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

SOCIAL SECURITY ADMINISTRATION. (BALTIMORE, MARYLAND) AND SOCIAL SECURITY ADMINISTRATION. HARTFORD DISTRICT OFFICE (HARTFORD, CONNECTICUT)	
Respondents	
and	Case Nos. 1-CA-80376 1-CA-80407
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 1164	
Charging Party	

John Barrett
For Respondent

Walt Samuel
For Charging Party

Gerard M. Greene, Esquire
For General Counsel of the 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 et seq., 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.

American Federation of Government Employees, AFL-CIO, Local 1164, hereinafter called AFGE Local 1164, filed a charge in Case No. 1-CA-80376 against Social Security

Administration (Baltimore, MD)[1/] and Social Security Administration, Hartford District Office (Hartford, Connecticut)[2/] hereinafter referred to collectively as Respondent. AFGE Local 1164 filed a Charge and a First Amended Charge in Case No. 1-CA-80407, against Respondent. Pursuant to the foregoing, the General Counsel of the FLRA, by the Regional Director of Region I, issued a Consolidated Complaint and Notice of Hearing alleging that Respondent violated Section 7116(a)(1), (5) and (8) of the Statute by unilaterally changing conditions of employment without bargaining with AFGE and/or AFGE Local 1164 by failing to furnish requested data to AFGE Local 1164, and by conducting a formal discussion without giving AFGE and AFGE Local 1164 an opportunity to be represented. Respondent filed an Answer denying it had violated the Statute.

A hearing was held before the undersigned in Hartford, Connecticut. Respondent, AFGE Local 1164, and General Counsel of the FLRA were represented and afforded 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,[3/] my observation of the witnesses and their demeanor and my evaluation of the evidence, I make the following:

Findings of Fact

American Federation of Government Employees, AFL-CIO, herein called AFGE, represents a nationwide consolidated unit of SSA employees, including nonprofessionals employed in SSA's Hartford D.O. At all times material Respondent has recognized AFGE Local 1164 as the agent of AFGE for the purpose of representing the unit employees in Hartford D.O. There are about 30 unit employees in the Hartford D.O. including a receptionist, a teletypist, data review technicians, service representatives, claims representatives (CRs), claims development clerks (CDCs), and field representatives.

1/ Herein called SSA.

2/ Herein called Hartford D.O.

3/ General Counsel if the FLRA filed a Motion to Correct Transcript, which is attached here as Appendix A. This motion was unopposed and is hereby GRANTED.

Since 1983 Walter Samuel has been AFGE's on site representative/steward for the Hartford D.O. and since 1984 he has been the AFGE Local 1164 Vice-President for Area 1, which includes the Hartford D.O. At all times material Samuel has been responsible for dealing with Respondent on grievances and local-level proposals or changes affecting working conditions.

From about October 1978 through August 1988 the chain of command of the Hartford D.O. consisted of, inter alia, Joseph Mucciaro, District Manager; Thomas Kucab, Assistant District Manager; and several Operations Supervisors.

CRs employed in the Hartford D.O. are specialized, with about eight assigned to Title XVI of the Social Security Act, involving supplemental security income claims, and about fourteen CRs, including Samuel, assigned to Title II claims, which involve retirement and survivors insurance, health and medical insurance, and disability insurance.

Until mid-1988 Title II CRs were assigned to two separate units, the Teleclaims Unit and the Floor Unit. The bulk of the Title II CRs were assigned to the Floor Unit, with 3 Title II CRs being rotated every six months into the Teleclaims Unit. A CDC and Operations Supervisor were also assigned to the Teleclaims Unit.

Through July 1988 the Title II Teleclaims Unit was supervised by Operations Supervisor (OS) Loretta Jenkins and the Title II Floor Unit by OS Craig Bagley. After August 1, 1988 the Title II CRs were supervised by Bagley.

