64 FLRA No. 117

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1547
(Union)

and

UNITED STATES
DEPARTMENT OF THE AIR FORCE
LUKE AIR FORCE BASE, ARIZONA
(Agency)

0-NG-2937

DECISION AND ORDER
ON NEGOTIABILITY ISSUES

April 7, 2010

Before the Authority: Carol Waller Pope, Chairman, and Thomas M. Beck and Ernest DuBester, Members [1]

I. Statement of the Case

This case is before the Authority on a negotiability appeal filed by the Union under § 7105(a)(2)(E) of the Federal Service Labor-Management Relations Statute (the Statute), and concerns the negotiability of three proposals relating to the use of Agency dining facilities by bargaining unit employees. [2] The Agency filed a statement of position (SOP), to which the Union filed a response.

For the reasons that follow, we find that the proposals are within the duty to bargain.

II. Background

The Agency operates clubs that are affiliated with certain base dining facilities: Club Thunderbolt (Thunderbolt) and the Desert Star Club (Desert Star). [3] *See* Petition for Review (Petition) at 4; *see also* SOP at 2. The Agency permits only those civilian employees with a pay grade of General Schedule (GS) 7 or higher to eat at the Thunderbolt dining facility. *See* Petition at 4. All civilian employees, regardless of their pay grade, may eat at the Desert Star dining facility. *See id.* Civilian employees may eat at the facilities even if they are not club members; however, members enjoy discounted meal prices. *See id.* (citing Ex. 4). Employees desiring club membership must first apply for a credit card with a private company in order to pay for membership dues. *See id.* at 5. The credit card application requires employees to provide their Social Security numbers to the private company. *See id.*; *see also id.,* Ex. 5 at 1.

Acting pursuant to an internal regulation, the Agency announced that it would use civilian pay grades to determine the price of club membership. [4] *See* Petition at 4; *see also* Response at 6 (citing Air Force Instruction (AFI) 34-272). Prior to this announcement, the Agency charged civilian employees $19.00 per month for Thunderbolt membership and $9.00 per month for Desert Star membership. *See* Petition at 4. Following the announcement, the Agency required all civilian employees with a pay grade of GS-7 or higher to pay $19.00 per month for club membership at either facility. *See id.* at 4. The Agency also established the price of club membership for employees with a pay grade of GS-6 or lower as $9.00 per month. *See id.*

The Agency also operates the Ray V. Hensman Dining Facility (Chow Hall) and the Falcon Inn (Falcon). *See id.* at 6. Two to three years prior to the filing of the Petition, and acting pursuant to an internal regulation, the Agency announced that it would allow only military personnel and their guests to access the aforementioned mess halls. [5] *See id.* The parties dispute whether the Agency ever permitted civilian employees

1. Member Beck's dissenting opinion is set forth at the end of this decision.

2. At the post-petition conference, the Union clarified that the correct number of proposals in dispute are three. *See* Record of Post-Petition Conference at 1.

3. Although the SOP contends that the base operates only "one club system, with two separate" dining facilities, this distinction is immaterial for determining the negotiability of the Union's proposals. *See* SOP at 2. In its response to the Agency's SOP, the Union stated that the Agency had closed the Desert Star's dining facility. *See* Union's Response at 2 (citing Ex. 3). However, the exhibits provided by the Union establish only that lunch will no longer be served at the Desert Star. *See id.*, Ex. 3 at 1.

4. AFI 34-272, Ch. 1.13, Membership Dues, states, "The installation commander sets the dues rates." Union's Response, Ex. 6 at 2.

5. AFI 34-239, Attach. 3, A3.4., "Civilians," states:

> Generally, permanent party civilian members of the [Department of Defense (DoD)] component are not authorized to use the enlisted dining facility. The installation commander may authorize DoD civilians to eat meals in the dining facility after determining other facilities, including [non-appropriated fund] food activities, base exchange cafeteria, and base restaurant, are not available, adequate, or readily accessible to the duty location.

SOP, Attach. 3 at 25.

to eat at the mess halls. *See* Record of Post-Petition Conference (Record) at 3; Petition at 6; SOP at 2.

III. Proposals

Proposal 1

Bargaining unit employees can join the club of their choosing, regardless of pay grade. All bargaining unit employees will pay the same membership price of $9.00 a month.

Proposal 2

Bargaining unit employees do not have to apply for any credit card(s) to join the clubs at Luke AFB. Bargaining unit employees do not have to give their [S]ocial [S]ecurity numbers to join the clubs.

