

Filippone



**Digest and Index of Published
Decisions of the Assistant Secretary
of Labor for Labor-Management Relations
Pursuant to Executive Order 11491,
As Amended, January 1, 1970
through June 30, 1974**

U.S. Department of Labor
Labor-Management Services Administration

Digest and Index of Published Decisions of the Assistant Secretary of Labor for Labor-Management Relations Pursuant to Executive Order 11491, As Amended, January 1, 1970 through June 30, 1974

U.S. Department of Labor
John T. Dunlop, Secretary
Labor-Management Services Administration
Paul J. Fasser, Jr.
Assistant Secretary of Labor for Labor-Management Relations
Office of Federal Labor-Management Relations
Louis S. Wallerstein, Director

This edition covers the period of January 1, 1970-June 30, 1974.
It is fully self-contained and completely replaces all previous editions.

This edition contains a master of the Table of Contents and the
Tables of Decisions and Reports on Rulings, each covering
the full period of January 1, 1970 through June 30, 1974.

1975



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PREFACE

This revised edition of the Digest and Index (DI) contains digests of all published decisions of the Assistant Secretary of Labor for Labor-Management Relations (A/S) pursuant to Executive Order 11491, from January 1, 1970 to June 30, 1974.

The Digest section summarizes significant decisional material and is arranged in a functional classification under major headings and subheadings, listed in the Table of Contents. It covers: (1) decisions after formal hearing or stipulated record; (2) Reports on Rulings of the A/S on requests for review of field-level actions; and (3) those rulings of the Federal Labor Relations Council which remanded cases to the A/S or modified his decisions.

Executive Order 11491 was amended, effective November 24, 1971 and the Regulations of the A/S were revised, effective

October 15, 1972. Accordingly, careful attention should be given to the possible impact of the changes in the Order or the Regulations on decisional material in cases filed prior to such changes.

The full text of A/S decisions has been published in bound volumes entitled "Decisions and Reports on Rulings of the Assistant Secretary of Labor for Labor-Management Relations Pursuant to Executive Order 11491." Past decisions may also be read at any Area Office of the Labor-Management Services Administration of the U.S. Department of Labor.

The DI is intended as a guide to material in the A/S's published decisions but should not be used as a substitute for the full text of such decisions, nor should its contents be construed as official pronouncements or interpretations of the A/S.

TABLE OF ABBREVIATIONS

AA	Area Administrator, Labor-Management Services Administration, U.S. Department of Labor	FLRC	Federal Labor Relations Council
AC Petition	Amendment of Recognition or Certification Petition	FLRC No.	Federal Labor Relations Council Decision Number
ALJ	Administrative Law Judge (formerly Hearing Examiner)	GS	General Schedule
AO	Area Office, Labor-Management Services Administration	HE	Hearing Examiner (Title changed to Administrative Law Judge)
ARD	Assistant Regional Director for Labor-Management Services (formerly Regional Administrator, Labor-Management Services Administration)	LMSA	Labor-Management Services Administration
A/S	Assistant Secretary of Labor for Labor-Management Relations	LMWP	Office of Labor-Management and Welfare-Pension Reports
A/SLMR No.	Assistant Secretary for Labor-Management Relations Decision Number	NE	No entry for period covered
CU Petition	Clarification of Unit Petition	OFLMR	Office of Federal Labor-Management Relations, Labor-Management Services Administration
DI	Digest and Index of Published Decisions of the Assistant Secretary of Labor for Labor-Management Relations	RA	Regional Administrator, Labor-Management Services Administration; now referred to as Assistant Regional Director for Labor-Management Services
EO	Executive Order 10988 where indicated; otherwise references are to Executive Order 11491 in cases filed prior to 11-24-71, and to Executive Order 11491, as amended, subsequent thereto	RA Petition	Agency Doubt as to Representative's Status Petition
		R A/S No.	Report on Ruling of the Assistant Secretary Number
		Regs	Regulations of the Assistant Secretary of Labor for Labor-Management Relations
		Sec	Section
		ULP	Unfair Labor Practice
		WB	Wage Board

DIGEST

05 00 00 GENERAL PROVISIONS

05 04 00

Definitions (Alphabetically Listed)

(See also 20 20 00, "Employee Categories and Classifications")

Defunctness.

Exclusive Representative is "defunct" when it is unwilling or unable to represent employees in exclusively recognized or certified unit. However, mere temporary inability to function, standing alone, does not establish defunctness. Evidence to establish defunctness is limited to those facts which predate filing of Petition and those facts, which although occurring after filing, constitute integral part of events predating Petition. (FAA, A/SLMR No. 173)

Labor Organization.

Air Traffic Control Association is labor organization within meaning of Sec. 2(e) of EO. Despite inclusion of supervisors as members, it does not fall within exclusions of Sec. 2(e)(1), which is construed to apply to organization comprised entirely of supervisors and/or management officials. (PATCO, A/SLMR No. 10)

The Association of HEW Hearing Examiners is not labor organization within meaning of Sec. 2(e)(1) of EO inasmuch as it consists solely of supervisors. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 142)

Management Official.

A/S adopted following definition for term "Management Official", used, but not defined, in EO:

When used in connection with the Executive Order, the term 'management official' means an employee having authority to make, or to influence effectively the making of, policy necessary to the agency or activity with respect to personnel, procedures, or programs. In determining whether a given individual influences effectively policy decisions in this context, consideration should be concentrated on whether his role is that of an expert or professional rendering resource information or recommendations with respect to policy in question, or whether his role extends beyond this to the point of active participation in the ultimate determination as to what the policy in fact will be. (Engineering Development Cntr., Arnold Air Force Sta., Tenn., A/SLMR No. 135)

Professional Association.

Air Traffic Control Association, Inc. is not a labor organization within meaning of Sec. 2(e) of EO, as it has materially changed its organization and operations since the issuance of A/SLMR No. 10, and its current relationship with Activity is consistent with that permitted a professional association

under Section 7(d)(3) of the Order. (FAA, Atlantic ATC Tower, Ga., A/SLMR No. 300)

Professional Employee.

In absence of specific definition of "professional" employee in EO, to effectuate purposes of EO, A/S established that, for purpose of unit placement, a professional employee is:

(A) Any employee engaged in the performance of work; (1) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, or physical processes; (2) requiring the consistent exercise of discretion and judgment in its performance; (3) which is predominately intellectual and varied in character (as opposed to routine mental, manual, mechanical or physical work); and (4) which is of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; or

(B) Any employee who has completed the courses of specialized intellectual instruction and study described in clause (A) above and is performing related work under the direction or guidance of a professional person to qualify himself to become a professional employee as defined in clause (A) above. (Interior, Bureau of Land Mgt, Riverside District and Land Office, Cal., A/SLMR No. 170)

Supervisors.

FLRC set aside the decision of A/S in A/SLMR No. 120, and remanded case to A/S for appropriate action based on its finding that supervisory status was intended to be determined on basis of individual's authority, not on basis of precise number of subordinates. Accordingly, A/S may not resolve questions of supervisory status solely upon basis that alleged supervisor has only one subordinate. (FLRC No. 72A-4).

Pursuant to FLRC No. 72A-4, A/S reversed previous finding in A/SLMR No. 120 and concluded that GS-12 Research Chemist who effectively evaluated performance of one other employee is supervisor. (A/SLMR No. 268)

A/S original holding in A/SLMR No. 120 was that Professional Research Chemist, whose authority over other employees was limited to effectively evaluating performance of only one employee, was not supervisor, which term EO defines as employee having authority over other employees, in plural form. (Agriculture, Northern Mktg and Nutrition Research, Peoria, Ill., A/SLMR No. 120)

FLRC set aside the decision of A/S in A/SLMR No. 121, and remanded case to A/S for appropriate action based on its finding that supervisory status was intended to be on basis of precise number of subordinates. Accordingly, A/S may not resolve questions of supervisory status solely upon basis

that alleged supervisor has only one subordinate. (FLRC No. 72A-2).

Pursuant to FLRC No. 72A-2, A/S reviewed previous finding in A/SLMR No. 121 and issued revised findings.

A/S original holding in A/SLMR No. 121 was that Procurement Technician, Personnel Equipment and Survival Technician and the Personnel Technician had either only one or no employees reporting to them and that they, therefore, could not be considered supervisors within the meaning of Section 2(c) of the Order. (N.J. DOD, A/SLMR No. 121)

FLRC remanded *Naval Weapons Cntr., China Lake, Cal., A/SLMR No. 128* to A/S for action consistent with FLRC decision that: (1) any individual who possesses the authority to perform a single function described in Sec. 2(c) of EO, provided he does so in a manner requiring use of independent judgment, is supervisor; and (2) mere review or approval of a recommendation by higher ranking official does not, in itself, render recommendation ineffective; rather, A/S must examine nature and scope of review to determine effectiveness of the recommending authority within meaning of Sec. 2(c), (FLRC No. 72A-11). (Naval Weapons Cntr., China Lake, Cal., A/SLMR No. 297)

FLRC remanded *Mare Island Naval Shipyard, Vallejo, Cal., A/SLMR No. 129* to A/S for action consistent with FLRC decision that, with respect to the definition of "supervisor" in Sec. 2(c) of EO, the modifying terms utilized in A/S's decision, e.g., "formal" discipline, "permanent" transfer, "formal" grievances, and "sufficient" authority, are contrary to the literal language and purposes of Sec. 2(c) and may not be relied upon (FLRC No. 72A-12). (Mare Island Naval Shipyard, Vallejo, Cal., A/SLMR No. 298)

Employees who exercise supervisory authority solely over military personnel who are engaged in performance of their military duties are supervisors and excluded from bargaining unit. In determining supervisory status, duties performed by alleged supervisor, and not type of personnel working under alleged supervisor, are determinative, and it is immaterial whether supervisory authority is exercised over unit employees, non-unit employees, or persons who, as in subject case, may not be "employees" as defined in Sec. 2(b) of EO. (McConnell Air Force Base, Kansas, A/SLMR No. 134)

(See also entry in this Section "Supervisors", A/SLMR No. 120, for bearing of FLRC No. 72A-4 on this case). Employees are not supervisors within the meaning of EO where their authority is limited to one employee. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185; Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

County Supervisors, whose job functions and responsibilities are supervisory in nature, are supervisors, despite fact that they have only one subordinate, where there is substantial fluidity in staffing pattern in Activity's County offices precipitated by employee transfers, opening of new offices, and vacancies not yet filled resulting from resignations, retirements and separations, and where staffing pattern for all but two of 69 County Supervisors authorizes in excess of one subordinate. However, those County Supervisors who do not have reasonable expectancy of having more than one subordinate and those whose office has never been staffed by more than one subordinate, are not supervisors. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Aircraft Loadmaster (Instructor), GS-9, who exercises supervisory authority only over non-civilian, active-duty re-

servists, is supervisor inasmuch as supervisory status is determined by duties performed rather than by type of subordinate personnel. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

In determining supervisory status, it is immaterial whether supervisory authority involved is exercised over unit employees, non-unit employees, or over "persons" such as military personnel who are not "employees" within the meaning of Sec. 2(b) of EO. (Army Base Command, Okinawa, A/SLMR No. 243)

Unit.

Single employee unit is not appropriate for purposes of exclusive recognition since all references to units in EO and Regs. are to "employees," indicating that units of more than one employee were contemplated. (R A/S No. 44)

05 08 00

Coverage of Executive Order

National Guard Technicians employed by Activity administered by State Adjutant General, who is State employee, are covered by EO because: (1) they were made Federal employees by National Guard Technicians Act of 1968; and, (2) Dept. of Defense agrees they are covered since Activity's Adjutant General acts as agent for Secretaries of Army and Air Force, whose labor relations policies clearly provide for applicability of EO and require State Adjutant General to insure compliance therewith. (Miss. Nat'l. Guard, A/SLMR No. 20)

A/S has not established policy regarding agencies granting employees leave to attend hearing held pursuant to EO and moreover, such question not appropriately raised in context of representation case. (Bureau of Customs, Region V, New Orleans, La., A/SLMR No. 65)

Although Attorneys of Office of Regional Counsel, Western Region, advise certain employees of Internal Revenue Service, Western Region, which employees have been excluded by head of Agency from coverage of EO under Sec. 3(b)(4), Attorneys themselves are not excluded under that Sec. in absence of evidence to indicate that head of Agency had made specific Sec. 3(b)(4) determination to exclude Attorneys. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

Sec. 10(b)(2) of EO provision for exclusion of employees engaged in Federal personnel work in other than purely clerical capacity is no basis to conclude that all employees of CSC were intended to be excluded from coverage of EO, inasmuch as CSC employees who perform personnel work in connection with employees who are employed *outside* claimed unit are not subject to potential conflict of interest and responsibility which Sec. 10(b)(2) is intended to cover. (St. Louis Region, CSC, A/SLMR No. 162)

Agency employees located in Panama Canal Zone excluded from unit, where Agency head, pursuant to Sec. 3(c) of EO, determined it was in national interest to suspend applicable provisions of EO for such employees. (FAA, A/SLMR No. 173)

Sec. 3(b)(3) is basis for exclusion from EO coverage of Internal Revenue Service Intelligence Division employees pursuant to requisite statement of Secretary of Treasury. (IRS, Birmingham District, Ala., A/SLMR No. 186)

Members of Commissioned Officer Corps of United States Public Health Service are not civilian Federal employees

within meaning of Title 5 of the United States Code and are not covered by EO. (HEW, HSMHA, Metropolitan Wash., D.C., A/SLMR No. 192)

Although supervisors are not excluded from coverage under EO, Sec. 7(d)(1) does not confer rights upon supervisors enforceable under Sec. 19(a). (IRS, Chicago District, Ill., A/SLMR No. 279 and IRS, Western Service Center, Ogden, Utah, A/SLMR No. 280)

A/S affirmed ALJ's finding that Sec. 10(e) rights do not flow to supervisors. (IRS, Chicago District, Ill., A/SLMR No. 279 and IRS, Western Service Center, Ogden, Utah, A/SLMR No. 280)

Sec. 10(e) imposes ongoing obligation upon exclusive representative to represent interests of unit employees who is subject of adverse action until such time as he has indicated his desire to choose his own representative pursuant to EO Sec. 7(d)(1). (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

A/S affirmed ALJ finding that EO Sec. 7(d) confers no rights upon employees, organizations or associations enforceable under EO Sec. 19, but merely delineates those instances in which employees may choose a representative other than their exclusive representative in certain grievance or appellate actions. (Charleston Naval Shipyard, S.C., A/SLMR No. 403)

Agency head's determination to exclude Audit Division employees from coverage of EO pursuant to Sec. 3(b)(4) on grounds that EO could not be applied to such employees in manner consistent with internal security of Agency, was not arbitrary or capricious and accordingly, representation petition covering requested employees dismissed. (NASA Mgt. Audit Office, Wash., D.C., A/SLMR No. 125)

FLRC reviewed *R A/S No. 18* and held that Agency head's findings as to internal security functions of organizational group involved are subject to review by A/S to determine whether such findings were arbitrary or capricious. A/S's contrary decision in Area Office Case No. 46-1848 set aside and case remanded to A/S for appropriate action. (NASA Audit Division, Wash., D.C., FLRC No. 70A-7)

Decision by Agency head to exclude certain segments of his organization from coverage of EO, pursuant to Sec. 3(b)(4) of EO, is not reviewable by A/S. (R A/S No. 18)

FLRC reviewed *R A/S No. 27*. FLRC held that A/S lacks authority to review Agency head's determination under Sec. 3(b)(3), but must have explicit statement that Agency head assured himself of facts related to, and personally decided on Sec. 3(b)(3) exclusion. Since record was unclear as to Agency head's fulfillment of requirements, case was remanded to A/S to obtain requisite statement from Agency head and for further appropriate action. (Naval Electronic Systems Command Activity, Boston, Mass., FLRC No. 71A-12)

Decision by Agency head to exclude certain employees from coverage of EO pursuant to Sec. 3(b)(3) of EO is not reviewable by A/S. (R A/S No. 27).

Jurisdiction will be asserted over complaint by employee of Activity which is part of legislative branch alleging improper removal from position as official of labor organization, where such labor organization also represents employees of the executive branch. (R A/S No. 36)

05 12 00 Evidence

05 12 04

Request for LMSA Documents and LMSA Personnel at Hearings.

LMSA personnel may not testify during representation or unfair labor practice proceedings unless party desiring to use LMSA agent as its witness has addressed written request, with supportive reasons, to A/S, and has received his authorization based on determination that such evidence will effectuate purposes of EO. (R A/S No. 34)

Production of LMSA Documents during representation or unfair labor practice proceeding is barred unless party desiring such production on its behalf has addressed written request, with supportive reasons, to A/S, and received his authorization based on determination that such evidence will effectuate purposes of EO. (R A/S No. 34)

05 12 08

Admissibility at Hearings.

HO had erroneously permitted Activities' representative to introduce into evidence his written opening statement containing certain matters of fact. A/S considered the matters of fact contained in the statement to have no probative value because they were introduced without being subject to cross-examination. (Agriculture, Schenck Civilian Conservation Cntr., N.C., A/SLMR No. 116)

Oral evidence concerning the contents of a document is admissible where it is shown that document has been lost or destroyed. (Western Division of Naval Facilities Engineering Command, San Bruno, Cal., A/SLMR No. 264)

Document which came into existence more than one year prior to the filing of the complaint may serve as the basis for finding of violation of Sec. 19(a)(1) where it is shown to have remained in existence, and accessible, within nine months prior to the filing of the complaint and within six months of the charge since the unfair labor practice continued and therefore was in effect within the limitation period of Sec. 203.2 of the Regs. (Western Division of Naval Facilities Engineering Command, San Bruno, Cal., A/SLMR No. 264)

HO, over Intervenor's objections, allowed Petitioner to introduce into evidence a number of handwritten statements which were offered through two witnesses who claimed that the statements had been handed to them personally and that they personally knew the authors. A/S found such statements to have little or no probative value because of the general conclusionary language contained in them and the authors of the statements were not subject to cross-examination. (Interior, Fort Apache Agency, Phoenix, Ariz., A/SLMR No. 363)

05 16 00

Advisory Opinions

A/S will not render advisory opinions. Decisions will be made only in cases pending under EO and Regs. (R A/S No. 15)

05 20 00

Concurrent Related Cases

Alleged violations of Standards of Conduct must be processed pursuant to procedures contained in Part 204 of Regs.,

rather than Part 202, which deals with representation matters. (R A/S No. 9)

Complaints of violations of Standards of Conduct will not delay processing of concurrent representation case. (R A/S No. 9)

Processing of CU Petition is not "blocked" by ULP Complaint since "blocking" procedure was designed to assure that election would not be conducted in unit with unresolved ULP. CU Petition does not result in election. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

HO erred in attempting to elicit evidence from witness regarding pending investigation concerning Labor Organization's alleged violation of Standards of Conduct during hearing on appropriateness of units. Evidence on Standards of Conduct should be obtained in accordance with Sec. 204 of Regs., rather than in proceeding under Sec. 202. (Savanna Army Depot, and AMC Ammunition Cntr., Savanna, Ill., A/SLMR No. 228)

05 24 00

Role of NLRB Decisions

Decisions of NLRB, along with experience in other jurisdictions, will be considered by A/S but will not be binding precedent under EO. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

05 28 00

Service

Motion to disregard opposing party's brief granted, where copy was not served on other party pursuant to A/S Regs. (AAFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No. 29)

Failure to serve intervening Unions with attachments to petition is not grounds for dismissal of petition where Intervenor did receive petition and participated in subsequent hearing, without having raised procedural objections with AA prior to hearing. (Army Engineer District, Mobile, Ala., A/SLMR No. 206)

Failure to serve copy of Petition for District-wide unit on incumbent exclusive representative of subdivision of District does not warrant dismissal where officer and members of incumbent Union were aware of Petition, posted throughout Activity, but incumbent Union failed to intervene timely or raise objections prior to hearing. (Army Engineer District, Mobile, Ala., A/SLMR No. 206)

Request for dismissal of Petition, based on lack of simultaneous service of Petition on Intervenor, denied where Intervenor is not and has never been exclusive representative of employees in claimed unit and there is no evidence that Petitioner should have been aware of Intervenor as interested party at time Petitioner filed. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Petitioner not obligated under Reg. Sec. 202.2(e)(4) to make simultaneous service of petition where: (1) no interested parties were designated by the Petitioner on its petition; and (2) all the affected incumbent locals intervened timely and participated fully in the proceeding of the case, thereby suffering no prejudice as a result of not having been served simultaneously with the petition. (GSA, Region 9, San Francisco, Cal., A/SLMR No. 333)

Dismissal of petition based on alleged non-compliance with Section 7(b) of the Order and Sec. 202.2(a)(6) of the A/S's Regs. unwarranted where Petitioner[s] failed to simultaneously serve the Activity upon filing petition, a current roster of its officers and representatives, a copy of its constitution and by-laws, and a statement of its objectives, since Activity was subsequently served with subject documents and where, as noted, the A/S's Regs. do not specifically require that such documents be served simultaneously with the filing of a petition. (Naval Air Station, Memphis, Millington, Tenn., A/SLMR No. 346)

Failure to serve copies of (1) objections to election on other parties pursuant to Sec. 202.20(a) of Regs., and (2) request for review on ARD or other parties pursuant to Sec. 202.6(d) of Regs., and to furnish statements of service of such documents, is proper grounds for both dismissal of objections and denial of request for review. (R A/S No. 14)

Petitioner failed to make simultaneous service of copy of petition pursuant to Sec. 202.2(e)(3), where it did not serve incumbent exclusive representative until one week after filing with AA and service on Activity and, accordingly, dismissal of petition was proper. (R A/S No. 45)

05 32 00

Transitional Problems

Where original election proceedings were conducted and objections to runoff election were filed under EO 10988, and subsequent hearing on objections was conducted under EO 11491, A/S adopted ALJ's recommendations overruling objections and returned case to Activity for appropriate action. (VA Hospital, Downey, Ill., A/SLMR No. 81)

Various transitional problems arising from cases initiated before EO 11491's effective date and generally having no applicability to cases initiated subsequent to issuance of Regs. on February 4, 1970, were decided in R A/S Nos. 1-6.

05 36 00

Official Time

FLRC set aside the decision of A/S in *A/SLMR No. 139* and remanded case to A/S for appropriate action based on its finding that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (FLRC No. 72A-20)

Pursuant to FLRC No. 72A-20, A/S reversed previous finding in *A/SLMR No. 139* and concluded that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Navy Dept. and Navy Weapons Sta., Yorktown, Va., A/SLMR No. 307)

A/S holding in *Navy Dept. and Navy Weapons Sta., Yorktown, Va., A/SLMR No. 139*, was that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing violated Sec 19(a)(1) of EO.

FLRC set aside the decision of A/S in *A/SLMR No. 256* and remanded case to A/S for appropriate action based on its finding that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (FLRC No. 73A-18)

Pursuant to FLRC No. 73A-18, A/S reversed previous finding in *A/SLMR No. 256* and concluded that Agency refusal to grant official time to union witnesses for participa-

tion at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Reserve Command HQ., Camp McCoy, Sparta, Wisc., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 306)

A/S holding in *Reserve Command HQ., Camp McCoy, Sparta, Wisc., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 256* was that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing violated Sec. 19(a)(1) of EO.

A/S noted that the FLRC in the Decision on Appeal in *Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139, FLRC No. 72A-20*, found that the EO does not require agencies to grant official time to union witnesses at formal unit determination hearings. Pursuant to the FLRC's Decision, A/S indicated that based on his experience and because there was an established need, he intended to promulgate a regulation granting official time status to necessary witnesses at all types of formal hearings held under Sec. 6(a)(1), (2), (3), (4) and (5) of the EO. Moreover, A/S indicated that regulation promulgated will include provision for official time for authorized representation election observers, inasmuch as employees acting as official observers facilitate his responsibilities under EO to supervise elections and to assure that elections are conducted in a fair and impartial manner. (IRS, Fresno, Calif., A/SLMR No. 309)

In view of FLRC's decision to set aside A/S findings of violation in *A/SLMR Nos. 149 and 256*, A/S dismissed complaint in *Army, Electronics Command, Fort Monmouth, N.J., A/SLMR No. 281* concerning refusal to make available on official time necessary witnesses at formal unit determination hearings. (Army, Electronics Command, Fort Monmouth, N.J., A/SLMR No. 320)

10 00 00 REPRESENTATION CASES: PRELIMINARY STAGES

10 04 00 Types of Petitions: Procedure

(For substantive matters on petitions see: *20 00 00*, "Representation Unit Determinations"; *25 20 00*, "Certification of Unit"; and *25 24 00*, "Amendment of Recognition or Certification").

10 04 04 Representation, Filed by Labor Organization (RO)

No entries.

10 04 08 Agency Doubt as to Representative's Status (RA)

Activity's CU petition treated as petition for election to determine if labor organization should cease to be exclusive representative (RA petition) since it was clear that Activity intended to raise question concerning representation and since sole procedure and appropriate vehicle for agency or activity to raise question concerning representation is RA petition. (HQ., Army Aviation Systems Command, St. Louis, Mo., A/SLMR No. 160)

RA Petition rather than CU Petition, is appropriate vehicle to seek determination of contention that recognized unit is

no longer appropriate due to reorganization. (HUD, Indianapolis, Ind., Area Office, A/SLMR No. 202)

On Activity's RA Petition, evaluation of total evidence established its good faith doubt as to exclusive representative's continued majority status and, accordingly, election was directed. (FAA, Chicago Airports District Office, Ill., A/SLMR No. 250)

Where Activity petitioned for election in a unit of all of its eligible electronic and electro-mechanical technicians, including such technicians represented on an exclusive basis by the IAM, on the grounds that a recent reorganization of its operations had rendered IAM unit inappropriate, the A/S found that the IAM unit remained intact after the reorganization and continued to be appropriate for the purpose of exclusive recognition. (DOT, SW Region, Tulsa Airway Facilities Sector, Tulsa, Okla., A/SLMR No. 364)

RA petition not appropriate and CU appropriate where accretion has occurred and therefore, petition does not raise question concerning representation. (VA Hospital, Columbia, S.C., A/SLMR No. 368)

Activity-wide unit appropriate and election directed where scope and character of former exclusively recognized units had been substantially changed. (Idaho Panhandle National Forests, Agric., A/SLMR No. 394)

10 04 12 Decertification of Representative Filed by Employee(s) (DR)

No agreement bar found to decertification petition and election ordered. (VA Cntr., Togus, Me., A/SLMR No. 317)

Agreement bars DR petition filed other than during 60-90 day period prescribed in Sec. 202(3)(c) of Regs. when there is no evidence of unusual circumstances substantially affecting unit or the status of the recognized exclusive representative. (Interior, Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

Processing of decertification petition found unnecessary where exclusive recognition of labor organization "B", sought to be decertified, was invalid because: (1) Activity had agreement for exclusive recognition with labor organization "A"; (2) during insulated period of such agreement, Activity granted exclusive recognition to labor organization "B" and did so without holding secret ballot election required by agency regulations under EO 10988. (HEW, SSA, Albany District Office, Albany, N.Y. A/SLMR No. 70)

In decertification proceeding, incumbent labor organization's disclaimer of interest in representing unit of employees is not inconsistent with its continued organizational activity among such employees as part of larger unit. Accordingly, decertification petition was dismissed properly. (R A/S No. 10)

10 04 16 Clarification of Unit (CU)

CU petition is vehicle by which parties may seek to illuminate and clarify unit inclusions or exclusions of various employees *after* basic question of representation has been resolved. CU petition is *not* proper vehicle to question appropriateness of unit or resolve issue of whether unit employees desire to continue to be represented exclusively. (HQ., Army Aviation Systems Command, St. Louis, Mo., A/SLMR No. 160, and AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

It would not effectuate purposes of EO to clarify a unit where job classifications sought to be added to unit exclusions are not filled by employees. (AAFES, Golden Gate Exchange Region, Norton AFB, Cal., A/SLMR No. 190)

Certification bar of Sec. 202.3(b) of Regs. is not applicable to CU Petition. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

CU petition held inappropriate for purpose of adding to unit categories of employees which previously were specifically excluded by the unit definition, even where the categories involved arguably may have been included appropriately within the unit when such unit was established. CU petition may be used to resolve uncertainties relating to unit inclusions or exclusions of categories of employees, when the certified or exclusively recognized unit description *does not on its face* resolve such questions. (Agric., Angeles National Forest, Pasadena, Cal., A/SLMR No. 339)

CU petition is appropriate vehicle to clarify existing employee units at Hospital to include those employees previously represented in employee units at outpatient clinic, in view of accretion and absence of a question concerning representation. (VA Hospital, Columbia, S.C., A/SLMR No. 368)

Exclusive recognition granted under EO 10988 may not be clarified or amended by mutual agreement of the parties without utilizing procedures set forth in A/S's Regs. EO 11491 establishes third-party process in Sec. 6(a)(1) to "decide questions as to the appropriate unit for the purpose of exclusive recognition and related issues . . ." (R A/S No. 54)

10 04 20

Amendment of Recognition or Certification (AC)

AC petition is proper vehicle when parties seek to conform recognition involved to existing circumstances resulting from such nominal or technical changes as change in name of exclusive representative or change in name or location of agency. AC petition is *not* proper vehicle to question appropriateness of unit or to resolve issues concerning whether or not unit employees desire to continue to be represented exclusively. (HQ., Army Aviation Systems Command, St. Louis, Mo., A/SLMR No. 160)

AC petition is appropriate vehicle for change in name of Activity. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

Change in designation of agency or activity or incumbent exclusive labor organization, while ordinarily appropriately effectuated by AC Petition, may be achieved by CU Petition, where exclusive representative was recognized under EO 10988 and therefore no certification exists. (AAFES, Alamo Exchange Region, Ft. Sam Houston, Texas, A/SLMR No. 199)

Where labor organization filed CU Petition to change its existing recognition to reflect change in designation of Activity, resulting from reorganization of Activity's operations, A/S issued order clarifying unit to reflect current designation of Activity but noted that, under current regulations, Petition for Amendment of Recognition or Certification (AC Petition), rather than CU Petition, is appropriate vehicle for seeking change in designation of Activity. (FAA, Chicago Airports District Office, Ill., A/SLMR No. 250)

Exclusive recognition granted under EO 10988 may not be clarified or amended by mutual agreement of the parties

without utilizing the procedures set forth in A/S's Regs. EO 11491 establishes third-party process in Sec. 6(a)(1) to "decide questions as to the appropriate unit for the purpose of exclusive recognition and related issues. . . ." (R A/S No. 54)

10 04 24

National Consultation Rights

No Entries

10 08 00

Posting of Notice of Petition

(See 20 24 00 for Post-Decisional Items)

Upon Petitioner's amendment of its original petition, encompassing additional employees, AA properly ordered re-posting of notice of petition, and second Petitioner's petition was timely filed during this posting period. (DOT, Fed. Highway Admin., and Bureau of Motor Car Safety, A/SLMR No. 98)

Posting of notice of petition in accordance with Sec. 202.4 of Regs. and as means of notifying potential intervenors is essential to implementation of A/S responsibility under EO. Accordingly, without prejudice to right of Activity to challenge appropriateness of unit or coverage of claimed employees under EO, Activity was directed to post notice in accordance with Sec. 202.4 of Regs. (R A/S No. 29)

10 12 00

Intervention

(See 20 24 00 for Post-Decisional Items)

RA's prior determination with respect to intervention not subject to attack at representation hearing. (BIA, Navajo Area, N.M., A/SLMR No. 99)

Where incumbent labor organization intervenes in representation proceeding and proceeds to election in overall unit encompassing smaller unit(s) in which it already holds exclusive recognition, it will have waived its exclusive recognition status in smaller unit(s) and may continue to represent employees in such units on exclusive basis only if it is certified for overall unit. (Army, Dependents' Schools, European Area, A/SLMR No. 260)

ARD erroneously permitted incumbent labor organization to participate in hearing as a "party-in-interest" on basis of negotiated agreements between it and the Activity, although it did not intervene pursuant to Sec. 202.5(c). Its name was omitted from the ballot in self-determination election. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

Late intervention denied absent showing of good cause pursuant to Sec. 202.5 of Regs. (R A/S No. 11)

AA may determine disputed ballot position under Sec. 202.7(c) of Regs. and Sec. 4(f) of Procedural Guide for the Conduct of Elections and may dismiss intervention of labor organization which declines to sign consent agreement solely because of dispute over ballot positions and refuses to allow AA to determine such positions. (R A/S No. 37)

Incumbent labor organization, like any other intervenor, may intervene only within 10 days after initial date of posting of notice of petition, and any intervention thereafter, in absence of good cause for extending period, will be considered untimely. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146; R A/S No. 43)

10 16 00**Showing of Interest**

(See 20 24 00 for Post-Decisional Items)

ARD's prior determination with respect to showing of interest not subject to attack at representation hearing. (DSA, DCASR Boston-Quality Assurance, A/SLMR No. 34; BIA, Navajo Area, N.M., A/SLMR No. 99; VA Hospital, Butler, Pa., A/SLMR No. 103)

In seasonal industries, adequate showing of interest may be established based on number of employees employed in unit at time representation petition is filed. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Challenge to validity of intervening labor organization's showing of interest, although untimely, upheld because strict adherence to ten-day challenge period, under the circumstances, would not be consistent with proper effectuation of EO in view of nature of challenge, which involved signatures of questionable authenticity. (Army Electronics Command, Fort Monmouth, N.J., A/SLMR No. 216)

Petitions filed by one labor organization for Agency-wide unit of employees, and by another labor organization for all professional registered nurses employed in Departments of Medicine and Surgery of Agency, were dismissed because of inadequate showing of interest based on following principles enunciated by A/S:

—Petitioning labor organization may not utilize in its showing of interest for broad unit, employees in existing unit covered by signed agreement which constitutes bar to election.

—Where agreement bar exists, such bar may not be waived unilaterally, and in absence of mutual waiver, petitioning labor organization may not utilize showing of interest from unit in which bar exists.

—Where Petitioner seeks unit which encompasses unit or units in which it already holds exclusive recognition (but no negotiated agreement exists), in order to permit employees in such unit or units to be counted for purposes of Petitioner's showing of interest, Petitioner will be required to waive its exclusive recognition status in such unit or units.

—Where there are agreements which are terminable at will or which contain other defects causing such agreements not to constitute bars to election sought by third party, parties to such agreements are bound by their terms, absent affirmative act of termination. In order to utilize employee members covered by such agreement for purpose of showing of interest, labor organization which is party to agreement must affirmatively indicate willingness (a) to terminate that agreement prior to election, and (b) to waive its exclusive recognition status. (VA, A/SLMR No. 240)

FLRC reversed A/S's decision in request for review of ARD's dismissal of petition in *VA Hospital, Brecksville, Ohio*, Case No. 53-4156, and remanded case for appropriate action based on its finding that A/S's action in precluding Agency management involvement in collection of showing of interest should be accomplished by procedure based on case-by-case determination. Thus, if A/S believes facts show Agency management involvement to be of such nature as to pervade any subsequently collected showing of interest, he could so rule. But, if involvement is isolated, minimal, or mitigated, A/S could selectively invalidate the limited portion of showing of interest directly affected by Agency management involvement. (FLRC No. 72A-9)

Challenge to validity of showing of interest of intervenors must be filed within 10 days after receipt by party of copy of request for intervention. (R A/S No. 7)

Challenge to validity of petitioner's showing of interest untimely, pursuant to Sec. 202.2(f) of Regs., when filed after 10-day notice posting period. (R A/S No. 13)

Request for review of ARD's dismissal of challenge to validity of showing of interest will not be entertained by A/S since Regs. make no provision for such review. (R A/S No. 21)

Request for review of ARD's dismissal of petition based upon his determination that showing of interest was inadequate will not be entertained by A/S since Regs. make no provision for such review (R A/S No. 30)

Showing of interest obtained by solicitation of single signature to dual purpose form bearing two unrelated headings inherently is confusing and resultant signatures are unreliable and unacceptable as evidence of interest. (R A/S No. 52)

10 20 00**Labor Organization Status**

Intervenor's attempt at hearing to challenge petitioner's status as labor organization improper where: (1) under Sec. 202.2(g) of Regs., challenge to status must be filed with AA within 10 days of initial date of posting of notice of petition and such challenge should be supported by evidence; and, (2) Regs. make no provision for filing request for review of ARD's action dismissing challenge to status of labor organization. (U.S. Mint, Phila., Pa., A/SLMR No. 45; Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 177; and R A/S Nos. 7, 28)

Dismissal of petition based on alleged non-compliance with Sec. 7(b) of the Order and Sec. 202.2(a)(6) of the Regs. unwarranted where Petitioner failed to serve simultaneously the Activity upon filing petition, a current roster of its officers and representatives, a copy of its constitution and by-laws, and a statement of its objectives, since Activity subsequently was served with subject documents and where, as noted, the A/S's Regs. do not specifically require that such documents be served simultaneously with the filing of a petition. (Naval Air Station, Memphis, Millington, Tenn., A/SLMR No. 346)

Appropriate challenges to status of labor organization during course of representation proceeding, pursuant to Sec. 202.2(g) of Regs., do not include challenges based on alleged violations of Standards of Conduct. (R A/S No. 9)

10 24 00**Timeliness of Petition****10 24 04****Election Bar**

Vote by employees in smaller unit against representation is no bar to inclusion of such employees in broader unit, because the broader unit is not same unit or subdivision of unit in which election had been held. (FAA, A/SLMR No. 173; FAA, A/SLMR No. 122; and 2nd Coast Guard District, St. Louis, A/SLMR No. 93)

Petition found timely filed where "untimeliness" of the petition was attributable, not to any gross laxity on the part of the Petitioner, but to other factors beyond its control, including the misdirection of the petition by the U.S. Postal

Service to another Federal Activity. (Naval Air Station, Memphis, Millington, Tenn., A/SLMR No. 346)

10 24 08

Certification Bar

Employees at two schools where certification of representative for separate units has been in effect less than 12 months are barred by Sec. 202.3(b) of Regs. from inclusion in multi-school, Activity-wide unit of similar classifications, found to be appropriate. (BIA, Navajo Area, N.M., A/SLMR No. 99)

Controlling date for determining whether certification bar to petition exists is date petition is filed. (FAA, A/SLMR No. 173)

Certification bar of Sec. 202.3(b) of Regs. is not applicable to CU Petition. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

Labor organization considered to have voluntarily waived its certification bar with respect to existing powerhouse unit when it filed Petition for more comprehensive unit, including powerhouse. (Army Engineer District, Mobile, Ala., A/SLMR No. 206)

No certification bar exists where petition is filed more than 12 months after certification of exclusive representative. (Pa. Nat'l. Guard, A/SLMR No. 254; FAA, A/SLMR No. 122)

Existing agreements do not constitute a bar to a CU petition where accretion occurs and CU petition does not raise a question concerning representation. (VA Hospital, Columbia, S.C. A/SLMR No. 368)

10 24 12

Agreement Bar

(See also: 10 44 00, "Defunctness")

Agreement covering comprehensive unit at Activity does not bar election for unit of powerhouse employees since: (1) agreement was executed before subject powerhouse became operational and has not since been applied to powerhouse; and (2) powerhouse does not constitute addition or accretion to existing unit because of separate supervision and lack of interchange of personnel. (Army Corps of Engrs., Mobile District, A/SLMR No. 7)

To constitute bar to processing petition, existing agreement should contain clearly enunciated fixed term from which any person can ascertain, without necessity of relying on other factors, appropriate time for filing representation petitions. (U.S. Mint, Phila. Pa., A/SLMR No. 45)

Agreement is no bar to processing petition where A/S held that existing agreement terminated when party stated its desire to renegotiate and therefore, only agreement between Activity and incumbent labor organization was oral and would not serve as bar. Action of Activity and incumbent labor organization in extending agreement and setting fixed termination date of January 1, 1970, or "until renegotiations were completed" meant that agreement has no fixed term or duration after January 1, 1970, and therefore, could not constitute bar to election. (National Cntr for Mental Health Services, Training and Research, A/SLMR No. 55)

Prior one-year agreement with automatic renewal clause did not bar petition for election where, at time petition filed, parties had entered into negotiations but had not consum-

mated new agreement. (GSA, Raritan Depot, Edison, N.J., A/SLMR No. 66)

No agreement bar exists to decertification petition filed at time when agreement previously forwarded for approval is returned by higher management for renegotiation at local level. Return of agreement for renegotiation removes it from status of "awaiting approval at a higher management level." (Army Corps of Engrs., Phila. Pa., A/SLMR No. 80)

Agreement terminable upon 60 days' notice by either party thereto was held to be agreement terminable at will which does not constitute bar to processing of petition, as such agreement creates uncertainty in collective bargaining inconsistent with agreement bar principles. (VA Cntr., Mountain Home, Tenn., A/SLMR No. 89; VA Hospital, Butler, Pa., A/SLMR No. 103)

Agreement renewed on annual basis through July 21, 1971, is no bar to petition filed May 5, 1971, since filing date clearly falls within "open period" of Sec. 202.3(c) of Regs. (VA Hospital, Pittsburgh, Pa., A/SLMR No. 104)

Renegotiation of agreement more than 60 days before its scheduled expiration is no bar to petition filed during "open period" of existing agreement, pursuant to Sec. 202.3(e) of Regs., regardless of whether renegotiation results in new agreement or amendment to existing agreement. (VA Hospital, Pittsburgh, Pa., A/SLMR No. 104; FAA, A/SLMR No. 122)

Ambiguity as to duration of agreement may be corrected by parties at any time during term of agreement, but such correction may not extend agreement's duration to detriment of employees or labor organizations desiring to file representation petitions. (VA Hospital, Pittsburgh, Pa., A/SLMR No. 104)

Agreement bar rule of Sec. 202.3(c) or Regs. may not be waived unilaterally by one of parties to negotiated agreement. (DOD, Overseas Dependent Schools, A/SLMR No. 110)

Where Petitioner for broad unit, such as nationwide unit, seeks to include employees who are already represented exclusively in existing, less comprehensive unit, A/S gave consideration to various conditions which existed in the smaller units at time broad-unit petition was filed and held, among other findings, that:

- a. Where there is existing or recently expired agreement and petition for broad unit was timely filed in accordance with Sec. 202.3(c) of Regs., either in "open period" of existing agreement or subsequent to its recent termination, employees in smaller, existing unit will have opportunity to vote in self-determination election on whether or not they desire to continue to be represented in their unit by their current exclusive bargaining representative. If majority indicate such desire, their existing unit would remain intact; if majority do not vote for labor organization which represents them currently, their ballots would then be pooled with those of employees voting in any unit found appropriate to result of broad-unit petition.
- b. Where there is no collective bargaining history, i.e., smaller unit is not covered by agreement or recently expired agreement, question of appropriate unit may be considered without regard to exclusive recognition for smaller unit which had been in effect when broad-unit petition was filed. (FAA, A/SLMR No. 122)

Provision in Sec. 202.3(d) of Regs. for 90-day period free from rival claim within which to consummate agreement following dismissal or withdrawal of *timely*-filed petition does not apply to dismissal of *untimely* petition. (Naval Underwater Systems Cntr., Newport, R.I., A/SLMR No. 127)

Agreement covering areawide unit at Activity does not bar petition for unit of motor pool employees, transferred to Activity after agreement was executed, as motor pool employees do not constitute addition or accretion to existing unit. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Where timely petition was withdrawn on erroneous advice of agents of LMSA that it was untimely, A/S treated resubmitted second petition from date of original petition as it would be unfair to penalize Petitioner for acting in good faith on erroneous advice of LMSA agents. (Naval Air Station, Corpus Christi, Tex., A/SLMR No. 150)

Formula for computation of 90-60 day open period for filing of petitions contained in R A/S No. 38, held not solely prospective in nature but rather explicative of earlier existing provisions on timeliness, and petition filed on 59th day prior to terminal date of agreement is untimely. (Customs Bureau, Region IV, A/SLMR No. 152)

Petition for Region-wide unit is untimely with respect to agreement covering exclusive unit of one component District of Region but residual unit of all unrepresented employees in Region is appropriate. (Customs Bureau, Region IV, A/SLMR No. 152)

Controlling date for determining whether agreement bar to petition exists is date petition is filed. (FAA, A/SLMR No. 173)

Agreement negotiated pursuant to exclusive recognition granted to nonguard labor organization under EO 10988 covering combined guard and nonguard unit in one city constitutes a bar, insofar as that unit is concerned, to Petition covering all guards in Region, and any petition, to be timely for the unit covered by the agreement, must be filed in accordance with requirements of Sec. 202.3(c) of Regs. (GSA, Region 2, New York, N.Y., A/SLMR No. 220; GSA, Region 9, San Francisco, Cal., A/SLMR No. 333)

Negotiated agreement, signed by parties at local level, and later recalled from Activity's headquarters by exclusive representative for "sole reason" of conforming agreement to newly issued amendments to EO, is bar to subsequently filed Petition. (Savannah Army Depot, and AMC Ammunition Cntr., Savanna, Ill., A/SLMR No. 228)

Newly established, petitioned for Regional Headquarters, resulting from reorganization, which includes some employees previously represented by Petitioner in a unit covered by an agreement, does not constitute relocation of former unit and agreement is not a bar to petition. (Econ. Development Adm., S.E. Regional Office, Ga., A/SLMR No. 229)

Petition filed during parties' 60-day extension of basic agreement is timely, because such temporary, stopgap agreements do not constitute final fixed-term agreement, and lack stability sought to be achieved by agreement bar principle. (Holloman AFB, Alamogordo, N.M., A/SLMR No. 235)

Agreement bar principles as set forth in Sec. 202.3(c) of Regs. are applicable irrespective of scope of unit sought. (VA, A/SLMR No. 240)

Parties to agreement terminable at will, or which contains other defects causing such agreement not to constitute bar to election sought by third party, are bound by terms of agreement, absent affirmative act of termination. (VA, A/SLMR No. 240; Bureau of the Mint, A/SLMR No. 262)

Agreement bar rule of Sec. 202.3(c) of Regs. may not be waived unilaterally by one party to negotiated agreement. (VA, A/SLMR No. 240; Bureau of the Mint, A/SLMR No. 262)

Where negotiations were not completed for agreement at local level and where no signed agreement was in effect when petition was filed, there is no agreement bar. (Bureau of the Mint, A/SLMR No. 262)

Where an Intervenor asserted that a negotiated agreement between the Petitioner and Activity was a bar to the petition, A/S found no agreement bar existed as neither the Petitioner nor the Activity asserted the agreement as a bar; the scope of the agreement was unclear; and the agreement was one of indefinite duration because its termination date was unclear. (HUD, Region II, A/SLMR No. 270)

Where Petitioner contended an agreement between the Activity and Intervenor did not constitute a bar because it was negotiated pursuant to exclusive recognition granted subsequent to effective date of EO 11491, without benefit of an election, A/S found that, as the granting of such recognition occurred more than two years prior to the raising of the issue, and as agreement was valid on its face, the Intervenor's status as exclusive bargaining representative and its negotiated agreement were not subject to attack. (HUD, Region II, A/SLMR No. 270)

Petitioner found untimely as employees in claimed unit remained in exclusively recognized unit after reorganization and negotiated agreement which constituted a bar to Depot employees in an earlier case. (Savanna Army Depot, and AMC Ammunition Cntr, Savanna, Ill., A/SLMR No. 228; AMC Ammunition Cntr, Savanna Army Depot, Ill., A/SLMR No. 291)

Agreement terminable upon 60 days' notice by either party thereto was held to be agreement terminable at will, which does not constitute bar to representation petition. (VA Hospital, East Orange, N.J., A/SLMR No. 311)

Negotiated agreement is no bar to decertification petition where duration article provides that the agreement will be renewed annually *unless* either party seeks to negotiate modifications of the agreement and the incumbent labor organization makes a timely request. (VA Cntr., Togus, Me., A/SLMR No. 317)

Agreement bars DR petition filed other than during 60-90 day period prescribed in Sec. 202.3(c) of Regs. when there is no evidence of unusual circumstances substantially affecting the unit or the status of the recognized exclusive representative of the unit. (Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

Agreement signed four days prior to filing of petition is a bar where evidence establishes that parties signing had authority to negotiate and sign, and where agreement signed contained substantial and finalized terms and conditions of employment to stabilize bargaining relationship. (Air Force, 321st Combat Support Group, Grand Forks AFB, N.D., A/SLMR No. 319)

Noting absence of a collective bargaining history with respect to city-wide unit of all the Activity's guards and Federal Protective Officers (FPO's) represented by incumbent labor organization, A/S, based on the rationale in *Federal Aviation Administration, Department of Transportation, A/SLMR No. 122*, concluded the city-wide unit was inappropriate and included such employees under Regionwide petition for all the Activity's guards and FPO's. (GSA, Region 9, San Francisco, Cal., A/SLMR No. 333)

Negotiated agreement covering certain employees in claimed unit does not constitute a bar to the inclusion of these employees in unit sought as their exclusive representative was defunct at the time petition was filed. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

Where RA petition raised issue of whether exclusively recognized units remained appropriate due to substantial change in their character and composition because of reorganization, A/S found that current negotiated agreements did not constitute bars to filing of RA petition. (Idaho Panhandle National Forests, A/SLMR No. 394)

In determining 90-60 day "open period" prior to "terminal date of agreement" for purposes of filing petition pursuant to Sec. 202.3(c) of Regs., following guidelines apply: (1) When agreement is in effect "through" specified date, such date is "terminal date." (2) When agreement is in effect "to" or "until" specified date, day before specified date is "terminal date," unless there is specific contrary provision. (3) When agreement is executed on specified date to remain in effect for one or two years from execution date, "terminal date" in specified year is day prior to calendar execution date. (4) In computing "open period" prior to "terminal date," that date itself, as defined above, is *not* included in count. (5) Petition, to be timely, must be received by appropriate AA not later than close of business of 60th day prior to agreement's "terminal date," as defined above. (6) If 60th day prior to "terminal date" falls on Saturday, Sunday or Federal legal holiday, petition, to be timely, must be received by close of business of last official workday preceding 60th day. (R A/S No. 38)

10 28 00

Status of Petitioner

Where petitioning labor organization already has exclusive recognition for unit of employees covered by its petition, and there is no challenge to its majority status in that unit, dismissal of petition is warranted since no question concerning representation exists as to these employees. (Bureau of Customs, Region V, New Orleans, La., A/SLMR No. 65; DOD Overseas Dependent Schools, A/SLMR No. 110)

Certain Sectors of Activity were included in unit found appropriate where exclusive representative of employees in these Sectors waived its status in election proceedings. (FAA, Airway Facilities Div., Eastern Region, A/SLMR No. 94)

Current exclusive representative at several schools of Activity waived its status in agreeing to inclusion of its units in larger, multi-school, Activitywide unit found to be appropriate, and may continue to represent those employees on an exclusive basis only if it is certified in the comprehensive unit found to be appropriate in the instant case. (BIA, Navajo Area, N.M., A/SLMR No. 99)

Union considered to have waived voluntarily its certification bar with respect to existing unit when it filed Petition

for more comprehensive unit. (Army Engineer District, Mobile, Ala., A/SLMR No. 206)

Newly established, petitioned for Regional Headquarters, resulting from reorganization, which includes some employees previously represented in unit covered by an agreement, does not constitute relocation of former unit and agreement is not a bar to petition. (Econ. Development Adm., S.E. Regional Office, Ga., A/SLMR No. 229)

Petition for facility-wide unit, filed while same petitioner had another petition pending for nationwide unit encompassing employees in the facility-wide unit, does not constitute abuse of administrative process where, at the time of filing nationwide unit petition, the petitioned for facility-wide unit was covered by a negotiated agreement, which possibly may have barred its inclusion in the nationwide unit. (FAA, Jacksonville Air Route Traffic Control Cntr. Fla., A/SLMR No. 231; FAA, Richmond ATC Tower, Roanoke ATC Tower, and Washington ATC Cntr., Va., A/SLMR No. 232; FAA, Minneapolis ATC Cntr., Farmington, Minn., A/SLMR No. 233; and FAA, Southern Region, Miami ATC Cntr. and Miami ATC Tower, Fla., A/SLMR No. 234)

Where petitioner seeks unit which encompasses unit or units in which it already holds exclusive recognition (but no negotiated agreement exists), in order to permit employees in such unit or units to be counted for purposes of petitioner's showing of interest, petitioner will be required to waive its exclusive recognition status in such unit or units and agree, in effect, to risk that recognition in event that it proceeds to election in broad unit and loses. (VA, A/SLMR No. 240)

By petitioning for exclusive recognition and proceeding to election in broad unit sought, petitioner waives its exclusive representation status with respect to employees in smaller, exclusively recognized units encompassed by petition, and may not continue to represent such employees if it loses election. (Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 83; Navy, Military Sealift Command, A/SLMR No. 245; Pa. Nat'l. Guard, A/SLMR No. 254).

