

69 FLRA No. 12

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NORTHEAST REGION
(Agency)

and

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
AFL-CIO
(Labor Organization/Petitioner)

BN-RP-13-0021

ORDER DENYING
APPLICATION FOR REVIEW

November 24, 2015

Before the Authority: Carol Waller Pope, Chairman, and
Ernest DuBester and Patrick Pizzella, Members

I. Statement of the Case

The Labor Organization (Union) petitioned Federal Labor Relations Authority Regional Director Philip T. Roberts (RD), pursuant to § 7112(d) of the Federal Service Labor-Management Relations Statute (the Statute),¹ to consolidate without an election nine existing bargaining units (units) in the Department of the Interior, National Park Service, Northeast Region. The units are already represented by the American Federation of Government Employees (AFGE) and by various other AFGE locals, and the petition sought to consolidate the units into a single, consolidated unit that will be represented by AFGE. In the attached decision, the RD found that the consolidated unit sought by the Union constituted an appropriate unit under § 7112(a) of the Statute² and granted the Union's petition.

The Agency has now filed an application for review of the RD's decision under § 2422.31(c)(3) of the Authority's Regulations.³ We must decide eight substantive questions.

The first question is whether the RD committed a clear and prejudicial error concerning a substantial factual matter by finding that certain Agency organizations possess decision-making authority even though they exist only in an advisory capacity. Because the record supports the RD's findings, the answer to this question is no.

The second question is whether the RD committed a clear and prejudicial error concerning a substantial factual matter by finding that negotiations over the collective-bargaining agreement (CBA) at Independence National Historical Park (Independence) took five years to complete. The Agency's argument merely challenges the weight that the RD attributed to certain evidence in the record. Because such arguments do not provide a basis for finding that the RD committed a clear and prejudicial error in his factual findings, the answer to this question is no.

The third question is whether the RD committed a clear and prejudicial error concerning a substantial factual matter by improperly overgeneralizing the amount of resource-sharing between Agency locations. Because the record supports the RD's findings, the answer to this question is no.

The fourth question is whether the RD committed a clear and prejudicial error concerning a substantial factual matter because he overstated the amount of oversight the Agency has over each Agency location's budgetary matters. Because the record supports the RD's findings, the answer to this question is no.

The fifth question is whether the RD committed clear and prejudicial errors concerning substantial factual matters regarding the historical origins of AFGE, Local 407 (Local 407) and the degree of interaction between the various Agency locations where Local 407 represents employees (Local 407 parks). Because the Agency merely challenges the weight that the RD attributed to certain evidence in the record, and because the record supports the RD's findings regarding the degree of interaction between Local 407 parks, the answer to this question is no.

The sixth question is whether the RD failed to apply established law in finding that the employees at issue share a community of interest. Because the Agency is merely challenging the weight that the RD attributed to certain evidence before determining that a shared community of interest exists, the answer to this question is no.

¹ 5 U.S.C. § 7112(d).

² *Id.* § 7112(a).

³ 5 C.F.R. § 2422.31(c)(3).

The seventh question is whether the RD failed to apply established law in finding that the proposed consolidated unit would promote effective dealings with the Agency. Because the RD found, and the Agency does not demonstrate otherwise, that the proposed consolidated unit would be consistent with the parties' collective-bargaining history, and that the proposed consolidated unit would adequately reflect the Agency's organizational structure, the answer to this question is no.

The eighth question is whether the RD failed to apply established law in finding that the proposed consolidated unit would promote the efficiency of operations of the Agency. Because the RD found, and the Agency does not demonstrate otherwise, that the proposed consolidated unit bears a rational relationship to the Agency's operational and organizational structure, and that the proposed consolidated unit reduces bargaining-unit fragmentation, the answer to this question is no.

For the foregoing reasons, we deny the Agency's application for review.

II. Background and RD's Decision

The RD more fully detailed the circumstances of this dispute in the attached decision, so this order discusses only those aspects of the case that are pertinent to the Agency's application for review.

The National Park Service, which is headquartered in Washington, D.C., is composed of seven regions, which includes the Northeast Region (Agency). Each region, including the Agency, is headed by a regional director. The Agency consists of numerous locations across thirteen states, including national parks, monuments, historic sites, lakeshores, and recreation areas (parks). Most individual parks are headed by a superintendent, who is responsible for managing and overseeing all aspects of his or her park's operations, including hiring, budgeting, disciplinary actions, labor relations matters, and all functions in pursuit of that particular park's mission.

Despite the autonomy afforded to individual parks, the Agency is subject to the Department of the Interior's nationwide policy initiatives and regulations, covering such matters as security clearances, standard training, and merit promotion. Individual parks are also subject to "Director's Orders" issued by the regional director, which govern a broad range of management policies (such as those involving the application of medical standards to law enforcement officers working within the Agency).⁴ The regional director has also

undertaken several Region-wide initiatives, such as creating an advisory council to evaluate diversity issues. Additionally, the Agency uses a common intranet through which regional news, employee promotional opportunities, and regional initiatives are shared. The Agency also has an information-technology (IT) division that assists individual parks with IT matters when necessary.

Although coordination (as discussed further below) between the parks in the Agency is limited, they are grouped into what the Agency refers to as "[s]ub-clusters" and "[c]lusters."⁵ These sub-clusters and clusters meet infrequently, primarily to share information (although some sub-clusters have engaged in resource-sharing agreements and project-management agreements). However, some do not meet at all.

Additionally, the parks occasionally share resources and employees during special occasions, emergencies, or as otherwise necessary. For example, parks have loaned law enforcement officers to other parks during Independence Day celebrations and in the aftermath of Hurricane Sandy in 2012.

The Agency has a human resources (HR) department, as well as a labor and employee relations branch (LER branch). Although each park retains the authority to set its own labor-relations policies, the regional HR department and LER branch typically advise in the event of an unfair-labor-practice (ULP) charge, disciplinary action, or grievance that advances to arbitration. Additionally, when collective bargaining occurs, the Agency's LER branch usually sends a representative to serve as chief negotiator on behalf of the Agency.

The employees at issue currently are represented by nine units spanning fifty-two parks in the following seven states: Maryland, Massachusetts, New York, New Jersey, Pennsylvania, Virginia, and West Virginia. Each of the nine units has its own CBA, and several of these CBAs cover multiple geographic locations. Two units have CBAs that cover locations overseen by different superintendents. Specifically, as discussed in more detail below, the CBA negotiated by AFGE, Local 3432 (Local 3432) covers approximately twenty-seven locations spanning New York and New Jersey, including seventeen parks that each have its own superintendent. Similarly, the CBA negotiated by Local 407 applies to multiple locations spanning Virginia and Maryland that are also overseen by more than one superintendent.

⁴ RD's Decision at 8 (internal quotation marks omitted).

⁵ *Id.* at 12 (internal quotation marks omitted).

The Union petitioned the RD to consolidate the nine aforementioned units in the Agency into one unit without an election under § 7112(d) of the Statute.⁶ The Agency opposed the petition, arguing that a consolidated unit would not be an appropriate unit under § 7112(a) of the Statute.⁷

In analyzing whether the proposed unit would be appropriate under § 7112(a), the RD first considered whether the employees in the proposed unit share a clear and identifiable community of interest. The RD observed that, although the employees are spread throughout numerous locations, they are all similarly situated in relationship to the Agency, subject to Region-wide policies and initiatives, and receive the same news items and communications from the regional director via the Agency's intranet. The RD also noted that various services provided to the employees, such as those concerning HR, are administered at the regional level. The RD found that while many of the parks are engaged in different day-to-day missions, "they all serve the overarching mission of the National Park Service."⁸ The RD acknowledged that the types of employees across the Agency are subject to significantly different working conditions, but found nonetheless that they all share "many commonalities" and fulfill the Agency's overarching mission.⁹

The RD then analyzed whether the proposed consolidated unit would promote effective dealings with the Agency. In dismissing the Agency's contention that a consolidated unit composed of employees who report to multiple superintendents would not be feasible, the RD pointed to the histories of Locals 3432 and 407. The RD observed that the units represented by these two locals covered several parks governed by multiple superintendents, and noted that "there is no evidence that [the CBAs negotiated by Locals 3432 and 407] have caused problems or that they have interfered with the parks' missions, the [s]uperintendents' authority[,] or with their labor relations."¹⁰ Moreover, the RD noted that the Agency had been actively involved in most, if not all, contract negotiations between each unit and the Agency, and that consolidating the units would be consistent with the history of the parties' previous dealings. Given the Agency's "familiar[ity] with labor[-]relations issues across the entire region," the RD found that the Agency is well-positioned to negotiate with a consolidated unit.¹¹

Finally, the RD considered whether consolidating the units would promote the efficiency of Agency operations. The RD found that there was no evidence that a consolidated unit would result in any additional costs, loss of productivity, or unnecessary use of resources. While the Agency argued that reaching a consensus among all of the superintendents would prolong the amount of time needed to negotiate a CBA, the RD noted that "even protracted negotiations over a single CBA may take less time overall tha[n] negotiating eight or nine local CBAs."¹²

Accordingly, the RD found that the consolidation of the nine units in the Agency satisfied the requirements for an appropriate unit under § 7112(a) of the Statute, and he granted the Union's petition.

The Agency filed an application for review of the RD's decision, and the Union filed an opposition.

III. Analysis and Conclusions

- A. The Agency has not demonstrated that the RD committed a clear and prejudicial error regarding a substantial factual matter.

The Agency alleges that the RD made numerous clear and prejudicial errors concerning substantial factual matters. The Authority may grant an application for review if it demonstrates that the RD committed a clear and prejudicial error concerning a substantial factual matter.¹³ However, mere disagreement with the weight the RD ascribed to certain evidence does not provide a basis for finding that the RD committed clear errors in making factual findings.¹⁴ An argument that the RD ignored certain evidence merely challenges the weight the RD ascribes to such evidence.¹⁵

¹² *Id.*

¹³ 5 C.F.R. § 2422.31(c)(3)(iii).

¹⁴ *USDA, Forest Serv., Albuquerque Serv. Ctr., Human Capital Mgmt., Albuquerque, N.M.*, 64 FLRA 239, 242 (2009) (*Forest Serv. Albuquerque*) (citing *U.S. DOD, Pentagon Force Prot. Agency, Wash., D.C.*, 62 FLRA 164, 170 (2007); *Nat'l Credit Union Admin.*, 59 FLRA 858, 862 (2004)).

¹⁵ *U.S. Dep't of the Air Force, Dover Air Force Base, Del.*, 66 FLRA 916, 921 (2012) (*Dover AFB*) (citation omitted).

⁶ 5 U.S.C. § 7112(d).

⁷ *Id.* § 7112(a).

⁸ RD's Decision at 31.

⁹ *Id.*

¹⁰ *Id.* at 32.

¹¹ *Id.* at 33.

1. The RD did not incorrectly conflate advisory roles with decision-making authority.

The Agency claims that the RD “[i]ncorrectly [c]onflated [a]dvisory [r]oles [w]ith [d]ecision-making [a]uthority” with regard to his analysis of the Agency’s system of clusters and sub-clusters, and how this system relates to labor-relations policy.¹⁶ According to the Agency, the RD erroneously found that the clusters and sub-clusters possess decision-making authority, and that this finding caused the RD to conclude that a consolidated unit would promote the efficiency of Agency operations.¹⁷

However, this argument is directly contradicted by the contents of the RD’s decision. The RD clearly found that the clusters and sub-clusters “do not have a line of authority and serve only in an advisory capacity.”¹⁸ Therefore, the Agency has not demonstrated that the RD committed a factual error regarding the roles of the clusters and sub-clusters.

The Agency also has not demonstrated that the issue it raises concerning clusters and sub-clusters constituted a substantial factual matter. The RD only referenced the clusters and sub-clusters once during his legal analysis, for the sole purpose of demonstrating that “the parks already engage in coordinated activities” throughout the Region.¹⁹ The RD considered a significant array of other factors before arriving at the conclusions contained in his decision. Accordingly, the Agency has not shown that the RD committed a clear and prejudicial error regarding a substantial factual matter relating to the system of clusters and sub-clusters.

The Agency also argues that the RD “improperly discounted evidence of individual park autonomy in developing labor policy.”²⁰ The Agency claims that the RD committed a factual error in finding that the Agency’s labor-relations staff “is in a position to develop regional-level policy.”²¹ According to the Agency, “the record was clear that the [Agency’s] labor[-]relations staff do[es] not develop and render decisions on what the labor[-]relations policies of the [A]gency will be.”²²

However, the RD explicitly stated that individual parks “retain the authority to set their own policies covering labor relations issues.”²³ Therefore, the Agency is incorrect in arguing that the RD erred by disregarding each park’s autonomy in developing labor policy. Moreover, contrary to the Agency’s claims, the RD did not find that the Agency’s staff “develop[s] and render[s] decisions”²⁴ on labor relations policy. Rather, he found that the Agency is “in a *position*” to do so in the future.²⁵ The RD supported this conclusion by observing that park superintendents routinely consult with the Agency on matters concerning disciplinary actions, ULP charges, grievances, and negotiations; and by noting that the Agency had participated in the negotiations of all nine units’ CBAs.²⁶ Accordingly, the Agency has not demonstrated that the RD committed a clear and prejudicial error of fact in this regard.

2. The RD did not err in finding that negotiations at Independence took five years to complete.

The Agency asserts that the RD committed a clear and prejudicial error concerning a substantial factual matter by finding that the CBA between Independence and the Agency took five years to negotiate. The Agency notes that two witnesses testified that the negotiations over the Independence CBA took only one-and-a-half years.²⁷ According to the Agency, “the [RD] ignored these accounts and instead relied on the testimony of the Union’s [p]resident that negotiations lasted five years.”²⁸ However, as stated above, an argument that the RD ignored certain evidence challenges the weight the RD ascribes to such evidence,²⁹ and mere disagreement with the weight the RD ascribed to certain evidence does not provide a basis for finding that the RD committed clear errors in making factual findings.³⁰ Accordingly, the Agency has not demonstrated that the RD erred in finding that the negotiations over the Independence CBA took five years.

¹⁶ Application at 7.

¹⁷ *Id.* (citing RD’s Decision at 33-34).

¹⁸ RD’s Decision at 12.

¹⁹ *Id.* at 34.

²⁰ Application at 8.

²¹ *Id.* (quoting RD’s Decision at 33) (internal quotation marks omitted).

²² *Id.*

²³ RD’s Decision at 20.

²⁴ Application at 8.

²⁵ RD’s Decision at 33 (emphasis added).

²⁶ *See id.*

²⁷ Application at 9.

²⁸ *Id.*

²⁹ *Dover AFB*, 66 FLRA at 921.

³⁰ *Forest Serv. Albuquerque*, 64 FLRA at 242 (citations omitted).

3. The RD did not improperly overgeneralize evidence concerning resource-sharing between parks.

The Agency argues that the RD “[i]mproperly [o]vergeneralized the [e]vidence [c]oncerning [r]esource[-]sharing [b]y [c]ertain [p]arks,” and that he “failed to distinguish the scope of resource[-]sharing among the parks at issue.”³¹ The Agency notes that the RD initially concedes that the parks “occasionally, albeit infrequently, share employees.”³² However, according to the Agency, “the [RD’s] decision later proclaims that there are multiple instances of resource[-]sharing, without distinguishing the scope of such sharing temporally or geographically.”³³ As such, the Agency argues that the RD erroneously overstated the amount of resource-sharing between the parks, which led the RD to wrongly conclude that the consolidated units share a community of interest.