The Teleclaims unit was located in an area of the Hartford D.O. out of public view and away from the FLoor Unit. The CRs in the Teleclaims Unit almost exclusively handled claims over the telephone; these consisted virtually entirely of retirement, survivor and health insurance claims. The Teleclaims Unit was established in the early 1980's and although generally journeymen-level CRs were assigned to the Teleclaims Unit, CRs could be assigned regardless of grade level. The CR assigned to the Teleclaims Unit conducted each interview by telephone, prepared the application for the claimant's signature and mailed it to the claimant. When returned the same CR developed and adjudicated the claim. Claims pending adjudication when a CR rotated back to the Floor Unit remained in the Teleclaims Unit and was assumed by the CR rotating into the Teleclaims Unit; the same was true of claims pending in the floor unit.

CRs in the Floor Unit took walk-in interviews of all types and handled all disability claims and all past entitlement work (PE). Until mid 1988, interviews of walk in claimants were assigned to the CRs in the Floor Unit based upon workload, type of claim and availability of CRs. The receptionist allocated walk-in interviews among the CRs. The receptionist logged each CR's number of interviews and also tallied disability claims separately from the other types of claims because disability claims were more time-consuming. The receptionist referred a waiting claimant to the CR having the lowest number of interviews and the lowest number of the type claim involved. The CR who took an application in an interview was responsible for developing and adjudicating the claim, a practice known as "keep what you take" (KWYT). A log was maintained to equalize--the distribution of interviews and pending workload among CRs assigned to the Floor Unit.

The Teleclaims Unit workload and working conditions were easier, more pleasant and more relaxed than the Floor Unit's. The telephone interviews involving retirement and survivor claims were done more quickly and are easier to take than disability and PE claims, which are more difficult and involved obtaining lengthy medical information.

In February of 1988 the Field Office Systems Enhancement (FOSE) was implemented in the Hartford D.O., requiring substantial record and paperwork for all teleclaims. Thus, while prior to February of 1988 there was no case backlog in the Teleclaims Unit, by July of 1988 a substantial case backlog had developed in the Teleclaims Unit.

In March 1988, after the time had passed for rotating CRs between the Teleclaims Unit and the Floor Unit, with no such rotation having been effected, Samuel notified Hartford D.O. officials of this apparent lapse. Kucab advised Samuel that Hartford D.O. was considering reorganizing the office and this was not rotating CRs during this period. During mid-May Kucab gave Samuel a draft of a proposed reorganization and Samuel provided a counter proposal and the parties had some discussions. Hartford D.O. scrapped its draft and its then current concept of reorganization. On June 8 Samuel provided Kucab with an alternative arrangement referred to as the "Schmidt Plan".4/ Samuel and Kucab met and discussed

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4/ The Schmidt Plan, without its attached examples, is attached hereto as Appendix B.

the Schmidt Plan point by point and Samuel answered Kucab's questions. At the close of this one hour meeting Kucab was non-comittal about the Schmidt Plan.

On June 30 Kucab provided Samuel with a new reorganization plan and advised Samuel this new reorganization plan would be implemented. Under this reorganization plan the Teleclaims Unit was to be eliminated and all claims, whether walk-in or telephonic, were assigned to the same unit, the Floor Unit, and cases would be assigned by means of an alphabetical breakdown, called an "alpha" breakdown. Each CR would be responsible for specific portions of the alphabet and cases would be assigned to the appropriate CR based upon the first letter of the claimant's last name. This was to apply to both Telephone and walk in claims. However, a weekly "out-of-alpha" log was to be maintained to handle those occasions when a CR was already busy with an interview or otherwise unavailable to cover alpha responsibilities. No other changes in the day-to-day claims processing procedure were to be initiated; the Title II CRs were to continue using the same forms and work sheets that were already in use. The proposed date of implementation of this reorganization plan was July 11. Samuel promptly requested bargaining and offered the Schmidt Plan as the AFGE Local 1164's proposal. Samuel suggested they commence negotiations the next day. On June 30, Samuel also delivered AFGE Local 1164's written bargaining request and proposed ground rules to Kucab. In this letter AFGE Local 1164 also requested "copies of all records and statistical data upon which management relied in reaching its proposal."

