

AT-80138

Office of Administrative Law Judges

WASHINGTON, D.C.

DEPARTMENT OF THE AIR FORCE,  
AIR FORCE MATERIEL COMMAND,  
WARNER ROBINS AIR LOGISTICS CENTER,

ROBINS AIR FORCE BASE, GEORGIA

Respondent

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,  
LOCAL 987

Charging Party

Case Nos. AT-CA-80138

AT-CA-80192

Brenda S. Mack Counsel for the Respondent  
C.R. Benson Representative of the Charging Party  
Sherrod G. Patterson Counsel for the General Counsel, FLRA  
Before: GARVIN LEE OLIVER Administrative Law Judge

DECISION

Statement of the Case

The unfair labor practice complaint alleges that Respondent violated section 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. §§ 7116(a)(1) and (5), by implementing two separate changes in official time procedures without notifying the Charging Party and providing it an opportunity to negotiate to the extent required by the Statute. One of the alleged changes required Union steward Rick Benson to request official time by submitting hard copy official time requests rather than submissions by electronic mail (e-mail) through computer-generated forms. The other alleged change required Benson to obtain written permission for official time before he left the office.

Respondent's answer admitted the jurisdictional allegations as to the Respondent, the Union, and the charge, but denied any violation of the Statute. The Respondent contended that no past practices were established; that, with regard to the use of computer-generated forms, this procedure was unique to the supervisor and employee, was understood to be nonprecedential, and would revert to the provisions of the collective bargaining agreement once the original supervisor involved left.

For the reasons set out below, I find that Respondent violated the Statute as alleged.

A hearing was held in Macon, Georgia. The parties were represented and afforded full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and file post-hearing briefs. The Respondent and General Counsel filed helpful briefs. Based on the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommendations.

Findings of Fact

*The Parties*

The American Federation of Government Employees, Council 214 (AFGE) is the exclusive representative of a nationwide unit of employees of the Department of the Air Force, Air Force Materiel Command appropriate for collective bargaining, including a unit located at Warner Robins Air Logistics Center, Robins Air Force Base, Georgia (the Respondent). The Charging Party (AFGE, Local 987 or Union) is AFGE's agent for representing the unit of employees at the Respondent.

*The Expired 1992 Agreement*

In October 1992, the parties' nationwide agreement expired. Since then, the terms of that expired contract, including section 4.10, official time release procedure, have continued to the extent required by law. Section 4.10 official time release procedure, provides, in pertinent part, as follows:

The following procedures shall apply to employees and Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement.

a. When a Union representative desires to leave their assigned work station to conduct authorized Union-Management business, that Union representative must first report to and obtain permission of the immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed, destination, name(s) of employee(s) to be contacted, estimated duration, etc.

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d. Upon release, applicable portions of the [AFMC] Form 949 will be completed by the supervisor and the Union representative . . . .

. . . .

g. Upon return to the work area, the Union representative shall advise the supervisor of his/her return. The supervisor shall sign the representative in on [AFMC] Form 949 and retain the form for accounting purposes. The Union representative shall be given a copy of the form when it is completed.

(AFMC Form 949 replaced AFLC Form 949)

*Benson and Evans*

Charles R. Benson, a logistics management specialist in the Special Operations Forces Directorate (LU), LUJ component, has been a Union steward on and off for eight years, but most recently for three years straight. He and Robert Evans, directorate steward and an employee in the LUH component, handle Union matters for some 240 employees.

*Advance Approval of Official Time*

During this three year period, 1995 until November 1997, if Benson's first-level supervisor were not present, Benson could submit the official time request, or leave the Form 949 in his supervisor's box, and leave the office on official time without obtaining the permission and release of the supervisor. The supervisor would approve the request when he returned, sometime a day or two later. Benson was never threatened with being charged absent without leave (AWOL) for failing to obtain permission before leaving the office on official time.