Petition filed by a "technician-in-depth" not defective because A/S found technician-in-depth not to be either management official or supervisor. (FAA, ARTCC, Albuquerque, N.M., A/SLMR No. 277)

10 32 00

Qualifications to Represent Specified Categories of Employees

Petition for unit excluding, among others, guards, filed by petitioner whose president is employed by Activity as guard and who was co-signer of petition, is dismissed because Sec. 1(b) of EO does not authorize employees' participation in management of labor organization when such participation results in conflict or apparent conflict of interest with employees' official duties, and Secs. 10(b)(3) and 10(c) of EO preclude guards from: (1) inclusion in units with nonguard employees; and, (2) being represented by labor organizations which admit to membership employees other than guards. (VA Hospital, Brockton, Mass., A/SLMR No. 21)

Exclusion from ballot of labor organization which admits to membership employees other than guards in election for all-guard unit warranted, since EO precludes such organization from being certified as representative of guard employees. (U.S. Mint, Phila., Pa., A/SLMR No. 45; Rocky

Mountain Arsenal, Denver, Colo., A/SLMR No. 325; Naval Station, Newport, R.I., A/SLMR No. 326; GSA, Region 9, San Francisco, Cal., A/SLMR No. 333)

Petition, signed by president of petitioning labor organization, who is included in unit, dismissed where he was held to be management official, and inclusion of such employee would result in conflict of interest within meaning of Sec. 1(b) of EO. (Engineering Development Cntr., Arnold Air Force Sta., Tenn., A/SLMR No. 135)

Attorneys who advise IRS employees, who are represented by same labor organization which is petitioning for Attorneys, would not have a "conflict of interest" if labor organization were to be selected, inasmuch as both groups of employees are employees of same parent organization and work together for same overall objectives. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

Question of whether Attorneys are precluded from joining, or being represented by, labor organization which admits to membership non-Attorneys by various canons, codes or opinions of bar associations involves interpretation of such provisions, and such interpretation is neither determinative nor within scope of A/S proceeding. Petitioned for Attorneys, as professional employees, would be afforded opportunity to vote whether they desire to be represented at all and, if so, whether in unit limited to professional employees or in more comprehensive unit. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

Personnel Management Specialists, Personnel Staffing Specialists, Labor Relations Officer, and Director, Personnel Management Training Institute of CSC, who carry out CSC responsibilities of Sec. 25(a) of EO, under Sec. 3(d) may not be represented by labor organization which represents other groups of employees under EO. (St. Louis Region, CSC, A/SLMR No. 162)

Agreement negotiated pursuant to exclusive recognition granted to nonguard labor organization under EO 10988 covering combined guard and nonguard unit in one city constitutes a bar to petition covering all guards in Region, and any petition, to be timely for the unit covered by the agreement, must be filed in accordance with requirements of Sec. 202.3(c) of Regs. (GSA, Region 2, New York, N.Y., A/SLMR No. 220)

Petitioner ineligible under Sec. 24(2) of EO to represent unit of Chief Quartermasters who were found to be supervisors, where, although petitioner historically and traditionally has represented management officials and supervisors in private industry, it did not represent exclusively units of such management officials or supervisors in Federal sector on date EO became effective. (Nat'l. Ocean Survey, Pacific Marine Cntr. and Atlantic Marine Cntr., A/SLMR No. 222)

In absence of affirmative vote in election of guards for labor organization requesting unit of guards, the existing mixed unit and representation thereof may continue. (Rocky Mountain Arsenal, Denver, Colo., A/SLMR No. 325; Naval Station, Newport, R.I., A/SLMR No. 326)

Pursuant to Secs. 10(b)(3) and 10(c) of EO, neither filing of instant petition nor direction of election herein terminated existing mixed unit and existing collective bargaining relationship. (Rocky Mountain Arsenal, Denver, Colo., A/SLMR No. 325)

Where severance of guard employees from mixed unit of guard and nonguard employees represented by nonguard labor organization is found warranted, the incumbent nonguard labor organization will not be placed on the ballot. However, if the guard employees did not vote for the petitioning guard labor organization as their exclusive representative, they will be viewed to have indicated their desire to remain in the existing mixed unit represented by the incumbent nonguard labor organization. (GSA, Region 3, Wash., D.C., A/SLMR No. 347)

A guard may not serve as the president of a nonguard labor organization which represented a unit of guards and two units of nonguards at the same Activity, as, in this context, for a guard to participate in the management of such a labor organization would give rise to a conflict or apparent conflict of interest and would be incompatible with his official duties within the meaning of Sec. 1(b) of EO. (Army Materiel Command, Tooele Army Depot, Utah, A/SLMR No. 406)

10 36 00

Request for Review Rights

Request for review of ARD's denial of motion to dismiss petition will not be considered by A/S since Regs. make no provision for such review. (R A/S No. 8)

10 40 00

Area Administrator's Action

On 12-7-72, A/S announced a change in policy with respect to representation hearings, indicating those circumstances under which AA's and ARD's properly may accept agreements of the parties on unit and eligibility issues, and/or the circumstances under which hearings should be ordered. A/S stated, among other things: A hearing should be held when the AA or ARD determines that he has a significant question about the unit or employee eligibility that the agreement of the parties may be violative of the Order or A/S policies, or that the parties' agreement raises questions of policy which A/S has not considered. Pursuant to new policy, A/S remanded case to ARD for purpose of either: (1) reopening hearing to secure additional evidence, or (2) on presentation of supporting evidence for parties' agreement on claimed unit, having AA approve consent agreement. (FAA, Airway Facilities Sector, Ft. Worth, Texas, A/SLMR No. 230)

Where the parties agreed as to the scope of the unit sought and the AA approved, the hearing was limited to the specific issue which caused AA to direct hearing. (Nat'l. Science Foundation, Wash., D.C., A/SLMR No. 316)

AA has discretionary authority to withdraw his approval of consent election agreement where subsequent to approval and prior to election, significant dispute exists as to eligibility or unit problems. (R A/S No. 42)

10 44 00

Defunctness

(See also: 10 24 12, "Agreement Bar")

Exclusive representative not defunct where, after local union at facility was disbanded, its national union took affirmative action to administer the local's agreement and to provide representation for the unit employees prior to petition by rival organization. (FAA, A/SLMR No. 173)

Exclusive representative is "defunct" when it is unwilling or unable to represent employees in its exclusively recognized or certified unit. However, mere temporary inability to function does not constitute defunctness. Evidence to be considered in determining whether exclusive representative is "defunct" is limited to those facts that predate filing of petition, and those facts that, although occurring after filing, constitute integral part of events which predate petition. (FAA, A/SLMR No. 173)

Negotiated agreement covering certain employees in claimed unit does not constitute a bar to the inclusion of these employees in unit sought as their exclusive representative was "defunct" at the time the subject petition was filed. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

15 00 00 REPRESENTATION HEARING PROCEDURE

15 04 00 Role of Hearing Officer

HO has authority to continue hearing, pursuant to Sec. 202.12(k) of Regs. (Army, Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 77)

15 08 00 Motions

15 08 04 General

Petitioner's motion at hearing to bar Activity from objecting to petitioned for units because Activity failed to comply with requirements of Sec. 202.4(g) of Regs. to furnish parties with copies of its responses to respective petitions, which it had submitted to AA, denied by A/S inasmuch as petitioner: (1) had been apprised of Activity's unit objections prior to hearing; (2) participated in hearing without request for additional time to cope with Activity's unit objections; and, (3) did not suffer any material prejudice as result of Activity's dereliction, which Activity is expected to avoid in future. (DSA, DCASR, San Francisco, Cal., A/SLMR No. 112)

ARD and HO denial of motion by all parties to delay opening of hearing not prejudicial to rights of any party where evidence insufficient to establish that ARD or HO were arbitrary or capricious or abused discretion. (Customs Bureau, Region IV, A/SLMR No. 152)

Denial by HO of Intervenor's motion to hold at least one session of hearing in Puerto Rico for convenience of its witnesses held proper, despite Intervenor's contention that such denial handicapped its presentation. (Customs Bureau, Region IV, A/SLMR No. 152)

Intervenor's motion to dismiss petition on grounds that prior consolidated hearing for four separate units at Activity constituted hearing bar denied by A/S, who noted none of four petitions involved in prior proceeding encompassed employees covered by petition in question. (Army, ECOM, Ft. Monmouth, N.J., A/SLMR No. 258)

Motion to dismiss filed by Intervenor was denied by A/S, where the new petition filed was found to have been clearly

intended to amend an inadvertent error on the first, noting that there was no evidence that any party was prejudiced by the subsequent amendment. (Hq., Army Training Cntr., and Ft. Leonard Wood, Mo., A/SLMR No. 328)

15 08 08 Amendment of Petition

Generally, statement of alternative positions regarding description of petitioned for unit should not be in form of amendments to petitions. (NASA, A/SLMR No. 46)

Absent prejudice to other parties, HO should have allowed motion to amend petition at hearing, without regard to opposition by other parties. (Army, Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 77)

Cross-petition, which was amended at hearing to include broader unit, was found untimely and dismissed because amendment occurred after prescribed ten-day posting period for original petition by another petitioner. (BIA, Bethel, Alaska, A/SLMR No. 200)

Stipulation by parties during course of hearing as to supervisory status of disputed classification treated by A/S as a request to withdraw clarification of unit petition insofar as it applies to stipulated employee classification. (Pa. Nat'l. Guard, A/SLMR No. 376)

15 12 00 Evidence and Burden of Proof

Motion to dismiss petition based on labor organization's failure to present any evidence at hearing denied because parties are not required to meet burden of proof in representation proceeding involving unit determination question. (Black Hills Nat'l. Forest and Box Elder Civilian Conservation Cntr., A/SLMR No. 58)

Evidence showing composition of units at similar activities was relevant, but rejection of evidence by HO not prejudicial. (Va. Nat'l. Guard, A/SLMR No. 69)

Introduction into evidence of written opening statement by representative of Activities containing certain matters of fact, without being subject to cross-examination, permitted by HO, was erroneous. In consequence, A/S considered such facts to have no probative value, did not rely upon them and accordingly, held none of the parties was prejudiced. (Agriculture, Schenck Civilian Conservation Cntr., N.C., A/SLMR No. 116)

Letter, attached to exceptions to ALJ's Report and Recommendations filed by Respondent and not presented as evidence during hearing, was not considered by A/S, inasmuch as it is dated more than year prior to hearing and there is no contention it is either newly discovered evidence or was previously unavailable to Respondent. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117)

Labor organization failed to sustain burden of proof to establish that Agency head was arbitrary or capricious in determination excluding Audit Division employees from coverage of EO pursuant to Sec. 3(b)(4). (NASA, Mgt. Audit Office, Wash., D.C., A/SLMR No. 125)

Admission of evidence relating to number of incumbent labor organization's dues-paying members at Activity was in error but was not prejudicial and does not warrant disqualification of HO. (Military Academy, West Point, N.Y., A/SLMR No. 133)

Copy of CSC's Position—Classification Standards, concerning classification of disputed category, accepted as relevant and received into record by A/S for limited purpose for which it was tendered, reversing HO's rejection. (Army, Hq., Army Training Cntr. Engineer, Ft. Leonard Wood, Mo., A/SLMR No. 183)

HO improperly denied intervenor right of full cross-examination of witnesses presented by petitioner, and evidence is insufficient for determination of agreement bar issue. (Savanna Army Depot, and AMC Ammunition Cntr., Savanna, Ill., A/SLMR No. 228)

HO's denial of intervenor's request for appearance of witnesses and/or production of documents because intervenor did not make "personal request" upon requested witnesses held to be in error because Regs. do not require any such "personal request." (Savanna Army Depot, and AMC Ammunition Cntr., Savanna, Ill., A/SLMR No. 228)

Evidence as to whether requested unit "will promote effective dealings and efficiency of agency operations" is within special knowledge of, and must be submitted by, Agency involved. (Navy, Military Sealift Command, A/SLMR No. 245)

A/S is not bound to accept either AA's certification of a unit elsewhere which excluded project directors and "management officials" or Agency directives or policies defining a "management official" as determinative. (Defense Mapping Agency, Topographic Cntr., West Warwick, R.I., A/SLMR No. 310)

Insufficient evidence to establish that satellite units of Exchange service would not promote effective dealings and efficiency of agency operations. (Army and AF Exchange Service, NW Area Exchange, Fort Lewis, Wash., A/SLMR No. 338)

Documents signed by Support Facility Commander which are alleged to be "certifications" of supervisory duties of certain employees, are of limited probative value when in conflict with testimony of those having actual knowledge of work performed by incumbent or with an official job description. (Pa. Nat'l. Guard, A/SLMR No. 376)

Allegations that Activity improperly withdrew offer of promotion dismissed where ALJ found that even if Activity had offered and then withheld promotion, evidence was insufficient to establish a violation of the Order. (National Park Service, St. Louis, Mo., A/SLMR No. 402)

15 16 00

Unfair Labor Practice Allegations

Motion made at representation hearing to have Activity found in default because of its alleged refusal to meet with petitioner and respond to its petition, as prescribed by Secs. 202.4(f) and (g) of Regs., denied since matters which may be subject to unfair labor practices complaint may not be raised in representation proceedings. (Naval Air Rework Facility, Alameda, Cal., A/SLMR No. 61)

Question whether Activity was dilatory in its bargaining conduct, and therefore prevented consummation of agreement cannot be resolved in context of representation proceeding. Relief may be sought at appropriate time by filing unfair labor practice complaint. (Army Corps of Engrs., Phila., Pa., A/SLMR No. 80)

15 20 00

Obligation of Parties

Petition dismissed where Petitioner refused HO's request to permit its president, present at hearing, to testify because, lacking subpoena power under EO, A/S needs cooperation of parties, particularly Petitioner. (VA Hospital, Brockton, Mass., A/SLMR No. 21; DSA, DCAS, Boston, Mass., A/SLMR No. 391)

In view of dismissal of petition on other grounds, A/S found it unnecessary to rule on motions to dismiss petition where petitioner failed to appear and participate at hearing. (Aberdeen-Edgewood Exchange, A/SLMR No. 43)

When Agency has been given notice regarding employee witnesses requested to participate in formal unit determination proceedings, including reasons for their participation, where Agency deems such request unreasonable in that it exceeds what is "necessary" to proceeding, it should give requesting party written notification of decision rejecting request and reasons therefor. Such denial may be appealed to appropriate ARD prior to hearing, or to HO after opening of hearing, who may deem that disputed witnesses are necessary to proceeding and issue Request for Appearance of Witnesses. Agency's refusal to make such necessary witnesses available on official time at formal unit determination hearings, including payment of necessary transportation and per diem expenses, may be deemed violative of Sec. 19(a). (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139)

Agency's refusal to grant official time to necessary employee union witnesses at formal unit determination hearing inherently interfered with, restrained or coerced employees in exercise of rights assured by Sec. 1(a), in violation of Sec. 19(a)(1), without requiring proof of anti-union motivation. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139)

Agency not obligated to make available on official time employees who appear solely as union representatives but not as witnesses at formal unit determination hearing. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139)

A/S found that, while evidence in instant case was sufficient to reach decision, parties improperly refused to cooperate with HO in his efforts to perform his function of developing full and complete record on which A/S could render decision. A/S found refusal of Activity to supply job descriptions was indefensible and stated that in future conduct of type demonstrated by parties may require that case be remanded or dismissed. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

If Union desires that employee witness at unit determination hearing be on official time status at hearing, this desire should be communicated clearly to Agency or Activity involved prior to hearing. After employee witness has testified, Agency or Activity may request that such witness return to work. (Reserve Command Hq., Camp McCoy, Sparta, Wis., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 256)

Pursuant to FLRC No. 73A-18, A/S reversed previous finding in *A/SLMR No. 139* and concluded that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Reserve Command Hq., Camp Mc-

Coy, Sparta, Wis., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 306)

Pursuant to FLRC No. 72A-20, A/S reversed previous finding in A/SLMR No. 139 and concluded that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 307)

A/S noted that the Federal Labor Relations Council (Council) in the Decision on Appeal in *Department of the Navy and the U.S. Naval Weapons Station, Yorktown, Virginia*, A/SLMR No. 139, FLRC No. 72A-20, found that the EO does not require agencies to grant official time to union witnesses at formal unit determination hearings. Pursuant to the Council's Decision, the A/S indicated that based on his experience and because there was an established need, he intended to promulgate a regulation granting official time status to necessary witnesses at all types of formal hearings held under Sec. 6(a)(1), (2), (3), (4) and (5) of the Order. Moreover, the A/S indicated that the regulation he will promulgate will include a provision for official time for authorized representation election observers, inasmuch as employees acting as official observers facilitate his responsibilities under the EO to supervise elections and to assure that elections are conducted in a fair and impartial manner. (IRS, Fresno, Cal., A/SLMR No. 309)

15 24 00

Post-Hearing Submissions

Motion by Activity to reopen record for limited purpose of receiving newly published document, submitted with certificate of service on Petitioner, granted because of: (1) Petitioner's non-opposition; (2) peculiar nature of document; and (3) document's relevance and materiality. As document was clear on its face and absent opposition by petitioner, no time was allowed for filing supplemental briefs. (AAFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No 29)

Post-hearing stipulation by parties, setting forth additional facts pertinent to appropriateness of unit sought, accepted by A/S. (Naval Air Rework Facility, Alameda, Cal., A/SLMR No. 61)

Petitioner's motion to remand case "to clear up the clouded portions" of record and secure additional evidence denied on basis of affirmative evidence contained in record and in absence of specific exceptions having been filed to HO's proposed corrections of record, which corrected record A/S relied on in reaching decision. (Military Academy, West Point, N.Y., A/SLMR No. 133)

Joint stipulation of parties to correct official transcript rejected by HO as untimely, subsequently accepted by A/S as corrections in no way change content or meaning of record, and in interest of establishing complete factual record. (St. Louis Region, CSC, A/SLMR No. 162)

15 28 00

Remand

Cases remanded for further hearing where record failed to provide adequate basis on which to determine appropriateness of unit sought. (A/SLMR Nos. 20, 34, 76, 86, 101, 108, 111, 116, 118, 147, 163, 172, 174, 228 and 387)

Case remanded for further hearing where record fails to provide adequate basis upon which to determine professional status of certain job classifications. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Motion for remand for further proceedings granted where HO erred in denying Intervenor's request for appearance of witnesses and production of documents (Savanna Army Depot, and AMC Ammunition Cntr., Savanna, Ill., A/SLMR No. 228)

Pursuant to A/S's new policy, announced December 7, 1972, in which he indicated circumstances whereby AAs and ARDs may properly accept parties' agreements on unit and eligibility issues and/or the circumstances under which hearings should be ordered, A/S remanded case to ARD for purpose of either: (1) reopening hearing to secure additional evidence; or (2) on presentation of supporting evidence for parties' agreement on claimed unit, having AA approve consent agreement. (FAA, Airway Facilities Sector, Ft. Worth, Texas, A/SLMR No. 230)

20 00 00

REPRESENTATION UNIT DETERMINATIONS

20 04 00

Criteria

20 04 04

Community of Interest

Claimed unit is appropriate where, among other factors, included employees share a clear and identifiable community of interest which is separate and distinct from excluded employees. (See A/SLMR Nos. 2, 11, 22, 45, 58, 116, 122, 131, 145, 236, 249, 254, 260, 262, 265, 267, 270, 351, 354, 356, 358 and 392)

Test of whether alleged "professional" and "nonprofessional" employees may be joined in same unit is whether such employees share common conditions of employment, such as common supervision, leave, and benefits, and have clear and identifiable community of interest with each other, despite differences in special educational qualifications, job functions, lack of interchange and different career opportunities. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Claimed unit is not appropriate where included employees do not share a clear and identifiable community of interest which is separate and distinct from excluded employees. (See A/SLMR Nos. 4, 8, 19, 23, 36, 40, 44, 46, 49, 59, 60, 61, 64, 65, 67, 68, 71, 73, 75, 79, 82, 109, 114, 115, 119, 123, 140, 141, 156, 158, 166, 189, 237, 258, 259, 274, 309, 375, 378, 382, 389, 398 and 399)

Five claimed units, all primarily restricted to directorate-wide basis, of activity which has 17 offices and directorates held not appropriate. (Army, Picatinny Arsenal, Dover, N.J., A/SLMR No. 41)

Unit which excludes Fabrication Branch employees (shop personnel) from broad unit of professional and nonprofessional employees employed in Research and Development Technical Support Activity (TSA) found to be inappropriate. (Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 83)

Proposed unit is inappropriate because it consists of only some segments of the Activity, which lack a controlling community of interest, and is based solely on extent of organization. (2nd Coast Guard District, St. Louis, A/SLMR No. 93)

Three proposed units, each composed of geographic parts of the Activity's structure, held inappropriate where, among other factors, there is no evidence that the employees in the proposed units share an interest distinct from the other employees of Activity—other than working in different geographic locations. (DSA, DCASR, San Francisco, Cal., A/SLMR No. 112)

Where Petitioner sought an Activity-wide unit, A/S excluded employees in Audit Division as the Activity did not exercise any direction or control over such employees and they had historically been represented on a separate basis. (HUD, Region II, A/SLMR No. 270)

Claimed unit of employees found not appropriate where it included employees who work in three program services in a geographic area within the same region but who do not share a clear and identifiable community of interest because employees have little or no commonality other than they work in the same geographic area. (GSA, Fresno, Cal., A/SLMR No. 293)

20 04 08

Effective Dealings

(See 20 04 12, "Efficiency of Operations")

Insufficient evidence was offered to establish that unit of plumbers, pipefitters and related classifications of the Activity's Maintenance Division would not promote effective dealings and efficiency of operations within the meaning of Sec. 10(b) of EO. (Naval Air Station, Alameda, Cal., A/SLMR No. 6)

Unit of all WB and GS employees deemed appropriate, where same unit has existed since 1968 and there is no evidence that it hindered agency operations or effective dealings. (Public Health Service Hospital, HEW, San Francisco, Calif., A/SLMR No. 82)

Proposed unit held appropriate under all circumstances, including clear and identifiable community of interest among employees sought, particularly in view of past history of exclusive recognition covering same units without impairment of effective dealings or agency operations. (DSA, Boston-Quality Assurance, A/SLMR No. 97)

Activity contention that claimed unit of motor pool employees would fragment established area-wide employee representation and would not promote effective dealings and efficiency of operations is not supported by evidence, which is within special knowledge of, and must be submitted by, Activity. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Claimed unit is not appropriate where, among other factors, it would result in fragmented units which could not reasonably be expected to promote effective dealings and efficiency of operations. (See A/SLMR Nos. 23, 40, 41, 46, 59, 60, 61, 64, 67, 68, 71, 79, 82, 112, 114, 115, 124, 151, 156, 158, 166, 398 and 399)

Proposed unit is inappropriate because broader unit has been basis of established, effective and fair collective bargaining relationship. (GSA, Raritan Depot, Edison, N.J., A/SLMR No. 66)

Unit limited to licensed vocational nurses held inappropriate where evidence does not show ineffective or unfair representation in larger unit in which they have been represented exclusively. (Public Health Service Hospital, HEW, San Francisco, Cal., A/SLMR No. 82)

Unit limited to one WB job series appropriate but single unit of three WB job series not appropriate where, among other factors, there is past history of successful, separate representation for each of the three job series and such history indicates there have been effective dealings on that basis. (Material Command, Red River Army Depot, A/SLMR No. 131)

Unit limited to WB and GS employees in two field locations of Activity having numerous such locations held inappropriate because establishment of unit which includes some, but not all, employees who share community of interest would not promote effective dealings and efficiency of operations. (GSA, Region 7, Tex., A/SLMR No. 176)

Unit of WB employees not appropriate where, among other factors, it would be so fragmented that it could not reasonably be expected to promote effective dealings and efficiency of operations. (Richard B. Russell Research Cntr., Ga., A/SLMR No. 189)

Despite long-standing Activity collective bargaining history of many representation units—some as limited as requested unit of Housing Division WB employees, with Division's GS employees excluded—claimed unit held not appropriate where established units, with one exception, were recognized under EO 10988, and evidence demonstrates that further representational fragmentation would not promote effective dealings and efficiency of operations. (Housing Division, HQ, 9th Infantry Division and Ft. Lewis, Washington, A/SLMR No. 209)

20 04 12

Efficiency of Operations

(See also 20 04 08, "Effective Dealings")

Unit limited to all nonsupervisory WB employees of one Section of Activity's Division is appropriate rather than a Division-wide or Branch-wide unit, including GS as well as WB employees, based on a number of factors, including position of Activity that neither of the two proposed units would impair efficiency of operations. (FAA, NAFEC, Atlantic City, N.J., A/SLMR No. 15)

Activity's position that narrower of two claimed units would not adversely affect efficiency of operations is noted and self-determination election directed. (HEW, Cntr. for Disease Control, Atlanta, Ga., A/SLMR No. 132)

Activity contention that claimed unit of motor pool employees would fragment established Area-wide employee representation and would not promote effective dealings and efficiency of operations is within special knowledge of, and must be submitted by, Activity. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Claimed unit is not appropriate where, among other factors, it would result in fragmented units which could not reasonably be expected to promote effective dealings and efficiency of operations. (See A/SLMR Nos. 23, 40, 41, 46, 59, 60, 61, 64, 67, 68, 71, 75, 79, 82, 112, 114, 115, 124, 151, 156, 158, 166, 398 and 399)

Activity's position that area-wide unit and not residual unit sought was appropriate in order to promote effective dealings and efficiency of agency operations is not supported by evidence, which is within special knowledge of, and must be submitted by, Agency involved. (Army, U.S. Dependents' Schools, European Area, A/SLMR No. 260)

20 04 16

Agency Regulations and Parties' Stipulations Not Binding on Assistant Secretary

(See also: 25 12 04, "Challenges, Eligibility of Employees", for stipulations of parties related to challenges.)

Agency regulations prohibiting inclusion of off-duty military personnel in employee bargaining units are not binding on A/S if they contravene purposes of EO. (AAFES, White Sands, N.M., Missile Range, A/SLMR No. 25)

No determination made on parties' agreement to exclude military personnel where record fails to disclose whether these employees come within category of off-duty military employees, whose exclusion is unwarranted if based solely on military status. (AAFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No. 29)

ARD not bound to accept agreement of parties as to unit exclusions or inclusions nor precluded from issuing Notice of Hearing. (Alaskan Exchange System, Southern District and HQ., A/SLMR No. 32)

Employees who, regardless of classification, perform regular, recurring guard duty for substantial periods of time, are guards under Sec. 2(d) of EO and excluded from unit pursuant to Sec. 10(b)(3) of EO, notwithstanding parties' agreement to include them in unit. (Va. Nat'l. Guard, A/SLMR No. 69)

A/S made no finding with respect to temporary employees, notwithstanding parties' stipulation at hearing that such employees be excluded from unit, because the record did not set forth any facts as to how parties define "temporary employees." (Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 83)

Stipulation of parties to exclude Crew Chiefs (Lieutenants), Training Officers, and Fire Inspectors from unit of Firefighters rejected, where evidence fails to establish that employees in these categories have supervisory authority. (FAA, Nat'l. Capital Airports, A/SLMR No. 91)

Stipulations by parties resolving certain determinative challenges based on supervisory status, which were relied upon in issuing certification of representative, were revealed to be sham stipulations when certified representative subsequently filed petition for clarification of unit, seeking to include in unit, among others, the employees previously excluded by stipulation. A/S ordered the prior certification revoked because of substantial doubt as to its validity. (Ill. Air Nat'l. Guard, 182nd., A/SLMR No. 105, reversed in part, FLRC No. 71A-59)

Agreement of parties that petitioned unit is appropriate, without supporting evidence, insufficient basis for A/S to determine appropriateness. (Portland, Ore. Area Office, HUD, A/SLMR No. 111)

Parties' agreement on unit appropriateness does not entitle parties to automatic election, nor does it preclude A/S from considering appropriateness of such unit through hearing

on issues involved. (See A/SLMR Nos. 25, 26, 28, 33, 86 and 151)

Off-duty military employees who work sufficient number of hours to be classified as either regular full-time or regular part-time may *not* be excluded from unit despite Agency regulations which automatically categorize off-duty military personnel as "temporary part-time" employees regardless of time they work or otherwise automatically exclude them from units. (AAFES, Fort Huachuca, Ariz., A/SLMR No. 167)

Although parties may have been misled with respect to scope of hearing, there is no indication that either party was prejudiced by being required to produce evidence as to scope of unit and employee eligibility, despite their agreement on such issues, in order that A/S properly could carry out his responsibility under EO. (Treasury, U.S. Savings Bonds Div., Wash., D.C., A/SLMR No. 185)

A/S is not required to accept agreement of parties as to appropriateness of unit or to otherwise limit scope of hearing based on such agreement. (Nat'l. Hwy. Traffic Safety Adm., Wash., D.C., A/SLMR No. 193; Army Safeguard Logistics Command, and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

20 04 20

Previous Certification

Election directed in unit previously certified under EO 11491 and where there is lack of any disagreement between the parties to the scope of the unit. (FAA, ARTCC, Albuquerque, N.M., A/SLMR No. 277)

20 08 00

Geographic Scope

20 08 04

World-wide

No entries.

20 08 08

Nation-wide

Unit of all GS professional and nonprofessional employees, including all Bureau of Motor Car Safety (BMCS) employees, limited to Regional Office, held appropriate and unit of all BMCS employees on Nation-wide basis, inappropriate. (DOT, Fed. Highway Adm., Bureau of Motor Car Safety, A/SLMR No. 98)

Three claimed units, each composed of geographic parts of Activity's operations, held inappropriate. (DSA, DCASR, San Francisco, Calif., A/SLMR No. 112)

Nation-wide unit of all flight service specialists (FSS) employed at flight service stations of Activity, except those at which the petition is barred because of existing agreements or certifications of representation issued within the period of 12 months immediately preceding the filing of the petition, is appropriate, and narrow unit of FSS at a single station held inappropriate. (FAA, A/SLMR No. 122)

Region-wide unit of all unrepresented employees held appropriate and claims of second Petitioner for either Nation-wide field unit excluding all Regional headquarters employees or Region-wide unit in Region excluding Regional Headquarters employees are held not appropriate. (Nat'l. Weather Service, Central Region, A/SLMR No. 151)

20 08 12

State-wide

Of two proposed units, State-wide unit of all WB and GS Army National Guard technicians held appropriate, and single-installation unit of such technicians held inappropriate. (Pa. Nat'l. Guard, A/SLMR No. 9)

Comprehensive unit of all WB and GS technicians in Minnesota Army National Guard appropriate, and narrower unit of all WB technicians on State-wide basis including certain GS technicians at 66 installations in State not appropriate. (Minn. Army Nat'l. Guard, A/SLMR No. 14)

Two separate State-wide units of all WB and GS employees of (1) Air and (2) Army National Guard Technicians, as sought, excluding separately represented Army Aviation facility employees, held appropriate. (Fla. Army Nat'l. Guard, A/SLMR No. 37)

Of two proposed units, State-wide unit of all nonsupervisory GS and WB technicians in Air National Guard found appropriate, and single-installation unit of such technicians held inappropriate. (Ohio Nat'l. Guard, A/SLMR No. 44)

A/S found two separate State-wide units of Army and of Air National Guard technicians appropriate, where Petitioners had sought: (1) State-wide unit of all Army National Guard technicians; and, (2) State-wide unit of all Army and Air National Guard technicians. (Nat'l. Guard Bureau, Adj. Gen., Ga., A/SLMR No. 74)

Three claimed units, each composed of geographic parts of Activity's operations, held inappropriate. (DSA, DCASR, San Francisco, Calif., A/SLMR No. 112)

20 08 16

City-wide

Unit of all employees of the Bureau of Mines of the Department of Interior located in the Denver Metropolitan area, serviced by the Bureau's Western Administrative Office Branch of Personnel and of all employees in Denver of the Health and Safety Analysis Center of the Mine Enforcement and Safety Administration of the DOT, also serviced by the Bureau of Mines' Western Administrative Office Branch of Personnel found appropriate. (Bureau of Mines, Denver, Colo., A/SLMR No. 312)

20 12 00

Organizational Scope

20 12 04

Agency-wide

No entries

20 12 08

Activity-wide

Broad unit of both *Headquarters* and *field* employees held appropriate and narrow unit limited to employees "stationed" at Activity's Headquarters found inappropriate based on: (1) narrow unit's inclusion of some Headquarters employees who spend substantial portion of time in field, while excluding other field personnel; (2) centralized supervisory and administrative structure, with handling of all personnel matters, including grievances, at Headquarters; (3) integrated work processes and similarity of job classifications in field and Headquarters, and transfers between the

two; (4) Division-wide "bumping rights"; and (5) clear and identifiable community of interest among employees in comprehensive unit, which unit will promote effective dealings and efficiency of agency operations. (Army Engr. Dvsn., New England, A/SLMR No. 5)

Activity-wide unit of professional and non-professional employees at Veterans Administration Hospital is appropriate, with self-determination election for professionals directed. (VA Hospital, Lexington, Ky., A/SLMR No. 22)

Activity-wide unit is appropriate and narrower units proposed by three other petitioners are not appropriate. (Army Support Facility, Ft. Hayes, Ohio, A/SLMR No. 35)

Activity-wide unit composed of employees from Box Elder Civilian Conservation Center and seven subdivisions of Forest Service's Black Hills National Forest found inappropriate, but two separate units of nonsupervisory employees of: (1) the Center; and (2) the seven subdivisions of Black Hills National Forest, held appropriate. (Black Hills Nat'l. Forest and Box Elder Civilian Conservation Cntr., A/SLMR No. 58)

Overall unit of professional and nonprofessional employees in all four divisions of Activity held appropriate, if professionals select such inclusion, and narrow unit of nonsupervisory GS employees in one of four divisions held inappropriate. (HEW, Data Mgt. Cntr., A/SLMR No. 72)

Activity-wide WB and GS unit held appropriate, and unit limited to WB inappropriate. (Army, Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 77)

Broad unit of all nonsupervisory employees of Activity found appropriate. (Santa Fe Nat'l. Forest, N.M., A/SLMR No. 88)

Multi-school, Activity-wide unit of teachers, education specialists and guidance counselors held appropriate. (BIA, Navajo Area, N.M., A/SLMR No. 99)

Activity-wide unit of all professional and nonprofessional employees of the Forest Supervisor's Office and the 10 Ranger Districts in the National Forests of North Carolina may, if the professionals so vote, constitute an appropriate unit, and broader unit, including such employees and professional and nonprofessional employees of one of two Civilian Conservation Centers (CCC) located in the National Forests of North Carolina held inappropriate. (Agriculture, Schenck Civilian Conservation Cntr., N.C., A/SLMR No. 116)

Activity-wide unit of employees of Exchange Service held appropriate. (Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167)

Activity-wide unit of GS and WB employees held appropriate. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Calif., A/SLMR No. 170)

Activity-wide unit of all nonsupervisory and nonprofessional employees appropriate, and narrower unit limited to Quality Inspection Specialists not appropriate. (Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187)

Unit of all WB employees of Activity found appropriate, where no labor organization has petitioned for more comprehensive unit and Activity has no objection to petitioned for unit. (Naval Weapons Station, Yorktown, Va., A/SLMR No. 181)

Activity-wide unit of licensed marine engineers is appropriate. (Navy, Military Sealift Command, A/SLMR No. 245)

Activity-wide unit of all employees found appropriate. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Unit limited to all employees of Tactical Airlift Group found appropriate. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Activity-wide unit appropriate despite contention by Activity and Intervenor that Activity-wide unit was inappropriate and that each field office and Activity's headquarters constituted separate appropriate units. (HUD, Region II, A/SLMR No. 270)

Overall unit combining Activity's GS and WG employees duty stationed at two work locations found appropriate. (VA Hospital, East Orange, N.J., A/SLMR No. 311)

Unit of Activity's regular full-time, regular part-time, temporary part-time, intermittent and off-duty military employees held appropriate. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Activity-wide unit of all professionals and nonprofessionals at Veterans Administration Hospital found appropriate pending self-determination election of professionals pursuant to Sec. 10(b)(4) of EO. (VA Hospital, Tampa, Fla., A/SLMR No. 330)

Unit composed of GS employees, but excluding Foreign Service employees, inappropriate despite differences between the two groups in personnel systems, benefits, rights, pay scales, and certain conditions of employment, where these factors were offset by close working relationship in that some Foreign Service employees of Activity work alongside, perform same job functions, and have essentially same job classifications and supervision as the GS employees. (ACTION, A/SLMR No. 207)

Activity-wide unit of all professional and nonprofessional employees, which otherwise would be appropriate, found not appropriate where, after pending consolidation of Activity with another, a unit restricted to that petitioned for would exclude other employees who share a clear and identifiable community of interest with employees in the unit sought within the consolidated Activity and would result in such fragmentation as to preclude effective dealings and efficiency of agency operations. (Mark Twain National Forest, Springfield, Mo., A/SLMR No. 303)

Unit limited to regular full-time and regular part-time employees held not appropriate. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

20 12 12

Directorate-wide

Five claimed units, all primarily restricted to directorate-wide basis, of Activity which has 17 offices and directorates held not appropriate. (Army, Picatinny Arsenal, Dover, N.J., A/SLMR No. 41)

Unit of nonprofessional administrative, clerical and technical personnel limited to one of Activity's Directorates found inappropriate. (DSA, DESC, Dayton, Ohio, A/SLMR No. 64)

Unit limited to nonprofessional GS employees at one office of Activity's several offices and Directorates not ap-

propriate. (Naval Training Device Center, Orlando, Fla., A/SLMR No. 140)

Four separate units, each limited to a Directorate level or less, not appropriate. (Army Electronics Command, Fort Monmouth, N.J., A/SLMR No. 216)

20 12 16

Command-wide

Unit of all U.S. citizen employees of Army Base Command located on foreign soil (including off-island employees) found appropriate. (Army Base Command, Okinawa, A/SLMR No. 243)

Unit of three U.S. Army Communications Command Agency (USACC) Directorates formed as a result of a reorganization which placed all communication related activities, under same major command found not appropriate. (Army Communications Com., Ft. Sam Houston, Texas, A/SLMR No. 398)

20 12 20

Headquarters-wide

Unit of all GS and WB employees limited to Headquarters Office but excluding field employees is appropriate. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Unit of professional and nonprofessional employees at headquarters of Region is appropriate. (HEW, Regional Office VI, Dallas, Texas, A/SLMR No. 266)

Existing unit of all GS and WB employees of Activity with duty station at its headquarters found appropriate. A/S rejected Activity contention that only Region-wide unit was appropriate. A/S also rejected intervenor's contention that petitioned for unit and another unit of the Activity, both represented exclusively by Intervenor, had merged into single unit. (DSA, DCASR, Boston, Mass., A/SLMR No. 271)

Broad unit of both *Headquarters* and *field* employees held appropriate and narrow unit limited to employees "stationed" at Activity's Headquarters found inappropriate based on: (1) narrow unit's inclusion of some Headquarters employees who spend substantial portion of time in field, while excluding other field personnel; (2) centralized supervisory and administrative structure, with handling of all personnel matters, including grievances, at Headquarters; (3) integrated work processes and similarity of job classifications in field and Headquarters, and transfers between the two; (4) Division-wide "bumping rights;" and, (5) clear and identifiable community of interest among employees in comprehensive unit, which unit will promote effective dealings and efficiency of agency operations. (Army Engr. Dvsn., New England, A/SLMR No. 5)

District-wide unit held appropriate and unit limited to Internal Revenue agents at Activity's headquarters office held inappropriate. (IRS, New Orleans, La., A/SLMR No. 16)

Unit limited to Regional headquarters but excluding field employees not appropriate. (Econ. Development Adm., S.E. Regional Office, Ga., A/SLMR No. 229)

20 12 24

Field-wide

No entries.

20 12 28

Region-wide

Overall unit of all professional and nonprofessional employees located throughout Western Region of Activity held appropriate. (IRS, Western Region, A/SLMR No. 57)

Region-wide unit held appropriate. (St. Louis Region, CSC, A/SLMR No. 162)

Unit of all GS professional and nonprofessional employees, including all Bureau Motor Car Safety (BMCS) employees, limited to Regional Office, held appropriate and unit of all BMCS employees on Nation-wide basis, inappropriate. (DOT, Fed. Highway Adm., and Bureau of Motor Car Safety, A/SLMR No. 98)

Region-wide unit of all unrepresented employees held appropriate and claims of second petitioner for either Nation-wide field unit excluding all Regional headquarters employees or Region-wide unit in one Region excluding Regional headquarters employees are held not appropriate. (Nat'l. Weather Service, Central Region, A/SLMR No. 151)

Region-wide unit of all professional and nonprofessional employees of Office of Regional Counsel, Western Region, held to be appropriate. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

Region-wide unit of all professional and nonprofessional employees found appropriate. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Region-wide unit of all nonsupervisory professional and nonprofessional employees of the National Weather Service's Central Region is appropriate. (Nat'l. Weather Service Central Region, A/SLMR No. 331)

Region-wide unit of professional and nonprofessional employees found appropriate pending outcome of self-determination election among professionals. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

Residual, region-wide unit of all unrepresented nonprofessional employees found appropriate. (DSA, DCAS, Boston, Mass., A/SLMR No. 391)

Existing unit of all GS and WB employees of Activity with duty station at its headquarters found appropriate. A/S rejected Activity contention that only Region-wide unit was appropriate. A/S also rejected Intervenor's contention that petitioned for unit and another unit of the Activity, both represented exclusively by Intervenor, had merged into single unit. (DSA, DCAS, Boston, Mass., A/SLMR No. 271)

20 12 32

Division-wide

Unit of all professional employees in one of the administrative divisions of an Activity in Washington, D.C. found appropriate. (Customs Service, Wash., D.C., A/SLMR No. 354)

Division-wide unit of WG employees in an existing recognized unit encompassed by appropriate regionwide petition granted a self-determination election. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

Unit limited to all nonsupervisory WB employees of one Section of Activity's Division held appropriate rather than Division-wide or Branch-wide unit including GS as well as

WB employees. (FAA, NAFEC, Atlantic City, N.J., A/SLMR No. 15)

Overall unit of professional and non-professional employees in all four divisions of Activity held appropriate, if professionals select such inclusion, and narrow unit of non-supervisory GS employees in one of four divisions held inappropriate. (HEW, Data Mgt. Cntr., A/SLMR No. 72)

Overall unit of all GS and WB employees of Activity located in U.S. Custom House, Philadelphia, Pennsylvania, found appropriate and narrow unit of all nonsupervisory GS employees located in one division inappropriate. (Army Engr. Dstrct., Phila., Pa., A/SLMR No. 90)

Unit limited to one of 25 divisions of National Office of Activity not appropriate despite the fact that claimed unit performs both staff and operational functions in administering international aspects of Activity's domestic program. (IRS, Office of Int'n'l Operations, Wash., D.C., A/SLMR No. 141)

Unit limited to investigators and Investigative Aides in Activity's Investigation Division held inappropriate. (CEC, San Francisco Region, A/SLMR No. 175)

Unit limited to Activity's Housing Division WB employees, with GS excluded, is not appropriate. (Housing Division, HQ 9th Infantry Division and Ft. Lewis, Washington, A/SLMR No. 209)

Unit of employees of one of seven divisions of Activity's central Region, which division is composed of four separate branches which report independently to their respective branches at the National Office, found not appropriate. (Geological Survey, Central Region, Publications Div., Colo., A/SLMR No. 274)

Unit of all nonsupervisory, nonprofessional employees at one of five divisions of Activity found not appropriate. (Veterans Benefit Office, Wash., D.C., A/SLMR No. 357)

20 12 36

Area-wide

Unit limited to Area Office of Activity held appropriate. (Portland, Ore., Area Office, HUD, A/SLMR No. 153)

Unit limited to employees of a single Area Office of one of five regional program services is appropriate where unit claimed includes all employees of the Area Office and where no labor organization was seeking to represent the claimed employees in a more comprehensive unit. (GSA, Region 5, Chicago, Ill., A/SLMR No. 265)

Unit of all employees at one of Activity's 11 area organizational maintenance shops is not appropriate. (Fifth U.S. Army, 86th ARCOM, Wisc., A/SLMR No. 244)

Area-wide unit of Federal Protective Officers, except for those in recognized units where agreement bars exist, held appropriate. (GSA, Region 3, Wash., D.C., A/SLMR No. 347)

20 12 40

District-wide

District-wide unit held appropriate and unit limited to Internal Revenue agents at Activity's headquarters office held inappropriate. (IRS, New Orleans, La., A/SLMR No. 16)

Of two proposed units, District-wide unit of all nonsupervisory professional and nonprofessional employees found appropriate, and unit of all employees in three of District's offices held inappropriate. (IRS, Indianapolis Dstrct., A/SLMR No. 52)

District-wide unit of all nonsupervisory professional and nonprofessional employees, excluding Internal Revenue Service Intelligence Division employees who had been excluded pursuant to Sec. 2(b)(3) of EO, found appropriate. (IRS, Birmingham Dstrct, Ala., A/SLMR No. 186)

Unit of Deputy United States Marshals and other employees, limited to one judicial District within State, is appropriate. (Marshal's Office, Northern Dstrct of Ga., A/SLMR No. 198)

District-wide unit of all nonsupervisory nonprofessional employees found appropriate. (Army Engineer Dstrct., Mobile, Ala., A/SLMR No. 206)

Unit limited to employees of Activity's Flight Inspection District Office, Battle Creek, Michigan, found appropriate even subsequent to reorganization. (FAA, Battle Creek Mich. A/SLMR No. 313)

Unit of professional and nonprofessional employees of Newark, New Jersey District, Food and Drug Administration, HEW found appropriate. (HEW, FDA, Newark, N.J., A/SLMR No. 361)

Three claimed units, each composed of geographic parts of Activity's operations, held inappropriate. (DSA, DCASR, San Francisco, Cal., A/SLMR No. 112)

20 12 44

Branch-wide

Individual bargaining units consisting of all employees in two separate Defense Contract Administration Service Offices located within a Defense Contract Administration Services Region found appropriate. (DSA, DCASR, Cleveland, Ohio; DCASO, Columbus, Ohio; DSA, DCASR, Akron, Ohio, A/SLMR No. 372)

Unit limited to all nonsupervisory WB employees of one Section of Activity's Division held appropriate rather than Division-wide or Branch-wide unit including GS as well as WB employees. (FAA, NAFEC, Atlantic City, N.J., A/SLMR No. 15)

Unit of all nonsupervisory professional and nonprofessional employees of Activity's Los Angeles Region Appellate Branch Office excluding all other Western Region Appellate employees held inappropriate. (IRS, Western Region, A/SLMR No. 57)

Unit limited to one of five Branches of Activity Division which, in turn, is one of five Offices of Activity, is inappropriate where employees sought do not constitute grouping of craft employees. (Nat'l. Oceanic and Atmospheric Admin., Metropolitan Wash., D.C., A/SLMR No. 196)

20 12 48

Base-wide

Unit of employees of Army and Air Force Exchange Service at Fort Bliss Exchange and its satellite exchanges is appropriate. (AAFES, Fort Bliss Post Exchange, El Paso, Texas, A/SLMR No. 236)

20 12 52

Section-wide

Unit limited to all nonsupervisory WB employees of one Section of Activity's Division held appropriate rather than Division-wide or Branch-wide unit including GS as well as WB employees. (FAA, NAFEC, Atlantic City, N.J., A/SLMR No. 15)

Employees at only one of the two sections of the Activity petitioned for constitute appropriate unit because they are engaged in integrated operation, under common supervision and are generally at same location, with no interchange outside the section. Petitioned for unit, which included employees at two sections of Activity, held inappropriate. (Army, St. Louis Dstrct., Corps of Engrns., A/SLMR No. 17)

20 12 56

Multi-Installation

Claimed unit covering Miami District Office and Tampa Post-of-Duty Station of Activity held appropriate where, among other things, a unit comprised of employees of the District Office and Post-of-Duty Station would be substantially consistent with the established bargaining history of the District Office. (Small Business Admin., Miami Dstrct Office, Fla., A/SLMR No. 314)

Unit of all employees of Exchange (AAFES) Service found appropriate despite substantial geographic distance between Exchange headquarters and certain satellites and sites. (Army & AF Exchange Service, NW Area Exchange, Fort Lewis, Wash., A/SLMR No. 338)

Single-installation unit held appropriate. (AFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No. 29)

A single-facility unit limited to Coast Guard Base held appropriate, and petitioned for unit of two facilities, a Coast Guard Base and the Office of the District Commander in a single city, found inappropriate. (2nd Coast Guard Dstrct., St. Louis, Mo., A/SLMR No. 93)

Unit limited to WB and GS employees in two field locations of Activity having numerous such locations held inappropriate. (GSA, Region 7, Tex., A/SLMR No. 176)

Unit of GS employees limited to Headquarters and Installation Support Activity (HISA) and to Arsenal, not appropriate. (Picatinny Arsenal, Dover, N.J., A/SLMR No. 203)

Claimed unit of employees found not appropriate where it included employees who work in three program services in a geographic area within the same region but who do not share a clear and identifiable community of interest because employees have little or no commonality other than they work in the same geographic area. (GSA, Fresno, Cal., A/SLMR No. 293)

Unit of all GS and WB employees of one project office and all WB employees of another office following reorganization involving a merger of the two offices found not appropriate where the parties stipulated that the WB employees of each office constituted separate and distinct units, and the reorganization did not substantially or materially change the scope or character of the units involved. (Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

20 12 60

Single Installation

Unit limited to one powerhouse facility at five within Activity's District held appropriate. (Army Corps of Engrs., Mobile Dstrct., A/SLMR No. 7)

A single-facility unit limited to Coast Guard Base held appropriate and petitioned for unit of two facilities, a Coast Guard Base and the Office of the District Commander in a single city, a total of 15 facilities of the Activity serving 22 states, found inappropriate. (2nd Coast Guard Dstrct, St. Louis, Mo., A/SLMR No. 93)

Single-installation unit is appropriate, although recently consolidated for administrative purposes with two other installations. (Altus AFB Exchange, Okla., A/SLMR No. 179)

Single-installation unit appropriate because of substantial distance between claimed unit and other installations and lack of employee interchange. (Army and Air Force Exchange Service, Norton AFB, Cal., A/SLMR No. 191)

Unit limited to employees of one of two Job Corps Centers in Region of Bureau of Reclamation appropriate where, among other things, it is under different immediate supervision; and there has been no interchange. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Separate units of individual Weather Service Office of the National Weather Service located in its Central Region are appropriate. (Nat'l. Weather Service, Central Region, A/SLMR No. 331)

Single-installation units appropriate where employees in units have the same immediate terms and conditions of employment, are separated geographically from other employees of Exchange, do not interchange with employees of the other components of the Exchange and authority to hire and discipline exists at local level, with final authority for such actions resting in Exchange General Manager. (AAFES, NW Area Exchange, Fort Lewis, Wash., A/SLMR No. 338)

Unit limited to employees in only one of five field operations branches of Activity's Division held inappropriate because of lack of clear and identifiable community of interest among employees sought. (DSA, DCSAR, Atlanta, Ga., A/SLMR No. 4)

Of two proposed units, State-wide unit of all WB and GS Army National Guard technicians held appropriate, and single-installation unit of such technicians held inappropriate. (Pa. Nat'l. Guard, A/SLMR No. 9)

Unit of all nonsupervisory GS employees at Activity's Materials Engineering Laboratory, which is one of Activity's 17 offices and directorates, held inappropriate since such employees do not possess clear and identifiable community of interest. (Army, Picatinny Arsenal, Doxer, N.J., A/SLMR No. 40)

Of two proposed units, State-wide unit of all nonsupervisory GS and WB technicians in Air National Guard found appropriate, and single-installation unit of such technicians held inappropriate. (Ohio Nat'l. Guard A/SLMR No. 44)

Unit limited to employees in only one school in the European Area which contains 218 schools held inappropriate.