On July 1 AFGE Local 1164 requested, in writing and in addition to the data requested above, "copies of the office DOWR by unit in Title II for the past six months as well as the office interviewing logs for that time period."5/

Kucab never responded to these requests and did not furnish the requested data, although he did inform Samuel that the data was available for Samuel's "review".

5/ It is undisputed that all the requested data was normally maintained, was reasonably available and does not constitute guidance, advice counsel and training provided for management officials or supervisors related to collective bargaining.

Samuel and Kucab met on July 8 and Kucab advised Samuel, for the first time, that the Schmidt Plan failed to address the impact and implementation of the reorganization and was non-negotiable. Kucab stated that he would postpone implementation for one week, until July 18, to provide AFGE Local 1164 an opportunity to come up with new proposals addressing adverse impact. Samuel stated that the union could discuss the decision and not just its impact and implementation. On Monday, July 11, Samuel wrote Kucab restating the position of AFGE Local 1164 that the Schmidt Plan was negotiable and requesting Kucab to provide a written declaration of non-negotiability to enable pursuit of a negotiability appeal. On or about July 14 Samuel provided Kucab with the copy of an FLRA decision which Samuel felt addressed the issues that "were under contention."

By memorandum of July 14, Kucab advised Samuel that the Schmidt Plan was not relevant to the impact and implementation of the reorganization decision, that if the union wished to pursue bargaining it should submit written proposals concerning the impact and implementation of the decision by July 20, and that absent such proposals, the decision would be implemented on Monday, July 25. By letter of July 14, Samuel reiterated that the Schmidt Plan contained alternate procedures to mitigate the adverse impact of the decision to integrate the Teleclaims Unit with the rest of the Title II CRs and that this was a valid counter proposal.

By letter dated July 15 Samuel again requested a declaration of non-negotiability and stated that the Schmidt Plan was not intended to dictate the assignment of responsibilities to the OS. AFGE Local 1164 did not file a negotiability appeal.

On July 22 the Hartford D.O. management had a staff meeting to announce the changes regarding teleclaims and walk-in interviews. Samuel was given notice of this meeting and advised Kucab in writing that Christopher Smith would attend the meeting on behalf of AFGE Local 1164.

On or about August 1 the reorganization was implemented and put in place.

Representatives of AFGE Local 1164 and Hartford D.O. discussed the change in seating arrangements involving the integration of the Teleclaims Unit into the Floor Unit.6/

6/ There is no contention there was any failure to bargain concerning this item.

OS Bagley informed the staff that a meeting of Title II CRs was to be held on August 25 at 8:00 a.m. in the staff, or multi-purpose, room. The attendance of CRs was mandatory. Bagley addressed the assembled CRs from a table at one end of the room. Also present were Kucab and Joseph Mucciaro, both of whom apparently arrived a few minutes after the meeting had started. Bagley had called the meeting to talk about how the reorganization was working out and to solicit the employees' feelings, and he so informed the assembled CRs. This was the first meeting after the reorganization had been implemented. One attending CR asked if the CRs could write down the names of the people they were interviewing. Bagley responded that if employees felt interviews were not being properly assigned or recorded they should contact the appropriate OS. Another CR complained she was being inundated with work and asked if they could have days with no teleclaims or interviews so they could work exclusively on the mounting case load. Mucciaro responded by saying that although he didn't want to have a formal day off because Samuel might then object to the ending of that procedure. Several other complaints were raised. Bagley ended the meeting at about 8:45 a.m. Samuel was not invited to nor notified of this meeting because, according to Bagley, Samuel was not one of the people involved in taking claims. Samuel came to the multi-purpose room during the meeting to collect his mail, but did not remain for the meeting. The record fails to establish that Samuel was aware of subject matter of the meeting.

During the period before the reorganization CRs had complained about stress when working in the Floor Unit and they had enjoyed working in the Teleclaims Unit.

Discussion and Conclusions of Law

The General Counsel of the FLRA contends that Respondent violated Section 7116(a)(1) and (5) of the Statute when the Hartford D.O. instituted its reorganization without bargaining about the Schmidt Plan proposed by AFGE Local 1164. Respondent contends that the Schmidt Plan constituted alternate means or methods of assigning the CRs work and thus interfered with Respondents rights under Section 7106(a)(2)(A) and (B) and Section 7106(b)(1) of the Statute.

