

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

UNITED STATES DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION DALLAS, TEXAS Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2139, NATIONAL COUNCIL OF FIELD LABOR LOCALS Charging Party	Case No. DA-CA-02-0095

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves her 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. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **FEBRUARY 18, 2003**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
607 14th Street, NW, Suite 415
Washington, DC 20424

SUSAN E. JELEN
Administrative Law Judge

Dated: January 17, 2003

Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM

DATE: January 17, 2003

TO: The Federal Labor Relations Authority

FROM: SUSAN E. JELEN
Administrative Law Judge

SUBJECT: UNITED STATES DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH
ADMINISTRATION, DALLAS, TEXAS

Respondent

and

Case No. DA-CA-02-0095

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO, LOCAL 2139,
NATIONAL COUNCIL OF FIELD LABOR LOCALS

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations 5 C.F.R. § 2423.34(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

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C.

UNITED STATES DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION DALLAS, TEXAS <p style="text-align: center;">Respondent</p>	
<p style="text-align: center;">and</p> AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2139, NATIONAL COUNCIL OF FIELD LABOR LOCALS <p style="text-align: center;">Charging Party</p>	<p style="text-align: center;">Case No. DA-CA-02-0095</p>

Shannon Rivers, Esq.
For the General Counsel

Pamela Gibbs, Esq.
For the Respondent

Clifford McCord
For the Charging Party

Before: SUSAN E. JELEN
Administrative Law Judge

DECISION

Statement of the Case

This case arises out of an unfair labor practice charge filed by the American Federation of Government Employees, AFL-CIO, Local 2139, National Council of Field Labor Locals (the Union) against the United States Department of Labor, Occupational Safety and Health Administration, Dallas, Texas (the Respondent and OSHA), as well as a Complaint and Notice of Hearing issued by the Regional Director of the Dallas Region of the Federal Labor Relations Authority (FLRA). The complaint alleged that the Respondent violated section 7116 (a) (1), (5) and (8) of the Federal Service Labor-Management

Relations Statute (the Statute), 5 U.S.C. § 7116(a)(1), (5) and (8), by failing and refusing to provide the Union with certain requested information. Respondent's Answer denied that it violated the Statute as alleged in the complaint.

A hearing in this matter was held in Dallas, Texas on September 10, 2002. The parties were represented and afforded a full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses and file post-hearing briefs. The General Counsel filed a timely brief. The Respondent filed a motion to file a brief out of time, which was denied.

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.

Statement of the Facts

The American Federation of Government Employees, AFL-CIO (AFGE) is the exclusive representative of a unit of employees appropriate for collective bargaining at Respondent. The Union is an agent of the AFGE for representing unit employees at Respondent. (G.C. 1(b), 1 (g); Tr. 13-14).

On September 27, 2001, Clifford L. McCord, Union steward, filed a step 1 grievance on behalf of Zeola P. Massey, a bargaining unit employee. The grievance alleged numerous violations of the parties' collective bargaining agreement with regard to recordkeeping duties listed on Massey's position description. (Tr. 19-20, 40-41, 91, 101-102; Jt. Ex. 1) According to the Respondent, public employers are required by law to keep records of safety violations and safety accidents that occur in the workplace, and which are recorded on OSHA forms. OSHA trains new employees, as well as presenting requested training for outside employers, on OSHA laws and regulations, including the recordkeeping laws. (Tr. 87-88) Although such recordkeeping duties were listed in Massey's position description as a GS-12 Training Administrator since 1997, she had not performed such duties since 1997 when she was requested to do so in April 2001.

Respondent, through Jim Duermeyer, Assistant Regional Administrator, OSHA, denied the grievance at the first step on October 10, 2001. (Tr. 21; Jt. Ex. 2) The Union elevated the grievance to the second step on October 24, 2001. (Tr. 21, 22; Jt. Ex. 3)

Also on October 24, 2001, McCord submitted a written request for information to John B. Miles, Jr., Regional Administrator, OSHA Region VI, in connection with the Massey grievance. The Union requested eight (8) specific items, as follows:

1. The Union requests a copy of Ms. Massey's position description that Mr. Duermeyer discussed with her, made notations and/or initialed the changes he approved in his meeting with her on 4/2/01.

