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

PHILADELPHIA NAVAL BASE PHILADELPHIA NAVAL STATION AND PHILADELPHIA NAVAL SHIPYARD Respondents	
and	Case No. 2-CA-80468
PHILADELPHIA METAL TRADES COUNCIL, AFL-CIO Charging Party	
and	
PHILADELPHIA NAVAL BASE, PHILADELPHIA NAVAL STATION AND PHILADELPHIA NAVAL SHIPYARD Respondents	
and	Case No. 2-CA-80475
PLANNERS, ESTIMATORS, PROGRESSMEN AND SCHEDULERS ASSOCIATION, LOCAL 2 Charging Party	

Thomas F. Wood
For Respondents

Barbara S. Liggett, Esq.
For General Counsel of FLRA

Before: SAMUEL A. CHAITOVITZ
Administrative Law Judge

DECISION

Statement of the Case

This is a proceeding under the Federal Service Labor-Management Relations Statute, as amended, 5 U.S.C.

§§ 7101-7135, hereinafter called the Statute, and the Rules and Regulations of the Federal Labor Relations Authority (FLRA), 5 C.F.R. Chapter XIV, § 2410 et seq.

The charge in Case No. 2-CA-80468 was filed by the Philadelphia Metal Trades Council, AFL-CIO, hereinafter referred to as MTC, against Philadelphia Naval Shipyard, hereinafter referred to as Shipyard, and a First Amended Charge was filed adding Philadelphia Naval Base, hereinafter referred to as Naval Base, as an additional respondent. MTC filed a Second Amended Charge in this case adding Philadelphia Naval Station, hereinafter referred to as Naval Station, as an additional respondent. All three Respondents will hereinafter be referred to collectively as Respondents.

The charge in Case No. 2-CA-80475 was filed by the Planners, Estimators, Progressman and Schedulers Association, Local 2, hereinafter referred to as PEPS, against Shipyard, and a First Amended Charge was filed adding Naval Base as an additional respondent. PEPS filed a Second Amended Charge adding Naval Station as an additional respondent.

Based on the foregoing the General Counsel of the FLRA, by the Regional Director of Region II of the FLRA, issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing and then issued an Amended Consolidated Complaint and Notice of Hearing, alleging that Respondents Shipyard, Naval Base, and Naval Station violated Section 7116(a)(1) and (5) of the Statute by eliminating certain parking spaces utilized by members of certain bargaining units. Respondents filed Answers to both the Consolidated Complaint and the Amended Consolidated Complaint denying they had violated the Statute.

A hearing in this matter was conducted before the undersigned in Philadelphia, Pennsylvania. Shipyard, Naval Base, Naval Station, and General Counsel of the FLRA were represented and afforded a full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence and to argue orally. Briefs were filed and have been fully considered.

Based upon the entire record in this matter, my observation of the witnesses and their demeanor, and my evaluation of the evidence I make the following:

Findings of Fact

At all times material MTC has been the collective bargaining representative for a unit of certain non-supervisory ungraded employees of the Shipyard and PEPS has been the collective bargaining representative for a unit of non-supervisory graded and ungraded production facilitating employees of the Shipyard in the Planning Department and the Production Department. There has been no direct collective bargaining relationship between either MTC or PEPS and Naval Base or Naval Station.

There are approximately forty different Navy activities located at the Philadelphia Naval Installation, including Shipyard, Naval Base and Naval Station. Shipyard is a subordinate activity of the Naval Sea Systems Command, which is subordinate to the Chief of Naval Operations. Naval Base reports to the Commander in Chief of the Atlantic Fleet, hereinafter referred to as CINCLANTFLEET, which in turn is a subordinate command of the Chief of Naval Operations. Naval Station is a subordinate activity of the Naval Base, although it reports directly to CINCLANTFLEET on some matters. The Chief of Naval Operations is a subordinate of the Secretary of the Navy, who, in turn, reports to the Secretary of Defense.