Respondent's reorganization involved the elimination of the separate Teleclaims Unit, the incorporation of the work performed by the Teleclaims Unit into a single Floor Unit and the distribution of the work by an alphabet (alpha)

system, rather than by the KWYT system, which had been previously used.

The Schmidt Plan, among other things, provided that claims should be distributed by the use of logs so as to equalize work, a KWYT system should be utilized, and that some number of CRs should be assigned on a daily basis to handle solely teleclaims. These were, apparently, the fundamental provisions of the Schmidt Plan and were the provisions Respondent contends interfered with its management rights.

The Schmidt Plan does not provide which type of work should be assigned to and performed by CRs, nor does it interfer with Respondent's decision to do away with the Teleclaims Unit and to have a single Floor Unit in which each of the CRs perform all the types of work. Rather the Schmidt Plan provided an alternative method for distributing the work and claims among the CRs in the Floor Unit. Under both the Hartford D.O.'s reorganization plan and the Schmidt Plan all CRs would perform all the different types of work, but under the Schmidt Plan the work and claims would be distributed differently than under the reorganization plan. Under the Schmidt Plan the claims and work would not be distributed solely under the alpha system, but rather some would be distributed under the Alpha system, some by use of logs to equalize work load and teleclaims would be solely handled by some number of CRs assigned to such work and it would be rotated on a daily basis.

Section 7106(a)(2)(A) and (B) of the Statute provides:

> "(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--
>
> "(2) in accordance with applicable laws--
>
> "(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
>
> "(B) to assign work, to make determinations with respect to contract out, and to determine the personnel by which agency operations shall be conducted; . . . ."

Section 7106(b)(1) of the Statute provides,

> "(b) Nothing in this section shall preclude any agency and any labor organization from negotiating--
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> "(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;--"

The Hartford D.O.'s reorganization plan involved a substantial change in the employment conditions of the CRs and such plan could not be lawfully implemented until Hartford D.O. had fully bargained with AFGE Local 1164 over all union proposals that were negotiable. See Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, 31 FLRA 651 (1988), hereinafter called DHHS. In the DHHS Case, supra the agency had implemented a program known as front end interviewing. With respect to work flow procedures the FLRA held that although the right to assign work includes the right to assign specific duties to particular individuals, management was obliged to bargain over the rotation of employees to perform tasks, among those employees determined by management to possess the skills necessary to get the job done. Further the FLRA held in the DHHS Case, supra at 659, that a union proposal that Desk Clerks "shall be assigned to this desk on a rotational basis." constituted a negotiable procedure using rotation for selecting employees from among those employees that management has determined to be qualified to perform the work of answering the phones.

In light of the foregoing, I conclude the Schmidt Plan did not interfer with management's rights, but merely proposed procedures for distributing the work among those CRs whom management had determined were qualified to do the work and to whom management had assigned the work. In this regard it is noted that all the CRs were to be assigned to the Floor Unit and were to handle all the variety of claims. The Schmidt Plan merely proposed alternate procedures for allocating and distributing the same variety work among these CRs. Management still had full discretion to determine the number of CRs to handle the teleclaims and other work on particular days. I conclude therefore that these discussed portion of the Schmidt Plan were negotiable

and I reject Respondent's position in this respect that the Schmidt Plan interfered with management's rights.

There are other portions of the Schmidt Plan however, including those portions that deal with the duties of OS's, that are nonnegotiable. See DHHS, supra, Proposal 1 at 657.

Respondent contends that the Schmidt Plan was, in effect, a single proposal because it was made up of interrelated conditions. I find the 31 unnumbered provisions of the Schmidt Plan were not so interrelated as to consist of one proposal which must be considered as a single entity. Rather the various proposals were severable and each proposal, and parts of proposals, can be considered separately in determining negotiability. See DHHS, supra at 657.