(DOD Overseas Dependent Schools, A/SLMR No. 110)

Separate units of all nonsupervisory GS employees of 6486th Supply Squadron and of 6486th Services Squadron, or an alternative unit combining the above employees, all held appropriate. (6486th Air Base Wing, Hickam Air Field, Hawaii, A/SLMR No. 119)

Nation-wide unit of all flight service specialists (FSS) employed at flight service stations of Activity, except those at which the petition is barred because of existing agreements or certifications of representation issued within the period of 12 months immediately preceding the filing of the petition, is appropriate, and narrow unit of FSS at a single station held inappropriate, (FAA, A/SLMR No. 122)

Unit of technicians of certain support groups only and limited to one of multiple locations of Activity in State, not appropriate because of no community of interest separate and distinct from other technicians. (Miss. Nat'l. Guard, Thompson Field and Camp Shelby, A/SLMR No. 123)

Unit limited to employees at duty stations outside of Forest Supervisor's office held inappropriate. (Sierra Nat'l. Forest, Calif., A/SLMR 156)

Unit limited to employees at one location of Officers' Open Mess, which is one of six non-appropriated fund (NAF) operations of Activity, held inappropriate. (HQ & Installation Support Activity (AVSCOM), St. Louis, Mo., A/SLMR No. 165)

Two separate units, each limited to one of 16 components of Activity, held inappropriate. (HEW, HSMHA, Metropolitan Wash., D.C., A/SLMR No. 192)

Petitioned for unit of all employees of Army Aviation Detachment, one of 12 subdivisions of Headquarters and Installation Support Activity which provides overall maintenance support to Army Electronics Command at Fort Monmouth, found inappropriate. (Army, ECOM, Fort Monmouth, N.J., A/SLMR No. 258)

Despite reorganization, petitioned for unit found not appropriate where claimed employees remained in the exclusively recognized unit currently represented by an exclusive bargaining agent and covered by an existing agreement. (AMC Ammunition Centr., Savanna Army Depot, Ill., A/SLMR No. 291)

Petitioned for unit of all employees of a Laboratory Complex which is the physical site for only four of the twelve Research Units under the jurisdiction of the Area Director, Southwest Arizona-New Mexico Area of the Agency, to whom each of the Research Units reports directly, found inappropriate. (Bee Research Lab Complex, Tucson, Ariz., A/SLMR No. 369)

20 12 64

Occupational Classification

Unit limited to one WB job series appropriate but single unit of three WB job series not appropriate. (Material Command, Red River Army Depot, A/SLMR No. 131)

Nationwide unit comprised solely of all Air Traffic Control Specialists (Controllers) employed at air traffic control terminals, air traffic control centers, and combined stations and towers (except those at which petition is barred because

of certifications or negotiated agreements) held appropriate. (FAA, A/SLMR No. 173)

Unit limited to Air Traffic Controllers, excluding Teletype Operators and Flight Data Aides, found appropriate. (FAA, Jacksonville Air Route Traffic Control Center, Fla., A/SLMR No. 231)

Unit of all nonsupervisory livestock inspectors employed by Activity in one State found appropriate. (Vet. Services-Animal Health Program, Madison, Wis., A/SLMR No. 249)

Separate unit of registered nurses found appropriate. (HEW, Public Health Service Hospital, Boston-Brighton, Mass., A/SLMR No. 267)

Unit of custodial employees employed at two Activities is not appropriate because employees included do not share clear and identifiable community of interest. (Army Special Services, Ft. Benning, Ga., A/SLMR No. 36)

Two alternative proposed units of Procurement Office employees at NASA Headquarters—one comprised of all nonsupervisory GS employes, including professionals, and the other comprised of professional employees only—found inappropriate. (NASA, A/SLMR No. 46)

Unit of all employees holding electrical ratings in Activity's Production Department found inappropriate. (Naval Air Rework Facility, Alameda, Calif., A/SLMR No. 49)

Unit of Production Controllers and Electronic Technicians in Activity's Operations Analysis Division found inappropriate. (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 59)

Unit of pharmacists at Veterans Administration Hospital held inappropriate. (VA Hospital, Lexington, Ky., A/SLMR No. 22)

Unit of nurses at Veterans Administration Hospital held appropriate. (VA Hospital, Buffalo, New York, A/SLMR No. 60)

Unit of employees working in Navy Calibration and in Industrial Calibration Laboratories of Activity's Production and Production Engineering Departments, respectively, held inappropriate. (Naval Air Rework Facility, Alameda, Calif., A/SLMR No. 61)

Unit composed solely of all customs inspectors in Region found inappropriate. (Bureau of Customs, Region V, New Orleans, La., A/SLMR No. 65)

Unit limited to employees in only one of five divisions of Production Engineering Department held inappropriate. (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 75)

Unit limited to nine employees in only one of Activity's approximately 20 branches held inappropriate. (Cmdr. Service Force, Atlantic Fleet, A/SLMR No. 78)

Unit limited to teletype employees of Activity held inappropriate. (GSA, Atlanta, Ga., A/SLMR No. 109)

Unit of technicians of certain support groups only and limited to one of multiple locations of Activity in State, inappropriate. (Miss. Nat'l. Guard, Thompson Field and Camp Shelby, A/SLMR No. 123)

Unit limited to employees holding pneumatic ratings in Activity's Power Plant Division held inappropriate. (Naval

Air Rework Facility, NAS, Alameda, Calif., A/SLMR No. 158)

Unit of GS Army reserve technicians limited to 4 of 13 Army Reserve Commands serviced by same Civilian Personnel Office, inappropriate. (Army, HQ., Camp McCoy, Wisc., St. Louis Metro Area, A/SLMR No. 166)

Two alternative proposed units of boat operating personnel at Statue of Liberty National Monument—one comprised of all regular and regular part-time Motorboat Operators and Deckhands on Liberty Island Launch; alternative comprised solely of Motorboat Operators—both found inappropriate. (Statue of Liberty, Liberty Island, N.Y., A/SLMR No. 171)

Unit limited to Investigators and Investigative Aides in Activity's Investigation Division, held inappropriate. (CSC, San Francisco Region, A/SLMR No. 175)

Activity-wide unit of all nonsupervisory and nonprofessional employees, appropriate, and narrower unit limited to Quality Inspection Specialists, inappropriate. (Lone Star Army Ammunition Plant, Texarkana, Tex. A/SLMR No. 187)

Unit of nonsupervisory livestock inspectors of Activity in Wisconsin held appropriate on functional basis specified in Sec. 10(b) of EO. (Vet. Services-Animal Health Program, Madison, Wisc., A/SLMR N. 249)

Separate unit of registered nurses, rather than unit of all employees of Activity, is appropriate. (HEW, Public Health Service Hospital, Boston-Brighton, Mass., A/SLMR No. 267)

20 16 00 Special Situations

20 16 04 Severance

For future guidance, A/S announced that, except in unusual circumstances, it will best effectuate policies of EO not to sever unit from existing unit where evidence shows that established, effective and fair collective bargaining relationship is in existence. (Naval Construction Battalion Cntr., Davisville, R.I., A/SLMR No. 8)

Petition for unit of most of WB employees which, in effect, would sever such group from existing unit of both WB and GS employees, held inappropriate and petition dismissed where: (1) employees in proposed unit do not have clear and identifiable, separate community of interest which would entitle them to separate representation; (2) unlike existing unit, proposed unit would tend to promote neither effective dealings nor efficiency of agency operations. Comprehensive existing unit, rather than petitioned unit, is appropriate because, within existing unit, there are: (1) common benefits and hours; (2) transfer and interchange; (3) common labor policies; (4) integrated operations; (5) bargaining history; and, (6) centralized administration. Effective dealings between parties and efficiency of operations have been promoted by existing relationship which has been effective and fair, and interests of WB employees have not been neglected. (Naval Construction Battalion Cntr., Davisville, R.I., A/SLMR No. 8)

A/S denied craft severance, sought in two separate petitions for: (1) unit of machinists and related classifications;

and, (2) unit of pipe coverers and insulators and related classifications because: (a) evidence shows established, effective and fair collective bargaining relationship exists for employees involved in proposed severance; (b) there is marked degree of integration of work processes; and (c) in spite of history of separate representation for some of crafts at Activity and recognized craft status for number of classifications petitioned for, the craft skills and training are only some of multiple factors to be considered and are insufficient grounds for proposed severance. (Boston Naval Shipyard, A/SLMR No. 18)

Severance of guards from combined guard-nonguard unit is consistent with purposes and policies of EO. (GSA, Region 9, San Francisco, Cal., A/SLMR No. 333; Naval Station, Newport, R.I., A/SLMR No. 326; Rocky Mountain Arsenal, Denver, Colo., A/SLMR No. 325; and, U.S. Mint, Phila., Pa., A/SLMR No. 45)

Severance of unit of certain inspectors held inappropriate where inspectors do not possess clear and identifiable community of interest apart from other production and maintenance employees (Hunters Pt. Naval Shipyard, A/SLMR No. 62)

Severance of unit of Tool and Gauge Checkers from existing production and maintenance unit held inappropriate. (Rock Island Arsenal, Ill., A/SLMR No. 63)

Severance denied for unit of all nonsupervisory GS and WB employees at one of Activity's depots from existing multi-depot unit. (GSA, Raritan Depot, Edison, N.J., A/SLMR No. 66)

Severance of firefighters from existing Activity-wide unit denied, absent unusual circumstances, although facts might lead to different outcome were this case of initial organization. (Naval Air Station and Naval Air Test Cntr., Patuxent River, Md., A/SLMR No. 73)

Severance of registered nurses from larger professional unit denied. (VA Cntr., Togus, Maine, A/SLMR No. 85)

Severance of registered nurses from Activity-wide unit of professional and nonprofessional employees denied. (VA Cntr., Mountain Home, Tenn., A/SLMR No. 89)

Unit which would exclude Canteen employees from existing, more comprehensive unit in existence since 1965 held inappropriate. (VA Hospital, E. Orange, N.J., A/SLMR No. 92)

Severance of guards from combined guard-nonguard unit is consistent with purposes and policies of EO in light of Sec. 10(b)(3) and Sec. 10(c), despite history of bargaining in combined unit, and constitutes exception to policy enunciated in *United States Naval Construction Battalion Center*, A/SLMR No. 8. (U.S. Mint, Phila., Pa., A/SLMR No. 45; DSA, Defense Depot, Memphis, Tenn., A/SLMR No. 107)

Severance of firefighters from existing Activity-wide unit denied. (Naval Air Station, Moffet Field, Cal., A/SLMR No. 130)

Severance from Activity-wide unit denied for either unit of nonsupervisory WB employees or, in alternative, unit of nonsupervisory WB employees and GS employees who work in clerical capacity in direct support of the WB employees. (Military Academy, West Point, N.Y., A/SLMR No. 133)

Severance of firefighters from existing Activity-wide unit denied. (Naval Air Station, Corpus Christi, Tex., A/SLMR No. 150; affirmed FLRC No. 72A-24)

Severance from existing unit denied where there is no evidence that incumbent labor organization has failed to represent petitioned for employees in fair and effective manner. (FAA, A/SLMR No. 173; Naval Air Station, Quonset Pt., R.I., A/SLMR No. 201; Interior, BIA, Fort Apache Agency, Phoenix, Ariz., A/SLMR No. 363)

Severance denied for unit of Production Controllers and Electronic Technicians in Operations Analysis Division from existing, and essentially, Activity-wide unit, where claimed employees have been part of larger unit for some time and there is no evidence that they have been ineffectively or unfairly represented. (Naval Rework Facility, Quonset Pt., R.I., A/SLMR No. 215)

Severance of Air Traffic Controllers from existing unit of Controllers and Teletype Operators denied where: (1) there was no evidence that either Controllers or Teletype Operators in unit had been represented in other than fair and effective manner; (2) contention that if existing unit remained intact and Petitioner exclusive representative, interests of Teletype Operators might suffer, since substantially all other employees represented by Petitioner are Controllers, was deemed speculative and without merit; and (3) Petitioner expressed willingness to represent employees in any unit deemed appropriate. (FAA, Southern Region, Miami ATC and Miami ATC Tower, Fla., A/SLMR No. 234)

Petition seeking to sever a unit of all Staff Nurses from an existing, Activity-wide unit found not appropriate because the record failed to establish that the incumbent labor organization had failed or refused to render fair and effective representation to employees sought. Applying the principles enunciated in *United States Naval Construction Battalion Center*, A/SLMR No. 8, A/S dismissed the petition. (VA Hospital, Portland, Ore., A/SLMR No. 308)

Severance denied for a claimed unit of Planners and Estimators and Maintenance Schedulers in Public Works Department from existing, and essentially Activity-wide unit, where claimed employees have been represented by incumbent for over 10 years and there was no evidence that the employees sought had not been effectively and fairly represented or that their community of interest with the other employees in the existing unit had been destroyed. (Philadelphia Naval Shipyard, Pa., A/SLMR No. 382)

20 16 08

Accretion

Agreement covering comprehensive unit at Activity does not bar election for unit of powerhouse employees because: (1) agreement was executed before subject powerhouse became operational and has not since been applied to powerhouse; and (2) powerhouse does not constitute addition or accretion to existing unit because of separate supervision and lack of interchange of personnel. (Army Corps of Eng'rs, Mobile Dstrct., A/SLMR No. 7)

Activity acquisition of jurisdiction over an Outpatient Clinic raised the question of whether such acquisition represents an accretion or addition to the existing unit already exclusively represented by a labor organization. A/S found it unnecessary to decide the accretion issue because of a finding that the more comprehensive unit petitioned for, of which the Outpatient Clinic was a portion, is inappropriate. (VA Hospital, E. Orange, N.J., A/SLMR No. 92)

Motor pool employees transferred to Activity do not constitute addition or accretion to existing area-wide unit. (GSA,

Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Petitioned for unit, transferred when facility closed, constitutes addition or accretion to existing unit exclusively represented by Intervenor where: (a) although transferred unit is tenant at its new Base, existing unit at such Base covers various other tenants and host organization; (b) at new location all employees, including those of claimed unit; (1) share same physical location and, in many instances, same facilities; (2) participate in training and other programs; (3) are subject to same personnel policies, including promotion and RIF procedures, administered centrally; and (4) have similar skills and related job classifications; and (c) employees in claimed unit have been physically and administratively integrated with employees in existing unit and are engaged in functionally similar work, with interchange and transfer between the two groups. Accordingly, as petitioned for employees have been effectively merged into exclusively recognized unit and as such unit was covered by agreement at time of petition, petition dismissed. (434th S.O.W., Grissom Air Force Base, Ind., A/SLMR No. 149)

Exclusively represented unit of employees at Fort Dix Post Exchange is clarified (and name of Activity is changed) to include unrepresented employees formerly employed by McGuire Air Force Base Exchange. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

A/S found that reorganization involving unit of 67 guards allegedly being merged into unit of 10 guards did not raise good faith doubt of majority status in latter unit in that reorganization was administrative only and no accretion occurred. A/S noted employees of one unit had not been so thoroughly combined and integrated into the remaining unit that one had lost its separate identity and that its employees lost their separate and distinct community of interest. Accordingly, RA petition dismissed. (Army, Aberdeen Proving Ground Command, Md., A/SLMR No. 282)

Professional employees of a mixed unit of professionals and nonprofessionals of a discontinued activity constitute an accretion to an existing unit of professionals, and the nonprofessional employees of the same mixed unit of professionals and nonprofessionals constitute an accretion to an existing unit of nonprofessionals. (Army Safeguard Systems Com., Huntsville, Ala., A/SLMR No. 288)

Employees of Maintenance Division of Kennedy Center Support Group did not constitute addition or accretion to existing, exclusively recognized unit of employees of the National Capital Parks. (JFK Cntr., Wash., D.C., A/SLMR No. 305)

Abolishing one facility and assigning its functions to another facility did not substantially or materially change the scope and character of existing units. (Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

Accretion occurred where employees in the professional and nonprofessional units at former Outpatient Clinic were thoroughly combined and integrated into the existing units at Hospital. (VA Hospital, Columbia, S.C., A/SLMR No. 368)

Petition for clarification of unit seeking to clarify an existing exclusively recognized bargaining unit by adding approximately 46 unrepresented employees of the former Kirtland Air Force Base Exchange to the 116 employees of the former Sandia Base Exchange unit who currently are represented

by an exclusive representative is denied. Notwithstanding reorganization, there remain viable and identifiable groups of employees performing the former Sandia Base Exchange and Kirtland Air Force Base Exchange functions. (Army & AF Exchange Service, Kirtland AFB Exchange, Dallas, Tex., A/SLMR No. 371)

Joint petitions for clarification of existing, exclusively recognized unit denied where, among other things, the employees were not so thoroughly combined or integrated as to constitute accretions or additions to previously existing units. (Tooele Army Depot, Tooele, Utah, A/SLMR No. 389)

No accretion found as a result of reorganization and, therefore, Respondent held not obligated to consult, confer, or negotiate with the Complainant with regard to administratively transferred employees. (Nat'l. Oceanic & Atmospheric Admin., Wash., D.C., A/SLMR No. 285)

20 16 12 Eligibility

In case involving "seasonal" employees where majority have been employed on regular basis and work different intervals during year, voting eligibility period encompasses employees engaged at any time between January 1, 1971 and payroll period ending immediately prior to date of Decision. (Santa Fe National Forest, N.M., A/SLMR No. 88)

Seasonal Supervisor, who acts as supervisor four months per year and spends remaining eight months of year as rank-and-file employee, included in unit only during period he spends as rank-and-file employee, and is eligible to vote only if election is held during period that he is rank-and-file employee. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Certain employees geographically located within Region, excluded because they did not share a clear and identifiable community of interest with the Regional employees. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

Certain employees geographically located outside the Region, included because they shared a clear and identifiable community of interest with the Regional employees. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

20 16 16 Residual Employees

Residual, base-wide unit of all nonsupervisory WB employees, not currently covered by exclusive recognition, appropriate where: (1) this group generally has common terms and conditions of employment; (2) it includes all of remaining unrepresented WB employees at Activity; and, (3) no other labor organization is seeking to represent these employees on any other basis. (Naval Air Station, Alameda, Cal., A/SLMR No. 6)

Employees in southern branch of Activity's Eastern Region constitute appropriate residual unit under all circumstances, including recent reorganization of Activity and fact that employees sought are the only remaining unrepresented employees in Region. (FAA, Airway Facilities Div., Eastern Region, A/SLMR No. 94)

Residual unit of all remaining unrepresented employees at Activity found appropriate based on: (1) common overall mission of patient care; (2) common location; and (3) respon-

sibility to same administrator. (HEW, St. Elizabeth's Hospital, Wash., D.C., A/SLMR No. 102)

Combination residual unit of unrepresented employees and some employees already represented on an exclusive basis, proposed by Activity, held inappropriate because the exclusive representative had not waived its exclusive recognition status. (HEW, St. Elizabeth's Hospital, Wash., D.C., A/SLMR No. 102)

Motor pool employees, including GS office employees of motor pool, constitute appropriate residual unit where: (a) these employees combined are the only remaining unrepresented employee group at Activity; (b) they share clear and identifiable community of interest in that all are engaged in common mission of operating motor pool, are located in same general area, and share common overall supervision; and (c) Activity contention that claimed unit would fragment established area-wide employee representation and would not promote effective dealings and efficiency of operations is not supported by evidence, which is within special knowledge of, and must be submitted by, Activity involved. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Petition for Regionwide unit is untimely with respect to agreement covering an exclusive unit of one component District of Region but residual unit of all unrepresented employees in Region is appropriate where: (a) entire Region has common: (1) hiring policies; (2) duties within same classification; (3) evaluation requirements; (4) pay policy; (5) centralized supervisory hierarchy; and (6) personnel and labor relations policies; (b) there is substantial degree of transfer within Region; and (c) there is high degree of organizational cooperation and interrelationship in achieving Activity mission. (Customs Bureau, Region IV, A/SLMR No. 152)

Residual statewide unit of all California Air National Guard civilian technicians, including technicians of 146th Tactical Airlift Wing and of four unrepresented squadrons of 261st Mobile Communications Group, considered appropriate, rather than petitioned for unit comprised solely of technicians in 146th Tactical Airlift Wing. (Cal. Air Nat'l. Guard HQ., 146th Tactical Airlift Wing, Van Nuys, Cal., A/SLMR No. 259)

Residual, area-wide unit of all nonsupervisory school personnel in some 32 schools (including five established after petition was filed), not currently covered by exclusive recognition, found appropriate. (Army, U.S. Dependents' Schools, European Area, A/SLMR No. 260)

Residual Activity-wide unit found appropriate excluding two installations at which petition was barred because of negotiated agreements. (Bureau of the Mint, A/SLMR No. 262)

Residual unit of all employees of the Kennedy Center Support Group, including those in the Division of Visitor Services, considered appropriate rather than unit limited to petitioned for employees of Maintenance Division of Kennedy Center Support Group. (JFK Center, Wash., D.C., A/SLMR No. 305)

Residual area-wide unit of Federal Protective Officers, except those in recognized units where agreement bars exist, held appropriate. (GSA, Region 3, Wash., D.C., A/SLMR No. 347)

Residual, Activity-wide unit of professional and nonprofessional GS employees found appropriate. (DSA, Tracy, Cal., A/SLMR No. 386)

Residual, Regionwide unit of all unrepresented nonprofessional employees, found appropriate. (DSA, DCAS, Boston, Mass., A/SLMR No. 391)

20 16 20

Self-Determination

(For self-determination involving professional employees, see: 20 20 00, "Employee Categories and Classifications, Professional Employees". See also: 20 12 64, "Occupational Classification").

Plumbers, pipefitters and related classifications working in Activity's Maintenance Division may constitute a separate appropriate unit or be included in more comprehensive residual, base-wide unit of all nonsupervisory WB employees not covered currently by exclusive recognition. Plumbers, pipefitters and related classifications are granted a self-determination election because they work in close proximity to each other, with common supervision, and constitute functionally distinct craft, with clear and identifiable community of interest. Insufficient evidence was offered to establish that the plumbers unit would not promote effective dealings and efficiency of agency operations within meaning of Sec. 10(b) of EO, particularly in view of past history of Activity having accorded exclusive recognition to six separate units, without any record evidence of impairment of effective dealings or efficiency of operations. (Naval Air Station, Alameda, Cal., A/SLMR No. 6)

Nonprofessional employees working in laboratory situation and with animals in animal breeding or holding areas may constitute separate appropriate unit or be included in more comprehensive, Activity-wide unit of nonprofessional employees and, accordingly, are granted self-determination election where employees in each of these two claimed units: (a) share centralized personnel program and staff services and generally have same terms and conditions of employment; but (b) are physically separated and have little actual day-to-day contact; (c) have different functions, and generally, different backgrounds, interests and goals; and (d) have minimal transfers and interchange. In granting self-determination, A/S noted that Sec. 10(b) of EO specifically permits establishment of unit on functional basis and found narrower group constitutes functionally distinct group, with clear and identifiable community of interest, which narrower group, Activity acknowledged, would not adversely affect efficiency of operations. (HEW, Cntr. for Disease Control, Atlanta, Ga., A/SLMR No. 132)

Self-determination election granted professionals, including registered nurses, in an Activity-wide unit of professional and nonprofessional employees at Veterans Administration Hospital. (VA Hospital, Tampa, Fla., A/SLMR No. 330)

20 16 24

Supervisory Unit

Unit of supervisory licensed marine engineers found appropriate under Sec. 24(2) of EO where Union involved had traditionally represented exclusively units of licensed marine engineers in private industry and also at Activity on effective date of EO. (Navy, Military Sealift Command, A/SLMR No. 245)

20 16 28

Reorganization

CU Petition, treated as RA petition, dismissed where, despite reorganization of Activity which added new duties and employees, previously certified unit remained viable because employees in certified unit generally continued to perform same duties as they had prior to reorganization, with new employees performing the added functions, and with minimal interchange, transfer or commingling between the two groups of employees. (HUD, Indianapolis, Ind., Area Office, A/SLMR No. 202)

Even after reorganization, petition for smaller unit found not appropriate where claimed employees remained in the exclusively recognized unit currently represented by an exclusive collective bargaining agent and covered by an existing collective bargaining agreement. (AMC Ammunition Cntr., Savanna Army Depot, Ill., A/SLMR No. 291)

Unit limited to employees of Activity's Flight Inspection District Office, found appropriate even subsequent to reorganization. (FAA, Battle Creek, Mich., A/SLMR No. 313)

RA petition dismissed where Activity's reorganization did not substantially or materially change the scope or character of 3 existing units of employees. (Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

Employees of the Health and Safety Analysis Center, formerly within the Bureau, but now, due to a recent reorganization, part of the newly created Mine Enforcement and Safety Administration of the Department of the Interior, continued to share a community of interest with the employees of the Bureau serviced by the Western Administrative Office, Branch of Personnel and should be included in the unit found appropriate. (Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

A/S rejected Activity contention that GS employees of the Army Strategic Communications Command and the Army Health Services Command should be excluded from the appropriate unit due to reorganization which removed them from the administrative control of the Base Commander. (HQ., Army Training Cntr., and Ft. Leonard Wood, Mo., A/SLMR No. 328)

Despite a recent reorganization which established CSLA as a separate Activity, the employees of CSLA continued to share a community of interest with employees in the existing unit. (Strategic Communications Com., Ft. Huachuca, Ariz., A/SLMR No. 351)

Where Activity petitioned for an election in a unit of all of its eligible electronic and electro-mechanical technicians, including such technicians represented on an exclusive basis by the IAM, on the grounds that a recent reorganization of its operations had rendered the IAM unit inappropriate, the A/S dismissed the petition finding the IAM unit remained intact after the reorganization and continued to be appropriate for the purpose of exclusive recognition. (DOT, SW Region, Tulsa Airway Facilities Sector, Tulsa, Okla., A/SLMR No. 364)

As a result of a reorganization which involved Outpatient Clinic being abolished and its functions and personnel merged and absorbed by the Hospital, the employees of the former Outpatient Clinic became intermingled with those of the Hospital and accreted to the existing employee

bargaining units. (VA Hospital, Columbia, S.C., A/SLMR No. 368)

Petition for clarification of unit seeking to clarify an existing exclusively recognized bargaining unit by adding approximately 46 unrepresented employees of the former Kirtland Air Force Base Exchange to 116 employees of the former Sandia Base Exchange unit who currently are represented by an exclusive representative is denied. Notwithstanding reorganization, there remain viable and identifiable groups of employees performing the former Sandia Base Exchange and Kirtland Air Force Base Exchange functions. (Army & AF Exchange Service, Kirtland AFB Exchange, Dallas, Tex., A/SLMR No. 371)

Following transfer of function from one command to another, employees involved in the transfer continued to perform job functions similar to those previously performed, under similar working conditions and at the same general location. Established bargaining unit clarified to include transferred functional group. (Camp McCoy, Sparta, Wisc., A/SLMR No. 377)

Despite administrative merger which resulted from reorganization, joint petitions for clarification of existing, exclusively recognized unit denied. (Tooele Army Depot, Tooele, Utah, A/SLMR No. 389)

Following reorganization, consolidated unit of three former units found appropriate and election directed pursuant to an RA petition where there is a clear and identifiable community of interest within claimed unit and former units no longer hold communities of interest separate and distinct from each other. (Idaho Panhandle National Forests, A/SLMR No. 394)

Unit of three U.S. Army Communications Command Agency (USACC) directorates formed as a result of a reorganization which placed all communication related activities under same major command found not appropriate. (Army Communications Com. Agency, Ft. Sam Houston, Texas, A/SLMR No. 398)

20 20 00

Employee Categories and Classifications

Accountant is professional employee. (Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187; Army Safeguard Logistics Command, and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Administrative Employees included in unit with Deputy United States Marshals. (U.S. Marshal's Office, Northern Dstret. of Ill., A/SLMR No. 197; U.S. Marshal's Office, Northern Dstret. of Ga., A/SLMR No. 198)

Attorneys

(See also: 10 32 00, "Qualifications to Represent Specified Categories of Employees")

Attorneys in claimed unit are professional employees and are afforded opportunity to vote whether they desire to be represented at all and, if so, whether in unit limited to professional employees or in more comprehensive unit. Question of whether Attorneys are precluded from joining, or being represented by, labor organization which admits to membership non-Attorneys, by various canons, codes or opinions of bar associations, involves interpretation of such provisions, and such interpretation is neither determinative

nor within scope of A/S proceeding. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161; IRS, Birmingham Dstrct., Ala., A/SLMR No. 186; Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Architect is professional employee. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Assistant County Supervisors are not professional employees where general college background is sufficient to perform required job function. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Auditor is professional employee. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Biologist, Wildlife is professional employee. (Bureau of Land Mgt., Dstrct Office, Lakeview, Ore., A/SLMR No. 276)

Bond Sales Promotional Specialists, GS-011, (in job classifications of: public affairs trainee, industrial payroll savings committee assistant, special projects assistant, and promotion assistant) not professional employees. (Treasury, U.S. Saving Bonds Division, Wash., D.C., A/SLMR No. 185)

Casual Employees. "Casual Employees" with no reasonable expectancy of regular employment, are excluded from unit. (Army and AF Exchange, So. Cal. Exchange Region, A/SLMR No. 26; Alaskan Exchange System, Base Exchange, A/SLMR No. 33; Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167; Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Clerical Employees included in unit with Deputy United States Marshals. (U.S. Marshal's Office, Northern Dstrct of Ill., A/SLMR No. 197; U.S. Marshal's Office, Northern Dstrct of Ga., A/SLMR No. 198)

Classified Activities. Employees engaged in work of classified nature not excluded from otherwise appropriate unit. (Va. Nat'l. Guard, A/SLMR No. 69)

Confidential Employees

Access to Information. Employees who merely have access to personnel or statistical information are not deemed confidential employees. (Va. Nat'l. Guard, A/SLMR No. 69)

Administrative Specialists (Battery Level). Although confidential employees are not specifically barred from inclusion in appropriate unit with other employees by Sec. 10(b) of EO, it would effectuate policies of EO to exclude Administrative Specialists (Battery Level) from unit where such employees assist and act in confidential capacity to persons who formulate and effectuate management policies in field of labor relations. (Va. Nat'l. Guard, A/SLMR No. 69)

Clerical Assistant is confidential employee. (FAA, Airway Facilities Sector, Ft. Worth, Texas, A/SLMR No. 230)

Clerical Assistant to Personnel Officer excluded from unit because of confidential capacity to officials engaged in formulation and effectuation of labor relations policy. (St. Louis Region, CSC, A/SLMR No. 162)

Criminal Investigator is not confidential employee where he is not privy to any confidential information with respect to labor relations and does not act in confidential capacity to persons who formulate or effectuate management policies

in field of labor relations. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Clerk-Stenographer is confidential employee. (FAA, Airway Facilities Sector, Ft. Worth, Texas, A/SLMR No. 230)

Clerk-Stenographers are not confidential employees. (FAA, SW Reg. Airway Facilities Sector, Albuquerque, N.M., A/SLMR No. 342)

Clerk-Typist, GS-3 is not a confidential employee. (Naval Station, Adak, Alaska, A/SLMR No. 321)

District Ranger Clerks are confidential employees. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Executive Secretary to Director of Activity is confidential employee. (Dep't. of Treasury, Division of Disbursement, Birmingham, Ala., A/SLMR No. 217)

Forest District Clerk found to be excluded from appropriate unit as a confidential employee because in this classification acts in a confidential capacity to officials who effectuate management policies in field of labor relations. (Mark Twain National Forest, Springfield, Mo., A/SLMR No. 303)

Operations Specialist excluded from unit because of confidential capacity to persons who formulate or effectuate labor relations policies and regular access to confidential labor relations material. (Va. Nat'l. Guard, A/SLMR No. 69)

Personnel Clerk-Headquarters found to be excluded from appropriate unit as a confidential employee because employee in this classification acts in a confidential capacity to officials who formulate and effectuate management policies in the field of labor relations and has access to confidential labor relations materials. (Mark Twain National Forest, Springfield, Mo., A/SLMR No. 303)

Personnel Clerk (Typing), GS-5 to Personnel Management Specialist is not confidential employee. (Pa. Nat'l. Guard, A/SLMR No. 376)

Secretaries excluded from unit as "confidential employees":

Secretary to Airways Facility Manager (FAA, Airway Facilities Sector, Ft. Worth, Texas, A/SLMR No. 230)

Secretary to Area Director (Portland, Ore. Area Office, HUD, A/SLMR No. 111)

Secretaries to Directorate Directors, and to higher level officials (Army Base Command, Okinawa, A/SLMR No. 243)

Secretaries to District Director, Assistant District Director, Administration Division Chief, Personnel Branch Chief, Audit Division Chief, and Collection and Taxpayer Service Division Chief (IRS, Birmingham Dstrct, Ala., A/SLMR No. 186)

Secretaries to District Directors (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Secretary to District Manager (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Secretary to Flight Inspection District Office Chief (FAA, Battle Creek, Mich., A/SLMR No. 313)

Secretary (Typing), GS-5 to the Personnel Officer (Pa. Nat'l. Guard, A/SLMR No. 376)

Secretaries to Regional Commissioner, Assistant Regional Commissioners and District Directors (Customs Bureau, Region IV, A/SLMR No. 152)

Secretaries to Regional Director, Deputy Regional Director, and Labor Relations Officer (St. Louis Region, CSC, A/SLMR No. 162)

Conservationist, Range is professional employee. (Bureau of Land Mgt. Dstrct Office, Lakeview, Ore., A/SLMR No. 276)

Contract Assistant is not professional employee. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Custodial Employees

(See also Maintenance and Manual Labor)

Custodial employees in separate unit, employed at two Activities do not constitute appropriate unit because employees included do not share clear and identifiable community of interest. (Army Special Services, Ft. Benning, Ga., A/SLMR No. 36)

Custodial and Maintenance Employees in combined unit is appropriate. (GSA, PBS, San Francisco, A/SLMR No. 39)

Design Specialist is professional employee. (Army and AF Exchange Service, Elmendorf AFB and Ft. Richardson, Anchorage, Alaska, A/SLMR No. 208)

Education and Vocational Training Specialist is professional employee. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Engineer is professional employee. (Lone Star Army Ammunition Plant, Texarkana, Texas, A/SLMR No. 187; Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224; Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Engineer, Civil is professional employee. (Bureau of Land Mgt., dstrct Office, Lakeview, Ore., A/SLMR No. 276; Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Engineer, Marine. Unit of all licensed marine engineers employed on all self-propelled hopper and side casting dredges operated by Activity is not appropriate. (Army, Corps of Engrs., A/SLMR No. 19)

Engineer, Marine. Activity-wide unit of licensed marine engineers is appropriate. (Navy, Military Sealift Command, A/SLMR No. 245)

Farm Specialist is professional employee. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Federal Personnel Work

(See also 05 08 00; "Coverage of Executive Order.")

Federal Personnel Work. Employees who may make staffing recommendations which could ultimately, after approval and implementation, affect the staffing of the Activity, but

who were not involved in the processing of individual personnel actions on a regular basis and as a part of their day-to-day responsibilities, are not engaged in Federal personnel work within meaning of Section 10(b)(2) of EO. (DSA, Tracy, Cal., A/SLMR No. 386)

Administrative Officer performs Federal personnel work in other than purely clerical capacity. (FAA, Airway Facilities Sector, Ft. Worth, Texas, A/SLMR No. 230)

Health Insurance Specialist performs nonclerical Federal personnel work. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Management Analyst is not engaged in nonclerical Federal personnel work within meaning of Sec. 10(b)(2) of EO. (DSA, Tracy, Cal., A/SLMR No. 386)

Program Analyst is not engaged in nonclerical Federal personnel work within meaning of Sec. 10(b)(2) of EO. (DSA, Tracy, Cal., A/SLMR No. 386)

Systems Analyst is not engaged in nonclerical Federal personnel work within meaning of Sec. 10(b)(2) of EO. (DSA, Tracy, Cal., A/SLMR No. 386)

Personnel Clerical and Assistance Employees of Civil Service Commission who perform routine, repetitive, and purely clerical duties are not subject to exclusion of Sec. 10(b)(2) of EO. (St. Louis Region, CSC, A/SLMR No. 162)

Personnel Clerks perform Federal personnel work in other than purely clerical capacity. (Army and AF Exchange Service, Elmendorf AFB and Ft. Richardson, Anchorage, Alaska, A/SLMR No. 208)

Personnel Management Specialists and Personnel Staffing Specialists of Civil Service Commission, although performing Federal personnel work in other than purely clerical capacity, do not fall within ambit of Sec. 10(b)(2) of EO exclusion where work is performed in connection with employees who are employed *outside* claimed unit. (St. Louis Region, CSC, A/SLMR No. 162)

Senior Staff Assistant performs nonclerical Federal personnel work. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Training Officer performs nonclerical Federal personnel work. (HEW, Regional Office, VI, Dallas, Tex., A/SLMR No. 266)

Teachers are not employees engaged in Federal personnel work within meaning of Sec. 10(b)(2) of EO, where, among other factors, they are engaged solely in teaching. (Portsmouth Naval Shipyard, N.H., A/SLMR No. 2)

Personnel Assistants (Typing), GS-6 and Personnel Assistant, GS-7, are excluded from unit in CU proceeding where each is involved in Federal personnel work. (Pa. Nat'l. Guard, A/SLMR No. 376)

Firefighters

Captains are not supervisors and are included in unit of firefighters. (Naval Weapons Sta., Yorktown, Va., A/SLMR No. 30)

Captains. FLRC set aside the decision of A/S in A/SLMR No. 128 and remanded case to A/S for appropriate action based on its finding that (1) any individual who possesses the authority to perform a single function described in Sec. 2(c) of EO, provided he does so in a manner requiring use of

independent judgment, is supervisor and (2) mere review or approval of a recommendation by higher ranking official does not, in itself, render recommendation ineffective. Accordingly, A/S must examine nature and scope of review to determine effectiveness of the recommending authority within meaning of Sec. 2(c). (FLRC No. 72A-11)

Pursuant to FLRC No. 72A-11, A/S reversed previous finding in *A/SLMR No. 128* and concluded that Fire Captains, GS-7, are supervisors. (Naval Weapons Cntr., China Lake, Calif., A/SLMR No. 297)

A/S original holding in *A/SLMR No. 128* was that Fire Captains, GS-7, and Fire Protection Inspectors, GS-7, were not supervisors. (Naval Weapons Cntr., China Lake, Calif., A/SLMR No. 297)

Captains, Captain-Training Officer, Lieutenants and Inspector-Lieutenant, GS-7 and GS-6, are supervisors. (AEC, Idaho Falls, Idaho, A/SLMR No. 128)

Crew Chiefs are not supervisors and are included in unit of firefighters. (Army HQ, Army Training Cntr. Engineer, Ft. Leonard Wood, Mo., A/SLMR No. 183)

Crew Chiefs are not supervisors where they spend a substantial portion of their work time performing duties identical to those performed by other nonsupervisory firefighters; have no authority to hire, transfer, suspend, lay off, recall, promote or discharge employees; do not assign work on other than a routine basis; and the evidence does not establish that the performance evaluations they prepare are effective. (National Capital Airports, Wash., D.C., A/SLMR No. 405)

Fire Inspectors are not supervisors and are included in unit of firefighters. (FAA, Nat'l. Capital Airports, A/SLMR No. 91; Mare Island Naval Shipyard, Vallejo, Cal., A/SLMR No. 129; National Capital Airports, Wash., D.C., A/SLMR No. 405)

Guards. Firefighters assigned incidental security functions in addition to fire fighting are not "guards" within meaning of Sec. 2(d) of EO. (Air Force, AFRES, Youngstown Municipal Airport, A/SLMR No. 12)

Lieutenants are not supervisors and are included in unit of firefighters. (FAA, Nat'l. Capital Airports, A/SLMR No. 91)

Seasonal Supervisors found to perform supervisory functions during firefighting season but not found to perform in supervisory capacity during the remainder of the year, excluded from unit during period when exercising supervisory functions, and included in the unit during those periods when they exercise no supervisory functions. (Angeles National Forest, Pasadena, Cal., A/SLMR No. 339)

Supervisory Firefighter (Structural), GS-6 and 7. FLRC set aside the decision of A/S in *A/SLMR No. 129* and remanded case to A/S for appropriate action based on its finding that, with respect to the definition of "supervisor" in Sec. 2(c) of EO, the modifying terms adopted in A/S's decision, e.g., "formal" discipline, "permanent" transfer, "formal" grievances, and "sufficient" authority, are contrary to the literal language and purposes of Sec. 2(c) and may not be relied upon.

Pursuant to FLRC No. 72A-12, A/S reversed previous finding and concluded that Supervisory Firefighters (Structural), GS-7 and GS-6, are supervisors. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 298)

A/S original holding in *A/SLMR No. 129* was that Supervisory Firefighters (Structural), GS-7 and GS-6, were not supervisors. (Mare Island Naval Shipyard, Vallejo, Calif., A/SLMR No. 129)

Supervisory Firefighter (Structural), GS-7 and 8, commonly referred to as "Station Captains" and "Senior Station Captains," are supervisors. (Holloman AFB, Alamogordo, N.M., A/SLMR No. 235)

Training Officers are not supervisors and are included in unit of firefighters. (FAA, Nat'l. Capital Airports, A/SLMR No. 91)

Flight Service Specialist. Nationwide unit of all flight service specialists (FSS) employed at flight service stations of Activity is appropriate, and narrow unit of FSS at a single station is inappropriate. (FAA, A/SLMR No. 122)

Foreign Service Employees. Activity contention that inclusion of Foreign Service employees in unit with GS employees would present difficult, if not insurmountable, obstacles to successful negotiation and administration of collective bargaining agreement, and would not promote efficiency of agency operations rejected despite differences between the two groups in personnel systems, benefits, rights, pay scales and certain conditions of employment, where these factors were offset by close working relationship in that some Foreign Service employees of Activity work alongside, perform same job functions, and have essentially same job classifications and supervision, as the GS employees. (ACTION, A/SLMR No. 207)

Forester is a professional employee. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227; Bureau of Land Mgt. Dstrct. Office, Lakeview, Ore., A/SLMR No. 276)

Foresters—Forest Work Leaders, classified as *excepted-indefinite* or *excepted-conditional*, found eligible to vote in election where it is shown that they share common supervision and common terms and conditions of employment with regular full-time employees, and have a reasonable expectation of employment from season to season. (Mark Twain National Forest, Springfield, Mo., A/SLMR No. 303)

General Schedule

Unit Appropriate

Claimed unit of all GS employees appropriate including those GS employees placed under separate command structure through a recent reorganization. (HQ., Army Training Cntr, and Ft. Leonard Wood, Mo., A/SLMR No. 328)

Residual, Activity-wide unit of professional and nonprofessional GS employees found appropriate. (DSA, Tracy, Cal., A/SLMR No. 386)

Unit Not Appropriate

Unit limited to all nonsupervisory WB employees of one Section of Activity's division is appropriate rather than Division-wide or Branch-wide unit including GS as well as WB employees because employees in petitioned for Section: (1) are only WB employees in Division; (2) have specialized training and experience and are licensed, specifically, to work on designated parts and sections of aircraft; (3) have no interchange with other Division employees; and, (4) have separate and distinct organization, supervision, and work shops. Neither of the two proposed units, according to Activity, would have impaired efficiency of operations. (FAA, NAFEC, Atlantic City, N.J., A/SLMR No. 15)

Overall unit of all GS and WB employees of Activity located in U.S. Custom House, Philadelphia, Pennsylvania, found appropriate and narrow unit of all nonsupervisory GS employees located in division inappropriate. (Army Engr. Dstrct., Phila., Pa., A/SLMR No. 90)

Unit limited to nonprofessional GS employees at one Office of Activity's several Offices and Directorates not appropriate. (Naval Training Device Center, Orlando, Fla., A/SLMR No. 140)

Unit of GS employees limited to Headquarters and Installation Support Activity (HISA) and to Arsenal, not appropriate. (Picatinny Arsenal, Dover, N.J., A/SLMR No. 203)

General Schedule and Wage Board

Unit Appropriate

Unit of GS and WB employees excluding NAF employees, held appropriate. (Defense General Supply Cntr., Richmond, Va., A/SLMR No. 11)

Comprehensive unit of all WB and GS technicians in Minnesota Army National Guard appropriate, and narrower unit of all WB technicians on State-wide basis including certain GS technicians at one of 66 installations in State not appropriate. (Minn. Army Nat'l. Guard, A/SLMR No. 14)

Two separate State-wide units of all WB and GS employees of (1) Air and (2) Army National Guard Technicians, as sought, excluding separately represented Army Aviation facility employees, held appropriate. (Fla. Army Nat'l. Guard, A/SLMR No. 37)

Of two proposed units, State-wide unit of all nonsupervisory GS and WB technicians in Air National Guard found appropriate, and single-installation unit of such technicians held inappropriate. (Ohio Nat'l. Guard, A/SLMR No. 44)

Activity-wide unit WB and GS unit held appropriate, and unit limited to WB inappropriate. (Army, Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 77)

Overall unit of all GS and WB employees of Activity located in U.S. Custom House, Philadelphia, found appropriate and narrow unit of all nonsupervisory GS employees located in one division inappropriate. (Army Engr. Dstrct., Phila., Pa., A/SLMR No. 90)

Activity-wide unit of GS and WB employees held appropriate. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Cal., A/SLMR No. 170)

Unit of all GS and WB employees limited to Headquarters Office but excluding field employees is appropriate. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

State-wide unit of all WB and GS Air National Guard technicians is appropriate, rather than combined unit of Army and Air National Guard technicians. (Pa. Nat'l. Guard, A/SLMR No. 254)

Existing unit of all GS and WB employees of Activity with duty station at its headquarters found appropriate. A/S rejected Activity contention that only Regionwide unit was appropriate. A/S also rejected Intervenor's contention that petitioned for unit and another unit of the Activity, both represented exclusively by Intervenor, had merged into single unit. (DSA, DCASR, Boston, Mass., A/SLMR No. 271)

Physical Science Technicians may remain in WB unit despite reclassification as GS employees. (Charleston Naval Shipyard, S.C., A/SLMR No. 302)

Unit combining Activity's GS and WG employees duty stationed at two work locations found appropriate. (VA Hospital, East Orange, N.J., A/SLMR No. 311)

Unit of all GS and WB employees of the Bureau of Mines in the Denver Area found appropriate. (Bureau of Mines, Denver, Colo., A/SLMR No. 312)

Unit of all WB and GS employees of the Army Aviation Support Facility located at Richard E. Byrd International Airport, Sandston, Virginia, is appropriate. (Va. Nat'l. Guard, A/SLMR No. 345)

Unit Not Appropriate

Unit combining small group of GS technicians at one installation with WB employees throughout State inappropriate because, among other factors, excluded GS employees at other installations in State perform similar work to those included in proposed unit. (Minn. Army Nat'l. Guard, A/SLMR No. 14)

Of two proposed units, State-wide unit of all nonsupervisory GS and WB technicians in Air National Guard found appropriate, and single-installation unit of such technicians held inappropriate. (Ohio Nat'l. Guard, A/SLMR No. 44)

Unit of certain nonprofessional nonsupervisory GS and WB technicians at only some of the Alabama Air National Guard facilities found inappropriate. (Ala. Air Nat'l. Guard, A/SLMR No. 67)

Unit limited to WB and GS employees in two field locations of Activity having numerous such locations held inappropriate. (GSA, Region 7, Tex., A/SLMR No. 176)

Activity-wide unit of GS and WB employees found inappropriate where claimed unit would exclude employees who share a clear and identifiable community of interest with employees in the unit sought. (Mark Twain National Forest, Springfield, Mo., A/SLMR No. 303)

Unit of all GS and WB employees of one project office and all WB employees of another office following a reorganization involving a merger of the two offices found inappropriate where the parties stipulated that the WB employees of each office constituted separate and distinct units and the reorganization did not substantially or materially change the scope or character of the units involved. (Bureau of Reclamation, Lower Colorado Region, A/SLMR No. 318)

General Supply Specialist is not a supervisor. (FAA, SW Reg. Airway Facilities Sector, Albuquerque, N.M., A/SLMR No. 342)

Guards

(See also: 10 32 00, "Qualifications to Represent Specified Categories of Employees").

Air Technician assigned guard duty once every 60-70 days are not "guards" within the meaning of EO. (Calif. Air Nat'l. Guard, HQ, 146th, Van Nuys, Calif., A/SLMR No. 147)

Civilian Technicians of Augmented Security Police Force, who only occasionally and sporadically perform certain limited security functions, are not guards within meaning of EO. (Calif. Air Nat'l. Guard, HQ, 163rd Fighter Group, Ontario, Calif., A/SLMR No. 252)

Criminal Investigator is not guard within meaning of EO. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Deputy United States Marshals are law enforcement officers, rather than "guards" as defined in EO. (U.S. Marshal's Office, Northern District of Ill., A/SLMR No. 197; U.S. Marshal's Office, Northern District of Ga., A/SLMR No. 198)

Firefighters, assigned incidental security functions in addition to fire fighting are not "guards" within meaning of EO. (Air Force, AFRES, Youngstown Municipal Airport, A/SLMR No. 12)

Firefighters are not guards where their primary job function is to respond to fires and threats of fires, and any guard functions they perform are incidental to their firefighting functions. (GSA, Region 2, New York, N.Y., A/SLMR No. 220)

GS-3 Guards are "guards" within meaning of EO. (U.S. Mint, Phila., Pa., A/SLMR No. 45)

Guided Missile Mechanical Equipment Repairers, also called Launcher Crewmen, WB-6 and WB-7, who perform armed guard duty on a regular recurring basis for substantial periods of time, are guards within meaning of Section 2(d) of EO. (Illinois Army Nat'l. Guard 1st Battalion, 202nd Air Defense Artillery, Arlington Hts., Ill., A/SLMR No. 370)

Messenger is guard. (Army and AF Exchange Service, Elmendorf AFB and Ft. Richardson, Anchorage, Alaska, A/SLMR No. 208)

Park Police. Unit limited to United States park police and excluding classifications of guards, rangers and technicians is appropriate. (U.S. Park Police, Nat'l. Capital Parks, A/SLMR No. 145)

Security Inspector is guard. (Army and AF Exchange Service, Elmendorf AFB and Ft. Richardson, Anchorage, Alaska, A/SLMR No. 208)

Sergeant of Guards. National Guard employees who perform Sergeant of Guard duties are guards within meaning of EO. (Va. Nat'l. Guard, A/SLMR No. 69)

Watchmen are guards. (Army and AF Exchange Service, Elmendorf AFB and Ft. Richardson, Anchorage, Alaska, A/SLMR No. 208)

Guidance Counselors in GS-1710 series are professional employees. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Historian is not professional employee where prerequisite for job does not include prolonged course of specialized intellectual instruction but rather general degree or three years of practical experience. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Intermittent Employees included in unit where they have reasonable expectancy of continued employment. (NAF Activity, Ft. Benning, Ga., A/SLMR No. 188; Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

"*Career Intermittent*" employees included in unit where they work under similar conditions of employment as other employees and have reasonable expectancy of continued employment. (St. Louis Region, CSC, A/SLMR No. 162)

Employees designated as "intermittent" by Activity included in unit where, aside from fact that they are restricted to no more than 700 hours employment in any one year, they have reasonable expectancy of continued employment from year to year, and share, with regular full-time employees, common working conditions. (Customs Bureau, Region IV, A/SLMR No. 152; AF Defense Language Institute, Lackland AFB, Texas, A/SLMR No. 322)

Internal Revenue Agent is professional employee. (IRS, Birmingham District, Ala., A/SLMR No. 186)

Labor Relations Administration Personnel, Sec. 3(d) of EO. (See also 10 32 00, "Qualifications to Represent Specified Categories of Employees").

