

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

USDA, AGRICULTURAL MARKETING SERVICE,
FEDERAL GRAIN INSPECTION SERVICE

And

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 3769

Case No. 19 FSIP 032

DECISION AND ORDER

This request for assistance, concerning 4 articles remaining in dispute over the Local Supplemental Agreement (LSA), was filed by the United States Department of Agriculture, Agricultural Marketing Service (AMS), Federal Grain Inspection Service (FGIS) Division, herein referred to as "Agency", under the Federal Service Labor Management Relations Statute (the Statute), on April 1, 2019. The American Federation of Government Employees, Local 3769 (Union) represents approximately 56 impacted bargaining unit employees in League City, TX. FSIP asserted jurisdiction over the request for assistance on May 22, 2019, and held an Informal Conference with the parties on July 8, 2019, with Member Riches in Houston, TX. During this process the parties were unable to reach full agreement on all remaining issues. The parties were directed by Member Riches to submit the parties' Written Submissions for consideration as to the remaining issues. Both parties submitted timely Submissions. Those transmittals were considered by the full Panel for resolution of the outstanding articles in its Panel meeting on August 6, 2019.

BACKGROUND, BARGAINING AND PROCEDURAL HISTORY

FGIS was created by Congress in 1976 to manage the national grain inspection system, which was initially established in 1916, and to institute a national grain weighing program. Today, FGIS facilitates the marketing of U.S. grain and related products by

establishing standards for quality assessments, regulating handling practices, and managing a network of Federal, State, and private laboratories that provide official inspection and weighing services. Under the United States Grain Standards Act (USGSA) and the Agricultural Marketing Act of 1946 (AMA), FGIS:

- Establishes and maintains official U.S. grain standards for barley, canola, corn, flaxseed, oats, rye, sorghum, soybeans, sunflower seed, triticale, wheat, mixed grain, rice, and pulses;
- Inspects and weighs grain and related products for domestic and export trade;
- Establishes methods and procedures, and approves equipment for the official inspection and weighing of grain; and
- Supervises the official grain inspection and weighing system. The official system is a network of FGIS field offices, and State and private grain inspection and weighing agencies across the nation that are authorized by FGIS to provide official inspection and weighing services.

FGIS also provides international services to ensure markets for grain and related products are fair and transparent. FGIS and the official agencies that comprise the official system provide services under both the USGSA and the AMA on a fee base for both export and domestic grain shipments.

The bargaining unit employees occupy the following positions: Agricultural Commodity Aide (ACA; GS 3-4); Agricultural Commodity Technician (ACT; GS 5-6); Agricultural Commodity Grader (ACG; 7-10); Certification Assistant (GS 7); and Industrial Specialist (GS 12). These bargaining unit employees are the USDA's front-line, mission-essential technical experts who deliver inspection, grading, and certification services to those who buy and sell America's fruits, vegetables, and other specialty crops and products. The parties in this case are governed by a new successor collective bargaining agreement (CBA), dated April 11, 2018, which expires October 27, 2020. Article 31 – Negotiation of Local Agreements¹ of the CBA provides for negotiations of local supplemental agreements (LSAs)². This impasse involves the negotiations of the local supplemental agreement that covers the approximately 56 AFGE, Local 3769-bargaining unit employees assigned to the duty station - League City Field Office, located in League City, TX³.

¹ Article 31, Section 1- Local agreements may be negotiated at the Field Office level by an AFGE local, which represents all of the bargaining unit employees assigned to the respective Field Office.

² This negotiations of the LSA would impact approximately 19% of the total bargaining unit employees in this agency, FGIS.

³ The Duty Point for these employees is the League City, TX Field Office, located at 1025 E. Main Street, League City, TX. The BU employees are assigned to work at the field office in League City or at a duty station. The duty stations included in the League City FO are: League City Field Office; ADM (Galveston, TX); Cargill (Channelview, TX); Jacinto Port(Houston, TX);Lansing Trade group (Galena Park, TX); Southern Gulf Warehouse (Houston, TX); Weslaco, TX; ADM (Corpus Christi, TX); Rivana Rice Mill (Freeport, TX); Gulf Rice Mill (North Houston, TX); LDC (Beaumont, TX; and Beaumont Rice Mill (Beaumont, TX).