The major function of the Shipyard is to repair ships, although it also performs some auxiliary functions for the other various activities located at the Philadelphia Naval Installation. Among the auxiliary functions performed by the Shipyard are providing fire and police services, parking administration, and parking enforcement. Although the personnel who actually enforce the parking rules and regulations are employees of the Shipyard, they are located organizationally within the Command Security Office, which is headed by an official who reports to both the Shipyard and the Naval Base. The Naval Station performs support functions for military personnel on the installation and for other activities located there. The function of the Naval Base is to oversee the operations of the installation and see that it runs smoothly. As the senior Naval officer on the installation, the Commander of the Naval Base settles disputes between the various activities located on the installation.

Since June 1988 all of the property at the Philadelphia Naval Installation has been owned by the Naval Base, although the actual administration of the property has been exercised by the Shipyard and the Naval Station. Prior to

June 1988 Shipyard owned and controlled all of the property at the Philadelphia Naval Installation inside the controlled industrial access area and some property outside this area. The remaining property on the Philadelphia Naval Installation had been owned and operated by the Naval Station. One of the properties previously owned by Shipyard was Building 1032.

Building 1032 is located near the northwest corner of a parking lot which is used by Shipyard employees and is designated as Area 74. This building is located at the corner of Broad and Rowan Streets. In 1963 Fidelity Bank built Building 1032 and operated it as a private bank until about 1980. From May 1983 until April 1988 another private bank, PSFS, operated at Building 1032. When Fidelity Bank occupied Building 1032 approximately nine spaces were reserved for the use of bank customers and employees.

Naval Base negotiated with PSFS over a one year period attempting to convince the bank to operate on the installation. In May 1983 an agreement was reached and signed by PSFS, Shipyard and Naval Base. This agreement included, among other terms, that PSFS would be provided with thirty parking spaces for bank employees and customers. Attached to the agreement was a map of the specific parking spaces assigned for bank use. These parking spaces were located as follows: two in an alcove at the northeast corner of the bank building, eight in the first row parallel to and abutting the bank drive through-window, eleven in a second row parallel to the first row and separated from the first row by an aisle, and nine in a third row which is adjacent to the second row.

During May 1983 Shipyard and Naval Station started proceedings to transfer ownership of Building 1032 from Shipyard to Naval Station because one of the incentives offered to PSFS was to pay the bank's utilities, which is something Shipyard was not authorized to do. This transfer of property was completed on August 23, 1983.

The above described parking spaces in the second and third rows were part of Shipyard's Parking Area 66, which had just been abolished. Shipyard Parking Coordinator James McGinley and his supervisor, Administrative Security Officer Steve Thomas, agreed to make the former Area 66 part of Area 74. McGinley, upon learning of the agreement to give PSFS thirty spaces, talked to bank officials and offered to provide the bank with about eleven parking spaces, located in the first row and the alcove, and to permit bank

employees to park near the bank on paydays or other days when the bank had additional staff. The bank officials did not mention their entitlement to thirty spaces nor did they object to McGinley's actions. McGinley, in turn, advised his supervisor of what had transpired and the supervisor did not object. The spaces in the first row were marked as reserved for the use of the bank. Further, although there was some confusion, I find that two or three spaces in the second row were marked as reserved for bank parking. McGinley served in the position of Parking Coordinator until April 1985.

During January 1984 Shipyard and MTC negotiated over the elimination of employee parking inside the controlled industrial area. During these negotiations MTC requested and received from a Shipyard negotiator a base parking inventory, which indicated the bank had nine spaces.

Because of problems in September 1986 with enforcement concerning the nine spaces in the area furthest from the bank, the third row, Naval Base and PSFS orally agreed that only the twenty-one spaces closest to the bank building would be set aside for bank parking, omitting the nine spaces in the third row. The record does not establish whether there was any mention of McGinley's earlier action in reducing the number of bank parking spaces.

