UNITED STATES OF AMERICA

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

MARINE CORPS LOGISTICS BASE BARSTOW, CALIFORNIA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1482, AFL-CIO Charging Party	Case No. SF-CA-50392

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the under-signed Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.26(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.26(c) through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before **APRIL 1, 1996**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

Dated: March 1, 1996
Washington, DC

UNITED STATES OF AMERICA

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: March 1, 1996

TO: The Federal Labor Relations Authority

FROM: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

SUBJECT: MARINE CORPS LOGISTICS BASE
BARSTOW, CALIFORNIA

Respondent

and Case No. SF-CA-50392

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1482, AFL-CIO

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424-0001

MARINE CORPS LOGISTICS BASE BARSTOW, CALIFORNIA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1482, AFL-CIO Charging Party	Case No. SF-CA-50392

Henry J. Noonan, Esq.
For the Respondent

John R. Pannozzo, Jr., Esq.
For the General Counsel

Dale E. Boyce
For the Charging Party

Before: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code,
5 U.S.C. § 7101, *et seq.* (Statute), and the Rules and Regulations of the Federal Labor Relations Authority (FLRA or Authority),
5 C.F.R. § 2411, *et seq.*

Based upon an unfair labor practice charge filed by American Federation of Government Employees, Local 1482, AFL-CIO (Union) against the Marine Corps Logistics Base, Barstow, California (Respondent), a Complaint and Notice of Hearing was

issued on behalf of the General Counsel (GC) of the FLRA by the Regional Director for the San Francisco Region of the FLRA. The complaint alleged that the Respondent failed to comply with section 7114(a)(2)(A) of the Statute by holding a formal discussion concerning an employee's pending EEO complaint without affording the Union an opportunity to be represented, thereby violating section 7116(a)(1) and (8) of the Statute. Respondent filed an answer, as amended, denying the substantive allegations of the complaint.

A hearing was held in Barstow, California. All parties were afforded a full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence. GC of the FLRA and the Respondent filed post-hearing briefs which have been carefully considered.

Based upon the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions and recommendations.

Findings of Fact

A. Background

The American Federation of Government Employees (AFGE) is the exclusive representative of a nationwide unit of employees appropriate for collective bargaining, including employees at the Respondent's Barstow, California facilities. The Union is AFGE's agent for purposes of representing the Respondent's employees. At all times material to this case, Richard Leader has been an employee in the unit represented by the Union and Dale Boyce has been the Union's president. Thomas J. Lundstrom is Respondent's
General Counsel; Patricia Smith is the Deputy EEO Director; and Gary Baker is Deputy Director of MC-3, the Respondent's largest division.

B. The Processing of Leader's EEO Complaint

Sometime prior to October 1994, while employed as a work leader in the Respondent's body shop (a bargaining unit position), Richard Leader filed a formal EEO complaint against the Respondent. Thereafter, Leader attended three meetings with management to discuss and resolve his complaint.

1. The October 13 meeting

The first meeting was held on October 13, 1994 in General Counsel Lundstrom's office and lasted about 15-20 minutes. In addition to Leader, Boyce attended on behalf of the Union rather than as Leader's personal representative. Also in

attendance were Deputy EEO Director Smith and Lundstrom.[1] The meeting was called to enable the Respondent to learn whether and on what basis Leader wanted to settle his EEO complaint. As reflected in Boyce's notes taken at the meeting, Leader stated that he wanted to be permanently assigned to the position of shop planner in one of MC-3's business centers rather than to the position of work leader in the body shop; backpay representing the difference in the two positions; a pay increase from step 4 to step 5; and pay for the overtime hours worked by another employee (Brown) during the period in question.

According to Boyce, Lundstrom agreed to assign Leader permanently to the shop planner position and to grant him a step increase, but disagreed with the amount of backpay and overtime that Leader was seeking. That is, Leader stated that employee Brown had worked 170 hours of overtime to which Leader should have been entitled, while Lundstrom pointed out that Leader had worked 40 hours of overtime during that same period, a difference of 130 hours. Lundstrom promised Leader that he would discuss the overtime question with Deputy Director Baker, who had the final authority to resolve EEO complaints, and the parties agreed to meet again in Lundstrom's office on Monday, October 17, 1994, at 11:45 a.m.