2. The Union requests copies of all Ms. Massey's performance standards beginning with the performance appraisal period of 12/16/96 through 8/21/97, and ending with the (sic) Ms. Massey's Performance Management Plan for FY 2002.

3. The Union requests a sanitized copy of the Position Description for the Regional Office GS-13 Program Analyst position in the FSO Enforcement Program, who serves as the manager of the OSHA Region VI Recordkeeping Program.

4. Copies of all communication and guidance issued from the National Office to the Regional Office since January 1998, including memos, email, instructions, directives and announcements concerning the Agency's recordkeeping rules, regulations, changes, as well as meetings of task force and work groups, showing to whom such communication was addressed and/or directed and acted upon in the Regional Office.

5. Copies of all written correspondence, inquiries and requests for training on OSHA's recordkeeping requirements the Region has received since January 1998 to May 2001, from the National Office, employers, labor organizations, safety and health councils, VPP partners, and other stakeholders showing to whom such correspondence was addressed and or forwarded in the Regional Office, and who was assigned to respond to the request and who provided the requested service.

6. Copies of sanitized travel vouchers and itineraries from January 1998 through May 1, 2001, for Regional Office staff whose travel was for the purpose and/or was related to discussing, addressing or providing training on the Agency's recordkeeping program.

7. A copy of the National Office list of all Regional Recordkeeping Coordinators.

8. Position Descriptions for all OSHA Regional Training Officers nationwide.

(Jt. Ex. 4)¹

The Union requested that the information be provided by October 31, 2001, and stated, among other things, that the information was needed for Massey's step 2 grievance, to determine whether the Respondent violated the collective bargaining agreement, and to determine the steps the Union would take to represent Massey in her grievance. (Tr. 28, 41-42, 79-80; Jt. Ex. 4)

With regard to items 4, 5 and 6, the Union stated in its written request that the information was needed in order to determine the Respondent's past practices in assigning and holding specific employee(s) responsible for the recordkeeping duties, as evidenced by National Office and Regional Office instructions, directives and other guidance and communication on recordkeeping directed to particular employee(s) in Region VI; to determine which employee(s) were assigned to participate with task forces and other work group activities pertaining to OSHA recordkeeping requirements; and to determine the Regional Office employee (s) who were routinely assigned to travel for the purpose of responding to inquiries and requests for interpretations of recordkeeping rules, training and presentations related to OSHA' recordkeeping requirements. The information would be used by the Union to determine whether the agency violated the Contract and failed to practice acceptable Personnel Management Principles, and to determine the steps the Union would take to represent Ms. Massey in her grievance, and if deemed necessary, to prepare the case for arbitration. (Jt. Ex. 4)

With regard to item 7, the Union stated that it needed this information "to identify the employee that each region has designated as the manager of the Agency's recordkeeping program for their respective regions. In contacting these individuals, the Union can ascertain their grade level, whether they are solely responsible for the recordkeeping duties, or whether they engage in job sharing of the duties, as Mr. Reina insists that Ms. Massey share with the GS 13 Program Analyst in Region VI. Based on the findings, the Union will be able to adequately represent Ms. Massey in addressing the agency's failure to provide equal pay for

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Through this unfair labor practice complaint, the Union is pursuing only items 4 through 8 of its request for information, as listed above.

equal work as provided for in Article 18 of the Contract."
(Jt. Ex. 4)

With regard to item 8, the Union stated that it needed this information "to compare the duties and responsibilities of national OSHA Regional Training Officers with Ms. Massey's position description to determine if she is singled out as the only OSHA Training Officer the agency requires to perform recordkeeping duties in addition to her training officer duties pursuant, to Mr. Reina's orders. The Union will fulfill its representational role in addressing the agency's violation of provisions of Articles 18 and 19 of the Contract, and in seeking relief from the effects of such violations." (Jt. Ex. 4)

In addition, at the hearing, McCord testified that with the information the Union intended to demonstrate whether or not Massey was performing the duties as a recordkeeper, to determine if Massey had attended any of the training for the recordkeeping duties, and to determine if any past practices had been violated regarding recordkeeping duties of Massey and any other employees. (Tr. 30, 44, 53-54).