A review of the RD’s decision does not support the Agency’s contention. Following the RD’s initial statement that the parks “occasionally, albeit infrequently, share employees,”³⁴ the RD cites only two circumstances involving resource-sharing between the parks. In one circumstance, the RD stated that “there are multiple, *albeit infrequent* examples, of bargaining[-]unit employees lending their expertise to other parks.”³⁵ In the second, the RD asserted that “there are multiple examples of interchange of employees between [parks] for *special events* including historical anniversaries and celebrations, *for emergencies*, and simply to share staff with unique skills that are needed on a *limited basis* throughout the Region.”³⁶ Neither of these statements supports the Agency’s contention that the RD exaggerated the amount of resource-sharing between parks, or failed to distinguish the scope of resource-sharing. Rather, the RD clearly distinguished that resource-sharing occurred only infrequently and was limited to special occasions or unusual circumstances such as emergencies. Accordingly, the Agency has not demonstrated that the RD committed a clear and prejudicial error concerning a substantial factual matter in this regard.

4. The RD did not overstate the amount of oversight the Agency has over budget matters.

The Agency claims that the RD committed a clear and prejudicial error of fact by finding that the Agency “has greater oversight and involvement on budget matters than exists.”³⁷ The Agency asserts that the RD “fail[ed] to credit the autonomy of [s]uperintendents in developing and managing the individual park budgets.”³⁸ The Agency also objects to the RD’s statement that “the [Agency] provides oversight and coordination of budget requests.”³⁹ According to the Agency, it has little-to-no control over a superintendent’s management of his or her particular park’s budgets. The Agency thus argues that the RD erred by “overstat[ing] [the Agency’s] importance in the [budget] process.”⁴⁰

However, a review of the RD’s decision shows that he acknowledged the superintendents’ role in the budgeting process. The RD noted that the superintendents “are responsible for overseeing and managing all aspects of the park’s operations: including . . . budgeting.”⁴¹ The RD also found that “each park’s [s]uperintendent has the authority to develop and administer” the budget for his or her park, and observed that the Agency “does not generally question [superintendents’] spending decisions.”⁴²

Additionally, the RD offered numerous examples to support his conclusion that the Agency provides oversight for individual parks’ budgets. For example, the RD noted that the Agency will provide someone from its office to serve as a consultant to a superintendent if that park is without its own budget analyst.⁴³ The RD also observed that the Agency determines each park’s award budget, and that the Regional Comptroller’s office periodically reviews park budgets to ensure compliance with appropriations laws.⁴⁴ Additionally, the RD found that the Agency has the ability to reallocate money for specific projects from one park to another, and to collect budgetary surpluses from individual parks to be redistributed to other parks that are in need.⁴⁵

³¹ Application at 9.

³² *Id.* (quoting RD’s Decision at 10) (internal quotation mark omitted).

³³ *Id.*

³⁴ RD’s Decision at 10.

³⁵ *Id.* at 31 (emphasis added).

³⁶ *Id.* at 34 (emphasis added).

³⁷ Application at 10.

³⁸ *Id.*

³⁹ *Id.* at 11 (quoting RD’s Decision at 30) (internal quotation mark omitted).

⁴⁰ *Id.*

⁴¹ RD’s Decision at 13.

⁴² *Id.* at 17

⁴³ *Id.*

⁴⁴ *Id.*

⁴⁵ *Id.* at 19.

These findings are consistent with the RD's conclusion that "the [Agency] which provides oversight and coordination of budget requests."⁴⁶ The Agency's contention that the RD "overstate[d] [the Agency's] importance in the [budget] process"⁴⁷ merely challenges the weight the RD accorded to the evidence in the record. As explained above, mere disagreement with the weight the RD ascribed to certain evidence does not provide a basis for finding that the RD committed clear and prejudicial errors in making factual findings.⁴⁸ As such, the Agency has not demonstrated that the RD committed a clear and prejudicial error concerning a substantial factual matter in this regard.

5. The RD did not commit clear and prejudicial errors concerning substantial factual matters regarding the history of Local 407 or the degree of interaction among the Local 407 parks.

The Agency claims that the RD committed two clear and prejudicial errors of fact concerning Local 407. First, the Agency argues that the RD "misapprehended" the testimony of the Agency's chief of labor relations.⁴⁹ The RD stated that the chief testified that all of the Local 407 parks were overseen by a single Agency manager at the time its CBA "was *negotiated*."⁵⁰ According to the Agency, the chief actually testified that all of the parks were governed by a single manager at the time the unit "was *organized*," but that the Local 407 parks were governed by multiple superintendents by the time the current CBA was negotiated.⁵¹ The Agency argues that this misunderstanding caused the RD to "improperly discount[]" the chief's testimony.⁵²

However, despite this disagreement as to the weight and probative value of the testimony, the RD reached the same conclusion as the Agency – that the Local 407 parks were governed by multiple superintendents by the time its CBA was negotiated.⁵³ Even assuming that the RD "misapprehended"⁵⁴ the chief's testimony, the Agency does not disagree with the

RD's ultimate finding of fact. The Agency therefore has not demonstrated how this alleged error was prejudicial or how this was a substantial factual matter.

Second, the Agency claims that the RD "exaggerate[d] the degree of interchange among the [Local 407] parks to support [his] erroneous conclusion that a consolidated unit would promote effective dealings with the [A]gency and efficiency of operations."⁵⁵ Specifically, the Agency objects to the RD's finding that "[t]estimony by local park management . . . revealed . . . that parks in the consolidated units have sought advice from one another concerning topics such as arbitration."⁵⁶ The Agency claims that this is a mischaracterization of the testimony of the deputy superintendent at Shenandoah National Park, one of the Local 407 parks. According to the Agency, her testimony actually revealed that the Local 407 parks "do not interact on labor matters."⁵⁷

However, as the Agency acknowledges,⁵⁸ the Shenandoah deputy superintendent expressly testified that she consulted with other superintendents within the Local 407 parks when she was confronted with an arbitration issue.⁵⁹ The Agency's argument in this regard merely challenges the weight the RD accorded to certain evidence in the record. Therefore, the Agency has not demonstrated that the RD committed a clear and prejudicial error concerning a substantial factual matter in this regard.⁶⁰

- B. The Agency has not demonstrated that the RD failed to apply established law.

The Authority may grant an application for review if a party demonstrates that the RD failed to apply established law.⁶¹ The Agency argues that the RD failed to apply established law in concluding that the consolidated unit constitutes an appropriate unit.⁶²

Under § 7112(d) of the Statute, two or more units in an agency for which a labor organization is the exclusive representative may, upon petition by the agency or labor organization, be consolidated without an election into a single larger unit if the Authority determines the larger unit to be appropriate.⁶³ Under § 7112(a) of the

⁴⁶ Application at 11 (quoting RD's Decision at 30) (internal quotation mark omitted).

⁴⁷ *Id.*

⁴⁸ *Forest Serv. Albuquerque*, 64 FLRA at 242 (citations omitted).

⁴⁹ Application at 11.

⁵⁰ RD's Decision at 25 (emphasis added).

⁵¹ Application at 12 (emphasis added) (quoting Hr'g Tr. at 215) (internal quotation marks omitted).

⁵² *Id.* at 11.

⁵³ RD's Decision at 25.

⁵⁴ Application at 11.

⁵⁵ *Id.* at 12.

⁵⁶ *Id.* (quoting RD's Decision at 25) (internal quotation marks omitted).

⁵⁷ *Id.*

⁵⁸ *See id.* at 12-13.

⁵⁹ Hr'g Tr. at 904.

⁶⁰ *See Forest Serv. Albuquerque*, 64 FLRA at 242 (citations omitted).

⁶¹ 5 C.F.R. § 2422.31(c)(3)(i).

⁶² *See* Application at 13-32.

⁶³ 5 U.S.C. § 7112(d).

Statute, a unit is appropriate if it will: (1) ensure a clear and identifiable community of interest among the employees in the unit; (2) promote effective dealings with the agency involved; and (3) promote efficiency of the operations of the agency involved.⁶⁴

A proposed unit must meet all three criteria in order to be found appropriate.⁶⁵ Determinations as to each of these criteria are made on a case-by-case basis.⁶⁶ The Authority has set out factors for assessing each criterion, but has not specified the weight of individual factors or a particular number of factors necessary to establish an appropriate unit.⁶⁷ A petitioner does not have to demonstrate that a proposed consolidated unit will be *more* appropriate than the non-consolidated units – the unit need only fulfill the three aforementioned criteria to be determined appropriate.⁶⁸

1. Community of Interest

With respect to the community-of-interest criterion, the Authority examines such factors as geographic proximity, unique conditions of employment, distinct local concerns, degree of interchange between other organizational components, and functional or operational separation.⁶⁹ In addition, the Authority considers whether the employees in the proposed unit: are a part of the same organizational component of the agency; support the same mission; are subject to the same chain of command; have similar or related duties, job titles, and work assignments; and are subject to the same working conditions.⁷⁰ In regard to the degree with which the unconsolidated units support the same mission, the Authority has held that the separate missions of each unit need only “bear a relationship” to one another, and their individual functions need only be “similar or supportive” to warrant consolidation.⁷¹ Concerning the similarity in job duties and work assignments, “[t]he Authority has never held that appropriate units must include only

employees who share functions or occupations.”⁷² To the contrary, “the fact that some of the employees have specialized functions does not compel a finding that they do not share a community of interest.”⁷³

As set forth more generally above, no single community-of-interest factor is dispositive.⁷⁴ Additionally, the Authority has not specified the weight to be accorded to the various factors.⁷⁵ Consistent with these principles, the Authority has made determinations regarding these factors on a case-by-case basis after examining the totality of the circumstances.⁷⁶

Here, the RD identified several factors indicating a shared community of interest. In particular, he found that the Agency’s parks: (1) “are similarly situated in relationship to the [Agency] and each other,” and are therefore subject to the same Region-wide policies and initiatives; (2) enjoy various services (such as those related to HR) that are administered at the regional level; (3) are subject to the Agency’s budgetary oversight and coordination; (4) universally work towards fulfilling the Agency’s overarching mission of “preserving natural and cultural resources,” even though the specific mission of each park may vary; (5) employ many workers with identical job titles who perform similar functions; (6) share “many commonalities in connection with working conditions such as uniforms, methods of communication, training, security clearances[,] and government IDs;” (7) have a history of sharing employees in the event of extreme weather, special events, or emergencies; and (8) fall under the same system governing personnel-related matters such as payroll and employee benefit plans.⁷⁷

The Agency disputes the facts relied upon by the RD to conclude that the employees share a community of interest. Specifically, the Agency argues that its different parks: are distinct organizational components with separate budgets and operational expenses; are governed by separate chains of command; have different individual missions; employ individuals with unique job duties, working conditions, and conditions of employment; possess distinct local concerns that are not shared by any of the other parks; are subject to personnel policies that are set at the local (as opposed to regional) level; are too

⁶⁴ 5 U.S.C. § 7112(a); *Dover AFB*, 66 FLRA at 919 (citation omitted); *U.S. Dep’t of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base, Ohio*, 55 FLRA 359, 361-62 (1999) (*AFMC*).

⁶⁵ *Dover AFB*, 66 FLRA at 919 (citing *U.S. Dep’t of Commerce, U.S. Census Bureau*, 64 FLRA 399, 402 (2010) (*Commerce*)).

⁶⁶ *Id.* (citing *Commerce*, 64 FLRA at 402).

⁶⁷ *Id.* (citing *Commerce*, 64 FLRA at 402).

⁶⁸ *AFMC*, 55 FLRA at 364 (citations omitted).

⁶⁹ *Dover AFB*, 66 FLRA at 919 (citing *U.S. Dep’t of the Navy, Fleet & Indus. Supply Ctr., Norfolk, Va.*, 52 FLRA 950, 961 (1997) (*FISC*)).

⁷⁰ *Id.* (citing *FISC*, 52 FLRA at 960-61).

⁷¹ *AFMC*, 55 FLRA at 362 (internal quotation marks omitted) (citing *U.S. Dep’t of the Navy, U.S. Marine Corps*, 8 FLRA 15, 22 (1982); *Army & Air Force Exch. Serv., Dall., Tex.*, 5 FLRA 657, 660 (1981)).

⁷² *Commerce*, 64 FLRA at 403 (citing *U.S. Dep’t of the Air Force, Lackland Air Force Base, San Antonio, Tex.*, 59 FLRA 739, 742 (1999)).

⁷³ *Dover AFB*, 66 FLRA at 920 (citing *U.S. DHS, Bureau of CBP*, 61 FLRA 485, 496 (2006)).

⁷⁴ *Id.* (citing *U.S. Dep’t of the Airforce, Travis Air Force Base, Cal.*, 64 FLRA 1, 7 (2009) (*Travis AFB*) (Member Beck dissenting)).

⁷⁵ *Id.* (citing *Travis AFB*, 64 FLRA at 7).

⁷⁶ *Id.* (citing *Travis AFB*, 64 FLRA at 7).

⁷⁷ RD’s Decision at 30-31.

geographically dispersed; rarely exchange employees and resources with other parks, and only during special events or emergencies; and are functionally and operationally separate due to their wholly separate missions, budgets, and chains of command.⁷⁸

However, the RD addressed each of the Agency's contentions in detail in his decision and nonetheless concluded that the employees at issue share a community of interest. The Agency is merely arguing against the probative value of the facts the RD relied upon in ruling against the Agency, while simultaneously urging that greater weight be given to evidence that, according to the Agency, warrant a finding in its favor.⁷⁹ These arguments, which merely challenge the weight, importance, or significance ascribed by the RD to various factual matters in the record, do not demonstrate that the RD failed to apply established law.⁸⁰ Moreover, the Agency offers no legal precedent from the Authority (or any other source) to demonstrate that the RD failed to apply established law in this regard. Accordingly, the Agency has not shown that the RD failed to apply established law in finding that the employees at issue share a community of interest.

2. Effective Dealings

In evaluating the effective-dealings criterion, the Authority examines such factors as the past collective-bargaining experience of the parties; the locus and scope of authority of the responsible personnel office administering personnel policies covering employees in the proposed unit; the limitations, if any, on the negotiations of matters of critical concern to the employees in the proposed unit; and the level at which labor relations policy is set by the agency.⁸¹ Additionally, the Authority considers whether consolidation will reduce bargaining-unit fragmentation and whether the unit would adequately reflect the agency's organizational structure or would require creating a new agency structure.⁸²

The Agency advances several arguments as to how the RD failed to apply established law. First, the Agency cites to *U.S. Department of the Interior, National Park Service, Washington, D.C. (NPS Washington)*, wherein the regional director denied the union's petition in part because the requested unit would "conflict with the established chain of command

that ends with the [p]ark [s]uperintendent."⁸³ The Agency argues that, under this precedent, the RD should have concluded that the consolidated unit at issue here would not improve effective dealings because each park continues to operate under its own chain of command.

However, the RD acknowledged that each park is governed under a separate chain of command overseen by its superintendent,⁸⁴ and nonetheless concluded, after evaluating several additional factors under the effective-dealings criterion, that the consolidated unit for the Agency would be appropriate. In particular, the RD observed that, although superintendents possess decision-making authority over labor-relations matters, they frequently consult with the Agency's HR specialists over matters such as ULP charges, disciplinary matters, and grievances, and that the superintendents are required to refer matters such as ULPs and arbitrations to the Agency.⁸⁵

The RD also observed that the Agency "was actively involved in most, if not all, contract negotiations" between the Agency and the nine existing units, and thus found that the proposed consolidated unit was consistent with the parties' collective-bargaining history.⁸⁶ Accordingly, the RD concluded that "the [Agency]'s staff is already familiar with labor[-]relations issues across the entire region and . . . familiar with consolidated units involving multiple [s]uperintendents," and therefore is "in a position to develop regional-level policy and also to coordinate between the various [s]uperintendents."⁸⁷ Therefore, although each park operates under an independent chain of command, the RD considered numerous other factors and ultimately concluded that the consolidated unit would improve effective dealings with the Agency.

Additionally, *NPS Washington* is distinguishable from the matter at hand. In that case, the petitioner was attempting to create a nation-wide unit that would have severed many employees out of existing units represented by multiple unrelated exclusive representatives.⁸⁸ As such, the regional director in that case found that the proposed unit would "not comport with the organizational structure of the National Park Service."⁸⁹ Conversely, the consolidated unit here is composed entirely of employees already represented by AFGE and located solely in the Northeast Region, and would not sever any employees from existing units. Therefore, the consolidated unit more adequately reflects the Agency's

⁷⁸ Application at 15-25.

