due to the ceasing of Government operations during the recent shutdown. For good cause shown, the parties were granted a 1-week extension of time to file their briefs. Accordingly, the matter now is before me for final resolution in accordance with the Statute and 5 C.F.R. § 2471.11 of the Panel's regulations. In reaching this decision, I have considered the entire record,

including the testimony of witnesses, documentary evidence and post-hearing submissions.

BACKGROUND

This case, filed by the Union on May 16, 2013, concerns a dispute that arose during bargaining over the impact and implementation of a RIF that occurred in 2007. The two issues now before the Panel, and others relating to that RIF, were the subject of two unfair labor practice proceedings, a previous Panel case,[1/] a Federal Labor Relations Authority (FLRA or Authority) negotiability decision,[2/] and a ruling by the U.S. Court of Appeals for the District of Columbia Circuit.[3/] After 7 years of litigation involving third parties, the issues now have been presented to me for a final and binding decision.

1/ *See Department of the Air Force, Luke Air Force Base, Luke AFB, Arizona and Local 1547, American Federation of Government Employees, AFL-CIO*, Case No. 07 FSIP 26 (2007), where the Panel adopted the Union's proposal that the Employer provide it with the names of bargaining-unit employees (BUEs) and non-BUEs on a RIF retention register, and it ordered the Union to withdraw its proposal that during a RIF employees should be offered vacant National Security Personnel System positions for which they are qualified in lieu of separation.

2/ *See American Federation of Government Employees, Local 1547 and Luke Air Force Base, Arizona*, 65 FLRA 911 (2011) (*Luke AFB*), where the FLRA determined that the proposals now before the Panel are within the duty to bargain. The Authority found that the first proposal at issue here did not contravene Government-wide RIF regulations or infringe upon management's authority to assign or layoff employees under 5 U.S.C. § 7106(a)(2)(A) of the Statute. The Authority found that the second proposal at issue here constituted an appropriate arrangement, under 5 U.S.C. § 7106(b)(3), for employees adversely affected by the Air Force's exercise of its hiring authority.

3/ *See U.S. Air Force, Luke Air Force Base, Arizona v. FLRA*, 680 F.3d 826 (D.C. Cir. June 1, 2012) where the Court sustained the FLRA's decision in *Luke AFB*. The Court refused to consider the Air Force's newly-raised allegations of nonnegotiability that had not been presented before the FLRA.

The Employer is responsible for training F-16 fighter pilots and for aircraft maintenance. The Union represents approximately 680 non-professional employees in both Wage Grade and General Schedule positions. The parties' most recent collective-bargaining agreement (CBA) expired on October 2, 2000; however, the parties are abiding by its terms and conditions as past practices, with the exception of those that involve permissive subjects of bargaining. Currently, there are no plans to bargain a successor CBA; the Employer has filed a ULP charge against the Union to compel it to return to term agreement negotiations that the parties tabled in 2000.

ISSUES AT IMPASSE

The parties disagree over two matters. The first would govern the implementation of a RIF affecting employees in the competitive service. The issue is whether probationary employees in the excepted service, who hold similar positions as those competitive service positions subject to the RIF, should have their excepted service positions converted to "term" positions that would expire prior to the effective day of the RIF, thereby placing on the RIF retention register those vacated positions and allowing competitive service employees to retreat into them. The second matter concerns whether, when the Employer needs to fill positions during a RIF period to meet mission requirements, it should be prohibited from filling those positions with Veterans Recruitment Appointments,[4/] and whether all temporary and term positions should be included in the RIF.

4/ Veterans Recruitment Appointments (VRAs) are made to promote and maximize "employment and job advancement opportunities within the Federal Government for qualified covered veterans." 38 U.S.C. § 4214(a)(1). VRAs are "excepted appointments made without competition to positions otherwise in the competitive service." 5 C.F.R. § 307.103. These excepted appointments are not permanent; rather, "[u]pon satisfactory completion of 2 years of substantially continuous service, [an] incumbent's VRA must be converted to career or career conditional appointment." *Id.* During the 2007 RIF, the Employer eliminated only competitive service positions. Thus, the RIF did not affect VRA appointees (typically less senior) who had not been converted to the competitive service.