On February 26, 2018, the Agency sent a formal notice to AFGE 3769 to open the negotiations of a new local supplemental agreement. The prior agreement was in effect under the prior CBA. By agreement, the prior LSA, which expired on May 24, 2018, remains in effect until it is renegotiated. Because the Agency believed the Union was delaying bargaining on the ground rules, the Agency filed an Unfair Labor Practice (ULP) for bad faith bargaining on August 28, 2018. The FLRA Denver Office drafted a Memorandum of Understanding between the parties, which stated that the parties would negotiate in good faith. Once the MOU was drafted by the FLRA, the parties were able to voluntarily agree to ground rules on October 29, 2018.

The negotiations were held on December 10-14 and 17-21, 2018 in Houston, TX. The parties met each day for approximately 8 hours each day. A Mediator from the Federal Mediation and Conciliation Services (FMCS), was onsite for approximately 75-80% of the negotiations. The Union was represented by a National AFGE representative for the last 2 days of negotiations. The parties reached agreement on the terms of the LSA on December 21, 2018. According to the ground rules, the Union preserved a 30-day period for the Union membership to ratify the agreement. On January 14, 2019, the Union notified the Agency that union members didn't agree to some of the LSA terms. On February 6, 2019, the Union provided the Agency a report indicating both the ratification vote count of the membership as well as the changes to the disagreeable language⁴ offered by the membership. However, the Agency found the document to be unclear so they requested that the Union clarify the changes they were seeking article-by-article. The parties again engaged the mediation services of FMCS on February 26, 2019. The parties were not able to reach agreement over the 4 articles. FMCS released the parties on March 7, 2019. Pursuant to the ground rules, the Agency filed a request for assistance with the Federal Services Impasses Panel (FSIP or Panel). FSIP asserted jurisdiction over the request for assistance and held an Informal Conference with the parties on July 8, 2019. During this process, the parties were unable to reach full agreement on all remaining issues. The parties were directed to submit the parties' Written Submissions for consideration as to the remaining issues. Both parties submitted timely Submissions.

ISSUES AND POSITION OF THE PARTIES

There are 4 articles (5 issues) in dispute:

- Article 4 — Travel and Transportation
- Article 7 — Leave
- Article 8 — Tour of Duty and Assignments
- Article 11 — Overtime

⁴ The membership disagreed with language in Articles 4, 7, 8, and 11.

Issue 1: Article 4, Section 5 – Travel and Transportation (Mileage Reimbursement)

While there is a field office, most of the bargaining unit employees don't come into the field office to perform their duties; the work in which the Graders perform requires the work to be done in a grain elevator (e.g., testing, sampling, and bleaching). Once the employee receives their assignment, they are generally assigned to cover that duty point or assignment for at least a month, and, for some locations, that grain elevator becomes the employees permanent or long-term assignment. The employee travels from their home to the assignment site/duty point without first coming into the field office. At issue is the reimbursement the employee will receive for traveling in their personal vehicle (POV) to the assignment site/duty point.

Agency final proposal and position:

Management will follow Federal Travel Regulations and the Agency's travel supplement for reimbursement of travel-related expenses.

