



FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424

OALJ 16-36

SOCIAL SECURITY ADMINISTRATION
OFFICE OF THE REGIONAL CHIEF JUDGE
DALLAS, TEXAS

RESPONDENT

AND

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 3506, AFL-CIO

CHARGING PARTY

Case No. DA-CA-15-0094

Charlotte A. Dye
For the General Counsel

Eddie Taylor
Sheila Bello-Class
For the Respondent

Deborah L. Leach
For the Charging Party

Before: SUSAN E. JELEN
Administrative Law Judge

DECISION

STATEMENT OF THE CASE

This case arose under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. §§ 7101-7135 and the revised Rules and Regulations of the Federal Labor Relations Authority (FLRA/Authority), part 2423.

On December 18, 2014, the American Federation of Government Employees, Local 3506, AFL-CIO (Union), filed an unfair labor practice (ULP) charge against the Social Security Administration, Office of the Regional Chief Judge, Dallas, Texas (Respondent). (G.C. Ex. 1(a)). On June 25, 2015, the Regional Director of the Dallas Region of the FLRA issued a Complaint and Notice of Hearing alleging that the Respondent violated § 7116(a)(1)

and (8) of the Statute by failing to comply with an arbitration award. (G.C. Ex. 1(c)). The Respondent timely filed an Answer to the Complaint in which it admitted certain allegations and denied others, including the allegation that it violated the Statute. (G.C. Ex. 1(d)). On September 14, 2015, the Charging Party filed an objection to the Respondent's Answer. (G.C. Ex. 1(e)). On September 21, 2015, the Respondent filed a response to the Charging Party's objections to the Respondent's Answer. (G.C. Ex. 1(f)). The Charging Party's objection is denied.

On October 22, 2015, a hearing in this case was held in San Antonio, Texas. The parties were afforded a full opportunity to be represented and heard, examine witnesses, introduce relevant evidence, and make oral arguments. The General Counsel, Charging Party, and Respondent filed post-hearing briefs which have been fully considered.

FINDINGS OF FACT

The Social Security Administration, Office of the Regional Chief Judge, Dallas, Texas, is an agency under 5 U.S.C. § 7103(a) (3). (G.C. Exs. 1(c), 1(d)). At all times material, Tasha Stevenson occupied the position of supervisory attorney at the Respondent's Office of General Counsel. (G.C. Exs. 1(c), 1(d); Tr. 59). Stevenson acted on behalf of the Respondent at all material times. (G.C. Exs. 1(c), 1(d)).

The American Federation of Government Employees (AFGE) is a labor organization under 5 U.S.C. § 7103(a) (4). The AFGE is the exclusive representative of a unit of employees appropriate for collective bargaining at the Office of the Regional Chief Judge. (G.C. Exs. 1(c), 1(d)). Local 3506 is an agent of AFGE for the purpose of representing employees at the Office of the Regional Chief Judge. (G.C. Exs. 1(c), 1(d)).

David Singleton is a paralegal specialist in the Respondent's San Antonio, Texas, Office of Disability Adjudication and Review (ODAR). (Tr. 24). In 2005, the Union filed two grievances on Singleton's behalf challenging the Respondent's decision not to select him for the Hearing Office Director (HOD)¹ position in the San Antonio office. (Jt. Ex. 2 at 2, 4). The case went to arbitration. On March 12, 2008, Arbitrator John B. Barnard, issued a decision stating that the Respondent failed to properly consider Singleton for the position based on his whistleblowing activities and awarded him priority consideration for any future HOD vacancy. (Jt. Ex. 2 at 8). On September 29, 2010, the Authority denied the Union's exceptions. *See AFGE, Local 3506, 65 FLRA 121 (2010) (Local 3506)*.

¹ The position is officially called "Supervisory Paralegal Specialist (HOD)." (Jt. Ex. 3).

On October 1, 2010, the Respondent posted a vacancy announcement (No. ST-391845-11-1-DAL) for a HOD position in the Houston Downtown office.² (Jt. Ex. 3; Tr. 29). The vacancy announcement indicated that the position was temporary, not to exceed (NTE) one year, but the Respondent had the option of extending it or making it permanent. (Jt. Ex. 3).