Personnel Management Specialists, Personnel Staffing Specialists, Labor Relations Officer and Director, Personnel Management Training Institute may not be represented by a labor organization which represents other groups of employees under EO. (St. Louis Region, CSC, A/SLMR No. 162)

Leave Without Pay Status. Employee on leave without pay status held eligible for inclusion in unit. (GSA, Memphis, Tenn., A/SLMR No. 100)

Librarian is not professional employee where work does not require consistent exercise of discretion and judgment, and is not predominantly intellectual and varied in character, in that incumbent follows standard system for cataloging and submits difficult questions to review panel. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Licensed Practical Nurses. Separate unit found inappropriate as LPN's have a community of interest with other nonprofessional employees. (VA Hospital, Tampa, Fla., A/SLMR No. 330)

Maintenance and Manual Labor

Custodial and Maintenance Employees in combined unit appropriate. (GSA, PBS, San Francisco, A/SLMR No. 39)

Management Interns included in unit where they work under similar conditions of employment as other employees. (St. Louis Region, CSC, A/SLMR No. 162)

Management Official

(See also: 05 04 00, "Definitions").

Administrative Officer, GS-13, is management official. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Administrative Officer is not management official. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Administrative Officer, GS-13, is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Administrative Specialist (Battalion Level) is management official. (Va. Nat'l. Guard, A/SLMR No. 69)

Administrative Supply Technician is not a management official. (VA Nat'l. Guard, A/SLMR No. 69)

Aircraft Maintenance Analysis Technician, GS-9, is not management official. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Area Specialists and Planning and Procedure Specialists are not management officials in that they are experts who carry out policy within defined guidelines but do not make or influence effectively the making of Activity policy. They are included in unit with Air Traffic Control Specialists (Controllers) because skills employed are derived from experience as Controllers and there is community of interest. (FAA, A/SLMR No. 173)

Area Utilization Officer, ineligible for inclusion in unit based on stipulation of parties. (GSA, Memphis, Tenn., A/SLMR No. 100)

Assistant Director of Advertising and Promotion is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant Director of Marketing is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant National Director is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Attorneys of Office of Regional Counsel are not management officials. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

Bowling Alley Assistant Manager and Bowling Alley Night Manager are not management officials. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Central Storeroom Manager is not management official. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Chief Radar Mechanic is not management official. (Va. Nat'l. Guard, A/SLMR No. 69)

Clinical Coordinator at hospital, although not supervisor, is "management official" within meaning of EO. (VA Hospital, Augusta, Ga., A/SLMR No. 3)

Consumer Affairs Officers, GS-11, are not management officials. (HEW, FDA, Newark, N.J., A/SLMR No. 361)

Consumer Safety Officers, GS-12 and GS-13, are not management officials, although they are supervisors. (HEW, FDA, Newark, N.J., A/SLMR No. 361)

Coordinator of Banking and Volunteer Activities is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Deputy National Director is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Advertising and Promotion is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Marketing is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Program Planning is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Public Affairs is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

District Offices and Professional Groups Branch Specialists are not management officials. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Electronics Materiel Chief (Battalion Level) and Fire Control Mechanic (Battalion Level) are not management officials. (Va. Nat'l. Guard, A/SLMR No. 69)

Equal Opportunity Specialist is not management official. (Portland, Ore., Area Office, HUD, A/SLMR No. 111)

Evaluation and Proficiency Specialists are managerial employees. (FAA, A/SLMR No. 122)

Fire Control Mechanic (Battery Level) is not management official. (Va. Nat'l. Guard, A/SLMR No. 69)

First Sergeant is management official. (Va. Nat'l. Guard, A/SLMR No. 69)

Flight Engineer (Instructor), GS-9, is not management official where his role in implementation of Flight Engineer Training Program is that of expert rendering resource material. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Flow Controllers who regulate flow of air traffic, while highly skilled, are not managerial employees. (FAA, A/SLMR No. 173)

Labor Relations Specialist is management official. (Portland, Ore., Area Office, HUD, A/SLMR No. 153)

Management Analysts are management officials, (VA, Regional Office, Newark, N.J., A/SLMR No. 38)

Management Analysts are not management officials where their role is that of expert or professional rendering resource information and recommendations with respect to policy in question, but does not extend to point of active participation in ultimate determination as to what policy, in fact, will be. (Nat'l. Hwy. Traffic Safety Admin., Wash., D.C., A/SLMR No. 193; DSA, Tracy, Calif., A/SLMR No. 386)

Market Analysis Officer is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Military Liaison and Security Specialists are not management officials but rather are experts who primarily develop technical procedures and programs. (FAA, A/SLMR No. 173)

National Director is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Operations Officers are management officials. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Port Directors at "One-Man" Ports are not management officials. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Program Analysts and Program Analysis Officers are not management officials. (Nat'l. Hwy. Traffic Safety Admin., Wash., D.C., A/SLMR No. 193; DSA, Tracy, Calif., A/SLMR No. 386)

Program Evaluation Analyst is management official. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Project Directors are not management officials. (Defense Mapping Agency, Topographic Cntr., West Warwick, R.I., A/SLMR No. 310)

Public Affairs Officer is management official. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Public Information Officer is management official. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La. A/SLMR No. 221)

Security Officer is management official. (Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187)

Social Insurance Specialist is not management official. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Special Assistant to National Director is management official. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Special Projects Representative is management official. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Supply Specialist is not management official. (Va. Nat'l. Guard, A/SLMR No. 69)

Systems Analyst is not management official. (DSA, Tracy, Cal., A/SLMR No. 386)

Technicians-in-Depth are not management officials. (FAA, Airway Facilities Sector, Ft. Worth, Tex., A/SLMR No. 230)

Technician-in-Depth is not management official. (FAA, ARTCC, Albuquerque, N.M., A/SLMR No. 277)

Management Representative. Employee of Employee Appeals Board of the Navy is management representative. (Navy, Office of the Sec'y., Wash., D.C., A/SLMR No. 393)

Nonappropriated Fund Employees (NAF)

Unit Appropriate

Single-installation unit sought in petition is appropriate, and three-installation unit inappropriate, because of lack of employee interchange and substantial distance between installations, bargaining history on single-installation basis, and fact that no labor organization sought to represent employees on comprehensive basis. (AFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No. 29)

Unit of all nonsupervisory warehouse employees found appropriate where: (1) such employees are separated physically from rest of Activity's employees; (2) their job functions, which for the most part, involve manual labor, are dissimilar from those of other Activity employees whose duties include accounting, data processing, inventory management and personnel administration; (3) they work under separate supervision and have different work shifts from other Activity employees with whom they have negligible interchange; and, (4) such unit will promote effective dealings and efficiency of agency operations. (New England Exchange Region, A/SLMR No. 54)

Activity-wide unit of employees of Exchange Service appropriate where employees: (a) engaged in similar duties on Activity-wide basis; (b) are subject to same general working conditions, salary schedule and benefits; (c) have similar supervision, hours of work, grievance procedures and leave policies; and (d) vacancies and promotions are posted Activity-wide. (Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167)

Unit of Nonappropriated Fund employees in "Category A" (performing primarily administrative or clerical work)

and in "Category B" (performing primarily manual labor) is appropriate but unit limited to "Category B" employees is not appropriate. (NAF Activity, Ft. Benning, Ga., A/SLMR No. 188)

Unit of all employees of Nonappropriated Fund (NAF) Activity is appropriate, where, among other factors, claimed unit encompasses all NAF Activities at base. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Unit of employees of Army and Air Force Exchange Service at Fort Bliss Exchange and its satellite exchanges is appropriate. (AAFES, Fort Bliss Post Exchange, El Paso, Texas, A/SLMR No. 236)

Employee excepted from the competitive service by statute will be included in a unit with competitive service (General Service and Wage Grade) employees where they share a clear and identifiable community of interest. (Nat'l. Science Foundation, Wash., D.C., A/SLMR No. 316)

Regular, part-time NAF employees included in unit of all nonsupervisory regular full-time, temporary part-time intermittent and off-duty military employees. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Unit Not Appropriate

Single-installation unit sought in petition is appropriate, and three-installation unit inappropriate because of lack of employee interchange and substantial distance between installations, bargaining history on single-installation basis, and fact that no labor organization sought to represent employees on comprehensive basis. (AFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No. 29)

Unit of custodial employees employed at two Activities is not appropriate because employees included do not share clear and identifiable community of interest. (Army Special Services, Ft. Benning, Ga., A/SLMR No. 36)

Unit of employees employed in bowling alleys, snack bars and boat shop of Central Post Fund is not appropriate because: (1) it does not cover all Central Post Fund employees performing similar functions; (2) it includes employees performing unrelated job functions; and, (3) it does not reflect clear and identifiable community of interest and its establishment would not promote effective dealings and efficiency of operations. (Army Special Services, Ft. Benning, Ga., A/SLMR No. 36)

Separate units of (1) all food service employees and (2) food service employees, maintenance men and janitors employed at Activity's Oakland Army Base each found inappropriate, since employees sought do not possess clear and identifiable community of interest separate and apart from other employees of Activity. (Bay Area Exchange, A/SLMR No. 79)

Unit limited to employees in only one of ten Nonappropriated Fund (NAF) activities at Activity's Air Base not appropriate, despite immediate separate supervision. (NAF Activities, Tyndall Air Force Base, Fla., A/SLMR No. 124)

Unit limited to employees at one location of Officer's Open Mess, which is one of six Nonappropriated Fund (NAF) operations of Activity held not appropriate. (HQ. & Installation Support Activity (AVSCOM), St. Louis, Mo., A/SLMR No. 165)

Unit of Nonappropriated Fund (NAF) employees in "Category A" (performing primarily administrative or clerical work) and in "Category B" (performing primarily manual labor) is appropriate but unit limited to "Category B" employees is not appropriate. (NAF Activity, Ft. Benning, Ga., A/SLMR No. 188)

Petition for clarification of unit seeking to clarify an existing exclusively recognized bargaining unit by adding approximately 46 unrepresented employees of the former Kirtland Air Force Base Exchange to 116 employees of the former Sandia Base Exchange unit who are currently represented by an exclusive representative is denied. Notwithstanding reorganization, there remain viable and identifiable groups of employees performing the former Sandia Base Exchange and Kirtland Air Force Base Exchange functions. (Army & AF Exchange Service, Kirtland AFB Exchange, Dallas, Tex., A/SLMR No. 371)

National Guard

Unit Appropriate

Of two proposed units, State-wide unit of all nonsupervisory GS and WB technicians in Air National Guard found appropriate, and single-installation unit of such technicians held inappropriate. (Ohio Nat'l. Guard, A/SLMR No. 44)

A/S found two separate State-wide units of Army and Air National Guard technicians appropriate, where Petitioners had sought: (1) State-wide unit of all Army National Guard technicians; and, (2) State-wide unit of all Army and Air National Guard technicians. (Nat'l. Guard Bureau, Adj. Gen., Ga., A/SLMR No. 74)

State-wide unit of all WB and GS Air National Guard technicians is appropriate, rather than combined unit of Army and Air National Guard technicians. (Pa. Nat'l. Guard, A/SLMR No. 254)

Unit Not Appropriate

Unit combining small group of GS technicians at one installation with WB employees throughout State inappropriate because, among other factors, excluded GS employees at other installations in State perform similar work to those included in proposed unit. (Minn. Army Nat'l. Guard, A/SLMR No. 14)

Of two proposed units, State-wide unit of all nonsupervisory GS and WB technicians in Air National Guard found appropriate, and single-installation unit of such technicians held inappropriate. (Ohio Nat'l. Guard, A/SLMR No. 44)

Unit of GS Army Reserve technicians limited to 4 of 13 Army Reserve Commands serviced by same Civilian Personnel Office not appropriate. (Army, HQ, Camp McCoy, Wisc., St. Louis Metro. Area, A/SLMR No. 166)

"NTE" Employees. "NTE" (*Not-to-Exceed*) *Language Instructors* included in unit of all nonsupervisory Language Instructors as result of clarification of unit proceeding. (Defense Language Institute, East Coast Branch, Wash., D.C., A/SLMR No. 213)

Nurses

Civilian Registered Nurses, (staff nurses), acting for clinical head nurses, not supervisors. (Army Medical Dept. Activity, Fort Huachuca, Ariz., A/SLMR No. 163)

Head Nurses are supervisors. (VA Hospital, Augusta, Ga., A/SLMR No. 3; VA Hospital, Buffalo, N.Y., A/SLMR No. 96)

Licensed Vocational Nurses. Separate unit of licensed vocational nurses (LVN's) held inappropriate. (Public Health Service Hospital, HEW, San Francisco, Calif., A/SLMR No. 82)

Nurse Anesthetists are excluded from unit of staff nurses because of lack of community of interest. (VA Hospital, Augusta, Ga., A/SLMR No. 3; VA Hospital, Tampa, Fla., A/SLMR No. 330)

Nurse Coordinators (Head Nurses) are supervisors. (VA Hospital, Lexington, Ky., A/SLMR No. 22)

Nurse Clinicians in Operating Room and Outpatient Facility, who perform the same functions as nurse coordinators in hospital units, are "supervisors," but other nurse clinicians are included in unit of staff nurses. (VA Hospital, Lexington, Ky., A/SLMR No. 22)

Occupational Health Nurses are professional employees. (GSA, Memphis, Tenn., A/SLMR No. 100; St. Louis Region, CSC, A/SLMR No. 162)

Registered Nurses. Unit of professional and nonprofessional employees, including registered nurses, appropriate. (VA Hospital, Lexington, Ky., A/SLMR No. 22; VA Cntr., Togus, Maine, A/SLMR No. 84; VA Cntr., Mountain Home, Tenn., A/SLMR No. 89; HEW, Public Health Service Hospital, Boston-Brighton, Mass., A/SLMR No. 267)

Supervisory Clinical Nurses are supervisors. (Soldiers' Home, Wash., D.C., A/SLMR No. 13)

Off-Duty Military Employees

(See also: 20 20 00, "Nonappropriated Fund Employees")

Exclusion from bargaining unit of off-duty military personnel as a class is unwarranted. (Navy Exchange, Mayport, Fla., A/SLMR No. 24; See also A/SLMR Nos. 25, 26, 27, 28, 32, 33, 43, 54, and 79)

Off-duty military employees who work sufficient number of hours to be classified as either regular full-time or regular part-time may *not* be excluded from unit. (Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167; Army and Air Force Exchange Service, Vandenberg AFB, Cal., A/SLMR No. 218; Army & AF Exchange Service, NW Area Exchange, Fort Lewis, Wash., A/SLMR No. 338)

No determination made on parties' agreement to exclude military personnel where record fails to disclose whether these employees come within category of off-duty military employees, whose exclusion would be unwarranted if based solely on military status. (AAFES, MacDill AFB Consolidated Exchange, Fla., A/SLMR No. 29)

Off-duty military employees included in unit where they share common supervision, working conditions and, in many instances, common job duties with civilian employees. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

On-Call Employees

"On-Call" employees excluded from unit where they fill in during temporary absences of regular employees and do not have reasonable expectancy of future employment. (Army and Air Force Exchange Service, Norton AFB, Cal., A/SLMR No. 191; Army & AF Exchange Service, NW Area Exchange, Fort Lewis, Wash., A/SLMR No. 338)

"On-Call" employees excluded from unit. (Alaskan Exchange System, Base Exchange, A/SLMR No. 33; Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167)

Operations Research Analysts are not professional employees where prerequisites for jobs do not include prolonged course of specialized intellectual instruction but rather general degree supplemented by certain specific course. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Part-Time Employee. Part-time employees included in unit with regular full-time employees where both groups share similar working conditions. (Army and AF Exchange, White Sands (N.M.) Missile Range, A/SLMR No. 25)

Pharmacists. Unit of pharmacists at Veterans Administration Hospital is inappropriate. (VA Hospital, Buffalo, New York, A/SLMR No. 60)

Physicist is professional employee. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Plumber. Plumbers, pipefitters and related classifications working in Activity's Maintenance Division may constitute a separate appropriate unit or be included in more comprehensive residual, basewide unit of all nonsupervisory WB employees not covered currently by exclusive recognition. (Naval Air Station, Alameda, Cal., A/SLMR No. 6)

Probationary Employees included in petitioned for unit. (Navy Exchange, Mayport, Fla., A/SLMR No. 24)

Police (See *Guards*)

Professional Employees

(See also: 05 04 00, "Definitions").

In absence of specific definition of "professional" employee in EO, to effectuate purposes of EO, A/S established that, for purpose of unit placement, a professional employee is:

- (A) Any employee engaged in the performance of work; (1) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, or physical processes; (2) requiring the consistent exercise of discretion and judgment in its performance; (3) which is predominately intellectual and varied in character (as opposed to routine mental, manual, mechanical or physical work); and (4) which is of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; or
- (B) Any employee who has completed the courses of specialized intellectual instruction and study described in clause (A) above and is performing related work under the direction or guidance of a professional person to qualify himself to become a professional employee as defined in clause (A) above. (Interior, Bureau of Land Mgmt., Riverside District and Land Office, Calif., A/SLMR No. 170)

Unit Appropriate

Test of whether alleged "professional" and "nonprofessional" employees may be joined in same unit is whether

such employees share common conditions of employment despite differences in special educational qualifications, job functions, lack of interchange and different career opportunities. (Bureau of Land Mgmt., District Office, Lakeview, Ore., A/SLMR No. 212)

Professional employees included in appropriate unit despite the fact that Petitioner only sought to represent non-professional employees, where Petitioner had historically represented both professional and certain nonprofessional employees of the Activity and had not clearly and unequivocally disclaimed interest in representing employees in the existing smaller unit at the Activity. (Small Business Admin., Miami District, Fla., A/SLMR No. 314)

Unit of all professional employees in one of the administrative divisions of an Activity in Washington, D.C., found appropriate. (Customs Service, Wash., D.C., A/SLMR No. 354)

Unit of all professional engineers, physical scientists, mathematicians and statisticians, excluding all other professional employees, found appropriate because claimed unit constitutes a unique, functional and homogeneous grouping of employees. (McClellan AFB, Sacramento, Calif., A/SLMR No. 356)

Inclusion of professional employees in Activity-wide unit of all employees at National Forest found appropriate. (Idaho Panhandle National Forests, A/SLMR No. 394)

Unit Not Appropriate

Department-wide unit of all professional employees found not appropriate where claimed employees shared community of interest with professional employees of another department within the Activity. (Naval Air Rework Facility, Jacksonville, Fla., A/SMLR No. 344)

Professional and Nonprofessional Employees

Unit Appropriate

Activity-wide unit of professional and nonprofessional employees at Veterans Administration Hospital is appropriate, with self-determination election for professionals directed. (VA Hospital, Lexington, Ky., A/SLMR No. 22)

Overall unit of all professional and nonprofessional employees located throughout Western Region of Activity held appropriate. (IRS, Western Region, A/SLMR No. 57)

Overall unit of professional and nonprofessional employees in all four divisions of Activity held appropriate, if professionals select such inclusion, and narrow unit of nonsupervisory GS employees in one of four divisions inappropriate. (HEW, Data Mgt. Cntr., A/SLMR No. 72)

Unit of all GS professional and nonprofessional employees, including all Bureau of Motor Car Safety (BMCS) employees, limited to Regional Office, held appropriate, and unit of all BMCS employees on nationwide basis, inappropriate. (DOT, Fed. Highway Adm., and Bureau of Motor Car Safety, A/SLMR No. 98)

Activity-wide unit of all professional and nonprofessional employees of the Forest Supervisor's Office and the 10 Ranger Districts in the National Forests of North Carolina may, if the professionals so vote, constitute an appropriate unit, and broader unit, including such employees and professional and nonprofessional employees of one of two Civilian Conservation Centers located in the National Forests of North

Carolina, held inappropriate. (Agriculture, Schenck Civilian Conservation Cntr., N.C., A/SLMR No. 116)

Regionwide unit of all professional and nonprofessional employees of Office of Regional Counsel, Western Region, held to be appropriate. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

District-wide unit of all nonsupervisory professional and nonprofessional employees, excluding Internal Revenue Service Intelligence Division employees who had been excluded pursuant to Sec. 3(b)(3) of EO, found appropriate. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186)

Regionwide unit of all professional and nonprofessional employees found appropriate. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Unit of all professional and nonprofessional employees of Forest Supervisor's Office and Ranger Districts in National Forests of South Carolina appropriate. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Unit of professional and nonprofessional employees at headquarters of Regions, is appropriate. (HEW, Regional Office VI, Dallas, Tex., A/SIMR No. 266)

Activity-wide unit of all professionals and nonprofessionals at Veterans Administration Hospital found appropriate pending self-determination election of professionals, pursuant to Sec. 10(b)(4) of EO. (VA Hospital, Tampa, Fla., A/SLMR No. 330)

Regionwide unit of all nonsupervisory professional and nonprofessional employees of the National Weather Service's Central Region is appropriate. (Nat'l. Weather Service, Central Region, A/SLMR No.331)

Unit of professional and nonprofessional employees of Newark, New Jersey District, Food and Drug Administration, Department of Health, Education and Welfare, is appropriate. (HEW, FDA, Newark, N.J., A/SLMR No. 361)

Residual, Activity-wide unit of professional and nonprofessional GS employees found appropriate. (DSA, Tracy, Cal., A/SLMR No. 386)

Unit Not Appropriate

Unit of all nonsupervisory professional and nonprofessional employees of Activity's Los Angeles Regional Appellate Branch Office excluding all other Western Region Appellate employees held inappropriate. (IRS, Western Region, A/SLMR No. 57)

Unit of all Activity's professional and nonprofessional employees assigned to the Office of Management Systems, Headquarters, Federal Aviation Administration not appropriate. (FAA, Office of Mgt. Systems, Wash., D.C., A/SLMR No. 399)

Professional Employees, Occupations

Accountant is professional employee. (Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187; Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Appraisers are not professional employees. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Cal., A/SLMR No. 170)

Architect is professional employee. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Assistant County Supervisors are not professional employees. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Attorney (Estate and Gift Tax) is professional employee. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186)

Attorney is professional employee. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Auditor is professional employee. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Biologist, Wildlife is professional employee. (Bureau of Land Mgt., Dstrct. Office, Lakeview, Ore., A/SLMR No. 276)

Bond Sales Promotional Specialists, GS-011, (in job classifications of: public affairs trainee, industrial payroll savings committee assistant, special projects assistant, and promotion assistant) not professional employees. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Conservationist, Range, is professional employee. (Bureau of Land Mgt., Dstrct. Office, Lakeview, Ore., A/SLMR No. 276)

Contract Assistant is not professional employee. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Design Specialist is professional employee. (Army and AF Exchange Service, Elmendorf AFB, and Ft. Richardson, Anchorage, Alaska, A/SLMR No. 208)

Education and Vocational Training Specialist is professional employee. (Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Engineer is professional employee. (Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187; Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Engineer, Civil is professional employee. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Engineer, Civil is professional employee. (Bureau of Land Mgt., Dstrct. Office, Lakeview, Ore., A/SLMR No. 276)

Farm Specialist is professional employee. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Forester is professional employee. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Forester is professional employee. (Bureau of Land Mgt., Dstrct. Office, Lakeview, Ore., A/SLMR No. 276)

Guidance Counselors in GS-1710 series are professional employees. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Historian is not professional employee. (Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Internal Revenue Agent is professional employee. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186)

Librarian is not professional employee. (Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Mining Engineers are professional employees. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Cal., A/SLMR No. 170)

Operations Research Analysts are not professional employees. (Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Outdoor Recreation Planners are not professional employees. (Interior, Bureau of Land Mgt., Riverside District and Land Office., Cal., A/SLMR No. 170)

Physicist is professional employee. (Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Range Conservationists are not professional employees. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Cal., A/SLMR No. 170)

Realty Specialists are not professional employees. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Cal., A/SLMR No. 170)

Realty Specialist is not professional employee. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Revenue Officer is professional employee. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186; Army Safeguard Logistics Command and Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224; Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Surveyor, Cadastral, is not professional employee. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Tax Auditor is professional employee. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186)

Teachers in GS-1710 series are professional employees. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Technical Advisor is professional employee. (Treasury, Office of Regional Counsel, Western Region, A/SLMR No. 161)

A/S adopted parties' stipulation that employees in certain classifications are professionals due to nonstandardized nature of work, educational requisites of position, exercise of independent judgment in work, and their classification by CSC. (2nd Coast Guard Dstrct., St. Louis, A/SLMR No. 93)

Wildlife Management Specialists are not professional employees. (Interior, Bureau of Land Mgt., Riverside District and Land Office, Cal., A/SLMR No. 170)

See also:

05 04 00 "Definitions"

15 28 00 "Remand" (A/SLMR No. 212)

20 04 04 "Community of Interest" (A/SLMR No. 212)

20 08 00 "Geographic Scope" (A/SLMR Nos. 22, 46, 52, 57, 60, 72, 83, 98, 99, 116, 141, 151, 153, 161, 162, 186, 210, 224, 227 243, 266 and 270)

20 16 04 "Severance" (A/SLMR Nos. 84 and 89)

20 16 16 "Residual Employees" (A/SLMR Nos. 260 and 262)

20 20 00 "Employee Categories and Classifications" (Specific Classifications, e.g., "Attorneys," "Nurses," "Teachers," etc.)

25 04 04 "Voting Procedures, Professionals" (A/SLMR No. 224)

25 04 28 "Voting Procedures, Self-Determination" (A/SLMR No. 260)

25 12 04 "Challenge, Eligibility of Employees" (A/SLMR No. 120)

Purchase and Hire Employees. Inclusion of "purchase and hire" employees in unit found inappropriate where such employees do not have clear and identifiable community of interest with other employees. (VA Hospital, E. Orange, N.J., A/SLMR No. 92)

Quality Assurance Specialists in Operations Division of Quality Assurance Directorate constitute appropriate unit. (DSA, Boston-Quality Assurance, A/SLMR No. 97)

Realty Specialist is not professional employee where work does not require knowledge of advanced type in field of science or learning, but rather only general academic education, supplemented by six-month training course and on-job training, with no specific academic requirement for position. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Residual Employees

(See: 20 16 16, "Representation Unit Determinations, Scope, Residual Employees.")

Revenue Officer is professional employee. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186)

Seasonal Employees (See also *Temporary Employees*)

Exclusion of seasonal employees as a group unwarranted. (A/SLMR Nos. 27, 77, 83, 86, 88, 98, 100, 107, 111, 116 and 334)

Inclusion of regular seasonal employees in consolidated, Activity-wide unit of all employees at a national forest, found appropriate. (Idaho Panhandle National Forests, A/SLMR No. 394)

Secretary

(See: 20 20 00, "Confidential Employees").

Student Employees

Students who work full-time during the summer and part-time during the school year as clericals under a special program arrangement between the Activity and a university, excluded from unit where, among other factors, there is no evidence of any likelihood of employment by the Activity upon completion of their present limited employment. (Portland, Ore. Area Office, HUD, A/SLMR No. 111)

Student Aides who work full-time during summer months and part-time during the school year included in motor pool unit where, among other factors, they have reasonable expectancy to continue employment on this basis and may be converted to full-time status if budget permits. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Supervisors

(See also: 05 04 00, "Definitions"; 20 20 00, "Firefighters," "Management Officials," "Teachers," and "Nurses").

County Supervisors, whose job functions and responsibilities are supervisory in nature, are supervisors, despite fact that they have only one subordinate. (Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

Aircraft Loadmaster (Instructor), GS-9, who exercises supervisory authority only over noncivilian, active-duty reservists, is supervisor. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

In determining supervisory status, it is immaterial whether supervisory authority involved is exercised over unit employees, non-unit employees, or over "persons" such as military personnel who are not "employees" within meaning of Sec. 2(b) of EO. (Army Base Command, Okinawa, A/SLMR No. 243)

Pursuant to FLRC Decision on Appeal and remand in *United States Department of Agriculture, Northern Marketing and Nutrition Research Division, Peoria, Illinois*, A/SLMR No. 120, FLRC No. 72A-4, which held that supervisory status was intended to be determined on basis of authority of individual, not on precise number of subordinates, A/S reviewed the record in A/SLMR No. 121 and found Personnel Equipment and Survival Technician, WG-12, was not supervisor but Personnel Technician, GS-6, was. Accordingly, A/S issued a supplemental Decision and Order Clarifying Unit to reflect these findings. (N.J. DOD, A/SLMR No. 269)

Account Technician is not supervisor. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Accounting Supervisor is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Administrative Assistant, GS-9, is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Administrative Officer is supervisor. (HEW, Regional Office VI, Dallas, Tex., A/SLMR No. 266)

Administrative Officer, GS-13, is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Administrative Officers are not supervisors. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Agricultural Management Specialists (County Supervisors) are supervisors. (Farmers Home Adm., A/SLMR No. 50)

Aircraft Commander is supervisor. (FAA, Battle Creek, Mich., A/SLMR No. 313)

Aircraft Loadmaster (Instructor), GS-8, is not supervisor, and is included in unit. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Aircraft Maintenance Analysis Technician, GS-9, is not supervisor. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Aircraft Mechanic Leader, WL-10, is not supervisor. (Pa. Nat'l. Guard, A/SLMR No. 376)

Area Specialists and Planning and Procedure Specialists, whose duties include analyzing policy issuance for effect on operations and recommending modifications in certain air traffic procedures to insure conformity with national policy are not supervisors, in that they are experts who carry out policy within defined guidelines but do not make, or influence effectively making of, Activity policy. They are included in unit with Air Traffic Control Specialists (Controllers) because skills employed are derived from experience as Controllers and there is community of interest. (FAA, A/SLMR No. 173)

Area Utilization Officer, held ineligible based on stipulation of parties, without contradictory evidence, that he was either supervisor or a management official. (GSA, Memphis, Tenn., A/SLMR No. 100)

Assistant to Automotive Mechanic Leader is not supervisor. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Assistant Budget Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant Director of Advertising and Promotion is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant Director of Marketing is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant General Foreman is supervisor (Army Base Command, Okinawa, A/SLMR No. 243)

Assistant Manager of Officers' Open Mess and Assistant Manager of NCO Club are supervisors. (Pa. Nat'l. Guard, A/SLMR No. 376)

Assistant Market Analysis Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant National Director is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Assistant Public Information Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Attorneys. Non-titled Attorneys of Office of Regional Counsel are not supervisors where they do not effectively evaluate other employees nor perform any other supervisory functions of Sec. 2(c) of EO. (Treasury, Office of Regional Counsel Region, A/SLMR No. 161)

Automatic Flight Control System Supervisor, WL-10, is supervisor. (N.J. DOD, A/SLMR No. 121)

Automotive Equipment Inspector, held to be non-supervisory based on parties' post-election stipulation to that effect, without contradictory evidence. (GSA, Memphis, Tenn., A/SLMR No. 100)

Automotive Equipment Maintenance General Foreman is supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

Automotive Mechanic Leader is supervisor. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Boilermaker Leader, WL-10, is not a supervisor. (Naval Station, Adak, Alaska, A/SLMR No. 321)

Bowling Alley Assistant Manager and *Bowling Alley Night Manager* are not supervisors where there is no evidence that they have been delegated authority to hire, fire, reprimand, suspend, rate, or promote; and they spend majority of time working at customer desk. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Budget Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Chef is supervisor. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Chief of Inventory Cycle Unit is supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

Chief of Officer Services is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Chief Quartermasters are supervisors. (Nat'l. Ocean Survey, Pacific Marine Center and Atlantic Marine Center, A/SLMR No. 222)

Clerical Services Supervisor, is supervisor. (Portland, Ore., Area Office, HUD, A/SLMR No. 111)

Coordinator of Banking and Volunteer Activities is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Corpsmen Supervisor and Corpsmen Assistant Supervisor are supervisors. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Data Processing Superintendent, GS-9, is not supervisor. (N.J. DOD, A/SLMR No. 121)

Deputy National Director is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Advertising and Promotion is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., No. 185)

Director of Marketing is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Program Planning is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Director of Public Affairs is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

District Conservationists are supervisors. (Agriculture, Soil Conservation Service, A/SLMR No. 48)

Editorial Assistant is not supervisor. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Electrician, Leader (Lineman) (WL-10) and *Electrician, Leader (Telephone) (WL-10)*, are not supervisors. (Naval Station, Adak, Alaska, A/SLMR No. 321)

Equal Opportunity Specialist is not a supervisor. (Portland, Ore., Area Office, HUD, A/SLMR No. 111)

Evaluation and Proficiency Development Specialists are supervisors. (FAA, A/SLMR No. 122)

Firefighters. (See: 20 20 00, "Firefighters").

Fire Control Section Leader is supervisor. (Va. Nat'l. Guard, A/SLMR No. 69)

Fire Dispatcher who acts as supervisor during seven-month fire prevention season is excluded from unit during portion of year that he acts as supervisor. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

First Sergeant is supervisor. (Va. Nat'l. Guard, A/SLMR No. 69)

Flow Controllers who regulate flow of air traffic, while highly skilled, are not supervisory employees, and because of their community of interest with petitioned for Air Traffic Control Specialists, are included in unit. (FAA, A/SLMR No. 173)

Food Activities "Supervisor," Storeroom "Supervisor" and "Supervisory Sales Clerk," who perform routine repetitive duties, generally work alongside other employees, and exercise alleged supervisory functions only in absence of respective managers and only on intermittent and infrequent basis, are not supervisors. (Army and AF Exchange Service, Richards-Gebaur AFB, Mo., [Whiteman AFB Exchange, Knob Noster, Mo.], A/SLMR No. 219)

Group Leaders are not supervisors. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Guidance Counselors are nonsupervisory and are included in unit of nonsupervisory, professional employees. (BIA, Navajo Area, N.M., A/SLMR No. 99)

Head Bartender is supervisor. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Hearing Examiners are supervisors. (SSA, Bureau of Hearings and Appeals, A/SLMR No. 142)

Heating Mechanical Equipment Foreman is supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

Hostess is supervisor. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Import Control Officers are supervisors. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Import Specialist Team Leaders are not supervisors. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Janitor Leader is not supervisor. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Liaison Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Maintenance and Supply Manager is not supervisor where he exercises authority over only one employee. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Manager of Officers Open Mess and *Manager of NCO Club*, are supervisors. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Marine Cargo Planner is supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

Market Analysis Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Medical Services Technician, GS-8, is a supervisor where he had independent and responsible authority over other employees. (N.J. DOD, A/SLMR No. 121)

Military Liaison and Security Specialists are experts who primarily develop technical procedures and programs but are not supervisory employees. Based on their community of interest with petitioned for Air Traffic Control Specialists, they are included in unit. (FAA, A/SLMR No. 173)

Military Personnel Technician, GS-7, is not supervisor. (Pa. Nat'l. Guard, A/SLMR No. 376)

Miscellaneous Documents Examiner is not supervisor. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Motor Pool Manager is supervisor. (GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146)

Museum Curator is supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

National Director is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Night Managers of NCO Club are supervisors. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 27)

Non-Destructive Inspection Supervisor, GS-9, is supervisor. (N.J. DOD, A/SLMR No. 121)

Offset Press Operator is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Operating Accountant is supervisor. (Air Force, Fort Snelling Officers Open Mess, Minn., A/SLMR No. 327)

Organizational Maintenance Shop Chief is supervisor. (N.J. DOD, A/SLMR No. 121)

Parachute Packer and Repairman, WG-11, is not supervisor. (N.J. DOD, A/SLMR No. 121)

Payroll Clerk, GS-6 is not supervisor. (Pa. Nat'l. Guard, A/SLMR No. 376)

Planning and Research Assistant is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Printing Officer is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Principal-Teacher is supervisor. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., A/SLMR No. 204)

Progressman is supervisor. (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

Public Information Officer is not supervisor. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Quality Control Superintendent, GS-9, is supervisor. (N.J. DOD, A/SLMR No. 121)

Quality Control Supervisor, GS-8, is not supervisor where he does not have any supervisory responsibilities, except on an intermittent and infrequent basis during the absence of his supervisor. (N.J. DOD, A/SLMR No. 121)

Seasonal Supervisor, who acts as supervisor four months per year and spends remaining eight months of year as rank-and-file employee, included in unit only during period he spends as rank-and-file employee, and is eligible to vote only if election is held during period that he is rank-and-file employee. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

"Shop Chiefs" are not supervisors. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Social Insurance Administrator is supervisor. (HEW Public Health Service Hospital, Boston-Brighton, Mass. A/SLMR No. 266)

Special Assistant to National Director is supervisor. (Treasury, U.S. Savings Bonds Division, Wash., D.C., A/SLMR No. 185)

Supervisor Customs Aids are supervisors. (Customs Region IX, Chicago, Ill., A/SLMR No. 210)

Supervisory Accounting Technician is supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

Supervisory Claims Inspectors are supervisors. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

Supervisory Firefighter (Structural, GS-7 and GS-8), commonly referred to as "Station Captains" and "Senior Station Captains," are supervisors. (Holloman AFB, Alamogordo, N.M., A/SLMR No. 235)

Supervisory Inventory Management Assistant is not supervisor. (Army Base Command, Okinawa, A/SLMR No. 243)

Supervisory Voucher Examiner is supervisor. (Treasury, U.S. Savings Bonds Division, D.C., A/SLMR No. 185)

Supply Specialist is not supervisor. (Va. Nat'l. Guard, A/SLMR No. 69)

Supply Technician, GS-7, is not supervisor. (Pa. Nat'l. Guard, A/SLMR No. 376)

Surveying Technician is not supervisor where he works as part of team and there is no evidence that he exercises authority over team members other than of routine nature. (Francis Marion and Sumter National Forests, A/SLMR No. 227)

Team Leaders not supervisors where relationship between leaders and team members is one of senior employee to junior employee. (Customs Bureau, Region IV, A/SLMR No. 152)

Technician-In-Depth is not supervisor. (FAA, ARTCC, Albuquerque, N.M., A/SLMR No. 277)

Training Instructor (Social Skills) is not supervisor. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Training Officers are not supervisors where they do not exercise any supervisory authority over other employees and the evidence does not establish that the performance appraisals they prepare are effective. (National Capital Airports, Wash., D.C., A/SLMR No. 405)

Transportation Operations Assistant (Motor), is not supervisor. (GSA, Memphis, Tenn., A/SLMR No. 100)

Unit Supervisors in Janitorial and Grounds Branch are not supervisors. (Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

Warehouse Leader, WL-6, is not supervisor. (926th Tactical Airlift Gp., Naval Air Sta., Belle Chasse, La., A/SLMR No. 221)

Warehouseman Leader, WL-7, is not supervisor. (Pa. Nat'l. Guard, A/SLMR No. 376)

Surveyor, Cadastral is not professional employee where position does not require knowledge of advanced type in field of science or learning or prolonged course of specialized intellectual instruction or study. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Tax Auditor is professional employee. (IRS, Birmingham Dstrct., Ala., A/SLMR No. 186)

Teachers

"Instructors" are neither management officials nor supervisors with respect to students to whom they give instructions. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117)

Instructors at FAA Academy while not managerial or supervisory employees because they do not formulate policy and have no authority to effect tenure of students, nevertheless are excluded from nationwide unit of Air Traffic Control Specialists (Controllers) because instructors and Controllers do not have common duties or work locations. (FAA, A/SLMR No. 173)

Teachers included in Multi-school, Activity-wide unit with education specialists and guidance counselors. (BIA, Navajo Area, N.M., A/SLMR No. 99)

Teachers are not employees engaged in Federal personnel work within meaning of EO, where they are engaged solely in teaching and their exclusion from coverage of EO is unwarranted. (Portsmouth Naval Shipyard, N.H., A/SLMR No. 2)

Teachers in GS-1710 series are professional employees. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah., A/SLMR No. 204)

Substitute Teachers excluded from unit where they do not have reasonable expectation of permanent employment. (Army, U.S. Dependents' Schools, European Area, A/SLMR No. 260)

Unit of all *teachers* appropriate where teachers' duties, work areas, and supervision are common and distinct, and they do not interchange with any other employees and have not been part of established units for exclusive representation at Activity. (Portsmouth Naval Shipyard, N.H., A/SLMR No. 2)

See also:

20 08 00, "Geographic Scope", (A/SLMR Nos. 99 and 110)

35 00 00, "Unfair Labor Practices: Agency," (A/SLMR No. 117)

20 16 16, "Residual Employees," (A/SLMR No. 260)

25 04 08, "Voting Procedures, Self-Determination", (A/SLMR No. 260)

Technician-in-Depth is not supervisor. (FAA, ARTCC, Albuquerque, N.M., A/SLMR No. 277)

Telephone Operators. Severance of telephone operators from existing Activity-wide unit of all GS employees denied, where evidence failed to establish that interests of telephone operators have not been represented adequately. VA Hospital, Hines, Ill., A/SLMR No. 85)

Teletypists do not constitute a separate appropriate unit. (GSA, Atlanta, Ga., A/SLMR No. 109)

Temporary Employees

Temporary and temporary-part-time employees hired for a period not to exceed one year and seasonal employees are included in unit with regular full-time employees where both groups share similar working conditions.

Temporary full-time and temporary part-time employees hired for an expected period of 90 days or less and, generally, have no reasonable expectancy of future employment beyond that period are excluded from unit. (Alaskan Exchange System, Base Exchange, A/SLMR No. 33; St. Louis Region, CSC, A/SLMR No. 162; Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167)

Seasonal or temporary employees, hired during summer months as firefighters, included in unit. (Bureau of Land Mgt., District Office, Lakeview, Ore., A/SLMR No. 212)

Employees classified as "temporary" or "seasonal" included in unit. (Francis Marion and Sumter National Forests, S.C., A/SLMR No. 227)

Replacement (for regular employee on sick leave due to injury) excluded from unit. (Interior, Weber Basin Job Corps Civilian Conservation Cntr., Ogden, Utah, A/SLMR No. 204)

Temporary employees included in unit. (IRS, Birmingham Dstrct., Ala. A/SLMR No. 186; Agriculture, Farmers Home Adm., Nashville, Tenn., A/SLMR No. 205)

"Temporary" (Intermittent) employees included in unit. (Customs, Region IX, Chicago, Ill., A/SLMR No. 210)

"Temporary part-time employees" excluded from unit. (Army and Air Force Exchange Service, Norton AFB, Calif., A/SLMR No. 191)

Employees classified as "seasonal" found to manifest a substantial and continuing interest in terms and conditions of employment along with regular full-time employees, and therefore included in the appropriate unit, where seasonal employees receive same supervision and perform duties substantially the same as regular full-time employees, and have a reasonable expectancy of employment season after season. (Mark Twain National Forest, Springfield, Mo., A/SLMR No. 303)

Temporary GS employees should be included in unit found appropriate. (HQ., Army Training Cntr., and Ft. Leonard Wood, Mo., A/SLMR No. 328)

Temporary employees excluded from unit where it was found that they do not have a reasonable expectancy of continued employment. (Army and AF Exchange, Fort Huachuca, Ariz., A/SLMR No. 167)

Tenant of Activity. Unit of all GS and WB employees excluding, among others, employees of tenant of Activity held appropriate because employees therein share clear and identifiable community of interest since they have common supervision, working conditions, hours of work, grievance procedures and leave policies, and common mission. (Defense General Supply Cntr., Richmond, Va., A/SLMR No. 11)

Where evidence failed to establish that functions of the various tenants and the Activity were integrated and interdependent and where the record was silent as to whether there were work-related contacts between unit and tenant employees, the A/S determined that there was insufficient evidence upon which to make a finding as to whether the tenant activities' employees should be included in the ap-

propriate unit. (Army-AF Exchange Service, Capitol Exchange Region, Tacony Warehouse, Philadelphia, Pa., A/SLMR No. 392)

Term Employees

Term Deputy United States Marshals included in unit of career and career-conditional Deputy United States Marshals in District, because they share common mission, pay scale, job assignments, working conditions, and uniform personnel and labor relations policies and have reasonable expectancy of employment. (U.S. Marshal's Office, Northern District of Ill., A/SLMR No. 197; Marshal's Office, Northern District of Ga., A/SLMR No. 198)

Term Employees included in unit. (IRS, Birmingham District, Ala., A/SLMR No. 186)

Employees hired under a 4-year fixed term appointment are included in unit where they: (1) work side by side with other employees in unit; (2) have same rights, benefits and privileges as such employees; and (3) have substantial and continuing interest in terms and conditions of employment. (DSA, Defense Depot, Memphis, Tenn., A/SLMR no. 107)

Unfilled Categories and Classifications. A/S makes no findings with respect to eligibility of temporary employees, because no such employees were employed at time of hearing. (Naval Weapons Station, Yorktown, Va., A/SLMR No. 181; Army and Air Force Exchange Service, Norton AFB, Cal., A/SLMR No. 191; Treasury, Division of Disbursement, Birmingham, Ala., A/SLMR No. 217; Army and Air Force Exchange Service, Vandenberg AFB, Cal., A/SLMR No. 218)

It would not effectuate purposes of EO to amend a certification (more appropriately, clarify unit) where job classifications sought to be added to unit exclusions are not, in fact, filled by employees. (Army and AF Exchange Service, Golden Gate Exchange Region, Norton AFB, Cal., A/SLMR No. 190)

Vista Volunteers. Unit composed of Vista volunteers employed under amended Economic Opportunity Act of 1964 was inappropriate since Vista volunteers are not employees within meaning of EO. (VISTA, A/SLMR No. 95)

"WAE" Employees

"WAE" (When Actually Employed) Language Instructors excluded from unit of all nonsupervisory Language Instructors as result of clarification of unit proceeding where they: (1) are employed sporadically and are hired only for contingencies; (2) are not assigned regular classes; (3) share no common benefits with other employees; and (4) generally, do not have reasonable expectation of future employment. (Defense Language Institute, East Coast Branch, Wash., D.C., A/SLMR No. 213)

"WAE" (When Actually Employed) employees included in unit where they: (1) work under similar personnel policies, terms, and conditions of employment as other employees; and, (2) have reasonable expectancy of continued employment. (St. Louis Region, CSC, A/SLMR No. 162)

Wage Board

Unit Appropriate

Unit limited to all nonsupervisory WB employees of one Section of Activity's Division is appropriate rather than Division-wide or Branch-wide unit including GS as well as WB

employees because employees in petitioned for Section: (1) are only WB employees in Division; (2) have specialized training and experience and are licensed, specifically, to work on designated parts and sections of aircraft; (3) have no interchange with other Division employees; and (4) have separate and distinct organization, supervision, and work shops. Neither of the two proposed units, according to Activity would have impaired efficiency of operations. (FAA, NAFEC, Atlantic City, N.J., A/SLMR No. 15)

Unit limited to one WB job series appropriate but single unit of three WB job series not appropriate. (Material Command, Red River Army Depot, A/SLMR No. 131)

Unit of all WB employees of Activity found appropriate, where, no labor organization has petitioned for more comprehensive unit; and, Activity has no objection to petitioned for unit, (Naval Weapons System, Yorktown, Va., A/SLMR No. 181)

Division-wide unit of WB employees in an existing recognized unit encompassed by appropriate Regionwide petition granted a self-determination election. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

Unit Not Appropriate

Activity-wide unit of WB and GS employees held appropriate, and unit limited to WB inappropriate. (Army Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 77)

Combined unit of all WB and GS technicians held appropriate, and unit limited to WB technicians inappropriate, where WB and GS technicians: (1) have similar skills and working conditions and common supervision at decision-making level; and, (2) work at same location, frequently together. (FAA, Airway Facilities Div., Eastern Region, A/SLMR No. 94)

Unit limited to WB employees and excluding GS employees inappropriate where: (1) there are centralized personnel policies and programs which are common to both classifications and transfers between the two; (2) both groups share (a) similar working conditions, (b) common supervision, (c) regular on-the-job contact, (d) common eating and parking facilities; and, (3) the two groups mutually assist each other in the course of their assignments. (Nat'l. Capital Parks, A/SLMR No. 114)

Unit limited to WB employees but excluding GS employees found inappropriate despite separate pay classifications. (Army Corps of Engrs., St. Louis, Mo., A/SLMR No. 115)

Unit limited to WB technicians not appropriate, because of no community of interest separate and distinct from other employees. (Miss. Nat'l. Guard, Thompson Field and Camp Shelby, A/SLMR No. 123)

Claimed unit of WB employees not appropriate where included employees do not have identifiable community of interest separate and distinct from excluded employees. (Richard B. Russell Research Cntr., Ga., A/SLMR No. 189)

Unit limited to Activity's Housing Division WB employees with GS excluded, is not appropriate. (Housing Division, HQ 9th Infantry Division and Ft. Lewis, Washington, A/SLMR No. 209)

A/S found that a unit limited to WG employees, not appropriate. (Bureau of Public Debt, Wash., D.C., A/SLMR No. 378)

WB and GS Employees. See 20 20 00, "GS and WB Employees."