Respondent, through Duermeyer, responded to the Union's information request on November 1, 2001. (Jt. Ex. 5) With regard to Item 1, Duermeyer stated that he no longer had the document at issue as it was lost. He provided the documents in response to items 2 and 3. With regard to items 4 through 8, the Respondent refused to furnish these items. Respondent stated that the Union failed to establish a particularized need for the information requested in items 4 and 6, that the information was overly broad and burdensome, and the information was irrelevant. (Tr. 92-93; Jt. Ex. 5) With regard to item 4, the Respondent stated "Ms. Massey's grievance concerns her objection to keeping any duties concerning recordkeeping in her position description and her objection to performing any work relative to recordkeeping. To whom correspondence is or has been addressed to would not negate management's right to assign work."

With regard to the information requested in items 5, 7 and 8, Respondent stated that the Union failed to establish a particularized need for the information and that the information was irrelevant. (Tr. 95, 98-99; Jt. Ex. 5) Specifically with regard to item 5, the Respondent stated "Ms. Massey's grievance concerns her objection to keeping any duties relative to recordkeeping in her position description and her objection to performing any work relative to recordkeeping. Inasmuch as the FLRA has determined that management has a right to assign work and

this includes the authority to determine the particular duties to be assigned, when work assignments will occur and to whom or what positions the duty will be assigned, the information you have requested is irrelevant." (Jt. Ex. 5)

With regard to item 6, the Respondent stated "Ms. Massey's grievance concerns her objection to keeping any record keeping duties included in her position description and her objection to performing any work relative to record keeping. Inasmuch as the employer may assign work to any employee at any time, I fail to see the relevance of this request. A request for four years worth of sanitized travel vouchers is overly broad and burdensome to the agency; and is irrelevant." (Jt. Ex. 5)

With regard to item 7, the Respondent stated "The Step 1 grievance does not contain any allegation of a violation of the principal of equal pay for equal work. Your reason for requesting this information would in effect enable Ms. Massey to add issues to her grievance, which according to the CBA is not permitted. Further, a list of names could not possibly show any violation of the principle of equal pay for equal work. Thus, this information is irrelevant and you have failed to show a particularized need for this information." (Jt. Ex. 5)

With regard to item 8, the response stated "The Step 1 grievance did not contain any allegation of a violation of Article 19. Further, the grievance only stated a violation of Article 18, Section 2 which states employees shall have accurate position descriptions. Your reason for requesting this information would in effect enable Ms. Massey to add issues to her grievance, which according to the CBA is not permitted." The response further stated that "The information you seek has no bearing on the inclusion of record keeping duties in Ms. Massey's position description.

As local management has sole authority to assign work to employees, and each position description is unique to that particular individual, you have failed to provide a particularized need for this information. Whether or not any other Training Coordinators have this particular duty assigned them is not relevant. You have failed to establish a particularized need and articulate the necessity for this information." (Jt. Ex. 5)

Finally, the Respondent stated that if the Union articulated a particularized need and demonstrated relevancy for items 4 through 8, it would be happy to reconsider the request for information. (Jt. Ex. 5)

On November 2, 2001, the Union submitted further clarification of its request for information. (Jt. Ex. 6) The Union further explained the relevance of the information requested in items 4 through 8 and again requested that the information be provided. (Tr. 35; Jt. Ex. 6) Specifically, with regard to item 4, the Union asserted that the Massey grievance does not challenge management's right to assign work, but charges that management has failed to provide her a correct position description that accurately reflects the significant duties for her position as Training Officer. The Union asserted that the information requested is necessary to determine if Ms. Massey was among the employees who received communication and guidance from the National Office concerning the recordkeeping program, and who were subsequently assigned to respond to or act on the correspondence. (Jt. Ex. 6)