⁷⁹ See *id.*

⁸⁰ See *Dover AFB*, 66 FLRA at 920-21; *U.S. Dep't of the Interior, Nat'l Park Serv., Wash., D.C.*, 55 FLRA 311, 315 (1999) (*NPS Washington*).

⁸¹ *Dover AFB*, 66 FLRA at 920-21 (citing *Commerce*, 64 FLRA at 403).

⁸² *Id.* at 921 (citing *AFMC*, 55 FLRA at 364).

⁸³ *NPS Washington*, 55 FLRA at 313.

⁸⁴ See RD's Decision at 32.

⁸⁵ *Id.* at 33.

⁸⁶ *Id.* at 32.

⁸⁷ *Id.* at 33.

⁸⁸ *NPS Washington*, 55 FLRA at 312.

⁸⁹ *Id.* at 313 (internal quotation marks omitted).

organizational structure than the proposed unit did in *NPS Washington*.⁹⁰

The Agency also notes that the regional director in *NPS Washington* acknowledged the “inefficien[cy]” of Locals 3432 and 407 in declining to certify the then-proposed consolidated unit.⁹¹ Therefore, the Agency argues that the RD considering this petition must have erred in finding that the consolidated unit would promote effective dealings between the parties because the Authority already determined that the two existing consolidated units in the Agency are inefficient.⁹²

However, the Authority in *NPS Washington* was merely summarizing the regional director’s finding that Locals 3432 and 407 were inefficient, and in the process did not confirm such a finding.⁹³ Moreover, as determinations regarding the appropriateness of a unit under § 7112(a) are made on a “case-by-case basis,”⁹⁴ the RD here, considering this petition, was not obligated to adopt the findings that the regional director in *NPS Washington* made over fifteen years ago after reviewing a different petition. After conducting his own review of the record, the RD determined that Locals 3432 and 407 “have been successful in negotiating agreements . . . and there is no evidence that the resulting CBAs have caused problems or that they have interfered with the parks’ missions, the [s]uperintendents’ authority[,] or . . . their labor relations.”⁹⁵ Although the Agency disagrees with this finding, and cites testimony to support a different conclusion,⁹⁶ this merely challenges the weight, importance, or significance ascribed by the RD to various factual matters in the record, and does not demonstrate that the RD failed to apply established law.⁹⁷

Accordingly, the Agency has not demonstrated that the RD failed to apply established law in finding that the consolidated unit would promote effective dealings.

3. Efficiency of Operations

In determining whether a proposed unit will improve efficiency of operations, the Authority considers the degree to which the unit structure bears a rational relationship to the operational and organizational structure of the agency.⁹⁸ In assessing this criterion, the Authority examines the effect of the proposed unit on operations in terms of cost, productivity, and use of resources.⁹⁹ Additionally, the Authority has previously held that “the purpose of [§] 7112(d) [of the Statute] is to facilitate consolidation, on the ground that reducing unit fragmentation promotes an effective bargaining unit structure.”¹⁰⁰ To that end, the Authority has found that reducing unit fragmentation through consolidation promotes efficiency of operations.¹⁰¹

The RD found that there was no evidence to show that the consolidated unit would result in any additional costs, loss of productivity, or use of resources.¹⁰² The RD also considered the Agency’s argument that reaching a consensus among all of the Agency’s superintendents would increase the time necessary to negotiate a CBA.¹⁰³ However, the RD concluded that “even protracted negotiations over a single CBA may take less time overall tha[n] negotiating eight or nine local CBAs.”¹⁰⁴ The RD also observed that, even though the superintendents exercise significant autonomy, they all are organized under the Agency and report to its director.¹⁰⁵ As such, the RD found that the consolidated unit bears a rational relationship to the operational and organizational structure of the Agency, and concluded that it would promote efficiency of operations.¹⁰⁶

As it did before the RD, the Agency argues here that the consolidated unit would not promote efficiency of operations because it would require obtaining the consensus of multiple superintendents during the negotiating process.¹⁰⁷ The Agency also asserts that the diverse working conditions at each park have previously required the parties to negotiate supplemental agreements in order to address unique local needs.¹⁰⁸ As such, the

⁹⁰ See *Dover AFB*, 66 FLRA at 921 (citing *AFMC*, 55 FLRA at 364).

⁹¹ Application at 28 (quoting *NPS Washington*, 55 FLRA at 313) (internal quotation marks omitted).

⁹² See *id.*

⁹³ See *NPS Washington*, 55 FLRA at 313.

⁹⁴ *FISC*, 52 FLRA 950, 960 (citing *U.S. Dep’t of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base*, 47 FLRA 602 (1993)).

⁹⁵ RD’s Decision at 32.

⁹⁶ Application at 28 (citing Hr’g Tr., Sept. 17, 2014, at 225-26).

⁹⁷ *NPS Washington*, 55 FLRA at 315.

⁹⁸ *Dover AFB*, 66 FLRA at 921 (citing *Commerce*, 64 FLRA at 404).

⁹⁹ *Id.* (citing *Commerce*, 64 FLRA at 404).

¹⁰⁰ *AFMC*, 55 FLRA at 364 (citing *U.S. Dep’t of Transportation, Wash., D.C.*, 5 FLRA 646, 652 (1981)).

¹⁰¹ *Commerce*, 64 FLRA at 404 (citing *AFMC*, 55 FLRA at 364).

¹⁰² RD’s Decision at 33.

¹⁰³ *Id.*

¹⁰⁴ *Id.*

¹⁰⁵ *Id.*

¹⁰⁶ *Id.*

¹⁰⁷ Application at 28.

¹⁰⁸ *Id.* at 30.

Agency argues that “the [RD] erroneously assumed that negotiations would result in a single contract, and that bargaining over one agreement may result in cost savings and greater efficiency.”¹⁰⁹ According to the Agency, because supplemental agreements will be necessary at the local level, “it is unclear how a master agreement would result in efficiency.”¹¹⁰

The Agency’s arguments on these points, however, simply challenge the weight, importance, or significance ascribed by the RD to various factual matters in the record. The RD considered testimony that local supplemental agreements may be necessary under the consolidated unit, and nonetheless determined that the consolidated unit would improve efficiency of operations by reducing the number of CBAs within the Agency. Although the Agency disagrees with this finding, the Authority has previously held that § 7112(d) of the Statute “reflects a judgment that consolidation and the resulting reduction in unit fragmentation promotes effective labor relations, as long as the resulting unit is appropriate.”¹¹¹ The Agency does not dispute the RD’s finding that the consolidated unit would reduce unit fragmentation.

The Agency also argues that *U.S. Army Materiel Development and Readiness Command (DARCOM)*¹¹² demonstrates that the RD erred in finding that the consolidated unit would promote efficiency of operations. In that case, the Authority denied the union’s petition to consolidate thirteen nationwide units because, in part, each of the agency’s local installations pursued a unique mission, and local installation commanders exercised complete control over personnel matters.¹¹³ The Agency argues that the inappropriate unit in *DARCOM* is analogous to the one in this case, due to the fact that many of the Agency’s parks perform unique local functions and are governed primarily at the local level by their respective superintendents.¹¹⁴

However, the Authority in *DARCOM* also found that agency headquarters “neither participate[d] in the local negotiations process nor control[ed] the negotiations.”¹¹⁵ This differs from the facts in this case because the Agency’s LER branch was “actively involved in most, if not all, contract negotiations” between the Agency and the nine existing units.¹¹⁶ Moreover, the Authority in *DARCOM* noted that, because the agency’s employees were represented by

thirteen labor organizations other than the union, the proposed consolidated unit would do little to improve efficiency of operations.¹¹⁷ Conversely, the nine units in this case are already represented exclusively by AFGE or its locals. Therefore, the Authority’s holding in *DARCOM* is distinguishable from the instant case, and the Agency does not demonstrate that the RD failed to apply established law in determining that the consolidated unit would promote efficient operations.

Additionally, the Agency argues that *NPS Washington* demonstrates that the RD failed to apply established law in finding that the consolidated unit would promote efficient operations. Specifically, the Agency notes that the regional director in *NPS Washington* found that the park superintendents possessed significant management authority, and therefore concluded that the proposed nationwide unit was inappropriate.¹¹⁸ However, as explained in more detail above, *NPS Washington* is distinguishable from the case at hand. Accordingly, the Agency has not demonstrated that the RD failed to apply the precedent established in *NPS Washington* by finding that the consolidated unit promotes efficiency of operations.

As noted above, there is no requirement in the Statute that the consolidated unit be *more* appropriate than the unconsolidated units – the consolidated unit need only be *appropriate*.¹¹⁹ Given this standard, to the extent that the Agency is arguing to the contrary, the Agency has not demonstrated that the RD failed to apply established law in finding that the consolidated unit is appropriate under § 7112(a) of the Statute.

IV. Order

We deny the Agency’s application for review.

¹⁰⁹ *Id.*

¹¹⁰ *Id.*

¹¹¹ *AFMC*, 55 FLRA at 364.

¹¹² 11 FLRA 156 (1983).

¹¹³ *Id.* at 159-161.

¹¹⁴ Application at 32.

¹¹⁵ *DARCOM*, 11 FLRA at 159.

¹¹⁶ RD’s Decision at 32.

¹¹⁷ *DARCOM*, 11 FLRA at 161.

¹¹⁸ Application at 32 (citing *NPS Washington*, 55 FLRA at 312-13).

¹¹⁹ *AFMC*, 55 FLRA at 364 (citations omitted).

FEDERAL LABOR RELATIONS AUTHORITY
BOSTON REGION

—
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NORTHEAST REGION
(Agency)

AND

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
(Labor Organization/Petitioner)

CASE NO. BN-RP-13-0021

—
DECISION AND ORDER

I. Statement of the Case

This case is before the undersigned Regional Director of the Federal Labor Relations Authority (the Authority) based on a petition filed by the American Federation of Government Employees, AFL-CIO, (the Petitioner or AFGE) pursuant to section 7111(b)(2) of the Federal Service Labor-Management Relations Statute (the Statute) and section 2422.5 of the Authority's Rules and Regulations (the Regulations).¹ The Petitioner seeks to consolidate without an election the existing bargaining units in the Department of the Interior, National Park Service, Northeast Region which are already represented by AFGE and by various other AFGE locals into a single, consolidated unit which will be represented by AFGE. The Park Service asserts that the consolidated unit sought by the Petitioner would not be an appropriate bargaining unit under Section 7112(a) of the Statute.²

Pursuant to section 7111(b) of the Statute and Section 2422.8 of the Regulations, a hearing was held in this matter on September 17-19, 2014 and October 7-9, 2014. Pursuant to the provisions of section 7105(e)(1) of the Statute, the Authority has delegated its powers in connection with the subject petition to me in my role as Regional Director. I have reviewed the rulings made by the hearing officer at the hearing and find that they are free from prejudicial error. Accordingly, these rulings are affirmed.³

On the basis of the record and timely briefs submitted by the parties, I make the following findings and conclusions.

II. Findings of Fact

A. The Composition of the National Park Service's Northeast Region and the Existing Bargaining Units

The National Park Service (the Agency or NPS) is headquartered in Washington, D.C. and is composed of seven regions, including the Northeast Region.⁴ The Northeast Region is headquartered in Philadelphia, Pennsylvania and like the Agency's other six regions, it is headed by a Regional Director. The Northeast Region's various designations or "units" which include national parks, monuments, battlefields, military parks, historical parks, historic sites, lakeshores, recreation areas, scenic rivers and trails are headed by individual Superintendents and are located across thirteen states.⁵

³ On the last day of the hearing the Agency offered three suggested modifications to the wording of the unit description. The Agency's first suggestion was that the unit description should be modified to read in part "... and the Northeast Regional Director's Office, formerly known as the Mid-Atlantic Region..." because it believes that Northeast Regional employees located in Boston are not part of the proposed unit. This matter is not in dispute and the proposed change would not add to the clarity of the description. The Agency offered two other suggestions with regard to the use of the term "guards" but failed to explain this suggested revision or offer any rationale for these wording changes. As none of these issues was raised in the Agency's brief, they will not be dealt with further here.

⁴The parties refer to their Headquarters in Washington, D.C. as WASO.

⁵The National Park Service utilizes a number of designations such as "recreational park," "historic site," "national monument" etc., each of which have a specific definition. Congress passed the Redwoods Act which essentially provides that no matter what a particular site's designation is, they are all managed together as "units" within the National Park System. For the purpose of this Decision and Order, I will refer to these designations in general as "parks."

¹ 5 U.S.C. § 7111; 5 C.F.R. § 2422.5.

² 5 U.S.C. § 7112.

AFGE and various AFGE locals represent employees in nine bargaining units covering fifty-two locations in seven of these states including; Maryland, Massachusetts, New York, New Jersey, Pennsylvania, Virginia and West Virginia. These bargaining units include:

AFGE Local 3789 (Massachusetts)

The non-professional employees of the Cape Cod National Seashore which was certified on November 7, 1978, in Case No. 31-11730(RO).

AFGE Local 3432 (New York/New Jersey)

The non-professional, non-supervisory employees including temporary employees appointed for 700 hours or more who are employed by the National Park Service in the states of New York and New Jersey including the position of Secretary, GS-0318-06 at the Morristown National Historical Park as initially certified on May 1, 1974 in Case No. 30-5118(RO) and clarified on September 28, 2005, in Case No. BN-RP-05-0013. These locations include: the Castle Clinton National Memorial, Eleanor Roosevelt National Historic Site, Ellis Island National Monument, Erie Canalway National Heritage Corridor, Federal Hall National Memorial, Fire Island National Seashore, Fort Necessity National Battlefield, Fort Stanwix National Monument, Friendship Hill National Historic Site, Gateway National Recreation Area, General Grant National Memorial, Gettysburg National Military Park, Governors Island National Monument, Hamilton Grange National Monument, Home of Franklin D. Roosevelt National Historic Site, Manhattan Sites African Burial Ground, Martin Van Buren National Historic Site, Morristown National Historical Park, New Jersey Coastal Heritage Trail Route, National Parks of New York Harbor Commissioner's Office, Sagamore Hill National Historic Site, Paterson Great Falls National Historical Park, Saint Paul's Church National Historic Site, Saratoga National Historical Park, Statue of Liberty National Monument, Theodore Roosevelt Birthplace National Historic Site, Thomas Cole National Historic Site, Thomas Edison National Historical Park, Vanderbilt Mansion National Historic Site, and the Women's Rights National Historical Park

AFGE Local 2028 (Pennsylvania)

The non-supervisory classified, wage board and professional employees located at the Independence National Historical Park which was certified on July 29, 1970 in Case No. 20-1883. The unit also includes the employees working at the Edgar Allen Poe National Historic Site, Thaddeus Kosciuszko National Historic Site, Gloria Dei National Historic Site.

AFGE Local 2028 (Pennsylvania)

The non-supervisory classified employees of the Philadelphia Support Office and the Northeast Regional Director's Office, including the Land Resources Program Center, and the Northeast Regional Director's Office which was certified on July 29, 1970 in Case No. 20-1882-RO, and then clarified on March 29, 1974 in Case No. 20-4371(AC) and again on September 17, 1999 in Case No. BN-RP-90015.

AFGE Local 3034 (Pennsylvania)

The professional employees of the Allegheny Portage Railroad, Johnstown Flood National Memorial, Fort Necessity and Friendship Hill which was certified on November 19, 2002, in Case No. BN-RP-02-0055 and amended on April 22, 2010 in Case No. BN-RP-10-0009.

AFGE Local 1647 (Pennsylvania)

The non-professional, General Schedule and Wage Grade employees, including Preservation Trainees of the Steamtown National Historic Site in Scranton, Pennsylvania which was certified on July 3, 2000 in Case No. BN-RP-00023.

AFGE Local 3145 (Pennsylvania)

The employees of the Gettysburg National Military Park and National Cemetery and Eisenhower National Historic Site which was first recognized in 1969.