2. The October 17 meeting

By the time that the parties reconvened as scheduled on October 17, Lundstrom had discussed the overtime issue with Baker and had been given certain parameters within which to negotiate a settlement with Leader. At the meeting, which again lasted for about 15-20 minutes, Lundstrom offered Leader 68 hours of overtime at the rate of $20 per hour.[2] Leader responded angrily and loudly that Lundstrom's offer was "lousy," since Brown could have worked 198 hours of overtime and the Respondent's offer of 68 hours was less than half of

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1 Lundstrom testified that he generally stays out of the EEO settlement process until the final stage of signing the agreement, preferring to have the parties work on settling EEO matters themselves, but that he participated in this instance at the request of both Baker and Smith.

2 Lundstrom testified that he, not Baker, determined the number of overtime hours to offer Leader, although he acknowledged that the offer was within the parameters set by Baker. He also testified that the offer of 68 hours of overtime was not based on a specific calculation, but rather was based on what Lundstrom thought the case was worth to settle.

the 170 hours Brown had received.[3] Leader then offered to settle for 130 hours of overtime at the "super rate" which, according to Leader's calculations, totaled $3,724.50.[4] Lundstrom replied that he was not authorized to settle the matter on Leader's terms, but would have to check with Baker again.[5] No date was set for another meeting. As Boyce testified, he expected Lundstrom to consult with Baker and then notify Boyce either that the matter was settled on Leader's terms or that a formal hearing before an administrative law judge would be scheduled. The meeting

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While Lundstrom testified that Leader did not appear to be angry or upset, I credit Boyce's testimony to the contrary. Thus, Lundstrom's offer of 68 hours certainly would have come as an unpleasant surprise to Leader, who had originally been seeking 198 hours of overtime and who had heard Lundstrom speak in terms of 130 hours at the conclusion of the October 13 meeting--that is, the 170 hours of overtime that Brown actually worked minus the 40 hours of overtime that Leader worked during the same period. Moreover, I find that Boyce testified persuasively that he did not advise Leader to accept Lundstrom's offer of 68 hours because Leader would have become upset with him (Boyce).

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While Lundstrom and Smith both remembered that Leader had proposed a specific dollar amount to settle the case, they were unable to recall what that amount was and could not refer to their notes taken at the meeting because those notes were destroyed after October 31. I credit Boyce's testimony that Leader's counter-offer was for precisely $3,724.50, which is the figure recorded by Boyce in his notes during the October 17 meeting and is the sum derived by multiplying the 130 hours of overtime by the "super rate" of $28.65 per hour.

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Lundstrom testified that while Leader never expressly stated that the Respondent's offer of 68 hours was acceptable, it was his "feeling" that the parties were in agreement on that figure by the end of the October 17 meeting. Yet Lundstrom also admitted that the parties were in disagreement at that meeting over the number of hours and the rate per hour that Leader would receive, and that Lundstrom was to "go back and do some further looking into the amount per hour and the number of hours . . . ."

concluded with Boyce leaving Lundstrom's office through the rear door in order to return to his office.[6]

3. The October 31 Meeting

On or about October 27, 1994, Lundstrom telephoned Leader's immediate supervisor and explained that Leader was involved in an EEO matter and that Lundstrom needed to see Leader at the employee's convenience. The supervisor was asked to have Leader schedule an appointment, but was not told that Leader could choose not to come.[7] Leader thereafter contacted Lundstrom's office and scheduled a meeting for October 31.

On October 31, Leader traveled the 12 miles from his workplace to Lundstrom's office and met privately with Lundstrom for about 15-20 minutes. Boyce had received no notice of the meeting and did not attend. Lundstrom read the terms of a prepared settlement agreement to Leader and discussed its contents.[8] Before the meeting ended, Leader signed the settlement agreement. Deputy Director Baker signed it a week to 10 days later. Boyce was neither shown nor given a copy.