Proposal 3

Bargaining unit employees will be allowed to use the [Chow Hall] and the [Falcon]. There will be no surcharges, assessments, or adjustments of any other name or type to the prices paid by bargaining unit employees. Bargaining unit employees will pay the same prices charged to other Luke [AFB] personnel.

Petition at 3, 5, 6.

IV. Meaning of the Proposals

A. Proposal 1

The parties agree that Proposal 1 would allow bargaining unit employees to join either the Thunderbolt or the Desert Star Club, regardless of their pay grade, and that bargaining unit employees would pay $9.00 per month for club membership, regardless of which club they join. *See* Record at 2.

B. Proposal 2

The parties agree that Proposal 2 would allow bargaining unit employees to obtain club membership without having to apply for a credit card with a private company or provide their Social Security numbers to that company. *See id*.

C. Proposal 3

The parties agree that Proposal 3 would allow bargaining unit employees to eat at either mess hall without "surcharges, assessments, or adjustments," which the Union defines as "charges beyond the meal cost." *See id*. at 2-3.

V. Proposal 1

A. Positions of the Parties

1. Union

The Union argues that Proposal 1 concerns a condition of employment, and is therefore within the Agency's duty to bargain, because Authority precedent establishes that the prices and availability of dining facilities and other military base facilities concern conditions of employment. *See* Response at 2-3 (citations omitted). The Union also asserts that the Agency is required to bargain because it exercised its discretion under an internal Agency regulation to change the rules for club membership. *See id.* at 6 (citations omitted).

2. Agency

The Agency argues that Proposal 1 is not within the duty to bargain because it does not concern a condition of employment. *See* SOP at 1. The Agency contends that a particular activity concerns a condition of employment only if a "direct relationship" exists between the activity and the bargaining unit employees' work situation or employment relationship. *Id.* at 2 (citation omitted). The Agency argues that no direct relationship exists between club membership and the unit members' employment relationship. *Id.* The Agency also contends that the proposal does not concern a condition of employment because employees have other dining options available to them. Finally, the Agency asserts that Proposal 1 is not within the duty to bargain because it concerns a working condition, rather than a condition of employment. *See id.* at 1. The Agency contends that the Statute distinguishes between "working conditions" and "conditions of employment," and that changes in the former are not within the duty to bargain. *See id.* at 1-2 (citing *U.S. Dep't of Labor, Occupational Safety & Health Admin., Region 1, Boston, Mass.*, 58 FLRA 213, 216-17 (2002) (Concurring Op. of Chairman Cabaniss)).

B. Analysis and Conclusions

The parties dispute whether Proposal 1 concerns a condition of employment. Section 7103(a)(14) of the Statute defines "conditions of employment," with exclusions not relevant here, as "personnel polices, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions[.]" The Authority has held that bargaining proposals related to food prices and food services concern conditions of employment and are, therefore, within the duty to bargain. *See, e.g.*, *IFPTE, Local 35,* 54 FLRA 1377, 1381 (1998) (Member Wasserman concurring) (finding pro-

posal designating the location of a McDonald's restaurant to be negotiable); *Antilles Consol. Edu. Ass'n*, 46 FLRA 625, 629-30 (1992) (finding, despite Agency's contentions that other options were sufficient, a direct connection between employees' exchange privileges and their work situations, in part because proposal "would enable employees to purchase a wider variety of food items for consumption during the duty day"); *Dep't of Veterans Affairs, Veterans Admin. Med. Ctr., Veterans Canteen Serv., Lexington, Ky.,* 44 FLRA 179, 189 (1992) (finding direct connection between unit employees' work situation and availability of particular break-room vending machines, in part because Agency's other snack machines did not provide cups with ice and did not include a sandwich maker); *NAGE, Local R1-144,* 43 FLRA 1331, 1332, 1345-46 (1992) (*NAGE*) (finding proposals regarding cafeteria's seating capacity; hours of operation; inventory of snack foods; pricing of leftovers; use of fresh produce; posting of signs concerning any "frozen, canned, or dried products[;]" provision of "'chilled' water equivalent to Crystal Spring in quality and taste[;]" number of microwaves; prohibition on disposable utensils and plates; and location all to be negotiable); *AFGE, Local 2614*, 43 FLRA 830, 833-34 (1991) (finding proposal to expand post exchange privileges to be negotiable, in part because unit employees had a "half hour limitation" on lunch periods); *Dep't of the Treasury, IRS (Wash., D.C.),* 27 FLRA 322, 325 (1987) (finding conditions of employment to include the price of break-room snack foods and the availability of a refrigerator). Applying this ample precedent, we find that Proposal 1 concerns a condition of employment and is therefore within the duty to bargain.