With regard to item 5, the Union asserted that it needed this information to determine to whom requests for training and presentation on recordkeeping were directed, and to whom management assigned those duties up until May 2001, and whether Ms. Massey received any such assignments in the past four years prior to May 2001. (Jt. Ex. 6)

With regard to item 6, the Union asserted that examination of sanitized vouchers would assist the Union in establishing that, up until May 2001, management had not directed Ms. Massey to provided training in recordkeeping for the past four years, and therefore recordkeeping duties were not duties that reflect her position, even though management had neglected to remove them from her position description, in violation of Article 18, Section 2. (Jt. Ex. 6)

With regard to item 7, the Union stated that this information was ". . . needed to assist and aid the Union in determining the qualification, experience and background typical of employees who are responsible for the Agency's recordkeeping program, nation wide, in comparison to the qualifications, experience and background of Ms. Massey. This analysis will aid the Union in establishing that Ms. Massey does not have the training and experience to perform duties related to the 29 CFR 1904 OSHA Safety and Health Standard for Recordkeeping." (Jt. Ex. 6)

With regard to item 8, the information was needed to examine the position descriptions of Training Officers nationwide, in order to determine the prototype description for the position of Regional Training Officer, and to determine whether such descriptions include duties as

teaching technical safety and health topics as recordkeeping. (Jt. Ex. 6)

By Memorandum dated November 5, 2001, Duermeyer, on behalf of Miles, responded to the request for information and indicated that no further information would be provided relative to the Union's information requests of October 24, 2001 and November 2, 2001. (Jt. Ex. 7) At the hearing Duermeyer testified that he was not exactly sure what the Union was seeking with regard to the information in items 7 and 8. (Tr. 98, 107-108) He did not inform the Union of this concern. He also testified that the information requested in items 5 and 7 did not exist. (Tr. 98, 104, 106-109). He did not inform the Union that the information in two of the requested items did not exist. He further testified that he looked at the Union's requests for information in relation to the grievance and what the Union was requesting in resolution, and, in his opinion, did not find the requested information relevant and necessary for the Union to carry out its representational duties. (Tr. 91-93)

On December 3, 2001, the Respondent issued its second step grievance decision, again denying the grievance. (Jt. Ex. 9) The Union did not invoke arbitration on this grievance and there was no further proceeding on the grievance.

Discussion and Conclusions of Law

Section 7114(b)(4) of the Statute provides that the obligation to bargain in good faith includes the obligation:

(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data-

(A) which is normally maintained by the agency in the regular course of business;

(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining[.]

The Respondent does not contest that the requested information is normally maintained by the agency in the regular course of business, or that the information does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining. The only issues in dispute concern whether the requested information is "reasonably available" and whether it is "necessary" for the Union to discharge its representational function.

Reasonably Available

In determining whether information is reasonably available to an agency, the Authority determines whether the information is accessible or obtainable through means which are not extreme or excessive. *U.S. Department of Justice, Washington, D.C. and U.S. Immigration and Naturalization Service, Northern Region, Twin Cities Minnesota and Office of Inspector General, Washington, D.C. and Office of Professional Responsibility, Washington, D.C., 46 FLRA 1526 (1993) and Department of Health and Human Services, Social Security Administration, 36 FLRA 943, 950-52 (1990).*

Respondent denied in its answer that the requested information was reasonably available and noted in its responses to the Union's request for information that the information in items 4 through 8 was "overly broad and burdensome". (Jt. Ex. 5; Tr. 64-68). However, the Respondent did not present any evidence at the hearing in support of this argument. Further, with regard to item 7 (travel vouchers), Respondent indicated that such vouchers would have been furnished if Respondent had considered them relevant. (Tr. 75, 97) Further Respondent admitted that guidance does come from the National office (Tr. 52, 91-92) and that the recordkeeping rules and regulations generally go to the regional administrators. (Tr. 92).