C. Subsequent Events

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Lundstrom and Smith both testified that at the conclusion of the October 17 meeting, Boyce said to Lundstrom, "Tom, if we're going to settle this on the same grounds we're talking about, I don't think I need to attend any more meetings" and that Lundstrom replied, "Okay, if something changes, I'll let you know. If it stays the same, we'll just sign." Boyce denies that any such colloquy took place. I credit Boyce's version. Thus, at the end of the October 17 meeting, there was a substantial gap between what the Respondent had offered (68 hours at $20 per hour) and what Leader was willing to accept as a compromise (130 hours at $28.65 per hour). Accordingly, there was no meeting of the minds with respect to the basis for a settlement of Leader's EEO complaint, and therefore no reason for Boyce to indicate that it was unnecessary for him to attend any further meetings if the parties were to settle the matter on the grounds that had been discussed. Moreover, as Boyce testified, he was very interested in the final terms of settlement in Leader's case because there was another pending EEO case involving a different employee in the same division as Leader (MC-3) for whom Boyce was the personal representative. Accordingly, in my view, it would have been very unlikely for Boyce to express no further interest in Leader's case when the final amount of settlement had not yet been determined.

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It is undisputed that if Leader wanted to resolve his EEO complaint without litigation, he had to meet with Lundstrom to discuss the terms of and to sign a settlement agreement.

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According to the terms of the settlement agreement, Leader would receive a permanent, non-competitive position as a planner once the Business Plan was put into effect at MC-3; a step increase from 4 to 5; and a lump sum payment of 68 hours of overtime at the hourly rate of $28.65 rather than the $20 rate proffered by Lundstrom at the October 17 meeting.

At a partnership meeting on December 15, 1994, Boyce was told by Lundstrom that the Respondent was meeting with employees who had filed formal EEO complaints and was signing settlement agreements in those cases without notifying the Union. On December 21, Boyce filed a request for information concerning the EEO settlement offers that had been made, the EEO settlements that were reached, and the parties who were in attendance. The information provided to Boyce on February 23, 1995, included the settlement agreement dated October 31, 1994, pertaining to Leader. The cover letter accompanying the information, signed by Esther Gonzales, head of the Respondent's Labor and Employee Relations Branch, stated that "[i]n Mr. Leader's case, I was informed that you were present." On March 2, 1995, the Union filed the unfair labor practice charge in this case.

Discussion and Conclusions of Law

A. Preliminary Issue

Respondent contends that the complaint in this case should be dismissed because the General Counsel failed to serve either the unfair labor practice charge or the complaint on the Respondent in the manner specified in the Authority's Rules and Regulations. More specifically, the Respondent asserts that section 2429.27(b) of the Authority's Rules and Regulations requires service of these documents to be made by certified mail or in person, but that neither method was used in this case. Accordingly, the Respondent contends, it is too late for service to be effectuated consistent with such Rules and Regulations, and thus the complaint must be dismissed. I disagree.

Section 7118(a)(4)(A) of the Statute requires that an unfair labor practice charge be filed with the Authority no later than 6 months after the alleged occurrence. There is no dispute in this case that the Union properly and timely filed its charge with the Authority. While it is true that the Respondent was not served with the charge by certified mail or in person, it did receive a copy from the Union by "guard" mail and another copy from the Authority's San Francisco Region by regular mail. Respondent admittedly received both copies in a timely manner and had a full opportunity to state its position to the representatives of the General Counsel while the charge was being investigated and prior to issuance of a complaint. In short, the Respondent does not allege that it was prejudiced at all by the way that the charge was served.

