Office of Administrative Law JudgesWASHINGTON, D.C.

SOCIAL SECURITY ADMINISTRATIONBALTIMORE, MARYLAND
Respondent

and

Case No.
WA-CA-00455

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO,
COUNCIL 220 Charging Party

Eldridge E. Rice, Esquire For the Respondent Beth Ilana Landes, Esquire For the General Counsel
Ms. Carol Fehner For the Charging Party Before: WILLIAM B. DEVANEY
Administrative Law Judge

DECISION

Statement of the Case

This proceeding, under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the United States Code, 5 U.S.C. § 7101, et seq. [(1)], and the Rules and Regulations issued thereunder, 5 C.F.R. § 2423.1, et seq., concerns Respondent's failure and refusal to respond timely to a November 24, 1999, information request, which was reiterated on January 5, 2000, because Respondent had not responded. Respondent made no response until January 24, 2001; but asserts that it had, "essentially provided . . . most of the requested information . . . ." in response to other separate and distinct information requests. For reasons fully set forth hereinafter, I find that, while Respondent furnished some similar data, Respondent furnished none of the data requested on November 24, 1999, i.e. data beginning with October, 1999, to, at least November 24, 1999; and that Respondent's belated reply of January 24, 2001, was neither timely nor responsive to the November 24, 1999, data request and Respondent thereby violated §16(a)(1), (5) and (8) of the Statute.

This case was initiated by a charge filed on April 25, 2000 (G.C. Exh. 1(a)). The Complaint and Notice of Hearing issued September 28, 2000 (G.C. Exh. 1(b)) and set the hearing for February 27, 2001, pursuant to which a hearing was duly held on February 27, 2001, in Washington, D.C., before the undersigned. All parties were represented at the hearing, were afforded full opportunity to be heard, to introduce evidence bearing on the issues involved, and were afforded the opportunity to present oral argument which each party waived. At the conclusion of the hearing, March 27, 2001, was fixed as the date for mailing post-hearing briefs, and Respondent and General Counsel each filed a helpful brief, received on, or before, March 30, 2001, which have been carefully considered. Upon the basis of the entire record, I make the following findings and conclusions:

FINDINGS

1. The American Federation of Government Employees, AFL-CIO (hereinafter, "AFGE"), is the exclusive representative of a nationwide unit of employees of the Social Security Administration (hereinafter, Respondent) and American Federation of Government Employees, Council 220, AFL-CIO (hereinafter, "Union"), is an agency of AFGE for the purpose of representing bargaining unit employees in Respondent's field office/teleservice component.

2. On October 28, 1999, the Union filed a grievance re: Interactive Video Training (hereinafter, "IVT") No. FO-UMG-03[(2)] (Jt. Exh. 2). IVT is a system through which Respondent delivers training to its employees across the nation through downlinks which broadcast training videos. Employees are able to interact, i.e., ask questions and discuss matters, with the location where the broadcast originates. Both new and recently promoted employees receive IVT and while most employees receive the IVT broadcast at their regular work station, some employees may be required to travel to other sites if their offices do not have an IVT link (Tr. 79-88).

3. On November 24, 1999, the Union filed the information request, pursuant to § 14 of the Statute (§14(b)(4)), which it specifically designated, "Subject: FO-UMG-99-03, Request for Information". The following data was requested:

"1. Copies of data that reflects the name, duty station address, duty station phone number, IVT site address, and IVT site phone number.

The union's particularized need for this information is to identify all of the IVT trainees, where they work, and where they are receiving IVT training. The union will use this data in an arbitration to identify who was impacted by the grievance violations as well as to identify witnesses for our case. This data will show who had to travel to receive IVT training.

[Mr. Craig Campbell, who made the information requests (Jt. Exhs. 3 and 4), testified that the Union was no longer pursuing information requested in item 1, because,

"A That data was provided to us in another information request, dealing with formal discussions." (Tr. 40).