Directorate steward Robert Evans had the same arrangement with his supervisor, Larry Layfield, for the period 1995 to 1997. Most of the time Evans secured prior approval from Layfield or the person he designated as

an alternate. But if they were not available, Evans was free to leave the request in Layfield's box and proceed on official time. They completed the form on Layfield's return. Evans was never threatened with being charged AWOL for failing to obtain permission before leaving the office on official time.

Robert C. Hardy, an employee of the LUG component of the directorate, was a Union steward for four years during the period 1989 to 1993. He had four different supervisors during this period and had the same arrangement with them. If the supervisor were available, he would obtain approval and go on the official time. If the supervisor were not physically available, he would leave the form on the supervisor's desk and go to the meeting. He was never advised to seek approval from an alternate supervisor.

*Change Concerning Advance Approval*

Larry Layfield became Benson's supervisor on November 4, 1997. About the time Layfield reported to LUJ, he had received notice that the whole directorate was to have "stricter compliance with written 949s and approval of 949s." They were to use the 949 process in order to have official documentation of official time and to comply with the new requirement to report on official time to General Goddard. (Tr. 119, 128).

On November 24, 1997, Layfield advised Benson by means of a Post-It note that "949s must be signed by a member of management prior to leaving the work area. If I am not available, then Greg Stanley is next. If Greg is not available, then LU must sign."<sup>(1)</sup>

On November 25, 1997, Layfield sent Benson an e-mail message with copies to directorate steward Evans and Greg Stanley. The e-mail message stated that "[t]he following guidance provided in the Master Labor Agreement is highlighted for a reminder as to proper procedures to be used when requesting official time[.]" The message proceeded to insert Section 4.10, the official time release procedure from the expired master labor agreement (MLA), and added as paragraph number two the statement, "The above steps must be followed on all Official Time Permits. Any failure to follow the agreed to MLA guidelines will result in AWOL status. This has been coordinated with 78th Support Group/DPCEL, Dale Foster, 6-6487."

As a result of the November 24 and 25, 1997 messages, Benson and Evans ended their practice of leaving the office

on official time without having the prior approval of their supervisors when the supervisors were absent. The November 25, 1997 message was the

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first time they had been warned that failure to follow the MLA procedure would result in AWOL status.

Prior to sending the November 25, 1997 message, Layfield was assured by Dale P. Foster, chief of labor relations, that it was appropriate to include Section 4.10 of the expired MLA in the message inasmuch as it was still being followed by the Union and the Respondent until a new agreement is in place. Foster also advised Layfield to add the statement that failure to follow the MLA procedure would result in AWOL status. The labor relations office consistently provides this instruction to supervisors.<sup>(2)</sup>

The Respondent did not notify the Union of the November 24 and 25, 1997 actions and provide it an opportunity to bargain.

### *E-mail Requests for Official Time*

Lieutenant Colonel Mueller became Benson's supervisor in 1995. Benson, as an active Union steward, had occasion to request official time from Mueller about once every week or two. He would complete a hard copy of AFMC Form 949 (949), Union/Employee Official Time Permit, sign it, and put it in Mueller's box. Mueller would either sign it at that time or later in the day. Most often, it would be a day or two later before he signed the request. As described in more detail above, if Mueller were not in the office, Benson would proceed to take the official time and he and Mueller would fill in the details on the form later.

In early June 1996, Mueller suggested that it would improve procedures if Benson could put the 949 on the computer and submit official time requests electronically by e-mail on a test basis. Mueller believed that computer-generated requests would make record keeping easier. Mueller also conferred with directorate steward Evans and determined that the directorate steward had no objection.

Benson told Mueller that he did not have a problem with Mueller's proposal. Benson then requested, and received, approval from directorate steward Evans and Union President Jim Davis to approve Mueller's proposal. Benson started using e-mail to request official time in June 1996.