Similarly, the Respondent concedes that it suffered no prejudice as a result of having been served with the complaint

by regular rather than certified mail. It acknowledges that the complaint was received in a timely fashion that permitted adequate time to prepare for and participate in the unfair labor practice hearing. Under these circumstances, I conclude that the complaint in this case was properly before me despite the General Counsel's failure to serve the complaint on the Respondent by certified mail or in person as prescribed by the applicable Rules and Regulations. As the Authority has found, if the issuance and the contents of a complaint are in compliance with the Rules and Regulations of the Authority, the complaint is valid. *See U.S. Department of Commerce, Bureau of the Census, Washington, D.C. and Bureau of the Census, Data Preparation Division, Jeffersonville, Indiana*, 43 FLRA 272, 282-83 (1991).

Contrary to the Respondent's assertion, a finding that the charge and complaint were not served in accordance with the Authority's Rules and Regulations would not require dismissal of the complaint. That is, since the charge was properly and timely filed with the Authority, and there is no statutory time limit on the issuance of a complaint based on a timely charge, any imperfection in the method of service could be cured at any time. Where no prejudice of any kind has resulted from the method of service, however, I find that no purpose would be served by requiring service to be effectuated in accordance with section 2429.27(b) of the Authority's Rules and Regulations.[9]

The cases cited by the Respondent are inapposite here. They involve agency head disapprovals of locally negotiated agreements where the issue of timely service on the Union has a statutory significance that is absent in this case. Thus, if an agency head disapproval is not served on the union within 30 days from the date that the local agreement was executed, *as required by the Statute*, the agreement takes effect automatically and is binding on the parties by virtue of section 7114(c)(3), and the Authority is required to dismiss a union's subsequent negotiability appeal seeking to challenge the agency head's untimely disapproval. *See, for example, American Federation of Government Employees, National Mint Council and U.S. Department of the Treasury, Bureau of the Mint, San Francisco, California*, 41 FLRA 1004, 1009-10 (1991). By contrast, the failure or untimeliness of service on the Respondent in this case would have no similar consequences, as long as no prejudice thereby resulted.

9 In any event, as I read section 2429.27(b), the purpose for requiring service by certified mail or in person is to create a written proof of service in the event of a later dispute over the timeliness of such service. Thus, the second sentence of section 2429.27(b) states that "[a] return post office receipt or other written receipt executed by the party or person served shall be proof of service." Where no dispute exists that timely service was effectuated, the failure to serve by certified mail or to have any other written proof of service becomes irrelevant.

Accordingly, I shall proceed to consider the substance of the complaint.

B. Respondent Held a Formal Discussion Concerning a Grievance on October 31 Without Notifying the Union

The complaint alleges that the Respondent violated section 7116(a)(1) and (8) of the Statute by conducting a formal discussion with a unit employee concerning his EEO complaint under section 7114(a)(2)(A) without notice to the Union. I find that the record evidence supports the allegation.

It is well established that a union has the right to be represented at a formal discussion between management and one or more unit employees concerning any grievance or any personnel policy or practice or other general condition of employment, within the meaning of section 7114(a)(2)(A) of the Statute, in order to safeguard its interests and the interests of bargaining unit employees as viewed in the context of the union's full range of responsibilities under the Statute. *General Services Administration*, 50 FLRA 401, 404 (1995); *U.S. Department of Justice, Bureau of Prisons, Federal Correctional Institution (Ray Brook, New York)*, 29 FLRA 584, 588-89 (1987), *aff'd sub nom. American Federation of Government Employees, Local 3882 v. FLRA*, 865 F.2d 1283 (D.C. Cir. 1989).

It is equally well settled that all four elements of section 7114(a)(2)(A) must be satisfied in order to establish a union's right to be represented. That is, (1) there must be a discussion (2) which is formal (3) between one or more unit employees and management representatives (4) concerning a grievance or any personnel policy or practices or other general condition of employment. *Defense Logistics Agency, Defense Depot Tracy, Tracy, California*, 39 FLRA 999, 1012 (1991). It is undisputed here that a unit employee (Leader) met with a management official (General Counsel Lundstrom) on October 31, 1994, to discuss and resolve a formal EEO complaint filed by Leader. While the Respondent contends that such a complaint does not constitute a "grievance" within the meaning of section 7114(a)(2)(A) of the Statute, Authority

decisions find that it does.[10] Accordingly, the remaining question is whether Lundstrom's discussion with Leader concerning the EEO complaint was "formal" within the meaning of section 7114(a)(2)(A) of the Statute. For the reasons stated below, I conclude that it was.