POSITIONS OF THE PARTIES

I. The Union's Position

Union Proposal #1

When the Employer determines that a competitive service employee will be displaced by RIF, through mock RIF or otherwise, the Employer will cross-reference all of the displaced competitive service employees' experience brief job series with the job series held by the Employer. If a position encumbered by a probationary excepted service employee matches, in accordance with 5 C.F.R. § 6.3, the Employer will change that probationary employee's position to a "term" that will expire prior to the effective day of the applicable RIF, providing the competitive service employee has a higher service computation date than the probationary employee; the final RIF Retention Register will include those vacated positions. These processes do not include temporary student positions identified in 5 C.F.R. § 213.3202 and 5 C.F.R. § 213.3102.

Union Proposal #2

When the Employer determines to fill positions from an external source because of mission requirements, and after a notice of proposed RIF has been presented to the Union, unless the Employer shows to the Union that the particular position being filled will be a job series not affected by the RIF, no positions will be filled with the discretionary VRA appointments until after all of the RIFs are completed. All "temporary" and "term" positions will be included in the RIFs.

The Union maintains that its proposals are intended to bring fairness to the RIF process. Specifically, it argues that they would prevent a recurrence of the situation during the 2007 RIF when the Employer retained employees in probationary excepted service positions and continued to hire employees into those positions while it abolished the jobs of more senior competitive service employees who held the same positions as those who were not subject to the RIF. The proposals would "give the utmost respect" to employees in the highest tenure and subgroups by ensuring that the maximum number of positions would be available to bargaining-unit employees to exercise bump and

retreat rights. Moreover, they would ensure that positions would not be excluded from the RIF to protect lower tenure probationary, temporary or term employees. If implemented, the Union's proposed wording would stop the use of the excepted service hiring authority once a RIF is announced and require that the Employer convert some of those probationary employees already hired under that authority to "term" employees, with terms expiring just prior to the RIF. As a result, the unencumbered positions would become available for employees included in the RIF. The Union presented evidence that several employees in the highest tenure group with more than 20 years of Government service, and at least one who was close to retirement, lost their jobs or were forced to bump into lower-graded positions during the 2007 RIF, while probationary employees who would have been placed in lower tenure groups, had they been included in the RIF, kept their jobs. Thus, the Employer separated competitive service employees with many years of Government service, while retaining employees who had less than two years of service as probationers in their excepted service jobs.

The first proposal would affect only those probationary excepted service employees whose positions would be converted to a "term" position that would expire prior to the effective date of the RIF. As a result, the more senior and most experienced career employees would be able to exercise their retreating rights to the vacated positions previously held by those excepted service term employees.

According to the Union, the proposal is intended to protect the "skilled and experienced employees with tenure," in accordance with the Office of Personnel Management's RIF regulations, and give weight to their length of service. New hires during the RIF notice period would not be hired as VRA excepted service appointments; therefore, all positions filled during the RIF notice period would be available for "skilled career employees with tenure" to exercise their bumping and retreating rights. Although the "spirit" of the Government's RIF regulations is to retain "the most senior" employees in the highest tenure group, the current process does not "respect the intent" of those regulations. In this regard, during the 2007 RIF, the Employer was permitted to hire new employees and protect their positions from the bumping and retreating rights of competitive service employees. The excepted service RIF retention register from the 2007 RIF shows that 66-percent of those employees were in the lowest tenure group (2B); yet they were protected while employees in the highest tenure group were

subject to the RIF. According to the Union, this is patently unfair and the situation should be rectified. The proposals allow all employees to retain their tenure standing, veterans' credit and retreating rights under RIF regulations.