AFGE Local 407 (Virginia)

The GS, WG and WL non-supervisory employees and temporary employees having 700 hours or longer appointments in the Appomattox Court House National Historic Park, Booker T. Washington National Monument, Fredericksburg National Military Park, George Washington Birthplace National Monument, Petersburg National Battlefield, Richmond National Battlefield Park, Shenandoah National Park, and the General Schedule employees of the Colonial National Historic Park which was certified in 1983 in Case No. 22-3587(RO) and amended on June 24, 1997 in Case No. WA-RP-70044. This unit also includes the employees at the Maggie L. Walker National Historic Site, and the Spotsylvania National Military Park. (This unit also includes the Thomas Stone National Historic Site located in Maryland).

AFGE Local 407 (West Virginia and Maryland)

The Wage Grade, General Schedule, Park Rangers and temporary/seasonal/term employees employed at Glen Jean, West Virginia in the New River Gorge National River, the Gauley River National Recreation Area, and the Bluestone National Scenic River which was originally certified on May 18, 1994 in Case No. WA-RO-40027 to be represented by AFGE Local 2198, AFL-CIO, and then clarified on July 24, 1997 in Case No. WA-RP-70039 before the certification was amended on April 22, 2004 in Case No. WA-RP-04-0009 to change the name of the exclusive representative from AFGE Local 2198 to AFGE.

B. The Collective Bargaining Agreements

At the time of the hearing each of these bargaining units had its own collective bargaining agreement (CBA). Several of the CBAs cover multiple geographic locations and in two instances the CBA applies to locations which are overseen by different Superintendents. For example, the 2005 CBA between AFGE Local 3432 and the Northeast Region covers approximately twenty-seven different locations in New York and New Jersey including approximately seventeen parks which each have their own Superintendent. Similarly, the 2002 CBA between AFGE Local 407 and National Park Service applies to multiple locations in Virginia (and one in Maryland) which are also overseen by more than one Superintendent.

C. The Mission

The National Park Service's mission is to preserve unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world. With respect to the various sites within the Park Service, each was established through enabling legislation from Congress which sets forth its specific purpose or mission. For example, the enabling legislation for the Gateway National Recreation Area provides that it was established to "preserve and protect for the use and enjoyment of present and future generations an area possessing outstanding natural and recreational features..." The enabling legislation for the creation of the Allegheny Portage Railroad National Historic Site and the Johnstown Flood National Memorial noted that they are "to provide for the preservation and interpretation of the remaining portions of the Allegheny Portage Railroad route not included within the national historic site, and to further commemorate the Johnstown flood..."

Accordingly, each of the over forty sites at issue has a unique mission in support of its particular location whether it be a historic site, monument or a natural resource with protected wilderness land or recreational areas. For example, the Independence National Historical Park's mission is to preserve, manage, operate, maintain, protect and interpret park resources associated with the American Revolution and the founding and establishment of the United States of America in order to perpetuate these resources and to help all people understand the people, events and ideas associated with the park's tangible resources. The mission of the Fire Island National Seashore is to conserve and preserve for the use of future generations certain relatively unspoiled and undeveloped beaches, dunes, and other natural features within Suffolk County New York which possess high values to the Nation as examples of unspoiled areas of great natural beauty in close proximity to large concentrations of urban population. The Gettysburg National Military Park's mission is to preserve and protect the resources associated with the Battle of Gettysburg and the Soldier's National Cemetery and to provide an understanding of the events that occurred there within the context of American History. The Steamtown National Historic Site's mission is to preserve the history of the steam railroading in America, especially from 1859 to 1950.

While the individual sites serve a specific purpose, the mission statements also reveal a shared endeavor of preserving the National Park Service's assets in whatever form they happen to be. As described by the National Park Service's Chief of Labor and Employee Relations, while the parks have all been established for different purposes they were all established under the "general umbrella" that they are special places to be enjoyed by the public and preserved.

D. The Northeast Region's Services, Functions and Working Conditions

(i) Differing Working Conditions

As noted, the resources and attractions offered by the Northeast Region's parks and other sites vary widely. Their offerings range from wilderness land, to historical monuments, railroads and commemorative battlefields. For example, the Independence National Historical Park, which is located in urban Philadelphia, Pennsylvania includes such historical landmarks as the Independence Hall, the Liberty Bell, Ben Franklin's museum and home and an accredited museum. In contrast, the New River Gorge National River in West Virginia boasts natural resources such as Class 3, 4 and 5 whitewater, more than 2000 named climbing routes, biking trails and birding, while another natural resources area, Shenandoah National Park, is

approximately 200,000 acres and offers rental cabins and lodging facilities, a 105 mile scenic byway across the Blue Ridge Mountains, an aviary, an emergency communications center and protection to an endangered species, the Shenandoah Salamander. And different still, the Steamtown National Historic Site, located in Scranton, Pennsylvania is in an industrial setting with an operating rail yard running passenger service, two museums and a locomotive repair shop.

The various parks also enjoy different levels of visitors, busy seasons and weather conditions depending on their particular attractions and locations. In turn, the parks' operating schedules, uniforms and weather policies vary to fit these conditions and as such they are set by Superintendents. For example, apart from the Northeast Regional Office (NRO) and other employees who do not routinely interface with the public, most of the employees at issue wear uniforms. These uniforms are largely similar but can vary depending on the needs of the particular location and seasonal conditions. The National Park Service has a uniform manual referred to as "RM 43." The uniforms are issued through a service-wide uniform vendor and apart from some unique circumstances, it is not possible to re-design the existing uniform options. As a result there is a standard appearance to the uniforms across the National Park Service. National Park Service employees are given an allowance for uniform purchases, the amount of which is determined at the national level. It is the Superintendents, however, who set their park's uniform policy. For example the Superintendent of the Independence National Historical Park issued a policy which limits her employees' acceptable uniform choices to certain items available on the National Park Service's uniform website. In contrast, Gateway National Recreation Area does not have its own uniform policy, relying instead on national policy. Some parks such as Independence require their employees to hold a park-issued ID card in addition to wearing their Department of the Interior badge. The individual park policies concerning uniforms are just one example of employees being subject to policies and standard operating procedures specific to their own park. There are park specific policies covering things such as snow removal, bereavement leave, housing etc.

The schedules, the work performed, the geography and the weather conditions can also vary widely even within the same park. For example, some of the larger outdoor parks may be open twenty-four hours a day, 365 days a year but they may also contain visitor centers which are only open from 9:00 am to 5:00 pm and which are not open on holidays or during certain off-peak times of year.

The attractions or specialties offered within a single park can vary as well. For example, while the Shenandoah National Park offers natural resources and

outdoor recreational activities it also provides cultural resources such as historical tours of President Hoover's summer retreat. In another example, the Gateway National Recreation Area actually reaches across two states and includes forts dating back to the Civil War, New York City's first municipal airport, a wildlife refuge and beaches with water-based recreation. In keeping with these needs it employs both cultural and natural resource staff. Consequently, it is not uncommon for there to be rangers and other bargaining unit employees with different specialties within the same park.

Many of the parks also enjoy relationships with partners outside of the National Park Service and the Northeast Region. These partnerships include volunteers, fund raisers and tenant organizations. For example, New River Gorge is partnered with the Boys Scouts of America as they have a national jamboree site adjacent to the park. Creating this arrangement involved a contract written at the park level but which was reviewed at the Northeast Region solicitor's office in Boston. The Shenandoah National Park, which includes 101 miles of the Appalachian Trail, has partnered with the Potomac Appalachian Trail Club to maintain it in addition to using a concessionaire, the Delaware North Company to operate all of its lodges, dining facilities, souvenir shops and sales outlets. These partnerships can impact working conditions. For example, the number of hours performed by volunteers can impact the employees' hours of work, thereby creating potential bargaining obligations. In some cases these partnerships carry contracts such as the one which Shenandoah has with the Delaware North Company which operates its lodges, restaurants and gift shops.

Another unique feature at some of the parks is that privately held lands exist within their proclamation boundaries. For example, the National Park Service owns only a little more than one third of the land at the Gauley River National Recreation Area. The parks which have private "in-holders" within their boundaries are subject to additional partnering with the outside community and in some cases this requires employees to have special training concerning, for example, jurisdictional issues.

Some of the parks, such as the Shenandoah National Park and the Gateway National Recreation Area have on-site housing. These residences are overseen by the individual parks and it is the Superintendents who set their rules.

Another way in which the parks differ is ID cards. Although the Department of the Interior's employees are issued the standard government ID card which is used for access to buildings and computers, at least one park, Independence issued its own ID card as well. This card

also serves as key to many of the buildings as opposed to the Department of the Interior issued card. The system at Independence does pre-date the establishment of the Agency-wide card system.

(ii) Shared Working Conditions

While the varying offerings and geography of the parks creates differences in the employees' working conditions, there are commonalities as well. For example, the days of operation for the parks are similar in that many of them are open weekends and on federal holidays even though the schedule is set by the individual Superintendents.

In regard to personnel policies and practices, the payroll for every employee of the National Park Service is processed by the Department of the Interior's payroll processing center in Denver, Colorado. All electronic personnel files and personnel related processing (SF 50s etc.) are handled through a centralized office as well. The National Park Service also has both a Thrift Savings plan and health insurance plans which are offered to its employees across the Northeast Region. Employees having benefit questions contact the SHRO which services their park.

The employees across the Northeast Region are likewise covered by many of the same national-level policies, including EEO, Student Loan Repayment, and Merit Promotion to which the individual Superintendents must comply. All National Park Employees go through a security clearance upon being hired and are issued a standardized federal identification card in order to access the Agency's computer system. The National Park Service also requires the employees to undergo standardized training in connection with safe job practices as part of a park-wide initiative called "Operational Leadership." Some of the parks at their own discretion also offer safety training specific to the conditions within the park itself. The National Park Service also has an Emergency Incident Command Center (EICC), which is the reporting system and clearing house for all park emergencies. Simply, all parks are required to report emergencies to this center, which happens to be located at the Shenandoah National Park. Requests for emergency resources are screened through the EICC as well.

The Director of the National Park Service also periodically issues what are referred to as "Director's Orders" which apply to every park. There are currently sixty such orders which cover a broad range of management policies. For example, there is a Director's Order covering the application of medical standards to Law Enforcement Officers across the Agency. The Superintendents cannot refuse to abide by any of these Director's Orders.

The Northeast Regional Director has also begun Region-wide initiatives, such as creating a NER Employee Advisory Council (EAC) to look at diversity issues and what he described as Special Emphasis Programs. Through a memorandum which the Regional Director issued to all Northeast Region employees in March of 2014 via e-mail, he announced that they would be soliciting volunteers for EAC which would be an eighteen-month collateral duty in which the participants would meet on a monthly basis to craft recommendations concerning diversity, civility and inclusion. In support of a National Park Service initiative named "Call To Action," the Regional Director e-mailed all of the employees across the Region about his support and included a link to the NER 2013 Call To Action Report. The Regional Director sent the e-mail shortly after assuming his position and noted among other things that "I want to assure you that we will continue to strengthen and build an organizational culture that is employee-centric, supportive and inclusive."

In regard to electronic communications, the Northeast Region has an "All Northeast Region Employee" e-mail list and a Northeast Region SharePoint site. The Region also has a web-site named "InsideNER." This is an offshoot of the National Park Service's intranet site named "InsideNPS" which appears when an employee opens up the web browser. Its web-site also includes a feature named the "Monday Mashup" which reports on items such as schedules, employee opportunities, employee news, Kudos, Centennial news as well as Regional initiatives. The individual parks contribute to the newsletters and it is accessible by the employees across the entire Northeast Region. Some parks, such as Gateway, also have their own internet and intranet sites. The web-site designs follow a template but the parks determine the content. In regard to an intranet site while it is tailored for the particular park's employees, any National Park Employee with access to the Agency's network can access it.

The Northeast Region has a Regional IT Division which, organizationally, falls under Administration. It is the individual Superintendents who decide whether to have their own IT Specialist and as such not every park has one. The IT Division assists the individual parks with IT matters such as getting the network up and running

and maintaining it. Although the parks use the same basic IT systems, they can use different software and technologies. The e-mail system used across the Northeast Region is called Bison Connect.

E. The Employees

(i) The Positions and Work Performed by the Employees

The positions held by the employees at issue contain both striking similarities and differences. A common job title across the parks is that of "025 Park Ranger." At Independence for example, even its Superintendent is a park ranger. The National Park Service has a basic template or benchmark position description which can be used by the parks as a starting point to create positions.

The parks can modify the Park Ranger position description to fit its needs, and classification specialists are available to assist with assigning the appropriate series and grade levels. The regional-level HR staff also provides guidance and assistance with advertising for and hiring candidates even though the Superintendents determine the areas of consideration and make the final hiring decisions. Likewise, the competitive area for promotional opportunities is determined by the Superintendent.

Many of the employees at issue work as Interpretive Park Rangers. Interpretive planning is described as translating the physical evidence of history into stories or showcasing the significance of particular locations. For example these rangers use stories to explain the significance of the parks and historic sites. The parks set their own interpretive programming and it cannot be overridden by another park or the NRO. In general, the Interpretive Park Rangers present programs and lead interpretive or educational tours concerning points of interest. Interpretive Park Rangers go through an Agency-wide training program which is managed by the Eppley Institute and are trained to interpret any subject. There are different levels of training which the interpretive rangers can advance through. Although Interpretive Park Rangers have particular specialties they all come under the same general position description. At Independence, for example, the Interpretive Park Rangers do all manner of interpretation from performing services at the visitor center to conducting individualized tours for dignitaries, to conducting research and program writing, to addressing large groups. Their grade levels fall between GS-7 and GS-9.

Other common job titles in the Northeast Region are "4749 Maintenance Worker" and "4749 Maintenance Mechanic" which are Wage Grade positions ranging from a WG-5 to a WG-11 and "0090 Park Guide" which is a General Schedule position ranging from a GS-4 to a

GS-5. Similar to the Interpretive Park Ranger job title, employees working under these position descriptions have an array of specialties. While their position descriptions can be modified to reflect this it is done within their respective job series.

Many of the individual parks also have unique or unusual positions which were created to serve their particular needs. For example, the Independence National Historical Park employs woodcrafters, an electronics mechanic, a public affairs assistant, an architect and an archeologist. New River Gorge National River, which offers whitewater rafting, has river rangers who are trip leaders certified in West Virginia. The Shenandoah National Park employs Maintenance and Facilities staff who operate four wastewater treatment plants and seventeen public water systems, along with Biological Science Technicians who monitor endangered species of plants. The Steamtown National Historic Site has a Trainmaster, an Engineering Equipment Operator and what are termed "Hours of Service Employees" who operate the railroad and who are subject to drug and alcohol testing and scheduling limitations.

Many of the different positions across the parks are likewise subject to outside certification requirements. For example, the Steamtown National Historic Site has railroad employees who adhere to standards set by the Federal Railroad Administration and the Northeast Rules Advisory Committee. In another example, unlike most of the other parks in the Northeast Region, the Gateway National Recreation Area has a fire department. The department is staffed by bargaining unit employees who occupy other positions but who respond to fires as a collateral duty and who are certified through a Fire Management Training Center in Monmouth County New Jersey. Employees seeking to acquire skills on their own have access to courses through the Department of the Interior's "Learn Site."

While the parks in many cases have employees working in unique positions with differing critical elements, every National Park Service employee's performance is appraised using a standard form from the Department of the Interior. A few years ago the National Park Service decided to change from a pass-fail performance system to a five-level system. This change was negotiated at the local level within the Northeast Region. To that end the Northeast Region, through the use of contractors, has endeavored to provide the parks with training in this area.