In September 1996, with the assistance of Union President Davis, Benson composed and memorialized the e-mail procedure in a September 11, 1996, e-mail message to Mueller, which he also sent to Evans. The message stated, in pertinent part, as follows:

The attached form will be useful and a time saver for us in LUJ. However, I must state the following to keep us both out of trouble and for the record. In the interest of fostering a better partnership and better relations between labor and management, it was agreed to by the LUJ Union Steward and the LUJ IPT Leader to use this process for requesting, approving, and recording official time for labor relations activities. This LUJ agreement is not, however, in any manner, precedent setting and should not be construed as a permanent agreement, nor to be used by any other organization other than LUJ.

Benson testified that his use of the terms "not . . . precedent setting" and "not . . . a permanent agreement" was consistent with his agreement with Mueller that the use of e-mail was for a trial period and was only for their organization, LUJ.

On December 23, 1996, Mueller wrote Benson, stating:

Rick, I believe you and I have a good system which has provided record keeping and is better than paper. We agreed that something like "reasonable as agreed upon" covered all the bases. I'm for that. So, based on your judgement and concurrence, I recommend we press on with our system. I will take the heat over the issue of paper. I am required to file a report on

official time, and that will be support just fine from the email system we have developed together. Is that okay with you?

Benson replied to Mueller that he saw no reason to go back to the former system when the e-mail was working so well. They agreed to continue the e-mail procedure. Benson testified that he interpreted this action as an agreement to make the LUJ e-mail procedure permanent.

The e-mail procedure in LUJ continued until July 11, 1997. During this period, no copies of form 949 were being sent to Joyce Barker, labor relations specialist for LU, who previously received copies. Mueller continued to send her a monthly count of the official time used.

*Labor Relations Learns of Arrangement*

Dale P. Foster, chief of the Respondent's labor relations section, and the Respondent's representative for labor relations, provides guidance to supervisors on how to apply the contract. Her section also reviews copies of the 949s that it receives from the organizations on a routine basis. The 949s are reviewed to make sure they are correctly annotated and documented.

Foster found out about the agreement between Benson and Mueller after reviewing the 949s, or lack of 949s, from Mueller's section and "tr[ied] to intervene" to correct this deviation from Section 4.10 of the contract. When Foster inquired of Colonel Mueller why he was doing this, Mueller said that the contract provision "was a constraint, was inefficient, and was burdensome to him and to the Union," and he and Benson had worked out an alternative arrangement. He informed Foster that he had reached an agreement with the Union to implement the alternative procedure. Foster did not testify to any specific steps she took at that time to notify General Goddard or to otherwise stop Mueller and Benson from continuing the practice.

Foster testified regarding her opinion that the agreement between Mueller and Benson was not a past practice. She said Mueller was not empowered to deviate from the Center's adherence to the contract, and Union President Davis had not authorized his stewards to make such deviations. Foster explained that, in approximately August or September of 1993, Davis advised the Respondent that Union stewards were no longer empowered to enter into agreements that changed the contract, either the local supplement or the master agreement. Foster testified that when

Davis typically designated a steward for a specific task, he sent a written delegation to the labor relations office.

Foster also testified that, during an April 1996 off-site meeting facilitated by the FLRA, the Union and the Respondent agreed that they would have a consistent policy for labor-management relations. She said that Respondent has such a consistent Center-wide policy and does not establish policy within divisions or within sections.

*Wiggs Becomes Head of LUJ*

Major Thomas K. Wiggs became acting chief of LUJ from mid-January through mid-April 1997, while Mueller attended a training course in Washington, D.C. Mueller informed Wiggs that Benson took official time and would submit his requests by e-mail. While Wiggs was acting chief, Benson continued to request official time of Wiggs via e-mail in accordance with the agreement. On July 7, 1997, after Mueller transferred to another duty station, Wiggs became Benson's immediate supervisor as the head of LUJ.

According to both Benson and directorate steward Evans, Mueller never stated or indicated to either of them that the agreement would automatically terminate if and when Mueller left Robins. Wiggs testified that if he, on instructions from his superiors, had not issued a change in July 1997, by requiring Benson to begin submitting "hard copy" 949s, "the old [e-mail] process would have stayed in place."