II. The Employer's Position

Employer Proposal #1

1. Reductions in force (RIFs) at Luke AFB will be run in accordance with Government-wide laws, rules, and regulations on RIFs at 5 C.F.R. Part 351—Reduction in Force.

a. In the event a manpower authorization (i.e., a position) is identified for abolishment in accordance with 5 C.F.R. Part 351.201(a)(1):

i. Competitive areas will be established in accordance with 5 C.F.R. Part 351.402.

ii. Competitive levels will be established in accordance with 5 C.F.R. Part 351.403. Separate levels will be established for positions filled on competitive service appointments and for positions filled on excepted service appointments in accordance with 5 C.F.R. Part 351.403(b)(1).

iii. Separate retention registers will be established for each competitive level that may be involved in RIF in accordance with 5 C.F.R. Part 351.404.

(a) Employees on competitive service appointments will be listed on a retention register and compete with other employees on competitive service appointments in accordance with 5 C.F.R. 351.501.

(b) Employees on excepted service appointments will be listed on a retention register and compete with other employees on excepted service appointments in accordance with 5 C.F.R. Part 351.502

Employer Proposal #2

> 2. In the event that management has vacant positions and a notice of proposed RIF has been presented to the Union, management may decide to fill all, some, or no vacant positions. During these considerations management may make RIF offers of vacant positions to released employees.

The Employer contends that its proposals should be adopted because the Union's proposed provisions are illegal. In this regard, the Employer maintains that they interfere with management's rights, under 5 U.S.C. § 7106(a)(2)(A), to hire, retain and lay off employees, and that they do not constitute appropriate arrangements, under 5 U.S.C. § 7106((b)(3), for employees adversely affected by the exercise of a management right; it asserts that the burden the proposals would place on the exercise of management rights outweighs the benefits to employees. The Employer further alleges that the proposals do not constitute negotiable procedures, under 5 U.S.C. § 7106(a)(2), that management officials are to observe in exercising their authority, and, generally, that the Union's proposals conflict with Government-wide rules and regulations concerning the implementation of a RIF.

The Employer asserts that management is fully aware of the positions it must retain to operate efficiently and effectively during a RIF. The Union's proposals would require management during a RIF situation to terminate employees hired under VRA authority who have 2-year probationary appointments in the excepted service. These employees, all of whom are veterans, would lose their jobs and be denied the benefit of the law under which they were hired, which was passed by Congress in recognition of their military service. The Union's proposals would instead cause those employees to be "illegally thrown into a *de facto* RIF," because it mandates an early end of their 2-year excepted service status. Thus, they would have an adverse impact that is disproportionate to the benefits bargaining unit employees would receive under them. Furthermore, they also do not constitute negotiable procedures under 5 U.S.C. § 7106(b)(2). The Employer does not have the discretion to negotiate the termination of probationary status for employees hired under the VRA because, under 5 C.F.R. § 6.3, the only bases for terminating an excepted service employee hired under a VRA appointment are through conduct or performance-based actions. Thus, the Union's proposals deviate from Government-wide rules on the implementation of a RIF because they would

require management to exercise authority it does not have with respect to converting and terminating an excepted service employee's VRA appointment for an inappropriate reason.

The Employer maintains that the Union previously agreed to both Employer proposals, which essentially require management to follow Government-wide rules and regulations when implementing a RIF.[5/] The Union cannot agree to both follow the RIF rules and regulations and insist upon its proposals, because the two positions conflict. Union proposal #1 would require the Employer to exercise authority it does not have to convert and terminate an excepted service employee's VRA appointment for an "inappropriate" reason and, thereby, run an illegal RIF. Additionally, competitive service and excepted service employees are in two different competitive levels, which require separate RIFs under 5 C.F.R. § 351.403(b)(1). Union proposal #2 would allow the Union to control when the Employer would be permitted to fill positions. VRA appointments are covered under Government-wide regulations, and management should be able to exercise its authority to fill those positions, even during a RIF. Moreover, because the agency has sole discretion to fill positions during an impending RIF, the Union's second proposal would excessively interfere with management's right to hire and layoff.

In addition, the Employer maintains that the Union's second proposal is too broadly worded. In this regard, it would require the Employer to forego filling positions under its VRA appointment authority "until after all of the RIFs are completed." There does not appear to be a realistic end point under the Union's proposal that would allow management to again fill positions using VRA excepted service appointment authority.