General Counsel, in her brief, states,

". . . Information requested in paragraphs [item] 1 and 4 of the November 24, 1999, letter are not covered by the complaint in this case." (General Counsel's Brief, p. 4, n.4)

Respondent, in his brief, stated,

"AFGE no longer sought the information that it had previously requested in item numbers one and four . . . ." (Respondent's Brief, p. 11).

Nevertheless, the propriety of the request, in particular, the duty station of the employee, was raised by Respondent. Indeed, in his brief, Respondent stated,

"The Agency argues that in its responses in AE # 1, under TABs, B and C, it supplied copies of data that reflects the name, duty station address, IVT site address . . . ." (Respondent's Brief, p. 11).

No lists were provided under TABs B or C and the lists provided under TAB D uniformly show redated material to the immediate right of the name of each employee which, possibly, was the employee's duty station. In any event, the lists under TAB D provided no employee work station and at the hearing Respondent appeared to assert that disclosure of duty station would constitute an unwarranted invasion of personal privacy under the Freedom of Information Act (5 USC § 552), a position I consider untenable (Tr. 132-133)].

"2. Copies of data that reflects the normal office hours for each IVT site and each duty station for the IVT trainee. I am also requesting copies of the sign-in/out sheets for each IVT trainee.

The union's particularized need for this information is to identify the normal office hours for each IVT trainee. The union will compare the normal office hours to the actual hours worked by the trainee. This data will be used to show that the Agency violated Article 10 by improperly requiring some trainees to work hours other than the normal office hours.

"3. Copies of data that reflects the city of residence for those trainees who have to travel to an IVT site.

The union's particularized need for this information is to identify those employees who are traveling outside there normal working hours. We will use this information to calculate estimated travel times. This information is needed to establish the impact of the violation.

"4. Copies of vouchers for IVT trainees.

. . . ."

[General Counsel stated at the hearing, ". . . Item 4 is not at issue in this complaint . . . This complaint does not allege anything with respect to item 4." (Tr. 40-41). Accordingly, copies of vouchers will not be further addressed].

"5. Copies of the long-term MOU site surveys conducted for each IVT sites.

The union's particularized need for this information is to identify when and where long-term training surveys were done. We will assess whether the surveys were proper. We will compare the surveys to the list of IVT sites to identify where the surveys should have been conducted.

"Please provide this information by no later than December 3, 1999. If I do not receive the data by that date I will assume that you are refusing to provide it. . . ." (Jt. Exh. 3)

4. On January 5, 2000, because Respondent had not responded to its November 24, 1999, information request, the Union reiterated its request and stated, inter alia, ". . . Please provide this information

by no later than January 15, 2000. . . ." (Jt. Exh. 4).

5. On July 21, 1983, AFGE and Respondent entered into a Memorandum of Understanding effective July 21, 1983 (retroactive to November 2, 1981), distributed by Respondent on September 23, 1983 (G.C. Exh. 2), entitled "Memorandum of Understanding for Travel Allowances for Long-Term Training Assignments" which currently is in effect (Tr. 20, 62). The MOU provided a procedure under which the Union and Respondent would conduct joint site surveys in order to determine a payment amount for per diem and lodging.

Mr. Michael A. Teefy, the local Union representative for the Vancouver, Washington Office, a National Council Representative and the person designated by the Field Office Council to receive Notice and site surveys (Tr. 61-62), testified that, although the MOU is still in effect (Tr. 62), site surveys were not conducted in accordance with the MOU (Tr. 68) and he was not provided site surveys for IVT training locations used in October and November, 1999.

In October, 1999, Respondent had approximately 600 IVT "downlink" sites and in February, 2001, 660 (Tr. 103). The majority of IVT students do their training at their own duty stations (Tr. 90). Ms. Betty J. Brown, a Labor Relations Specialist at Headquarters, Baltimore, Maryland (Tr. 114), testified, in part, as to site surveys, that,

". . . they don't conduct them presently unless they're using a new hotel or a new facility for which a site survey has never been conducted. . . . The site surveys were sent to Mr. Teefy. They were sent in accordance with the MOU, but that was during the time of traditional training. Since there is no longer classroom training that requires people to stay, it was -- the information given to us was the last site surveys that were conducted were sent to Mr. Teefy. . . since they're not using hotels basically any more, they're using IVT. There was no need to do them." (Tr. 136-137).