Proposal 1 would allow bargaining unit employees to: (1) join either club, regardless of their pay grade; and (2) obtain club membership for nine dollars. The first part of the proposal, allowing all bargaining unit employees to access both club dining facilities, concerns a condition of employment because it involves the provision of food services. *See NAGE,* 43 FLRA at 1345 (proposals related to provision of food services are generally within duty to bargain). The second part of the proposal would allow all bargaining unit employees to become club members for one fixed price. As stated above, club membership affects the price employees pay for meals at the dining facilities; club membership, therefore, concerns the pricing of food available to bargaining unit employees. As a result, consistent with Authority precedent, the second part of the proposal concerns a condition of employment. [6] *See id.* at 1347 (proposals regarding the pricing of food are generally within the duty to bargain). Because both parts of Proposal 1 concern conditions of employment, the proposal as a whole is within the duty to bargain, and the Agency's arguments as to why Proposal 1 does not concern a condition of employment are unpersuasive.

First, the Agency cites *Int'l Ass'n of Fire fighters, AFL-CIO, CLC, Local F-116*, 7 FLRA 123, 125 (1981), for the proposition that an activity concerns a condition of employment when it directly relates to unit employees' work situation or employment relationship. *See* SOP at 2. The Agency then contends that Proposal 1 does not directly relate to unit employees' employment relationship, and, therefore, the Agency asserts that the proposal does not concern a condition of employment.

The Agency's analysis is incomplete. An activity may concern a condition of employment not only when it directly relates to the employment relationship, but also when it directly relates to the *work situation* of unit employees. Proposal 1 concerns the prices and provision of food services, and because such matters directly relate to the work situation of unit employees, the Authority has repeatedly held that proposals "pertaining to the availability and provision of food services for bargaining unit employees *are within the mandatory scope of bargaining*." *NAGE,* 43 FLRA at 1345-46 (emphasis added). Stated differently, if an issue relates to the "availability and provision of food services[,]" then an agency is required to bargain over that issue. *Id.* Moreover, because the Agency does not address whether the proposal directly relates to the unit employees' work situation, the Agency's contention that the proposal does not directly relate to the unit employees' employment relationship is plainly insufficient to establish that Proposal 1 is outside the duty to bargain. *See* SOP at 2.

Second, negotiability precedent concerning dining conditions and pricing belies the Agency's contention that, because bargaining unit employees have alternatives for obtaining food, proposals involving dining options do not concern conditions of employment. *See AFGE v. FLRA,* 866 F.2d 1443, 1445 (D.C. Cir. 1989) (access to post exchange facility concerned conditions

6. Although the dissent notes that a discount on food prices is merely one benefit of club membership, the Authority has never held that a proposal affecting food prices is rendered nonnegotiable because the proposal would confer other benefits on unit members as well. In this regard, the dissent does not deny that club members pay lower prices for food at the clubs. Therefore, club membership directly affects food prices. *IFTPE, Local 11*, 44 FLRA 302 (1992) (*IFTPE*), cited by the dissent, is distinguishable because it concerned proposals that the Authority found did "*not address* the provision of food services" *at all*. *Id.*, 44 FLRA at 309 (emphasis added).

of employment even though other options were available).[7] Thus, the availability of other dining options is not determinative of this matter.

Third, the Agency's assertion that Proposal 1 is outside the duty to bargain because it concerns only a "working condition" is misplaced because the Statute creates no substantive distinction between "working conditions" and "conditions of employment" as those terms are practically applied. *U.S. Dep't of the Air Force, 355th MSG/CC, Davis-Monthan Air Force Base, Ariz.*, 64 FLRA 85, 90 (2009). Therefore, even if Proposal 1 concerns only a "working condition," that would not be a sufficient justification for finding that the proposal is not within the duty to bargain.

Based on the foregoing, we find that Proposal 1 concerns conditions of employment, and it is, therefore, within the duty to bargain.

VI. Proposal 2

A. Positions of the Parties

1. Union

As with Proposal 1, the Union argues that Proposal 2 concerns a condition of employment, and is therefore within the Agency's duty to bargain, because the method for joining a club affects whether bargaining unit employees may obtain club membership. Club membership, in turn, affects the price that bargaining unit employees pay for meals. *See* Response at 2-3. The Union also asserts that the Agency is required to bargain because it exercised its discretion under an internal regulation to implement the credit card requirement for club membership. *See id.* at 6.