(ii) The Level of Employee Interchange Across the Northeast Region

In addition to the employees being connected through a shared internet site and e-mail system the parks

occasionally, albeit infrequently, share employees. For example, parks have loaned or borrowed Law Enforcement Rangers in connection with certain events such as the Fourth of July. Likewise, the employees have the opportunity to enjoy details and training assignments away from their home park. In other instances parks arrange to use the services of specialists from other parks, such as masons, or have brought in subject matter experts to do training. Such arrangements for some of the parks are limited and infrequent due to the location of the park in relation to other parks. For example, New River Gorge's closest neighbor within the Northeast Region is approximately 150 miles away and Gateway and Saratoga are 330 miles away from each other.

The parks and sites sometimes work together in response to emergencies such as extreme weather situations. The employees do so through what the National Park Service refers to as Incident Response Teams. These teams are created based on the expertise needed which can include a number of disciplines such as maintenance, acquisitions and finance. While the particular park experiencing the emergency remains under the supervision of its Superintendent the Incident Response Team is overseen by the Incident Commander. The Northeast Regional Director works with these teams as well. For example, in the aftermath of Hurricane Sandy the Regional Director was responsible for determining whether to rebuild or repair permanent housing sites at some of the parks which experienced damage. Maintenance employees from Independence traveled to Gateway to assist with the aftermath of that storm as well. The Incident Response Team concept is national level program as opposed to one created by the Northeast Region and it has used teams from other regions.

The Northeast Region also has a Regional Special Events Team, consisting of law enforcement personnel who work on special events such as historical anniversaries and celebrations.⁶ In another example, the Saratoga National Historical Park has hosted an Arborist from another park in addition to Inventory and Management Resources people from Shenandoah twice a year. Saratoga has also hosted fire coordination people from the Region and from Cape Cod to assist with "controlled burns." Various maintenance and preservation employees from Saratoga and the Martin Van Buren National Historic Site have also assisted each other with historic painting and preservation

projects. Saratoga has also been loaned Interpretive Rangers from the Morristown National Historical Park to assist with its "18th Century Day." Saratoga also loaned an employee with a pesticides license to assist the Fort Stanwix National Monument with new plantings. The Public Affairs Assistant at Independence who serves as his park's social media coordinator has consulted with social media coordinators and public affairs division employees at other parks without having to get management approval. He has also consulted with the Special Park Use Coordinator at Fire Island concerning special event permits, which are standardized forms used across the National Park Service. In another example, an Electrician Technician at Independence was loaned to Gateway to work on their communications equipment and an Electrician from Gettysburg went to Independence to assist with events such as Independence Day during which the park needs more electrical power. And in one last example, woodcrafters and the electronics mechanic from Independence have done work at the NRO. At the national level the Park Service has a program in which volunteers are detailed to assist with fighting forest fires and an Honor Guard in which its members attend funerals.

There have also been occasions on which one park has borrowed equipment from another. For example, the Gateway National Recreation Area once borrowed a lift from the Statue of Liberty National Monument as it did not have one high enough to reach a bird's nest that needed to be relocated.

F. The Management and Chain of Command Over the Northeast Region

(i) The Regional Level

The Northeast Region is headed by a Regional Director who works in the Regional Office located in Philadelphia, Pennsylvania. The Northeast Regional Office is referred to as the NRO. The Director's Office includes, among other positions, a Deputy Regional Director – Chief of Staff, a Deputy Regional Director of Park Operations, and a Comptroller. The Deputy Regional Director of Park Operations oversees the Southern Tier Superintendents and three divisions which include: Interpretation, Education & Partnership Development; Ranger Services & Safety; and Business Services (Concessions, Lands, Fees, Leasing). Each of these is overseen by a Division Chief. The Deputy Regional Director – Chief of Staff oversees the Northern Tier Superintendents and three divisions including: Resource Stewardship; Planning, Facilities & Conservation Assistance; and Administration. These areas are further sub-divided and there are various Associate Regional Directors, and Directors along with

⁶Law enforcement personnel are not, however in all of the AFGE locals at issue. For example, guards are excluded from the AFGE bargaining unit at Independence but there are Park Rangers (Protection) in the AFGE bargaining unit at the Cape Cod National Seashore.

additional Division Chiefs, Branch Chiefs and Program Managers and Supervisors.

The various parks and sites in the Northeast Region are grouped into what it refers to as “Sub-Clusters” and “Clusters.” Each Sub-Cluster includes five to seven parks based in large part on their geographic location. For example, there is a New England Sub-Cluster which includes parks in the greater Boston, Massachusetts area and a Delaware Valley Sub-Cluster which includes locations in Eastern Pennsylvania. The composition of the Sub-Clusters was decided by a former Regional Director. The member parks within their respective sub-clusters are represented by their Superintendents or Deputy Superintendents. The members meet either in person or telephonically to discuss various issues and to share information. For example, the Virginia Sub-Cluster members share information concerning the issue related to the Virginia State highway department as it impacts of the parks. There are Sub-Clusters which have done resource sharing agreements and project management agreements. For example, a park which cannot afford its own IT Specialist could enter into an agreement to trade services. The Sub-Clusters determine their own meeting schedule, with some getting together at least three times a year. Regional-level personnel sometimes attend these meetings telephonically by invitation. Each Sub-Cluster has a Lead Superintendent. While there is a Lead, the Sub-Clusters do not have a line of authority and serve only in an advisory capacity.

The Sub-Clusters are grouped into two larger Clusters: Chesapeake (the parks below New York which are part of the Southern Tier) and New England (the parks above New York which are part of the Northern Tier). The New York Harbor sites together also form a Sub-Cluster but rather than being part of the Northern or Southern Tier Clusters which report to one of the Deputy Regional Directors they report to the Commissioner for the National Park of New York Harbor. Similar to the Deputy Regional Directors, the Commissioner reports directly to the Regional Director. The Superintendents of the New York Harbor sites report to the Commissioner and he meets with them approximately once a month. Similar to the Sub-Clusters, each Cluster has a Lead Superintendent. The Clusters do not meet as frequently as the Sub-Clusters.

On a monthly basis the Regional Director conducts a call with the Superintendents to discuss what is going on in the Region. It is at the Superintendent’s discretion as to whether to participate. The Region also has a Northeast Leadership Council (NELC) which is composed of the Sub-Cluster Lead Superintendents and the regional management. The NELC meets approximately three to four times a year to discuss

specific agenda items ranging from award ceilings to customer service issues which impact multiple parks.

At the time of hearing, the Northeast Region had recently implemented its Facility Management Software System (FMSS). FMSS is a database which keeps track of areas such as maintenance issues which occur at properties in the entire region. The FMSS staff is located in different parks in the Northeast Region, including parks in New York, Massachusetts and Virginia even though this function is largely funded through the NRO’s budget.⁷ In 2013, the Associate Regional Director, Planning Facilities & Conservation Assistance Directorate realigned certain FMSS team members working at Independence to the Northeast Region even though their duty stations remained unchanged.

The Northeast Region also oversees certain support programs many of which are not co-located within its Philadelphia or Boston offices. For example, it operates a Major Acquisition Buying Office (MABO) which handles purchases of more than \$3,000; Servicing Human Resources Offices (SHROs); a Youth Partnership Program; Fire Management staff and a VIP program covering volunteers. The individual parks, while encouraged to do so, are not required to participate in all of the support programs.

(ii) The Individual Park Level

The parks are managed by their individual Superintendents. To that end, the Superintendents are responsible for overseeing and managing all aspects of the park’s operations: including planning, budgeting, hiring, taking disciplinary actions, handling labor relation matters, managing the park’s relationships with its partners and overseeing all park functions in pursuit of its mission. For example, the Superintendents decide whether to charge fees to the public and the hours of operation and days on which particular attractions are open or closed. The Superintendent’s decisions in that regard are described in the “Superintendent’s Compendium of Designations, Closures, Permit Requirements and Other Restrictions Imposed Under Discretionary Authority.” The compendium sets forth the parks’ rules for the public. Each of the Superintendents is required to prepare this document annually. The Superintendents’ compendium must comport with the park regulations described in Title 36 of the Code of Federal Regulations.

⁷ Upon centralizing the FMSS budget under the Northeast Region, the parties discussed moving the staff into the bargaining unit represented by AFGE Local 2058 at the NRO. Ultimately the parties agreed to leave the FMSS employees in their existing units, as their physical separation from Philadelphia would have created representation issues.

The park's management at each location is responsible for developing its interpretive plan. For example, in 2007 the Independence National Historical Park published its long range interpretive plan which describes its interpretive programming and planning for telling the park's story. The Superintendent at another park does not have the authority to override this plan. The plan specifically states that "The National Park Service has a unified planning approach for Interpretation and Education." According to its Superintendent, the parks do not follow a formula but rather, this is a reference to guidelines or best practices covering items such as safety and methods of delivering education which should be taken into account when creating a plan. Also included in the plan is the Northeast Region's interpretation and education strategy of "connecting people to parks" and the park's eight goals, one of which is to "Collaborate with Others: Each park connects the National Park System and seeks opportunities to link themes and build relationships with parks and partners locally, nationally and globally." The parks are also responsible for having a General Management Plan and Environmental Impact Statement concerning visitor services and natural and cultural resources protection. These plans are extremely comprehensive and are not done annually as they require additional funding. Although the plan is created by the Superintendent and his or her team, it follows a general framework and is subject to review by the Northeast Regional Director. The team may include staff from the NRO. The parks are also responsible for having a Foundation Plan which describes the park's significance and items at the park which remain largely consistent from year to year such as its authorizing legislation.

The Superintendents also have discretion concerning park policies covering subjects such as safety, leave, wildlife, uniforms, and weather and do not seek Regional-level permission before exercising this authority. For example, in Shenandoah the Superintendent issued park directives covering training and certification for chain saw use, for operating all-terrain vehicles, and for taking an excused absence to attend a funeral. These directives are specific to Shenandoah and were issued without securing permission from the NRO.

Also, while the parks are subject to Department of the Interior policies concerning subjects such as employee awards, the Superintendents can supplement them with Park Directives. In some instances the parks are required to have certain policies. For example, pursuant to a Director's Order from the Director of the National Park Service requiring parks with potential structural fire issues to have a policy, the Gateway National Recreation Area created one. In another example, the parks are required to annually notify employees about their right to union representation under Section 7114(a) of the

Federal Service Labor-Management Relations Statute. The parks are also required to report all injuries to Washington through the Safety Management Information System data base.

Depending on the size of the parks, their management staff positions are very similar. For example, the medium to larger parks consistently have an Administrative Officer, various Division Chiefs such as a Chief of Interpretation and a Chief of Maintenance and various supervisors. However, the parks can also be organized differently with respect to how different positions or specialties are grouped together.

In regard to labor relations, the various Superintendents deal directly with the particular AFGE local which represents the bargaining unit employees at their site. In some parks the parties enjoy regularly scheduled labor-management meetings. While the Northeast Region's labor relations staff is available for consultation and guidance, the individual parks have been given the authority to decide grievances and to negotiate and approve local memorandums of agreement negotiated with the particular local. Likewise, the Superintendents are not required to seek permission from the NRO to change working conditions which need to be bargained with the Union.

The Superintendents are, however, subject to the Department of the Interior's "Department Manual." This manual covers a range of Agency regulations including human resources, labor relations, staffing and classifications. As will be discussed further below, the manual describes what management representative should be assigned to handle certain types of actions including negotiations. For example, if a Superintendent wanted to negotiate an agreement without the Northeast Region's involvement, he or she would not be following the department manual and it is likely that the National Park Service's Washington office would intervene.

G. Park Budgeting and Funding

The budget for the Northeast Region is overseen by its Regional Comptroller who reports to the Regional Director. In regard to creating the budget, the National Park Service's budget office annually provides the NRO with a projected budget allocation based on that of the prior fiscal year. Within this budget are specific allocations for the individual parks. In addition to the prior year's budget, the Regional Comptroller also sends a data call to all of the parks concerning their upcoming needs and requests. The data call goes through the National Park Service's Operation Formulation System (OF) data base and the parks follow the same framework to report back the data. The Regional Comptroller then

uses this data to draft a budget proposal which is submitted to the Budget Office at headquarters in Washington, D.C. The Department of the Interior submits the final budget to OMB.

The individual parks are subject to the NRO data calls even though they have their own budgets. For example, the Regional Comptroller has previously asked the Superintendents to identify operating increases. Upon receipt the Superintendents worked with the other Superintendents in their respective Sub-Cluster. The member Superintendents determined a priority list for their Sub-Cluster and their Lead Superintendents then consulted with their respective Cluster Leads to identify the priorities for the cluster as a whole. These priority lists were submitted to the NRO budget and finance office which created a list for the Northeast Region that was submitted to the Regional Director for approval. The final list was part of the budget request to the Washington Budget Office.

More recently the National Park Service has relied on a project-based approach to secure increased funding as opposed to requesting general base increases. For example, the Steamtown National Historic Site's FY 2014 budget included approximately \$1.5 million in project money to accomplish work such as diesel locomotive repair, painting and repairs to its passenger depot. This approach involves requesting funds for specific projects such as those associated with the National Park Service's upcoming Centennial. These projects can be Northeast Region-wide or limited to an individual site, and the money does not become a permanent part of the base budget. In many cases the individual parks work with the Northeast Region to develop ideas for these projects and to create a budget request. These requests are subject to the Regional Director's approval and are evaluated by a Fund Manager and various experts sourced from the parks. Some parks have, however, taken their funding requests directly to the headquarters level in Washington, D.C. In regard to the administration of project funding, the Regional Comptroller's staff monitors and works with the parks to ensure that commitments are recorded, and that the funds are properly allocated.

Before the resulting appropriations reach the individual parks, they go through the Northeast Region. The Region then distributes the monies to the parks through its financial system. The parks then transfer their monies to their cost centers (e.g. maintenance, administration, cultural resources, etc.) The Superintendents have the authority to move monies between the cost centers. With respect to fixed costs including IT licenses and unemployment compensation, however, the Agency's Budget Office assesses these costs and the money is withheld and not delivered to the parks.

The NRO and the parks are required to use a common system called the Financial Business Management System (FBMS). There is also an internal documentation system called the Administrative Financial System (AFS4) which parks may use at their discretion.

The individual park budgets range from \$24.5 Million at the Gateway National Recreation Area to \$74,000 at the Bluestone National Scenic River. In addition to their appropriation funds, some of the parks have additional revenue streams. For example, some of the parks have partnered with outside fundraisers, while others earned revenue through recreational fees, leasing agreements, lodging and the sale of souvenirs and other concessions. Gateway, for example, secured an additional \$20 million in funding. In another example the Shenandoah National Park, which offers overnight campgrounds, charges both an entrance and a camping fee. Entrance and Recreational fees are charged through the Federal Lands Recreational Enhancement Act which allows the parks to keep 80% of the fees collected to support its operations. The remaining 20% goes to Washington Office and is redistributed to other parks. The use of these non-appropriated funds is decided by the park itself, provided that the funds are used to support visitor services. It would, for example, be illegal to use this money to fund employee awards. These non-appropriated funds also stay within the park as opposed to being re-distributed to other parks.

Regardless of the budget's size, each park's Superintendent has the authority to develop and administer it. According to the Regional Comptroller, most of the parks use the Administrative Financial System to program their budgets based on their mission and the work which needs to be done. With respect to the administration of its budget, each park has an Administrative Officer and/or a Budget Analyst who assists with allocating the monies and monitoring how they are spent. On occasions when a particular park has been without its own budget analyst, the NRO has someone from its office serve as a consultant to the Superintendent. The parks report the status of their funds to the Regional Office on a regular basis but do not usually consult the Region about the budget once the money has been allocated to them. The individual parks use the same financial management system that is used at the NRO and they do not have the discretion to use a different system.