Thus I conclude those portions of the Schmidt Plan that deal with the method of equitably distributing the work among the CRs in the Floor Unit, including the rotation of CRs to handle teleclaims on a daily basis and the KWYT system, were negotiable and that Respondent, by refusing to negotiate concerning all parts of the Schmidt Plan, before implementing its reorganization violated Section 7116(a)(1) and (5) of the Statute.7/

Because Respondent's reorganization plan obligated it to bargain over its impact and implementation, AFGE Local 1164 was entitled by Section 7118(b)(4) of the Statute to the data it needed to effectively represent the collective bargaining unit in such bargaining, so long as the data requested is normally maintained by the agency in the regular cause of business, is reasonably available and does not constitute guidance, advice or counsel provided for management officials or supervisors, relating to collective bargaining.

7/ In this regard, even if the Schmidt Plan proposal concerning the continued use of KWYT system, as opposed to management's plan to institute to alpha system, were deemed, in isolation, to constitute an interference with management rights, I conclude such proposal would still have been negotiable because it would be an appropriate arrangement within the meaning of Section 7106(b)(3) of the Statute and it does not excessively interfere with management prerogatives. See National Association of Government Employees, Local R14-87 and Kansas Army National Guard, 21 FLRA 24 (1986).

There is no dispute that the logs and data requested by AFGE Local 1164 were normally maintained, were reasonably available and did not constitute guidance, advice or counsel. The remaining issue which is in dispute is whether the requested data was "necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining . . ." as required by Section 7114(b)(4)(B) of the Statute.

In conjunction with its request to bargain on June 30 AFGE Local 1164 also requested "all records and statistical date [sic] upon which management relied in reaching its proposal." The next day Samuels, by letter, specifically requested the District Office Workload Report" by unit in T. II for the past 6 months and office interviewing logs for that time period."

Respondent undertook the reorganization in question because of the backlog, unhappiness and stress of the employees in the Floor Unit. In promulating proposals, even if limited to the impact and implementation of the reorganization, AFGE Local 1164 could reasonably find it useful to know the extent of the stress, the size of the workload and the numbers of the different types of cases involved. This requested information was relevant to AFGE Local 1164's ability to analyze the reorganization, the work load it was attempting to deal with and redistribute, and the projected affect the reorganization would have on the CRs and their workload. Such analyses was necessary and useful to enable the union to formulate bargaining proposals involving the reorganization, including those dealing with its impact and implementation. Accordingly, AFGE Local 1164 was entitled to the information under Section 7114(b)(4) of the Statute. See Veterans Administration, Washington, D.C., 28 FLRA 260 (1987).

Respondent contends that the data requested by AFGE Local 1164 was necessary only if the union wanted to bargain about the substance of the reorganization, which it was not entitled to do. Respondent urges that the requested data had no relationship to any impact and implementation proposals and thus the union was not entitled to the requested data. These contentions are rejected. As discussed above, the data was necessary for AFGE Local 1164 to analyze the workload, the stress it produced, and the extent of the problem and to formulate proposals ensuring equitable distribution of the workload and other aspects of the impact and implementation of the reorganization. In light of the above I conclude Respondent's failure to furnish the

requested data, in fact to even respond to the request, constitutes a violation of Section 7116(a)(1)(5) and (8) of the Statute. See Veterans Administration, Washington, D.C., supra.8/

Section 7114(a)(2)(A) of the Statute provides:

> "(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at--
>
> "(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; . . ."

The August 25 meeting was a discussion between representatives of the agency and employees in the unit. The purpose of the meeting was to discuss with the Title II CRs how the reorganization and the new work assignment system were working. At least two employees made suggestions as to changing the new procedures. Thus the purpose and substance of the meeting was to discuss conditions of employment within the meaning of Section 7114(a)(2)(A) of the Statute. In so concluding I reject Respondent's argument that because the meeting did not involve the discussion of prospective changes or to announce changes that were not yet effective, that the meeting did not involve conditions of employment.