CONCLUSIONS

1. Respondent Violated §§ 16(a)(1), (5) and (8) of the Statute.

The November 24, 1999, information request sought information for October and November, 1999, in relation to its grievance FO-UMG-99-03. Respondent did not reply to the November 24, 1999, information request until January 24, 2001 (Agency Exh. 1), fourteen months after the request. Indeed, arbitration of FO-UMG-99-03 had been invoked by the Union on January 12, 2000 (G.C. Exh. 4, Tr. 25) and the matter was set for arbitration in March, 2001 (Tr. 24).

§14(b)(4) requires an agency to respond to an information request from an exclusive representative even if the response is that the information sought does not exist, Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, Silver Spring, Maryland, 30 FLRA 127, 145 (1987); or is not maintained by the agency,

Social Security Administration, Baltimore, Maryland and Social Security Administration, Area II, Boston Region, Boston, Massachusetts, 39 FLRA 650, 656 (1991), U.S. Department of Justice, Immigration and Naturalization Service, Northern Region, Twin Cities, Minnesota, 52 FLRA 1323, 1336 (1997). Failure to respond to a union's information request in a timely manner also constitutes a violation of §16(a)(1), (5) and (8) of the Statute. Department of Health and Human Services, Social Security Administration, New York Region, New York, New York, 52 FLRA 1133, 1150 (1997). Here, Respondent did not reply to the Union's information request, either verbally or in writing, until January 24, 2001. Thus, Mr. Campbell, who made the request, and Ms. Fehner, who succeeded Mr. Campbell when he encountered health problems (Tr. 25), each credibility testified that neither a verbal nor written response was received (Tr. 35, 36-37, 45-46 116).[3] Not only was a response fourteen months after the request was made was not timely; but Respondent's belated response was not responsive to the November 24, 1999, request as it provided none of the information requested (Tr. 69). Indeed, as Respondent's January 24, 2001, response indicates, Respondent asserts that similar information, for other periods of time, had been provided in response to other information requests, thus: the July 14, 2000, response concerned: a) grievance GC-UMG-00-01; and b)related to data beginning on March 27, 2000 (Agency Exh. 1, TAB B); the September 27, 2000, response concerned data from July 18-19, 2000 (Agency Exh. 1, TAB C); and the response of July 2, 2000, concerned formal discussions held in March and April, 2000 (Agency Exh. 1, TAB D); whereas, the information sought in the November 24, 1999, information concerned October and November, 1999. Without determining whether the information furnished by Respondent for 2000 was, or was not similar, the fact that information was furnished for a different year, 2000, than the year and period, October and November, 1999, requested, is not responsive to the request and constitutes a failure and refusal to furnish the information requested for use in grievance FO-UMG-99-03.

2. The Requested Information.

The Union's November 24, 1999, information request, pursuant to §14(b)(4) of the Statute, consisted of five categories.

a). As noted above, category 1. was no longer pursued (". . . name, duty station address, duty station phone number, IVT site address, and IVT site phone number.") because the data was provided to the Union in another information request. The fact that it furnished the data in another information request does not excuse or justify Respondent's failure and refusal to timely reply. If Respondent furnished the data, it is estopped to assert that disclosure was barred; nevertheless, to the extent that Respondent persists is asserting that, despite the fact that it furnished the requested data, disclosure is barred by the Freedom of Information Act as an unwarranted invasion of personal privacy (5 U.S.C. § 552(b)(6), Respondent's assertion is untenable and unsupported by United States Department of Defense, et al. v FLRA, 510 U.S. 487 (1994). The employee's duty station address and telephone number and IVT site address and telephone number do not constitute personnel records of the employee but, rather, employer records of persons employed at a duty station that it has sent to an IVT site for

training. Moreover, because the data concerns the training of employees at IVT sites, such information would significantly contribute to the public's understanding of the operations or activities of Respondent, here training at various IVT sites. Cf. Department of Justice v. Reporters Committee for Freedom of the Press, 489 U.S. 749 (1989).

b). Neither the Union, in its request, nor the General Counsel has shown any necessity for that part of the data sought in Category 2 ". . . normal office hours for each IVT site and each duty station for the IVT trainee." Although the Union asserted it needed this data to,

". . . compare the normal office hours to the actual hours worked by the trainee. This data will be used to show that the Agency violated Article 10 by improperly requiring some trainees to work hours other than the normal office hours." (Jt. Exh. 3).