Although the individual park budgets are funneled through the Northeast Region, the NRO does not generally question their spending decisions. The parks are, however, subject to constraints, including the underlying legislation that created them, the appropriation set by Congress, and by certain other guidelines at the Agency and Regional levels. Some of

these constraints concern the laws governing appropriations which apply to all government agencies in general, (e.g. it is illegal to provide bottled water where potable water is available) while others are set at the Regional level. For example, while each park or site decides its own staffing requirements, there is a Full-Time Equivalent (FTE) ceiling which it must work within. Each FTE is equivalent to 2,080 hours of work. The Northeast Region distributes lump sum funding to the parks based on the prior fiscal year's FTE usage and ceilings, and dictates the number of FTEs which each park is allowed. The park Superintendents, however, determine how to distribute those hours within the FTE ceiling. There are separate ceilings for permanent employees and seasonal employees. During the government shutdown in the fall of 2013, the Superintendents decided for themselves which staff members would be deemed essential.

Similarly, the Northeast Region has set a ceiling on the dollar amount of the total awards available at each site because the National Park Service set a dollar limit for each region. While each park is free to allocate award money as it chooses, they are all subject to a set dollar amount to work within as set by the Northeast Region. The Northeast Region determined each park's award budget based on its number of FTEs. The National Park Service has also set a cap on how much money can be awarded to an individual employee.

Although the parks administer their own budgets, the Regional Comptroller's office performs periodic reviews of certain types of expenditures to ensure compliance with appropriation laws. For example, it is illegal to charge a current year expense to a prior fiscal year and the Regional Comptroller will periodically run a list of transactions to determine whether this has occurred. The NRO, however, does not regularly review a park's budget in its entirety as each park has its own staff members who in many cases have the same title and pay grade as the NRO's staff.

In regard to the administration of travel, the National Park Service uses the Concur travel management service. While vouchers are handled at the park level, the NRO maintains a Travel Help Desk. Specifically, a staff member in the Regional Comptroller's office has been designated as a point of contact for the parks in connection with travel voucher issues and federal travel regulations. This office also performs spot checks to audit the appropriateness of the travelers' claimed expenses. With respect to travel funding, the Northeast Region only distributes money to the parks for "base" travel ahead of time and withholds the funding for "project" travel. Project travel money is kept in a Regional Reserve and requests for funding are made to the Regional Comptroller's office. According to

the Regional Comptroller, her office closely monitors how the parks use money in connection with FTEs, awards and travel as the Region is subject to the ceilings set by the National Park Service.

The Northeast Region also administers what it refers to as reimbursable agreements which exist throughout the Region. For example, the Northeast Region provides services to the Environmental Protection Agency (EPA) for which it is reimbursed by the EPA. While the individual park is involved in providing these services, the agreements are drafted and monitored by the NRO. The monies paid go back to the individual park's reimbursable account.

The Northeast Region's government charge cards are managed by the Budget, Finance and Accountability office at the NRO as well. The parks all use the same credit card company and the Regional Comptroller oversees the portfolio and determines the numbers of purchase card holders each park may have, as the Northeast Region has a ceiling on the number of cardholders it can have. The Superintendents have the authority to determine who at their park will be a purchase charge card holder but must stay within the number of cardholders allocated to them by the Northeast Region. The dollar limits set for cardholders are determined by the acquisition community as opposed to the Superintendents. The NRO assists the parks in preparing charge card requests because they are submitted to the provider through the NRO. The NRO also ensures that the applicants complete the charge card training course offered by the Department of the Interior. The NRO also requires the parks to review one third of the cardholder's accounts annually. The parks' audits are also spot-checked by the Regional Comptroller's office. Should an audit or card activity reveal waste, fraud or abuse, the Budget Office refers the matter to the park's Superintendent. In circumstances where a disciplinary action could result, the Regional Comptroller refers the matter to the NRO's labor relations office to interact with the park's management and the employee. The Regional Comptroller notifies the Regional Director of these cases as well.

At the time of hearing, the Regional Comptroller recently entertained the idea of re-establishing a "convenience check" system which is a feature offered by the credit card company. The Northeast Region formed a committee of Administrative Officers from the various parks to investigate the idea and even though several parks asked that it be reinstated, the NRO exercised its authority to reject the idea.

In another example of an Agency-wide program the National Park Service has previously looked at the impact of offering retirements through Volunteer Early

Retirement Authority (VERA) and Volunteer Separation Incentive Payments (VSIP) or VERA/VSIP. In the Northeast Region, the Regional Comptroller issued a data call to the parks to determine the feasibility of eliminating and restricting positions within each park's organization. The NRO assisted the parks in this process, but individual parks were not required to participate in the program by offering VERA/VSIP. In pursuing this initiative, the Regional Comptroller's office consulted with the Region's labor relations staff.

In the event of an emergency such as Hurricane Sandy, requests for emergency funding to Washington are made at the Regional level after the individual parks are consulted to assess their needs. The Northeast Region also maintains what it refers to as a Contingency Fund which is used for emergencies and other projects. On an annual basis, the Region assesses each park one quarter of one percent of their enacted figure for funding. This usually results in funding of about \$1 million dollars. If a park seeks money from this fund in the event of an emergency, the park uses the Region's emergency guidance posted which is available on the SharePoint site. The parks access a template form on the site which is connected with the Project Management Information System (PMIS). The PMIS is used by all parks.

The Northeast Region also has the ability to reallocate project money from one park to another. For example, if funding was established for a project at a particular park but a need arose at another park, the Region could move funds from the project budget to assist the park in need. In regard to establishing funding for a special project, the parks submit requests to the Regional Comptroller.

In the event a particular park finds itself with a surplus of money, it notifies the Regional Comptroller's office. The Regional Comptroller then has the ability to withdraw the surplus and place it into what she refers to as a "bucket." These funds are then used either at other parks or for other projects. That said a Superintendent with a surplus has the authority to reallocate a surplus elsewhere within his or her own park provided it is within the same appropriation.

H. Labor and Management Relations

(i) The Northeast Regional Level

The Northeast Region Administration group has a Human Resources department. This department or function is divided into two components, Compliance and Staffing, each of which is headed by a Division Chief.⁸

⁸ The Division Chief for Compliance, Eileen White, identified herself as the Human Resource Officer even though she is described in the Northeast Region's organizational chart (JX 12) as the Division Chief.

The Compliance component oversees areas such as Workers Compensation, Equal Employment Opportunity, Labor and Employee Relations and Ethics. The Staffing component oversees areas such as Policy and Development, Development and Training and the various Servicing Human Resource Offices (SHROs). The SHROs are housed at four different locations located throughout the Region. The SHROs handle matters such as the paperwork connected with the administration of employee benefit plans, awards and other personnel actions in addition to handling the recruitment and hiring of new employees.

The Northeast Region's labor and employment matters are handled by its Labor and Employee Relations Branch. The Branch is headed by its Branch Chief and is staffed by six to seven specialists. They are each assigned specific parks to work with and serve as their primary point of contact. Likewise, certain specialists on the staff have also been designated as subject matter experts. For example, the specialist working in the Boston office covers ethics. While these specialists are available for consultation with the parks, the parks retain the authority to set their own policies covering labor relations issues within the law and Department of the Interior guidelines. In their role as advisors or consultants, the HR Specialists are available to advise the Superintendents and their management staff in connection with issues such as disciplinary actions, grievances, unfair labor practice (ULP) charges and the negotiation of agreements and settlements. While they serve as advisors, the regional HR Specialists do not have the authority to overrule a Superintendent's decisions. Likewise, the parks do not necessarily consult with an HR Specialist from the Region in every instance.⁹ For example, it is the parks and not the HR Specialists which train new management officials in connection with its CBA.¹⁰

There are, however, matters over which the Superintendents are expected to notify the Northeast Region. For example, in the case of disciplinary actions, the parks are required to consult with the Region in connection matters as simple as a letter of reprimand. Likewise, should a grievance advance to arbitration, the parks are to notify the Region's Labor and Employee Relations Branch which will assign an HR Specialist to serve as the designated representative at hearing. The Labor and Employee Relations Branch is also routinely involved with reviewing ULP charges and it often serves as the management representative both

⁹ Similarly, the Superintendent's decisions in this regard are not subject to the approval of Superintendents at other parks.

¹⁰ The Northeast Region has, however, provided general labor management relations training. For example, the Region arranged to have the Federal Mediation and Conciliation Service provide training on Partnership under the Executive Order.

at the initial charge and at the complaint stage. Although a staff member at the Regional level serves as the representative in a ULP charge, the Superintendent retains authority over settlements and whether to advance to a hearing in the event of a Complaint case. There have been parks, such as Independence, which have decided to handle these matters completely on their own but this seems to be at odds with the expectations of the Northeast Region and the National Park Service given the practices which are in place concerning notification to the Regional office.

The Superintendents are also subject to agency-level guidance and policies such as the Department of the Interior's Table of Penalties and its Departmental Manual which covers various personnel matters. The Departmental Manual's originating office is the Office of Human Resources. This manual contains, for example a chapter covering discipline and adverse actions which sets forth the policy, procedures, authority and responsibility for administering employee discipline within the Department of the Interior. The manual also provides that supervisors and managers retain full authority, with certain exceptions, to set penalties as they deem appropriate. The Departmental Manual also has a chapter covering Labor-Management Relations. In regard to negotiations, the manual provides that:

Before starting negotiations for new or modified collective bargaining agreements subject to review by the Director, Office of Human Resources (OHR), the local labor relations office shall notify the appropriate bureau or office headquarters labor relations office, which shall in turn notify OHR, Workforce Management Division (OHR-Labor Relations) that contract negotiations are anticipated. The appointment of management's chief negotiator must be approved in advance of the start of negotiations by OHR-Labor Relations. Management's chief negotiator must consult and seek guidance from the Office of the Solicitor (SOL) and OHR-Labor Relations during the course of negotiations to ensure consistency with other collective bargaining agreements as well as feasibility and legality of proposals by either party.

In regard to the negotiation of the various CBAs at issue in the Northeast Region, the Labor and Employee Relations Branch has played an active role in this process with a representative from that office designated as the Chief Negotiator for most if not all of the existing CBAs. Although a representative served as the Chief Negotiator, the various Superintendents nevertheless retained approval authority. The Chief Negotiators largely serve the role of a facilitator and technical advisor regarding

issues such negotiability and other statutory requirements. The park's management representatives make the decisions with respect to operations matters. Likewise, although the Chief Negotiator reviews the proposals, they are initially drafted by the individual park's representative. Once a CBA has been negotiated it has to be reviewed by the Washington Office and by the Department of the Interior. Agency Head review lies with the Department of the Interior's Director but has been delegated to the Director of OHR.

As noted, the National Park Service has policies and Director Orders which apply to employees across the Agency regardless of which park they work in. As such, any new policies or Director's Orders or changes to the existing ones whose impact is more than *de minimis* have to be negotiated with the various exclusive representatives. As applied to the Northeast Region, the Agency must consequently provide each of the AFGE locals with notice and the opportunity to bargain. The former Chief of Labor and Employee Relations Branch testified that Department-wide changes which have to be negotiated are rare.

(ii) The National Park Service Level

At the agency level, the National Park Service has a Chief of Labor and Employee Relations in Washington, D.C. (the Chief). Similar to the advisory role filled by the Region's labor relations staff, he is available to advise the seven NPS Regional offices and the individual parks. For example, the Chief interprets Office of Personnel Management (OPM) and Department of the Interior policies and advises NPS accordingly. The regional-level labor relations employees do not report to him and as such, he does not directly assign them work. The Chief also does not have a line of authority over the parks and they are not bound to his guidance. The Washington Office has also advised the regions in connection with arbitrations and has on occasion served as the management representative at arbitration hearings at request of a park Superintendent.

The Washington Office requires the Regions to notify it of any negotiations heading to impasse and the Federal Service Impasses Panel. Although the Washington Office will consult with the Regions and the Superintendents in an effort to reach consensus about how to proceed, the final decisions are made by the Superintendents. Similarly, the Washington Office has the Regions notify it of ULP charges filed with the FLRA. The Washington Office consults with the Region and/or the individual park which is involved.

In addition to serving in an advisory capacity, the Chief also sits on the National Park Service's Human Resources Council. This Council includes the Chief of Human Resources for the National Park Service, other representatives from the national office, the head of the Agency's Human Resources Operations Center (HROC) in Denver, Colorado and the Regions' Human Resources Officers. The HROC reviews items such as new position descriptions which are created at the park level.

The Chief's office has, when required, assisted Regions with contract negotiations. Although the particular Superintendents have the final say, many things such as the composition of management's bargaining team and its proposals are reached by consensus with the help of Human Resources staff. The Chief's office is also responsible for reviewing CBAs as they are negotiated throughout the park system and submitted to the Department of the Interior for Agency Head review.

(iii) The Potential Impact of a Consolidated Union on Labor Relations

At the hearing, the Chief testified that the parks benefit from having separate collective bargaining agreements as each park is run independently. In his view, a region-wide CBA would be challenging to the management of the parks because each park or site has aspects to it which are distinct from the other parks and there is no central management structure. Testimony by park-level witnesses during the hearing revealed similar concerns such as being subject to conflicting past practices or differing interpretations of a consolidated unit CBA by other parks.

In regard to the negotiation of a CBA for a consolidated unit, the Chief believes that it would be challenging as the various Superintendents make their decisions internally rather than collectively. In his experience, the process is easier with a single decision maker. In the event of a dispute between two Superintendents, the Chief speculated that the Northeast Regional Director could potentially act as a tiebreaker but noted that he isn't aware of any situations in which this has been done. In contrast, the Northeast Regional-level HR Specialists do not believe that this type of arrangement could be achieved. Park-level management sees difficulties stemming from the fact that in their views working conditions across the Northeast Region are so different and because there are practices which one Superintendent might countenance another might not. Examples of such practices include using rotational versus fixed posts, official time and variations on how employee tardiness is treated.

The process of negotiating a CBA for a consolidated unit in the Northeast Region would involve assigning a Chief Negotiator from the Region's Labor and Employees Relations Branch. Although he or she would be the chief, he or she would likely not have the authority to dictate who across the parks would be on the bargaining team. These negotiations could involve travel costs and questions about who would be responsible for paying these expenses for the Union.

With respect to the subsequent administration of the resulting CBA, the Northeast Region's Human Resources Officer believes that a consolidated unit would result in more issues (supplemental agreements, grievances, MOUs, etc.) having to go through the Labor and Employee Relations Branch.¹¹ Further the HRO believes that securing agreements between all thirty-four Superintendents would be overwhelming as they operate so autonomously and have separate budgets which could be negatively impacted in connection with the negotiation of certain issues. In her opinion, the Region does not currently have enough staff to handle this additional work. In contrast, the former Labor and Employee Relations Branch Chief, who returned to work as a retired annuitant, testified that the impact of a consolidated unit on the HR Specialists would be minimal at best as their role would continue to be that of providing advice and guidance. Also, according to him the HR Specialists are not expected to be experts in every single CBA in their region as they are able to rely on a park's management staff for that.

In terms of the impact of a consolidated unit on the Northeast Region's Human Resources budget, the Human Resources Officer testified that she didn't expect it to be substantial. The Former Branch Chief testified that as the administration of the CBA is handled by local park management, he didn't expect that the HR Specialists would be traveling more than they currently do but that there could be travel costs in connection with travel for the Union's representatives.

¹¹ For example, the grievance article for the CBA between AFGE Local 3432 and the Northeast Region covering the consolidated New York and New Jersey unit identifies two types of grievances. Grievances arising from the violation of the Agreement are filed directly with the Northeast Region while other grievances are filed with local management.

I. Existing Consolidated Units in the National Park Service.

The Northeast Region currently has two AFGE consolidated units. Specifically AFGE Local 3432 represents a bargaining unit which includes approximately twenty-seven different locations in New York and New Jersey including approximately seventeen parks which have their own Superintendents. This unit was originally certified on May 1, 1974, in Case No. 30-5118 (RO). Similarly, AFGE Local 407 represents a unit which includes multiple locations in Virginia (and one in Maryland) which are also overseen by more than one Superintendent.¹²

In regard to the New York and New Jersey bargaining unit, the negotiation of the current 2005 CBA took approximately six to seven years.¹³ In addition to a representative from the Northeast Region, management's negotiation team included a single Superintendent. In regard to the administration of the CBA, the President of AFGE Local 3432 is currently employed by the Saratoga National Historical Park in upstate New York. The local also has an executive board and various stewards located throughout the different parks and sites. There are upwards of fifteen Superintendents managing bargaining unit employees at upwards of twenty-six locations. The parks operate in both rural and urban settings (e.g. Saratoga Springs, Manhattan etc.) and have an array of designations (e.g. recreational areas, historic sites, national monuments, wildlife refuges, etc.) budgets, visitation levels and number of employees.