The Agency has followed the Federal Travel Regulations (FTR) and the Agency travel supplemental for many years in the League City Field Office, as well as in the New Orleans Field Office and the Portland Field Office (not covered by this negotiations). Under the Agency's travel supplemental, these employees, who are generally traveling to local duty points, are compensated for mileage when it exceeds 25 miles in a straight line (as the crow flies) or when they work in multiple locations that add up to more than 25 miles. The Agency explained that the League City location was chosen as the Field Office location because it is a central point to the largest export facilities. The Agency charges its customers a fee for the Agency employees to travel to its Elevator Facility to perform inspection and grading services. That fee includes a mileage fee if the facility is more than the 25 straight line miles from the Field Office. The selection of the location of the Field Office is a cost savings to the largest export facilities. When an employee must travel beyond the 25 straight line mileage to perform the mission, the Agency can charge the customer a fee, therefore, the Agency passes that recouped fee on to the employee in the form of mileage reimbursement. Should the Agency provide the employees reimbursement for travel of less than the 25 straight line mileage, the Agency cannot recoup that cost through fees to the customer.

The employees are generally assigned to rotating duty points⁵ for a few months at a time or to permanent duty points⁶ for extended periods of time. The rotating duty points are all within the 25 mile straight line radius of the League City Field Office. Under the Agency proposal, no employee assigned to a rotating duty point or elevator facility would be entitled to mileage to go to that site. The employee would only be entitled to mileage to a second site of the day (that portion that exceeds the 25 miles for the day). The location of the employee's residence in relation to their assigned duty

⁵ League City Field Office; ADM (Galveston, TX); Cargill (Channelview, TX); Jacinto Port (Houston, TX); Lansing Trade Group (Galena Park, TX); and Southern Gulf Warehouse (Houston, TX).

⁶ Weslaco, TX; ADM (Corpus Christi, TX); Rivana Rice Mill (Freeport, TX); Gulf Rice Mill (North Houston, TX); LDC (Beaumont, TX); and Beaumont Rice Mill (Beaumont, TX).

point could have a large impact on how far they have to travel each day, particularly for employees that are frequently rotated. In this unit, per the US Grain Standards Act and the FGIS Directive, employees are rotated frequently, making it difficult for employees to anticipate or avoid local travel costs in the selection of their permanent residence.

Union final proposal and position:

Mileage will be paid beyond the 25-mileage radius from the duty station to their duty point as listed on their current SF-50. The designated duty station has been identified as the League City Field Office in accordance with employees SF-50 and memo dated December 26, 2014. The duty point is identified as the grain elevator where the employee is assigned to work in order to perform their duties. Employees who travel directly from their home to a duty "point" location outside the League City Field Office shall be paid for their travel time from home to the duty point or location as the League City Field office is designated as the Duty Station. The employee is entitled to be compensated for reporting to a location outside of their duty station. The duties of the employees must be performed outside of the field office station which requires additional travel to those duty point locations known as grain elevators.

Employees are required to report to their duty "point" location and not to the duty station (League City Filed Office). Employees have not been compensated for the additional travel miles or time for their commute from Home to Duty "Points" locations. Employees required to travel from home to an assigned duty "point" location not from the designated duty station League City Field Office.

The Union seeks the bargaining unit employees to be reimbursed for actual miles driven to the work site, minus what the Agency has defined as the local commuting mileage of 25 miles⁷. If the bargaining unit employee is assigned to drive to subsequent work sites, the parties are in agreement that the employee will be compensated the mileage to that subsequent location. Under the Agency's proposal, an employee would not receive mileage reimbursement for travel to their first location of the day because each of those locations are within 25 straight miles from the field office. Under the Union's proposal, an employee would be entitled to reimbursement to the first duty location if the employee's travel to that location exceeds 25 miles, in accordance with GPS (actual miles driven).

In summary, the Union has proposed that employees be reimbursed for actual mileage, as defined by the FTR. The Union's position relies upon what the Union believes is entitlement under the FTR. However, reliance on the FTR is misplaced in

⁷ The Union has confirmed that they understand that employees are not entitled to their normal commuting mileage. This is a government-wide standard in accordance with a Comptroller General decision – employees must bear the daily cost of transportation between their home and actual duty station. For the purpose of this bargaining unit, that is 25 miles. Therefore, the employees would minus 25 miles from any mileage claims to their first assigned location, which is the local commuting distance.

this circumstance. The FTR regulates expense reimbursement for temporary duty (TDY) travel away from the official station for federal employees, it does not regulate local travel expense reimbursement. At issue in this case is travel reimbursement while the employee is local.