The record plainly shows, as Respondent stated in denying the data, that when out-of-office training is involved, flex-time may be suspended and trainees may be required to observe normal office working hours at the site of training. Thus, Appendix A, Section 7 provides, in relevant part, as follows:

"I. **RETURN TO FIXED SHIFT**

"The conditions listed below are examples of reasons that may be cause for a return to normal working hours for all or some participating employees:

"b. OUT-OF OFFICE TRAINING

"Employees who are scheduled to attend all day or partial day out-of-office training may be required to revert to normal office working hours.

"c. TRAVEL STATUS

"Employees who will be in travel status will either revert to normal office hours or remain in flextime, depending upon operational needs." (Jt. Exh. 1, Appendix A, Article 10, Sec. 7 Ib. and c.)

Ms. Carol Fehner, Second vice President of the Union, testified, in part, as follows:

"Q [By Ms. Landes] Now Ms. Fehner, I believe during Respondent's opening statement he mentioned something about office hours being suspended during IVT . . . Is that true?

"A The flextime and compressed work schedules are suspended pursuant to our agreement. . . [Appendix A, Article 10, Sec. 7 Ib. quoted] We believe that [normal office working hours] to be a term of art that refers to the office hours prior to our negotiated flex time and compressed work schedule negotiated provisions.

. . .

"JUDGE DEVANEY: Isn't there also some doubt as to what you mean by what office we're talking about?

"THE WITNESS: It would be whatever office they were assigned to.

"THE WITNESS: For that training." (Tr. 51-52)

. . .

"JUDGE DEVANEY: Suppose in Los Angeles they have the 8 o'clock fixed time . . . They go to Mesa, Arizona for a training program. And there the training programs begins at 9 o'clock. Now under this, isn't it saying that the schedule at Mesa is going to go?

"THE WITNESS: Yes, it does.

"JUDGE DEVANEY: What does the schedule back at Los Angeles have to do with it? You were asking for that information. I don't know [sic] see what materiality it would have.

"THE WITNESS: I have to agree with you." (Tr. 53).

c). The last sentence of the Union's category 2 request was for, " . . . copies of the sign-in/out sheets for each IVT trainee." The Union stated in its request that it needed the sign-in/out sheets, ". . . to identify the normal office hours for each IVT trainee . . . .", a justification, in context, that seemed highly specious. But, General Counsel, on the record, demonstrated a clear and compelling need for the information in evaluating possible contract; Fair Labor Standards Act; or Federal Travel Regulation violations. First, the sign-in/out sheets would provide the names of employees who took IVT training at each training site. Second with the duty station of each trainee, the Union could approximate, based on the distance and time from duty station to IVT site, the time the trainee would have had to have left to reach the IVT site at the time of sign-in. In like manner, the time the trainee signed out would give an approximation, based on distance and time, of when the trainee would have arrived at the duty station after training (Tr. 29. 49-50). Depending on the distance to the IVT site the Union would have a reasonable basis to judge whether a stay at a hotel/motel had been required and, if so, whether Respondent had complied with the site survey MOU. The sign-in/out sheets are maintained locally (Tr. 30, 82, 85-86, 106, 108), are reasonably available, and do not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining. The period for which the information was sought was short - October and November, 1999 - and Respondent's assertion that production of the sign-in/out sheets, ". . . would be unduly burdensome to collect." (Agency's Brief, p. 7) is not supported by the record. I fully agree with General Counsel that because information is not centrally maintained is not a lawful reason to refuse to provide it:

". . . The Authority . . . has rejected this idea, stating that location of requested information is not a determining factor as to whether it must be provided. . . There is no reason why Respondent could not have asked the Regional or Field Offices to gather the requested information . . . and provide it to the Union in response to [its] November 24, 1999 request." (General Council's Brief, pp. 10-11).