Warehouse Employees. Unit of all nonsupervisory warehouse employees found appropriate. (New England Exchange Region, A/SLMR No. 54)

20 24 00
Post-Decisional Intervention, Showing of Interest and Withdrawal

20 24 04
Posting of Notice of Unit Determination

Where unit found appropriate is substantially different from that sought, A/S directed posting of a Notice of Unit Determination in areas where notices are normally posted affecting employees eligible to vote, pursuant to which any labor organization may seek intervention, in accordance with Sec. 202.5 of Regs., for sole purpose of appearing on ballot. (Army, St. Louis District, Corps of Engrs., A/SLMR No. 17; Nat'l. Guard Bureau, Adj. Gen., Ga., A/SLMR No. 74; 2nd Coast Guard Dstrct., St. Louis, A/SLMR No. 93; HEW, St. Elizabeth's Hospital, Wash., D.C., A/SLMR No. 102; Agriculture, Schenck Civilian Conservation Cntr., N.C., A/SLMR No. 116; Material Command, Red River Army Depot, A/SLMR No. 131; GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146; Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187; and Cal. Air Nat'l. Guard Hq., 146th Tactical Airlift Wing, Van Nuys, Cal., A/SLMR No. 259)

20 24 08
Showing of Interest

Petition dismissed where showing of interest is inadequate for appropriate unit, which is larger than that sought. (Alaskan Exchange System, So. Dstrct and Hq., A/SLMR No. 32; DSA, Defense Depot, Memphis, Tenn., A/SLMR No. 107; Agriculture, Schenck Civilian Conservation Cntr., N.C., A/SLMR No. 116; NAF Activity, Ft. Benning, Ga., A/SLMR No. 188; and Nat'l. Hwy. Traffic Safety Adm., Wash., D.C., A/SLMR No. 193)

Where record is unclear as to adequacy of Petitioner's showing of interest because of inclusion of certain disputed categories and exclusion of others by A/S decision, appropriate AA is directed to determine such adequacy before proceeding to election or, if inadequate, petition should be dismissed. (Customs Bureau, Region IV, A/SLMR No. 152; NAF Activity, Ft. Benning, Ga., A/SLMR No. 188; and Nat'l. Hwy Traffic Safety Adm., Wash., D.C., A/SLMR No. 193)

Where election is directed in unit larger than that sought, but record is unclear as to adequacy of Petitioner's showing of interest in unit found appropriate, before proceeding to election, AA is directed to reevaluate showing of interest, and if inadequate, petition is to be dismissed. (Army Hq., Army Training Cntr. Engineer, Ft. Leonard Wood, Mo., A/SLMR No. 183; Air Force, NAF Activities, Tyndall AFB, Fla., A/SLMR No. 226)

20 24 12
Opportunity to Withdraw

Where A/S directed an election in a unit substantially different than that sought by petitioner, but petitioner has sufficient showing of interest, it may withdraw its petition if it does not desire to proceed to an election in the unit found appropriate, upon notice to the appropriate AA within 10

days of A/S Decision. (Army, St. Louis Dstrct., Corps of Engrs., A/SLMR No. 17; Nat'l. Guard Bureau, Adj. Gen., Ga., A/SLMR No. 74; HEW, St. Elizabeth's Hospital, Wash., D.C., A/SLMR No. 102; Material Command, Red River Army Depot, A/SLMR No. 131; GSA, Region 10, Interagency Motor Pool No. 2, Portland, Ore., A/SLMR No. 146; Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187; and Calif. Air Nat'l. Guard Hq., 146th Tactical Airlift Wing, Van Nuys, Calif., A/SLMR No. 259)

A/S found that petitioning labor organization had sufficient showing of interest to be treated as intervenor in election in unit found appropriate, sought by another Petitioner, and directed that its name be placed on ballot. However, because unit found appropriate is larger than unit sought initially, intervenor may withdraw from election upon notice to AA within 10 days of A/S Decision. (Army Engr. Div., New England, A/SLMR No. 5; Minn. Army Nat'l. Guard, A/SLMR No. 14; GSA, PBS, San Francisco, Calif., A/SLMR No. 39; Army Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 77; Army Electronics Command, Ft. Monmouth, N.J., A/SLMR No. 83; Lone Star Army Ammunition Plant, Texarkana, Tex., A/SLMR No. 187; and Calif. Air Nat'l. Guard Hq., 146th Tactical Airlift Wing, Van Nuys, Calif., A/SLMR No. 259)

25 00 00
REPRESENTATION ELECTION AND POST-ELECTION STAGES

25 04 00
Voting Procedures

25 04 04
Professionals

Elections were directed in separate voting groups of professionals and nonprofessionals to determine desires of professionals on inclusion with nonprofessionals, pursuant to Sec. 10(b)(4) of EO and in accordance with procedure specified in Decision, Order and Direction of Election. (Army Engr. Div., New England, A/SLMR No. 5)

Challenge to ballot of Occupational Health Nurse, as professional employee, who was not afforded opportunity for professional self-determination ballot, sustained where she was found to be professional and there was failure to comply with Sec. 10(b)(4) of EO requirement for professional self-determination as to inclusion in unit with nonprofessionals. (GSA, Memphis, Tenn., A/SLMR No. 100)

Where professional employees are granted option of separate unit or inclusion in existing nonprofessional unit, if professionals vote for inclusion with nonprofessionals, separate tally on second question as to votes for or against the labor organization would be meaningless and unnecessary. Separate tally on second question is necessary only if professionals vote for separate unit. (Army Safeguard Logistics Command and Army Safeguard Systems Command, Huntsville, Ala., A/SLMR No. 224)

Self-determination election directed for professionals where professional and nonprofessional employees are sought in one unit. (Nat'l. Science Foundation, Wash., D.C., A/SLMR No. 316)

Challenge to ballot sustained and ballot voided where, on two-question professional ballot requesting preferences as to (a) inclusion in unit with nonprofessionals, and (b) choice between competent labor organization or neither, the voter, while marking second question, omitted any choice on first. (R A/S No. 40)

25 04 08

Self-Determination

Self-determination election directed among plumbers, pipefitters and related classifications in view of finding that such group may constitute separate appropriate unit or be included in more comprehensive unit. If majority of valid votes of plumbers and related classifications are for labor organization seeking to represent them separately, separate unit is appropriate. In such event, more comprehensive unit, but excluding plumbers and related classifications, is appropriate. If majority of valid votes of plumbers and related classifications are not for labor organization seeking to represent them separately, their votes will be pooled with remainder of employees in more comprehensive unit, which combined group is held to be appropriate unit. (Naval Air Station, Alameda, Cal., A/SLMR No. 6)

No self-determination election granted to employees, despite recent bargaining history, where exclusive representative is found to be defunct, and such employees are included in petitioned for broader unit. (FAA, A/SLMR No. 173)

Self-determination elections granted in 3 smaller units encompassed by District-wide petition, where such smaller units have collective bargaining history. If majority of employees voting in such self-determination elections do not select incumbent union to represent their group separately, their votes will be pooled with those of employees in District-wide election. (Army Engineer District, Mobile, Ala., A/SLMR No. 206)

Where Petitioner requested that claimed employees be given opportunity to determine whether or not they desire to be represented in existing overall unit represented by Petitioner, and where alternative was voting for separate representation in residual unit with Intervenor as representative, A/S found request consistent with purposes of EO. Accordingly, if majority of employees in unit found appropriate vote for Petitioner, they will be taken to have indicated their desire to be included in existing unit currently represented by Petitioner. On other hand, if majority of employees vote for Intervenor, they will be taken to have indicated their desire to be represented in separate, residual unit. (Army, U.S. Dependents' Schools, European Area, A/SLMR No. 260)

In view of Intervenor's clear intention to have a substantial portion of unit found appropriate included within existing Division-wide unit, A/S found that employees of newly formed small unit found appropriate should be given opportunity to become part of existing Division-wide unit or unit found appropriate. (JFK Cntr., Wash., D.C., A/SLMR No. 305)

Self-determination election directed where professional and nonprofessional employees are sought in one unit. (Nat'l. Science Foundation, Wash., D.C., A/SLMR No. 316)

Self-determination election directed among Exchange employees in Exchange-wide unit and two separate satellite locations in view of finding that such satellite locations may constitute separate appropriate units or be included in larger Exchange-wide unit. (Army & AF Exchange Service, NW Area Exchange, Fort Lewis, Wash., A/SLMR No. 338)

Self-determination election granted in an existing recognized Division-wide unit of WG employees encompassed by appropriate Regionwide petition. (GSA, Region 2, New York, N.Y., A/SLMR No. 358)

25 04 12

Role of Observers

Although the A/S ordered the 19(a)(1) and (2) complaint dismissed based on the rationale contained in the Council's Decision, he noted that observers are not merely guardians of a particular sponsor's interests in an adversary forum but, rather, they protect the integrity of the election process and, as such, further the purposes and policies of the Order. (IRS, Fresno, Cal., A/SLMR No. 309)

25 04 16

Severance

If majority of guards in existing mixed unit of guards and nonguards represented by nonguard labor organization, which is not allowed on ballot, do not choose guard labor organization seeking to represent a more comprehensive unit of guards, then employees will be viewed to have indicated their desire to remain in existing unit. If majority of guards in existing mixed unit vote for guard labor organization seeking to represent a more comprehensive unit, then votes for Petitioner are accorded their face value and votes against severance are counted as part of total number of valid votes cast, but neither for nor against Petitioner. (GSA, Region 9, San Francisco, Cal., A/SLMR No. 333)

25 08 00

Objections

25 08 04

Under EO 10988

Labor organization offer during election campaign of free legal services for job-related grievances during life of EO 10988 is consistent with that EO which permitted employee choice of representative in processing grievance. (Norfolk Naval Shipyard, A/SLMR No. 31)

25 08 08

Procedure

Objections to election concerning conduct by Activity representative in pre-election speech, not entertained by ALJ where scope of hearing was limited solely to challenged ballots, and A/S previously had ruled on objections following request for review of ARD's Report on Objections. (VA, Regional Office, Newark, N.J., A/SLMR No. 38)

Objections to election, alleging that eligible employee was deprived of opportunity to vote because his name was not on certified voters' list, not entertained by ALJ where scope of hearing was limited solely to challenged ballots. (VA, Regional Office, Newark, N.J., A/SLMR No. 38)

Objections to election, alleging irregularities by Activity and A/S representatives, such as improper mailing of bal-

lots, dual voting, etc., overruled. (Army Tank Automotive Command, Warren, Mich., A/SLMR No. 56)

Objecting party's failure to appear at hearing on objections is cause for over-ruling objections, since objecting party has burden of proof under Sec. 202.20(d) of Regs. (VA Hospital, Downey, Ill., A/SLMR No. 81)

A/S granted motion to exclude testimony given at hearing on objections to election about allegedly improper conduct by two specific individuals because allegation was not properly before ALJ where objections themselves failed to mention the two individuals, while specifying others. (Agricultural Stabilization and Conservation Service, Kansas City, Mo., A/SLMR No. 137)

Period for filing objections commenced when AA furnished tally of ballots to Petitioner by mail, after Petitioner refused to accept service of tally of ballots at conclusion of election, and accordingly, objections were timely. However, refusal to accept service of tally of ballots at conclusion of election to gain additional time for filing objections is not condoned and, in future, failure to accept service of tally will not operate to extend period for filing objections. (Customs Bureau, Boston, Mass., A/SLMR No. 169)

Petitioner's attempt, at hearing, to litigate its contention that Intervenor did not make proper service of objections to election on Petitioner under Sec. 202.20(a) of Regs. found improper because matter was outside scope of hearing in this case. (Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 177)

Objections to election challenging late intervention which were granted by AA, overruled by the A/S on grounds that agreement to, and participation in, consent election, with full knowledge of late intervention, constituted waiver. (R A/S No. 12)

Labor organization, eliminated from runoff election by results of original election, was not party to, and therefore not entitled to file objections to runoff election (R A/S No. 17).

A/S will not police side agreements of parties on pre-election campaigning, and breach of such agreement will not serve to set aside election, absent evidence that conduct constituting such breach had independent, improper effect on conduct or results of election. (R A/S No. 20)

Objections to conduct affecting results of election contained in request for review, but not in objections filed previously pursuant to Sec. 202.20(a) of Regs., are untimely and will not be considered by A/S. (R A/S No. 22)

Burden of proof in objections to election, including submission of evidence, must be borne by objecting party during AA's investigation, as well as during hearing on objections, under Sec. 202.20 of Regs. (R A/S No. 39)

ARD's dismissal of objections upheld by A/S where objecting party did not serve copies of objections on other parties to election until one week after timely service upon AA, thus failing to meet simultaneous service requirement of Sec. 202.20(a) of Regs. (R A/S No. 41)

Objections to conduct alleged to affect results of runoff election based on event occurring prior to first election but not urged as objection to that election may not be considered as grounds for setting aside runoff election, except

in unusual circumstances. Critical period as basis for such objections begins running from date of first election. (R A/S No. 50)

Objection to election based upon alleged ineligibility of voters who cast ballots without challenge is not proper objection but is, in essence, challenge which only can be made before ballot is cast and commingled with other valid ballots. *Objections* related to working of election mechanisms and fair and accurate count of ballots, while *challenges* related to eligibility of prospective voters. (R A/S No. 51)

25 08 12

Timing of Objectionable Conduct

No impact found on December 1969 election where offers to pay for solicitation of new members were discontinued in April 1969. (Norfolk Naval Shipyard, A/SLMR No. 31)

Election set aside and new election directed where labor organization "A" distributed leaflet on day before election claiming endorsement by official of organization "B", whom it erroneously and deceptively characterized as national vice president of "B" rather than as president of one of its locals. Distribution of leaflet on day before election prevented labor organization "B" from making effective reply. (Army Tank Automotive Command, Warren, Mich., A/SLMR No. 56)

Election set aside where Petitioner distributed leaflet containing either misrepresentations or deceptions concerning Intervenor on day before election, when Intervenor had no opportunity to reply before election, and employees could not have evaluated the statements in their full light. (Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 177)

25 08 16

Agency Rules on Campaigning

Activity's rules restricting communication with employees by labor organizations, pending execution of election agreement by parties, promulgated under authority of EO 10988 and in conformance with Civil Service Commission guidelines, and applied equally to all labor organizations, were presumed valid. *Charleston Naval Shipyard*, A/SLMR No. 1, is distinguishable because restrictive rules in that case were put into effect after January 1, 1970, and were found to violate EO 11491. (Norfolk Naval Shipyard, A/SLMR No. 31)

Activity's announcement of, and grant of, equal treatment to both non-intervening labor organization and Petitioner with respect to electioneering privileges, including access to its facilities, which non-intervenor used for carrying on "no" vote campaign, was improper regardless of recognized status non-intervenor had previously enjoyed, and such Activity conduct constituted interference affecting results of election, which was set aside and new election directed. (Geological Survey Cntr., Menlo Park, Cal., A/SLMR No. 143)

Objections to election sustained, election set aside, and second election directed where Activity refused to permit labor organizations to use its intra-office mail facilities to communicate with electorate, which is dispersed over wide geographical area, with some located in remote areas, and where employee addresses were not furnished and access to employee bulletin boards not permitted, inasmuch as

Activity has affirmative obligation to provide some means for electorate to receive necessary information to make intelligent, informed choice. (Customs Bureau, Boston, Mass., A/SLMR No. 169)

Objections to election based on denial of access by non-employees to Activity premises to conduct personal and direct election campaign with employees, (as distinguished from access through mail), overruled where objecting party failed to show that employees at whom campaigning is directed are inaccessible, thus rendering reasonable attempts to communicate with them on direct basis outside Activity's premises, ineffective. (Customs Bureau, Boston, Mass., A/SLMR No. 169)

Agency regulations prohibiting labor organizations from using its intraoffice mail facilities for communicating with electorate are not controlling if they contravene purposes of EO. (Customs Bureau, Boston, Mass., A/SLMR No. 169)

Objections alleging that Activity permitted Union which was not party to election to use its facilities to campaign against Petitioner overruled where such campaign was neither assisted nor encouraged by Activity and was conducted solely by Activity employees. Fact that non-competing Union had been barred from appearing on ballot because of its prior ULP did not convert legitimate representation activities of its employee supporters and of its officials, who were members of the bargaining unit in which the election was held, into conduct which would warrant setting aside election. (FAA, N.Y. ATC Cntr., A/SLMR No. 184)

While Activity should not police or censor campaign propaganda, it has right to ensure that literature posted on its property is not violative of any law. Activity's conduct, on only two occasions, in preventing Petitioner from posting allegedly libelous campaign literature on Activity's bulletin board, does not warrant setting aside election where this was sole limitation on circulation of Petitioner's campaign literature and where Petitioner had ample opportunity to, and in fact did, communicate with voters by other means. (FAA, N.Y. ATC Cntr., A/SLMR No. 184)

In absence of exceptions, A/S adopted ALJ's recommendation that objections to election be overruled where objecting Union failed to establish as objectionable Activity's conduct in permitting certain employees to take leave without pay to work full time for intervening incumbent's campaign, during work hours in industrial areas of Activity, because any employee-supporter of the objecting Union could have requested leave without pay status which, Activity stated, would have been granted. (Portsmouth Naval Shipyard, N.H., A/SLMR No. 241)

Objections to election, alleging that Activity's conduct in approving distribution of anti-union literature by employees affected election results, overruled where literature's content was neither beyond proper bounds nor sponsored nor endorsed by Activity, and Sec. 1(a) employee rights include right to express views freely in election campaign, even if unfavorable to particular labor organization. (R A/S No. 32)

25 08 20

Campaign Communications

Although Petitioner misrepresented facts as to offer of free life insurance, intervenor had opportunity to, and in

fact did, respond, providing employees with basis for independent evaluation. Such situation is best handled through election campaign process, and, accordingly, objection based upon alleged misrepresentation was held without merit. (Norfolk Naval Shipyard, A/SLMR No. 31)

Election set aside and new election directed where labor organization "A" distributed leaflet on day before election claiming endorsement by official of labor organization "B", whom it erroneously and deceptively characterized as national vice president of "B" rather than as president of one of its locals. Deception constituted campaign trickery involving substantive misrepresentation of fact which impaired employees' ability to vote intelligently on the issue. (Army Tank Automotive Command, Warren, Mich., A/SLMR No. 56)

Misrepresentation in leaflet distributed to employees by one labor organization five days before election alleging that other labor organization had purchased and operated expensive jet airplane for its top officials was campaign propaganda which could be properly evaluated and lacked significant impact on election. (Army Tank Automotive Command, Warren, Mich., A/SLMR No. 56)

Election set aside where Petitioner distributed leaflet containing either misrepresentations or deceptions concerning Intervenor on day before election, when Intervenor had no opportunity to reply before election, and employees could not have evaluated the statements in their full light. (Military Ocean Terminal, Bayonne, N.J., A/SLMR No. 177)

Objections to election, based on Activity's prohibition on Petitioner's posting allegedly libelous literature on Activity bulletin board, overruled where this was sole limitation on circulation of Petitioner's campaign literature and where Petitioner had ample opportunity to, and in fact did, communicate with voters by other means. (FAA, N.Y. ATC Cntr., A/SLMR No. 184)

Objection overruled where the objecting labor organization had ample opportunity prior to the election to respond effectively to any alleged misrepresentation which may have occurred. (NAF Activities, XVIII Airborne Corps & Ft. Bragg, N.C., A/SLMR No. 284)

Publication by Activity of a list of employee positions by job title, series and job number alleged to be ineligible to vote constituted objectionable conduct warranting the setting aside of the election. (Army Aviation Systems Command, St. Louis, Mo., A/SLMR No. 315)

Objection to election filed by Intervenor alleging that handbill distributed by Petitioner contained false and misleading information concerning Petitioner's dues structure and the ability of employees to withdraw from membership in Petitioner overruled, where evidence discloses that statements in handbill concerning the Petitioner's dues structure were true and that the policy of Petitioner did not restrict, in any way, the ability of employees to withdraw from membership in Petitioner. Intervenor's argument that latter statement was misleading, in that an employee may not at any time revoke a properly executed dues withholding authorization, rejected, since this argument misconstrues the express language of Petitioner's statement in the handbill. (Army & AF Exchange Service, Ft. Polk, La., A/SLMR No. 407)

Objection to election filed by Intervenor asserting that Petitioner distributed a handbill containing certain un-

founded statements two days before the election, and that such timing precluded the Intervenor from responding, overruled, based on finding that the Petitioner actually commenced distribution of handbill in question eight days before the election, and that such timing did not preclude the Intervenor from making an effective reply. (Army & AF Exchange Service, Ft. Polk, La., A/SLMR No. 407)

Campaign literature by one of two unions in election criticizing Activity's budget and staffing was recognizable as self-serving propaganda and not of nature which would improperly affect results of election. Accordingly, objections to election were overruled and election was not set aside. (R A/S No. 20)

25 08 24

Promises of Benefit

Promise by labor organization during election campaign of free \$10,000 accidental death and dismemberment insurance policy was found to constitute granting of immediate tangible economic gift which impairs employee's freedom of choice based, in part, upon payment of \$10,000 to deceased employee's beneficiary. (Norfolk Naval Shipyard, A/SLMR No. 31)

Offer of free insurance coverage by labor organization, contingent upon outcome of election, was improper promise of benefit. Accordingly, election was set aside and second election directed. (Norfolk Naval Shipyard, A/SLMR No. 31)

25 08 28

Conduct of Election

Shift supervisor's conduct improperly affected results of election and required setting it aside and directing second election where: (a) on day prior to election, she told employees she would escort everyone to polls and make sure they voted; (b) in presence of numerous employees, she told two employees that if they worked half as hard on job as they did for union they would both be in higher grades; and (c) she entered polling area and questioned election officials about employee's ballot in presence of other employees. (Agricultural Stabilization and Conservation Service, Kansas City, Mo., A/SLMR No. 137)

Objecting Union failed to meet its burden of proof to show that unauthorized presence of employee vice-president of opposing Union in two polling places for limited time improperly affected results of election, where employee did not converse with voters or otherwise campaign, did not wear any form of union or personal identification and was not requested to leave polling areas by parties' observers. (Army Transportation Cntr., Fort Eustis, Va., A/SLMR No. 157)

25 08 32

Agency Neutrality

A/S found that certain pre-election conduct of a supervisor of non-unit employees with respect to a unit employee improperly affected the results of an election and further held, contrary to the ALJ, that statements made by the same supervisor to a unit employee on the day prior to the election also constituted objectionable conduct which warranted setting aside the election. A/S noted that a policy of Agency neutrality in any representation election campaign is clearly

established in the preamble and Sec. 1(a) of the Order. (Antilles Consolidated Schools, Roosevelt Roads, Ceiba, P.R., A/SLMR No. 349)

25 12 00

Challenges

25 12 04

Eligibility of Employee

(See also: 20 20 00, "Employee Categories and Classifications")

Stipulations by parties resolving certain determinative challenges based on supervisory status, which were relied upon in issuing certification of representative, were revealed to be sham stipulations when certified representative subsequently filed petition for clarification of unit, seeking to include in unit, among others, employees previously excluded by stipulation. A/S ordered prior certification revoked because of substantial doubt as to its validity. (Ill. Air Nat'l. Guard, 182nd, A/SLMR No. 105, reversed, FLRC No. 71A-59)

Parties' stipulation as to eligibility or ineligibility of certain voters will be accepted in absence of any evidence that such stipulation is improper. (Army, Automated Logistics Mgt. Systms. Agency, St. Louis, Mo., A/SLMR No. 113)

Notwithstanding terms of parties' consent election agreement, challenges to individuals determined to be supervisors are sustained. (Army, Automated Logistics Mgt. Systms. Agency, St. Louis, Mo., A/SLMR No. 113)

Individuals, challenged as management officials, were held to be eligible by A/S where ALJ had found they, in fact, were not management officials, but nonetheless, recommended finding them ineligible, based on his determination that parties' consent election agreement excluded them, which consent agreement A/S held to be lacking in sufficient specificity or clarity to warrant finding them management officials. (Army, Automated Logistics Mgt. Systms. Agency, St. Louis, Mo., A/SLMR No. 113)

A/S adopted parties' stipulation, absent any evidence to contrary, and sustained challenges to ballots of three non-professional employees and 29 professional employees. (Agriculture, Northern Mktg. and Nutrition Research, Peoria, Ill., A/SLMR No. 120)

Employee whose name does not appear on voter eligibility list, and who one or more parties contend is ineligible to vote, nonetheless, may cast challenged ballot, on request, if such employee claims to be eligible to vote. (R A/S No. 53)

25 12 08

Questions Concerning Ballot

Challenge to ballot cast by employee who did not follow instructions for voting by mail, in that he failed to enclose his ballot in separate sealed envelope, overruled. Failure to cast vote in strict compliance with election agreement and applicable regulations is not sufficient to void ballot, notwithstanding fact that observer-in-charge, a management representative, saw ballot and made challenge, since no one else saw or challenged ballot. (VA, Regional Office, Newark, N.J., A/SLMR No. 38)

Challenge to ballot containing "X" and additional markings in same box is overruled where voter's intent is clear. (VA, Regional Office, Newark, N.J., A/SLMR No. 38)

Challenge to ballot of Occupational Health Nurse, as professional employee who was not afforded opportunity for professional self-determination ballot, sustained where she was found to be professional and there was failure to comply with Sec. 10(b)(4) of EO requirement for professional self-determination as to inclusion in unit with nonprofessionals. (GSA, Memphis, Tenn., A/SLMR No. 100)

Challenge to ballot sustained and ballot voided where, on two-question professional ballot requesting preference as to (a) inclusion in unit with nonprofessionals, and (b) choice between competing labor organizations or neither, voter, while marking second question, omitted any choice on first. (R A/S No. 40)

25 12 12

Timing of Challenge

Challenge to voting eligibility of employees must be made before ballots are cast and commingled with other ballots and cannot be made in form of objections to election after ballots are cast. (R A/S No. 51)

25 16 00

Certification

FLRC set aside the decision of A/S in *A/SLMR No. 105* and remanded case to A/S for appropriate action based on its finding that basis for A/S's decision to revoke certification of union is inconsistent with purposes of EO and, therefore should be set aside. (FLRC No. 71A-59)

Pursuant to FLRC No. 71A-59, A/S reversed previous finding in *A/SLMR No. 105* and directed AA to reinstate union's certification. (Ill. Air Nat'l. Guard, 182nd, *A/SLMR No. 225*)

A tie vote between "Yes" and "No" choices in one union election does not warrant setting aside and rerunning election. Certification of exclusive representative requires majority of valid votes cast. (R A/S No. 19)

25 20 00

Clarification of Unit

(See also: *10 04 16*, "Types of Petitions: Procedure, CU").

Petition for clarification of unit dismissed, inasmuch as Petitioner, certified exclusive representative, sought to include in unit certain employees whom it had previously agreed to exclude as supervisors in post-election stipulation resolving certain determinative challenges. Subsequent filing of petition for clarification of unit, absent any new evidence of information not previously considered, constituted abuse of election process. (Ill. Air Nat'l. Guard, 182nd, *A/SLMR No. 105*, reversed FLRC No. 71A-59)

Stipulations in which parties agreed to supervisory or non-supervisory status of employees, which matter had been subject of unit clarification petitions, constitute, in effect, withdrawal requests for petitions with respect to agreed upon employees and, in absence of any evidence to contrary, A/S approved withdrawal requests. (N.J. DOD, *A/SLMR No. 121*)

FLRC set aside the decisions of A/S in *A/SLMR No. 128* and *A/SLMR No. 129* and remanded both cases to A/S for appropriate action consistent with respective FLRC decisions regarding definition of supervisor. (FLRC Nos. 72A-11 and 72A-12, respectively)

Pursuant to FLRC Nos. 72A-11 and 72A-12 respectively, A/S reversed previous findings in *A/SLMR No. 128* and *129*, respectively, and concluded that employees in disputed classifications are supervisors. (*A/SLMR Nos. 297* and *298*, respectively).

A/S original findings in *A/SLMR Nos. 128* and *129*, respectively, were that employees in disputed classifications were not supervisors. (Naval Weapons Cntr., China Lake, Calif., *A/SLMR No. 128*; Mare Island Naval Shipyard, Vallejo, Calif., *A/SLMR No. 129*)

Unit clarified by excluding employees in four job classifications because they perform supervisory duties over two or more persons. (McConnell Air Force Base, Kansas, *A/SLMR No. 134*)

Exclusively represented unit employees at Fort Dix Post Exchange is clarified (and name of Activity is changed) to include unrepresented employees formerly employed by McGuire Air Force Base Exchange where the two former organizational entities have been consolidated, and McGuire Air Force Base Exchange Headquarters has been phased out and its employees and authority transferred to newly established Dix-McGuire Consolidated Exchange Headquarters. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., *A/SLMR No. 195*)

Unit is clarified to conform to existing circumstances where scope of recognized unit was diminished due to reorganization, but remaining unit employees in warehouse operation continue to perform previous duties. (Army and Air Force Exchange Service, Ft. Sam Houston, Tex., *A/SLMR No. 199*)

Unit clarified, pursuant to Petition for Clarification of Unit, by including "Not-to-Exceed" (NTE) Language Instructors, and excluding "When-Actually-Employed" (WAE) Language Instructors from unit of all nonsupervisory Language Instructors. (Defense Language Institute, East Coast Branch, Wash., D.C., *A/SLMR No. 213*)

Where no employee is filling classification it would not effectuate purposes and policies of EO to clarify certified unit in this regard. (Treasury, Division of Disbursement, Birmingham, Ala., *A/SLMR No. 217*)

Unit clarified by inclusion of civilian technicians of Activity's augmented security police force found not to be "guards" as defined in EO. (Cal. Air Nat'l. Guard HQ, 163rd Fighter Group, Ontario, Cal., *A/SLMR No. 252*)

Existing unit of professional employees is clarified to include professionals of a mixed unit of professionals and nonprofessionals of a discontinued Activity, and an existing unit of nonprofessionals is clarified to include the nonprofessionals of the same mixed unit of professionals and nonprofessionals. (Army Safeguard Systems Com., Huntsville, Ala., *A/SLMR No. 288*)

Unit clarified by including a group of employees in WB unit who had previously been included in WB unit prior to change in job title and change in method of compensation from WB to GS. (Charleston Naval Shipyard, S.C., *A/SLMR No. 302*)

Unit clarified by including project directors in a unit of all professional and nonprofessional employees where role of project directors had not been shown to extend beyond that of an expert or professional rendering resource information or recommendations with respect to the policy in question.

(Defense Mapping Agency Topographic Center, West Warwick, R.I., A/SLMR No. 310)

Unit clarified so that seasonal supervisors, found to perform supervisory functions during firefighting season but not found to perform in supervisory capacity during the remainder of the year, excluded from unit during period when exercising supervisory functions, and included in the unit during those periods when they exercise no supervisory functions, citing *Department of Interior, Bureau of Land Management, District Office, Lakeview, Oregon*, A/SLMR No. 212. (Angeles National Forest, Pasadena, Cal., A/SLMR No. 339)

Petition for clarification of unit is dismissed where A/S found, contrary to Activity's contention, that Clerk-Stenographers were not confidential employees, and that General Supply Specialist was not a supervisor in an existing, exclusively recognized unit. (FAA, SW Reg. Airway Facilities Sector, Albuquerque, N.M., A/SLMR No. 342)

Employees of CSLA continued to share a community of interest with employees in the existing unit despite a recent reorganization which established CSLA as a separate Activity. (Strategic Communications Com., Ft. Huachuca, Ariz., A/SLMR No. 351)

Where Activity sought to clarify the status of certain electronic technicians who had been promoted to the GS-12 level, A/S found that the promotion of such employees did not affect their duties and working conditions or the personnel policies under which they worked and issued an order clarifying the unit to include all of the Activity's technicians assigned to the facilities involved. (DOT, SW Region, Tulsa Airway Facilities Sector, Tulsa, Okla., A/SLMR No. 364)

Unit clarified to exclude Secretary (typing), GS-5, as confidential and include Personnel Clerk (typing), GS-5, as not confidential. Personnel Assistant, GS-7, and Personnel Assistant (typing), GS-6, excluded as engaged in Federal personnel work. Aircraft Mechanic Leader, WL-10; Warehouse Leader, WL-7; Payroll Clerk, GS-6; Military Personnel Technician, GS-7, and Supply Technician, GS-7, all included where alleged certification of supervisory duties not backed up by testimony and in conflict with formal job description. (Pa. Nat'l. Guard, A/SLMR No. 376)

Following transfer of function from one command to another, employees involved in the transfer continued to perform job functions similar to those previously performed, under similar working conditions and at the same general location. Established bargaining unit clarified to include transferred functional group. (Camp McCoy, Sparta, Wisc., A/SLMR No. 377)

Joint petitions for clarification of existing, exclusively recognized unit dismissed where, despite an administrative merger, reorganization resulted in: (1) only limited physical relocation; (2) did not substantially affect the terms and conditions of the employees' employment; (3) the employees were not so thoroughly combined or integrated as to constitute accretions or additions to previously existing unit. (Tooele Army Depot, Tooele, Utah, A/SLMR No. 389)

25 24 00

Amendment of Recognition or Certification

Certification amended to conform to existing circumstances resulting from change in identity of Activity, precipitated by Agency reorganization. (Army and AF Exchange Service, Norton AFB, Calif., A/SLMR No. 190)

Designation of Activity in prior certification is changed to reflect change in name. (AAFES, Dix-McGuire Consolidated Exchange, Fort Dix, N.J., A/SLMR No. 195)

Where Union filed Clarification of Unit (CU) Petition to change its existing recognition to reflect change in designation of Activity resulting from reorganization, A/S issued order clarifying unit to reflect current designation of Activity but noted that under current regulations, Petition for Amendment of Recognition or Certification (AC Petition), rather than CU Petition, is appropriate vehicle for seeking change in designation of Activity. (FAA, Chicago Airports District Office, Ill., A/SLMR No. 250)

Designation of Union in prior certification is changed to reflect change in name. (Army & AF Exchange Service, Kirtland AFB Exchange, Dallas, Tex., A/SLMR No. 371)

30 00 00

UNFAIR LABOR PRACTICES: PROCEDURE

30 04 00

Requisites for Charges and Complaints

Alleged ULP violation of Sec. 20 of EO is inapplicable inasmuch as ULP violations are cognizable only under Sec. 19 of EO. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Unfair labor practice charge filed with agency must be in writing to satisfy requirements of Regs. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Post-hearing motion to dismiss complaint, based upon alleged failure to file pre-complaint charge in compliance with Regs., denied because orderly processing of unfair labor practice complaints requires that pre-complaint defects be raised prior to issuance of Notice of Hearing. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Motion to dismiss complaint for lack of specificity, made during hearing and in post-hearing brief, denied, where complaint contained sufficient detail to comply with Regs., and no evidence presented to indicate that Respondent had any misconception as to what allegations it would have to defend against or was denied adequate opportunity at hearing to present defense. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Labor organization need not be exclusive representative of employees in order to file unfair labor practice complaint in their behalf. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117)

Reply to charge by party against whom charge is directed is not required under Sec. 203.2 of Regs. Even assuming Respondent's conduct in this regard was inconsistent with Regs., it would not constitute refusal to consult, confer, or negotiate within meaning of Sec. 19(a)(6) of EO. (Army Materiel Command, Automatic Logistics Mgt. Systems Agency, A/SLMR No. 211)

Motion to dismiss complaint, on grounds that space on form for basis of complaint was left blank except for statement "see attached letter," denied by A/S who clarified R

A/S No. 48 (which provides that "use of such phrases as 'see attached correspondence' renders an otherwise adequate complaint invalid") by stating that this policy was designed solely to advise Complainants that AO should not be required to go through parties' entire report of investigation to ascertain basis of complaint. In instances such as this case, where attached letter contains clear and concise statement of basis of complaint, such complaint will not be considered defective. (DSA, DCASR, Burlingame, Cal., A/SLMR No. 247)

Where Activity was timely advised in complaint of all conduct alleged to be violative of EO, and amended complaint only added legal conclusion that additional Sec. of EO was violated, amended complaint was viewed as extension of original complaint and not barred by Sec. 203.2 of Regs. (HQ, Air Force Flight Test Center, Edwards AFB, California, A/SLMR No. 255)

Labor Organization, on behalf of supervisory employee, had standing to file the instant complaint. (IRS, Chicago District, Ill., A/SLMR No. 279)

Telegram from Complainant to Respondent clearly putting Respondent on notice of violations of EO it was alleged to have committed constitutes charge within meaning of Regs. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

Omission of narrative description from space on complaint form provided for describing attempts by parties to resolve alleged violations and results does not warrant dismissal of complaint. Noted that, in any event, attached correspondence described resolution attempts and results thereof. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

Filing of complaint less than thirty days after filing of charge does not warrant dismissal of complaint where letter constituting final decision on charge has been issued by Respondent. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

A/S dismissed as untimely that portion of complaint pertaining to the establishment of Youth Advisory Committee which took place more than 6 months prior to the filing of the pre-complaint charge although he did consider the establishment of the Youth Advisory Committee for the purpose of background in connection with relevant events which occurred within the 6 months' period preceding the precomplaint charge. (VA Hospital, Muskogee, Okla., A/SLMR No. 301)

Motion to dismiss complaint as untimely granted where exclusive bargaining representative earlier filed identical unfair labor practice charge on behalf of individual employee, but failed to file complaint within prescribed 60 day period subsequent to Respondent's final answer to the charge. A/S concluded that when exclusive bargaining agent filed charge on behalf of individual employee, it acted as agent for the employee. Noted also that the employee had executed a power of attorney authorizing the bargaining agent to act in his behalf. (Bureau of Reclamation, Boulder City, Nev., A/SLMR No. 380)

Failure to file prerequisite charge with party against whom complaint is directed pursuant to Sec. 203.2 of Regs. justifies dismissal of complaint. (R A/S No. 16)

Sec. 203.2 requires written charge, containing clear, concise statement of facts constituting alleged unfair labor practice, including time and place of occurrence of acts in question, to enable parties to be in position to resolve matter informally. (R A/S No. 33)

Complaints are deficient and will not be accepted or docketed as valid where: (1) signature is missing; (2) complaint form fails to set forth particular acts complained of, along with attendant details; or (3) item on "Basis of the Complaint" on form is left blank except for such phrases as "see attached correspondence." (R A/S No. 48)

30 08 00

Complaint Proceedings: Investigation Stage

Respondent's motion, after issuance of Notice of Hearing, to dismiss complaint because of Complainant's failure to file investigative report with complaint as required by Sec. 203.3(e) of Regs. denied as untimely, inasmuch as such contention must be raised with AA during investigation period and certainly prior to issuance of Notice of Hearing. (EPA, Perrine Primate Lab., Florida, A/SLMR No. 136)

Where no evidence of any timely allegation of Complainant's noncompliance with pre-complaint requirements of Regs., failure of ULP charge to include Sec. 19(a)(2) allegation does not preclude processing such allegation in complaint. (Navy Dept., and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139)

Purpose of report of investigation is to provide information which will assist ARD in making determination concerning whether there is a reasonable basis for the complaint which would warrant the issuance of a notice of hearing. Omission of charge from report of investigation does not warrant dismissal of complaint where ARD became aware of content of charge during his investigation. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

Investigation of ULP complaints by AA is limited essentially to consideration of report of investigation by parties, which must be filed with complaint. AA should not undertake to conduct witnesses for Complainants because procurement of evidence from witnesses is part of burden of proof, which Complainant bears throughout all phases of case. (R A/S No. 24)

Failure of Complainant to submit timely report of investigation of ULP charge to AA which, pursuant to Sec. 203.3(e) of Regs., must accompany complaint, was proper grounds for dismissal of complaint. (R A/S No. 24)

Information submitted by Complainant for first time in request for review will not be considered by A/S where such information (time and place of occurrence of alleged acts) is required by Regs., and Complainant had adequate opportunity to furnish it during investigation period provided in Regs. and prior to ARD dismissal. (R A/S No. 46)

Complainant's refusal to cooperate in furnishing information required by Regs. to permit determination of timeliness of charge and complaint, may subject complaint to dismissal. (R A/S No. 47)

Date to be used in computing timeliness of complaint is that date when valid, properly filled out and signed complaint form is received by AO. (R A/S No. 48)

30 12 00 Hearing

30 12 04 Rulings of ALJs

Although violation of Sec. 19(a)(4) was not specifically alleged, ALJ considered complaint as including such alleged violation inasmuch as body of complaint described conduct that allegedly violated Sec. 19(a)(4). (2024th Communications Squadron, Moody Air Force Base, Ga., A/SLMR No. 248)

Respondent's objection to introduction of testimony related to annual appraisal of another similarly situated employee sustained by ALJ because of document's "confidential" nature. A/S found that ALJ committed prejudicial error in this regard by denying Complainant opportunity to introduce evidence which might have shown, alone or in conjunction with other evidence, that Complainant was treated in disparate and discriminatory manner. (NLRB, Region 17, and NLRB, K.C., Mo., A/SLMR No. 295)

Although a ULP complaint must be filed within certain specified time period of alleged violations, events occurring outside such period may properly be introduced into evidence to provide background information and to shed light on events occurring within time period covered in complaint. (NLRB, Region 17, and NLRB, K.C., Mo., A/SLMR No. 295)

A/S found it unnecessary for ALJ to make specific ruling on Motion to Dismiss as Report and Recommendation clearly indicated Motion to Dismiss was, in fact, denied. (Puget Sound Naval Shipyard, Wash., A/SLMR No. 332)

30 12 08 Untimely Amendments to Complaints

In complaint alleging Sec. 19(a)(2) violations, Complainant's failure to allege violation of Sec. 19(a)(1), or to so amend complaint, and fact that some of conduct in question might be time-barred by Regs. led A/S not to consider such conduct under Sec. 19(a)(1), despite substantial questions as to whether Sec. 19(a)(1) was violated. (FAA, Houston Area Office, SW Region, Houston, Tex., A/SLMR No. 126)

Where complaint had not been amended to include post-complaint conduct, such conduct was not properly before ALJ and was not considered by A/S. (Dependent Schools, European Area (USDESEA) APO, N.Y., A/SLMR No. 138)

30 12 12 Failure to Appear

Complainant Labor Organization's waiver of both its appearance and filing of brief, even in hearing of consolidated cases involving similar allegations by another Labor Organization, is grounds for dismissing complaint by non-appearing Complainant because it has not met its burden of proof. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139)

30 12 16 Prejudicial Evidence

Acceptance into evidence of AO investigative file, inadvertently furnished to ALJ not prejudicial under all circum-

stances, including ALJ's statement that file would not be utilized in reaching decision, and absence of evidence that any party was prejudiced. (Long Beach Naval Shipyard, Cal., A/SLMR No. 154)

30 12 20 Technical Deficiencies

A/S found ALJ's acceptance into evidence of offer of settlement by Respondent, which allegedly contained an admission against interest, was in error because it was inconsistent with purposes and policies of EO of encouraging settlement of ULP's. (Norton AFB, Cal., ASLMR No. 261)

With respect to Respondent's motion pertaining to certain deficiencies in the complaint, the A/S noted that technical deficiencies raised, which were unrelated to putting the Respondent on notice of the alleged violation or violations involved, did not warrant dismissal of complaint. (Veterans Benefits Office, Wash., D.C., A/SLMR No. 296)

30 16 00 Post-Hearing

A/S will not automatically adopt findings of ALJ, even where exceptions are not filed. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Post-hearing motion to amend complaint was granted in order to conform complaint to matters fully litigated at hearing, but such post-hearing motions will not be granted perfunctorily. Granting of such motion is discretionary with ALJ and is subject to review by A/S. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106; EPA, Perrine Primate Lab., Florida, A/SLMR No. 136)

As matter of policy, A/S will not overrule ALJ's credibility resolutions except where preponderance of relevant evidence convinces him that ALJ's resolutions clearly were incorrect. (Navy Exchange, Naval Air Station, Quonset Point, R.I., A/SLMR No. 180; Postal Service, Berwyn Post Office, Ill., A/SLMR No. 272)

Formal papers held to be part of record in ULP case where ALJ failed to introduce formal papers into record but indicated, on record, that such documents would be included in file and be considered by A/S. (Air Technician Detachment at Dobbins AFB, Ga. and Travis Field, Savannah, Ga., A/SLMR No. 182)

A/S found no basis for reversing ALJ's credibility determinations. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

A/S relying on ALJ's credibility resolutions, adopted finding that alleged acts of misconduct were not violative of EO. (National Park Service, St. Louis, Mo., A/SLMR No. 402)

30 20 00 Stipulated Record

Pursuant to Sec. 205.5(a) of Regs., parties may waive hearing and submit joint stipulation for A/S decision in unfair labor practice proceeding. (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42; Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 155; HQ. Army Aviation Systems Command, Mo., A/SLMR No. 168; Army Materiel Command, Automated Logistics Mgt. Systems Agency, A/SLMR No. 211)

Although the parties stipulated that the only improper conduct complained of occurred at two meetings, the ALJ found it necessary to consider the events which preceded these meetings in order to make a determination. (4392 Aerospace Support Group, Vandenberg AFB, Cal., A/SLMR No. 350)

30 24 00

Employee Status: Effect on Unfair Labor Practices

Civilian technician with military "supervisory" status was not part of agency management or supervisor, and Activity is not responsible for his anti-union activities. (Cal. Army Nat'l. Guard, A/SLMR No. 47)

"Instructors" are not management officials with respect to students to whom they give instructions in that there is no evidence that instructors formulate, determine or oversee policy. (FAA Aeronautical Cntr., Oklahoma, Okla., A/SLMR No. 117; modified in other respects, FLRC No. 72A-1)

"Instructors" are not "supervisors" with respect to students to whom they give instruction. Criteria set forth in Sec. 2(c) of EO are not meant to apply to direction, evaluation, assignment of work, etc., given by instructor to student, where student in his regular work tasks as employee is not subject to direction of instructor. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117)

Motion to dismiss complaint as moot because management official whose conduct was subject of complaint had since been transferred denied inasmuch as management official was not acting on individual basis but had function of handling labor relations and management is responsible for his acts in its behalf. (Dependent Schools, European Area (USDESEA) APO, N.Y., A/SLMR No. 138)

Except for limitations specified in Sec. 2(b) of EO, supervisors are not generally excluded from coverage of the EO. (IRS, Chicago, District, Ill., A/SLMR No. 279)

Where employee of Employee Appeals Review Board of the Navy is found to be Management Representative, his involvement in internal elections of a labor organization interferes with employee rights assured under EO. (Navy, Office of the Sec'y., Wash., D.C., A/SLMR No. 393)

30 28 00

Effect of Other Proceedings or Forums

Where advisory arbitration award issued prior to A/S ULP hearing on same matter, A/S determined issues of case, notwithstanding award, where no contention was made that: (1) A/S was without jurisdiction, or should decline to determine issues raised, because of contractual provisions for advisory arbitration; or (2) award should be controlling. (Army School/Training Center, Fort Gordon, Ga., A/SLMR No. 148)

Question of Sec. 19(a)(1) and (3) interference and improper assistance rendered moot where underlying representation issue had been resolved, with Complainant being certified as exclusive representative of employees involved. (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 155)

In rejecting Activity's argument that no agreement could be executed until A/S made determination in related unit clarification case, A/S found that where certified unit remained viable and identifiable, Complainant is entitled to

continued recognition and accordingly, Activity's refusal to sign previously agreed upon negotiated agreement was violative of Sec. 19(a)(6). (HQ., Army Aviation Systems Command, Mo., A/SLMR No. 168, FLRC No. 72A-30)

Where complaint involves essentially disagreement over interpretation of existing collective bargaining agreement, which provides procedure for resolving such disagreement, parties should pursue their contractual rather than ULP remedies, as indicated in R A/S No. 49. However, no withdrawal of jurisdiction was intended in those situations where issue is question of whether party to agreement has given up rights granted under EO. (Kennedy Space Center, Fla., A/SLMR No. 223)

An accretion finding by an ARD in a prior representation matter which was accepted by the parties, is binding on the parties and not subject to relitigation in a ULP case or any subsequent proceeding under the Order, absent newly discovered and previously unavailable evidence, or changed circumstances not alleged to be present here. (Edgewood Arsenal, Aberdeen Proving Ground, Md., A/SLMR No. 286)

Where complaint involves dispute over interpretation of existing agreement which provides procedure for resolving issue, A/S will not determine issue but will leave parties to remedies under their agreement. (R A/S No. 49)

30 32 00

Major Policy Issue Raised

A/S found that Respondent's defense raised *major policy issue* of whether applicable laws and regulations, including policies set forth in the Federal Personnel Manual, preclude the Respondent from disclosing certain relevant and necessary documents to the Complainant in the context of a grievance proceeding and referred the issue to the FLRC for decision. (DOD, State of N.J., A/SLMR No. 323)

35 00 00

UNFAIR LABOR PRACTICES: AGENCY

35 04 00

General

35 04 04

Guidance or Directives of Civil Service Commission or Agency

Activity's reliance on Civil Service Commission guidance and Agency directives does not divest A/S of authority to find violation of Sec. 19(a) of EO. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Contention of CSC, as Intervenor in case, that Sec. 19(a)(6) was not violated by Activity's refusal to furnish home addresses of unit employees to exclusive representative, because Civil Service Regulations, as clarified in Federal Personnel Manual, allegedly preclude A/S from ordering Respondent to furnish such addresses, not reached for consideration by A/S because evidence failed to establish violation. However, A/S noted that his decision should not be construed to mean that he necessarily agrees with contentions of CSC. (IRS, Office of the District Director, Jacksonville, Fla., A/SLMR No. 214)

35 04 08

Waiver of Rights Granted by Executive Order

Alleged waiver by union of right to negotiate on establishment of new terms and conditions of employment during life of agreement must be clear and unmistakable and will not be found merely from fact that agreement omits specific reference to right granted by EO, or that union has failed in negotiations to obtain protection with respect to certain of its rights granted by EO. (Kennedy Space Center, Fla., A/SLMR No. 223)

Negotiated agreement did not constitute clear and unmistakable waiver of rights or obligations flowing from EO Sec. 10(e). (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

35 04 12

Management Rights

Management rights flowing from Section 12(b) of EO did not constitute a bar to finding ULP. (Puget Sound Naval Shipyard, Wash., A/SLMR No. 332)

35 08 00

Section 19(a)(1)

35 08 04

Interference

Activity violated Sec. 19(a)(1) of EO by interfering with Sec. 1(a) of EO rights of employees by implicitly promising grievant employee more favorable and expeditious resolution of grievance when grievance procedure under agreement between Activity and labor organization is by-passed in favor of direct discussions with management. (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Contents of letter from Activity official to President of labor organization local criticizing his conduct at grievance proceeding and informing him that Activity's withdrawal of reprimand from employee's record was based on its own unilateral decision and not result of grievance proceeding does not constitute improper interference with employee rights in violation of Sec. 19(a)(1), where there was: (1) no threat of penalty or reprisal which might tend to impede local President's future activity as union representative; (2) no statement which might interfere with, restrain or coerce an employee in the exercise of Sec. 1(a) rights; and (3) no evidence that letter's contents were made public. (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Sec. 19(a)(1) is violated where supervisor posted on employee bulletin board copy of his memorandum to Activity head critical of an employee grievant and of labor organization for processing his grievance. Memorandum's discussion of employee's moral calibre, arrest record and improper use of sick leave and its criticism of exclusive representative labor organization's leadership for processing employee's grievance, constitutes an inherent interference, restraint and coercion of employee rights guaranteed by EO. Logical impact of memorandum's content is to instill in employees fear of adverse effects of filing grievances and to undermine representative status of labor organization. (Ark. Nat'l. Guard, A/SLMR No. 53)

Activity's dilatory conduct in connection with processing of employee grievances filed pursuant to terms of negotiated agreement violated Sec. 19(a)(1). Evidence refuted Activity's

contention that delay in processing grievances was based on "good faith" belief that matters had been resolved. Such conduct by Activity found to have inherent effect of interfering with right of employees to utilize negotiated grievance procedure. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Activity's unilateral change of employment conditions violates Sec. 19(a)(1) where action has effect of evidencing to employees that Activity can act with respect to negotiated terms and conditions of employment without resort to their exclusive representative. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Failure to accord continuing appropriate recognition, in addition to being a violation of Sec. 19(a)(5) of EO, is also an independent violation of Sec. 19(a)(1) because it renders meaningless the rights of employees to form, join and assist a labor organization and negates the benefits which flow from the selection of an exclusive representative. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Legitimate union activity by instructors on their own time, including membership solicitation of employee students, and wearing unobtrusive membership pins bearing no campaign propaganda, whether on working time or not, is not in conflict of apparent conflict with instructors' official duties and therefore, not violative of Sec. 1(b) of EO. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117; modified FLRC No. 72A-1)

Prohibition on instructors wearing union membership buttons during work time violates Sec. 19(a)(1). (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117; modified FLRC No. 72A-1)

Activity's discriminatory and disparate treatment of employee prompted by her activity as President of labor organization, was violative of Sec. 19(a)(1). (EPA, Perrine Primate Lab., Florida, A/SLMR No. 136)

When Agency has been given notice regarding employee witnesses requested to participate in formal unit determination proceedings including reasons for their participation, where Agency deems such request unreasonable in that it exceeds what is "necessary" to proceeding, it should give requesting party written notification of decision rejecting request and reasons therefor. Such denial may be appealed to appropriate ARD prior to hearing, or to HO after opening of hearing, who may deem that disputed witnesses are necessary to proceeding and issue Request for Appearance of Witnesses. Agency's refusal to make such necessary witnesses available on official time at formal unit determination hearings, including payment of necessary transportation and per diem expenses, may be deemed violative of Sec. 19(a)(1). (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; reversed FLRC No. 72A-20)

Agency's refusal to grant official time to necessary employee union witnesses at formal unit determination hearing inherently interfered with, restrained or coerced employees in exercise of rights assured by Sec. 1(a) of EO in violation of Sec. 19(a)(1), without requiring proof of anti-union motivation. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; reversed FLRC No. 72A-20)