Panel determination on Issue 1: Article 4, Section 5 - Travel and Transportation (Mileage Reimbursement):

Despite the improper reliance on the FTR, the issue remains at what point in the employee's travel to an assignment would the employee be entitled to mileage reimbursement. Under the Agency's proposal, because most of the assignment sites (by design) are less than 25 straight miles from the Field Office, for the most part employees would be limited to reimbursement to only the subsequent sites of the day. Should the employee be assigned to a site that exceeds 50 miles, under the FTR, the employee would be entitled to mileage. Under the Union's proposal, employees would be entitled to reimbursement for any assignment that is more than 25 actual miles from their home. Employees are not entitled to their normal commuting mileage. This is a government-wide standard in accordance with a Comptroller General decision – employees must bear the daily cost of transportation between their home and actual duty station. However, the employees should not bear the cost of mileage incurred, not from commuting, but from performing services on behalf of the Agency. As the employee is rotated from one assignment point to another, the expense for that travel can be unfairly burdensome on the employee. The parties will adopt the following provision:

Management will follow Federal Travel Regulations for temporary duty (TDY) travel away from the official station. For an employee that travels within their duty area in their personal vehicle (POV) from their home to the assignment site/duty point, the employee is entitled to reimbursement of actual travel-related expenses, minus 25 miles. Actual mileage is as shown in an electronic standard highway mileage guide or actual miles driven as determined from an odometer reading.

Issue 2: Article 7, Section 3 – Sick Leave

The parties reached agreement in principle during the Informal Conference. In their written submissions to the Panel, the parties confirmed their agreement and should adopt the following:

The Agency will approve or deny sick leave on a case-by-case basis in accordance with federal and agency supplemental regulations. Employees will request sick leave as far in advance as possible. Requests for sick leave made on the same day the leave is to commence should be avoided to the extent practicable, but such requests may occasionally occur, and shall be evaluated fairly on a case-by-case basis.

Panel determination for Issue 2: Article 7, Section 3 – Sick Leave

The parties are ordered to adopt the language as confirmed above.

Issue 3: Article 8, Section 1 – Tours of Duty and Assignments (Rotations)

The United States Grain Standards Act (USGSA) 84 (f) states, "The Secretary shall provide for the periodic rotation of supervisory personnel and official inspection personnel employed by the Secretary as the Secretary deems necessary to preserve the integrity of the official inspection and weighing system provided by this chapter." The Agency has interpreted this to mean the Agency is required to rotate employees from site to site in order to ensure integrity in the inspection system. The parties have agreed that employees will be rotated at least 3 times a year among some duty points (those sites within the 25 miles of the Field Office). Under the Agency's mileage reimbursement proposal, the Agency would incur no additional expense due to changes in rotational assignments. The Agency has not agreed, however, to include the geographically remote locations (locations outside of the League City Duty Station) in those rotations.

Duty Station:	Elevator Facility
League City Duty Station	Lansing Trade Group Southern Gulf Logistics Cargill Channelview Jacinto Port ADM Galveston League City
Weslaco, TX	Weslaco, TX
Corpus Christi, TX	ADM
Freeport, TX	Riviana Rice Mill
Jersey Village (North Houston, TX)	Gulf Rice Mill
Beaumont, TX	LDC and Beaumont Rice Mill

Agency final proposal and position:

The Agency argues that due to the geographic locations of those remote duty locations, rotations would be cost prohibitive and inefficient. The Agency believes that they have sufficient auditing processes in place to maintain the integrity of the inspection system without the requirement to rotate the employees; ensuring compliance with the requirements of the Grain Inspection Act.

All employees of the League City Duty Station must rotate a minimum of three (3) times per year. Additional rotational assignments will be reviewed by management on a case-by-case basis. Employees are not permitted to use Swaps or volunteer during their rotational assignment(s).