See: Department of Health and Human Services, Social Security Administration, 36 FLRA 943, 948 (1990); U.S. Department of Commerce,

National Oceanic and Atmospheric Administration, National Weather Service, Silver Spring, Maryland, 38 FLRA 120, 129 (1990); Federal Bureau of Prisons, Washington, D.C., Dallas, Texas, and Oklahoma City, Oklahoma, 55 FLRA 1250, 1254-1255 (2000).

d). The information sought in Category 3 was, ". . . data that reflects the city of residence for those trainees who have to travel to an IVT site" (Jt. Exh. 3). I fully understand and appreciate the desirability of having the information from the standpoint of collective bargaining; but I conclude, as Respondent stated in its refusal to supply this data, that disclosure is barred by the Freedom of Information Act and the Privacy Act.

The record of an employee's city of residence is party of the employee's personnel records, whereas, by contrast, duty station and IVT addresses are not personal records of an employee, but are employer (Agency) records. The city of residence of an employee legally is indistinguishable from name and home address which the United States Supreme court held were barred from production under §14(b)(4) of the Statute. United States Department of Defense, et al., 510 U.S. 487 (1994) (hereinafter "Department of Defense"). The Privacy Act provides, in part, that,

"(b) CONDITIONS OF DISCLOSURE. - No agency shall disclose any record which is contained in a system of records . . . except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains, unless disclosure of the record would be -

. . .

(2) required under section 552 of this title.

. . ." (5 U.S.C. § 552a(b)(2))

The Freedom of Information Act provides that,

"(a) Each agency shall make available to the public information . . .

(b) This section does not apply to matters that are:

. . .

(6) personnel and medical files . . . the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;

. . . ."

(5 U.S.C. § 552(a),(b)(6)) (Emphasis supplied).

§14(b)(4) of the Statute imposes an obligation, inter alia,

to furnish data, ". . . to the extent not prohibited by

law . . . ." (5 U.S.C. § 7114(b)(4).

In Department of Defense, supra, the Court stated, in part, as follows:

". . . it [the Labor Statute] allows the disclosure of information necessary for effective collective bargaining only 'to the extent not prohibited by law.' 5 U.S.C. § 7114(b)(4). Disclosure of the home addresses is prohibited by the Privacy Act unless an exception to that Act applies. The terms of the Labor Statute in no way suggest that the Privacy Act should be read in light of the purposes of the Labor Statute. If there is an exception, therefore, it must be found within the Privacy Act itself. Congress could have enacted an exception to the Privacy Act's coverage for information 'necessary' for collective-bargaining purposes, but it did not do so. In the absence of such a provision, respondents rely on the exception for information the disclosure of which would be 'required under [FOIA].' § 552a(b)(2). Nowhere, however, does the Labor Statute amend FOIA's disclosure requirements or

grant information requesters under the Labor Statute special status under FOIA. [footnote omitted] Therefore, because all FOIA requesters have an equal, and equally qualified, right to information, the fact that respondents are seeking to vindicate the policies behind the Labor Statute is irrelevant to the FOIA analysis. Cf. Reporters Committee, 489 U.S., at 771-772." (510 U.S., at 498-499).

The Court further stated, in part,

". . . the only relevant 'public interest in disclosure' . . . is the extent to which disclosure would serve the 'core purpose of the FOIA,' which is 'contribut[ing] significantly to public understanding of the operations or activities of the government.' Reporters Committee, supra, at 775 . . . 'except in certain cases involving claims of privilege, 'the identity of the requesting party has no bearing on the merits of his or her FOIA request,' 489 U. S., at 771" [footnote omitted] (510 U.S. at 495-496).

. . .

"The relevant public interest supporting disclosure in this case is negligible, at best. Disclosure of the addresses might allow the unions

to communicate more effectively with employees, but it would not appreciably further 'the citizens' right to be informed about what their government is up to. '. . . Indeed, such disclosure would reveal little or nothing about the employing agencies or their activities. . . ." (510 U.S., at 497).