The Employer's proposals, on the other hand, would allow the agency to retain the employees needed to perform the mission. There is considerable merit in conducting a RIF pursuant to Government-wide rules and regulations that have been in place for many years and are well-tested to bring about a fair and equitable result. In addition, the Employer's second proposal would allow management the discretion to fill positions from an external source if there is a need to do so because of mission requirements.

5/ Although the Union stated during the hearing that it too wants RIFs to conform to law, regulations and the collective bargaining agreement, the record does not include a signed or initialed agreement to this effect.

CONCLUSIONS

Preliminary Issue

The Employer devoted virtually its entire post-hearing brief to arguing what it claims are the legal deficiencies associated with the Union's proposals. The record reveals, however, that in *Luke AFB* the FLRA previously addressed and rejected Employer assertions that the Union's proposals variously conflict with management's rights under 5 U.S.C. § 7106(a)(2)(A) to assign, hire, and direct employees; are not appropriate arrangements under 5 U.S.C. § 7106(b)(3); conflict with Government-wide regulations on RIF[6/]; and conflict with management's right under 5 C.F.R. Part 213(6) and 5 C.F.R. § 6.3 to use VRA authority to hire employees. All these claims were deemed unsustainable by the FLRA and the Employer was ordered, upon request, to negotiate over them.[7/] As noted above, the Court of Appeals for the District of Columbia sustained the Authority's decision.

The identical proposals are now before me for resolution on the merits and properly so. In this regard, in *Commander, Carswell Air Force Base, Texas and American Federation of Government Employees, Local 1364*, 31 FLRA 620 (1988) (*Carswell*), the FLRA clarified the authority of interest arbitrators to consider duty-to-bargain issues raised by parties during an interest arbitration proceeding. While interest arbitrators may not resolve duty-to-bargain questions, that being the province of the FLRA, they may apply the substantial body of FLRA precedent to a situation where the FLRA has found a substantively identical proposal to be within the duty to bargain and, in so doing, reach the merits of the dispute. Inasmuch as questions concerning the negotiability of the proposals before me have been resolved by the FLRA in *Luke AFB*, I properly have jurisdiction over them.

There appear to be allegations of nonnegotiability that were either not raised or not supported by the Employer before the FLRA. In one such instance, the Employer contends here that

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6/ With respect to the Employer's claims that the same Union proposals conflict with the C.F.R., the FLRA address allegations pertaining to: 5 C.F.R § 351.201(a)(2) and (c); 5 C.F.R. §§ 351.403 and 404; 5 C.F.R. §§ 351.501 and 502; 5 C.F.R. §§ 361.301 and 401; 5 C.F.R. Part 213(6); and 5 C.F.R. § 6.3.

7/ *See* note 2 above.

the Union's proposals interfere with management's right, under 5 U.S.C. § 7106(a)(2)(A), to retain employees in the agency. As noted above, the FLRA held in *Luke AFB* that the proposals do not violate tangential management rights to hire and lay off employees, but it did not specifically address the "right to retain" employees because the Employer had not raised that issue. Additionally, the Employer argues before me that Union Proposal two is "illegal" and therefore nonnegotiable because it conflicts with regulations governing VRAs. In *Luke AFB* the Authority noted that the Employer had raised that issue but it dismissed the claim as "unsupported." 65 FLRA at 913.

Although the Employer appears to be raising new arguments concerning the negotiability of the Union's proposals that were not addressed by the Authority in *Luke AFB*, I conclude that the bargaining impasse is properly before me. In this regard, the FLRA has held in *U.S. Department of the Interior, Bureau of Reclamation, Lower Colorado Region, Yuma, Arizona and National Federation of Federal Employees, Local 1487*, 41 FLRA 3, 11-12 (1991) (*Yuma*) that