When the Human Resources Officer was asked to compare the administration of the two current multi-Superintendent agreements which currently exist in the Northeast Region to the single Superintendent agreements she was unable to do so. She was likewise unable to identify any problems which have arisen out of

¹² The 2004 CBA negotiated by AFGE Local 3024 covering the Allegheny Portage Railroad, Johnstown Flood National Memorial, Fort Necessity and Friendship Hill was signed by the Superintendents at the Allegheny Portage Railroad National Historic Site and the Fort Necessity National Battlefield in addition to the Chief of Administration for the Western Pennsylvania Parks. The National Parks of Western Pennsylvania is overseen by a single Superintendent. Testimony revealed that the negotiation of the CBA was limited to the AFGE National Representative for its 3rd District and representatives from the Northeast Region and the Chief of Administration over the four parks as opposed to these two Superintendents. The National Parks of Western Pennsylvania now also includes the Flight 93 National Memorial but at the time of the hearing it was not represented by AFGE.

¹³ Similarly, the Independence National Historical Park and AFGE Local 2028 recently completed approximately five years of negotiations in connection with a new CBA covering a single bargaining unit.

these arrangements. She testified instead that this was a question for the park managers and the Superintendents overseeing the parks in those units. The Gateway National Recreation Area is a park in the New York and New Jersey bargaining unit. According to its Deputy Superintendent, most of her communications with AFGE Local 3432's President are telephonic as they are stationed 300 miles away from each other. While the President is responsive, the Deputy Superintendent would prefer to have a president on site.¹⁴

The former Labor and Employee Relations Branch Chief testified that his experience with the consolidated unit covering the New York and New Jersey sites is that while issues concerning the CBA consistently arise at Gateway, the other parks which are covered by the CBA seem to ignore it as they were not as actively involved in negotiating it and they enjoy less contentious relationships. From the Union's perspective its Executive Board is comprised of representatives from several different parks. Most of their meetings are done telephonically. The President and the Executive Board are advised by a National Representative from AFGE. Pursuant to the CBA, Step 1 grievances are filed with park supervisor involved in the matter and the Step 1 deciding official is the park's Superintendent. If the grievance advances further, Local 3432's practice has been to contact the Northeast Region's Labor and Employee Relations Branch. In regard to ULP charges, the President's practice is to serve a copy of the ULP on both the park where the alleged violation occurred and the NRO. In regard to negotiating a change in working conditions, the President has yet to run into a situation at a particular park which her local was unable to understand but should such a situation arise she has points of contact at every park in her unit. Similarly, Local 3432's President has not run into problems applying the CBA to employees working in different types of geographical settings such as those who work seaside versus those working at parks which are landlocked. To that end, most of the issues pursued by the employees tend to involve general working conditions such as pay and leave as opposed to specific job responsibilities. The President has not had occasion to negotiate a memorandum of agreement involving more than one Superintendent.

In regard to the 2002 CBA between AFGE Local 407 and the National Park Service, which includes multiple parks with multiple Superintendents in Virginia, the Chief testified that at the time it was negotiated a different management structure was in place. Specifically, the parks were overseen by a Virginia State Office which was headed by a single manager. Thus in his view at the

¹⁴ At the time of hearing there were also two Union Shop Stewards physically located at Gateway.

time the CBA was negotiated it was consistent with existing management structure as there was a single manager with authority over the entire unit. Further testimony revealed, however, that the Virginia State Office was abolished sometime before 1998 which predated the negotiation of the CBA in 2002.

With respect to the administration of the CBA, the former Labor and Employee Relations Branch Chief testified that the parks have complained that they do not know how the other parks are handling certain contract provisions as they do not regularly get together to vet these issues. Testimony by local park management also revealed, however, that parks in the consolidated units have sought advice from one another concerning topics such as arbitrations.

Even though the Superintendents of these parks are subject to the same CBA, they continue to retain a level of autonomy. For example, the Superintendents continue to settle grievances and the like without involving the other Superintendents who manage the other parks in their bargaining unit and there is no evidence that any such agreements have caused problems.

The National Park Service also has a consolidated unit in its National Capital Region. The unit was formerly represented by the International Union of Painters and Allied Trades, Local 1997, AFL-CIO, and is currently represented by the National Treasury Employees Union as certified on February 28, 2014, following an election. The unit includes seventeen various parks and sites in the greater Washington D.C. area, including suburbs in Maryland and Virginia. In contrast to the Northeast Region, these sites are located closer to one another and they have a stronger history of sharing resources. At the time of the hearing, the parties were negotiating a new CBA and are using the prior one in the interim. Management's Chief Negotiator is a contractor and has been meeting with the Superintendents in the National Capital Region to develop positions and proposals. At the time of the hearing, these parties were still at the proposal stage but the Chief, who is not sitting at the bargaining table, speculated that there will be disagreements between the Superintendents the further they get into negotiations as the types, funding levels and sizes of the parks vary widely.

III. Positions of the Parties

A. The Petitioner

The Petitioner asserts that consolidating its existing bargaining units in Northeast Region would result in an appropriate unit under Section 7112(a) of the Statute. In making its case, the Petitioner initially submits that consolidating these units is in keeping with Authority

precedent which supports the reduction of unit fragmentation and which has established that an employer's opposition to it is not dispositive. By way of example, the Petitioner references the Authority's decision to consolidate 236 units into a consolidated unit at the Department of Veterans Affairs in 1979, and a more recent Decision and Order from the FLRA's Washington Regional Office granting a petition filed by the National Treasury Employees Union to consolidate its bargaining units in the National Park Service's National Capital Region.¹⁵ Similar to the circumstances in this case, the consolidated unit for the National Capital Region is composed of sites in more than one state, of more than one type (e.g. parks, battlefields, etc.) and which are managed by different Superintendents.

In regard to the application of Section 7112(a) to this case, the Petitioner asserts that the units at issue share a community of interest and that a consolidated unit will promote effective dealings and efficiency of the Agency's operations in the Northeast Region. Specifically, the employees throughout the region all support the National Park Service's shared mission; they are in the same organizational component and subject to the same chain of command at the regional level; they perform similar duties and share similar job titles and position descriptions; they are subject to the same policies and guidance; communication systems; training; performance appraisal system, benefits, personnel policies and human resources support. Likewise, there is interchange amongst the employees across the parks and many examples of shared resources.

The Petitioner also asserts that a region-wide consolidated unit would promote effective dealings between the parties as the Northeast Region's human resources and labor relation functions are already centrally located at the regional level in Philadelphia. Likewise, the Northeast Region is administering labor relations policies which have largely been set by the Department of the Interior and the National Park Service. The regional labor relations staff handles training, disciplinary actions, unfair labor practice charges, arbitrations and negotiations including term negotiations in connection the various CBAs which are currently in place. In regard to the impact of a consolidated unit on the efficiency of the Agency's operations, the Petitioner asserts that it would bear a rational relationship with the operational and organizational structure of the Northeast Region and present no additional burden on the labor relations function, as it already oversees all nine of the existing bargaining units and their respective CBAs,

¹⁵ *Veterans Admin. & AFGC Nat'l Office*, 1 FLRA 458 (1979) and *U.S. Dep't of the Interior, National Park Serv., Nat'l Capital Reg.*, WA-RP-14-0001 (February 28, 2014).

two of which already cover multiple sites and more than one Superintendent.

B. The Agency

The Agency opposes the petition as in its view the resulting consolidated unit would be inappropriate under Section 7112(a) of the Statute. To that end, the Agency asserts that the employees at issue do not share a community of interest as they work across seven different states and in more than forty distinct parks, which are managed by approximately thirty Superintendents with separate chains of command, sources of income, interpretive plans and distinct local concerns and community relationships. With respect to the employees' working conditions, the Agency contends that the various parks, which include battlefields, seashores, rivers, natural landscapes and historic sites, are as varied as they are geographically dispersed and thus support markedly different missions, hours, uniforms, training, fields of expertise and unique position descriptions. To that end NPS's services range from operating a railroad, to protecting endangered species, to educating the public about historical landmarks. Likewise, the Agency asserts that as the locations of the various parks are so geographically dispersed and their services are so different the interchange amongst the employees is merely sporadic and typically driven by a special event or an emergency.

The Agency further asserts that a consolidated unit would be at odds with the level of authority enjoyed by its labor relations function and the parties' past collective bargaining experience. Specifically, while the employees are subject to the same broad policies set by the Department of the Interior, personnel and work place decisions are made by the individual Superintendents for their respective parks. Neither the Regional Labor and Employee relations staff nor another Superintendent has the authority to override these park specific policies. To that end, the Regional-level human resources staff serves only in an advisory capacity. Furthermore, while Northeast Region's labor relations staff assists with contract and settlement negotiations and its members are often the chief negotiators, approval authority remains with each park's Superintendent.

As for the impact of a consolidated unit on the efficiency of its operations, the Agency maintains that it would be contrary to the decentralized nature of the National Park Service which enjoys separate chains of commands and local-level decision making. Specifically, while the Northeast Region is overseen by its Director, management of the parks lies with the Superintendents. The Superintendents have broad authority concerning staffing, budgeting, disciplinary actions and how to apply various Agency-level policies. According to the Agency,

the uniform management required for a consolidated unit is incompatible with the Northeast Region's decentralized management structure. It asserts that acquiring a consensus from so many Superintendents would result in protracted negotiations and the need for additional, supplemental agreements. Likewise, it believes that a consolidated unit would undermine the Agency's ability to resolve matters at the lowest possible level and create logistical hurdles, including increased travel costs and scheduling conflicts.

IV. Analysis and Conclusions

A. The Analytical Framework

Under 5 U.S.C. § 7112(d) of the Statute, two or more units which are in an agency for which a labor organization is the exclusive representative may, upon petition by the agency or labor organization, be consolidated with or without an election into a single larger unit if the Authority considers the larger unit to be appropriate. The reference in section 7112(d) to the consolidation of "appropriate" units incorporates the appropriate unit criteria established in section 7112(a) of the Statute. Those criteria provide that a unit may be determined to be appropriate if it will:

- (1) ensure a clear and identifiable community of interest among the employees in the unit;
- (2) promote effective dealings with the agency involved; and
- (3) promote efficiency of the operations of the agency involved.¹⁶

A proposed unit must meet all three criteria in order to be found appropriate.¹⁷ The fundamental premise of the criterion that employees share in a clear and identifiable community of interest is to ensure that it is possible for them to deal collectively with management as a single group.¹⁸ That said, the Authority has stated that "a separate chain of command will not, *per se* render a unit inappropriate."¹⁹ The Authority note that "[a]s agencies can have several layers of management and different chains of command, the fact that the Statute provides for

¹⁶ *U.S. Dep't of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base, Ohio*, 55 FLRA 359 (1999)(AFMC); *Dep't of the Air Force, Dover AFB, Del.*, 66 FLRA 916 (2012)(Dover).

¹⁷ *U.S. Dep't of the Navy, Fleet & Industrial Supply Ctr., Norfolk, Va.*, 52 FLRA 950, 961 n. 6 (1997)(FISC); *Dover* at 919.

¹⁸ *FISC* at 960.

¹⁹ *U.S. Dep't of the Treasury, Internal Revenue Serv.*, 56 FLRA 486, 492 (2000).

the possibility of agency-wide units implies that employees who work for the same agency, but are in different chains of command, are not automatically precluded from constituting a single appropriate unit.”²⁰

In regard to the first criterion, the Authority has not specified the particular factors or the number of factors needed to find a clear and identifiable community of interest, but rather applies the factors on a case-by-case basis.²¹ Moreover it is not necessary to weigh any particular community of interest factor more heavily than another.²²

The Authority examines factors such as: whether the employees in the proposed unit are a part of the same organizational component of the agency; support the same mission; are subject to the same chain of command; have similar or related duties, job titles and work assignments; are subject to the same general working conditions; and are governed by the same personnel and labor relations policies that are administered by the same personnel office.²³ In addition, the Authority identified the following factors to be examined in connection with determining whether a proposed consolidated unit will ensure a clear and identifiable community of interest: the degree of commonality and integration of the mission and function of the components involved; the distribution of employees throughout the organizational and geographic components of the agency; the degree of similarity of occupational undertakings of the employees in the proposed consolidated unit; and the focus and scope of personnel and labor relations authority and functions.²⁴ With respect to the degree of commonality and integration of the mission and function of the components involved, the Authority has held that the separate missions of each component need only "bear a relationship" to one another, and the functions need only be "similar or supportive" to one another, to satisfy this appropriate unit criteria.²⁵

The second criterion, effective dealings, pertains to the relationship between management and the exclusive representative selected by unit employees in an appropriate unit. In assessing this requirement, the

Authority examines such factors as the past collective bargaining experience of the parties, the focus and scope of the responsible personnel office administering personnel policies covering employees in the proposed unit, and the level at which labor relations policy is set by the agency.²⁶

The third criterion, efficiency of agency operations, concerns the degree to which the unit structure bears a rational relationship to the operational and organizational structure of the agency. The Authority looks at factors such as the effect of the proposed unit on agency operations in terms of cost, productivity and the use of resources and such a unit could result in economic savings and increased productivity for the agency.²⁷ The Authority also looks to whether consolidation will reduce bargaining unit fragmentation.²⁸ Reducing fragmentation promotes an effective bargaining structure and promotes effective labor relations.²⁹

The Authority has held that the consolidation of bargaining units serves the interest of the Statute by reducing unit fragmentation and ensuring an effective and comprehensive bargaining unit structure.³⁰ To that end, Section 7112(d) of the Statute was intended by Congress to "better facilitate the consolidation of small units into bigger ones."³¹ Likewise a petitioner does not have to show that the proposed consolidated unit will be more appropriate than the non-consolidated units.³² The proposed unit meets the requirements if it is an appropriate unit.³³

²⁰ *U.S. Dep't of the Navy, Commander, Naval Base, Norfolk, Va.*, 56 FLRA 328, 332 (2000).

²¹ *AFMC at 362; Dep't of Health and Human Serv., Region II, N.Y.*, 43 FLRA 1245, 1254 (1992) (*HHS, Region*).

²² *U.S. Dep't of the Air Force, Lackland Air Force Base, San Antonio, Tex.*, 59 FLRA 739, 742 (2004) (*Lackland*).

²³ *U.S. Dep't of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base*, 47 FLRA 602 (1993); *HHS, Region*.

²⁴ *AFMC; U.S. Dep't of Justice*, 17 FLRA 58, 62 (1985).

²⁵ *Nat'l Guard Bureau*, 55 FLRA 657 (1999); *Dep't of the Navy, Cmdr. Navy Reg. Mid-Atlantic*, 63 FLRA 8, 13 (2008); *Dep't of the Air Force, Travis AFB, Cal.*, 64 FLRA 1, 2 (2009) (*Travis*).

²⁶ *AFMC; FISC; Dep't of Transp., Wash., D.C.*, 5 FLRA 646 (1981).

²⁷ *FISC; Local No. 3, Int'l Fed'n of Prof'l & Technical Eng'rs, AFL-CIO-CLC*, 7 FLRA 626, 627 (1982).

²⁸ *AFMC at 364*.

²⁹ *Id. at 364*.

³⁰ *Id. at 361*.

³¹ *Id.* (quoting 124 Cong. Rec. H9634 (daily ed. Sept. 13, 1978) (statement of Representative Udall)).

³² *Id. at 364*.

³³ See *AFGE, Local 2004*, 47 FLRA 969, 972-73 (1993); *Miss. Nat'l Guard, Jackson, Miss.*, 57 FLRA 337, 341 (2001); *Def. Logistics Agency, Def. Supply Ctr. Columbus, Columbus, Ohio*, 53 FLRA 1114, 1127 n. 7 (1998); *Lackland at 741*.