At the hearing the Respondent further stated, for the first time, that items 5 and 7 did not exist. However, it did not inform the Union during the processing of the information request that these items did not exist. The Union was unable, therefore, to make an adjustment in its request for information since it was not adequately informed of the alleged non-existence of those items.

Under these circumstances, without any evidence to support that it would be unduly burdensome to furnish the requested information, I find that the Respondent has failed

to support this defense and that the information requested by the Union was reasonably available.

Particularized Need

In *Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Kansas City Service Center, Kansas City, Missouri*, 50 FLRA 661 (1995), the Authority set forth guidelines for determining whether and how requested information must be disclosed under section 7114(b) (4) of the Statute.

Specifically, a union requesting information under that section must establish a particularized need for the information by articulating, with specificity, why it needs the requested information, including the uses to which the union will put the information and the connection between those uses and the union's representational responsibilities under the Statute. The requirement that a union establish such need will not be satisfied merely by showing that requested information is or would be relevant or useful to a union. Instead, a union must establish that 'requested information is required in order for the union adequately to represent its members.'

The union is responsible for articulating and explaining its interests in disclosure of the information. Satisfying this burdens requires more than a conclusory or bare assertion. Among other things, a request for information must be sufficient to permit an agency to make a reasoned judgment as to whether information must be disclosed under the Statute. (footnotes omitted) (citation omitted)

The right to data under section 7114(b) (4) of the Statute extends to data needed by a union to perform its full range of representational responsibilities. *Federal Aviation Administration, et al.*, 55 FLRA 254, 259 (1999) (FAA). That includes data in processing a grievance.

The Union requested the data at issue in order to assist it in processing the grievance regarding bargaining unit employee Massey's position description. In that regard item 4, which concerned communications related to the Agency's recordkeeping function and who was responsible for such in the Regional Office, and item 5, which concerned requests for training on OSHA's recordkeeping requirements

and who was assigned and provided such service, directly relate to the Massey grievance regarding her position description. Item 6, sanitized travel vouchers and itineraries for Regional Office staff related to the recordkeeping program, also relates directly to the Massey grievance. The Union clearly sought this information in order to show that Massey had not engaged in any of these activities and that, consequently, her position description did not accurately reflect her job responsibilities. With Item 7, the Union requested a copy of the National Office list of all Regional Recordkeeping coordinators. Whether or not Massey was listed as such would directly relate to the grievance regarding her position description.

However, with Item 8, which requested Position Descriptions for all OSHA Regional Training Officers nationwide, the Union did not clearly articulate how such information related to the grievance regarding Massey's position as a Training Administrator or how it related to the Union's overall representational responsibilities.

Therefore, with regard to items 4 through 7, I find that the Union clearly articulated, with specificity, why it needed the information, how the information would be used, and connected the use of the information to its representational responsibilities, and in particular its representation of a unit employee in a grievance. *Health Care Financing Administration*, 56 FLRA 503 (2000). See also, *Department of Justice, Immigration and Naturalization Service, Northern Region, Twin Cities, Minnesota v. FLRA*, 144 F.3d 90 (D.C. Cir. 1998) (union articulated a particularized need for the requested data by connecting its request for disciplinary records with its intended use for the data - comparison with the potential grievant's record); *Department of the Air Force, Scott Air Force Base, Illinois v. FLRA*, 104 F.3d 1396 (D.C. Cir. 1997) (union articulated a particularized need for the requested data by connecting its request for a letter dealing with the discipline of a supervisor to its use for the data - a potential grievance on workplace safety); *FAA* (union articulated a particularized need for the requested data by connecting its request for seniority policy data to its use for the data - to administer a contractual provision); *Health Care Financing Administration*, 56 FLRA 156 (2000) (union articulated a particularized need for the requested data by connecting its request for data regarding an external recruitment announcement to its use for the data - to determine whether or not to file a grievance on an employee's behalf.)