Agency not obligated to make available on official time employees who appear solely as union representatives but not as witnesses at formal unit determination hearing. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; reversed FLRC No. 72A-20)

Activity's unilateral cancellation of arbitration proceeding, scheduled pursuant to negotiated agreement, without consulting exclusive representative, was violative of Sec. 19(a)(1). (Long Beach Naval Shipyard, Cal., A/SLMR No. 154)

Agency directive which can be construed as following extension of agreement prior to expiration of such agreement, while awaiting resolution of representation question, is not violative of either Sec. 19(a)(1) or (3). (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 155)

Activity did not violate Sec. 19(a)(1) by Headquarters approval of locally executed agreement with exclusive representative where, during pendency of Headquarters review, but subsequent to local execution of agreement, majority of employees signed petition opposing representation by incumbent. (FAA, Jacksonville ATC Center and Fed. Aviation Science and Tech. Assoc., NAGE, Local R5-20, Fla., A/SLMR No. 194)

Activity did not violate Sec. 19(a)(1) when it negotiated and executed agreement with exclusive representative at time when sole challenge to incumbent union's majority status was individual employee's bare claim, without further proof or documentation, that unit employees opposed representation by incumbent. (FAA, Jacksonville, ATC Center and Fed. Aviation Science and Tech. Assoc., NAGE, Local R5-20, Fla., A/SLMR No. 194)

Activity official's remark to union steward at meeting, in presence of another employee, to shut her mouth unless spoken to, found to restrain employees, such as steward, from exercising their right to act as representatives of union. Remark further indicated to unit employees that management viewed their exclusive bargaining representative with disdain and thereby discouraged them from exercising their Sec. 1(a) rights. (Army Training Center, Infantry, Laundry Facility, Ft. Jackson, S.C., A/SLMR No. 242)

Agency violated Sec. 19(a)(1) by refusal to grant official time status to employee who participated at unit determination hearing as witness. (Reserve Command HQ., Camp McCoy, Sparta, Wisc., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 256; reversed FLRC No. 73A-18)

Activity did not commit ULP by refusal to pay per diem and travel expenses to employees acting as union representatives at preelection meeting, because under circumstances of this case, such employees were considered to be engaged in union business. (Customs Service, Region IX, Chicago, Ill., A/SLMR No. 257)

Activity violated Sec. 19(a)(1) where supervisor inserted the remark, "active in the union" in an appraisal form which was to be circulated among other activities of the Agency, together with employee's application for a position with the other activities. (Western Division of Naval Facilities Engineering Command, San Bruno, Calif., A/SLMR No. 264)

A/S found, contrary to ALJ, that issue in instant complaint was subject to an established grievance procedure under the parties' collective bargaining agreement; that under Sec. 19(d) of EO, prior to its amendment, when an alleged violation of Sec. 19(a)(1), (2), or (4) was subject to an established appeals procedure, that procedure was the "exclusive procedure" available and the A/S had no authority to review whether such procedure was properly applied to the Complainant. (Postal Service, Berwyn Post Office, Ill., A/SLMR No. 272)

No violation found where Respondent granted a union, which had filed a petition that was pending, rights to post campaign material on the Respondent's bulletin boards because question concerning representation was raised by the filing of the petition thereby placing such union in "equal status" with the exclusive representative, the Complainant. (FAA, Eastern Region, Boston ARTCC, Nashua, N.H., A/SLMR No. 273)

Activity violated Sec. 19(a)(1) by virtue of its denial of an employee's request to be represented at a formal discussion relating to matters affecting general working conditions by his chosen representative on the theory that the right conferred on an exclusive representative to be represented at "formal" discussions under Sec. 10(e) establishes a concomitant right running to all employees in a unit, i.e., labor organization's responsibility to represent the interests of all employees in the unit. A/S found that this obligation could not be met if agencies were permitted to thwart the exclusive representative's obligation to represent the interests of all employees in the unit by refusing to permit the employee to choose the exclusive representative as their representative. (Army, Transportation Motor Pool, Fort Wainwright, Alaska, A/SLMR No. 278)

A/S disagrees with ALJ finding that Sec. 7(d)(1) of the Order confers a specific right on employees, regardless of whether they are represented in a unit of exclusive recognition, to choose their own representative in a grievance or appellate action. A/S finds that Sec. 7(d) does not establish any rights for employees, organizations or associations enforceable under Sec. 19 of the Order, but delineates those instances in which employees may choose a representative other than their exclusive representative in certain grievance or appellate actions, and those instances in which an agency may consult and/or deal with certain organizations or associations not qualified as labor organizations without violating Sec. 19 of EO. (Army, Transportation Motor Pool, Fort Wainwright, Alaska, A/SLMR No. 278)

Activity did not violate Sec. 19(a)(1) by its refusal to permit supervisors to be represented in grievance or appellate action by representative of labor organization that represents employees supervised by the supervisor. A/S found that although supervisors are not excluded from coverage under EO, Sec. 7(d)(1) does not confer rights upon supervisors enforceable under Sec. 19(a). A/S further held that Sec. 10(d) rights do not flow to supervisors. (IRS, Chicago District, Ill., A/SLMR No. 279; IRS, Western Service Center, Ogden, Utah, A/SLMR No. 280)

Agency's refusal to maintain on official time an employee who appeared solely as a representative of a labor organization at a formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Army, Electronics Command, Fort Monmouth, N.J., A/SLMR No. 281)

Allegation dismissed where violation was based solely on Activity's refusal to accord recognition or to consult and confer where there was no obligation to do so absent an accretion or addition. (Nat'l. Oceanic & Atmospheric Adm., Wash., D.C., A/SLMR No. 285)

Activity's termination of dues-withholding did not violate Order as the action was justified, as found in prior representation case, that reorganization removed affected employees from exclusively represented unit. (Edgewood Arsenal, Aberdeen Proving Ground, Md., A/SLMR No. 286)

Activity's refusal to refer dispute to advisory arbitration under existing agreement interferes with the exercise of rights assured by the Order. (Norfolk Naval Shipyard, Va., A/SLMR No. 290)

A/S remanded certain allegations contained in complaint to ALJ for further hearing in view of ALJ's erroneous and prejudicial rulings. (NLRB, Region 17, and NLRB, K.C., Mo., A/SLMR No. 295)

While Sec. 1(a) of the Order does not specifically include "concerted" activity as a protected right, A/S held that an action by an agency or activity to discourage or interfere with an employee's filing of grievances pursuant to a negotiated agreement, would be inherently destructive of rights assured under Section 1(a). (NLRB, Region 17, and NLRB, K.C., Mo., A/SLMR No. 295)

Alleged violation of Sec. 19(a)(1) dismissed where ALJ found the Complainant unable to sustain his burden of proof that union officer's termination was pretextual and not for insubordination in connection with an unauthorized union meeting during working hours. (Veterans Benefits Office, Wash., D.C., A/SLMR No. 296)

Activity violated Sec. 19(a)(1) of EO by dealing directly with unit employee representatives of the Youth Advisory Committee (YAC) at various management staff committees of Respondent Activity where personnel policies and practices were discussed and thus undermining employee's Sec. 1(a) rights and by-passing the employees' exclusive representative. (VA Hospital, Muskogee, Okla., A/SLMR No. 301)

A/S found Activity's conduct in not permitting the individual requested by Complainants to represent them at their separate investigative discussions not to be improper in that the individual involved had been discharged and was not an "employee" within the meaning of the parties' negotiated agreement at the time of the investigative discussions. (Charleston Naval Shipyard, S.C., A/SLMR No. 304)

Pursuant to FLRC No. 73A-18, A/S reversed previous finding in *A/SLMR No. 256* and concluded that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Reserve Command HQ., Camp McCoy, Sparta, Wisc., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 306)

Pursuant to FLRC No. 72A-20, A/S reversed previous finding in *A/SLMR No. 139* and concluded that Agency refusal to grant official time to union witnesses for participation at formal unit determination hearing was not violative of Sec. 19(a)(1) of EO. (Navy Dept., Naval Weapons Sta., Yorktown, Va., A/SLMR No. 307)

The A/S found that the evidence was insufficient to establish that the Respondent denied permission to an employee to take annual leave in order to participate pursuant to the Decision on Appeal of the Federal Labor Relations Council (Council) in *Department of the Navy, and the U.S. Naval Weapons Station, Yorktown, Virginia*, A/SLMR No. 139, FLRC No. 72A-20, that further proceedings under Sec. 19(a) of the Order were unwarranted. (IRS, Fresno, Cal., A/SLMR No. 309)

In view of FLRC's decision to set aside A/S findings of violation in *A/SLMR Nos. 139 and 256*, A/S dismissed in its entirety complaint in case A/SLMR No. 281 concerning refusal to make available on official time necessary witnesses

at formal unit determination hearings. (Army Electronics Command, Fort Monmouth, N.J., A/SLMR No. 320)

Activity violated the Order when it unilaterally changed the policy with respect to the granting of annual leave during the period of route inspection as such action had the effect of evidencing to employees that the Activity can alter terms and conditions of employment without regard to either the exclusive representative or the Section 1(a) rights of employees. (Anaheim Post Office, Cal., A/SLMR No. 324)

Activity violated the Order where it (1) improperly failed to meet and confer concerning procedures to be followed in selecting employees for reassignment and (2) did not afford exclusive representative an opportunity to meet and confer over the impact of its decision on those employees adversely affected by the reassignment. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 329)

Agency's unilateral determination of grievability found to be violation of Sec. 19(a)(1). (Puget Sound Naval Shipyard, Wash., A/SLMR No. 334; Norfolk Naval Shipyard, Va., A/SLMR No. 290; Long Beach Naval Shipyard, Cal., A/SLMR No. 154)

Respondent's failure to process grievances under a grievance procedure unilaterally established by agency did not constitute violation of Sec. 19(a)(1) as the failure to do so cannot be said to interfere with any rights *assured under the Order*. A/S noted policing and enforcing of agency grievance procedure was responsibility of agency involved and U.S. Civil Service Commission. *Veterans Administration Hospital, Charleston, South Carolina*, A/SLMR No. 87 and *Long Beach Naval Shipyard, Long Beach, California*, A/SLMR No. 154, distinguished as those cases involved a failure to apply the terms and conditions of a negotiated grievance procedure and the finding of violations of Sec. 19(a)(1) were premised on the fact that the Activity had interfered with employee rights secured by their exclusive bargaining representatives through the process of negotiations. (OEO, Region V, Chicago, Ill., A/SLMR No. 334)

Complainant failed to prove allegation that employee was denied outstanding performance rating and quality increase because of union activities. (OEO, Region V, Chicago, Ill., A/SLMR No. 334)

Activity did not violate Sec. 19(a)(1) by virtue of its denial of an employee's request to be represented at "counseling sessions" concerning employee's conduct, because such sessions were not "formal discussions" within meaning of Sec. 10(e). (Texas Air National Guard, A/SLMR No. 336)

Respondent did not violate Sec. 19(a)(1) by virtue of the National Office promulgation of the new and expanded Indian Preference Policy, in derogation of the rights on non-Indian employees, as the promulgation of the new policy was not an act of the Respondent nor an act over which Respondent had control. Furthermore, the mere announcement of the policy did not interfere with, restrain or coerce any employees in the exercise of their rights assured by the Order. (Bureau of Indian Affairs, Albuquerque, N.M., A/SLMR No. 341)

Respondent violated the Order as its improper refusal to meet and confer with Complainant necessarily had a restraining influence upon the unit employees and had a concomitant, coercive effect upon their rights assured by the Order. (Bureau of Indian Affairs, Albuquerque, N.M., A/SLMR No. 341)

Complainant did not meet its burden of proving that statements made by supervisor were retaliatory or were reprisals against employees having engaged in Sec. 1(a) activities or that any acts on the part of the supervisor involved resulted in a threat to the employees or caused Respondent to interfere with, restrain, coerce or discriminate against employees in violation of the Order. (Air Force, Keesler Tech. Training Cntr., Keesler AFB, Miss., A/SLMR No. 343)

Activity violated the Order by unilaterally changing an agreed-upon term and condition of employment. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

Activity violated Sec. 19(a)(1) where evidence established that warning letters were issued to an employee in reprisal for his filing of a contractual grievance. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

Failure of the Activity to acknowledge publicly representatives of the Complainant labor organization in attendance at meetings with employees or mention their availability for assistance during a forthcoming RIF, was not conduct which affected the exercise by the employees of their rights under the Order when the purpose of the meetings was to announce the number of positions affected and to explain proposed, rather than finalized, procedures for implementing the RIF, and those procedures had been subject to prior discussions between the Activity and the Complainant. (4392 Aerospace Support Group, Vandenberg AFB, Cal., A/SLMR No. 350)

Foreman's admonishment to employee referred to employee's leaving the job during working hours and not to his seeking a union steward on his own time. Such warning was not an infringement upon the employee's rights under the Order as it constituted a legitimate restriction of an employee to his work station during working hours. (Long Beach Naval Shipyard, A/SLMR No. 352)

Following reorganization, Activity's threat to terminate dues withholding six months after the date of unit employees administrative transfer to Activity if no representation petition was filed constituted violation of Order. (DSA, Defense Property Disposal Off., Aberdeen, Md., A/SLMR No. 360)

Activity requirement that a shop steward must resign that position for the period he would serve as supervisor does not interfere with his rights assured by the Order. (Warner Robins Air Materiel Area, Robins AFB, Ga., A/SLMR No. 365)

Activity found not to have violated Order by assigning an employee to undesirable work hours and terminating her where the evidence failed to establish either that the employee was a victim of disparate treatment or that there was any causal relation between her union activities and the Activity's decision to change her work hours and to subsequently terminate her. (Army & AF Exchange Service, Vandenberg AFB Exchange, Cal., A/SLMR No. 366)

Activity did not violate Sec. 19(a)(1) where, in rejecting an unfair labor practice charge filed by labor organization, it raised a question as to whether a representative of another organization had been designated as agent with respect to the charge, and, upon being advised that the representative was indeed the agent, it met and sought to resolve informally the unfair labor practice charge within the 30-day period provided for in the Regs. (Army Missile Command, Huntsville, Ala., A/SLMR No. 367)

Activity found not to have violated the Order by terminating Complainant where evidence showed that his work was unsatisfactory as alleged by the Activity, and Complainant failed to establish any relationship between his termination and his union activities. (Hunters Point Naval Shipyard, Calif., A/SLMR No. 373)

Activity did not violate the Order by requiring a shop steward to obtain an administrative permit in order to enter a work section within the Activity's security control area. (Warner Robins Air Materiel Area, Robins AFB, Georgia, A/SLMR No. 374)

Activity did not violate Sec. 19(a)(1) by its assignment of a GS-5 employee to fill temporarily a GS-9 journeyman position. (FAA, ATC, Anchorage, Alaska, A/SLMR No. 379)

Threat by management official to recommend to Commanding Officer of Activity that he discontinue dues withholding agreement in effect between Respondent and Complainant held to constitute interference, restraint and coercion of employees.

Threat by management official to cancel the vacation of Complainant's president held not violative of Sec. 19(a)(1) where threat was immediately withdrawn, and president thereafter was allowed to take his vacation as planned. (Army Natick Lab., Natick, Mass., A/SLMR No. 381)

Supervisor's interrogation of employees with regard to their union affiliation, as well as his remarks reflecting disdain for and disparagement of the exclusive representative, constituted interference, restraint or coercion in violation of EO. (Vandenberg AFB, Cal., A/SLMR No. 383)

Respondent's reference to supervisors' handbook in discussion of employee's complaint with employee, did not interfere with employee rights because evidence established that reference was only a basis for explaining objection to presence of Complainant's president instead of designated steward, as provided for in parties' negotiated agreement. (Vandenberg AFB, Cal., A/SLMR No. 383)

Respondent's failure to meet and confer with the employee's exclusive representative prior to the issuance of a questionnaire to employees had a restraining influence upon unit employees and had a concomitant coercive effect upon their rights assured by the Order. (Wadsworth Hospital Cntr., L.A., Cal., A/SLMR No. 388)

Activity interfered with Sec. 1(a) rights by involvement of management representative in internal elections of labor organization. (Navy, Office of the Sec'y., Wash., D.C., A/SLMR No. 393)

Activity committed violation by demeaning and disparaging the exclusive representative by supervisor's improper statements to two officials of the exclusive representative to the effect that Activity would allow employee to select representative in proposed adverse action situation but would not recognize such representative if he also represents the employee as an official of the exclusive representative. (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

Respondent's action in establishing new competitive areas during the pendency of its RA petition when there was no overriding exigency which required immediate action, improperly interfered with its employees' rights as the petitioning agency has an obligation during this period to remain neutral and maintain the *status quo* with respect to personnel policies, practices and matters affecting the working condi-

tions of employees covered by the RA petition. (Bureau of Reclamation, Yuma, Ariz., A/SLMR No. 401)

Activity's treatment of employee, insofar as job assignments concerned, did not constitute harassment and intimidation in violation of Order, where alleged lack of rotation among jobs was fully explained by physical restrictions imposed on employee by herself and her doctors. (National Park Service, St. Louis, Mo., A/SLMR No. 402)

A/S affirmed ALJ finding that Activity did not commit ULP by not granting official time to a steward in order to investigate ULP charges and requiring steward to take annual leave. (Charleston Naval Shipyard, S.C.; A/SLMR No. 403)

A/S affirmed ALJ finding that Activity did not commit ULP by not allowing employee to have steward represent him at investigative discussion. ALJ found, consistent with *Department of Defense, National Guard Bureau, Texas Air National Guard*, A/SLMR No. 336, that the exclusive representative had no right under EO, Sec. 10(e) to be present at a discussion which was informal in nature and involved merely the alleged shortcomings peculiar to the employee and not general working conditions. Further, ALJ found that EO, Sec. 7(d) confers no rights upon employees, organizations, or associations enforceable under EO, Sec. 19, but merely delineates those instances in which employees may choose a representative other than their exclusive representative in certain grievance and appellate actions. (Charleston Naval Shipyard, S.C., A/SLMR No. 403)

Respondent Activity did not deny union representation to employee by refusing to allow two fellow employees who held no union office to be present as witnesses when two of the Respondent's supervisors attempted to serve two notices of infraction upon the employee. (GSA, Region 6, PBS, K.C., Mo., A/SLMR No. 404)

Denial of access to Activity work areas to non-employees for electioneering, impartially applied to all unions, is not ULP, since there is no obligation for Activity to grant such access. (R A/S No. 23)

35 08 08

Distribution of Literature

Prohibition of employee distribution of union literature on Activity premises in nonwork areas during nonwork time violates Sec. 19(a)(1), absent special circumstances. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Distribution of anti-union literature by civilian technician prior to representation election in unit of Army National Guard technicians did not interfere with, restraint, or coerce other unit employees in exercise of rights under EO where: (1) employee who distributed the literature has no supervisory authority as civilian employee; (2) although the employee also holds military noncommissioned rank and "supervisory authority" in Army National Guard, this is not sufficient to make him part of agency management or supervisor within unit, or to render Army National Guard responsible for his anti-union activities; and, (3) Army National Guard did not assist or encourage employee in distributing anti-union literature or in any way ratify such action. (Cal. Army Nat'l. Guard, A/SLMR No. 47)

Use of Activity bulletin board for labor organization materials is a privilege, which may be granted subject to reasonable conditions, or withheld. However, where Respondent goes beyond its previously established reasonable

standards and censors material based on standards *not* previously announced, Sec. 19(a)(1) is violated. (L.A. ATC Cntr., Calif., A/SLMR No. 283)

Although the use of reading binders for labor organization materials is a privilege and not a protected form of distribution for communication in the tradition sense, Sec. 19(a)(1) was violated when the Respondent ignored its own reasonable rules and instead used standards different from those it had published in determining whether certain items might be placed in the binders. (L.A. ATC Cntr., Calif., A/SLMR No. 283)

Materials placed on distribution tables by labor organizations with permission of Activity are found to be akin to traditional, protected distribution material. As such, they are entitled to protection similar to that given to material distributed by employees in nonwork areas during nonwork time, and censorship of such material is violative of Sec. 19(a)(1). (L.A. LTC Cntr., Calif., A/SLMR No. 283)

A/S adopted ALJ finding of no violation of Sec. 19(a)(1) where: (1) record did not establish that Respondent authorized, approved, knew in advance, or in any way was responsible for the few isolated incidents where labor organization "A" newspapers were found in labor organization "B" exclusive areas; and (2) given no disagreement by the parties over the general terms of the Respondent's distribution policy, the Respondent properly applied its general policy which was not under attack, limiting the distribution of a labor organization's literature to those areas where the employees are exclusively represented by that labor organization. (Norton AFB, Calif., A/SLMR No. 337)

Prohibition of access to Respondent's premises by non-employee representative of Complainant does not violate Sec. 19(a)(1) where there is no showing of any difference in treatment to incumbent labor organization and no diligent or unsuccessful efforts were made by Complainant to contact employees away from Respondent's premises. (Tenn. Air Nat'l. Guard, Nashville, Tenn., A/SLMR No. 355)

35 08 12

Solicitation

Prohibition of employee solicitation on behalf of union during nonwork time violates Sec. 19(a)(1), absent special circumstances. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

FLRC set aside the decision of A/S in *A/SLMR No. 117* and remanded case to A/S for appropriate action based on its finding that promulgating and maintaining order prohibiting Respondent's instructors from soliciting students in behalf of union does not violate Sec. 19(a)(1). (FLRC No. 72A-1)

Pursuant to FLRC No. 72A-1, A/S reversed previous finding in *A/SLMR No. 117* (A/SLMR No. 253)

A/S original holding in *A/SLMR No. 117* was that promulgating and maintaining order prohibiting Respondent's instructors from soliciting students in behalf of union violates Sec. 19(a)(1). (FAA Aeronautical Cntr., Oklahoma City, Okla., ASLMR No. 117)

Activity interfered with employee rights in violation of Sec. 19(a)(1) by permitting nonintervening union use of its facilities for solicitation purposes among Activity's employees covered by Complainant's pending representation petition. Subsequent dismissal of Complainant's petition is not deter-

minative. (DSA, DCASR, Burlingame, Calif., A/SLMR No. 247)

After warning, employee's continued violation of Sec. 20 of EO, by soliciting for union membership during duty hours, constituted just cause for discharge. (Veterans Benefits Office, Wash., D.C., A/SLMR No. 296)

35 12 00

Section 19(a)(2)

Sec. 19(a)(2) complaint dismissed where no evidence was presented which conceivably could constitute discrimination in regard to hiring, tenure, promotion, or other conditions of employment. (Cal. Army Nat'l. Guard, A/SLMR No. 47)

Sec. 19(a)(2) complaint dismissed where Complainant failed to establish by preponderance of evidence that his non-selection for position was discriminatory in order to encourage or discourage membership in labor organization. (FAA, Houston Area Office, SW Region, Houston, Tex., A/SLMR No. 126)

Activity's discrimination against employee by withholding 3 hours pay and issuing low performance appraisal, prompted by her activities as President of labor organization, inherently would tend to discourage membership in labor organization and, in such circumstances, proof of actual discouragement is not required for finding of violation of Sec. 19(a)(2). (EPA, Perrine Primate Lab., Florida, A/SLMR No. 136)

Although violating Sec. 19(a)(1) of EO, Agency did not also violate Sec. 19(a)(2) by refusing to grant official time to employee union witnesses to participate in formal unit determination hearing inasmuch as Agency's conduct did not encourage or discourage membership in labor organization. (Navy Dept., Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139, reversed FLRC No. 72A-20)

Evidence insufficient to establish that Activity's unilateral cancellation of arbitration proceeding encouraged or discouraged membership in labor organization in violation of Sec. 19(a)(2). (Long Beach Naval Shipyard, Cal., A/SLMR No. 154)

A/S adopted ALJ's finding that Complainant failed to meet burden of proof that Respondent's actions were prompted by Complainant's union membership or activities. (2024th Communications Squadron, Moody Air Force Base, Ga., A/SLMR No. 248)

Activity found not to have violated Sec. 19(a)(2) where evidence failed to establish that the two alleged discriminatees were not hired for union or other discriminatory considerations. (Western Division of Naval Facilities Engineering Command, San Bruno, Cal., A/SLMR No. 264)

Activity's termination of dues withholding did not violate Order as the action was justified by reorganization which in prior representation case it was found that affected employees removed from exclusively represented unit. (Edgewood Arsenal, Aberdeen Proving Ground, Md., A/SLMR No. 286)

Alleged violation of Sec. 19(a)(2) dismissed where ALJ found the Complainant unable to sustain his burden of proof that discharge was based on protected union activity and not insubordination. (Veterans Benefits Office, Wash., D.C., A/SLMR No. 296)

A/S found that the evidence was insufficient to establish that the Respondent denied permission to an employee to take annual leave in order to participate as an observer at a representation election. (IRS, Fresno, Cal., A/SLMR No. 309)

A/S found no violation of Sec. 19(a)(2) in the absence of evidence that the failure by Respondent to properly apply the terms and conditions of a grievance procedure established by the agency itself resulted from discriminatory motivation or disparity of treatment based on union membership considerations. (OEO, Region V, Chicago, Ill., A/SLMR No. 334)

Complainant failed to prove allegation that employee was denied outstanding performance rating and quality increase because of union activities. (OEO, Region V, Chicago, Ill., A/SLMR No. 334)

Activity found not to have violated Sec. 19(a)(2) by failing to permit employee's military reenlistment, and by subsequently discharging him from civilian employment. (Texas Air National Guard, A/SLMR No. 336)

Although there was discrimination against non-Indian employees in regard to promotion and other conditions of employment as a result of the new National Office Indian Preference Policy, Respondent did not violate Sec. 19(a)(2) as such discrimination was not an act over which Respondent Activity had control and had no relationship to union status or union activities. (Bureau of Indian Affairs, Albuquerque, N.M., A/SLMR No. 341)

A/S dismissed allegation where ALJ inadvertently failed to rule on whether Respondent violated the Order by issuing certain warnings. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

A/S found insufficient evidence to establish that Activity's refusal to reenlist an employee in National Guard was in reprisal for his utilization of procedures protected by the Order. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

Failure of the Activity to acknowledge publicly representatives of Complainant labor organization in attendance at meetings with employees or mention their availability for assistance during a forthcoming RIF was not conduct which tended to discourage membership in the Complainant when the purpose of the meetings was to announce the number of positions affected and explain proposed, rather than finalized, procedures for implementing the RIF, and those procedures had been subject to prior discussions between the Activity and the Complainant. (4392 Aerospace Support Group, Vandenberg AFB, Cal., A/SLMR No. 350)

Allegation dismissed in absence of any evidence of discriminatory motivation. (DSA, Defense Property Disposal Off., Aberdeen, Md., A/SLMR No. 360)

Activity requirement that to be detailed or act as a supervisor, a shop steward must resign from that position for the period he is to serve as supervisor, is not discriminatory, but rather, tends to avoid a conflict of interest which would put him in a position where he could not perform either responsibility properly. (Warner Robins Air Material Area, Robins AFB, Ga., A/SLMR No. 365)

Respondent's supervisor had not issued directives to employee because of her union activities or her association with

the Complainant's president. (Vandenberg AFB, Cal., A/SLMR No. 383)

Allegations that Activity improperly withdrew offer of promotion dismissed where ALJ found that, even if Activity had offered and then withheld promotion, evidence was insufficient to establish a violation of the Order. (National Park Service, St. Louis, Mo., A/SLMR No. 402)

35 16 00

Section 19(a)(3)

Agency directive which can be construed as allowing extension of agreement prior to expiration of such agreement, while awaiting resolution of representation question, is not violative of either Sec. 19(a)(1) or (3). (Naval Air Rework Facility, Jacksonville, Fla., A/SLMR No. 155)

Activity did not violate Sec. 19(a)(3) when it negotiated and executed agreement with exclusive representative at time when sole challenge to incumbent union's majority status was individual employee's bare claim, without further proof or documentation, that unit employees opposed representation by incumbent. (FAA, Jacksonville ATC Center and Fed. Aviation Science and Tech. Assoc., NAGE Local R5-20, Fla., A/SLMR No. 194)

Activity did not violate Sec. 19(a)(3) by Headquarters approval of locally executed agreement with exclusive representative where, during pendency of Headquarters review, but subsequent to local execution of agreement, majority of employees signed petition opposing representation by incumbent. (FAA, Jacksonville, ATC Center and Fed. Aviation Science and Tech. Assoc., NAGE Local R5-20, Fla., A/SLMR No. 194)

Activity violated Sec. 19(a)(3) of EO by permitting non-intervening union use of its facilities for solicitation purposes while Complainant's representation petition was pending. Subsequent dismissal of Complainant's petition is not determinative. (DSA, DCASR, Burlingame, Cal., A/SLMR No. 247)

Activity violated Sec. 19(a)(3) by granting employee representatives of labor organization, not having equivalent status to that of the exclusive representative, use of activity services and facilities for purpose of conducting organizational drive when it did not prove special circumstances which would warrant such treatment. (Army Natick Lab, Natick, Mass., A/SLMR No. 263)

Activity violated Sec. 19(a)(3) by conduct of its supervisor, in posting literature of outside labor organization on bulletin board, at a time when such labor organization did not have equivalent status to that of Complainant exclusive representative. (Army Natick Lab, Natick, Mass., A/SLMR No. 263)

No violation found where Respondent granted a labor organization, which had filed a petition that was pending, right to post campaign material on the Respondent's bulletin boards because question concerning representation was raised by the filing of the petition thereby placing such labor organization in "equal status" with the Complainant exclusive representative. (FAA, Eastern Region, Boston ARTCC, Nashua, N.H., A/SLMR No. 273)

Complainant did not meet its burden of proof that Activity violated Sec. 19(a)(3) of EO as evidence did not disclose that agency management distributed or permitted distribution of Intervenor's bulletins. (FAA, Atlanta TAC Tower, Ga., A/SLMR No. 300)

A/S adopted ALJ finding that the inclusion in the Respondent's official house organ of an article written by a supervisor about a professional organization was not violative of EO, as Complainant is a professional association and not a labor organization and there is nothing in the Order which prohibits the Respondent from encouraging membership in a professional organization. (FAA, K.C. Air Route Control Cntr., Olathe, Kan., A/SLMR No. 353)

Activity violated the Order by virtue of conduct of employee found to be management representative who issued a memorandum in support of candidate in union election. (Navy, Office of the Sec'y., Wash., D.C., A/SLMR No. 393)

35 20 00

Section 19(a)(4)

Agency's remedial action, prior to complaint hearing, restoring deducted annual leave to employee union witnesses who previously had been refused official time for participation in formal unit determination hearings, negates need for any A/S "make whole" order, and renders moot question of whether such witnesses suffered disparate treatment compared with those who appeared on behalf of Agency. (Navy Dept., Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; reversed FLRC No. 72A-20)

Agency refusal to permit necessary employee union witnesses to testify at formal unit determination hearings on official time, including payment of any necessary transportation and per diem expenses, may be considered violative of Sec. 19(a)(4). (Navy Dept., Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; reversed FLRC No. 72A-20)

A/S accepted ALJ's finding that Complainant failed to meet burden of proof that Respondent's actions were prompted by Complainant's previous filing of complaint under EO. (2024th Communications Squadron, Moody Air Force Base, Ga., A/SLMR No. 248)

A/S found insufficient evidence to establish that Activity's refusal to reenlist an employee in National Guard was in reprisal for his utilization of procedures protected by the Order. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

35 24 00

Section 19(a)(5)

Activity's actions with respect to conduct of bargaining relationship, while violative of other Secs. of EO, did not violate Sec. 19(a)(5), since that provision relates to grant of appropriate recognition. (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Command reorganization by Navy, where unit is reduced in size but remains identifiable and viable, does not involve private sector "successorship" doctrine, since unit changes do not warrant conclusion that "employing industry" did not continue after reorganization. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Sec. 19(a)(5) obligation to accord recognition includes requirement to continue to accord such recognition as long as labor organization remains qualified for such recognition under provisions of EO. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Diminution of bargaining unit is not, in and of itself, valid ground for withdrawing recognition. Where bargaining unit remains viable and essentially same, even though sub-

stantially reduced, unilateral withdrawal of recognition from exclusive representative constitutes violation of Sec. 19(a)(5). (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Sec. 19(a)(5) allegation of refusal to accord recognition dismissed where sole contention and evidence is that head of subordinate facility was designated to negotiate agreement directly on behalf of Activity rather than, as in original letter of recognition and in previous agreements, merely as representative of the Director of Activity. (Dependent Schools, European Area (USDESEA) APO, N.Y., A/SLMR No. 138)

Evidence insufficient to establish that Activity's unilateral cancellation of arbitration proceeding was violative of Sec. 19(a)(5) obligation to accord recognition to Complainant. (Long Beach Naval Shipyard, Cal., A/SLMR No. 154)

Allegation of refusal to accord recognition dismissed where evidence did not establish in reorganization situation that employees sought were an accretion or addition to the existing unit. (Nat'l. Oceanic & Atmospheric Adm., Wash., D.C., A/SLMR No. 285)

Activity's termination of dues withholding did not violate Order as the action was justified by reorganization which, as found in prior representation case, removed affected employees from exclusively represented unit. (Edgewood Arsenal, Aberdeen Proving Ground, Md., A/SLMR No. 186)

Activity's conduct, while violative of other sections of EO, did not violate Sec. 19(a)(5), because it did not constitute a refusal to accord appropriate recognition. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 329)

Failure of the Activity to acknowledge publicly representatives of the Complainant labor organization in attendance at meetings with employees or mention their availability for assistance during a forthcoming RIF did not constitute refusal to accord appropriate recognition when the purpose of the meetings was to announce the number of positions affected and explain proposed, rather than finalized, procedures for implementing the RIF, and those procedures had been subject to prior discussions between the Activity and the Complainant. (4392 Aerospace Support Group, Vandenberg AFB, Cal., A/SLMR No. 350)

A/S adopted ALJ finding that the inclusion in the Respondent's official house organ of an article written by a supervisor about a professional organization was not violative of EO, as ACTA is a professional association and not a labor organization and there is nothing in the Order which prohibits the Respondent from encouraging membership in a professional organization. (FAA, K.C. Air Route Control Cntr., Olathe, Kan., A/SLMR No. 353)

Where employees continued to remain in the exclusively recognized unit, Respondent, as a co-employer of employees, was obligated to continue to honor the existing negotiated agreement between labor organization and previous Activity. Where agreement pertained to transferred employees, improper withdrawal of recognition in derogation of obligation "to accord appropriate recognition to a labor organization qualified for such recognition" violated Order. (DSA, Defense Property Disposal Off., Aberdeen, Md., A/SLMR No. 360)

Obligation to accord recognition includes requirement to continue to accord such recognition as long as labor organization remains qualified for such recognition under provisions of EO. (DSA, Defense Property Disposal Off., Aberdeen, Md., A/SLMR No. 360)

Activity's refusal to recognize exclusive representative as representative of classification of Progressmen was not violation because Progressmen were found to be supervisors within meaning of EO Sec. 2(c). (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

A/S adopted ALJ's finding that evidence did not establish that Activity had refused to accord proper recognition to union. (Metallurgy Research Ctr., Bureau of Mines, Albany, Ore., A/SLMR No. 408)

35 28 00

Section 19(a)(6)

35 28 04

Response to Bargaining Request

In meetings with employees at which the Activity explained proposed, rather than finalized, procedures for implementing a forthcoming RIF and announced the number of positions to be affected, the Activity's failure to acknowledge publicly representatives of the Complainant labor organization in attendance and to mention their availability for assistance during the RIF, was found not to be a refusal to meet and confer in violation of Sec. 19(a)(6), where the procedures had been subject to prior discussions with the Complainant and there was no request by the Complainant's representatives for any type of consultation during the course of the meetings. (4392d Aerospace Support Group, Vandenberg AFB, Calif., A/SLMR No. 350)

Allegation that Activity failed to meet and confer regarding the assignment of a GS-5 employee to fill temporarily a GS-9 journeyman position dismissed where Activity was obligated to meet and confer only regarding the impact of its decision and the procedures involved but was relieved of this obligation by the failure of Complainant to request to meet and confer after proper notification of the decision. (FAA, ATC, Anchorage, Alaska, A/SLMR No. 379)

Activity did not violate the Order: (1) where there was no evidence that the Activity refused to confer in good faith with regard to negotiable items relating to the payment of environmental differential pay; (2) where request for information was not particularized; and (3) evidence did not establish that the information requested was necessary for the Complainant to function intelligently as the exclusive bargaining representative. (HQ., 438th Air Base Group, McGuire AFB, N.J., A/SLMR No. 384)

Activity did not violate obligation to meet and confer with respect to planning and announcement of impending reduction-in-force and failure to furnish relevant information in that regard inasmuch as: (1) 9 of original 11 items requested were supplied and record did not support allegation that Respondent withheld other 2 items; and (2) Complainant failed to request Activity to meet and confer regarding procedures to be adopted or impact of decision upon adversely affected employees. (Army Electronics Command, Fort Monmouth, N.J., A/SLMR No. 395)

The Activity may refuse to recognize a guard as the president of a nonguard labor organization which represents a unit of guards and two units of nonguards at the same

Activity as guard participation in the management of a labor organization would give rise to a conflict or apparent conflict of interest and would be incompatible with his official duties within the meaning of Sec. 1(b) of the EO. (Army Materiel Command, Tooele Army Depot, Utah, A/SLMR No. 406)

35 28 08

Failure to Meet and Confer Generally

Activity violated Sec. 19(a)(6) when it advised President of labor organization representing grievant that management's adjustment of grievance was made strictly on basis of unilateral considerations, and was not result of good faith efforts by Activity and exclusive representative. Such conduct constitutes refusal to consult, confer or negotiate as required by Sec. 19(a)(6). (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Activity's change in schedule on day of bomb scare, without prior discussion with exclusive representative, was responsive to immediate emergency and therefore, not violative of Sec. 19(a)(6). (Dependent Schools, European Area (USDESEA), APO, N.Y., A/SLMR No. 138)

Allegation of refusal to consult, confer or negotiate dismissed because of lack of evidence inasmuch as obligation to negotiate does not require Activity to accede to demands, and impasse, after considerable negotiations, does not make violation. (Dependent Schools, European Area (USDESEA), APO, N.Y., A/SLMR No. 138)

A/S agreed with ALJ that, as defense to Sec. 19(a)(6) allegation of refusal to negotiate, Activity may not rely on contention, raised for first time in post-hearing brief to ALJ, that unit involved in ULP proceeding is inappropriate because it excludes off-duty military personnel, inasmuch as: (1) status of such personnel was not litigated in ULP proceeding to ascertain whether they meet criteria of A/S for inclusion; and (2) Activity had recognized appropriateness of unit following consent election. (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

In evaluating Sec. 19(a)(6) allegations, A/S held that neither EO nor effectuating its policies requires him to interpret or police "ground rules" Activity and union established for negotiations, absent evidence that such side agreements constitute independent violations of EO. (AAFES, Keesler, Consolidated Exchange, Miss., A/SLMR No. 144)

Activity's refusal to discuss proposals relating to hours of work, promotion, and dues checkoff not violative of Sec. 19(a)(6) because these involve negotiability questions which must be decided initially by FLRC pursuant to Sec. 11(c)(4) of EO prior to invoking the A/S ULP procedure. (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

No Sec. 19(a)(6) violation found when Activity changed meal period for employees exclusively represented by Complainant from 30 minutes, as specified in negotiated agreement, to one hour, where agreement requires consultation with Complainant as to "any contemplated changes in the regularly scheduled workday or workweek" prior to implementation, and Activity fulfilled this requirement by changing meal period only after three separate meetings with Complainant on this matter. (Army School/Training Center, Fort Gordon, Ga., A/SLMR No. 148)

Activity's unilateral cancellation of arbitration proceeding, scheduled pursuant to negotiated agreement without con-

sulting exclusive representative, based on Activity's judgment that matter was not arbitrable, is improper refusal to consult, confer or negotiate and violative of Sec. 19(a)(6). (Long Beach Naval Shipyard, Calif., A/SLMR No. 154)

Allegation that Respondent failed to confer, consult, or negotiate with Complainant union with respect to its participation in wage survey dismissed because: (1) Complainant had been informed of survey but did not request to participate in it; and (2) it is not incumbent upon Respondent to insist that Complainant exercise option contained in negotiated agreement of participating in survey. (Navy Exchange, Naval Air Station, Quonset Point, R.I., A/SLMR No. 180)

Allegation of Activity violation of Sec. 19(a)(6) by failure to grant formal hearing before impartial hearing officer to permit labor organization to present its grievance dismissed because: (1) there was adequate consultation between parties concerning grievance; (2) there was no proof of bad faith by Activity; and (3) Activity had no obligation under EO to grant the hearing requested by labor organization. (Air Technician Detachment at Dobbins AFB, Ga., and Travis Field, Savannah, Ga., A/SLMR No. 182)

Reply to charge by party against whom charge is directed is not required under Sec. 203.2 of Regs. Even assuming Respondent's conduct in this regard was inconsistent with Regs., it would not constitute refusal to consult, confer, or negotiate within meaning of Sec. 19(a)(6) of EO. (Army Materiel Command, Automated Logistics Mgt. Systems Agency, A/SLMR No. 211)

Activity's refusal to discuss proposed dues checkoff agreement separate from collective bargaining agreement, in accordance with DOD directive, not violative of Sec. 19(a)(6) because negotiability question involved which must be decided initially by FLRC pursuant to Sec. 11(c)(2)-11(c)(4) of EO prior to invoking A/S ULP procedure. (Army Materiel Command, Automated Logistics Mgt. Systems Agency, A/SLMR No. 211)

Activity changes in its Medical and Environmental Health Programs, which, contrary to Activity contention, required prior negotiations rather than mere consultation, nonetheless did not violate Sec. 19(a)(6) because actions of parties, in fact, constituted negotiations (despite characterization by both parties as consultations). (Kennedy Space Center, Fla., A/SLMR No. 223)

Local union's allegation that Activity failed to negotiate on working conditions related to move to new location, found without merit. (OEO, Region V., Chicago, Ill., A/SLMR No. 251)

Activity not obligated to consult, confer, or negotiate with labor organization with regard to nonsupervisory employees, where reorganization did not result in accretion or addition to existing unit. (Nat'l. Oceanic & Atmospheric Adm., Wash., D.C., A/SLMR No. 285)

Respondent was not obligated to meet and confer with the Complainant over the adoption of Defense Language Institute Regulation 690-2 where Regulation was issued by Agency Headquarters "to achieve a desirable degree of uniformity and equality . . . common . . . to employees in more than one subordinate activity." Once the Agency Headquarters issued the Regulation applicable to employees of other branches of DLI as well as those of the Activity, the matters contained therein were removed from the scope of negotiations at the local level. (AF Defense Language Institute,

Lackland AFB, Texas, A/SLMR No. 322; FLRC No. 73A-64)

Activity foreman's alleged refusal to discuss settlement of an alleged unfair labor practice held not violative of Sec. 19(a)(6) because obligation to meet and confer relates to the collective bargaining relationship between an incumbent labor organization and an agency or activity and a question relating to compliance with Regulations is an administrative matter to be handled in the processing of unfair labor practice cases. (Long Beach Naval Shipyard, Calif., A/SLMR No. 352)

Respondent did not violate the Order by refusing to confer with the Complainant for purposes of discussing the latter's pending complaint without the presence of rival union representatives as matters relating to the processing of cases under the Assistant Secretary's Regulations are administrative matters to be enforced by the Assistant Secretary and that such matters, standing alone, do not constitute unfair labor practices. (Bureau of Reclamation, Yuma, Ariz., A/SLMR No. 401)

To resolve dispute on negotiability, Sec. 11(c) is appropriate procedure, with use of Sec. 19(a)(6) in such matters intended for situations in which labor organization believes that management has been arbitrary or in error in excluding matter from negotiation which already had been determined to be negotiable through Sec. 11(c) procedures. (R A/S No. 26)

While awaiting the resolution of a petition in which an Activity has raised a good faith doubt as to the exclusive representative's majority status or a good faith doubt as to the appropriateness of the existing unit, there is no obligation on the part of the Activity to negotiate with the exclusive representative. (R A/S No. 55)

35 28 12

Failure to Meet and Confer on Impact or Procedures

Allegation that Respondent failed to confer, consult, or negotiate with Complainant with respect to impact on employees of RIF is dismissed because of lack of evidence that: (1) Complainant requested such bargaining; or, (2) Respondent exhibited a "closed mind" so as to have rendered any such request a futility. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Activity did not violate obligation to consult, confer, or negotiate with respect to impact of its decision to eliminate civilian guards' "graveyard" shift inasmuch as exclusive representative had ample opportunity prior to effectuation of such change to request bargaining on impact but failed to do so. (Norton AFB, Calif., A/SLMR No. 261)

Activity violated the Order by not giving exclusive representative notice of reduction-in-force and opportunity to confer thereon in advance of giving individual notices to affected employees with respect to procedure to be used in choosing which employees were to be subject to reduction-in-force action. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

Activity did not violate the Order with respect to failure to meet and confer in good faith concerning impact of reduction-in-force where there was 60 day period between issuance of RIF notices and implementation of the RIF, and at no time during this period did Complainant labor organization seek to meet and confer with Respondent concerning

the impact of the RIF on the employees adversely affected. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

Activity violated the Order where it: (1) improperly failed to meet and confer concerning procedure to be followed in selecting employees for reassignment; and (2) did not afford exclusive representative an opportunity to meet and confer over the impact of its decision on those employees adversely affected by the reassignment. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 329)

Although there was no obligation on Respondent to meet and confer with Complainant on the decision to establish the New Indian Preference Policy, there was an obligation to meet and confer, to the extent consonant with law and regulations, on the procedures the Respondent intended to observe in effectuating the new policy and on the impact of such policy on adversely affected employees. (Bureau of Indian Affairs, Albuquerque, N.M., A/SLMR No. 341)

Activity violated Sec. 19(a)(6) by failing to afford Complainant reasonable opportunity to meet and confer, to extent consonant with law and regulations, on procedures to be utilized in effectuating its new policy with respect to enforcement of grooming standards, and on impact of such policy on adversely affected employees. (New Mexico Nat'l. Guard, Santa Fe., N.M., A/SLMR No. 362)

35 28 16

Refusal to Allow Formal Discussion Representation

Activity violated Sec. 19(a)(6) by refusal to allow exclusive representative opportunity to be represented at formal discussion between management and two employees concerning personnel policy and practice directly relating to all unit employees. (Army Training Center, Infantry, Laundry Facility, Ft. Jackson, S.C., A/SLMR No. 242)

Activity violated Sec. 19(a)(6) when it refused to afford the exclusive representative the opportunity to be represented at a meeting which constituted a "formal" discussion within the meaning of Sec. 10(e) of EO. (Army, Transportation Motor Pool, Fort Wainwright, Alaska, A/SLMR No. 278)

Activity did not violate Sec. 19(a)(6) when it refused to afford exclusive representative opportunity to be represented at "counselling sessions" which were not "formal discussions" within meaning of Sec. 10(e). (Texas Air National Guard, A/SLMR No. 336)

Respondent's initial refusal to meet with employee's chosen representative was not violative of the Order based on subsequent circumstance where representative was present at additional meetings. (Vandenberg AFB, Calif., A/SLMR No. 383)

Activity committed violation by depriving exclusive representative of specific right under EO Sec. 10(e) by excluding observer, representing the exclusive representative, from participating in resolution of employee's grievance filed under Activity's grievance procedure. (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

35 28 20

Uncompromising Attitude

No violation of Sec. 19(a)(6) found either in terms of authority to bargain of Activity's spokesman or in terms of

overall "good faith" bargaining despite spokesman's indications, at various times, that certain proposals could not be approved because of conflict with Activity regulations and his refusal to request possible changes in such regulations. (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

Refusal to sign negotiated agreement, terms of which previously had been agreed upon fully with exclusive representative, constitutes refusal to consult, confer, or negotiate in violation of Sec. 19(a)(6). A/S rejected Activity's contention that no agreement could be executed until A/S made determination in related unit clarification case it had filed expressing doubt as to scope of certified unit, arising out of recent reorganization. A/S found unit remained viable and identifiable and Complainant was entitled to continued recognition. (HQ., Army Aviation Systems Command, Mo., A/SLMR No. 168; FLRC No. 72A-30)

Activity refusal to negotiate with exclusive representative regarding ground rules for negotiation of collective bargaining agreement on two occasions was a violation since conditions necessary for using procedure of RA petition as defense to its refusal to consult, confer, or negotiate were not present, (i.e., an agency must have a good faith doubt that the recognized or certified union represents a majority of the employees, or that the scope or character has changed so substantially or materially that it is no longer appropriate). (FAA, Atlanta, Ga., A/SLMR No. 287)

Activity violated the Order by refusing to sign collective bargaining agreement negotiated and agreed to by its negotiator, and insisting upon substantial modification thereof, where the Activity had previously invested its negotiator with full authority to conclude the agreement and to bind the Activity to any agreement reached thereon. (Joint Tactical Com. Office, (TRI-TAC), DOD, Fort Monmouth, N.J., A/SLMR No. 396)

Respondent Activity's refusal to cease operations and meet with entire night crew to discuss working conditions not violative of the Order where Respondent shortly thereafter arranged a meeting with exclusive representative's Local President and four other employees. (GSA, Region 6, PBS, K.C., Mo., A/SLMR No. 404)

35 28 24

Dilatory and Evasive Tactics

Respondent-caused delay of four months in start of negotiations, standing alone, ordinarily would constitute refusal to consult, confer, or negotiate within meaning of Sec. 19(a)(6), but, because Complainant did not press for immediate negotiations and, once negotiations began, they were transacted with sufficient diligence, no violation found. (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

Activity's negotiating method of considering union's proposed collective bargaining agreement article by article and not submitting its own counterproposals in advance is legitimate bargaining approach and not violative of Sec. 19(a)(6). (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

No violation of Sec. 19(a)(6) based on Respondent's failure to issue a decision within 30 days after receipt of Arbitrator's advisory opinion; its failure to furnish labor organi-

zation's District representative with a copy of the Arbitrator's decision, while furnishing labor organization's local with a copy; and its alleged initial rejection of an unfair labor practice charge filed by the Complainant. (Army Missile Command, Huntsville, Ala., A/SLMR No. 367)

Respondent did not violate the Order by allegedly failing to provide chief negotiator with sufficient bargaining authority at negotiating sessions held subsequent to Agency's return of agreement for "changes... required in order to bring agreement in conformity with applicable laws, regulations, and Executive Order 11491..." where: (1) chief negotiator had adequate authority to negotiate on behalf of Respondent; (2) there is no requirement in EO that Respondent's chief negotiator have authority to negotiate on behalf of the Agency or that the Agency had to be represented at such negotiations; and (3) calls made to Agency by Respondent's chief negotiator merely constituted an agreed-upon procedure to obtain Sec. 15 approval of modified clauses by Agency as they were renegotiated. (Air Nat'l. Guard Bureau, Vt., A/SLMR No. 397)

Record failed to establish that Respondent engaged in any dilatory tactics concerning setting up initial meeting or any subsequent meetings on ground rules for bargaining. (Air Nat'l. Guard Bureau, Vt., A/SLMR No. 397)

35 28 28

Unilateral Changes in Terms and Conditions of Employment

Activity violated Sec. 19(a)(6) of EO where it unilaterally altered manner in which shifts would be scheduled in Nursing Service and put into effect schedule which was at variance with the terms of its negotiated agreement. Activity's contention that matter be considered a "contract dispute" and handled through grievance procedure rejected. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Respondent's unilateral termination of negotiated agreement and revocation of dues allotments were "part and parcel" of its failure to continue to accord appropriate recognition, rather than independent acts and therefore, although violative of Sec. 19(a)(5), are not violations of Sec. 19(a)(6). (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Activity violated Sec. 19(a)(6) by changing time schedules for processing of cases by its legal assistants without affording exclusive representative adequate notice and opportunity to bargain prior to effecting such change, which A/S held to be matter affecting working conditions within meaning of Sec. 11(a) of EO and not privileged by virtue of Sec. 11(b) and Sec. 12. A/S adopted ALJ's finding that Sec. 11(c) of EO does not apply to this matter and does not deprive A/S of jurisdiction because issue did not arise "in connection with negotiations." (NLRB, Wash., D.C., A/SLMR No. 246)

Activity's refusal to refer Council dispute to advisory arbitration under existing agreement unilaterally modified terms of the agreement and was violative of the Order. (Norfolk Naval Shipyard, Va., A/SLMR No. 290)

Agency's unilateral determination of grievability found to be violation of Sec. 19(a)(6) in accordance with A/SLMR Nos. 290 and 154. (Puget Sound Naval Shipyard, Wash., A/SLMR No. 332)

Activity did not violate Sec. 19(a)(6) where, under terms of a negotiated agreement, the labor organization clearly

and unequivocally waived a past practice, and the labor organization did not meet its burden of proving that the Activity's implementation of the agreement in this regard constituted a unilateral change in the agreed-upon terms and conditions of employment. (VA Cntr., Bath, N.Y., A/SLMR No. 335)

Activity violated the Order by unilaterally changing an agreed-upon term and condition of employment. (Calif. Nat'l. Guard, State Military Forces, Sacramento, Calif., A/SLMR No. 348)

A/S dismissed allegation where ALJ inadvertently failed to rule on whether the Respondent violated the Order by issuing certain warnings. (Calif. Nat'l. Guard, State Military Forces, Sacramento, Calif., A/SLMR No. 348)

Respondent's unilateral termination of negotiated agreement and threat to discontinue dues deductions violative to Sec. 19(a)(5) rather than 19(a)(6) because the matters related to an improper refusal to accord appropriate recognition such as the termination of a negotiated agreement and threat to discontinue dues deduction are violations of Sec. 19(a)(5) as previously stated in *United States Department of Defense, Department of the Navy, Naval Air Reserve Training Unit, Memphis, Tennessee*, A/SLMR No. 106, and not Sec. 19(a)(6). (DSA, Defense Property Disposal Office, Aberdeen, Md., A/SLMR No. 360)

Activity policy of requiring all personnel to obtain an administrative permit prior to entering a work section within a security control area was a long-standing Activity policy and consequently, did not constitute a unilateral change in working conditions. (Warner Robins Air Materiel Area, Robins AFB, Georgia, A/SLMR No. 374)

Respondent violated the Order by unilateral implementation of a regulation issued by higher echelon within Agency as the regulation was not that of an "appropriate authority" within the meaning of Sec. 12(a) of the Order, and therefore, could not serve to modify the terms of an existing local agreement. (Navy, Supervisor of Shipbuilding, Pascagoula, Miss., A/SLMR No. 390)

Activity's action in unilaterally changing terms and conditions of its negotiated agreement with exclusive representative by deleting classification of Progressmen from bargaining unit without first consulting or negotiating with exclusive representative was not violation because Progressmen were found to be supervisors within meaning of EO Sec. 2(c). (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

Respondent did not violate Sec. 19(a)(6) by changing competitive areas during pendency of RA petition as it was under no obligation to meet and confer with the Complainant during this period which may or may not have continued to represent an appropriate unit based on the outcome of the RA petition. (Bureau of Reclamation, Yuma, Ariz., A/SLMR No. 401)

35 28 32

Bypassing Exclusive Representative

Activity violated Sec. 19(a)(6) when it informed employee that it was withdrawing its reprimand to him unilaterally and not as result of labor organization grievance, and that same result would have been obtained had he dealt directly

with management. By such actions Activity clearly urged employee to bypass exclusive representative in adjustment of future grievances, thereby undermining status of exclusive representative.