The August 25 meeting was called by Bagley for the purpose of discussing, with the employees, how the reorganization and case assignment system were working out. Thus, although there was no written agenda, there was a definite agenda and purpose for the meeting. The meeting involved all the CRs who were handling the Title II matters and they were summoned to the meeting in the break room, by Bagley. The meeting was not held at the employees' work stations. Further two higher level supervisors attended, even though they might have arrived a few minutes after the

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8/ In this regard, any contention by Respondent that the data was made available to the union for inspection does not fulfill Respondent's obligation under section 7114(b) of the Statute which requires that such data must be furnished. Veterans Administration, Washington, D.C., supra.

meeting started, and one, Office Manager Mucciaro, responded to an employee's suggestion to change the procedure. This meeting was hardly an informal encounter or conversation between a supervisor and some employees that happened to involve conditions of employment. In light of the totality of all facts and circumstances I conclude the August 25 meeting was formal within the meaning of Section 7114(a)(2)(A) of the Statute. See Department of Defense, National Guard Bureau, Texas Adjutant General's Department, 149 TAC Fighter Group (ANG)(TAC), Kelly Air Force Base, 15 FLRA 529 (1984), General Services Administration, Region 8, Denver, Colorado, 19 FLRA 20 (1985) and United States Customs Service, Region VIII, San Francisco, California, 18 FLRA 195 (1985).

Having concluded that the August 25 meeting was a formal discussion between agency representatives and unit members concerning conditions of employment, AFGE Local 1164 was entitled to be given the opportunity to be represented pursuant to Section 7114(a)(2)(A) of the Statute. It is undisputed that Respondent did not notify Samuel, the designated representative of AFGE Local 1164, concerning the August 25 meeting. Accordingly, I conclude AFGE Local 1164 was not afforded an opportunity to be represented at the August 25 meeting. The fact that Samuel coincidentally was in the meeting room during the meeting does not change this conclusion because he did not remain and the record fails to establish that he knew the subject matter of the meeting. I conclude therefore that Respondent violated Section 7116(a)(1) and (8) of the Statute by failing to notify AFGE Local 1164 of the August 25 meeting and affording it an opportunity to be represented. See Department of the Air Force, Sacramento Air Logistics Center, McClellan Air Force Base, California, 29 FLRA 594 (1987).

The Respondent instituted the reorganization plan by eliminating the Teleclaims Unit and assigning all Title II CRs to a single Floor Unit in which all of the CRs handled teleclaims and in which the cases and claims were basically assigned by an alpha system. The portions of the Schmidt Plan which we have found negotiable involved proposals concerning case load and work distribution and distribution of teleclaims. The General Counsel of the FLRA urges that those changes in the reorganization involving work load distribution, which have been found negotiable, should be rescinded and Respondent should bargain about the appropriate Schmidt Plan proposals. Because the elimination of the Teleclaims Unit and the assigning all CRs to the Floor Unit so fundamentally changed the operation I conclude the workload

distribution changes can not be reasonably undone and the prior system reinstituted. To do so would be unduly disruptive, where as if the parties bargain about the appropriate portions of the Schmidt Plan and reach agreement, or if no agreement is reached and the Federal Service Impasse Panel imposes an arrangement, such agreed upon and new procedures can be easily and readily implemented. Accordingly, I conclude, in this case, that rescinding the workload distribution system would not effectuate the policies of the Statute. I recognize this remedy would not normally encourage an agency, in advance, to fulfill its bargaining obligation.

Having concluded that Respondent violated Section 7116(a)(1) and (5) of the Statute by unilaterally implementing a reorganization without bargaining with AFGE Local 1164 concerning those proposals related to the reorganization which were negotiable, and concerning those proposals which relate to the impact and implementation of the reorganization; that Respondent violated Section 7116(a)(1)(5) and (8) of the Statute by failing to furnish AFGE Local 1164 with requested data; and Respondent violated Section 7116(a)(1) and (8) of the Statute by failing to enable AFGE Local 1164 to be represented at a formal discussion concerning conditions of employment, I recommend the Authority issue the following:

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 the Social Security Administration (Baltimore, Maryland) and Social Security Administration, Hartford District Office (Hartford, Connecticut) shall:

1. Cease and desist from:

(a) Failing and refusing to bargaining with American Federation of Government Employees, AFL-CIO, Local 1164, to extent permissible by law, concerning the Schmidt Plan, other proposals involving changes in the Title II claims organization and any other changes in conditions of employment and the procedures for their implementation and arrangements for employees adversely affected by such changes.