What the Court stated in Department of Defense, supra, is fully applicable here. Accordingly, the request for employees' city of residence was properly denied because disclosure is contrary to law because barred by the Privacy Act and the Freedom of Information Act.

e). In category 4, the Union sought, "Copies of vouchers for IVT trainees." (Jt. Exh. 3). This issue is not before me, not having been raised in the Complaint, and I express no opinion concerning this data.

f). In category 5, the Union sought, "Copies of the long-term training MOU site surveys conducted for each IVT sites." (Jt. Exh. 3). The short answer is that Respondent apparently conducted no site surveys for IVT sites and, therefore, there were none to provide. In its December 10, 1999, response to grievance no FO-UMG-99-03, Respondent stated, in part, as follows:

"The Agency began the most recent Interactive Video Training (IVT)... in October 1999. Since your grievance indicated concerns with Agency's October Long-Term IVT classes, our response speaks specially to them. Our responses to the issues you raised are presented below:

"We are not aware of any employees who were required to Travel outside of their official duty station and who were not compensated for such travel to and from IVT sites." (Agency Exh.1, TAB F)

I note, specifically, that only a portion of the December 10, 1999, letter to Mr. Campbell, from Ms. Laurie Walkins, Director, Office of Labor-Management and Employee Relations, was included under Tab F, namely page 1 and page 4. As a result, the question of whether site surveys were conducted for October - November, 1999, IVT training sites was not addressed on page 4 and, because pages 2 and 3 were not supplied, it is not known whether the question was addressed on the missing pages of the December 10, 1999, letter.

Nevertheless, the testimony shows that no site surveys were conducted in 1999 for the October - November, 1999, IVT training. Thus, Mr. Teefy, the designated Union official to receive site survey, testified

"Q [Mr. Rice] Is that basically your testimony here today that the Agency failed to conduct them, the IVT surveys?

. . .

THE WITNESS: Okay. Yes, the site surveys were not conducted in accordance with the long-term training MOU...." (Tr. 67-68).

Ms. Brown testified, in part, as follows:

"A . . . they don't conduct them presently unless they're using a new hotel or a new facility for which a site survey has never been conducted.

. . .

"A . . . They were done with the concurrence of the local Union rep or the designated Union rep at that time and Management and the site surveys were sent to Mr. Teefy. . . but that was during the time of traditional training. Since there is no longer classroom training that requires people to stay . . . the information given to us was the last site surveys that were conducted were sent to Mr. Teefy. . . since they're not using hotels basically any more, they're using IVT. There was no need to do them." (Tr. 136-137).

Whether Respondent was obligated to conduct site surveys was, in part, the subject of the Union's grievance (Jt. Exh. 2, item 5). While the record does not show that site surveys were conducted for the October - November, 1999, IVT training sites and/or that Mr. Teefy had not been supplied copies of any site surveys conducted for 1999 period, if there were any site surveys conducted for the 1999 period they should have been provided the Union.

By failing to respond timely to the Union's November 24, 1999, request and by its failure to provide the trainee's duty station and IVT training site; the sign-in/out sheets for each IVT trainee; copies of site surveys conducted, if any, for each October - November, 1999, IVT site, and if no site surveys for the 1999 period were conducted, a clear, unequivocal statement that none were conducted, Respondent violated §§ 16(a)(1), (5) and (8) of the Statute. Social Security Administration, Baltimore, Maryland and Area II, Boston Region, Boston,

Massachusetts, 39 FLRA 650, 656 (1991); Department of Health and Human Services, Social Security Administration, New York Region, New York, New York, 52 FLRA 1133, 1149-50 (1997).