2. Agency

As with Proposal 1, the Agency contends that Proposal 2 does not concern a condition of employment because there is no direct relationship between the activity covered by Proposal 2 and the employment relationship, and because other dining options are available. *See* SOP at 2. The Agency also asserts that Proposal 2 concerns a working condition and is, therefore, not within the Agency's duty to bargain. *See id.* at 1.

B. Analysis and Conclusions

Proposal 2 would allow bargaining unit employees to apply for club membership without: (1) obtaining credit cards; and (2) providing their Social Security numbers. Whether a bargaining unit employee applies for a credit card and provides a Social Security number affects whether that employee can obtain club membership; as stated above, club membership affects the price employees pay for meals at the dining facilities. Consequently, as the application process affects the membership process, the application process, in turn, affects the price bargaining unit employees pay for meals. For the reasons stated in regard to Proposal 1, under Authority precedent, Proposal 2 concerns a condition of employment. *See, e.g.*, *NAGE,* 43 FLRA at 1347. The Agency's arguments as to why Proposal 2 does not concern a condition of employment are the same arguments considered, and rejected, above. Therefore, those arguments do not provide a basis for finding that Proposal 2 is outside the duty to bargain.

Based on the foregoing, we find that Proposal 2 concerns a condition of employment, and it is within the duty to bargain.

VII. Proposal 3

A. Positions of the Parties

1. Union

As with Proposals 1 and 2, the Union argues that Proposal 3 concerns a condition of employment, and is, therefore, within the duty to bargain because Authority precedent establishes that the pricing and availability of dining facilities are conditions of employment. *See* Response at 2-3 (citations omitted). Further, the Union contends that the availability of the mess halls concerns

7. Like the Agency, the dissent relies on the fact that employees have other options for obtaining food besides the clubs. Dissent at fn.1. However, the Authority has repeatedly, and squarely, rejected similar arguments. *See, e.g.*, *SEIU, Local 556*, 49 FLRA 1205, 1206 (1994) (rejecting agency contention that proposal was nonnegotiable because "adequate shopping facilities [exist] 'within a reasonable commuting distance' from the [a]gency's facilit[ies]"); *AFGE*, *Local 1786*, 49 FLRA 534, 536 (1994) (rejecting argument that proposal was nonnegotiable because "there [were] adequate shopping facilities within close proximity of the Agency's facilit[ies]"); *Antilles Consol. Edu. Ass'n*, 46 FLRA 625, 629-30 (1992) (rejecting agency claim that other on-base dining options were sufficient and finding proposal negotiable because it "would enable employees to purchase a wider variety of food items for consumption during the duty day"); *NAGE, Local R1-144*, 43 FLRA 1331, 1335 (1992) (rejecting agency argument that because, "for years[,] employees ha[d] utilized other available food sources[,]" proposal should be found nonnegotiable); *AFGE, Local 2614*, 43 FLRA 830, 831 (1991) (rejecting agency contention that, because there were "private sector shopping alternatives . . . near the employees['] homes and [workplaces,]" proposal granting teachers access to post exchange should be found nonnegotiable). The dissent asserts that, in cases such as *AFGE, Local 1896* and *Antilles*, the Authority considered the availability of other options as one of many factors for determining negotiability. Although that assertion is accurate, it does not detract from the fact that the Authority repeatedly has rejected arguments that the availability of other options rendered proposals nonnegotiable.

a condition of employment because bargaining unit employees have limited dining options. *See id.* at 6-7. In addition, as with Proposals 1 and 2, the Union argues that the Agency was required to negotiate before it exercised its discretion under an internal regulation to prohibit civilian employees from accessing the mess halls.

2. Agency

The Agency argues that Proposal 3 does not concern a condition of employment because the Agency does not have a past practice of allowing civilian employees to eat at the mess halls. *See* SOP at 2. The Agency further asserts that bargaining unit employees have other dining options available. *See id.* at 2-3; *id.*, Ex. 6 at 1. As with Proposals 1 and 2, the Agency also asserts that Proposal 3 is not within the duty to bargain because it concerns a working condition. *See id.* at 1.