Activity further violated Sec. 19(a)(6) when it advised President of labor organization representing grievant that management's adjustment of grievance was made strictly on basis of unilateral considerations, and was not result of good faith efforts by Activity and exclusive representative. Such conduct constitutes refusal to consult, confer, or negotiate as required by Sec. 19(a)(6). (Army School/Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Although A/S considered it better practice for Activity to have contacted grievant's chosen representative, who was officer of exclusive representative, to discuss alternative dates for upcoming grievance proceeding, rather than to discuss matter with grievant directly, A/S found that evidence did not establish that this conduct was attempt by Activity to undermine or bypass exclusive representative union. Nor did A/S consider two Activity letters to grievant to constitute attempts to bypass union, noting that copies of such letters were served on union. (HQ., Air Force Flight Test Center, Edwards AFB, Calif., A/SLMR No. 255)

Activity violated Sec. 19(a)(6) of EO by dealing directly with unit employees on the Youth Advisory Committee (YAC) at various management staff committees of Respondent Activity where personnel policies and practices were discussed, and thus undermining and bypassing the employees' exclusive representative. (VA Hospital, Muskogee, Okla., A/SLMR No. 301)

Activity violated the Order by unilateral implementation of a change in the promotion policy at the Activity, thereby bypassing the exclusive representative and disparaging it in the eyes of unit employees. (VA Cntr., Hampton, Va., A/SLMR No. 385)

Respondent's failure to meet and confer with the employees' exclusive representative prior to the issuance of a questionnaire to employees covering their terms and conditions of employment found to be unilateral conduct which constituted an improper bypass and undermining of the status of its employees' exclusive representative. (Wadsworth Hospital Cntr., Los Angeles, Calif., A/SLMR No. 388)

Activity's failure to recognize exclusive representative as the representative of unit employee involved in adverse action proceeding was violation as it was in derogation of Complainant's exclusive representative status and its ongoing obligation under EO Sec. 10(e) to represent interests of employee in such circumstances until such time as he has indicated his desire to choose his own representative pursuant to Sec. 7(d)(1). (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

35 28 36

Refusal to Furnish Information

Allegations of violation of Sec. 19(a)(6) by refusal to furnish home addresses of employees in unit to exclusive representative dismissed because evidence failed to establish that union lacked effective means of communicating with unit employees. A/S, however, rejected ALJ's apparent finding that where exclusive representative has several means of communicating with unit employees, each of which alone may be inadequate to provide effective communication, cu-

ulative effect of the various means available may nevertheless provide adequate means for such communication. (IRS, Office of the District Director, Jacksonville, Fla., A/SLMR No. 214; FLRC No. 72A-50)

Activity's denial of request to provide by next morning copies of voluminous documents relating to reduction-in-force not violative of Sec. 19(a)(6) where there was no showing that Activity's offer to allow Complainant's representatives to examine materials without receiving copies would have been inadequate. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

35 32 00 **Section 19(d)**

As appeals procedure available to the employee was not one in which the unfair labor practice issue properly could be raised, it did not fall within the meaning of Sec. 19(d) and, thus, did not bar the A/S's consideration of the employee's unfair labor practice complaint. (Veterans Benefits Office, Wash., D.C., A/SLMR No. 296)

Respondent's contention that one of the grievances involved was subject to Sec. 19(d) and that the complaint therefore, was dismissable was rejected by ALJ, noting that issue herein was unilateral interpretation of the agreement which could not be resolved through an appeals procedure. (Puget Sound Naval Shipyard, Wash., A/SLMR No. 332)

A/S did not have jurisdiction to decide merits of complaint as there was no evidence that Complainant was prevented from raising contested issue under appeals procedure. (Texas Air National Guard, A/SLMR No. 336)

The A/S ordered dismissal of complaint on the ground that pursuant to EO Sec. 19(d) he was without authority to consider such matters, noting that prior to the filing of the charge or grievance addressing the same issues raised by the charge and subsequent complaint was filed with the Respondent. (Warner Robins Air Materiel Area, Robins AFB, Ga., A/SLMR No. 340)

Although record did not indicate whether there was appeals procedure available to Complainant, A/S found it unnecessary to determine whether 19(d) was applicable in view of his disposition of case dismissing complaint on the merits. (Calif. Nat'l. Guard, State Military Forces, Sacramento, Calif., A/SLMR No. 348)

Sec. 19(d) did not require dismissal of complaint inasmuch as A/S concluded that the issue of whether or not exclusive representative had obligation, by virtue of its exclusive representative status, to represent employee affected by adverse action could not be raised properly under adverse action appeals procedure involved. (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

Sec. 19(d) was not dispositive of the unfair labor practice allegations in this case as the Civil Service Commission's Board of Appeals and Review had ruled that the Respondent had established a competitive area in accordance with Civil Service regulations and the testimony developed in connection with the unfair labor practice complaint pertaining to the reasons for separate competitive areas was not relevant in the adjudication of the propriety of the competitive areas as established. (Bureau of Reclamation, Yuma, Ariz., A/SLMR No. 401)

40 00 00 **UNFAIR LABOR PRACTICES:** **LABOR ORGANIZATION**

40 04 00 **General**

Deprivation of Respondent's status as labor organization under EO because of finding it engaged in strike does not relieve Respondent of accountability for violation under Sec. 19(b) of EO, which prohibits "labor organizations" from calling or engaging in strike. (PATCO, A/SLMR No. 10)

40 08 00 **Section 19(b)(1)**

Despite findings that Respondent violated Sec. 19(b)(4) by participating in and condoning work stoppage, A/S found no violation of Sec. 19(b)(1) since it was not shown that work stoppage constituted interference, restraint or coercion of employees within meaning of EO, nor does evidence warrant finding that Respondent committed independent acts of interference, restraint, or coercion against individual employees. (PATCO, A/SLMR No. 10)

A/S found no Sec. 19(b)(1) violation because of no independent evidence of Union interference with, restraint, or coercion of employees in exercise of rights assured by EO. (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

Exclusive representative did not violate Sec. 19(b)(1) where, in the absence of any pending question concerning representation, it negotiated and executed an agreement with the local level of the Activity. Activity Headquarters' subsequent ratification of agreement, notwithstanding fact that, during pendency of Headquarters' review of agreement, majority of employees signed petition opposing representation by incumbent, not considered to require contrary result. (FAA, Jacksonville ATC Center, and Fed. Aviation Science and Tech. Assoc., NAGE, Local R5-20, Fla., A/SLMR No. 194)

The refusal by a Labor Organization to accept and honor a member's resignation from membership, submitted in accordance with its constitution or bylaws, violated Sec. 19(b)(1) of EO as such conduct interfered with and restrained member employees' rights under Sec. 1(a) of EO to refrain from joining or assisting a labor organization. (Local 1858, AFGE [Redstone Arsenal, Ala.], A/SLMR No. 275)

Respondent labor organization interfered with Complainant's exercise of rights under Sec. 1(a) of the Order by refusing to allow him to resign from the organization, and by subsequently listing and publishing the Complainant's name in its monthly "Bulletin." (Graphic Arts Int'n'l. Union, Local 4B, Wash., D.C., A/SLMR No. 359)

40 12 00 **Section 19(b)(2)**

No entries.

40 16 00 **Section 19(b)(3)**

No entries.

40 20 00**Section 19(b)(4)**

Respondent engaged in conduct violative of Sec. 19(b)(4) of EO, in that it called or engaged in strike, work stoppage, or slowdown or condoned such activity by failing to take affirmative action to prevent or stop it. (PATCO, A/SLMR No. 10)

40 24 00**Section 19(b)(5)**

No entries.

40 28 00**Section 19(b)(6)**

Evidence fails to support contention of Sec. 19(b)(6) violations by virtue of Union's: (1) alleged denial of proper authority to bargain to negotiators; and (2) expressions of displeasure with aspects of EO and Activity's policies and regulations. (AAFES, Keesler Consolidated Exchange, Miss., A/SLMR No. 144)

40 32 00**Section 19(c)**

Where the question of the propriety of discipline imposed by a Labor Organization was not raised in an unfair labor practice complaint alleging a violation of Sec. 19(b)(1), the A/S did not deem it appropriate to consider whether the discipline was permissible under EO and, if so, whether it was reasonable. (Local 1858, AFGE [Redstone Arsenal, Ala.], A/SLMR No. 275)

Resignation from membership in a Labor Organization does not extinguish that Organization's right under Sec. 19(c) of EO to enforce discipline against the former member for improper conduct prior to the resignation, provided such discipline is enforced in accordance with procedures under its constitution or bylaws which conform to requirements of EO. (Local 1858, AFGE [Redstone Arsenal, Ala.], A/SLMR No. 275.)

Respondent's refusal (Local and National) to reinstate Complainants to membership because Complainants failed to obtain a 2/3 majority of the voting members, in accordance with the Respondent Local's constitution was violative of Sec. 19(c) in that such requirement was inconsistent with the language of Sec. 19(c) which grants a right to a unit employee to become a member of a labor organization of his own choosing except for failure to meet reasonable occupational standards or failure to tender initiation fees and dues, uniformly required for admission and retaining membership. (AFGE, Beeville, Texas, A/SLMR No. 294)

45 00 00**REMEDIAL ORDERS AGAINST AGENCIES:
UNFAIR LABOR PRACTICES****45 04 00****Notification and Dissemination of Remedies**

Activity ordered to post A/S notice, signed by Head of Activity, for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Activity Head shall take reasonable steps to insure that such notices are not altered, defaced, or covered by any other material. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Activity ordered to distribute A/S notice to all employees

to whom Activity had distributed previous memoranda regarding restrictions on campaigning. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Contention that remedial notices be posted at all Agency facilities, inasmuch as policy found to be violative was announced throughout Agency, rejected by A/S as unnecessary because remedial Order requires Agency to make appropriate changes in its Regulations. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; reversed on other grounds FLRC No. 72A-20)

Activity ordered to distribute A/S notice regarding the wearing of union membership buttons to all instructors still assigned to the Federal Aviation Administration Academy. (FAA Aeronautical Center, Okla. City, Okla., A/SLMR No. 253)

45 08 00**Advice of Compliance**

Activity is ordered to notify A/S in writing within ten (10) days from date of his Decision and Order as to steps taken to comply therewith, pursuant to Sec. 203.26 of Regs. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Activity is ordered to notify A/S in writing within twenty (20) days from date of his Decision and Order as to steps taken to comply therewith, pursuant to Sec. 203.26 of amended Regs. (Army Training Center, Infantry, Laundry Facility, Ft. Jackson, S.C., A/SLMR No. 242)

45 12 00**Remedies for Improper Rules, Regulations and Orders**

Activity regulation prohibiting instructors from engaging in any union activity or wearing membership buttons is ordered cancelled to the extent that it is inconsistent with Order of A/S. (FAA Aeronautical Cntr., Oklahoma City, Okla., A/SLMR No. 117; reversed, in part, FLRC No. 72A-1)

Activity ordered to bring its regulations into compliance with the requirement that necessary union witnesses be made available on official time to participate in formal unit determination hearings. (Navy Dept. and Naval Weapons Sta., Yorktown, Va., A/SLMR No. 139; Reserve Command Hq., Camp McCoy, Sparta, Wis., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 256; reversed FLRC Nos. 72A-20 and 73A-18)

45 16 00**Remedies for Improper Conduct****45 16 04****Interference, Solicitations or Distribution of Literature**

Activity ordered to cease and desist from: (1) promulgating or maintaining no-solicitation rule which restricts its employees from engaging in solicitation on behalf of any labor organization at workplace during their nonwork time provided there is no interference with work of Activity; (2) promulgating or maintaining rule which prohibits its employees from distributing literature on behalf of any labor organization on Activity's premises in nonwork areas during their nonwork time; and, (3) in any like or related manner interfering with, restraining, or coercing its employees in exercise of rights assured by Sec. 1(a) of EO. (Charleston Naval Shipyard, S.C., A/SLMR No. 1)

Activity ordered to cease and desist from: (1) soliciting employees represented by exclusive representative to deal directly with management with respect to resolution of their

grievances, and (2) promising employees benefits in order to restrain them from utilizing negotiated grievance procedure and their exclusive representative. (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Activity ordered to cease and desist from communicating to any of its employees not directly involved in processing of specific grievance, either orally or in writing, derogatory information concerning fellow employee who initiates grievance proceeding. (Ark. Nat'l. Guard, A/SLMR No. 53)

Activity ordered to cease and desist from refusing to process or dilatorily processing employee grievances. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Activity is ordered to cease and desist from interfering with, restraining, or coercing employees by withdrawing recognition from their exclusive bargaining representative and by refusing to honor and enforce the negotiated agreement with that labor organization and the dues allotment authorizations executed in its behalf.

Activity further ordered to honor and enforce its negotiated agreement and its agreement covering voluntary allotments for payment of dues with Complainant labor organization. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Activity is ordered to cease and desist from: (1) promulgating or maintaining an order which prohibits its instructors from engaging in solicitation, or any other legitimate activity, on behalf of the Complainant or any other labor organization, at their workplace or elsewhere during their nonwork time, providing there is no interference with the work of the Agency; and (2) promulgating or maintaining an order which prohibits instructors from wearing union membership buttons.

Activity is further ordered to take the following affirmative action: (1) cancel its violative order to extent it is inconsistent with A/S Order; and, (2) post A/S Notice to Employees and distribute copies to all Activity instructors. (FAA Aeronautical Cntr., Oklahoma City, Okla.; A/SLMR No. 117; reversed, in part, FLRC 72A-1)

Activity ordered to cease and desist from restricting employees' freedom of movement within Activity on nonworking time.

Activity further ordered to expunge from her personnel records the unsatisfactory performance appraisal and discriminatory disciplinary warnings and memoranda restricting her freedom of movement within Activity on nonworking time. (EPA, Perrine Primate Lab., Florida, A/SLMR No. 136)

Agency ordered to cease and desist from promulgating or maintaining policy of refusing to make available on official time necessary union witnesses for participation at formal unit determination hearings. (Navy Dept. and Naval Weapons Sta., Yorktown, Va.; Reserve Command Hq.: Camp McCoy, Sparta, Wisc., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 256; reversed FLRC Nos. 72A-20 and 73A-18)

Activity ordered to cease and desist from interfering with, restraining, or coercing employees by preventing a steward, or any other individual acting as a representative of said labor organization, from speaking on behalf of any employee in the bargaining unit at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or

other matters affecting general working conditions. (Army Training Center, Infantry, Laundry Facility, Ft. Jackson, S.C., A/SLMR No. 242)

Pursuant to FLRC Decision on Appeal, A/S issued Supplemental Decision and Order, ordering Activity to cease and desist from promulgating or maintaining order prohibiting instructors from wearing buttons, and ordered that notice to to this effect be distributed to instructors and be posted. (FAA Aeronautical Center, Okla. City, Okla., A/SLMR No. 253; FLRC No. 72A-1)

Activity ordered to restore to Complainant all annual leave with which he was charged because of attending and testifying at formal unit determination hearing. (Reserve Command HQ., Camp McCoy, Sparta, Wisc., 102nd Reserve Command, St. Louis, Mo., A/SLMR No. 256)

ALJ's Recommended Order remedying violation of Sec. 19(a)(1) modified by A/S so as to include specific affirmative action by the Activity to expunge any reference to the union activities of named employee, or any other employee, from personnel files or appraisal forms. (Western Division of Naval Facilities Engineering Command, San Bruno, Calif., A/SLMR No. 264)

Activity ordered to cease and desist from interfering with, restraining, or coercing any employee in the bargaining unit by denying them the right to be represented by the president of their labor organization, or any other individual designated to act as a representative of said labor organization, at any meeting or formal discussion between management and employees. (Army, Transportation Motor Pool, Fort Wainwright, Alaska, A/SLMR No. 278)

Implementation of Sec. 19(a)(1) remedial order pertaining to Agency's refusal to maintain employee witness at unit determination hearing on official time was stayed, pending final disposition of appeal before FLRC on this issue in related cases. (Army, Electronics Command, Fort Monmouth, N.J., A/SLMR No. 281)

Activity ordered to cease and desist from interfering with, restraining, or coercing employees by (1) censoring or otherwise limiting those items which employees and labor organizations wish to place on bulletin boards and in reading binders properly assigned for their use for reasons different from or inconsistent with standards published by the Federal Aviation Administration to regulate such use; (2) censoring or otherwise limiting those items which employees wish to distribute on behalf of the Complainant or any other labor organization during their nonwork time in nonwork areas of the Activity, and (3) threatening employees with discipline or loss of privileges if they fail to comply with improper limitations placed upon communications. (L.A. ATC Cntr., Cal., A/SLMR No. 283)

In view of FLRC's decision to set aside A/S findings of violation in A/SLMR Nos. 139 and 256, A/S dismissed in its entirety complaint in case A/SLMR No. 281 concerning refusal to make available on official time necessary witness at formal unit determination hearings. (Army, Electronics Command, Fort Monmouth, N.J., A/SLMR No. 320)

Activity ordered to cease and desist from taking reprisals against any of its employees who have utilized their rights under the EO to file a contractual grievance. Activity further ordered to remove or expunge any reference to warning letters issued to the employee involved from its files and submit to said employee a written acknowledgment of same. (Cal.

Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

Activity ordered to cease and desist from threatening to terminate unilaterally the dues withholding agreement between Activity and Complainant labor organization. (Army Natick Lab., Natick, Mass., A/SLMR No. 381)

Activity ordered to cease and desist from interrogating its employees as to their membership in, or activities on behalf of, Complainant labor organization or any other labor organization, and from interfering with, restricting, or coercing its employees by instructing or admonishing them to refrain from conferring with, or giving any information to, the president of the Complainant labor organization or any other union representative, concerning grievances, personnel policies and practices, or other matters affecting general working conditions. (Vandenberg AFB, Calif., A/SLMR No. 383)

Activity ordered to cease and desist from failing to notify Complainant labor organization, or any other exclusive representative, concerning changes in existing promotion policies and practices, or other matters affecting the working conditions of employees in the unit. Activity further ordered to notify Complainant labor organization, or any other exclusive representatives, of any intended changes in existing promotion policies and practices, or other matters affecting the working conditions of employees in the unit. (VA Cntr., Hampton, Va., A/SLMR No. 385)

Activity ordered to cease and desist from informing its employees that an official of Complainant labor organization, the employees' exclusive representative, in his official capacity, may not be designated as an employee's representative in making a reply to a notice of proposed adverse action. Activity further ordered to notify Complainant labor organization that it will be allowed, as the employees' exclusive representative, to represent the interests of any employee in the bargaining unit who is involved in an adverse action proceeding where there is no indication that the employee has chosen a representative other than the exclusive representative. (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

Activity ordered to cease and desist from changing the area of competition for purposes of a reduction-in-force during the pendency of an RA petition. Activity further ordered to reestablish the areas of competition to those which existed prior to the change, reevaluate all layoffs made subsequent to such date; and, should it develop that any employee was incorrectly laid off, reinstate such employee to his appropriate position and duly reimburse any loss of pay occasioned by layoff. (Bureau of Reclamation, Yuma, Ariz., A/SLMR No. 401)

45 16 08

Discrimination

Activity ordered to cease and desist from: (1) discouraging membership in Complainant labor organization by discriminatorily issuing unsatisfactory performance appraisals to employees and by discriminatorily placing employees on leave without pay status, and (2) issuing discriminatory disciplinary warnings to employees.

Activity further ordered to take affirmative action to make necessary adjustment to compensate discriminatee for pay withheld when she was discriminatorily placed on leave without pay status. (EPA, Perrine Primate Lab., Florida, A/SLMR No. 136)

45 16 12

Assisting a Labor Organization

Activity ordered to cease and desist from assisting a labor organization, which is not a party to a pending representation proceeding which raises a question concerning representation, by permitting that labor organization the use of its facilities in the same manner as permitted a labor organization which is a party to the pending representation proceeding. (DSA, DCASR, Burlingame, Cal., A/SLMR No. 247)

Activity ordered to cease and desist from assisting any labor organization, by permitting non-employee representatives of any such organizations access to its premises for the purpose of conducting an organizational campaign among its employees, at a time when such organizations are not party to a pending representation proceeding raising a question concerning representation and when the employees are represented exclusively. (Army Natick Lab., Natick, Mass., A/SLMR No. 263)

Activity ordered to cease and desist from assisting any labor organization by virtue of a supervisor's posting literature of any such labor organizations on a facility bulletin board. (Army Natick Lab., Natick, Mass., A/SLMR No. 263)

Activity ordered to cease and desist from interfering with or attempting to control the outcome of any election by endorsing a candidate for Union office, or by participating, in any like or related manner, in the internal affairs of a labor organization. Activity further ordered to direct all management officials, supervisors and representatives of management not to interfere with, or attempt to control the outcome of any election by endorsing any candidate for office or by participating, in any like or related manner, in the internal affairs of a labor organization. (Navy, Office of the Sec'y., Wash., D.C. A/SLMR No. 393)

45 16 16

Refusal to Accord Appropriate Recognition

Activity ordered to cease and desist from refusing to accord exclusive recognition to Complainant labor organization by the withdrawal of exclusive recognition and the refusal to honor and enforce the negotiated agreement with that labor organization and the dues allotment authorizations executed in its behalf.

Activity is further ordered to take the following affirmative action: (1) upon request, accord exclusive recognition to Complainant labor organization in the unit in which it had previously enjoyed recognition, and (2) commencing with the first pay period after the date of the A/S's Order, deduct regular and periodic dues from the pay of employees in the appropriate unit who have made and who may in the future make voluntary allotments, and remit the dues to the Complainant labor organization. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Retroactive checkoff of dues by the Activity is not an appropriate remedy for the Activity's improper revocation of dues, inasmuch as such remedy would impose an undue hardship on employees and, while EO provides for allotment of dues, payment of dues is still the responsibility of the employee. (Naval Air Reserve Training Unit, Memphis, Tenn., A/SLMR No. 106)

Activity ordered to cease and desist from refusing to accord exclusive recognition to Complainant labor organiza-

tion and similarly situated labor organizations, by withdrawal of exclusive recognition, refusal to honor and enforce the negotiated agreement with these labor organizations, and threatening to discontinue the dues allotments executed in their behalf. Activity further ordered, upon request, to accord exclusive recognition to Complainant labor organization in the unit in which it had previously enjoyed recognition, and honor all terms of the existing negotiated agreement. (DSA, Defense Property Disposal Off., Aberdeen, Md., A/SLMR No. 360)

45 16 20

Failure to Consult, Confer or Negotiate

Activity ordered to cease and desist from refusing to negotiate in good faith in processing grievance pursuant to provisions of agreement with exclusive representative.

Activity further ordered to take following affirmative action: Upon request, consult, confer or negotiate in good faith with exclusive representative of employees in processing grievances. (Army Schl. Training Cntr., Fort McClellan, Ala., A/SLMR No. 42)

Activity ordered to cease and desist from unilaterally changing the scheduling of the days off of its employees in violation of its agreement, or any other terms and conditions of employment without consulting, conferring or negotiating with the exclusive representative of its employees. (VA Hospital, Charleston, S.C., A/SLMR No. 87)

Activity ordered to cease and desist from unilaterally cancelling arbitration proceedings scheduled pursuant to its negotiated agreement.

Activity further ordered to reinstate the arbitration proceeding previously scheduled. (Long Beach Naval Shipyard, Calif., A/SLMR No. 154)

Activity ordered to cease and desist from refusing to sign negotiated agreement agreed to with exclusive representative, and to take the affirmative action, upon request, of signing such agreement. (HQ., Army Aviation Systems Command, Mo., A/SLMR No. 168)

Activity ordered to cease and desist from conducting formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit without giving the employees' exclusive representative the opportunity to be represented at such discussions by its own chosen representative. (Army Training Center, Infantry, Laundry Facility, Ft. Jackson, S.C., A/SLMR No. 242)

Activity ordered to notify employees' exclusive representative of, and give it the opportunity to be represented at, formal discussions between management and employees or employee representatives. (Army Training Center, Infantry, Laundry Facility, Ft. Jackson, S.C., A/SLMR No. 242; Army, Transportation Motor Pool, Fort Wainwright, Alaska, A/SLMR No. 278)

Activity ordered to cease and desist from instituting changes in time schedules for processing of cases by unit employees without consulting, conferring or negotiating with the exclusive representative of unit employees.

Activity further ordered to consult, confer or negotiate with exclusive representative with respect to changes in time schedules for processing of cases. (NLRB, Wash., D.C., A/SLMR No. 246)

Activity ordered to cease and desist from refusing to consult, confer or negotiate with the exclusive representative of the Respondent's employees.

Activity further ordered to consult, confer or negotiate with the exclusive representative. (FAA, Atlanta, Ga., A/SLMR No. 287)

Activity ordered to cease and desist from instituting a reduction-in-force action involving employees exclusively represented without notifying such representative and affording it the opportunity to meet and confer, to the extent consonant with law and regulations, on the procedures which management will observe in reaching the decision as to who will be subject to the reduction-in-force action.

Activity further ordered to notify the exclusive representative of any intended reduction-in-force action, and, upon request, meet and confer in good faith. (Bur. of Medicine & Surgery, Great Lakes Naval Hosp., Ill., A/SLMR No. 289)

Activity ordered to cease and desist from unilaterally determining the arbitrability of dispute concerning the work assignments of Electronics Mechanics and Instrument Mechanics (Electronics) pursuant to its negotiated agreement. Activity further ordered, upon request, to proceed to advisory arbitration on the dispute. (Norfolk Naval Shipyard, Va., A/SLMR No. 290)

Activity ordered to cease and desist from dealing directly with unit employees on the Youth Advisory Committee with respect to personnel policies and practices, or other matters affecting the general working conditions of employees in the unit. Activity further ordered, upon request, to consult, confer or negotiate in good faith only with the exclusive representative of its employees. (VA Hospital, Muskogee, Okla., A/SLMR No. 301)

Activity ordered to cease and desist from instituting a reassignment of employees without notifying exclusive representative, and from failing to afford such representative the opportunity to meet and confer, to the extent consonant with law and regulations, on the procedures which management will observe in reaching the decision as to who will be subject to the reassignment, and on the impact the reassignment will have on the employees adversely affected by such action. Activity further ordered to notify the exclusive representative of any intended reassignment of employees and, upon request, to meet and confer in good faith, to the extent consonant with law and regulations, on the procedures which management will observe in reaching the decision as to who will be subject to the reassignment, and on the impact the reassignment will have on the employees adversely affected by such action. (FAA, Nat'l. Aviation Facilities Experimental Cntr., Atlantic City, N.J., A/SLMR No. 329)

Activity ordered to cease and desist from unilaterally determining the grievability or arbitrability of the layer-out grievance or the supervisory assignment grievance pursuant to its negotiated agreement. Activity further ordered, upon request, to proceed to Step 3 of the negotiated grievance procedure on the layer-out grievance or the supervisory assignment grievance, and, if disputed matters remain unresolved thereafter, upon request, to proceed to advisory arbitration on the grievances. (Puget Sound Naval Shipyard, Wash., A/SLMR No. 332)

Activity ordered to cease and desist from refusing to consult or negotiate with Complainant labor organization. Activity further ordered to advise appropriate officials of

Complainant labor organization that it is willing to consult and negotiate on subjects at issue, and, upon request, engage in negotiations concerning these matters. (Bureau of Indian Affairs, Albuquerque, N.M., A/SLMR No. 341)

Activity ordered to cease and desist from unilaterally changing the scheduling of the days of its employees or any other terms and conditions of employment without consulting, conferring or negotiating with Complainant labor organization. Activity further ordered to observe and adhere to all provisions of the collective bargaining agreement between Activity and Complainant labor organization, and to consult, confer and negotiate in good faith with respect to any change in terms and conditions of employment. (Cal. Nat'l. Guard, State Military Forces, Sacramento, Cal., A/SLMR No. 348)

Activity ordered to cease and desist from: (1) unilaterally implementing its memorandum concerning grooming requirements expected to be observed by employees exclusively represented by either Complainant labor organization, or any other exclusive representative; (2) refusing to afford such representative the opportunity to meet and confer on the procedures which management will observe in effectuating its new policy with respect to the enforcement of grooming standards and on the impact such policy will have on the employees adversely affected by such action. Activity further ordered to notify Complainant labor organization, or any other exclusive representative, of any intended change in policy with respect to the enforcement of grooming standards, and, upon request, to meet and confer in good faith, on the procedures which management will observe in effectuating its new policy with respect to the enforcement of grooming standards and on the impact such policy will have on the employees adversely affected by such action. (New Mexico Air Nat'l. Guard, Santa Fe, N.M., A/SLMR No. 362)

Activity ordered to cease and desist from unilaterally soliciting a commitment, through a questionnaire, from employees represented by Complainant labor organization, or any other exclusive representative, as to whether or not they would accept reassignment or detail. Activity further ordered to notify Complainant labor organization, or any other exclusive representative, of any proposed attempt to solicit a commitment from unit employees, through a questionnaire, as to whether or not they would accept reassignment or detail and, upon request, meet and confer in good faith with such representative regarding the matters contained in said questionnaire insofar as such matters involve personnel policies and practices and affect working conditions. (Wadsworth Hospital Cntr., L.A., Cal., A/SLMR No. 388)

Activity ordered to rescind retroactively local implementation of regulation issued by higher echelon which was contrary to the term of an existing negotiated agreement. (Navy, Supervisor of Shipbuilding, Pascagoula, Miss., A/SLMR No. 390)

Activity ordered to cease and desist from refusing to sign negotiated agreement previously agreed upon and modified by mutual consent with Complainant labor organization. Activity further ordered to sign said agreement, upon request, (Joint Tactical Com. Office, (Tri-Tac), DOD, Fort Monmouth, N.J., A/SLMR No. 396)

Activity ordered to cease and desist from; (1) conducting formal discussions between management and employees or

employee representatives concerning grievances, personnel policies and practices, or other matters, affecting general working conditions without giving the Complainant labor organization the opportunity to be represented at such discussions by its own representatives and, (2) refusing to allow Complainant labor organization, the exclusive representative, to represent the interest of any employee in the bargaining unit who is involved in an adverse action proceeding where there is no indication that the employee has chosen a representative other than the exclusive representative. Activity further ordered, upon request of Complainant labor organization, to proceed with the processing of the involved employee's appeal of his letter of reprimand under the formal administrative grievance procedure as though the Grievance Examiner had not yet conducted his inquiry into the matter and to notify Complainant labor organization and give it the opportunity to be present at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit. (Naval Ordnance Station, Louisville, Ky., A/SLMR No. 400)

45 20 00 Jurisdictional Questions

Inasmuch as Activity is now subject to jurisdiction of the National Labor Relations Board and because future conduct such as that involved in the case would come within purview of the National Labor Relations Board's jurisdiction for appropriate remedial action, the Assistant Secretary found that the recommended remedial order, including posting of a notice to employees, issued by the Administrative Law Judge, would no longer effectuate the purposes of Executive Order 11491 and was, therefore, unnecessary under the present circumstances. (Anaheim Post Office, Cal., A/SLMR No. 324)

50 00 00 REMEDIAL ORDERS AGAINST LABOR ORGANIZATIONS: UNFAIR LABOR PRACTICES

50 04 00 Notification and Dissemination of Remedies

A/S ordered labor organization to post at its national and local business offices and in normal meeting places for 60 consecutive days, a prescribed Notice to All Members and Employees, signed by its present national president and board chairman. Further, to insure that all controllers are made aware of content of the Notice, PATCO-MEBA required to mail copy of signed Notice to each of its members and FAA is required to post the Notice at places where it customarily posts information to its controllers. (PATCO, A/SLMR No. 10)

50 08 00 Advice of Compliance

At such time as PATCO-MEBA believes it can meet requirements as labor organization under Sec. 2(e) of EO, but in no event sooner than expiration of 60-day posting period, it may furnish A/S specific account, in writing, of steps taken to comply with his Decision and Order, as well

as steps taken to insure future compliance with EO and the Regs. PATCO-MEBA shall serve copies of such account simultaneously upon all other parties to proceeding and furnish A/S with statement of such service. Other parties will have five days from such service to file comments with A/S. (PATCO, A/SLMR No. 10)

A/S ordered that all future showings of interest submitted by PATCO-MEBA be in form of authorization cards dated at least 10 days after the posting or the mailing of A/S notice to employees or members, whichever is later. (PATCO, A/SLMR No. 10)

Upon finding that PATCO-MEBA complied with Decision and Order in A/SLMR No. 10, and took steps to insure future compliance with EO and Regs., A/S permitted it to use procedures available to labor organizations under Sec. 2(e), as of date of his Supplemental Decision and Order. (PATCO, A/SLMR No. 51)

50 12 00 Remedies for Improper Rules, Regulations and Orders

A/S ordered labor organization to take such action as is necessary in order to bring Local constitution and by-laws into compliance with requirement that membership in said Local shall not be denied to any applicant for admission or applicant for readmission who previously resigned or removed himself from membership in said Local for any reason other than the failure to meet reasonable occupational standards uniformly required for admission, or the failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. (AFGE, Beeville, Texas, A/SLMR No. 294)

50 16 00 Remedies for Improper Conduct

50 16 04 Interference

Any individuals named in complaints related to PATCO's disqualification as labor organization under Sec. 2(e)(2) of EO may refile complaints in their own names notwithstanding the timeliness proviso of Sec. 203.2 of Regs., provided each such complaint is refiled within 30 days of its dismissal. (PATCO, A/SLMR No. 10)

A/S ordered that FAA and PATCO-MEBA be prohibited from entering into or giving effect to any dues deduction agreements during period that PATCO-MEBA is barred from utilizing procedures established under EO. This prohibition shall apply also to PATCO locals having exclusive and formal recognition granted under EO 10988. (PATCO, A/SLMR No. 10)

Labor organization ordered to post a notice to all its members that it will not refuse to accept or honor the resignation of any member submitted in accordance with its constitution or by-laws. (Local 1858, AFGE [Redstone Arsenal, Ala.], A/SLMR No. 275)

Respondent labor organization ordered to cease and desist from refusing and failing to accept or honor the resignation from membership of an employee. Respondent further ordered to honor resignation and to publish in its monthly "Bulletin" a statement indicating that involved employee was erroneously listed in previous "Bulletins" as

a suspended member when, in fact, he had effectively resigned. (Graphic Arts Int'n'l. Union, Local 4B, Wash., D.C., A/SLMR No. 359)

50 16 08 Harassment of Employee in Performance of Duties

No entries.

50 16 12 Inducing Management to Coerce an Employee

No entries.

50 16 16 Strike Activity

PATCO-MEBA lost status as labor organization within meaning of Sec. 2(e)(2) of EO because it called or engaged in strike, work stoppage, or slowdown, or condoned such activity by failing to take affirmative action to prevent or stop it. Consequently, A/S will not accept as valid any presently pending or future petitions or showings of interest filed by, or on behalf of, PATCO until such time as A/S has found it to be in compliance with his Decision and Order. All pending PATCO petitions, requests or motions to intervene, and complaints filed by, or on behalf of, PATCO, are dismissed. (PATCO, A/SLMR Nos. 10 and 51)

A/S ordered PATCO-MEBA, its officers, agents, and representatives to cease and desist from calling or engaging in any strike, work stoppage or slowdown against FAA or any other agency of Government of U.S., or from assisting or participating in any such strike, work stoppage or slowdown, or from condoning such activity by failure to take effective affirmative action to prevent or stop it. (PATCO, A/SLMR No. 10)

50 16 20 Discrimination

No entries.

50 16 24 Failure to Consult, Confer or Negotiate

No entries.

50 16 28 Denial of Membership

A/S ordered labor organization to cease and desist from: (1) giving effect to any provision or section of the Local constitution and by-laws to the extent that it requires or calls for a two-thirds vote by the members of said labor organization for admission or readmission to membership in Local, by any new applicant or any former members of said Local who has resigned, or removed himself, from membership in said Local; and (2) denying membership to an employee in said Local, for any reason other than his failure to meet reasonable occupational standards uniformly required for admission, or his failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership.

A/S further ordered labor organization to reinstate employee to membership in Local, upon application and tender of initiation fees and dues uniformly required. (AFGE, Beeville, Texas, A/SLMR No. 294)

55 00 00
STANDARDS OF CONDUCT

55 04 00
Effect on Representation and Unfair Labor Practice Cases

Alleged violations of Standards of Conduct must be processed pursuant to procedures contained in Part 204 of Regs., rather than Part 202, which deals with representation matters. (R A/S No. 9)

Complaints of violations of Standards of Conduct will not delay processing of concurrent representation case. (R A/S No. 9)

55 08 00
Procedure

55 08 04
Jurisdiction

Standards of Conduct deal with the conduct of labor organizations subject to EO and the rights of members of such organizations and are not limited to protecting members who are Federal employees. (AFGE, Dallas, Texas, A/SLMR No. 292)

Jurisdiction will be asserted over complaint by employee of Activity which is part of legislative branch alleging improper removal from position as official of labor organization, where such labor organization also represents employees of executive branch. (R A/S No. 36)

55 08 08
Bill of Rights

Complainant precluded any remedy when he voluntarily resigned from Respondent Union and expressed lack of interest in reinstatement after filing complaint alleging deprivation of members' proper and equal representation through Union's disregard and dismissal of him as committeeman in violation of Secs. 204.2(a)(1), (2) and (5) of Regs., since rights in question apply only to union members. Accordingly, A/S dismissed complaint as moot. (SEIU, Local 73, Ill., A/SLMR No. 159)

Provision in Sec. 204.54 of Regs. that member may be required to exhaust reasonable hearing procedures, not to exceed four-month lapse of time, within his labor organization before filing complaint with A/S is discretionary on part of A/S, who may accept Bill of Rights complaint even though Complainant has not exhausted labor organization hearing procedures for four months, particularly if labor organization's constitution and by-laws do not provide reasonable hearing procedures or if no useful purpose would be served by requiring four-month exhaustion of remedies. (AFGE, Wash., D.C., A/SLMR No. 164)

ARD's dismissal of complaint against labor organization alleging violation of Bill of Rights provisions of Standards of Conduct by, among other things, preventing its paid national representative from being candidate for national office, was reversed where ARD's dismissal was based on his assessment of merits of case, whereas Sec. 204.58 of Regs. provides for dismissal if ARD "determines that a reasonable basis for the complaint has not been established or that a satisfactory offer of settlement has been made . . ." A/S held that, in absence of clear precedent in similar cases under LMRDA, conclusion cannot be reached that

there is no reasonable basis for complaint in this case, and accordingly, remanded case for hearing. (R A/S No. 35)

55 08 12
Elections

Proper method for challenging restrictions on candidacy for position as delegate to national convention at which executive officers will be elected is through complaint filed under Sec. 204.63 of Regs. alleging violation of Sec. 204.29, Election of Officers. (AFGE, Wash., D.C., A/SLMR No. 164)

Certification of election, conducted under supervision of LMWP Director, pursuant to stipulation of parties, recommended by ALJ as basis for disposition of allegations of violations of Sec. 18 of EO and Sec. 204.29 of Regs., approved by A/S. (NAPFE, Wash., D.C., A/SLMR No. 238; AFGE, 10th District, A/SLMR No. 239)

55 12 00
Bill of Rights

55 12 04
Equal Rights

Right to be candidate for office in labor organization is not protected by Sec. 204.2(a)(1) of Regs., which grants labor organization members various other rights. (AFGE, Wash., D.C., A/SLMR No. 164)

Labor organization constitutional provision prohibiting paid employees from being candidates for elective office in labor organization and requiring any announcement of employee's candidacy or resignation be made at least 30 days prior to convening of any national convention does not violate any equal rights of labor organization members protected by Sec. 204.2(a)(1) of Regs. (AFGE, Wash., D.C., A/SLMR No. 164)

Neither right to be delegate nor right to participate in convention "as a delegate" is protected by Sec. 204.2(a)(1) of Regs. (AFGE, Wash., D.C., A/SLMR No. 164)

Labor organization constitutional provision prohibiting paid employees from being convention delegates does not violate Sec. 204.2(a)(1) of Regs. (AFGE, Wash., D.C., A/SLMR No. 164)

Caucuses and conventions of labor organization at which attendance, other than as spectators or visitors, and participation are restricted to properly elected delegates and alternates are not "membership meetings" within meaning of Sec. 204.2(a)(1) of Regs., which guarantees labor organization members equal rights at membership meetings. (AFGE, Wash., D.C., A/SLMR No. 164)

55 12 08
Freedom of Speech

Provision in collective bargaining agreement between labor organization and its employees which prohibits employees, some of whom are members of labor organization, from being present at caucuses and conventions during nomination and election of officers does not violate guarantees of freedom of speech and assembly for labor organization members in Sec. 204.2(a)(2) of Regs. Sec. 204.2(a)(2) provides that labor organizations may adopt and enforce reasonable rules as to responsibility of every member toward organization as institution, and this provision is such reasonable rule because

it has effect of eliminating potential conflict of interest between duty of employee-member to labor organization and his use of his position as employee to advance special interests of particular candidate or faction within labor organization. (AFGE, Wash., D.C., A/SMLR No. 164)

Directive issued by labor organization president which prohibits employees of labor organization, including those who are members of labor organization, from lobbying for or against resolutions coming before national convention or campaigning for or against any candidate for national office does not violate Sec. 204.2(a)(2) of Regs. Directive is implementation of rule which has effect of keeping employee-members from becoming involved in national Union politics to detriment of Union as whole and thus falls within the proviso to Sec. 204.2(a)(2) that freedom of speech and assembly for labor organization members granted by that section shall not impair right of labor organization to adopt and enforce reasonable rules as to responsibility of every member toward organization as institution. (AFGE, Wash., D.C., A/SLMR No. 164)

Labor organization constitutional provision prohibiting paid employees from being candidates for elective office in labor organization while remaining on payroll of labor organization and requiring that any announcement of employee's candidacy or resignation be made at least 30 days prior to convening of any national convention does not violate Sec. 204.2(a)(2) of Regs. (AFGE, Wash., D.C., A/SLMR No. 164)

Labor organization constitutional provision prohibiting paid employees from being convention delegates does not violate Sec. 204.2(a)(2) of Regs. (AFGE, Wash., D.C., A/SLMR No. 164)

Neither right to be delegate nor right to participate in convention "as a delegate" is protected by guarantees of freedom of speech and assembly for labor organization members in Sec. 204.2(a)(2) of Regs. (AFGE, Wash., D.C., A/SLMR No. 164)

55 12 12
Dues, Initiation Fees and Assessments

No entries.

55 12 16
Protection of the Right to Sue

No entries.

55 12 20
Safeguards against Improper Disciplinary Action

An individual who was erroneously admitted to membership in local labor organization and did not meet the qualifications for membership in the local or national constitution was not a "member" within the meaning of that term as used in Standards of Conduct and was not entitled to the protection of Sec. 204.2(a)(5) of Regs. before his name was removed from labor organization's membership rolls. (AFGE, Dallas, Texas, A/SLMR No. 292)

60 00 00
GRIEVABILITY AND ARBITRABILITY

60 04 00
13(a)

No entries.

60 08 00
13(b)

No entries.

60 12 00
13(c)

No entries.

60 16 00
13(d)

Otherwise applicable provision of the Order contained in Sec. 13(d) as implemented by Part 205 of the Regs., was inoperative as negotiated agreement involved was entered into prior to November 24, 1971. (Norfolk Naval Shipyard, Va., A/SLMR No. 290)

60 20 00
13(e)

No entries.

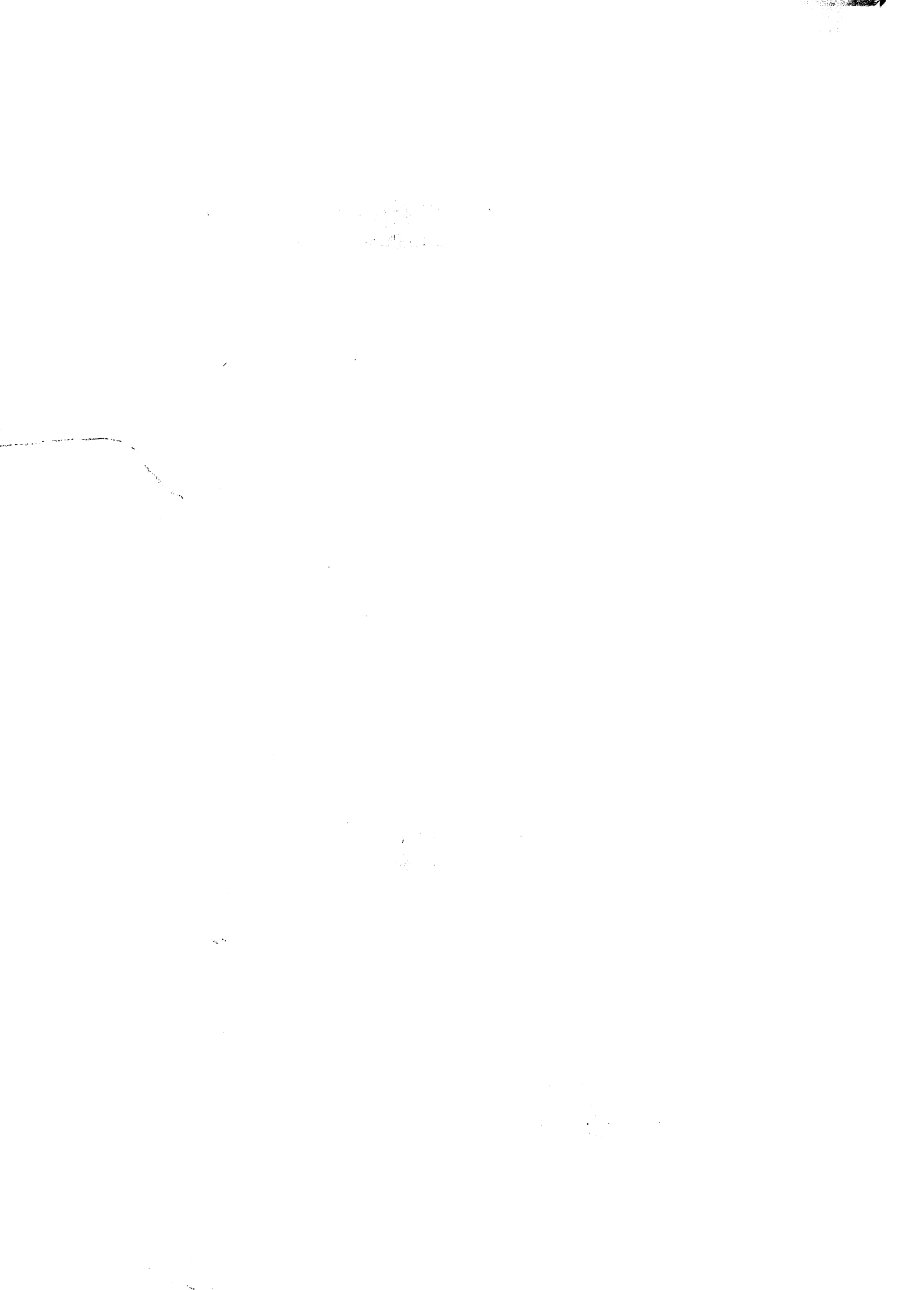


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² During the period covered by this Supplement, where the FLRC modified or remanded as A/S decision, the case number of the original A/S decision (A/SLMR No., or, in the event of an unpublished Request for Review action, the Area Office (AO) case number) is enclosed in parentheses, followed by the FLRC No. and by the A/SLMR No. of any subsequent A/S decision.

