69 FLRA No. 94

UNITED STATES
DEPARTMENT OF THE NAVY
COMMANDER NAVY
INSTALLATIONS COMMAND
(Agency/Petitioner)

and

INTERNATIONAL ORGANIZATION
OF MASTERS, MATES, AND PILOTS,
AFL-CIO
(Labor Organization)

WA-RP-15-0042

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ORDER GRANTING
APPLICATION FOR REVIEW

September 30, 2016

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Before the Authority: Carol Waller Pope, Chairman, and Ernest DuBester and Patrick Pizzella, Members
(Member Pizzella dissenting)

I. Statement of the Case

The Agency petitioned Federal Labor Relations Authority Acting Regional Director Jessica S. Bartlett (ARD) to amend the certification of the bargaining unit represented by the Labor Organization (Union) to reflect a change in the level of recognition within the Agency from the Chief of Naval Operations (CNO) to the Commander Navy Installations Command (CNIC). In the attached decision, the ARD granted the Agency's requested amendment, finding that it reflected a nominal or technical change that accurately reflected the current name of the agency that is employing the bargaining-unit employees and did not otherwise alter the nature and scope of the bargaining unit.

The question before us is whether the ARD failed to apply established law by amending the certification. Because established law holds that a change in level of recognition is not a nominal or technical change, the answer is yes. Therefore, we grant the Union's application for review, reverse the ARD's decision, and dismiss the Agency's petition to amend the unit certification.

II. Background and ARD's Decision

The Agency filed a petition seeking to amend the Union's certification to reflect a change in the level of recognition within the Agency. Prior to the petition, the Union's certification noted the level of recognition within the Agency as the CNO. Since the Union's certification, the Agency created a new command level, now known as the CNIC, that lies immediately below the CNO. In the command structure of the Agency, the CNIC is the immediate superior of the subordinate, administrative commands, referred to as regions. The bargaining-unit employees all work within these regions. CNIC personnel have the authority to hire, fire, and discipline bargaining-unit members as well as to arbitrate grievances. The CNIC has its own labor-relations program that handles labor relations for CNIC employees, including all bargaining-unit employees whom the Union represents. Additionally, the CNIC negotiated, on behalf of the CNO, with the Union on the most recent collective-bargaining agreement between the parties. The parties stipulated that there has been no significant change in the Union's bargaining unit itself.

The ARD considered the evidence and determined that the CNIC serves as the agency employing bargaining-unit members. She also found that granting the Agency's petition would "simply reflect[] the current organizational structure under which [bargaining-unit employees] work and [would] not otherwise alter the nature and scope of the bargaining unit."[1] In making this finding, the ARD considered the Authority's decision in *Naval Aviation Depot, Naval Air Station, Alameda, California* (*Naval Aviation Depot*),[2] which states that amending a certification is appropriate where the amendment "reflect[s] nominal or technical changes to accurately reflect the current name of the agency that employs bargaining[-]unit employees and does not otherwise alter the nature and scope of the bargaining unit."[3]

Consequently, the ARD granted the Agency's petition, and she amended the Union's certification to designate the CNIC as the level of Agency recognition. The Union then filed this application for review, and the Agency filed an opposition to the Union's application.

[1] ARD's Decision at 3.
[2] 47 FLRA 242 (1993).
[3] ARD's Decision at 3 (citing *Naval Aviation Depot*, 47 FLRA at 243).

III. Analysis and Conclusion: The ARD failed to apply established law.

The Union argues that the ARD "incorrectly concluded that changing the level of recognition . . . is merely a 'nominal or technical change.'"[4] In this connection, the Union states that "[a] change in [the] level of recognition based on an alleged reorganization of the [Agency] . . . is a significant change in which the Activity having the ultimate management prerogative is not only a different entity, but . . . [also] sits at a totally different level in the commend structure of the Department of the Navy."[5] The Union "recognizes that CNO has the right to designate any subordinate agency to handle any particular issue," but claims that "the Union has always retained the right to escalate any dispute to CNO directly when CNO's designee fails to comply with its legal obligations . . . or when the Union is dissatisfied with how the matter was handled by CNO's designee."[6] Further, the Union claims that *Naval Aviation Depot* – cited by the ARD[7] – is distinguishable from this case because, in that case, the activity "simply changed its name."[8] Moreover, the Union contends, the ARD "failed to apply the well[-]settled standard for analyzing these types of cases[:] namely, whether an existing unit remains appropriate after a change in organization."[9]