On October 1, 2010, Singleton applied for the position. (Tr. 29). Approximately one week later, Singleton first learned that the Authority had denied the Union's exceptions in *Local 3506*. (Tr. 29). Singleton notified Dana Callahan, a personnel specialist, that he wanted to exercise his right to priority consideration for the HOD position. (Tr. 30-31).

In November of 2010, the Respondent interviewed Singleton based on his priority status. (Tr. 32). On November 22, 2010, Respondent notified Singleton that he was not selected for the position based on his priority status. (Tr. 32, 46). However, on December 22, 2010, the Respondent interviewed Singleton for the position again because Singleton made the "[best qualified] list." (Tr. 32). On January 25, 2011, Singleton learned that he was not selected for the position when the Respondent sent out an e-mail announcing that another person had been selected. (Tr. 32-33, 45). The individual selected held the HOD position from January 30, 2011 to July 2013. (Tr. 33). The individual left the position after she obtained a position as the district manager of the Houston office. (Tr. 33).

On May 5, 2011, the Union filed another grievance alleging that the Respondent failed to select Singleton because of his age and disability and in retaliation for his union, whistleblowing, and EEO activities. (Jt. Ex. 4 at 4; Tr. 35). The parties submitted the case to arbitration J.E. Nash. On May 9, 2013, Nash issued his decision (Nash Award). (Jt. Ex. 4). In his decision, the arbitrator granted the Union's request for an adverse inference and excluded several exhibits, including the vacancy announcement, because the Respondent had improperly withheld several documents during discovery. (Jt. Ex. 4 at 11; Tr. 65). The arbitrator identified the following three issues:

- (1) Did the Respondent give Singleton "a bona fide priority consideration for his application for Hearing Office Director (HOD) in the Houston North Office of Disability Adjudication and Review (ODAR) under [V]acancy Announcement ST-391845-11-DAL? If not, what shall be the remedy?"
- (2) Did the Respondent discriminate based on Singleton's age, disability, or in retaliation for his past EEO activity or union activities "in the announcement, processing and selection of the Hearing Office Director (HOD) in the Houston North Office of Disability Adjudication and Review? If so, what shall be the remedy?"

² While the vacancy announcement was for the "Downtown" Houston office, it appears that the arbitrator repeatedly referred to the "Houston North" Office of Disability Adjudication and Review. The Respondent clarified in its brief that the Houston office changed its name from the Houston Downtown Office to the Houston North Office.

(3) Was Singleton's whistleblowing activity "a contributing factor in the decision not to select him for Hearing Office Director (HOD) in the Houston North Office of Disability Adjudication and Review? If so, what shall be the remedy?"

(Jt. Ex. 4 at 1). First, the arbitrator found that the Respondent did not give Singleton priority consideration for the HOD position and ordered:

the Complainant's retroactive assignment to the position he was unjustly denied and to which he would have been assigned absent the prohibited personnel action. Retroactive assignment will include back pay, and benefits, and reimbursement for medical expenses that would have been covered had those benefits been in place upon assignment.

(Jt. Ex. 4 at 9). Next, the arbitrator found that the Respondent retaliated against Singleton based on his EEO and union activities and ordered:

retroactive assignment to the HOD position, effective on the date it would have been filled. Assignment shall be with back pay, and benefits the Complainant would have enjoyed, absent the Agency's illegal personnel action.

(Jt. Ex. 4 at 10). Third, the arbitrator found that Singleton's whistleblowing activities contributed to the Respondent's decision to not select Singleton. He stated that the remedy "shall match the remedy mentioned above." (Jt. Ex. 4 at 11). The arbitrator concluded the decision by stating the following:

Accordingly, the Agency is directed to retroactively assign the Complainant to the HOD position under vacancy announcement ST-391845-11-DAL in the Houston North Office of Disability Adjudication and Review (ODAR). This award shall be implemented within thirty (30) days from date shown below. The Arbitrator will retain jurisdiction of this dispute for an additional thirty (30) days after its implementation. Parties may contact the Arbitrator, jointly, for questions regarding interpretation or implementation of this award.