The eleven spaces in the second row from the bank building are the subject of the dispute herein. A car entering Parking Area 74 from Rowan Street would have to make a "U-turn" at the end of the third row from the bank in order to get to the second row from the bank. A left turn from the third row from the bank would direct cars into the remainder of Area 74.

Employees in the units represented by MTC and PEPS regularly park their personal cars, both individual and car pool cars, in Area 74. According to the record herein employees in these two units regularly parked their personal cars used in commuting to work in the second row from the bank, even if they did so only occasionally. The record does not establish with any precision how widespread this parking practice was among the employees in the two units involved herein. Similarly there is no direct evidence that any supervisors or management officials actually observed such employees in the two units actually parking in the second row from the bank. The record fails to establish that any employees' cars were ticketed or towed because they had parked in the second row from the bank.

In early 1988 Shipyard restriped the parking spaces in Area 74, apparently including the third row from the bank, but not those spaces in the first and second row from the bank. Employees were given three days notice of the striping. There were two signs placed in the concrete curb at either end of the second row designating that area for bank parking. Apparently on the same poles but facing in the opposite direction from the bank signs were signs that said Area 74. These two signs, however, had apparently been hit by cars so the signs were turned ninety degrees.

In September 1988 the Naval Base moved its base library into Building 1032, PSFS having vacated in about April 1988. Before opening the library the parking spaces adjacent to the bank and in the first and second row from the bank were restriped and new signs were erected designating these spaces were reserved for library patrons. There are twenty-one spaces so marked, including the eleven spaces in the second row from the bank. Neither MTC nor PEPS were notified of any change in the availability of parking spaces for members of the two units in the second row from Building 1032. When Parking Area 74 fills up, as it often does, employees assigned to this area, which includes members of the units represented by MTC and PEPS, must park in an overflow lot which is about one half to one mile from Area 74, and then walk to their worksites or wait for a shuttle bus.

There are between 22,000 and 23,000 parking spaces at the Philadelphia Naval Installation. Shipyard is responsible for registering and issuing Department of Defense decals to all vehicles which are authorized to enter the installation. Shipyard is responsible for assigning parking spaces to Shipyard employees only for parking areas controlled by Shipyard. The allocation or assignment of parking spaces for areas controlled by any other tenant activity is the responsibility of that activity. Without specific approval of Naval Base or Naval Station, Shipyard would not be able to assign parking spaces controlled by Naval Base or Naval Station to Shipyard employees.

Discussion and Conclusions of Law

General Counsel of the FLRA contends that Shipyard violated Section 7116(a)(1) and (5) of the Statute by making a unilateral change in conditions of employment of employees in the two bargaining units by eliminating the eleven parking spaces in the second row without first giving MTC and PEPS notice and an opportunity to bargain over the

substance and the impact and implementation of the alleged change. General Counsel of the FLRA contends, further, that Naval Base and/or Naval Station violated Section 7116(a)(1) and (5) of the Statute by interfering with the bargaining relationships between both MTC and PEPS and Shipyard by changing conditions of employment without first ensuring that Shipyard had been given the authority and opportunity to fulfill its bargaining obligation.

Respondents contend that there were no violations of the Statute because the parking in the second row was not a condition of employment of employees in the two bargaining units because these parking spaces had been under the control of the Naval Station since May 1983, and not under the control of the Shipyard, and because parking was controlled by a Government-wide rule and regulation, 41 CFR 101-20.104-1. Respondents also contend that the employees in the two units had not consistently parked in the second row for an extended period of time sufficient to establish a past practice.