B. Analysis and Conclusions

Proposal 3 would allow all bargaining unit employees to: (1) eat at both base cafeterias; and (2) eat at the cafeterias without paying any "surcharges, assessments, or adjustments." As the first part of the proposal would afford all bargaining unit employees the right to eat at dining facilities at their place of employment, it concerns a condition of employment. *See NAGE,* 43 FLRA at 1345. Because the second part of the proposal concerns the price bargaining unit employees would pay for meals at dining facilities, for the reasons enumerated with respect to Proposals 1 and 2, it also concerns a condition of employment. *See id.* at 1347. The foregoing establishes that Proposal 3, as a whole, concerns conditions of employment.

The Agency's argument that Proposal 3 is not within the duty to bargain because the Agency does not have a past practice of allowing civilian employees the right to eat at its cafeterias is unavailing. The Authority examines the existence of past practices in "close cases" when it is unclear whether a matter concerns a condition of employment. *AFGE, Local 12*, 60 FLRA 533, 534 (2004) (Member Armendariz concurring) (citation omitted). As stated above, if a matter involves the prices or provision of food services at the bargaining unit members' place of employment, then an agency generally must bargain over that matter. *NAGE,* 43 FLRA at 1345-46. This proposal is not exceptional in any way that would justify a deviation from that general proposition. Proposal 3 concerns the prices and provision of food services; the Agency, therefore, is required to bargain over the proposal. *See id.* The proposal, accordingly, does not involve a "close case[ ]" that would require us to examine the Agency's past practices. As the Agency's remaining arguments are the same arguments that we rejected above, they also fail to provide a basis for finding Proposal 3 outside the duty to bargain.

Based on the foregoing, we find that Proposal 3 concerns conditions of employment, and it is, therefore, within the duty to bargain.

VIII. Order

The Agency shall, upon request or as otherwise agreed to by the parties, negotiate with the Union over the proposals. [8]

8. In finding all three proposals within the duty to bargain, we make no judgments as to their merits.

Member Beck, Dissenting:

To fall within an agency's duty to bargain, Union proposals must not only pertain to bargaining unit employees but also must establish a "direct connection" to the employees' work situation or employment relationship. *Antilles Consolidated Education Ass'n* 22 FLRA 235, 237 (1986). *See also Antilles Consol. Education Ass'n*, 46 FLRA 625, 629 (1992) (citing *AFGE Local 2761 v. FLRA*, 866 F.2d 1443, 1445 (D.C. Cir. 1989)).

The Majority concludes that all three proposals in this case concern conditions of employment and fall within the duty to bargain because they relate directly to the availability and pricing of food. Unlike my colleagues, I conclude that the proposals do not directly concern either the availability or pricing of food.

On the same day that the Agency declared the proposals (affecting membership at two military clubs) to be non-negotiable, the parties negotiated a separate Memorandum of Understanding that specifically established *the price of meals* to be paid by members and non-members at the clubs. The MOU stipulated that its terms "fulfill[ed] the bargaining obligations [of the Agency and the Union]." *See* Union Response, Ex. 2.

The plain wording of Proposal 1 indicates that it concerns membership at the two military clubs rather than the availability or pricing of food. The Union explains that Proposal 1 would allow bargaining unit employees to "join" their choice of one of the two clubs (Petition at 3; Record of Post-Petition Conference at 2) and would also require the Agency to establish for bargaining unit employees a unique membership rate ($9.00 regardless of pay grade) that would not be available to other members. Petition at 3.

The Majority concludes that both parts of Proposal 1 concern a condition of employment because membership affects the price of food. To be sure, a discounted lunch price is one benefit of membership at these clubs. However, that is only one small facet of the myriad of benefits that are extended to club members. Other benefits include social hours; bachelor specials; mens' and ladies' nights; barbershop services; events for local businesses and community organizations; wedding receptions; birthday, promotion, and anniversary parties; and catered events including customized floral arrangements and centerpieces. Petition, Ex. 2. None of these benefits relates directly to the pricing of food or directly relates to the work situation of bargaining unit employees.

Proposal 1 (as well as Proposal 2 discussed below) is similar to the proposals in *IFPTE, Local 11*. 44 FLRA 302 (1992) (*IFPTE*). In that case, the union proposed that the agency waive a debt owed by a non-appropriated food facility that provided meal services to employees. *Id*. at 305. The union argued that the proposal related to a condition of employment (the provision of food services and the pricing of food) because the proposal would stabilize the facility's financial condition, which in turn would allow the facility to continue to provide "quality services and lower food prices" to employees. *Id.* at 309. The Authority rejected the union's arguments and found that the proposal did not fall within the agency's duty to bargain because it primarily concerned the facility's financial condition rather than the provision of food services. *Id.* at 309-10.