*Wiggs Receives LU Memorandum*

On June 27, 1997, LU deputy director Mathis issued a memorandum to all supervisors, including Wiggs, entitled "Labor Relations Issues," which stated, in relevant part, as follows:

Effective immediately, LUF will be the focal point on all communications involving labor relations matters. LUF coordination is required on all correspondence relating to action lines, congressional, EEO complaints, grievances, union



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issues, and Unfair Labor Practices (ULPs). . . .

The Master Labor Agreement (MLA) requires union stewards to request official time from their supervisor and to use AFMC Form 949 (Official Time Permit). These terms were agreed to by both management and the Union. Both parties are bound to adhere to the agreement. Management does not have the discretion to not comply. The supervisor is responsible for granting approval/disapproval in accordance with MLA, instructions at Atch 1. The supervisor signs the steward in on the AFMC Form 949 and retains the form for accounting purposes. . . . The SUPERVISOR is responsible for determining and controlling the time, NOT the steward.

Wiggs discussed the reasons for the memorandum with Greg Stanley, a management official in charge of LU administrative functions. Stanley told Wiggs that management "was out of compliance" with the expired MLA.

*Wiggs Terminates E-mail 949s*

In response to the June 27, 1997 memorandum, Wiggs transmitted an e-mail message to Benson on July 11, 1997 which stated, in pertinent part, as follows:

LU has signed out direction to all supervisors that AFMC Form 949 (Official Time Permit) must be accomplished in hard copy and that management does

not have the discretion to not comply.

Therefore, effective immediately, AFMC Form 949s will be accomplished for all official time.

Wiggs then met with Benson to explain the new policy to him. Benson replied that the change was unfortunate as the electronic submission system was working well. Nonetheless, Benson readily complied with the directive, and Wiggs later thanked him for being so cooperative.

The Respondent implemented the change in the e-mail procedure without notifying the Union and providing it with an opportunity to negotiate.

### Discussion and Conclusions

#### *Condition of Employment*

In determining whether an Agency has refused to comply with an established practice, it must first be decided whether the matter alleged to be a practice involves a condition of employment of bargaining unit employees. Antilles Consolidated Education Association and Antilles Consolidated School System, 22 FLRA 235 (1986); U.S. Department of Labor, Washington D.C. and U.S. Department of Labor, Employment Standards Administration, Boston, Massachusetts, 37 FLRA 25 (1990).

The Authority has held that the use of official time by Union officials for representational activities is a condition of employment, Department of Veterans Affairs, Medical Center, Muskogee, Oklahoma, 53 FLRA 1228, 1229 (1998), U.S. Patent and Trademark Office, 39 FLRA 1477, 1482 (1991) (USPTO), and that "[b]ecause section 7131(d) carves out an exception to sections 7106(a)(2)(A) and (B), it permits negotiations over the scheduling of official time, including the ability to use official time without advance scheduling or permission from the supervisor, absent emergency situations or other special circumstances," National Treasury Employees Union and U.S. Department of Commerce, Patent and Trademark Office, 52 FLRA 1265, 1287 (1997).

*Past Practice*

Once it is determined that the matter alleged to be a practice involves a condition of employment, it must be demonstrated that the practice has been consistently exercised over a significant period of time and followed by both parties or followed by one party and not challenged by the other. U.S. Department of Labor, Washington, D.C., 38 FLRA 899 (1990).

*Approval of Official Time*

The record reflects that the Union stewards in the LU directorate were able to take official time in the absence of their supervisors or alternates without obtaining advance written permission. This practice was consistently exercised by the three LU stewards for a significant period of time. It was exercised by one steward during the period 1989 to 1993 and by the two most recent stewards during the period 1995 to November 24, 1997. The practice was exercised by the stewards with the knowledge and agreement of their supervisors in LU.