Union final proposal and position:

The Union argues that all employees must be rotated in order to keep elevator personnel from becoming too familiar with the same government employees that are grading their commodities. The Union provided no rebuttal to the Agency's arguments that they had processes in place to effectively address any system risks and ensure compliance with the Act.

Rotations shall occur at a minimum of three (3) times per year. Assignment "swaps" and assignment "volunteers" will be eliminated.

Panel determination for Issue 3: Article 8, Section 1- Tour of Duty and Assignments (Rotations)

The Agency is required to maintain sufficient auditing processes to ensure the integrity of the inspection system under the Grain Inspection Act. The parties have not historically rotated employees regularly through the permanent duty sites and no evidence was presented to demonstrate that there have been systemic integrity problems with that practice of minimal rotations. On the other hand, the cost associated with rotations outside of the 25-mile area and the burden on the employee of covering remote assignments for many months can be significant and should be avoided, if possible. To minimize those impacts, the parties are ordered to adopt the Agency proposal.

Issue 4: Article 8, Section 1 – Tours of Duty and Assignments (Shift schedule)

The full-time bargaining unit employees who travel to elevator sites often work beyond the normal 8 hours per day. They work within the requirements of the elevator operator needs. During the Informal Conference, the parties reached a tentative agreement in principle on this issue. The parties were asked to confirm the following language in their post-conference submissions:

Management will schedule a minimum off-duty period of 8 hours between duty tours except when prevented by abnormal or unforeseen circumstances. The Union understand that the eight (8) hour duty tours may be extended during heavy workloads or short staffing situations. For employee flexibility, the employee may find a suitable replacement at no additional cost to the Agency in

order to give the employee adequate time off between shifts. If no replacement is found, the coverage is the responsibility of the employee.

It is the intent of the Agency to implement two eight (8) hour shifts assigning one Agricultural Commodity Grader ("ACG") and up to three Agricultural Commodity Technicians ("ACT") to each assignment when possible. Absent abnormal or unforeseen circumstances, a minimum of 1 ACG and 1 ACT will be assigned to each work assignment.

Absent abnormal or unforeseen circumstances, employees shall not be required to work more than three consecutive twelve (12) hour days.

Agency final proposal and position:

The Agency confirmed agreement, but added two additions highlighted in **bold**. The first addition is editorial. The second addition was added to match the language offered by Member Riches for Issue 5.

Management will schedule a minimum off-duty period of 8 hours between duty tours except when prevented by abnormal or unforeseen circumstances. The Union understands that the eight (8) hour duty tours may be extended during heavy workloads or short staffing situations. For employee flexibility, the employee may find a suitable replacement at no additional cost to the Agency in order to give the employee adequate time off between shifts. If no replacement is found, the coverage is the responsibility of the employee.

It is the intent of the Agency to implement two eight (8) hour shifts assigning one Agricultural Commodity Grader ("ACG") and up to three Agricultural Commodity Technicians ("ACT") to each assignment when possible. Absent abnormal or unforeseen circumstances, a minimum of 1 ACG and 1 ACT will be assigned to each work assignment.

Absent abnormal or unforeseen circumstances, employees shall not be required to work more than three consecutive twelve (12) hour days, **unless an employee volunteers to do so**.

Union final proposal and position:

The Union offered additional language to the proposal offered by Member Riches:

It is the intent of the Agency to implement two eight (8) hour shifts assigning one (1) Agricultural Commodity Grader ("ACG") and up to three (3) Agricultural Commodity technicians ("ACT") to each assignment. Absent abnormal unforeseen circumstances, a minimum of one (1) ACG and one (1) ACT will be assigned to each work assignment. Management will schedule a minimum off-

duty period of 8-hours between tours of duty except when prevented by abnormal or unforeseen circumstances. The Agency shall schedule 2-(8) hour shifts for each duty point. The Union understands that eight (8) hour duty tours may be extended during heavy workloads or short staffing situations. The workday can be extended up to 12 hours. However, the employee is not required to work more than up to 12 hours and no more than three (3) consecutive 12-hour workdays unless the employee volunteers to do so.