The FLRA has held that the availability of parking facilities to unit employees is a condition of employment within the meaning of the Statute and an agency cannot make changes in such a condition of employment without first giving the collective bargaining representative notice and an opportunity to bargain over the substance as well as the impact and implementation of the change. U.S. Customs Service, Washington, D.C., 29 FLRA 307 (1987); and American Federation of Government Employees, Local 644, AFL-CIO and U.S. Department of Labor Occupational Safety and Health Administration, 21 FLRA 658 (1986), hereinafter called the OSHA case. Thus, absent any other limitation, the providing of parking to employees is a condition of employment and is, accordingly, negotiable under the Statute.1/

Section 7117(a)(1) of the Statute provides, inter alia, that the duty to bargain does not extend to matters that are inconsistent with any Federal law or any Government-wide

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1/ This does not constitute a finding that there was an existing or past practice of providing parking in the instant case. Further, it should be noted, the mere existence of some past practice can not make something a condition of employment that would not otherwise be one. E.g., U.S. Customs Service, Washington, D.C., supra, at Fn. 3 p. 308; Department of the Navy, Naval Weapons Station Concord, Concord, California, 33 FLRA 770 (1988), at 771.

rule or regulation. Respondents contend that bargaining about parking in the second row from Building 1032, the library, would constitute bargaining about such a matter that is inconsistent with the Federal Property Management Regulations (FPMR), Sections 41 CFR 101-20.104-1 and 101-20.104-2, a Government-wide rule or regulation.2/ FPMR, 41 CFR 101-20.104(d) provides that GSA may delegate the responsibility for management, regulation and policing of parking facilities to occupant agencies, which was apparently done in the subject case. FPMR, 41 CF 101-20.104-2(a) and (b), provides "(a) Parking spaces not required for official needs may be used for employee parking, (b) GSA (or other agencies having assignment responsibilities) will determine the total number of spaces available for employee parking . . ." FPMR, 41 CFR 101-20.104-1, entitled "Allocation and assignment of parking for official needs," provides an order of priority for assigning parking for official needs. This order of priority is Postal vehicles; Government owned vehicles used for criminal apprehension, firefighting, and other emergency functions; private vehicles owned by Article III judges and Members Of Congress; other Government owned vehicles; and, lastly, "(e) Service vehicles and vehicles of patrons and visitors."

Respondents contend that because it was determined that the parking spaces in the second row from Building 1032, the library, had been set aside for bank and then library patrons such spaces were assigned to "patrons and visitors" within the meaning of FPMR, 41 CFR 101-20.104-1(e), and thus were within the meaning of "official needs". Respondents argue that only after parking for "official needs" are provided does an agency have the discretion to provide employee parking under FPMR, 41 CFR 101-20.104-2(a), and therefore spaces in the second row could not be allocated for employee parking. Accordingly, Respondents conclude pursuant to Section 7117(a)(1) of the Statute there was no obligation to negotiate concerning parking in the second row because to do so would have been inconsistent with a Government-wide rule or regulation.

2/ For the purpose of this discussion it is assumed, because it has not been contested by the General Counsel of the FLRA or the Charging Parties, that GSA has jurisdiction to regulate the parking on the Philadelphia Naval Installation, even though the property involved is owned and controlled by an activity of the Navy.

The FLRA has held that the FPMR applies to the federal civilian work force as a whole and is a Government-wide regulation within the meaning of Section 7117(a)(1) of the Statute. OSHA, supra, at 663. I conclude, however, that the allocation of the parking spaces in the second row from Building 1032 to employee parking would not, in and of itself, be inconsistent with the relevant FPMR provisions.

There were between 22,000 and 23,000 parking spaces on the Philadelphia Naval Installation and the local activities had the authority to allocate those spaces and to apportion them for various purposes. Which and how many spaces were to be assigned for the parking of patrons of and visitors to Building 1032, library or bank, was within the discretion of the local Naval authorities. Similarly, which and how many spaces were to be allocated for employee parking was in the discretion of the local Naval authorities. In the light of the discretion the FPMR grants to the Naval authorities I conclude that negotiating concerning the allocation of the disputed parking spaces to employees in the two units, herein, would not have been inconsistent with any Government-wide rule and regulation within the meaning of Section 7117(a)(1) of the Statute. See OSHA, supra.