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1. Charleston Naval Shipyard (11-3-70)	05 24 00; 30 04 00; 35 04 04; 35 08 08; 35 08 12; 45 04 00; 45 08 00; 45 16 04
2. Portsmouth Naval Shipyard, Apprentice Training School (12-23-70)	20 04 04
3. The Veterans Administration Hospital, Augusta (12-29-70)	
4. Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Atlanta, Georgia (1-15-71)	20 04 04; 20 12 60
5. United States Army Engineer Division, New England (1-15-71)	20 12 08; 20 12 20; 20 24 12; 25 04 04
6. Department of the Navy, Naval Air Station, Alameda, California (1-15-71)	20 04 08; 20 16 16; 20 16 20; 25 04 08
7. United States Army Corps of Engineers, Mobile District (1-15-71)	10 24 12; 20 12 60; 20 16 08
8. United States Naval Construction Battalion Center (1-15-71)	20 04 04; 20 16 04
9. Pennsylvania National Guard (Hunt Armory) (1-25-71)	20 08 12; 20 12 60
10. Professional Air Traffic Controllers Organization, Inc. (1-29-71)	05 04 00; 40 04 00; 40 08 00; 40 20 00; 50 04 00; 50 08 00; 50 16 04; 50 16 16
11. Defense Supply Agency, Defense General Supply Center, Richmond, Virginia (2-5-71)	20 04 04
12. United States Department of the Air Force, 910th Tactical Air Support Group (AFRES), Youngstown Municipal Airport, Vienna, Ohio (2-12-71)	
13. U.S. Soldiers' Home, Washington, D.C. (2-22-71)	
14. Minnesota Army National Guard (2-22-71)	20 08 12; 20 24 12
15. Federal Aviation Administration, National Aviation Facilities Experimental Center (NAFEC), Atlantic City, New Jersey (3-3-71)	20 04 12; 20 12 32; 20 12 44; 20 12 52
16. Internal Revenue Service, New Orleans District (3-18-71)	20 12 02; 20 12 40

¹ Listing includes all Sections involved except Section 20 20 00, "Employee Categories and Classifications," in which entries are listed alphabetically. In this connection, it should be noted that those decisions which reflect no digest entries are, in fact, digested under Section 20 20 00.

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18. Boston Naval Shipyard, Navy Department (3-30-71)	20 16 04
19. United States Department of the Army, United States Army Corps of Engineers (3-30-71)	20 04 04
20. Mississippi National Guard, 172nd Military Airlift Group (Thompson Field) and Mississippi National Guard (Camp Shelby) (4-2-71)	05 08 00; 15 28 00
21. Veterans Administration Hospital, Brockton, Massachusetts (4-2-71)	10 32 00; 15 20 00
22. Veterans Administration, Veterans Administration Hospital, Lexington, Kentucky (4-5-71)	20 04 04; 20 12 08
23. Defense Supply Agency, Defense Contract Administration Services Region, Atlanta, Defense Contract Administration Services District, Birmingham (4-7-71)	20 04 04; 20 04 08; 20 04 12
24. Department of the Navy, Navy Exchange, Mayport, Florida (4-21-71)	
25. Army and Air Force Exchange Service, White Sands Missile Range Exchange, White Sands Missile Range, New Mexico (4-21-71)	20 04 16
26. Southern California Exchange Region, Army and Air Force Exchange Service, Norton Air Force Base, San Bernardino, California (4-21-71)	
27. United States Army Training Center and Fort Leonard Wood at Fort Leonard Wood, Missouri, Nonappropriated Fund Branch, Directorate of Personnel and Community Activities, Building 344, Fort Leonard Wood, Missouri (4-21-71)	
28. Nonappropriated Fund (NAF), Fiscal Control Office, ACX-N, Elmendorf Air Force Base, Alaska (4-21-71)	20 04 16
29. Army and Air Force Exchange Service, MacDill Air Force Base Consolidated Exchange (4-21-71)	05 28 00; 15 24 00; 20 04 16; 20 12 56
30. United States Department of the Navy, United States Naval Weapons Station, Yorktown, Virginia (4-22-71)	
31. Norfolk Naval Shipyard (4-26-71)	25 08 04; 25 08 12; 25 08 16; 25 08 20; 25 08 24
32. Alaskan Exchange System, Southern District and Headquarters, Elmendorf Air Force Base and Fort Richardson, Anchorage, Alaska (4-30-71)	20 04 16; 20 24 08; 25 08 16
33. Alaskan Exchange System, Base Exchange, Fort Greely, Alaska (5-4-71)	20 04 16
34. Defense Supply Agency, DCASR Boston-Quality Assurance (5-7-71)	10 16 00; 15 28 00
35. First U.S. Army, 83rd Army Reserve Command (ARCOM), U.S. Army Support Facility (Fort Hayes), Columbus, Ohio (5-10-71)	20 12 08
36. United States Army Special Services, Central Post Fund, Fort Benning, Georgia, and United States Army, BOQ Billing Fund, Fort Benning, Georgia (5-10-71)	20 04 04; 20 12 64

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37. Department of Defense, National Guard Bureau, Florida Army National Guard, and Florida Air National Guard, 125th Fighter Group (5-11-71)	20 08 12
38. Veterans Administration, Regional Office, Newark, New Jersey (5-11-71)	25 08 08; 25 12 08
39. General Services Administration, Public Building Services, San Francisco, California (5-11-71)	20 24 12
40. Department of the Army, Picatinny Arsenal, Dover, New Jersey (5-14-71)	20 04 04; 20 04 08; 20 04 12; 20 12 60
41. Department of the Army, Picatinny Arsenal, Dover, New Jersey (5-14-71)	20 04 04; 20 04 08; 20 04 12; 20 12 12
42. United States Army School/Training Center, Fort McClellan, Alabama (5-14-71)	30 20 00; 35 08 04; 35 24 00; 35 28 08; 35 28 28; 35 28 32; 45 16 04; 45 16 20
43. Army and Air Force Exchange Service, Aberdeen-Edgewood Exchange (5-20-71)	15 20 00
44. Adjutant General Department, State of Ohio, Air National Guard, and National Guard Bureau Adjutant General Department, State of Ohio, 179th Tactical Fighter Group (5-20-71)	20 04 04; 20 08 12; 20 12 60
45. Treasury Department, United States Mint, Philadelphia, Pennsylvania (5-20-71)	10 20 00; 10 24 12; 10 32 00; 20 04 04
46. National Aeronautics and Space Administration (6-10-71)	15 08 04; 20 04 04; 20 04 08; 20 04 12; 20 12 64
47. California Army National Guard 1st Battalion, 250th Artillery Air Defense (6-1-71)	30 24 00; 35 08 08; 35 12 00
48. United States Department of Agriculture, Soil Conservation Service (6-1-71)	
49. Department of the Navy, Naval Air Rework Facility, Alameda, California (6-2-71)	20 04 04; 20 12 64
50. District of New Jersey, Delaware and Maryland, Farmers Home Administration, Department of Agriculture (5-27-71)	
51. Professional Air Traffic Controllers Organization, Inc. (6-4-71)	50 08 00
52. Internal Revenue Service, Indianapolis District (6-7-71)	20 12 40
53. Department of Defense, Arkansas National Guard (6-8-71)	35 08 04; 45 16 04
54. Army and Air Force Exchange Service, New England Exchange Region, Westover Air Force Base, Chicopee, Massachusetts (6-8-71)	
55. National Center for Mental Health Services, Training and Research (6-10-71)	10 24 12
56. Army Materiel Command, Army Tank Automotive Command, Warren, Michigan (6-15-71)	25 08 08; 25 08 12; 25 08 20
57. Internal Revenue Service, Office of the Regional Commissioner, Western Region (6-15-71)	20 12 28; 20 12 44
58. United States Department of Agriculture, Black Hills National Forest and Box Elder Civilian Conservation Center (6-16-71)	15 12 00; 20 04 04; 20 12 08

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59. U.S. Navy Department, Naval Air Rework Facility, Jacksonville, Florida (6-18-71)	20 04 04; 20 04 08; 20 04 12; 20 12 64
60. Veterans Administration, Veterans Administration Hospital, Buffalo, New York (6-18-71)	20 04 04; 20 04 08; 20 04 12; 20 12 64
61. Department of the Navy, Naval Air Rework Facility, Naval Air Station, Alameda, California (6-23-71)	15 16 00; 15 24 00; 20 04 04; 20 04 08; 20 04 12; 20 12 64
62. Hunters Point Naval Shipyard, Department of the Navy, San Francisco, California (6-24-71)	20 16 04
63. U.S. Department of the Army, Rock Island Arsenal, Rock Island, Illinois (6-24-71)	20 16 04
64. Defense Supply Agency (DSA), Defense Electronics Supply Center (DESC), Dayton, Ohio (6-25-71)	20 04 04; 20 04 08; 20 04 12; 20 12 12
65. United States Treasury Department, Bureau of Customs, Region V, New Orleans, Louisiana (6-29-71)	05 08 00; 10 28 00; 20 04 04; 20 12 64
66. General Services Administration, Federal Supply Services, Raritan Depot, Edison, New Jersey (6-29-71)	10 24 12; 20 04 08; 20 16 04
67. Alabama Air National Guard (6-30-71)	20 04 04; 20 04 08; 20 04 12
68. Veterans Administration Center, Wood, Wisconsin (6-30-71)	20 04 04; 20 04 08; 20 04 12
69. Virginia National Guard Headquarters, 4th Battalion, 111th Artillery (6-30-71)	15 12 00; 20 04 16
70. Department of Health, Education and Welfare, Social Security Administration, District Office, Albany, New York (7-1-71)	10 04 12
71. Social Security Administration, Morristown, Tennessee Branch Office (7-1-71)	20 04 04; 20 04 08; 20 04 12
72. Department of Health, Education, and Welfare, Office of the Secretary, Data Management Center (7-2-71)	20 12 08; 20 12 32
73. United States Department of the Navy, Naval Air Station and Naval Air Test Center, Patuxent River, Maryland (7-2-71)	20 04 04; 20 16 04
74. Department of Defense, National Guard Bureau, Adjutant General, State of Georgia (7-12-71)	20 08 12; 20 24 04; 20 24 12
75. Department of the Navy, Naval Air Rework Facility, Naval Air Station, Jacksonville, Florida (7-12-71)	20 04 04; 20 04 12; 20 12 64
76. Department of Health, Education, and Welfare, Center for Disease Control, Atlanta, Georgia (7-12-71)	15 28 00
77. Department of the Army, Military Ocean Terminal, Bayonne, New Jersey (7-16-71)	15 04 00; 15 08 04; 20 12 08; 20 24 12
78. Commander Service Force, U.S. Atlantic Fleet (7-19-71)	20 12 64
79. Bay Area Exchange (7-20-71)	20 04 04; 20 04 08; 20 04 12
80. U.S. Army Engineer District, Philadelphia, Corps of Engineers (7-21-71)	10 24 12; 15 16 00
81. Veterans Administration, Veterans Administration Hospital, Downey, Illinois (7-21-71)	05 32 00; 25 08 08

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82. United States Public Health Service Hospital, Department of Health, Education, and Welfare (7-22-71)	20 04 04 ; 20 04 08; 20 04 12
83. Department of the Army, U.S. Army Electronics Command, Fort Monmouth, New Jersey (7-22-71)	10 28 00; 20 04 04; 20 04 16; 20 24 12
84. Veterans Administration Center, Togus, Maine (7-22-71)	20 16 04
85. The Veterans Administration Hospital, Hines, Illinois (7-26-71)	20 16 04
86. Department of the Army, Sacramento Army Depot, Sacramento, California (7-27-71)	15 28 00
87. Veterans Administration Hospital, Charleston, South Carolina (8-3-71)	30 04 00; 30 16 00; 35 08 04; 35 28 08; 35 28 28; 45 16 04; 45 16 20
88. U.S. Department of Agriculture, Region Forester Office, Forest Services, Region 3, Forest Services, Region 3, Santa Fe National Forest, Santa Fe, New Mexico (8-4-71)	20 12 08; 20 16 12
89. Veterans Administration Center, Mountain Home, Tennessee (8-9-71)	10 24 12; 20 16 04
90. Department of the Army, U.S. Army Engineer District, Philadelphia, Pennsylvania (8-10-71)	20 12 32
91. Federal Aviation Administration, Bureau of National Capital Airports (8-10-71)	20 04 16
92. Veterans Administration Hospital, East Orange, New Jersey (8-19-71)	20 16 04; 20 16 08
93. U.S. Coast Guard, Second Coast Guard District (8-20-71)	20 04 04; 20 12 48; 20 12 56; 20 12 60; 20 24 04
94. Department of Transportation, Federal Aviation Administration, Airway Facilities Division, Eastern Region (8-20-71)	10 28 00; 20 16 16
95. Volunteers In Service To America (Vista) (8-30-71)	
96. Veterans Administration Hospital, Buffalo, New York (8-30-71)	
97. Defense Supply Agency, DCASR Boston-Quality Assurance (8-31-71)	20 04 08
98. Department of Transportation, Federal Highway Administration, Region 2 and Bureau of Motor Car Safety (9-30-71)	10 08 00; 20 08 08; 20 12 28
99. Department of Interior, Bureau of Indian Affairs, Navajo Area, Gallup, New Mexico (10-19-71)	10 12 00; 10 16 00; 10 24 04; 10 24 08; 10 28 00; 20 12 08
100. General Services Administration, Memphis, Tennessee (10-19-71)	25 04 08; 25 12 08
101. Illinois Air National Guard Technicians, O'Hare International Airport, Chicago, Illinois (10-26-71)	15 28 00
102. Department of Health, Education, and Welfare, Health Services & Mental Health Administration, National Center for Mental Health Services, Training and Research, St. Elizabeth's Hospital (10-28-71)	20 16 16; 20 24 04; 20 24 12

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103. Veterans Administration, Veterans Administration Hospital, Butler, Pennsylvania (10-29-71)	10 16 00; 10 24 04
104. Veterans Administration Hospital, Leech Farm Road, Pittsburgh, Pennsylvania (10-29-71)	10 24 12
105. Illinois Air National Guard, 182nd Tactical Air Support Group (10-29-71)	20 04 16; 25 12 04; 25 16 00; 25 20 00
106. United States Department of Defense, Department of the Navy, Naval Air Reserve Training Unit, Memphis, Tennessee (11-3-71)	30 16 00; 35 08 04; 35 24 00; 35 28 12; 35 28 28; 45 16 04; 45 16 16
107. Defense Supply Agency, Defense Depot, Memphis, Tennessee (11-19-71)	20 16 04; 20 24 08
108. Department of Health, Education, and Welfare (HEW), Health Services and Mental Health Administration (HSMHA), Maternal and Child Health Services (11-22-71)	15 28 00
109. General Services Administration, Transportation and Communications Services, Atlanta, Georgia (11-22-71)	20 04 04; 20 12 64
110. U.S. Department of Defense, DOD Overseas Dependent Schools (11-29-71)	10 24 12; 10 28 00; 20 12 60
111. Portland Area Office, Department of Housing and Urban Development (11-30-71)	15 28 00; 20 04 16
112. Defense Supply Agency, Defense Contract Administration Services Region (DCASR) San Francisco (11-20-71)	15 08 04; 20 04 04; 20 04 08; 20 04 12; 20 08 08; 20 08 12; 20 12 40
113. Department of the Army, Army Materiel Command, Automated Logistics Management Systems Agency (12-8-71)	25 12 04
114. Department of the Interior, National Park Service, National Capital Parks (12-9-71)	20 04 04; 20 04 08; 20 04 12
115. U.S. Army Corps of Engineers, St. Louis District, St. Louis, Missouri (12-13-71)	20 04 04; 20 04 08; 20 04 12
116. U.S. Department of Agriculture, Forest Service, Schenck Civilian Conservation Center, North Carolina (12-16-71)	15 16 00; 15 28 00; 20 04 04; 20 12 08; 20 24 04; 20 24 08
117. Department of Transportation, Federal Aviation Administration Aeronautical Center (12-17-71)	15 12 00; 30 04 00; 30 24 00; 35 08 04; 35 08 12; 45 12 00; 45 16 04
118. Department of the Army, Headquarters, Camp McCoy, Wisconsin St. Louis Metropolitan Area, St. Louis, Missouri (12-21-71)	15 28 00
119. United States Air Force, 6486th Air Base Wing, Hickam Air Field, Hawaii (12-22-71)	20 04 04; 20 12 60
120. United States Department of Agriculture, Northern Marketing and Nutrition Research Division, Peoria, Illinois (12-23-71)	05 04 00; 25 12 04
121. New Jersey Department of Defense (12-27-71)	25 20 00
122. Federal Aviation Administration, Department of Transportation (12-27-71)	10 24 00; 20 04 04; 20 08 08; 20 12 60

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123. Mississippi National Guard, 172nd Military Airlift Group (Thompson Field) and Mississippi National Guard (Camp Shelby) (1-13-72)	20 04 04; 20 12 60; 20 12 64
124. United States Air Force, Department of Defense, Non-Appropriated Fund Activities, 4756th Air Base Group, Tyndall Air Force Base, Florida (1-13-72)	20 04 08; 20 04 12
125. NASA Management Audit Office (1-24-72)	05 08 00; 15 12 00
126. Department of Transportation, Federal Aviation Administration, Houston Area Office — Southwest Region, Houston, Texas (1-24-72)	30 12 08; 35 12 00
127. Naval Underwater Systems Center, Newport Laboratory, Newport, Rhode Island (1-25-72)	10 24 12
128. Department of the Navy, United States Naval Weapons Center, China Lake, California (1-28-72)	25 20 00
129. Department of the Navy, Mare Island Naval Shipyard, Vallejo, California (1-28-72)	25 20 00
130. United States Naval Air Station, Moffett Field, California (1-31-72)	20 16 04
131. United States Department of Defense, United States Army, United States Material Command, Red River Army Depot (1-31-72)	20 04 04; 20 04 08; 20 12 64; 20 24 04; 20 24 12
132. Department of Health, Education, and Welfare, Center for Disease Control, Atlanta, Georgia (2-9-72)	20 04 12; 20 16 20
133. Department of the Army, United States Military Academy, West Point, New York (2-28-72)	15 12 00; 15 24 00; 20 16 04
134. Department of the Air Force, McConnell Air Force Base, Kansas (2-28-72)	05 04 00; 25 20 00
135. Department of the Air Force, Arnold Engineering Development Center, Air Force Systems Command, Arnold Air Force Station, Tennessee (2-28-72)	05 04 00; 10 32 00
136. Environmental Protection Agency, Perrine Primate Laboratory (2-29-72)	30 08 00; 30 16 00; 35 08 04; 35 12 00; 45 16 08
137. United States Department of Agriculture, Agricultural Stabilization and Conservation Service (2-29-72)	25 08 28
138. Department of the Army Directorate, United States Dependent Schools, European Area (USDESEA), APO, New York (2-29-72)	30 12 08; 30 28 00; 35 24 00; 35 28 08
139. Department of the Navy and the U.S. Naval Weapons Station (3-6-72)	05 36 00; 15 20 00; 30 08 00; 30 12 12; 35 08 04; 35 12 00; 35 20 00; 45 04 00; 45 12 00; 45 16 04
140. Department of the Navy, Naval Training Device Center, Procurement Services Office, Orlando, Florida (3-20-72)	20 04 04; 20 12 12
141. Internal Revenue Service, National Office, Office of International Operations (3-20-72)	20 04 04; 20 12 32
142. Social Security Administration, Bureau of Hearings and Appeals (3-21-72)	05 04 00

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143. U.S. Department of the Interior, Pacific Coast Region, Geological Survey Center, Menlo Park, California (3-21-72)	25 08 16
144. Army and Air Force Exchange Service, Keesler Consolidated Exchange (3-28-72)	35 28 08; 35 28 20; 35 28 24; 40 08 00; 40 28 00
145. Department of the Interior, United States Park Police, National Capital Parks (3-29-72)	20 04 04
146. General Services Administration, Region 10, Interagency Motor Pool No. 2, Portland, Oregon (3-29-72)	10 12 00; 10 24 12; 20 04 08; 20 04 12; 20 16 08; 20 16 16; 20 24 04; 20 24 12
147. California Air National Guard Headquarters, 146th Tactical Airlift Wing, Van Nuys, California (4-25-72)	15 28 00
148. U.S. Army School/Training Center, Fort Gordon, Georgia (4-25-72)	30 28 00; 35 28 08
149. United States Department of the Air Force, 434th S.O.W., Air Force Reserve, Grissom Air Force Base, Peru, Indiana (4-27-72)	20 16 08
150. Department of the Navy, Naval Air Station, Corpus Christi, Texas (4-27-72)	10 24 12; 20 16 04
151. National Weather Service, Central Region (4-28-72)	20 04 08; 20 04 12; 20 04 16; 20 08 08; 20 12 28
152. Treasury Department, Bureau of Customs, Region IV (4-28-72)	10 24 12; 15 08 00; 20 16 16; 20 24 08
153. Portland Area Office, Department of Housing and Urban Development (5-9-72)	20 12 36
154. Long Beach Naval Shipyard (4-28-72)	30 12 16; 35 08 04; 35 12 00; 35 24 00; 35 28 08; 45 16 20
155. Department of the Navy, Naval Air Rework Facility, Jacksonville, Florida (5-8-72)	30 28 00; 35 08 04; 35 16 00
156. Department of Agriculture, Forest Service, Sierra National Forest (5-9-72)	20 04 04; 20 04 08; 20 04 12; 20 12 60
157. U.S. Army Transportation Center, Fort Eustis, Virginia (5-11-72)	25 08 28
158. Department of the Navy, Naval Air Rework Facility, NAS, Alameda, California (5-11-72)	20 04 04; 20 04 08; 20 04 12; 20 12 64
159. General Service Employees Union, Local No. 73, Affiliated With Service Employees International Union, AFL-CIO (5-17-72)	55 08 08
160. Headquarters, U.S. Army Aviation Systems Command, St. Louis, Missouri (5-18-72)	10 04 08; 10 04 16; 10 04 20
161. United States Department of the Treasury, Office of Regional Counsel, Western Region (5-18-72)	05 08 00; 10 32 00; 20 12 28
162. St. Louis Region, United States Civil Service Commission, St. Louis, Missouri (5-23-72)	05 08 00; 10 32 00; 15 24 00; 20 12 28
163. Department of the Army, Medical Department Activity, Fort Huachuca, Fort Huachuca, Arizona (5-31-72)	15 28 00

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164. The American Federation of Government Employees, AFL-CIO, John F. Griner, National President (5-31-72)	55 08 08; 55 08 12; 55 12 04; 55 12 08
165. Headquarters & Installation Support Activity (AVSCOM) (6-23-72)	20 12 60
166. Department of the Army, Headquarters, Camp McCoy, Wisconsin, St. Louis Metropolitan Area, St. Louis, Missouri (6-23-72)	20 04 04; 20 04 08 20 04 12; 20 12 64
167. Army and Air Force Exchange Service, Fort Huachuca Exchange Service, Fort Huachuca, Arizona (6-26-72)	20 04 16; 20 12 08
168. Headquarters, United States Army Aviation Systems Command (6-27-72)	30 20 00; 30 28 00 35 28 20; 45 16 20
169. Department of the Treasury, Bureau of Customs, Boston, Massachusetts (6-26-72)	25 08 08; 25 08 16
170. Department of the Interior, Bureau of Land Management, Riverside District and Land Office (6-26-72)	05 04 00; 20 12 08
171. Statute of Liberty National Monument, National Park Service, Liberty Island, New York (7-13-72)	20 12 64
172. U.S. Department of Agriculture, Agricultural Marketing Service, Grain Division, Grain Inspection Branch, Commodity Inspection Branch, Market News Branch, and Seed Branch, Northern Regional Office, Minneapolis Field Office (7-13-72)	15 28 00
173. Federal Aviation Administration, Department of Transportation (7-20-72)	05 04 00; 05 08 00; 10 24 04; 10 24 08; 10 24 12; 10 44 00; 20 12 44; 25 04 08
174. Army and Air Force Exchange Service, Fort Bliss Area Exchange Fort Bliss, Texas (7-27-72)	15 28 00
175. United States Civil Service Commission San Francisco Region (7-28-72)	20 12 32; 20 12 64
176. General Services Administration, Region 7 (7-28-72)	20 04 08; 20 12 56
177. Department of the Army, Military Ocean Terminal, Bayonne, New Jersey (7-28-72)	10 20 00; 25 08 08; 25 08 12; 25 08 20
178. Anchorage International/Lake Hood Tower, Federal Aviation Administration, U.S. Department of Transportation (7-28-72)	10 24 12
179. Army and Air Force Exchange Service, Altus Air Force Base Exchange (7-28-72)	20 12 60
180. Navy Exchange, U.S. Naval Air Station, Quonset Point, Rhode Island (7-28-72)	30 16 00; 35 28 08
181. Naval Weapons Station, Yorktown, Virginia (7-28-72)	20 12 08
182. Adjutant General, State of Georgia, Air Technician Detachment at Dobbins Air Force Base, Georgia, and Travis Field, Savannah, Georgia (8-3-72)	30 16 00; 35 28 08
183. Department of the Army, Headquarters, U.S. Army Training Center Engineer, Fort Leonard Wood, Missouri (8-3-72)	15 12 00; 20 24 08

NUMERICAL LISTING OF CASES

<i>A/SLMR No., Case Name and Date Issued</i>	<i>Section(s) of Digest Involved¹</i>
184. Federal Aviation Administration, New York Air Route Traffic Control Center (8-4-72)	25 08 16; 25 08 20
185. The Department of the Treasury, U.S. Savings Bonds Division (8-7-72)	05 04 00; 20 04 16
186. Internal Revenue Service, Birmingham District (8-9-72)	05 08 00; 20 12 40
187. U.S. Department of the Army, Red River Army Depot, Lone Star Army Ammunition Plant, Texarkana, Texas (8-24-72)	20 12 08; 20 12 64; 20 24 04; 20 24 12
188. United States Army Infantry Center, Non-Appropriated Fund Activity, Fort Benning, Georgia (8-24-72)	20 24 08
189. U.S. Department of Agriculture, Richard B. Russell Research Center (8-24-72)	20 04 04; 20 04 08
190. Army and Air Force Exchange Service, Golden Gate Exchange Region, Storage and Distribution Branch, Norton Air Force Base, California (8-24-72)	10 04 16; 25 24 00
191. Army and Air Force Exchange Service, Norton Air Force Base Exchange, Norton Air Force Base, California (8-24-72)	20 12 60
192. Department of Health, Education, and Welfare (HEW), Health Services and Mental Health Administration (HSMHA), Maternal and Child Health Services and Federal Health Programs Service (8-24-72)	05 08 00; 20 12 60
193. Department of Transportation, National Highway Traffic Safety Administration (8-24-72)	20 04 16; 20 24 08
194. Federal Aviation Administration, Jacksonville Air Route Traffic Control Center and Federal Aviation Science and Technological Association, National Association of Government Employees. Local R5-20 (8-24-72)	35 08 04; 35 16 00; 40 08 00
195. Army and Air Force Exchange Service, Dix-McGuire Consolidated Exchange, Fort Dix, New Jersey (8-24-72)	05 20 00; 10 04 16; 10 04 20; 10 24 08; 20 16 08; 25 20 00; 25 24 00
196. National Oceanic and Atmospheric Administration, Communications Operating Branch (8-31-72)	20 12 44
197. Department of Justice, United States Marshal's Office, Northern District of Illinois (8-31-72)	
198. Department of Justice, United States Marshal's Office, Northern District of Georgia (8-31-72)	20 12 40
199. Army and Air Force Exchange Service, Alamo Exchange Region, Fort Sam Houston, Texas (9-1-72)	10 04 20; 25 20 00
200. Bethel Agency, Bureau of Indian Affairs, U.S. Department of Interior, Bethel, Alaska (9-25-72)	15 08 08; 20 04 12
201. U.S. Naval Air Station, Quonset Point, Rhode Island (9-25-72)	20 16 04
202. U.S. Department of Housing and Urban Development, Indianapolis, Indiana Area Office (9-25-72)	10 04 08; 20 16 28

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<i>A/SLMR No., Case Name and Date Issued</i>	<i>Section(s) of Digest Involved¹</i>
203. U.S. Department of the Army, Picatinny Arsenal, Dover, New Jersey (9-25-72)	20 12 56
204. U.S. Department of Interior, Bureau of Reclamation-Region 4, Weber Basin Job Corps Civilian Conservation Center, Ogden, Utah (9-25-72)	05 04 00; 20 12 60
205. Department of Agriculture, Farmers Home Administration, Nashville, Tennessee (9-25-72)	05 04 00
206. Department of the Army, U.S. Army Engineer District, Mobile, Alabama (9-26-72)	05 28 00; 10 24 08; 10 24 12; 10 28 00; 20 12 40; 25 04 08
207. ACTION (9-26-72)	20 04 08; 20 04 12; 20 12 08
208. Army and Air Force Exchange Service, Alaskan Exchange System, Southern District and Headquarters, Elmendorf Air Force Base and Fort Richardson, Anchorage, Alaska (9-29-72)	
209. Housing Division, Directorate of Industrial Operations, Headquarters 9th Infantry Division and Fort Lewis, Fort Lewis, Washington (9-29-72)	20 04 08; 20 12 32
210. United States Customs Service, Region IX, Chicago, Illinois (9-29-72)	15 20 00; 20 12 28
211. U.S. Department of Defense, Department of the Army, Army Materiel Command, Automated Logistics Management Systems Agency (10-30-72)	30 04 00; 30 20 00; 35 28 08;
212. Department of Interior, Bureau of Land Management, District Office, Lakeview, Oregon (10-30-72)	10 16 00; 15 28 00; 20 04 04; 20 12 08; 20 16 12;
213. Department of the Army, Defense Language Institute, East Coast Branch (10-30-72)	25 20 00
214. Internal Revenue Service, Office of the District Director, Jacksonville District, Jacksonville, Florida (10-30-72)	35 04 04; 35 28 00
215. U.S. Naval Rework Facility, Quonset Point Naval Air Station, Quonset Point, Rhode Island (10-30-72)	20 16 04
216. United States Army Electronics Command, Fort Monmouth, New Jersey (10-31-72)	10 16 00; 20 12 12
217. Department of Treasury, Division of Disbursement, Birmingham, Alabama (10-31-72)	25 20 00
218. Army and Air Force Exchange Service, Vandenberg Air Force Base Exchange, Vandenberg Air Force Base, California (11-22-72)	
219. Army and Air Force Exchange Service, Richards-Gebaur Consolidated Exchange, Richards-Gebaur Air Force Base, Missouri, [Whiteman Air Force Base Exchange, Knob Noster, Missouri] (11-22-72)	
220. General Services Administration, Region 2, New York, New York (11-30-72)	10 24 12
221. 926th Tactical Airlift Group, U.S. Air Force Reserve, Naval Air Station, Belle Chasse, Louisiana (11-30-72)	05 04 00; 20 12 08
222. National Ocean Survey, Pacific Marine Center and Atlantic Marine Center (11-30-72)	10 32 00

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223. NASA, Kennedy Space Center, Kennedy Space Center, Florida (12-4-72)	30 28 00; 35 04 08; 35 28 08
224. United States Army Safeguard Logistics Command, Huntsville, Alabama, United States Army Safeguard Systems Command, Huntsville, Alabama (12-4-72)	20 04 16; 25 04 04
225. Illinois Air National Guard, 182nd Tactical Air Support Group (12-14-72)	25 16 00
226. United States Air Force, Non-Appropriated Fund Activities, Tyndall Air Force Base, Florida (12-15-72)	05 28 00; 20 24 08
227. United States Department of Agriculture, Forest Service, Francis Marion and Sumter National Forests, South Carolina (12-18-72)	
228. Savanna Army Depot, and AMC Ammunition Center, Savanna, Illinois (12-18-72)	05 20 00; 10 24 12; 15 12 00; 15 28 00
229. United States Department of Commerce, Economic Development Administration, Southeastern Regional Office (12-18-72)	10 24 12; 10 28 00; 20 12 20
230. Department of Transportation, Federal Aviation Administration, Airway Facilities Sector, Fort Worth, Texas (12-18-72)	10 40 00; 15 28 00
231. Federal Aviation Administration, Jacksonville Air Route Traffic Control Center (12-18-72)	10 28 00; 20 12 64
232. Federal Aviation Administration, Richmond Air Traffic Control Tower (Byrd Tower), Roanoke Air Traffic Control Tower, and Washington Air Route Traffic Control Center (12-18-72)	10 28 00
233. Federal Aviation Administration, Minneapolis Air Route Traffic Control Center, Farmington, Minnesota (12-18-72)	10 28 00
234. Federal Aviation Administration, Southern Region, Miami Air Route Traffic Control Center and Miami Airport Traffic Control Tower (12-18-72)	10 28 00; 20 16 04
235. U.S. Department of the Air Force, Holloman Air Force Base, Alamogordo, New Mexico (1-2-73)	10 24 12
236. Army and Air Force Exchange Service, Fort Bliss Post Exchange, El Paso, Texas (1-2-73)	20 04 04; 20 12 48
237. The Department of the Treasury, U.S. Savings Bonds Division, Wisconsin State Office, Milwaukee, Wisconsin (1-3-73)	20 04 04
238. National Alliance of Postal and Federal Employees, and Director, Office of Labor- Management and Welfare-Pension Reports, United States Department of Labor (1-3-73)	55 08 12
239. American Federation of Government Employees, AFL-CIO, and Director, Office of Labor-Management and Welfare-Pension Reports, United States Department of Labor (1-3-73)	55 08 12
240. Veterans Administration and American Nurses Association (1-15-73)	10 16 00; 10 24 12; 10 28 00
241. Portsmouth Naval Shipyard, Portsmouth, New Hampshire (1-16-73)	25 08 16
242. U.S. Army Headquarters, U.S. Army Training Center, Infantry, Fort Jackson Laundry Facility, Fort Jackson, South Carolina (1-17-73)	35 08 04; 35 28 16; 45 08 00; 45 16 04; 45 16 20
243. Department of the Army, United States Army Base Command, Okinawa (1-22-73)	05 04 00; 20 12 16

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244. Fifth U.S. Army, Camp McCoy, Wisconsin, 86th Army Reserve Command (ARCOM), Area Organizational Maintenance Shop G-49 (1-22-73)	20 12 36
245. Department of the Navy, Military Sealift Command (1-22-73)	10 28 00; 15 12 00; 20 12 08; 20 16 24
246. National Labor Relations Board (1-24-73)	35 28 28; 45 16 20
247. Defense Supply Agency, Defense Contract Administration Services Region, SF, Burlingame, California (2-13-73)	30 04 00; 35 08 12; 35 16 00; 45 16 12
248. U.S. Department of the Air Force, Air Force Communications Service (AFCS), 2024th Communications Squadron, Moody Air Force Base, Georgia (2-14-73)	30 12 04; 35 12 00; 35 20 00
249. United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services-Animal Health Program, Madison, Wisconsin (2-14-73)	20 04 04; 20 12 64
250. Federal Aviation Administration, Great Lakes Region, Chicago Airports District Office (3-2-73)	10 04 08; 10 04 20; 25 24 00
251. Office of Economic Opportunity, Region V, Chicago, Illinois (3-2-73)	35 28 08
252. California Air National Guard Headquarters, 163rd Fighter Group, Ontario International Airport, Ontario, California (3-2-73)	25 20 00
253. Department of Transportation, Federal Aviation Administration Aeronautical Center (3-5-73)	35 08 04; 35 08 12; 45 16 04
254. Pennsylvania National Guard (3-13-73)	10 24 08; 10 28 00; 20 04 04
255. Department of the Air Force Headquarters, Air Force Flight Test Center, Edwards Air Force Base, California (3-14-73)	30 04 00; 35 28 32
256. Department of the Army, Reserve Command Headquarters, Camp McCoy, Sparta, Wisconsin, 102nd Reserve Command, St. Louis, Missouri (3-14-73)	05 36 00; 15 20 00; 35 08 04; 45 12 00; 45 16 04
257. United States Customs Service, Region IX, Chicago, Illinois (3-14-73)	35 08 04
258. Department of the Army, U.S. Army Electronics Command (ECOM), Fort Monmouth, New Jersey (3-14-73)	15 08 04; 20 04 04; 20 12 60
259. California Air National Guard Headquarters, 146th Tactical Airlift Wing, Van Nuys, California (3-14-73)	20 04 04; 20 16 16; 20 24 04; 20 24 12
260. Department of the Army, United States Dependents' Schools, European Area (3-28-73)	10 12 00; 20 04 04; 20 04 12; 20 16 16; 25 04 08
261. U.S. Department of Air Force, Norton Air Force Base (4-30-73)	30 12 20; 35 28 12
262. Department of the Treasury, Bureau of the Mint (5-16-73)	10 24 12; 20 04 04; 20 16 16
263. Department of the Army, U.S. Army Natick Laboratories, Natick, Massachusetts (5-16-73)	35 16 00; 45 16 12
264. Western Division of Naval Facilities Engineering Command, San Bruno, California (5-31-73)	05 12 08; 35 08 04; 35 12 00; 45 16 04

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<i>A/SLMR No., Case Name and Date Issued</i>	<i>Section(s) of Digest Involved¹</i>
265. General Services Administration Region 5, Chicago, Illinois' (5-31-73)	20 04 04; 20 12 36
266. United States Department of Health, Education and Welfare, Regional Office VI (5-31-73)	20 04 04; 20 12 20
267. Department of Health, Education and Welfare, U.S. Public Health Service Hospital, Boston-Brighton, Massachusetts (5-31-73)	20 04 04; 20 12 64
268. United States Department of Agriculture, Northern Marketing and Nutrition Research Division, Peoria, Illinois (5-31-73)	05 04 00
269. New Jersey Department of Defense (5-31-73)	05 04 00
270. Department of Housing and Urban Development, Region II (5-31-73)	10 24 12; 20 04 04; 20 12 08
271. Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Boston, Massachusetts (5-31-73)	20 12 20; 20 12 28
272. United States Postal Service, Berwyn Post Office, Illinois (5-31-73)	30 16 00; 35 08 04
273. Federal Aviation Administration, Eastern Region, Boston ARTCC, Nashua, New Hampshire (5-31-73)	35 08 04; 35 16 00
274. Department of the Interior, U.S. Geological Survey, Central Region, Publications Division (6-1-73)	20 04 04; 20 12 32
275. Local 1858, American Federation of Government Employees, (Redstone Arsenal, Alabama) (6-15-73)	40 08 00; 40 32 00; 50 16 04
276. Department of Interior, Bureau of Land Management, District Office, Lakeview, Oregon (6-22-73)	
277. Department of Transportation, Federal Aviation Administration, Airway Facilities Sector (ARTCC), Albuquerque, New Mexico (6-22-73)	10 28 00; 20 04 20
278. U.S. Department of the Army, Transportation Motor Pool, Fort Wainwright, Alaska (6-25-73)	35 08 04; 35 28 16; 45 16 04; 45 16 20
279. Internal Revenue Service, Chicago District (6-25-73)	30 04 00; 30 24 00
280. U.S. Department of the Treasury, Internal Revenue Service, Western Service Center, Ogden, Utah (6-25-73)	05 08 00; 35 08 04
281. U.S. Army Electronics Command, Fort Monmouth, New Jersey (6-27-73)	05 36 00; 35 08 04; 45 16 04
282. Aberdeen Proving Ground Command, Department of the Army (6-29-73)	20 16 08
283. Los Angeles Air Route Traffic Control Center, Federal Aviation Administration (6-30-73)	35 08 08; 45 16 04
284. Non-Appropriated Fund Activities, XVIII Airborne Corps and Ft. Bragg, Ft. Bragg, North Carolina (7-18-73)	25 08 20
285. National Oceanic and Atmospheric Administration, National Ocean Survey (7-25-73)	35 08 04; 35 24 00; 35 28 08

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286. U.S. Department of the Army, Edgewood Arsenal, Aberdeen Proving Ground Command (7-25-73)	30 28 00; 35 08 04; 35 08 08; 35 12 00; 35 24 00
287. Federal Aviation Administration, Atlanta Airway Facility, Sector 12, Atlanta, Georgia (7-25-73)	35 28 20; 45 16 20
288. U.S. Army Safeguard Systems Command, P.O. Box 1500, Huntsville, Alabama (7-25-73)	20 16 08; 25 20 00
289. United States Department of Navy, Bureau of Medicine and Surgery, Great Lakes Naval Hospital, Illinois (7-25-73)	30 04 00; 30 08 00; 35 28 12; 35 28 36; 45 16 20
290. Norfolk Naval Shipyard (7-25-73)	35 08 04; 35 28 28; 45 16 20; 60 16 00
291. AMC Ammunition Center, Savanna, Illinois (7-25-73)	10 24 12; 20 12 60; 20 16 28
292. American Federation of Government Employees, AFL-CIO, Clyde Webber, National President; Ninth District, American Federation of Government Employees, AFL-CIO, Kermit I. Tull, National Vice-President; and Local 916, American Federation of Government Employees, AFL-CIO, Lowell Malloy, President (7-25-73)	55 08 04; 55 12 20
293. General Services Administration, PBS, FSS, ADTS, Fresno, California (7-31-73)	20 04 04; 20 12 56
294. American Federation of Government Employees, Local 1650, Beeville, Texas (Naval Air Station, Chase Field, Beeville, Texas), and American Federation of Government Employees, Washington, D.C. (Naval Air Station, Chase Field, Beeville, Texas) (7-31-73)	40 32 00; 50 12 00; 50 16 28
295. National Labor Relations Board, Region 17, and National Labor Relations Board (8-6-73)	25 12 04; 30 12 04; 35 08 04
296. Veterans Administration, Veterans Benefits Office (8-15-73)	30 12 20; 35 08 04; 35 08 08; 35 08 12; 35 12 00; 35 32 00
297. Department of the Navy, United States Naval Weapons Center, China Lake, California (8-15-73)	25 20 00
298. Department of the Navy, Mare Island Naval Shipyard, Vallejo, California (8-15-73)	25 20 00
299. Atomic Energy Commission, Idaho Operations Office, Idaho Falls, Idaho (8-15-73)	25 20 00
300. Federal Aviation Administration, Atlanta ATC Tower (8-15-73)	05 04 00; 35 16 00
301. Veterans Administration, Veterans Administration Hospital, Muskogee, Oklahoma (8-15-73)	30 04 00; 35 08 04; 35 28 32; 45 16 20
302. Department of the Navy, Charleston Naval Shipyard (8-15-73)	25 20 00
303. United States Department of Agriculture, Forest Service, Mark Twain National Forest, Springfield, Missouri (8-20-73)	20 12 08
304. Charleston Naval Shipyard, Charleston, South, Carolina (8-21-73)	35 08 04
305. Department of Interior, National Park Service, National Capital Parks, John F. Kennedy Center for the Performing Arts (9-22-73)	20 16 08; 20 16 16

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306. Department of the Army, Reserve Command Headquarters, Camp McCoy, Sparta, Wisconsin, 102nd Reserve Command, St. Louis, Missouri (9-12-73)	05 36 00; 15 20 00; 35 08 04
307. Department of the Navy and The U.S. Naval Weapons Station, Yorktown, Virginia (9-12-73)	05 36 00; 15 20 00; 35 08 04
308. Veterans Administration Hospital, Portland, Oregon (9-12-73)	20 16 04
309. Department of the Treasury, Internal Revenue Service, Fresno Service Center, Fresno, California (9-20-73)	05 36 00; 15 20 00; 25 04 12; 35 08 04; 35 12 00
310. Defense Mapping Agency Topographic Center, Providence Office, West Warwick, Rhode Island (9-28-73)	15 12 00; 25 20 20
311. Veterans Administration Hospital, East Orange, New Jersey (9-28-73)	10 24 12; 20 12 08
312. Department of the Interior, Bureau of Mines, Western Administrative Office, Denver, Colorado (10-1-73)	20 08 04
313. Department of Transportation, Federal Aviation Administration, Flight Inspection District Office, Battle Creek, Michigan (10-1-73)	20 12 40; 20 16 28
314. Small Business Administration, Miami District Office (10-5-73)	20 12 56
315. Department of the U.S. Army, U.S. Army Aviation Systems Command, St. Louis, Missouri (10-24-73)	25 08 20
316. National Science Foundation (10-24-73)	10 40 00; 25 04 04; 25 04 08
317. Veterans Administration Center, Togus, Maine (10-24-73)	10 04 12; 10 24 12
318. United States Department of Interior, Bureau of Reclamation, Lower Colorado Region (10-24-73)	10 04 12; 10 24 12; 20 12 56; 20 16 08; 20 16 28
319. United States Air Force 321st Combat Support Group, Grand Forks Air Force Base, North Dakota (10-24-73)	10 24 12
320. U.S. Army Electronics Command, Fort Monmouth, New Jersey (10-29-73)	05 36 00; 35 08 04
321. Department of the Navy, United States Naval Station, Adak, Alaska (11-5-73)	
322. Department of Defense, Air Force Defense Language Institute, English Language Branch, Lackland Air Force Base, Texas (11-13-73)	35 28 08
323. Department of Defense, State of New Jersey (11-16-73)	30 32 00
324. Anaheim Post Office, U.S. Postal Service, Anaheim, California (11-16-73)	35 08 04; 45 20 00
325. United States Department of the Army, Rocky Mountain Arsenal, Denver, Colorado (11-27-73)	10 32 00; 20 16 04
326. U.S. Naval Station, Newport, Rhode Island (11-27-73)	10 32 00; 20 16 04
327. United States Air Force, Fort Snelling Officers Open Mess, Non-Commissioned Officers Club, Sleeping Quarters, Temporary Personnel and Fiscal Control Office, Fort Snelling, Minnesota (11-27-73)	20 12 08

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328. Department of Army, Headquarters, U.S. Army Training Center Engineer and Fort Leonard Wood, Fort Leonard Wood, Missouri (11-27-73)	15 08 04; 20 12 48; 20 16 28; 35 28 00
329. Federal Aviation Administration, National Aviation Facilities Experimental Center, Atlantic City, New Jersey (11-28-73)	35 08 04; 35 24 00; 35 28 12; 45 16 20
330. Veterans Administration Hospital, Tampa, Florida (11-28-73)	20 12 08; 20 16 20
331. Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, Central Region (11-28-73)	20 12 28; 20 12 60
332. Puget Sound Naval Shipyard, Department of the Navy, Bremerton, Washington (12-4-73)	30 12 04; 35 04 12; 35 08 04; 35 28 28; 35 32 00; 45 16 20
333. General Services Administration, Region 9, San Francisco, California (12-4-73)	05 28 00; 10 24 12; 20 16 04; 25 04 16
334. Office of Economic Opportunity, Region V, Chicago, Illinois (12-4-73)	35 08 04; 35 12 00
335. Veterans Administration Center, Bath, New York (1-8-74)	35 28 28
336. Department of Defense, National Guard Bureau, Texas Air National Guard (1-8-74)	35 08 04; 35 12 00; 35 28 16; 35 32 00
337. Department of the Air Force, Norton Air Force Base, California (1-8-74)	35 08 08
338. Northwest Area Exchange (AAFES) (1-8-74)	15 12 00; 20 12 56; 20 12 60; 25 04 08
339. U.S. Department of Agriculture, United States Forest Service, Angeles National Forest, Pasadena, California (1-8-74)	10 04 16; 25 20 00
340. United States Department of Air Force, Warner Robins Air Materiel Area (WRAMA) Commissary Store 2853rd Air Base Division, Robins Air Force Base, Georgia (1-8-74)	35 32 00
341. U.S. Department of Interior, Bureau of Indian Affairs, Indian Affairs Data Center, Albuquerque, New Mexico (1-9-74)	35 08 04; 35 12 00; 35 28 12; 45 16 20
342. Department of Transportation, Federal Aviation Administration, Southwest Region, Airway Facilities Sector, Air Route Traffic Control Center, Albuquerque, New Mexico (1-25-74)	25 20 00
343. Department of the Air Force, Keesler Technical Training Center, Keesler Air Force Base (1-25-74)	35 08 04
344. Department of the Navy, Naval Air Rework Facility, Jacksonville, Florida (1-25-74)	
345. Army Aviation Support Facility, Virginia National Guard (1-25-74)	
346. Department of the Navy, Naval Air Station, Memphis, Millington, Tennessee (1-25-74)	05 28 00; 10 20 00; 10 24 04
347. General Services Administration, Region 3 (1-25-74)	10 32 00; 20 16 16
348. California National Guard State Military Forces, Sacramento, California (1-25-74)	30 16 00; 35 08 04; 35 12 00; 35 20 00; 35 28 28; 35 32 00; 45 16 04; 45 16 20

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349. Antilles Consolidated Schools, Roosevelt Roads, Ceiba, Puerto Rico (2-5-74)	25 08 32
350. Department of the Air Force, 4392 Aerospace Support Group, Vandenberg Air Force Base, California (2-5-74)	30 20 00; 35 08 04; 35 12 00; 35 24 00; 35 28 04
351. Department of the Army, Strategic Communications Command, Fort Huachuca, Arizona (2-5-74)	20 16 28; 25 20 00
352. Long Beach Naval Shipyard (2-5-74)	35 08 04; 35 28 08
353. Department of Transportation, Federal Aviation Administration, Kansas City Air Route Control Center, Olathe, Kansas (2-5-74)	35 16 00; 35 24 00
354. Department of the Treasury, United States Customs Service (2-28-74)	20 12 32
355. Tennessee Air National Guard, Nashville, Tennessee (2-28-74)	30 08 08
356. Department of the Air Force, McClellan Air Force Base, Sacramento, California (2-28-74)	
357. Veterans Administration, Veterans Benefit Office (2-28-74)	20 12 32
358. General Services Administration, Region 2, New York, New York (2-28-74)	10 12 00; 10 24 12; 10 44 00; 20 04 04; 20 12 28; 20 12 32; 20 16 12; 25 04 08
359. Graphic Arts International Union, Local 4B (2-28-74)	40 08 00; 50 16 04
360. Defense Supply Agency, Defense Property Disposal Office, Aberdeen Proving Ground, Aberdeen, Maryland (2-28-74)	35 08 04; 35 12 00; 35 24 00; 35 28 28; 45 16 16
361. Department of Health, Education and Welfare, Food and Drug Administration, Newark District, Newark, New Jersey (2-28-74)	20 12 40
362. New Mexico Air National Guard, Department of Military Affairs, Office of the Adjutant General, Santa Fe, New Mexico (2-28-74)	35 28 12; 45 16 20
363. U.S. Department of Interior, Bureau of Indian Affairs, Fort Apache Agency, Phoenix, Arizona (3-8-74)	05 12 08; 20 16 04
364. Department of Transportation, Federal Aviation Administration, Southwest Region, Tulsa Airway Facilities Sector (3-14-74)	10 04 08; 20 16 28; 25 20 00
365. Directorate of Maintenance, Manufacture and Repair Production Branch (MANPSM), Warner Robins Air Material Area (WRAMA), Robins Air Force Base, Georgia (3-14-74)	35 08 04; 35 12 00
366. Army and Air Force Exchange Service, Vandenberg Air Force Base Exchange (3-14-74)	35 08 04
367. U.S. Department of the Army, United States Army Missile Command, Huntsville, Alabama (3-14-74)	35 08 04; 35 28 24
368. Veterans Administration Hospital, Columbia, South Carolina (3-14-74)	10 04 08; 10 04 16; 10 24 08; 20 16 08; 20 16 28
369. United States Department of Agriculture, Agricultural Research Service, Bee Research Laboratory Complex, Tucson, Arizona (3-14-74)	20 12 60

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370. Illinois Army National Guard, 1st Battalion, 202nd Air Defense Artillery, Arlington Heights, Illinois (3-14-74)	
371. Army and Air Force Exchange Service, Kirtland Air Force Base Exchange (3-19-74)	20 16 08; 20 16 28; 25 24 00
372. Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Cleveland, Ohio, Defense Contract Administration Services Office (DCASO), Columbus, Ohio Defense Supply Agency, Defense Contract Administration Services Region (DCASR), Cleveland, Ohio, Defense Contract Administration Services Office (DCASO), Akron, Ohio (3-25-74)	20 12 44
373. Department of the Navy, Hunters Point Naval Shipyard (4-4-74)	35 08 04
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¹ Reports on Rulings of the Assistant Secretary (R A/S) are published summaries of significant or precedent-setting decisions by the A/S on requests for review of actions taken at the field level. These Reports, originally referred to as Reports on Decisions, but now referred to as Reports on Rulings of the Assistant Secretary, do not identify the parties involved.

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