In deciding whether a discussion or meeting is formal under section 7114(a)(2)(A), the Authority considers the totality of the facts and circumstances of the case. *Marine Corps Logistics Base, Barstow, California*, 45 FLRA 1332, 1335 (1992). Among other factors, the Authority examines: (1) whether the person who held the meeting is a first-level supervisor or is higher in the management hierarchy; (2) whether any other management representatives attended; (3) where the meeting took place;
(4) how long the meeting lasted; (5) how the meeting was called; (6) whether a formal agenda was established; (7) whether employee attendance was mandatory; and (8) the manner in which the meeting was conducted. *Id.; see also U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management, Chicago, Illinois*, 32 FLRA 465, 470 (1988).

In this case, the record shows that Lundstrom, the individual who held the meeting, was the Respondent's General Counsel rather than Leader's first-level supervisor, and generally did not get involved in settling EEO matters but allowed lower-level management representatives to do that work. The meeting was held in Lundstrom's office, located 12 miles from Leader's workplace, and while no other management representatives were present, the Respondent's Deputy EEO Director had attended the two prior meetings concerning Leader's EEO complaint which led to its resolution on October 31. The meeting was called by Lundstrom, who telephoned Leader's immediate supervisor for the express and exclusive purpose of having Leader come to his office to discuss and resolve the pending EEO complaint. Leader was never advised that he had the discretion not to set a time to meet with

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See Nuclear Regulatory Commission, 29 FLRA 660, 662 (1987)("An EEO complaint meets the definition of 'grievance' within the broad definition of that term in section 7103(a)(9) of the Statute and, therefore, under 7114(a)(2)(A)."); *U.S. Department of Veterans Affairs, Washington, D.C.*, 48 FLRA 991, 1005 (1993)(same). *See also U.S. Department of Justice, Bureau of Prisons, Federal Correctional Institution (Ray Brook, New York)*, 29 FLRA 584, 589-90 (1987), in which the Authority, adopting the D.C. Circuit's decision in *NTEU v. FLRA*, 774 F.2d 1181 (D.C. Cir. 1985) and rejecting the Ninth Circuit's decision in *Internal Revenue Service, Fresno Service Center, Fresno, California*, 706 F.2d 1019 (9th Cir. 1983), returned to its original determination in *Fresno Service Center*, 7 FLRA 371 (1981) that a meeting held to attempt resolution of an individual employee's complaint of discrimination may constitute a formal discussion concerning a grievance within the meaning of section 7114(a)(2)(A) of the Statute.

Lundstrom,[11] and the record shows that such a meeting was mandatory if Leader wanted to settle his EEO complaint. The meeting on October 31 lasted approximately 15-20 minutes, the same amount of time as the prior meetings on October 13 and 17. The only subject discussed was settlement of Leader's EEO complaint, with Lundstrom reading and explaining the previously prepared formal settlement agreement to Leader, at the conclusion of which Leader signed it. Under these circumstances, I conclude that the October 31 meeting constituted a "formal discussion" within the meaning of section 7114(a)(2)(A).

C. The Union Never Waived the Right to be Represented at the October 31 Meeting

I reject the Respondent's contention that Boyce was not notified of and therefore did not attend the October 31 meeting on behalf of the Union solely because he told Lundstrom at the conclusion of the previous meeting on October 17 that there was no need for him to attend if Leader's EEO complaint were settled on the terms already discussed. As noted earlier, I have credited Boyce's testimony that he never made such statements to Lundstrom. I find it highly unlikely that Boyce, who attended both meetings at which Leader's EEO complaint was discussed and who had a strong interest in knowing how the matter was resolved in light of his responsibility to personally represent another unit employee in a pending EEO matter, would simply choose to absent himself while two important issues in the Leader case remained pending. Thus, at the conclusion of the October 17 meeting, Lundstrom had offered Leader 68 hours of overtime at the rate of $20 per hour, a total of $1,360, while Leader had offered to compromise by reducing his original demand to 130 hours at the rate of $28.65 per hour, a total of $3,724.50. Since the Respondent's offer was only 36% of what Leader had offered to accept as a compromise of his claim, I conclude that Boyce would not have viewed the matter as having reached the point of settlement.[12]