> (t)o hold that an interest arbitrator exceeded his or her authority by resolving an impasse whenever an agency raised a "new" negotiability argument could, in our view, also undermine the collective bargaining process. Agencies could be encouraged to raise novel, even frivolous, negotiability arguments so as to impede impasse resolution. We find no basis in the Statute, or in *Carswell*, for imposing such mechanical restrictions on an arbitrator's authority.
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> Accordingly, we hold that, consistent with *Carswell*, the extent to which the nature of an agency's negotiability arguments will affect an arbitrator's authority to resolve an impasse will be evaluated in light of all the circumstances in a case. In a case where a disputed proposal is substantively similar to one previously considered by the Authority and the arbitrator relies on relevant precedent in resolving the impasse, the fact that the agency's arguments may differ from those previously considered will not, standing alone, compel a conclusion that the arbitrator improperly resolved a negotiability dispute. Instead, arbitrators and the Authority, on review, must make case-by-case determinations regarding the extent to which an agency's negotiability arguments must, or should, be addressed

> by the Authority in the first instance. Factors relevant to such determinations would encompass such matter as whether, or to what extent, an agency's "new" arguments are reasonably based on statutory or regulatory provisions or judicial or administrative decisions interpreting such provisions and whether, or to what extent, previous Authority precedent involving similar proposals and/or similar arguments reasonably may be viewed as viable in light of any changes in applicable law or regulation.

With regard to the additional management rights claim argued by the Employer - *i.e.*, that the Union's first proposal impermissibly interferes with its right to retain employees - I conclude that, given the holding in *Luke AFB* regarding other management rights, this is a "frivolous" argument made to "impede impasse resolution." *Yuma*, 41 FLRA at 11. Accordingly, under *Yuma*, this "new" argument does not restrict my ability to make a determination on the merits of this matter.

With regard to the Employer's argument that the Union's second proposal conflicts with regulations governing VRAs, the record in this case persuades me that this argument need not be addressed by the Authority in the first instance. *Id.* at 11. In reaching this ruling, I have studied the testimony of Cynthia Campbell, the Agency's Program Manager for Veterans Employment who indicated that the retention of VRA appointees for the full two years, absent poor performance or misconduct, is a policy that could be changed by the Agency. This is confirmed by the language of 5 C.F.R. § 6.3, on which the Employer relies, which states that "appointments and position changes in the excepted service shall be made in accordance with such regulations and practices as the head of the agency concerned finds necessary." 5 C.F.R. § 6.3(b). Finally, I note that when the Employer attempted to raise similar arguments concerning its VRA appointment authority in its appeal of *Luke AFB*, the court did not find "extraordinary circumstances" that would excuse the Employer's failure to raise those claims before the Authority. Insofar as the Employer argues that the proposal conflicts with a regulation that would require two separate RIFs in this situation, I do not credit the argument in view of the fact that the proposal does not require it to conduct a RIF among employees with excepted service appointments. As the Employer has not convinced me that its arguments in this regard are "reasonably based" on regulatory provisions, I conclude, applying *Yuma*, that I may properly proceed to resolve this impasse dispute.

Accordingly, after careful consideration of the evidence and testimony introduced at the mediation-arbitration proceeding and the arguments presented by the parties concerning the merits of their proposals, I have reached the following conclusions.

Proposal #1

According to the Union, this proposal will restore fairness to the RIF process by ensuring that senior employees in the competitive service will not lose their jobs or higher-graded positions in a RIF while probationary excepted service employees in similar positions, but with far fewer years of service, are retained. In contrast, the Employer's first proposal does not address the issue of fairness; rather, it simply restates its obligation to run a RIF properly under applicable regulations.

Based in particular on testimony regarding what occurred during the 2007 RIF, I have determined that the Union's proposal is reasonable and should be adopted. This testimony, which was undisputed, shows that senior employees – some with over 20 years of service – were either separated or downgraded during that RIF. According to the Union, one separated employee was several months short of retirement. At the same time, employees in the excepted service who encumbered the same or similar positions were retained, even though they had probationary status. It should be noted that excepted service employees with VRA appointments are placed in the competitive service after two years of acceptable employment; at that time, they are treated in a RIF like all others on their retention register. Therefore, a few months – or even weeks – could make the difference in retaining a position or losing it in a RIF. This is a patently unfair situation. In its *Guide to Conducting a Reduction in Force or Functional Transfer*, a document presented by the Employer, the Air Force advises its managers to conduct a RIF with "a positive and caring attitude" and to be aware that "flexibility and creativity are vital[.]" In my view, the Union's proposal seeks to instill those characteristics in future RIFs by opening up more unencumbered positions for senior, experienced employees to exercise their bumping and retreat rights.