The Respondent filed exceptions to the Authority. On June 30, 2014, the Authority denied the Respondent's exceptions to the Nash Decision. *SSA, Region VI*, 67 FLRA 493 (2014) (*SSA, Region VI*). In its exceptions, the Respondent asserted that the arbitrator exceeded his authority by ordering the Respondent to place Singleton in the position. The Authority denied this exception because the Respondent failed to raise this issue before the arbitrator despite the fact the Union requested this particular remedy.

After the Authority's decision, Judge Joan Parks Saunders, the Regional Chief Judge, contacted the Respondent's Office of General Counsel. (Tr. 61-62). Stevenson, along with others in the Office of General Counsel determined that they did not actually have to assign

Singleton to the HOD position based on their reading of the Nash Award. Instead, the Respondent could comply with the award by changing Singleton's personnel file to reflect that he was assigned to the HOD position for one year starting January 30, 2011.

The Union contacted the Respondent to find out when Singleton would report for duty in Houston for the HOD position and when he would receive back pay. (Tr. 39-40). Later, Stevenson sent an e-mail to Singleton stating that she would be the point of contact. (Tr. 40). At one point, Stevenson told Singleton that the Respondent would comply with the Nash Award by July 30, 2014.

On July 25, 2014, the Respondent gave Singleton several Notifications of Personnel Action (SF-50). (Tr. 45). The first SF-50 showed that Singleton had received a promotion to the HOD position effective January 30, 2011. (Jt. Ex. 5 at 1; Tr. 45). He received another SF-50 stating that he was returned to his paralegal specialist position effective January 30, 2012. (Jt. Ex. 5 at 4). Around December 2014, the Respondent gave Singleton a memorandum dated August 11, 2014, indicating that it would pay him \$16,843.20 in back pay in pay period 17. (Tr. 43; Jt. Ex. 6). The Union did not seek permission from the Respondent to contact the arbitrator to address any confusion regarding the award. (Tr. 64).

In March of 2014, the Respondent posted another vacancy announcement for a temporary, NTE 1-year, HOD position in Houston. (Tr. 33). Singleton did not apply for this position. (*Id.*). On October 7, 2014, the Respondent announced that it selected another employee for the position. (Tr. 34). The Respondent extended this employee's temporary assignment. (Tr. 63, 68). Singleton testified that HOD positions were almost always extended or made permanent. (Tr. 55-56). However, Stevenson testified that she was aware of instances where temporary positions were not extended. (Tr. 62-63).

POSITIONS OF THE PARTIES

General Counsel

The General Counsel (GC) alleges that the Respondent violated § 7116(a) (1) and (8) of the Statute when it failed to assign Singleton to the HOD position or give him an appropriate amount of back pay.

First, the GC contends that the Respondent is required to actually assign Singleton to the HOD position. In support, the GC states that the Authority's decision in *SSA, Region VI* states that the arbitrator's decision was consistent with the Union's requested remedy. (G.C. Br. at 7). The Union's requested remedy was to place Singleton in the position. Further, the GC states that the Back Pay Act requires the Respondent to actually assign Singleton to the position in order to receive back pay. (G.C. Br. at 9).

The GC also asserts that the Respondent's decision to only assign Singleton to the HOD position on paper does not remedy the harm caused by the Respondent's failure to select him for the position. (G.C. Br. at 8-9). It states that Singleton would be at a competitive disadvantage in interviews for other positions because he could not truthfully

claim that he actually performed the HOD duties. The Respondent also never gave him an opportunity to perform the job well enough that the position could be extended or made permanent.

Second, the GC contends that the Respondent failed to comply with the Nash Award because it only gave Singleton back pay for one year starting January 30, 2011. (G.C. Br. at 10). The GC asserts that the Respondent should be required to give back pay starting November 22, 2010, since that is the date that the prohibited personnel practice, the failure to give him priority consideration, occurred. Furthermore, Singleton is entitled to back pay until the date the Respondent assigns him to the HOD position because the back pay remedy is tied to the corrective personal action.

Finally, the GC seeks an order directing the Respondent to post a notice throughout the Dallas region and that the notice should be signed by Regional Chief Judge Joan Parks Saunders. (G.C. Br. at 11). In support, the GC argues that the matter is important because of the Respondent's failure to comply with past arbitration awards.