In its opposition, the Agency argues[10] that the Authority should deny the Union's application because it fails to raise any of the grounds for review listed in § 2422.31 of the Authority's Regulations.[11] However, the Authority will construe arguments raised in an application for review of a regional director's decision,[12] and we construe the Union's application as alleging that the ARD failed to apply established law. The Authority may grant an application for review if the application demonstrates that a regional director failed to apply established law.[13]

Here, we find that the ARD's decision is inconsistent with established law. Under amended Executive Order 11,491 (the executive order), the Assistant Secretary of Labor for Labor-Management Relations (Assistant Secretary) addressed a petition similar to the one at issue here.[14] Specifically, in *Department of the Army, Fort McCoy, Sparta, Wisconsin* (*Fort McCoy*), an activity sought to amend a bargaining-unit certification to change the name of the activity, where certain authority had been delegated below the activity level.[15] The exclusive representative objected to the petition on grounds similar to the Union's objections here.[16] The Assistant Secretary denied the petition, stating:

> [A] petition for amendment of certification is appropriate when parties seek to conform the recognition involved to the existing circumstances resulting from such nominal or technical changes as a change in the name of the exclusive representative or a change in the name or location of the agency or activity. In the instant case, the evidence establishes that the re[-]delegation of authority herein did not result in a change in the name of the [a]ctivity or its location, but merely indicated that the four [U.S. Army Reserve] Command Commanders are now authorized to administer the Civilian Management Personnel Program.[17]

Then, in an early Authority decision (also applying the executive order), the Authority stated that a petition to amend a certification "is an appropriate vehicle to conform a recognition to existing circumstances resulting from such nominal or technical changes as a change in the name of the exclusive representative or a change in the *name or location* of the agency or activity."[18] The Authority also stated that a petition to amend a certification "*cannot alter the bargaining relationship between parties*."[19]

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[4] Application for Review (Application) at 2 (quoting ARD's Decision at 3).
[5] *Id.* at 2-3.
[6] *Id.* at 4.
[7] ARD's Decision at 3.
[8] Application at 2.
[9] *Id.* at 3.
[10] Opp'n at 2.
[11] 5 C.F.R. § 2422.31.
[12] *See, e.g.*, *U.S. Dep't of the Air Force, Air Force Life Cycle Mgmt. Ctr., Hanscom Air Force Base, Mass.*, 69 FLRA 483, 485 (2016); *SSA, Office of Disability Adjudication & Review, Nat'l Hearing Ctr., Chi., Ill.*, 67 FLRA 299, 301 (2014); *U.S. Dep't of the Air Force, Dover Air Force Base, Del.*, 66 FLRA 916, 919 (2012); *U.S. Dep't of the Air Force, Joint Base Langley-Eustis, Va.*, 66 FLRA 752, 755 (2012).
[13] 5 C.F.R. § 2422.31(c)(3)(i).
[14] *See Dep't of the Army, Fort McCoy, Sparta, Wis.*, 6 A/SLMR 184 (1976) (*Fort McCoy*).
[15] *Id.* at 185-86.
[16] *See id.* at 186 (union claiming that "to grant the petitioned[-]for amendment would diminish its representative status by precluding it from consulting with higher-level officials . . . on matters affecting the unit employees," and that "in matters concerning grievances, [the union] would not have recourse to any agency authority at a level higher than" the commanders to whom authority had been delegated).
[17] *Id.*
[18] *Dep't of Energy, Bonneville Power Admin., Portland, Or.*, 2 FLRA 653, 656 (1980) (emphasis added).
[19] *Id.* (emphasis added).

Neither of those decisions has been revised or revoked. Consequently, they remain in full force and effect.[20] Further, the parties have not asked us to revisit them, and we see no basis for doing so here. In fact, in an early decision arising under the Federal Service Labor-Management Relations Statute (the Statute), the Authority implied (without expressly holding) that these principles continue to apply under the Statute.[21] Specifically, the Authority stated the following:

> [T]he . . . petition filed herein seeks only to bring the certification up to date, and to reflect the new name of the [a]ctivity. *There is no evidence in the record to substantiate* [*the union's*] *contention that the name change would have the effect of lowering the level of recognition, or in any other manner change the relationship of the parties. Accordingly*, the Authority will order that the unit certification be amended to reflect the change in the name of the [a]ctivity.[22]