The practice came to an end on November 24, 1997. The supervisors were notified by the directorate that the whole directorate was to have "stricter compliance with written 949s and approval of 949s" because of new reporting requirements. This indicates that responsible management had knowledge of the lax enforcement of the 949 procedure and knowingly acquiesced in the lax enforcement by the LU supervisors. See Department of Health and Human Services, Social Security Administration, 17 FLRA 126 n.2 (1985) ("[T]he Authority agrees that knowing acquiescence over a significant time may indicate past practice. . . .") Despite the Respondent's protestations that it has a consistent policy, the Respondent failed to show that it has consistently interpreted and applied the procedures set forth in section 4.10 of the expired agreement in the LU directorate.

A shift from a practice of benign neglect of a personnel policy to one of strict enforcement constitutes a change in conditions of employment. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, and Social Security Administration, Jamestown, New York District Office, Jamestown, New York, 34 FLRA 765 (1990) (respondent's shift from a practice of benign neglect to one of strict observance of a requirement that certain employees notify their supervisors when going on their breaks changed conditions of employment, and respondent's failure to bargain the change violated the Statute).

I conclude that the longstanding procedure by which the Respondent did not require Benson and other LU stewards to obtain written permission in the absence of a supervisor before they took official time and left their work areas constituted an established past practice of a condition of employment that Respondent could not change without first notifying the Union and affording it an opportunity to bargain to the extent required by the Statute. Veterans Administration, Veterans Administration Medical Center, Muskogee, Oklahoma, 19 FLRA 1054 (1985) (VA Muskogee).

*E-Mail Procedure*

The record reflects that Colonel Mueller, the chief of LUJ, initiated a practice in June 1996 that allowed LUJ steward Benson to request official time by transmitting computer-generated 949s. The Union, by LU steward Evans, consented to the practice, and I credit the testimony of Benson that Union President Davis authorized Benson to approve the practice. The practice continued for a significant period of time, one year. Foster, Respondent's representative for labor relations officer, whose office was responsible for contract administration and advising supervisors about how to apply the contract, although informed of an agreement with the Union to implement an alternative procedure from Section 4.10 of the expired agreement, took no specific steps to rescind the practice. Therefore, I conclude that responsible management did not challenge and knowingly acquiesced in the practice.

Respondent contends that the September 1996 message from Benson to Mueller expressly acknowledges that the agreement was not precedent setting, or a permanent agreement, or to be used by any other organization other than LUJ. LUJ steward Benson did testify that his use of the terms "not precedent setting" and "not a permanent agreement" was consistent with his agreement with Mueller that the use of e-mail was for a trial period and was only for their organization, LUJ. However, I also credit the testimony of Benson that the December 23, 1996 message from Mueller to "press on with our system" constituted the end of the trial period and made the LUJ agreement permanent. I conclude that the practice did not expire with the departure of supervisor Mueller. It is noted that supervisor Wiggs also testified that if he, on instructions from his superiors, had not issued a change in July 1997, by requiring Benson to begin submitting "hard copy" 949s, "the old [e-mail] process would have stayed in place."

An established practice need not be common to all employees in the recognized unit in order for it to exist. As long as there is an identifiable group which has enjoyed an established practice, and the practice satisfies the statutory requirements of section 7103(a)(14), a respondent is obligated to bargain with such group's exclusive representative prior to changing such condition of employment. Department of Defense, Department of the Navy, Naval Weapons Station, Yorktown,

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Virginia, 16 FLRA 485, 500-01 (1984); Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire, 5 FLRA 352 (1981).

By unilaterally changing established past practices regarding official time without affording the Union an opportunity to bargain over the changes, Respondent violated section 7116(a)(1) and (5) of the Statute, as alleged in the complaint. USPTO, 39 FLRA at 1482-83; U.S. Department of the Navy, Naval Avionics Center, Indianapolis, Indiana, 36 FLRA 567 (1990); VA Muskogee, 19 FLRA at 1057-58.

There is no evidence in the record that Union stewards to date have been charged with AWOL or otherwise lost leave or pay as a result of the unilateral changes. Therefore, I have not adopted the detailed make whole remedy proposed by the General Counsel. However, in the event bargaining unit employees do suffer adverse consequences as a result of the changes, I have proposed a general make whole remedy to be consistent with law and regulation. If the proposed order is adopted by the Authority, implementation of this remedy will be a matter for compliance.

