

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

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NAVY SHIPS PARTS CONTROL .  
CENTER AND NAVY FLEET .  
MATERIAL SUPPORT OFFICE .  
AND NAVSEA LOGISTICS .  
CENTER<sup>1</sup>/ AND NAVY PUBLISHING .  
AND PRINTING SERVICE .

Respondents .

and .

Case No. 2-CA-80243

AMERICAN FEDERATION OF .  
GOVERNMENT EMPLOYEES, .  
LOCAL 1156, AFL-CIO .

Charging Party .

.....

Richard H. Greenberg, Esq.  
For the Respondents

Barbara S. Liggett, Esq.  
For the 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, Chapter 71 of Title 5 of the U.S. Code, 5 U.S.C. § 7101 et seq., 92 Stat. 1191 (hereinafter referred to as 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 this matter was filed on March 21, 1988, amended for the first time on April 4, 1988 and amended for

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<sup>1</sup>/ The name has been corrected from NAVSEA Logistics Support Center.

the second time on May 20, 1988 by American Federation of Government Employees, Local 1156, AFL-CIO, hereinafter called the Union, against Navy Ships Parts Control Center and Navy Fleet Material Support Office and NAVSEA Logistics Center<sup>2/</sup> and Navy Publishing and Printing Service, hereinafter called Respondents. Pursuant to this charge, as amended, the General Counsel of the FLRA, by the Regional Director for Region II of the FLRA, issued a Complaint and Notice of Hearing on May 31, 1988 alleging that Respondents violated sections 7116(a)(1), (5) and (8) of the Statute by failing and refusing to provide the Union and the names and addresses of employees in a unit represented by the Union. Respondents filed an Answer admitting all the factual allegations of the Complaint except that it denies that the requested data is "necessary for full and proper discussion, understanding and negotiations of subjects within the scope of collective bargaining," and denies that furnishing the information is not prohibited by law.

The Regional Director for Region II issued an Order Referring General Counsel of the FLRA's Motion For Summary Judgment to the Chief Administrative Law Judge.<sup>3/</sup> The Chief Administrative Law Judge issued an Order giving the parties until August 15, 1988 to file any additional briefs and pleadings. Respondents filed an Opposition to the Motion for Summary Judgment. This matter was referred to the undersigned for disposition.

Having considered the Complaint; Answer; the Motion For Summary Judgment filed by the General Counsel of the FLRA; the Opposition thereto; and the briefs filed by the parties; and the FLRA's decision in Farmers Home Administration Finance Office, St. Louis, Missouri, 23 FLRA 788 (1986), enforced in part and remanded sub nom. U.S. Department of Agriculture and Farmers Home Administration Finance Office, St. Louis, Missouri v. FLRA, No. 86-2579 (8th Cir. Jan. 15, 1988) petitions for rehearing filed, hereinafter called FmHA II, I conclude a hearing in this matter is not necessary because there is no material fact in dispute.

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<sup>2/</sup> Although called NAVSEA Logistics Support Center in the various charges and the complaint herein, the name is corrected, in accordance with the various filed documents, to NAVSEA Logistics Center.

<sup>3/</sup> Transmitted with this Order was the Motion for Summary Judgment and a brief in support thereof.

Accordingly, upon the basis of the above described record, I make the following findings of fact, conclusions and recommendations:

Findings of Fact

1. The Union, has been, and is now, a labor organization within the meaning of section 7103(a)(4) of the Statute.

2. Respondents, have been, and are now, agencies within the meaning of section 7103(a)(3) of the Statute.

3(a). At all times material herein, R.A. Phillips, has occupied the position of Commander, Navy Ships Parts Control Center, Mechanisburg, Pennsylvania.

(b). At all times material herein, Herbert Harms has occupied the position of Commanding Officer, Navy Fleet Material Support Office.

(c). At all times material herein, Donald Calvin has occupied the position of Commanding Officer, NAVSEA Logistics Center, Mechanisburg, Pennsylvania.

(d). At all times material herein, Joseph A. Bradley, has occupied the position of Director, Navy Publishing and Printing Service, Mechanisburg, Pennsylvania.

4. At all times material herein, the individuals named above in paragraph 3 have been, and are now, management officials as defined in Section 7103(a)(11) of the Statute and have been, and are now, agents of Respondents acting on their behalf.

5. At all times material herein, the Union has been, and is now, the recognized exclusive representative for several units of employees of Respondents located in Mechanisburg, Pennsylvania, including: (a) all non-supervisory employees of the Navy Ships Parts Control Center, Mechanisburg, Pennsylvania; (b) all non-supervisory employees of the Navy Fleet Material Support Office, Mechanisburg, Pennsylvania; (c) all non-supervisory employees of the NAVSEA Logistics Center, Mechanisburg, Pennsylvania; and (d) all non-supervisory employees of the Navy Publishing and Printing Service, Mechanisburg, Pennsylvania.

6. On or about January 11, 1988, the Union, by its agent Stephen G. Sheetz, requested that Respondents furnish the Charging Party with the names and home addresses of all

employees who are in the bargaining units represented by the Charging Party as described in paragraph 5 above.