The new practice would still conform to the national policy of assisting the country's veterans inasmuch as most of those in the competitive service who will be affected by RIFs are also veterans. Indeed, it provides more respect to those veterans in the competitive service who would otherwise be separated or downgraded. Of course, all employees would continue to be

ranked according to their respective tenure groups and subgroups, which recognize the veteran's status of each employee.

Significantly, the proposal would not displace all probationary employees in the excepted service. Rather, only those whose positions match the experience briefs of displaced competitive service employees would be converted to the expiring term positions. Moreover, as the Union noted during the hearing, if a position is changed to a term position and no competitive service employee retreats or bumps into the vacated position, the Employer could, if it wished, reinstate the excepted service employee.

For all these reasons, I have concluded that the Union's proposal better serves the parties' interests.

Proposal #2

The Union's second proposal would preclude the Employer from filling any position affected by a prospective RIF with a VRA appointment "until after all of the RIFs are completed." I find that this proposal is unduly broad. First, the proposal would apply even when the Employer could have established a pressing mission need for filling the position. Second, it is either ambiguous or improperly open-ended by prohibiting the filling of positions until all RIFs are completed. For these reasons, I will not impose the Union's proposal on the parties.

The Employer's proposal states that, after it presents a notice of proposed RIF to the Union, it may "decide to fill all, some, or no vacant positions." This sentence appears to give the Employer unqualified discretion as to which positions it will fill during a RIF even though the Employer emphasized during the proceedings before me that it follows, wherever possible, the Agency's "stockpiling" policy during a RIF. This policy is expressed in a memorandum from the Air Force, dated 12 July 2004, that is entitled "Stockpiling Vacancies in RIF" and states in part:

> Air Force Policy remains that involuntary separations and other costs of work force reductions and reshaping will be reduced to the lowest practical level. A variety of tools such as stockpiling positions, offering separation incentives and early retirement, using temporary appointments and placing employees during pre-RIF are available to achieve this desired

> outcome.... Mechanisms used must reflect that commander/director's decision regarding the balance needed between keeping jobs vacant for RIF placement and mission demands to fill those jobs.

This policy, if carefully followed, should provide some relief to the Union's concerns that the Employer will have limitless authority to hire with VRA appointments while a RIF of competitive service employees is in progress. However, the Employer's second proposal does not reference its stockpiling policy; rather, it appears to allow unlimited hiring of VRA appointees. As enunciated in the 2004 memorandum, the stockpiling policy explicitly provides additional safeguards to existing employees subject to a RIF and should be included in this agreement. Accordingly, I will order the adoption of the Employer's proposal, with additional language reflecting an obligation to follow its stockpiling policy.

DECISION

The parties shall adopt the following wording to resolve their impasse:

> 1) When the Employer determines that a competitive service employee will be displaced by RIF, through mock RIF or otherwise, the Employer will cross-reference all of the displaced competitive service employees' experience brief job series with the job series held by the Employer. If a position encumbered by a probationary excepted service employee matches, in accordance with 5 C.F.R. § 6.3, the Employer will change that probationary employee's position to a "term" that will expire prior to the effective day of the applicable RIF, providing the competitive service employee has a higher service computation date than the probationary employee; the final RIF Retention Register will include those vacated positions. These processes do not include temporary student positions identified in 5 C.F.R. § 213.3202 and 5 C.F.R. § 213.3102.
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> 2) In the event that management has vacant positions and a notice of proposed RIF has been presented to the Union, management may decide to fill all, some, or no vacant positions. All such decisions shall reflect the balance needed between keeping jobs vacant for RIF placement and mission demands to fill those jobs, as

required by the Agency's Stockpiling Policy. See the Air Force memorandum from the Associate Director for Personnel Policy, dated 12 July 2004, entitled "Stockpiling Vacancies in Rif." During these considerations management may make offers of vacant positions to released employees.

Barbara B. Franklin
Arbitrator

December 20, 2013
Washington, D.C.