Based on the above findings and conclusions, it is recommended that the Authority issue the following Order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, the Department of the Air Force, Air Force Materiel Command, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia, shall:

1. Cease and desist from:

(a) Unilaterally changing conditions of employment of bargaining unit employees by changing the past practices that allowed representatives of the American Federation of Government Employees, Local 987 who represent employees in the LU Directorate to (1) request official time via e-mail and/or by using a computer-generated AFMC Form 949 and (2) use official time without first obtaining the written approval of their immediate supervisors when their supervisors or their alternates are absent.

(b) In any like or related manner, interfering with, restraining or coercing employees in the exercise of their rights assured by the

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Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Rescind the policies of not permitting representatives of the American Federation of Government Employees, Local 987 who represent employees in the LU Directorate to (1) request official time via e-mail and/or by using a computer-generated AFMC Form 949 and (2) use official time without first obtaining the written approval of their immediate supervisors when their supervisors or their alternates are absent.

(b) Consistent with law and regulation, make whole any bargaining unit employee who was adversely affected by its changes in practices regarding the granting of official time for Union representatives engaged in representational activities.

(c) Notify the American Federation of Government Employees, Local 987, of any intention to change the practices by which Union representatives who represent employees in its LU directorate (1) request official time via e-mail and/or by using a computer-generated AFMC Form 949 and (2) use official time without first obtaining the written approval of their immediate supervisors when their supervisors or their alternates are absent, and afford the Union the opportunity to bargain to the extent provided by the Statute.

(d) Post at its Robins Air Force Base, Georgia facility copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commander, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(e) Pursuant to section 2423.41(e) of the Authority's Regulations, notify the Regional Director of the Atlanta Region, Federal Labor Relations Authority, in writing, within 30 days of the date of this Order, as to what steps have been taken to comply.

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Issued, Washington, D.C., July 10, 1998

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GARVIN LEE OLIVER

Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Department of the Air Force, Air Force Materiel Command, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia, violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this Notice.

We hereby notify bargaining unit employees that:

WE WILL NOT unilaterally change conditions of employment of bargaining unit employees by changing the past practices that allowed representatives of the American Federation of Government Employees, Local 987 who represent employees in the LU Directorate to (1) request official time via e-mail and/or by using a computer-generated AFMC Form 949 and (2) use official time without first obtaining the written approval of their immediate supervisors when their supervisors or their alternates are absent.

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

WE WILL rescind the policies of not permitting representatives of the American Federation of Government Employees, Local 987 who represent employees in the LU Directorate to (1) request official time via e-mail and/or by using a computer-generated AFMC Form 949 and (2) use official

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time without first obtaining the written approval of their immediate supervisors when their supervisors or their alternates are absent.

WE WILL, consistent with law and regulation, make whole any bargaining unit employee who was adversely affected by our changes in practices regarding the granting of official time for Union representatives engaged in representational activities.

WE WILL notify the American Federation of Government Employees, Local 987, of any intention to change the practices by which Union representatives who represent employees in our LU directorate (1) request official time via e-mail and/or by using a computer-generated AFMC Form 949 and (2) use official time without first obtaining the written approval of their immediate supervisors, and we will afford the Union an opportunity to bargain to the extent required by the Statute.

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(Activity)

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Signature) (Title)

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

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, Atlanta Regional Office, whose address is: Marquis Two Tower, Suite 701, 285 Peachtree Center Avenue, Atlanta, GA 30303-1270, and whose telephone number is: (404) 331-5212.



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1. Greg Stanley is not in Benson's direct chain of command. He is a GS-14 who was designated to handle such matters as an intermediary between Layfield, a GS-13, and LU (Alan Mathis, a GS-15 deputy, and Colonel Mason, director of LU).

2. Foster was of the opinion that the Union was aware of the AWOL policy since it had been enforced "on occasion." Foster was not able to cite a specific instance of enforcement.