7. The information requested in paragraph 6 above is maintained by Respondents in the regular course of business; is reasonably available; and does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.

8. On or about February 3, 1988, and at all times material thereafter, Respondents, by their agent, R.A. Phillips, failed or refused, and continue to fail and refuse, to furnish the Charging Party the requested information referred to above in paragraph 6.

#### Discussion and Conclusions

The General Counsel of the FLRA, relying on the FLRA's decision in FmHA II, supra, contends Respondents violated sections 7116(a)(1), (5) and (8) of the Statute when they refused to supply the Union with the names and home addresses of all bargaining unit employees. Respondents essentially contend the requirements of section 7114(b)(4) of the Statute have not been met in that Respondent is prohibited by the Privacy Act, 5 U.S.C. § 552a, from releasing the information; and the data is not necessary for the Union to carry out its representational duties.

Section 7114(b)(4) of the Statute provides in relevant part:

"(b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation . . .

"(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data--

"(A) which is normally maintained by the agency in the regular course of business; (and)

"(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining . . ."

In FmHA II, supra, the FLRA held: (1) the disclosure of the names and addresses of bargaining unit employees to the exclusive representative was not prohibited by the Privacy Act; (2) an agency's possession of Official Personnel Files wherein can be found employees' addresses satisfies the requirements of section 7114(b)(4)(A) and (B) of the Statute that such data to be normally maintained by the agency and reasonably available; and (3) such data was necessary under section 7114(b)(4)(B) for unions to meet their statutory obligation to represent the interests of all employees in the unit without discrimination as required by section 7114(a)(1) of the Statute, notwithstanding the existence of alternative means by which a union might communicate to unit employees. In subsequent decisions the FLRA followed FmHA II, supra, in deciding numerous cases which involved substantially the same issues. See U.S. Department of the Air Force, Scott Air Force Base, Illinois v. FLRA, No. 87-1143 (7th Cir. Jan. 27, 1988), affirming Department of the Air Force, Scott Air Force Base, Illinois, 24 FLRA 226 (1986); Department of Health and Human Services, Social Security Administration v. FLRA, 833 F.2d 1129 (4th Cir. 1987), petition for rehearing filed Jan. 8, 1988, affirming Department of Health and Human Services, Social Security Administration, 24 FLRA 543 (1986); Department of Health and Human Services, Social Security Administration Field Operations, New York Region, 24 FLRA 583 (1986); Department of Health and Human Services, Social Security Administration, 24 FLRA 600 (1986).

The arguments raised by Respondents herein are not significantly different from those considered by the FLRA in FmHA II, supra, and cases which followed thereafter, supra. In view of the FLRA's holdings in the above cases I conclude Respondents' defenses for the failure and refusal to provide the Union with the names and home addresses of unit employees as requested by the Union to be without merit. I further conclude Respondents were obligated under section 7114(b) of the Statute to furnish the Union with the names and addresses of unit employees and accordingly, I conclude Respondents' refusal to furnish such data violated section 7116(a)(1), (5) and (8) of the Statute.

Accordingly, I recommend the Authority issue the following Order:

#### ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that Navy Ships Parts

and Control Center and Navy Fleet Support Office and NAVSEA Logistics Center and Navy Publishing and Printing Service, shall:

1. Cease and desist from:

(a) Refusing to furnish, upon request of the American Federation of Government Employees, Local 1156, AFL-CIO, the exclusive representative of certain of its employees, the names and home addresses of all employees in the bargaining units it represents in Mechanisburg, Pennsylvania.

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

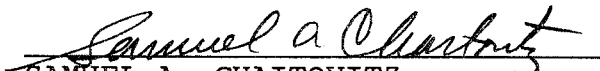
2. Take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Furnish the American Federation of Government Employees, Local 1156, AFL-CIO, with the names and home addresses of all employees in the bargaining units it represents in Mechanisburg, Pennsylvania.

(b) Post at its facilities in Mechanisburg, Pennsylvania where bargaining unit employees represented by the American Federation of Government Employees, Local 1156, AFL-CIO 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 a responsible official and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(c) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region II, Federal Labor Relations Authority, 26 Federal Plaza, Room 3700, New York, New York 10278 in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, D.C., September 21, 1988

  
SAMUEL A. CHAITOVITZ  
Administrative Law Judge

NOTICE TO ALL EMPLOYEES  
PURSUANT TO  
A DECISION AND ORDER OF THE  
FEDERAL LABOR RELATIONS AUTHORITY  
AND IN ORDER TO EFFECTUATE THE POLICIES OF  
CHAPTER 71 OF TITLE 5 OF THE  
UNITED STATES CODE  
FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT refuse to furnish, upon request of the American Federation of Government Employees, Local 1156, AFL-CIO, the exclusive representative of certain of our employees, the names and home addresses of all employees in the bargaining units it represents in Mechanisburg, Pennsylvania.

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

WE WILL furnish the American Federation of Government Employees, Local 1156, AFL-CIO, with the names and home addresses of all employees in the bargaining units it represents in Mechanisburg, Pennsylvania.

\_\_\_\_\_  
(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, New York 10278, and whose telephone number is: (212) 264-4934.