Accordingly, I further conclude that the Respondent had the obligation to notify Boyce of the October 31 formal

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Leader's only discretion was to determine when the meeting would take place, since he was in a "line" position and could not be called away from his job very readily. While Lundstrom let Leader set the date and time of the meeting, his directive to Leader's supervisor was to have Leader call Lundstrom's office to set up the meeting. Leader had no discretion in that regard.

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Lundstrom's agreement to pay Leader at the rate of $28.65 per hour, as Leader had requested, occurred after the October 17 meeting had concluded, and therefore well after Boyce was supposed to have waived the Union's right to be represented at future meetings.

discussion concerning Leader's EEO complaint, and that its failure to do so constituted a violation of section 7116(a)(1) and (8) of the Statute as alleged.

D. The Appropriate Remedy

Neither the GC of the FLRA nor the Union is seeking a rescission of the "Negotiated Settlement Agreement" signed by Leader and dated October 31, 1994. Instead, the General Counsel requests that the Respondent be ordered to cease and desist from engaging in similar unfair labor practices and to post an appropriate Notice signed by the Commanding Officer at the Respondent's facility. I conclude that the requested order is appropriate to remedy the unfair labor practice found herein. Accordingly, it is recommended that the Authority issue the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, the Marine Corps Logistics Base, Barstow, California, shall:

1. Cease and desist from:

(a) Conducting formal discussions with bargaining unit employees represented by the American Federation of Government Employees, Local 1482, AFL-CIO, the agent of the employees' exclusive bargaining representative, without first notifying the Union and affording it the opportunity to be represented at such formal discussions, concerning any grievance or any personnel policy or practices or other general condition of employment, including meetings at which formal EEO complaints are resolved.

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

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

(a) Post at its facility in Barstow, California, 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 Commanding Officer and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin

boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(b) Pursuant to section 2423.30 of the Authority’s Rules and Regulations, notify the Regional Director of the San Francisco Regional Office, Federal Labor Relations Authority, in

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Marine Corps Logistics Base, Barstow, California violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this notice.

We hereby notify our employees that:

WE WILL NOT conduct formal discussions with bargaining unit employees represented by the American Federation of Government Employees, Local 1482, AFL-CIO, the agent of our employees' exclusive bargaining representative, without first notifying the Union and affording it the opportunity to be represented at such formal discussions concerning any grievance or any personnel policy or practices or other general condition of employment, including meetings at which formal EEO complaints are resolved.

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

____
(Agency)

Dated: _________________ By: ______________________________
(Signature) (Title)

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

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, San Francisco Region, Federal Labor Relations Authority, whose address is: 901 Market Street, Suite 220, San Francisco, California 94103, and whose telephone number is: (415) 744-4000.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by SAMUEL A. CHAITOVITZ, Chief Administrative Law Judge, in Case No. SF-CA-50392 were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

Commandant of the Marine Corps (MPL)
Attn: Henry Noonan, Esq.
Headquarters, U.S. Marine Corps
Washington, DC 20380-0001

John R. Pannozzo, Jr., Esq.
Federal Labor Relations Authority
901 Market Street, Suite 220
San Francisco, CA 94103

Dale E. Boyce, President
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Box 111482
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REGULAR MAIL:

Esther V. Gonzales, Head, Labor and
Employee Relations Civilian
Personnel Management
Marine Corps Logistics Base
Barstow, CA 92311

National President
American Federation of Government
Employees, AFL-CIO
80 F Street NW
Washington, DC 20001

Dated: March 1, 1996
Washington, DC