Shipyard contends that it was without authority or power to negotiate concerning allocating spaces for employee parking in the second row from Building 1032 because that parking area was under the control and jurisdiction of the Naval Station. In this regard it is noted that Building 1032 was owned by Shipyard until August 1983, when it was transferred to Naval Station, which owned it until June 1988, when it was transferred to Naval Base, which left the administration and control of the building with Naval Station. Presumably during these various transfers of Building 1032 Respondents included the parking area in question. In fact, although Naval Base has owned all the property at the Philadelphia Naval Installation since June 1988, it has assigned the actual administration of the property to the Shipyard and Naval Station.

Shipyard's contention that it can not have refused to bargain about the allocation of employee parking to the second row because it did not control these spaces is rejected. The FLRA has held that the statute obligates an agency to bargain with an exclusive representative to the extent of its discretion concerning a condition of employment. See American Federation of Government Employees, AFL-CIO, Council of Prison Locals, Local 1661 and U.S. Department of Justice, Federal Bureau of Prisons, Federal

Correctional Institution, Danbury, Connecticut, 29 FLRA 990, at 1004-1007 (1987), hereinafter called FCI Danbury; and OSHA, supra. In these two cases the alleged limitation on the discretion of the respondent agencies was exercised by separate independent agencies, whereas in the subject case the alleged limitation on Shipyard's discretion is attributable to two other Naval subsidiaries.

Section 7116(a)(5) of the Statute provides that it is an unfair labor practice for an agency to refuse to negotiate with the collective bargaining representative of its employees. Thus it is the responsibility of the agency, and the subsidiaries, to make sure its representatives are authorized to bargain about conditions of employment. See United States Department of the Treasury, Internal Revenue Service and United States Department of the Treasury, Internal Revenue Service, Houston District, 25 FLRA 843 (1987), hereinafter called IRS Houston.

In the subject case all three Respondents are under the direction of the Chief of Naval Operations, who in turn reports to the Secretary of the Navy. Thus all three Respondents are subordinate activities of the same agency. The record herein demonstrates that the administration, control and ownership of the parking areas at the Philadelphia Naval Installation can be, and were, relatively easily transferred among the three Respondents.

In light of all of the foregoing it ill behooves Shipyard to contend that it could not bargain about the parking spaces in dispute because it did not have control of these spaces. Rather Respondents are obliged to provide Shipyard with a representative who would have the authority to bargain over these parking spaces. To conclude otherwise would be to permit an agency and its subdivisions to avoid bargaining obligations by merely transferring among activities the authority to control various conditions of employment.

Of course an agency may transfer the authority to control and determine various aspects of employment among its subsidiary activities, but such agency can not avoid its bargaining obligation by such conduct. See IRS Houston, supra. If an agency, or a primary national subdivision of such an agency, wishes to remove a matter from the obligation of collective bargaining, it must be done pursuant to Section 7117 of the Statute, by the issuance of a rule or regulation by the agency, or by any primary national subdivision of such an agency. But an agency

cannot remove a matter from its obligation to bargain by merely transferring control over that matter to a different subsidiary activity.

The record establishes that employees in the two units had parked their personal vehicles in the parking spaces in the second row from Building 1032 for a number of years before those spaces were remarked and reserved for the use of library patrons. Prior to the library markings the signs referring to these spaces were somewhat confusing and vague and did not make it clear which spaces were not to be used for employee parking. The signs that were there before the library had been bent and moved so as to make their intent unclear. Further, even Shipyard was confused. During collective bargaining in 1984 its parking inventory indicated that only nine spaces were reserved for the bank, indicating that the second row was not so designated. Further there were no clear markings or indications that the second row was separated from, and not part of, Parking Area 74, an employee parking area. There is no evidence that employees who were parking in the second row from Building 1032 were ever advised that they were not supposed to park there or that they were ever ticketed. The record fails to establish that Respondents advised either MTC or PEPS that this employee parking in the second row was improper.