Having found that Respondent violated §§ 16(a)(1), (5) and (8) of the Statute, it is recommended that the Authority adopt the following:

ORDER

Pursuant to § 2423.41(c) of the Authority's Rules and Regulations, 5 C.F.R. § 2423.41(c), and § 18 of the Statute, 5 U.S.C. § 7118, it is hereby ordered that the Social Security Administration, Baltimore, Maryland, shall:

1. Cease and desist from:

(a) Failing and refusing to reply timely to requests for information from American Federation of Government Employees, AFL-CIO, Council 220 (hereinafter, "Union"), the agent of the American Federation of Government Employees, AFL-CIO, the exclusive representative of a nationwide unit of Respondent's employees, for the purpose of representing bargaining unit employees in the field office/teleservice component of Respondent.

(b) Failing and refusing to furnish data requested on November 24, 1999, by the Union to the extent not prohibited by law.

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

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

(a) Respond timely to requests of the Union for data pursuant to § 14(b)(4) of the Statute.

(b) Furnish the data, to the extent not prohibited by law, and to the extent not already furnished, requested by the Union on November 24, 1999, specially: a) copies of the sign-in/out sheets for each IVT trainee for October - November, 1999; and b) copies of the long term training MOU site surveys conducted, if any, for each IVT site for the October - November, 1999, IVT training, and if no site surveys for the 1999 period were conducted, a clear, unequivocal statement that none were conducted.

(c) Post at all of its facilities where bargaining unit employees in its field office/teleservice component, represented by the Union, are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by

the Commissioner of the Social Security Administration, 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 ensure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to § 2423.41(e) of the Authority's Rules and Regulations, 5 C.F.R. § 2423.41(e), notify the Regional Director, Washington Region, Federal Labor Relations Authority, Tech World Plaza, 800 K Street, N.W., Suite 910N, Washington, D.C. 2001, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

WILLIAM B. DEVANEY

Administrative Law Judge

Dated: September 25, 2001

Washington, D.C.

NOTICE TO ALL FIELD OFFICE/

TELESERVICE EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Social Security Administration, Baltimore, Maryland, violated the Federal Service Labor-Management Relations Statute (hereinafter, "Statute"), and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY ALL EMPLOYEES OF OUR FIELD OFFICE/TELESERVICE COMPONENT, REPRESENTED BY AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, COUNCIL 220 (hereinafter, "Union"), THAT:

WE WILL NOT fail or refuse to reply timely to requests for information from the Union pursuant to Section 7114(b)(4) of the Statute.

WE WILL NOT fail or refuse to furnish data, to the extent not prohibited by law and to the extent not already furnished, requested by the Union on November 24, 1999.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce employees in the exercise of their rights assured by the Statute.

WE WILL, furnish the information, to the extent not prohibited by law, and to the extent not already furnished, requested by the Union, pursuant to Section 7114(b)(4), on November 24, 1999, specially: a)copies of the `sign-in/out sheets` for each `IVT` trainee for October - November, 1999; and b) copies of the long term training MOU site surveys conducted, if any, for each `IVT` site for the October - November, 1999, `IVT` training, and if no site surveys for the 1999 period were conducted, a clear, unequivocal statement that none were conducted.

WE WILL respond in a timely manner to requests for data by the Union pursuant to § 7114(b)(4) of the Statute.

Dated: _____ _____

Commissioner

Social Security Administration

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, Washington Region, Federal Labor Relations Authority, whose address is: Tech World Plaza, 800 K Street, N.W., Suite 910N, Washington, D.C. 20001, and whose telephone number is: (202) 482-6700.

1. For convenience of reference, sections of the Statute hereinafter are, also, referred to without inclusion of the initial, "71", of the statutory reference, i.e., Section 7114(b)(4) will be referred to, simply, as, "§ 14(b)(4)".

2. The grievance should have been numbered FO-UMG-99-03, but the "99", which stood for the year in which it was filed, inadvertently was left out (Tr. 22). In later documents, it is correctly numbered FO-UMG-99-03 (Jt. Exh. 3).

3. Mr. Teefy testified that he received no response to the request for site surveys (Tr. 68), but he also stated that ". . . the site surveys were not conducted in accordance with the long-term training MOU. . ." (id.), which I take to mean that Respondent did not supply site surveys from IVT sites it used in October and November, 1999, because it made none.