The Assistant Secretary's and the Authority's holdings discussed above are consistent with well-established, private-sector precedent.[23] And other lines of Authority precedent further demonstrate that – contrary to the ARD's finding – changing the level of recognition on a certification is not merely a nominal or technical change. Instead, it has legal implications. In this regard, "[b]oth the courts and the Authority have . . . limited the parties' mandatory bargaining obligation, holding that a party is only required to negotiate with the certified exclusive representative and agency, respectively."[24] Consequently, one party to a certified bargaining relationship may not force another to bargain below the level of recognition – such bargaining is a *permissive* subject of bargaining.[25] Consistent with these principles, "an agency may not foreclose bargaining on an otherwise negotiable matter by delegating authority as to that matter only to an organizational level within the agency different from the organizational level of recognition."[26]

Granting the petition in this case would effectively allow the Agency to escape its statutory obligations to the Union, over the Union's objections, and without any argument or evidence that organizational changes have occurred to render the bargaining relationship inappropriate.[27] This is contrary to the established law discussed above.

Further, nothing in *Naval Aviation Depot*, cited by the ARD, is to the contrary. In that case, the only change at issue (as relevant here) was a change in the name of the activity.[28] The instant case does not involve a situation where CNO has changed its name to CNIC; it involves a situation where CNO is trying to change the *level of recognition* to the CNIC, over the Union's objection. The established law set forth above demonstrates that this is inappropriate. Therefore, we find that the ARD failed to apply established law.

The dissent distinguishes *Fort McCoy* on the ground that, here (unlike there), the parties' bargaining relationship changed before the Agency filed the petition.[29] As evidence of this change, the dissent claims that CNIC – not CNO – negotiated the latest collective-bargaining agreement with the Union.[30] But it is undisputed that CNIC negotiated that agreement "*on*

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[20] *See* 5 U.S.C. § 7135(b) (requiring that "decisions issued under" the executive order "remain in full force and effect until revised or revoked by the President, or unless superseded by specific provisions of [the Federal Service Labor-Management Relations Statute (the Statute)] or by regulations or decisions issued pursuant to [the Statute]").

[21] *See Headquarters, 1947th Admin. Support Grp., U.S. Air Force, Wash., D.C.*, 14 FLRA 220, 221 (1984).

[22] *Id.* (emphasis added); *see also DOD, Office of Dependents Educ.*, 15 FLRA 493, 496 (1984) ("[A]n amendment to certification petition is intended to accommodate a nominal or technical change of an activity or exclusive representative." (citation omitted)).

[23] *E.g., Mo. Beef Packers, Inc.*, 175 NLRB 1100, 1101 (1969) (holding, in context of petition to change the name of an exclusive representative, that "[a]mendment of certification, by and large, is intended to permit changes in the name of the representative, not a change in the representative itself").

[24] *U.S. Food & Drug Admin., Ne. & Mid-Atl. Regions*, 53 FLRA 1269, 1274 (1998).

[25] *Id.*; *see also U.S. DOJ, Fed. BOP, Fed. Corr. Complex, Lompoc, Cal.*, 66 FLRA 978, 980 (2012) (stating that there is no statutory obligation to bargain below the level of recognition (citations omitted)); *Dep't of HHS, SSA*, 6 FLRA 202, 204 (1981) ("[T]he mutual obligation to bargain as articulated in the Statute exists only at th[e] level of exclusive recognition with respect to conditions of employment [that] affect any employees within the unit.").

[26] *AFGE, AFL-CIO, Local 1409*, 18 FLRA 508, 509, *recons. denied*, 19 FLRA 1192 (1985), *abrogated on other grounds by Fed. Emp.'s Metal Trades Council, AFL-CIO*, 25 FLRA 465 (1987); *see also Antilles Consol. Educ. Assoc.*, 22 FLRA 235, 239 (1986) ("[A]n agency may not foreclose bargaining on an otherwise negotiable matter by delegating authority as to that matter only to an organizational level within the agency different from the organizational level of recognition.").

[27] *See, e.g., Dep't of the Navy, Wash. Navy Yard*, 28 FLRA 1022, 1024-25 (1987) (higher-level management cannot be held liable for unfair labor practice where it did not require lower-level management to act inappropriately).

[28] *Naval Aviation Depot*, 47 FLRA at 243.

[29] Dissent at 8.