Charging Party

The Charging Party contends that the Nash Award clearly requires the Respondent to assign Singleton to a future HOD position within 30 days and back pay from November 22, 2010, until he is assigned to a future HOD position. (C.P. Br. at 1, 3). It also asserts that the Respondent should be required to promote Singleton to a GS-14 position, effective November 22, 2011, and give him step increases until he is actually assigned to the position. (*Id.* at 4).

Respondent

The Respondent denies that it violated the Statute. It asserts that the Nash Award unambiguously states that Singleton is only entitled to a one year assignment because the vacancy announcement only stated the position would last one year. (R. Br. at 7). Also, the Nash Award did not expressly require the Respondent to assign Singleton the functions of the job, to make it permanent, or to assign him to the next available position. (*Id.* at 8). Second, even if the award is ambiguous, the Respondent argues that it complied with a reasonable construction of the award. (*Id.* at 9-10). In support of this, the Respondent reiterates that the arbitrator specifically referred to the vacancy announcement. The vacancy announcement stated that it was only a one year assignment and the one year had already expired; therefore, it was reasonable to conclude that it could promote Singleton on paper. Further, the Respondent asserts that the GC's request for back pay for four years and an additional promotion would exceed what Singleton was entitled to because the vacancy announcement stated that the position would not exceed one year. (*Id.* at 14-15).

Next, the Respondent contends that the law gives deference to the Respondent's interpretation of the Nash Award because the Union did not seek clarification of the award. (*Id.* at 11-12). Finally, Respondent argued that Singleton is trying to collaterally attack the award because he was only entitled to a temporary position. (*Id.* at 13).³

ANALYSIS AND CONCLUSIONS

Under § 7122(b) of the Statute, an agency must take the action required by an arbitrator's award when the award becomes "final and binding." *U.S. Dep't of Transp., FAA, Nw. Mountain Region, Renton, Wash.*, 55 FLRA 293, 296 (1999) (*FAA*). An award becomes final and binding when: (1) the period for filing exceptions expires; (2) the Authority issues a decision resolving exceptions; or (3) the exceptions are withdrawn. *U.S. Dep't of Hous. & Urban Dev.*, 68 FLRA 631, 634 (2015). When an agency violates § 7122(b) of the Statute, it thereby violates § 7116(a)(1) and (8) when it fails to comply with all or part of an unambiguous award. *U.S. Dep't of the Air Force, Carswell AFB, Tex.*, 38 FLRA 99, 105 (1990). However, if the award is ambiguous, an agency does not violate the Statute if its actions are consistent with a reasonable construction of the award. *U.S. DOJ, Fed. BOP, FCI, Marianna, Fla.*, 59 FLRA 3, 4 (2003). Furthermore, the Authority has repeatedly stated that a party cannot use an unfair labor practice proceeding to collaterally attack the merits of the award. *FAA*, 55 FLRA at 297.

The Authority has found that temporary employees are entitled to reinstatement and back pay if there is a reasonable expectation that the positions would have been extended. *U.S. Geological Survey & Caribbean Dist. Office San Juan, P.R.*, 50 FLRA 548 (1995) (The Authority upheld the Administrative Law Judge's ruling that the employees were improperly discharged but reversed the Judge's ruling regarding back pay and reinstatement. The Authority found that the employees, although temporary, had a reasonable expectation of continued employment and that the evidence did not show the agency was having financial difficulties.).

There is no dispute that the Nash Award became final and binding on June 30, 2014. However, the parties dispute whether the Respondent was required to actually assign Singleton to the HOD position and whether the Respondent satisfied the back pay award by only giving Singleton back pay for the period between January 30, 2011 and January 29, 2012.

³ The GC counters these arguments by asserting that the vacancy announcement was excluded from the record at the arbitration hearing and the Nash Award never mentioned that the position was only temporary. (G.C. Br. at 7, 8). Further, it asserts that the vacancy announcement stated that the position could be extended or made permanent and, in practice, the Respondent has extended the position.

The Respondent did not comply with the Nash Award because it did not actually assign Singleton to the HOD position. The arbitrator clearly and repeatedly stated that the remedy for the Respondent's improper actions was "retroactive assignment" to the HOD position. Typically, an employee assigned to a position actually performs the duties of that position. Therefore, it is not surprising that the arbitrator did not specifically state that the Respondent must give Singleton an opportunity to perform the duties. The arbitrator did not give any indication that the Respondent could satisfy the award by simply filling out paperwork to make it look like Singleton held the position.