Respondents contend that they did not know employees in the two units had been parking in the second row from Building 1032 and the record does not establish that any employee observed a supervisor or manager watching the employees park in the disputed parking spaces. However, the employees had been parking in these spaces openly for a number of years. The record establishes that Respondents were aware that non-bank patrons had been regularly parking in these spaces and had drawn this to the attention of the parking police. Accordingly, I find that Respondents were aware that employees in the two units had been parking in the second row from Building 1032 for a number of years, before those spaces were marked and reserved for the library.

In light of the foregoing, I conclude that employee parking in the second row from Building 1032 was a past practice and, because it involved employee parking, a condition of employment, it was an existing condition of employment at the time the spaces were marked and reserved for library patrons. Accordingly, Shipyard was obliged to notify MTC and PEPS concerning the change in the parking arrangements and to bargain with them to the extent of Shipyard's discretion, about the substance of the change.

See U. S. Customs Service, Washington, D.C., supra; FCI Danbury, supra; and IRS Houston, supra. In this regard, noting the frequency and apparent ease with which the control of the property is transferred, the extent to which the Respondents act on each others behalf and that Shipyard administers the parking facilities, it is not clear that Shipyard either did not have discretion to bargain over the disputed spaces, or could not easily have obtained such authority.

Despite Shipyard's obligation to notify and bargain with MTC and PEPS about the change in the parking arrangements, it did not have sole discretion concerning the elimination of the employee parking spaces in the second row from the library. In this regard Naval Base removed the spaces in dispute from Shipyard's control and gave control over them to Naval Station. Similarly Naval Station operated the library on behalf of the Naval Base. By failing to authorize Shipyard to negotiate with MTC and PEPS about the conversion of the parking spaces in the second row from the library, or to provide a representative who was authorized to negotiate with the two unions about the change with respect to the disputed spaces, Naval Base and Naval Station interfered with Shipyard's bargaining relationships with the two unions. I conclude such interference constitutes a violation of Section 7116(a)(1) and (5) of the Statute. See IRS Houston, supra, and United States Department of Agriculture, Washington, D.C. and United States Department Of Agriculture, Farmers Home Administration, Little Rock, Arkansas, 24 FLRA 682 (1986). In finding the interference with an activity's bargaining relationship constituted a violation of Section 7116(a)(1) and (5) of the Statute the FLRA was dealing with situations in which parent agencies or activities interfered with a subordinate activity's relationship. In the subject case the Naval Station and Naval Base are not necessarily parent or superior with respect to Shipyard. Rather the three activities are cooperating equals. I conclude that FLRA's reasoning which compelled the findings in the above cited cases would equally apply in the subject case.3/

3/ The problems presented herein are at least in part attributable to a chimerical line drawn by the FLRA between an agency and a subordinate with respect to bargaining obligations. This seems to create confusion concerning an agency's obligation to bargain as set forth in the Statute and the size and location of a unit in a subordinate activity. See, e.g., Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Hartford District Office, 4 FLRA 237 (1980).

Respondents additionally argue that the change herein was de minimis and therefore was not a violation of the Statute. Shipyard's obligation herein was to bargain about the substance of the change, not merely about the impact and implementation of the change. With respect to an obligation to bargain about the substance of a change, the FLRA has held that the extent of the impact of that change upon unit employees is not a consideration and is not a defense. See, U.S. Army Reserve Components Personnel and Administration Center, St. Louis, Missouri, 19 FLRA 290 (1985). Thus de minimis is not a defense in this case. However, if it were a relevant consideration in this case I would conclude that the elimination of the eleven disputed spaces from the area in which employees in the two units can park has more than a de minimis impact on such employees.

In light of all of the foregoing I conclude that Shipyard, Naval Base and Naval Station violated section 7116(a)(1) and (5) of the Statute.