The Respondent's contention that the Union failed to articulate a particularized need for items 4 through 7 lacks merit. The data request, along with the Union's subsequent additional explanation, clearly articulated that the Union

needed the requested data (items 4 through 7) to perform its

representational duties. While the Respondent essentially argued that the requested information would not be of any value to the Union in processing the Massey grievance, it is the Union's right to assess the value of such information, after it has articulated a particularized need for the information.

Privacy Act

In *U.S. Department of Transportation, Federal Aviation Administration, New York TRACON, Westbury, New York*, 50 FLRA 338, 345 (1995) (*TRACON*), the Authority established a framework of what an agency must demonstrate when asserting that the Privacy Act, 5 U.S.C. §552, bars disclosure of data requested under section 7114(b) (4) of the Statute:

- (1) that the information requested is contained in a "system of records" under the Privacy Act;
- (2) that disclosure of the information would implicate employee privacy interests; and
- (3) the nature and significance of those privacy interests.

The Respondent has not met its burden under the *TRACON* framework. The Union requested that the travel vouchers and itineraries (item 6) be purged of personal identifiers in order to avoid any Privacy Act implications. Further, the documents requested in items 4, 5 and 7 include no items that raise privacy concerns. Thus the Privacy Act did not prohibit the Respondent from providing the Union with the data it requested.

Remedy

As a remedy, Counsel for the General Counsel requested a cease and desist order, but did not request that the Respondent furnish the information at issue in this matter. I find the proposed remedy is appropriate.

Conclusion

Based on the above findings and conclusions, I conclude that the Respondent's failure to provide the information requested by the Union in items 4 through 7, which was necessary, reasonably available, normally maintained, and not prohibited by law from disclosure, is inconsistent with the Respondent's obligations under section 7114(b)(4) of the Statute. As such, I conclude that the Respondent violated section 7116(a)(1), (5) and (8) of the Statute, as alleged, and I recommend that the Authority adopt the following Order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, it is hereby ordered that the United States Department of Labor, Occupational Safety and Health Administration, Dallas, Texas, shall:

1. Cease and desist from:

(a) Failing and refusing to furnish the American Federation of Government Employees, AFL-CIO, Local 2139, National Council of Field Labor Locals, with information requested on October 24, 2001.

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of their rights assured 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 Dallas, Texas facility, where bargaining unit employees represented by the American Federation of Government Employees, Local 2139 are located, 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 Regional Administrator, OSHA Region VI, 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.

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

Issued, Washington, DC, January 17, 2003.

SUSAN E. JELEN
Administrative Law Judge

NOTICE TO ALL EMPLOYEES
POSTED BY ORDER OF THE
FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Authority has found that the United States Department of Labor, Occupational Safety and Health Administration, Dallas, Texas, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY EMPLOYEES THAT:

WE WILL NOT fail and refuse to furnish the American Federation of Government Employees, AFL-CIO, Local 2139, National Council of Field Labor Locals, the exclusive representative of our employees, with information requested for representational purposes in accordance with section 7114(b)(4) of the Federal Service Labor-Management Relations Statute.

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

(Respondent/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 any of its provisions, they may communicate directly with the Regional Director, Dallas Regional Office, Federal Labor Relations Authority, whose address is: 525 South Griffin Street, Suite 926, LB 107, Dallas, TX 75202, and whose telephone number is: (214)767-4996.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by SUSAN E. JELEN, Administrative Law Judge, in Case No. DA-CA-02-0095 were sent to the following parties:

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CERTIFIED MAIL:

CERTIFIED NOS:

Shannon W. Rivers Counsel for the General Counsel Federal Labor Relations Authority 525 S. Griffin St., Suite 926, LB-107 Dallas, TX 75202-1906	7000 1670 0000 1175 1471
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Pamela A. Gibbs, Esq. Office of the Solicitor U.S. Department of Labor 200 Constitution Ave., Room N-2428 Washington, DC 20210	7000 1670 0000 1175 1488
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Clifford L. McCord Union Steward AFGE Local 2139, NCFLL 525 South Griffin Street Dallas, TX 75052	7000 1670 0000 1175 1495
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REGULAR MAIL

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

Issued: January 17, 2003
Washington, D.C.