[30] *Id.*

behalf of CNO"[31] – in other words, as CNO's "duly authorized *representative*[]" during negotiations.[32] That did not change the bargaining relationship between the Union and CNO.

The dissent also suggests that the Authority should just defer to the ARD's decision.[33] But, as established above, the ARD's decision failed to apply established law. And the dissent does not explain why we would defer to such a decision – particularly given that (as stated above) one of the express regulatory bases upon which we will grant review of a regional director's decision is where the regional director has "*failed to apply established law*."[34]

For the reasons set forth above, we reverse the ARD's decision, grant the Union's application for review, and dismiss the Agency's petition. Consequently, it is unnecessary to resolve the Union's additional arguments, as set forth in its application.[35]

IV. Order

We grant the Union's application for review, and we dismiss the Agency's petition.

[31] ARD's Decision at 3 (emphasis added).
[32] *See* 5 U.S.C. § 7114(b)(a)(2) (emphasis added).
[33] Dissent at 8-9.
[34] 5 C.F.R. § 2422.31(c)(3)(i) (emphasis added).
[35] *See generally* Application at 2-8.

Member Pizzella, dissenting:

In its legendary 1977 rock masterpiece, *Hotel California*, the Eagles (in my opinion, the greatest rock band ever) concluded, "[y]ou can check out any time you like, but you can never leave."[1]

In this case, the Department of the Navy (Navy) wanted to make a simple name change in the certification of the International Organization of Masters, Mates, and Pilots (Union).[2] Specifically, the Navy wanted to amend the certification to replace the Chief of Naval Operations (CNO) with the Commander of the Navy Installations Command (CNIC), which, as Acting Regional Director (ARD) Jessica Bartlett found, is the "immediate superior in command . . . [at] the five . . . [r]egions in which [the Union's] . . . employees work"[3] and reflects an organizational change which occurred thirteen years earlier.[4]

Applying Authority precedent, the ARD found that the requested change was "nominal or technical" in nature and did not "alter the nature and scope of the bargaining unit"[5] and granted the Navy's request to amend the certification.

Ignoring that same precedent upon which ARD Bartlett relied, the majority goes back forty years to *Department of Army, Fort McCoy, Sparta, Wisconsin* (*Ft. McCoy*)[6] – an insignificant case, which has never before been cited by the Authority and which predates the enactment of the Federal Service Labor-Management Relations Statute,[7] the creation of the Authority, and one year before the Eagles released *Hotel California* – to find that the ARD erred in granting the Agency's petition.

The majority thus creates a *Hotel-California*-esque scenario whereby an agency may request a change to the level of recognition in an existing certification following a reorganization, but it will be nearly impossible to have that change recognized even when the change would more accurately reflect the realities of the current bargaining relationships.

Setting aside, for the moment, the majority's nostalgic journey into the past to resurrect never used and questionable precedent, the majority's decision is flawed in two respects.

First, the majority misconstrues the ARD's decision insofar as they state that the ARD found that changing the level of recognition on a certification is a nominal or technical change. The ARD did *not* address whether a change in a level of recognition would be a nominal or technical change. To the contrary, the ARD found that amending the Union's certification to list the CNIC as the level of recognition instead of the CNO would "accurately reflect the current name of the agency that employs bargaining[-]unit employees," would "simply reflect[] the current organizational structure under which [the Union's bargaining unit] work[s,] and [would] not otherwise alter the nature and scope of the bargaining unit."[8] The ARD's decision did *not* change – and did *not* purport to change – the level of recognition. Her decision simply recognized a change in the level of recognition that occurred when the Agency underwent a reorganization thirteen years earlier.[9] In this respect, the majority misreads the ARD's decision.

Second, even though the majority relies extensively on *Ft. McCoy* to determine that the ARD failed to apply established law, they give but a passing nod to the point that the union in that forty-year-old case, raised similar arguments to the Union here but ignore why the Assistant Secretary of Labor rejected the agency's request − because the Commander negotiated the latest bargaining agreement with the union *and* the Commander retained authority over all personnel matters, including selection, hiring, discipline, promotions, and personnel policies and procedures.[10] Accordingly, the Assistant Secretary concluded that "there is no evidence that the relationship between the exclusive representative and the C[ivilian]P[ersonnel]O[fficer] was affected, altered[,] or diminished in any way."[11]