The Respondent contends that it complied with a reasonable interpretation of the Nash Award because the arbitrator specifically referenced the vacancy announcement, the vacancy announcement only stated that the position would last one year, and that one year had passed. (R. Br. at 10). Although the arbitrator referenced the vacancy announcement, he never referenced the fact that the vacancy announcement stated it was a temporary position or gave any indication that the "retroactive assignment" was limited to one year. (Jt. Ex. 4). Moreover, the vacancy announcement explicitly stated that the position could be extended or made permanent without competition. (Jt. Ex. 3). Finally, in practice, the Respondent never limited the position to one year. The employee that was selected instead of Singleton held the position for two-and-a-half years. (Tr. 33). Indeed, she encumbered the position when the Nash Award was issued and there is no evidence the employee left the position because the Respondent allowed the assignment to expire. Instead, she left it because she found another job. The Respondent also extended the assignment for the next person selected for the Houston HOD position and he still encumbered the position at the time of the hearing. (Tr. 68). At a minimum, the evidence shows Singleton had a reasonable expectation that the position would have been extended, or made permanent, if he performed well. Therefore, the evidence shows that the Respondent's interpretation of the Nash Award is unreasonable.

The next issue is whether the Respondent complied with the Nash Award by only giving Singleton back pay for the period between January 30, 2011 and January 29, 2012.

The Respondent complied with a reasonable interpretation of the award when it determined that back pay would start to accrue on January 30, 2011. In the first part of the Nash Award, the arbitrator stated that "[r]etroactive assignment will include back pay" and other benefits "that would have been covered had those benefits been in place upon assignment." (Jt. Ex. 4 at 9). In the second part of the award, the arbitrator stated that the assignment would be "effective on the date it would have been filled[]" and that the "[a]ssignment shall be with back pay." (Jt. Ex. 4 at 10). Based on this language, the arbitrator appears to have tied the back pay to the date that the position would have been filled, not the date that the Respondent first notified Singleton that he would not be selected despite his priority consideration. The employee that was selected instead of Singleton began working in the position on or about January 30, 2011. (Tr. 33, 46). As such, it is reasonable to conclude that Singleton would have started the HOD position on January 30, 2011, absent the Respondent's prohibited personnel practices. As such, the Respondent's decision to consider January 30, 2011, as the starting date for the calculation of back pay was reasonable.

However, the Respondent's decision to only give back pay for one year was not reasonable. According to the Back Pay Act, an employee is entitled to receive back pay "which the employee normally would have earned or received during the period if the personnel action had not occurred." 5 U.S.C. § 5596(b)(1)(A)(i). As discussed above, the arbitrator never indicated that the retroactive assignment would last only one year. (Jt. Ex. 4). Also, Singleton had a reasonable expectation that he would continue in the position, if he performed the duties well, based on the vacancy announcement and the Respondent's past practice of extending this particular assignment. (Jt. Ex. 3; Tr. 33, 68). As such, Singleton is entitled to back pay until the Respondent actually assigns him to the position.⁴

The Respondent asserts that the Authority defers to an agency's interpretation of the award when neither party requests clarification of the award. (R. Br. at 11-12). However, the case cited by the Respondent, *Okla. City Air Logistics Ctr., Okla. City, Okla.*, 46 FLRA 862 (1992), does not support its position. First, the Authority did not evaluate whether it would give deference to the agency's interpretation. Further, the administrative law judge's decision actually undermines the Respondent's argument. The judge held that the agency did not have an obligation to seek clarification from the arbitrator because the agency considered the award unambiguous. (*Id.* at 876-77). Likewise, in this case, there is no evidence that the Charging Party thought the decision was ambiguous. Indeed, after the Authority upheld the Nash Award, the Charging Party contacted the Respondent to find out when Singleton would be assigned to the HOD position. (Tr. 39-40). Therefore, the Charging Party had no reason to contact the arbitrator for clarification.