Similarly, any connection between Proposal 1 and the availability and pricing of food is incidental, not direct. Proposal 1 concerns membership, whereas the contemporaneously-negotiated MOU concerns the price of food.

Proposal 2 would allow bargaining unit members to apply for membership without applying for a credit card and without providing a Social Security number as part of the credit card application – two prerequisites that are required of all other applicants. Petition at 5. This proposal's primary concern is membership. Therefore, for the same reasons discussed above in regard to Proposal 1, I conclude that any connection between Proposal 2 and the availability and pricing of food is incidental and not direct.

Proposal 3 would allow bargaining unit employees access to military "chow halls" that are operated with appropriated funds and "are restricted to *only military and guests*." Petition at 6 (emphasis added). The proposal also exempts bargaining unit employees from any "surcharges, assessments, or adjustments of any other name or type[.]" Petition at 6. The Majority concludes again that Proposal 3 concerns the price and provision of food services and is within the Agency's duty to bargain.

The Authority has determined that civilian employee access to military cafeterias concerns a condition of employment when an Agency routinely grants access to civilian employees. *AFGE, AFL-CIO, Local 1622,* 27 FLRA 11, 14-15 (1987) (Chairman Calhoun dissenting). However, where an Agency does not grant such access, the Authority applies *Antilles* to determine whether a proposal concerning access constitutes a condition of employment. *NFFE, Local 1153,* 26 FLRA 505, 508-09 (1987) (Chairman Calhoun dissenting)

(*NFFE*). In *NFFE*, the Authority determined that a proposal that exempted employees from paying a surcharge at a military cafeteria was negotiable because the cafeteria was the "only restaurant/[dining] facility available" to employees (*Id*. at 509) when they were stationed in a remote work area that required extensive security procedures for entry and exit. *Id*. at 505. Those factors are not present here.

The Union does not dispute that other dining options are available or assert that the employees are hampered by distance or security screening. * The Union simply expresses a preference for "hot home-styled meals" that are assertedly available at the military "chow halls." Petition at 7. I cannot conclude that a preference for "hot home-styled meals" establishes a direct connection to the provision of food services. If such a preference is found to establish a direct connection here, the natural consequence is that any preference — baked as opposed to fried or grilled, low-fat as opposed to low-carbohydrate, Asian as opposed to Tex-Mex — would be subject to bargaining.

Accordingly, I cannot conclude, as does the Majority, that these proposals in these circumstances demonstrate a "direct connection" with the employees' work situation or employment relationship.

I would conclude that all three proposals are outside the duty to bargain.

*. In addition to the clubs at issue in Proposals 1 and 2, ten commercial eating establishments are available to employees on Luke AFB, another ten are located within a five-minute drive outside of the base, and "at least a dozen" more are located no further than 10-15 minutes outside of the base. Agency SOP, Ex. 6. The Majority is incorrect in asserting that the Authority has "repeatedly, and squarely, rejected" access to other food options as a factor in determining whether a proposal concerns the availability of food services. The cases cited by the Majority in footnote 7 are distinct from the circumstances here. In *AFGE, Local 1786* and *Antilles Consol. Edu. Ass'n*, the Authority considered other dining options as one among "all the factors" to be examined, and determined that the availability of other dining options was outweighed by other competing factors. *AFGE, Local 1786*, 49 FLRA 534, 540 (1994). In *AFGE, Local 1786*, the Authority concluded that access to the base exchange had a direct effect on the work situation of the employees because a "past practice" (extending shopping privileges to civilian employees) had been in place for six years. *Id*. at 540. In *Antilles*, the employees worked as teachers at an isolated military base outside of the Continental United States (*Antilles,* 46 FLRA 625, 628(1992)), and the Authority found that the availability of other dining options was outweighed by the fact that the employees had to travel "lengthy distances" from their homes and were required frequently to begin parent meetings two hours after the end of the normal work day. *Id.* at 630. In this case, however, neither past practice nor extenuating circumstance, such as isolation or extended work hours, has been established by the Union. *See also AFGE, Local 2614* (Authority rejected agency's arguments regarding shopping alternatives near employees' homes because of work site at remote naval base (outside of the Continental United States), teachers were restricted to a thirty minute lunch break, and no snack bar or restaurant facilities were available).