None of the facts upon which the Assistant Secretary based his conclusion in *Ft. McCoy* are present in this case. Nonetheless, the majority erroneously concludes that the ARD reached her decision "without any argument or evidence that organizational changes have occurred to render the bargaining relationship inappropriate."[12] The ARD considered the same factual questions as the Assistant Secretary in *Ft. McCoy*, but found differently. Specifically, the ARD found: (1) that the CNIC, not the CNO, negotiated the latest bargaining agreement with the Union; and (2) that the CNIC has the authority "to hire, fire, and discipline [Union-represented employees,] and arbitrate

[1] The Eagles, Hotel California (Asylum Records 1977).
[2] ARD's Decision at 1.
[3] *Id.* at 2-3.
[4] *Id.* at 2.
[5] *Id.* at 3.
[6] 6 A/SLMR 184 (1976).
[7] 5 U.S.C. §§ 7101-35.
[8] ARD's Decision at 3.
[9] *Id.* at 2.
[10] *Ft. McCoy*, 6 A/SLMR at 185-86.
[11] *Id.* at 186.
[12] Majority at 5.

grievances."[13] The ARD also found that CNIC "has its own labor[-]relations program that handles labor relations for CNIC employees."[14] Based on these findings, ARD Bartlett appropriately concluded that amending the certificate to change the name *would* "*accurately reflect* the current name of the agency that employs bargaining-unit employees."[15] In response to these overwhelming *factual* findings (to which the Authority typically defers) the majority only briefly addresses one of the ARD's findings. Otherwise, the majority gives no reason for ignoring the reasonable factual findings made by the ARD.

Therefore, I do not agree that the ARD failed to apply established law. As I noted recently in *U.S. Department of VA, William Jennings Bryan Dorn, VA Medical Center, Columbia, South Carolina*,[16] the majority goes out of its way to defer to "arbitrators' erroneous factual findings" but will, without any hesitation, second-guess and reject "the reasoned determinations of its own administrative law judges,"[17] and now its own ARD.

So once again….

"Welcome to the Hotel California.
Such a lovely place (such a lovely place)
Such a lovely place.
They're living it up at the Hotel California
What a nice surprise (what a nice surprise),
Bring your alibis."[18]

Thank you.

[13] ARD's Decision at 3.
[14] *Id.*
[15] *Id.* (emphasis added).
[16] 69 FLRA 644 (2016) (Member Pizzella dissenting).
[17] *Id.* at 649 (Dissenting Opinion of Member Pizzella).
[18] http://www.bing.com/search?q=lyrics+hotel+california&src=IE-TopResult&FORM=IETR02&conversat ionid.

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGIONAL OFFICE

DEPARTMENT OF THE NAVY, COMMANDER
NAVY INSTALLATIONS COMMAND
(Agency/Petitioner)

and

INTERNATIONAL ORGANIZATION OF MASTERS,
MATES, AND PILOTS, AFL-CIO
(Labor Organization)

Case No. WA-RP-15-0042

DECISION AND ORDER

I. Statement of the Case

The Department of the Navy, Commander Navy Installations Command (CNIC or Agency) filed a representation petition with the Federal Labor Relations Authority (Authority) on June 30, 2015, under section 7111(b)(2) of the Federal Service Labor-Management Relations Statute. The petition sought to amend the certification issued in Case No. 3-RO-99 to reflect a change in the level of recognition within the Department of the Navy from the Chief of Naval Operations (CNO) to CNIC.[1]

The Parties signed stipulations of fact on January 29, 2016. (J Ex. 1). A Hearing Officer of the Authority held a hearing in this case on March 15, 2016 on the facts that could not be agreed to by stipulation and the parties filed briefs.[2] Because the record demonstrates that the CNIC now serves as the Agency employing bargaining unit employees, I find that the certification issued to the International Organization of Masters, Mates and Pilots, AFL-CIO (IOMM&P) should be amended to reflect the change.

II. Findings

On June 13, 1983, in Case No. 3-RO-99, the Washington Region of the Federal Labor Relations Authority certified IOMM&P as the exclusive representative of certain bargaining unit employees working at the Department of the Navy, Chief of Naval Operations (CNO).[3] The unit is defined as follows[4]:

> Unit: All Chief Pilots, WH-28, and Pilots, WH-27, employed by the Department of the Navy under Civil Service appointments, excluding all management officials, other supervisors, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, and employees primarily engaged in investigation or audit functions related to the internal security of the Activity, described in 5 U.S.C. 7116(b)(2), (3), (4), (6) and (7).