B. Application of the Analytical Framework

The proposed consolidated unit would include all of the bargaining unit employees who are currently in units represented by AFGE locals throughout the Northeast Region. Applying the criteria described above to the unit proposed here, I find as follows.

(i) Community of Interest

I find that the employees at issue here share a community of interest. First, the employees fall under the same organizational component of the National Park Service, namely the Northeast Region. Although the employees work at the various individual parks, they are similarly situated in relationship to the Northeast Region and each other. Organizationally, the employees' chains of command all converge at the same level within the Park Service, namely, the Northeast Region. As a result, the employees in the proposed unit have in common the fact that they are subject to Region-wide policies and initiatives and receive the same information from the Region concerning their work. The Northeast Regional Director has e-mailed the employees concerning region-wide initiatives and his view of a shared culture. News and other communications regarding the Northeast Region are likewise shared with these employees via the Northeast Region's intranet set as they are impacted by regional news and are subject to the regional policies. As such channels of communications are not limited to the employees' individual park. Furthermore various services provided to the employees such as those concerning human resources issues are administered at the regional level as opposed to being handled exclusively by each park. Similarly while each park has an individual budget which is administered by its Superintendent, the appropriations are administered through the Northeast Region which provides oversight and coordination of budget requests. The Superintendents are also subject to budgetary ceilings set by the Northeast Region in connection with things such as FTEs and awards.

In regard to the mission served by the employees, the acreage, landscapes, recreational activities and educational opportunities offered in the Northeast Region vary widely. Visitors to the Cape Cod National Seashore can enjoy the beach and water activities while visitors to the Independence National Historic Park can be educated about the Constitution and the Liberty Bell. Some locations such as the Shenandoah National Park with this hiking trails and historical landmarks serve both intellectual and physical pursuits. But whether an individual park's mission is to provide physical recreation, exposure to nature, preservation of our natural resources and historical landmarks or knowledge about

America's history, they all serve the overarching mission of the National Park Service. To that end the various missions, similar to the National Park Service's mission of preserving natural and cultural resources almost universally use the word "preserve" regardless of their particular offerings or whether they are located in an urban or rural environment.

In support of the parks' largely similar missions the employees share many of the same job titles and in many cases perform largely similar functions. For example, the many of the parks employ Interpretive Park Rangers. While their particular areas of expertise may differ depending on their duty station, their position descriptions begin with a uniform template used throughout the park system and they are subject to the same pay levels. Similarly most of the parks employ maintenance employees who are likewise subject to a shared range of pay and a standardized performance appraisal system. There are, of course, many positions in the proposed unit which are unusual or unique to a particular park. Some parks employ people possessing expertise in historical or wildlife preservation while others employ staff possessing special certifications in connection with recreational activities. Nevertheless, regardless of their particular field of expertise they all serve the National Park Service's shared mission.

As described above, the parks at issue represent an array of offerings and attractions and they are located across seven states with varying geography in both urban and rural settings. Given these physical separations and differing work settings the employees are subject to different working conditions. There are at the facilities varied weather conditions, work schedules, exposure to wildlife, community relationships and contact with visitors. Some of the parks at issue are so large that their employees are subject to these differences within their own borders. There are also many commonalities in connection with working conditions such as uniforms, methods of communication, training, security clearances and government IDs, holiday schedules, servicing personnel offices and application of Agency-wide and regional-level policies. Moreover despite the physical separation of the parks, there are multiple, albeit infrequent examples, of bargaining unit employees lending their expertise to other parks. In that regard, the parks have a solid history of sharing employees in connection with managing for example severe weather, special events and fires.

In regard to personnel-related matters, the employees all fall under the same pay system and payroll and employee benefit plans and policies. Likewise their employee relations and personnel issues are largely handled by human resources professional working at the Regional level.

(ii) Effective Dealings

As noted, the criterion of effective dealings pertains to the relationship between management and the employees' exclusive representative in connection with the proposed unit. In assessing this requirement, the Authority examines such factors as the past collective bargaining experience of the parties, the locus and authority of the office administering personnel policies covering employees in the proposed unit, the limitations if any on the negotiation of matters of critical concern, and the level at which labor relations policy is set.³⁴

The past collective bargaining experience of the Northeast Region includes the negotiation of CBAs for both single and consolidated units. In fact, two of the CBAs cover not just multiple parks and locations but multiple Superintendents as well. While the most recent CBA negotiations for the consolidated New York/New Jersey unit were protracted, taking nearly six years this experience is not unique to the consolidated units within the Northeast Region, nor does the record show that this was due to the consolidated nature of this unit. For example, the most recently negotiated CBA involving a single Park and Superintendent (at Independence) took approximately five years to negotiate. In any event, regardless of whether the resulting CBAs applied to a single or to multiple Superintendents, the Northeast Region's Labor and Employee Relations Branch has a history of being involved in the negotiations. In fact, in most instances of contract bargaining a representative from the Northeast Region served as management's Chief Negotiator. While the Agency asserts the Chief Negotiators merely served as facilitators and technical experts, unlike the Superintendents, who have decision-making authority, it is undisputed the Northeast Region was actively involved in most, if not all, contract negotiations.

The Agency raises a concern about the potential difficulties reaching consensus among so many Superintendents in a culture which supports and promotes their autonomy. In spite of this, units such as the consolidated New York/New Jersey unit have been successful in negotiating agreements, whether by consensus or otherwise, and there is no evidence that the resulting CBAs have caused problems or that they have interfered with the parks' missions, the Superintendents' authority or with their labor relations. It should be noted that the Authority has held that for a consolidated unit to be found appropriate, it is not necessary to show that consolidation will improve labor management relations. Rather:

While the past bargaining experience of the parties is a proper factor to evaluate in making a determination of "effective dealings," this factor does not require that a petitioner in a consolidation case establish that collective bargaining relationships will be improved by the consolidation. Section 7112(d) permits unions to consolidate existing units as long as the consolidated unit *is appropriate*. There is no requirement in the Statute that the consolidated unit be *more appropriate* than the unconsolidated units.³⁵

The parties' history demonstrates the likelihood that they will deal with bargaining in a consolidated unit much as they have already effectively done and the testimony failed to establish that consolidation would negatively impact their dealings. If anything, having to administer only one CBA as opposed to multiple ones may improve the parties dealings in labor relations matters.

In regard to locus of authority over labor relation practices and policies for the parks, the Northeast Region's Human Resources Officer and the Labor and Employee Relations Branch currently play an active role. While the Superintendents have decision-making authority in labor relations matters, their designated representatives routinely consult with the regional HR Specialists concerning matters such as disciplinary actions, ULP charges, higher-level grievances and negotiations. In fact, the parks are required to bring certain labor relations matters such as ULP Complaint cases, arbitrations and impasses to the Northeast Region's attention. The Agency raised a concern that a consolidated unit could be overly burdensome on its regional-level staff as it will likely be called upon more often in connection with the negotiation and administration of a region-wide CBA. The record does not support such a concern. On the contrary the Northeast Region's existing labor relations program currently deals with all of the parks' respective CBAs, including the ones covering the two consolidated units. Thus, the Northeast Region's staff is already familiar with labor relations issues across the entire region, and it is also familiar with consolidated units involving multiple Superintendents. Thus, it is in a position to develop regional-level policy and also to coordinate between the various Superintendents. In this regard, the proposed unit is consistent with the Northeast Region's structure and with its Labor and Employee Relations Branch.

³⁴ *FISC* at 961.

³⁵ *AFMC* at 364: (emphasis in original).

(iii) Efficiency of Operations

The criterion of efficiency of agency operations concerns the “benefits to be derived from a unit structure which bears some rational relationship to the operational and organizational structure of the agency.”³⁶ Cost, productivity, and use of resources are considered when determining the effect of the proposed unit on agency operations.³⁷ There is no evidence here that the establishment of a consolidated unit would result in any additional costs, loss of productivity or use of resources. It is equally possible that the establishment of a single unit would, by virtue of bargaining on a broader scale over a single CBA instead of many CBAs, actually reduce negotiation costs, using fewer resources than in the past. The Agency argues that reaching a consensus among the Superintendents will add to the time it will take to negotiate a CBA but even protracted negotiations over a single CBA may take less time overall than negotiating eight or nine local CBAs.

In addition, the proposed consolidated unit bears a rational relationship to the operational and organizational structure at the Northeast Region. Although Superintendents have a great deal of autonomy they are organizationally part of the Northeast Region and report to its Director. Likewise, as evidenced by the Northeast Region’s system of Clusters and Sub-Clusters, the parks already engage in coordinated activities including the implementation of Agency and Northeast Region initiatives.

The circumstance in this case can be distinguished from those in *U.S. Department of the Interior, National Park Service, Washington, D.C.*,³⁸ in which the Regional Director described the petitioned-for unit as inefficient and the Authority dismissed the union’s application for review. That case involved an election petition in which the petitioner was attempting to create a functional national unit cutting across organizational lines that would have severed many employees out of existing units represented by multiple unrelated exclusive representatives. Such is not the case here. The proposed consolidated unit in this case is not a functional unit, the employees at issue are all represented by AFGE or its locals and the instant petition does not seek to sever anyone from the existing units.

In sum, the evidence reflects that the employees share similar and related conditions of employment including weekend schedules, the same payroll office, centralized electronic personnel files and the same points of contact for questions related to benefits. Additionally, the

employees all work under the same national level policies including EEO, Student Loan Repayment and Merit Promotion. Further, all employees go through the same security clearance process when they are hired and are issued a standardized ID card. Similarly, all employees attend the same job safety training. Indeed, Superintendents may not refuse to abide by any of the sixty or so Director’s Orders that apply to each facility.

The record establishes that all Northeast Region employees are communicated with both by an inclusive e-mail list and by postings on the Northeast Region SharePoint site. Since employees’ positions descriptions are based on national benchmarks, even where modifications are made related to specific parks, there remain significant commonalities between the employees’ position descriptions and work assignments across all parks. Significantly, the Department of Interior’s Manual also expressly calls for Regional involvement in negotiations and the evidence from the hearing establishes that the Superintendents generally follow that direction when negotiating collective bargaining agreements. Lastly, there are multiple examples of interchange of employees between sites for special events including historical anniversaries and celebrations, for emergencies, and simply to share staff with unique skills that are needed on a limited basis throughout the Region.

Even given the acknowledged independence of the Superintendents, the above, and the many other examples of Regional assistance to and oversight of the parks, supports the conclusion that granting this consolidation is appropriate given a clear and identifiable community of interest among the employees and that so granting it will therefore promote effective dealings with the Agency and promote efficiency of operations.

Therefore, the consolidation of the bargaining units represented by AFGE and the AFGE Locals in the Northeast Region of the National Park Service satisfies the requirements for an appropriate unit under section 7112(a) of the Statute.

³⁶ *FISC* at 961.

³⁷ *Id.* at 962.

³⁸ 55 FLRA 311 (1999).

V. Order

IT IS ORDERED that, if no application for review of this Decision and Order is filed, or if an application for review is filed and denied, or if the Authority does not grant any application for review within sixty (60) days after its filing, pursuant to Chapter 71 of Title 5 of the U.S. Code and the Rule and Regulations of the Authority, the undersigned will issue a Certification of Consolidation of Units describing the unit as follows:

MARYLAND

Included: All non-professional employees of the Thomas Stone National Historic Site.

Excluded: All professional employees, supervisors, management officials, guards as defined in Executive Order 11491 as amended, including those Park Rangers and Park Technicians who spend 25% of their time in guard duties, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

MASSACHUSETTS

Included: All non-professional employees of the Cape Cod National Seashore.

Excluded: All professional employees, supervisors, management officials, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

NEW YORK/NEW JERSEY

Included: All non-professional employees, including temporary employees appointed for 700 hours or more, in the States of New York and New Jersey and the position of Secretary, GS-0318-06, Morristown National Historical Park, and all non-professional, Wage Grade employees who are employed by the National Park Service at the Roosevelt-Vanderbilt Historical Sites in Hyde Park, New York, including temporary employees appointed for 700 hours or more.

Excluded: All professional employees, supervisors, management officials, guards as defined in Executive Order 11491 as amended, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

PENNSYLVANIA

Included: All employees of Gettysburg National Military Park and National Cemetery and the Eisenhower National Historic Site.

Excluded: All supervisors, management officials, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Included: All non-professional and professional employees of the Allegheny Portage Railroad National Historic Site, Johnstown Flood National Memorial, Fort Necessity National Battlefield, and Friendship Hill National Historic Site.

Excluded: All supervisors, management officials, intermittent employees, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Included: All non-professional employees of the Philadelphia Support Office and the Northeast Regional Director's Office, including the Land Resources Program Center, Northeast Regional Director's Office, Philadelphia, Pennsylvania.

Excluded: All professional employees, supervisors, management officials, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Included: All non-professional and professional employees of the Independence National Historical Park.

Excluded: Supervisors, management officials, guards, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Included: All non-professional employees, including Preservation Trainees, of the Steamtown National Historic Site, Scranton, Pennsylvania.

Excluded: All professional employees, supervisors, management officials, Student Trainees and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

VIRGINIA

Included: All GS, WG, and WL employees, and temporary employees having 700 hours or longer appointments, of Appomattox Court House National Historic Park, Colonial National Historic Park (General Schedule employees only), George Washington Birthplace National Monument, Richmond National Battlefield, Maggie Walker National Historic Site, Shenandoah National Park, Fredericksburg National Military Park, Spotsylvania National Military Park, Booker T. Washington National Monument, and Petersburg National Battlefield.

Excluded: All professional employees, supervisors, management officials, guards as defined in Executive Order 11491 as amended, including those park Rangers and Park Technicians who spend 25% of their time in guard duties, WG and WL employees of Colonial National Historic Park who are already exclusively represented by NAGE R4-68, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

WEST VIRGINIA

Included: All non-professional employees of the New River Gorge National River, the Gauley River National Recreation Area, and the Bluestone National Scenic River.

Excluded: All professional employees, supervisors, management officials, and employees described by 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

RIGHT TO FILE AN APPLICATION FOR REVIEW

Under section 7105(f) of the Statute and section 2422.31 of the Authority's Rules and Regulations, a party may file an **application for review of this Decision and Order** within sixty (60) days of the date of this Decision and Order. This sixty-day time limit may not be extended or waived. Copies of the application for review must be served on the undersigned and on all other parties. A statement of such service must be filed with the application for review.

The application for review must be a self-contained document enabling the Authority to rule on the basis of its contents without the necessity of recourse to the record. The Authority will grant review only upon one or more of the grounds set forth in section 2422.31(c) of the Rules and Regulations. Any application filed must contain a summary of all evidence or rulings relating to the issues raised together with page citations from the transcript, if applicable, and supporting arguments. An application may not raise any issue or allege any facts not timely presented to the Regional Director.

The application for review must be filed with the Chief, Case Intake & Publications, Federal Labor Relations Authority, Docket Room, 1400 K Street, N.W., Suite 201, Washington, D.C. 20424 **by September 29, 2015**. Pursuant to section 2422.31(3)(f) of the Regulations, neither filing nor granting an application for review shall stay any action ordered by the Regional Director unless specifically ordered by the Authority. A party may also file an application for review using the Authority's electronic case filing system. Consult the Authority's website, www.flra.gov/eFiling. Pursuant to section 2429.21(b) of the Rules and Regulations, the date of filing is the date of mailing indicated by the postmark date. If no postmark date is evident on the mailing, it shall be presumed to have been mailed five days prior to receipt. If a party files an application for review by personal or commercial delivery, it shall be considered filed on the date the Federal Labor Relations Authority receives it. If a party files an application for review using the electronic case filing system, the Authority considers the application filed on the date the Authority receives it.

Philip T. Roberts
Regional Director, Boston Region
Federal Labor Relations Authority
Thomas P. O'Neill Jr. Federal Building
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Dated: July 31, 2015