(b) Failing and refusing to furnish, upon request by the American Federation of Government Employees, AFL-CIO, Local 1164, and to the extent permissible by law, data needed

for full and proper discussion, understanding and negotiation concerning the changes in the Title II claims organization or concerning other appropriate matters.

(c) Conducting formal discussions with employees in the bargaining unit exclusively represented by the American Federation of Government Employees, AFL-CIO, Local 1164 concerning changes in the Title II claims organization or any other general conditions of employment without first notifying American Federation of Government Employees, AFL-CIO, Local 1164 of the discussion and giving it an opportunity to be represented.

(d) In any like or related manner interfering with, restraining or coercing its employees in the exercise of their 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) Bargain, upon request, with American Federation of Government Employees, AFL-CIO, Local 1164, the collective bargaining representative for a unit of employees, to the extent permissible by law, concerning the Schmidt Plan and any other proposals involving the changes in the Title II claims organization, or in any other changes in conditions of employment, and the procedures for their implementation and arrangements for employees adversely affected by such changes.

(b) Furnish, upon request by American Federation of Government Employees, AFL-CIO, Local 1164, to the extent permissible by law, data needed for full and proper discussion, understanding and negotiation concerning changes in the Title II claims organization or concerning any other appropriate matter.

(c) Notify American Federation of Government Employees, AFL-CIO, Local 1164 and give it an opportunity to be represented at formal discussions with employees in the unit it represents concerning changes in the Title II claims organization or any other general conditions of employment.

(d) Post at the Hartford District Office where employees in the collective bargaining unit 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 District Manager, 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.

(e) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region I, Federal Labor Relations Authority, 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., February 26, 1990.

Samuel A. Chaitovitz

SAMUEL A. CHAITOVITZ
Administrative Law Judge

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 fail and refuse to bargain with American Federation of Government Employees, AFL-CIO, Local 1164, to extent permissible by law, concerning the Schmidt Plan, any other proposals involving changes in the Title II claims organization or any other changes in conditions of employment and the procedures for their implementation and arrangements for employees adversely affected by such changes.

WE WILL NOT fail and refuse to furnish, upon request by the American Federation of Government Employees, AFL-CIO, Local 1164, and to the extent permissible by law, data needed for full and proper discussion, understanding and negotiation concerning the changes in the Title II claims organization or concerning other appropriate matters.

WE WILL NOT conduct formal discussions with employees in the bargaining unit exclusively represented by the American Federation of Government Employees, AFL-CIO, Local 1164 concerning changes in the Title II claims organization or any other general conditions of employment without notifying American Federation of Government Employees, AFL-CIO, Local 1164 of the discussion and giving it an opportunity to be represented.

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

WE WILL Bargain, upon request, with American Federation of Government Employees, AFL-CIO, Local 1164, the collective bargaining representative for a unit of employees, to the extent permissible by law, concerning the Schmidt Plan and any other proposals involving the changes in the Title II claims organization, or in any other changes in conditions of employment, and the procedures for their implementation and arrangements for employees adversely affected by such changes.

WE WILL furnish, upon request by American Federation of Government Employees, AFL-CIO, Local 1164, to the extent permissible by law, data needed for full and proper discussion, understanding and negotiation concerning the changes in the Title II claims organization or concerning other appropriate matter.

WE WILL notify American Federation of Government Employees, AFL-CIO, Local 1164 and give it an opportunity to be represented at formal discussions with employees in the unit it represents concerning changes in the Title claims organization or any other general conditions of employment.

_____
(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 I, whose address is: 10 Causeway Street, Room 1017, Boston, MA 02222-1046, and whose telephone number is: (617) 565-7280.