CNO is an Echelon 1 Command, the highest level of Command in the Department of the Navy.[5] CNO Admiral Vern Clark created a new command called Commander, Navy Installations (CNI) on March 27, 2003. CNI stood up on October 1, 2003,[6] and is an Echelon 2 Command that reports directly to CNO.[7] CNI is the budget submitting office for installation support and the Navy point of contact for installation policy and program execution oversight.[8] CNI's core responsibility is to provide unified program, policy and funding to manage and oversee shore installation support to the U.S. Naval Fleet.[9] CNI was eventually renamed Commander, Navy Installation Command (CNIC).[10]

[1] Stips. ¶1.
[2] The Hearing Officer's rulings made at the hearing are free from prejudicial error and are affirmed.
[3] Stips. ¶2.
[4] Stips. ¶2.
[5] Stips. ¶3.
[6] Stips. ¶4.
[7] Stips. ¶4.
[8] Stips. ¶4.
[9] Stips. ¶5.
[10] Stips. ¶6.

On April 21, 2011, CNO Vice Admiral J.M. Bird issued OPNAV Instruction 5450.339.[11] The instruction published the mission, function and tasks for CNIC. [12] CNIC is the immediate superior in command and assigned administrative command of the various Navy Regions, including the five (5) Regions in which IOMM&P bargaining unit employees work.[13] Since the creation of CNIC, the IOMM&P bargaining unit has not changed in any significant way.[14] IOMM&P and CNO negotiated collective bargaining agreements in 2003, 2008 and most recently, in 2010.[15] The 2010 CBA was negotiated by CNIC employees on behalf of CNO. (Tr. 24: 1-21).

Ship Pilots work in one of five separate Commander Navy Regions: (1) Northwest; (2) Mid-Atlantic; (3) Southeast; (4) Southwest; and (5) Hawaii. (J Ex. 6 and 7). The Commander Navy Regions report to CNIC. (J Ex. 6). Ship Pilot vacancy announcements state that they are employed by the Department of the Navy, Commander, Navy Installations. (A Ex. 2). CNIC personnel have the authority to hire, fire, and discipline Pilots and arbitrate grievances. (Tr. 21: 11-17; 25: 13-23; 34: 21-22). CNIC has its own labor relations program that handles labor relations for CNIC employees. (Tr. 32:4 – 34:3).

III. Analysis and Conclusion

The Petitioner is seeking for the certification to be amended to reflect CNIC as the appropriate level of recognition. The Authority has consistently allowed certifications to be amended to reflect nominal or technical changes to accurately reflect the current name of the agency that employs bargaining unit employees and does not otherwise alter the nature and scope of the bargaining unit. See *Naval Aviation Depot, Naval Air Station, Alameda, Cal.*, 47 FLRA 242 (1993).

Amending the certification to list CNIC as the employing Agency simply reflects the current organizational structure under which Ship Pilots work and does not otherwise alter the nature and scope of the bargaining unit. Under these circumstances, I have concluded that the certification issued to IOMM&P be amended to reflect the current organizational structure.

IV. Order

Having found that the proposed amendment of certification may be granted, I hereby ORDER that the certifications granted to IOMM&P be amended to list CNIC as the employing Agency for the following unit:

INCLUDED:	All Chief Pilots, WH-28, and Pilots, WH-27, employed by the Department of the Navy under Civil Service appointments.
EXCLUDED:	Management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

V. Right to Seek Review

Under section 7105(f) of the Statute and section 2422.31(a) of the Authority's Regulations, a party may file an application for review with the Authority within sixty days of this Decision. The application for review must be filed with the Authority by **August 15, 2016,** and addressed to the Chief, Office of Case Intake and Publication, Federal Labor Relations Authority, Docket Room, Suite 201, 1400 K Street, NW, Washington, DC 20424-0001. The parties are encouraged to file an application for review electronically through the Authority's website, www.flra.gov. [16]

Jessica S. Bartlett
Acting Regional Director, Washington Region
Federal Labor Relations Authority

Dated: June 13, 2016

[11] Stips. ¶7.
[12] Stips. ¶7.
[13] Stips. ¶7.
[14] Stips. ¶8.
[15] Stips. ¶9.

[16] To file an application for review electronically, go to the Authority's website at www.flra.gov, select eFile under Filing a Case tab and follow the instructions.