REMEDY

The General Counsel requested an order directing the Respondent to distribute a notice throughout the Dallas region. The Authority evaluates the purposes served by postings when it determines the scope of the posting. *U.S. DHS, U.S. Customs & Border Prot., Swanton, Vt.*, 65 FLRA 1023, 1030 (2011); *U.S. DOJ, Office of the Inspector Gen., Wash., D.C.*, 47 FLRA 1254, 1263 (1993). The record shows that the decision not to comply with the award was made at the regional level by the Chief Judge of the Dallas Regional Office and the Respondent's Office of General Counsel. Therefore, consistent with Authority precedent, the notice should be posted throughout the region. *See e.g. Nat'l Park Serv.*, 54 FLRA 940, 947 (1998); *U.S. Dep't of the Treasury, IRS*, 56 FLRA 906 (2000).

The General Counsel requested that the Notice be distributed via email and physically posted. I will incorporate the electronic dissemination into the Order in accordance with the Authority's decision that ULP notices should, as a matter of course, be posted both on bulletin boards and electronically. *See U.S. DOJ, Fed. BOP, Fed. Transfer Ctr., Okla. City, Okla.*, 67 FLRA 221 (2014).

⁴ There is no evidence to support the Charging Party's assertion that Singleton is entitled to a "future" HOD position or a promotion to GS-14 and within-grade step increases.

CONCLUSION

The arbitrator directed the Respondent to retroactively assign Singleton to the HOD position effective January 30, 2011 and to give him back pay and other benefits he would have received absent the prohibited personnel practice. I find that the Respondent failed to comply with that award within the meaning of § 7122(b) of the Statute. Therefore, the Respondent violated § 7116(a)(1) and (8) of the Statute.

Accordingly, I recommend that the Authority adopt the following order:

ORDER

Pursuant to § 2423.41(c) of the Rules and Regulations of the Authority and § 7118 of the Federal Service Labor-Management Relations Statute (Statute), the Social Security Administration, Office of the Regional Chief Judge, Dallas, Texas, shall:

1. Cease and desist from:

(a) Failing and refusing to comply with the final and binding award of Arbitrator J.E. Nash issued May 9, 2013.

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

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

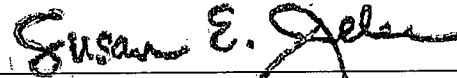
(a) Comply with the final and binding award of Arbitrator J.E. Nash issued May 9, 2013, by: (1) assigning Singleton to the HOD position in Houston, Texas; (2) paying Singleton back pay, with interest, starting from January 30, 2011 until the Respondent assigns Singleton to the HOD position minus any amounts he has already received; and (3) giving Singleton any other benefits he is entitled to according to the Nash Award.

(b) Post at its facilities where bargaining unit employees represented by the Union 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 Chief Judge, Dallas Region, and shall be posted and maintained for sixty (60) consecutive days thereafter, in conspicuous places, including all bulletin boards and other conspicuous 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.

(c) In addition to physical posting of paper notices, notices shall be distributed electronically, on the same day, as the physical posting of the Notice, to all bargaining unit employees in the Dallas Region, such as by email, posting on an intranet or an internet site, or other electronic means if such is a regular form of communication with bargaining unit employees.

(d) Pursuant to § 2423.41(e) of the Rules and Regulations of the Authority, notify the Regional Director, San Francisco Region, Federal Labor Relations Authority, in writing, within thirty (30) days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, D.C., July 28, 2016

Handwritten signature of Susan E. Jelen in cursive script.

SUSAN E. JELEN
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Social Security Administration, Office of the Regional Chief Judge, Dallas, Texas, violated the Federal Service Labor-Management Relations Statute (Statute), and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT refuse to comply with the final and binding award of Arbitrator J.E. Nash issued on May 9, 2013.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their rights assured by the Statute.

WE WILL comply with the final and binding award of Arbitrator J.E. Nash issued May 9, 2013 by: (1) assigning David Singleton to the HOD position in Houston, Texas; (2) paying Singleton back pay, with interest, starting from January 30, 2011 until the Respondent assigns Singleton to the HOD position minus any amounts he has already received; and (3) giving Singleton any other benefits he is entitled to according to the Nash Award.

(Agency/Respondent)

Dated: _____

By: _____
(Signature) (Title)

This Notice must remain posted for sixty (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, Dallas Region, Federal Labor Relations Authority, whose address is: 525 S. Griffin Street, Suite 926, Dallas, TX 75202, and whose telephone number is: (214) 767-6266.