The appropriate remedy in this situation should include a restoration of the status quo, thereby permitting employees to park in the disputed spaces.

Having found that the Respondents violated section 7116(a)(1) and (5) of the Statute I recommend the Authority issue the following order designed to effectuate the purposes and policies of the Statute:

ORDER

Pursuant to section 2423.9 of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, it is hereby ordered that the Philadelphia Naval Base, Philadelphia Naval Station, and Philadelphia Naval Shipyard shall:

(1) Cease and desist from:

(a) Unilaterally changing working conditions of unit employees by implementing a policy of prohibiting employee parking in parking spaces located in the second row of spaces from Building 1032, the library, at the Philadelphia Naval Installation, without first affording an opportunity to negotiate over the substance of the change to the Philadelphia Metal Trades Council, AFL-CIO, and Planners, Estimators, Progressmen and Schedulers Association, Local 2, the exclusive representatives of employees of the Philadelphia Naval Shipyard.

(b) Interfering with the collective bargaining relationships between the Philadelphia Metal Trades Council, AFL-CIO; the Planners, Estimators, Progressmen and Schedulers Association, Local 2; and the Philadelphia Naval Shipyard.

(c) In any like or related manner, interfering with, restraining or coercing any employees of the Philadelphia Naval Shipyard in the exercise of the rights assured them by the Federal Service Labor-Management Relations Statute.

(2) Take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Rescind the policy of prohibiting employee parking in the parking spaces located in the second row from Building 1032, the library, at the Philadelphia Naval Installation.

(b) Notify the Philadelphia Metal Trades Council, AFL-CIO and the Planners, Estimators, Progressmen and Schedulers Association, Local 2, exclusive representatives of employees of the Philadelphia Naval Shipyard, of any intended changes in conditions of employment, including changes in parking policies, and afford them the opportunity to negotiate over the changes.

(c) Post at their facilities throughout the Philadelphia Naval Installation 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 a responsible official of each of the three activities 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 section 2324.30 of the Authority's Rules and Regulations, notify the Regional Director, Region II, Federal Labor Relations Authority, in writing, within 30

days from the date of this order, as to what steps have been taken to comply.

Samuel A Chaitovitz

SAMUEL A. CHAITOVITZ
Administrative Law Judge

Dated: March 2, 1990
Washington, D.C.

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE POLICIES OF THE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally change working conditions of unit employees by implementing a policy of prohibiting employee parking in parking spaces located in the second row of spaces from Building 1032, the library, at the Philadelphia Naval Installation without first affording an opportunity to negotiate over the substance of the change to the Philadelphia Metal Trades Council, AFL-CIO, and Planners, Estimators, Progressmen and Schedulers Association, Local 2, the exclusive representatives of employees of the Philadelphia Naval Shipyard.

WE WILL NOT interfer with the collective bargaining relationships between the Philadelphia Metal Trades Council, AFL-CIO; the Planners Estimators, Progressmen and Schedulers Association, Local 2; and the Philadelphia Naval Shipyard.

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

WE WILL rescind the policy of prohibiting employee parking in the parking spaces located in the second row of spaces from Building 1032, the library, at the Philadelphia Naval Installation.

WE WILL notify the Philadelphia Metal Trades Council, AFL-CIO, and the Planners, Estimators, Progressmen and Schedulers Association, Local 2, exclusive representatives of employees of the Philadelphia Naval Shipyard, of any intended changes in conditions of employment, including

changes in parking policies, and afford them the opportunity to negotiate over the changes.

_____
(Activity)

Dated:_____ By:_____
(Signature) (Title)

_____
(Activity)

Dated:_____ By:_____
(Signature) (Title)

_____
(Activity)

Dated:_____ By:_____
(Signature) (Title)

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

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Region II, whose address is: 26 Federal Plaza, Room 3700, New York, NY 10278 and whose telephone number is: (212) 264-4934.