For employee flexibility, the employee may find a suitable replacement if the need should occur at no additional cost to the Agency to give the employee adequate time off between shifts. If no replacement is found, the coverage is the responsibility of the employee. Less extenuating circumstances would prevent the employee from staying or coming in to work. Such as the death of an immediate family, and acts of nature occurs that warrant the release of the employee, the employee will be excused with supervisory approval.

While the Union's language varied from the language offered by Member Riches, the Union did not follow Member Riches' instruction to state the basis for adopting the Union's alternative proposal. The Union offered no explanation. In its rebuttal, the Agency asserts that the edits offered by the Union violates Management Rights under 5 USC 7106. While under Carswell⁸, the Panel would be prohibited from assessing the negotiability of the Union's proposal, such an analysis is not necessary in this case. As the Union failed to offer any explanation or justification for their proposed changes, the Panel declines to consider or adopt the Union's proposal.

Panel determination for Issue 4: Article 8, Section 1 – Tours of Duty and Assignments (Shift schedule)

As the Union has failed to justify its proposed changes, the parties are ordered to adopt the Agency proposal.

Issue 5: Article 11 – Overtime

When the employees must work overtime, the Union wants to limit the involuntary overtime to ensure that the employees have enough rest time between their scheduled hours of work. They want to limit the amount of overtime an employee would be required to work to ensure that there is adequate rest between shifts, accounting for commuting time.

⁸ In accordance with Commander, Carswell AFB, TX and AFGE Local 1364 (1988), 31 FLRA 620 (Carswell), the Panel does not have the authority to address the negotiability of a proposal; only the Authority can determine if a proposal is negotiable or not. The Panel is only authorized under the Statute to address a proposal where the Authority has determined that the proposal is negotiable.

During the Informal Conference, the parties reached a tentative agreement in principle on this issue. The parties were asked to confirm the following language in their post-conference submissions:

Overtime may be a requirement depending on workload demands. There is no entitlement to overtime opportunities. If overtime is required of the employee, the employee and the supervisor covering the assignment shall both work in good faith to find a suitable replacement. If no replacement is found, the coverage is the responsibility of the employee.

Absent abnormal or unforeseen circumstances, employees shall not be required to work more than three consecutive twelve (12) hour days, unless an employee volunteers to do so.

The Agency confirmed agreement with the language with one addition highlighted in **bold**. The addition was added to clarify that when overtime is assigned, the employee either works the overtime or finds a suitable replacement. In many cases, the employee may work the overtime and not look for a suitable replacement.

Overtime may be a requirement depending on workload demands. There is no entitlement to overtime opportunities. If overtime is required of the employee, **it is the responsibility of the employee to work the overtime or find a suitable replacement. If a suitable replacement is required,** the employee and the supervisor covering the assignment shall both work in good faith to find a suitable replacement. If no replacement is found, the coverage is the responsibility of the employee.

Absent abnormal or unforeseen circumstances, employees shall not be required to work more than three consecutive twelve (12) hour days, unless an employee volunteers to do so.

The Union offered additional language to the proposal offered by Member Riches

Overtime shall be distributed in a fair and inequitable manner to all employees. Those employees working voluntarily and involuntarily will be based on seniority. The agency will give as much notice as possible when overtime is needed and allow employee's due consideration to employee's personal circumstances. Time will be allotted for employees to make arraignments, such dependent care, classes and other personal commitments. Management shall make it known as soon possible the need to extend the workday not at the end of a shift. The Agency shall avoid mandating overtime in excess of 4 hours per shift, not to exceed 12-hour days for three consecutive days.

The agency can cancel overtime so long as it provides the employee at least 1 hours' notice in advance of the overtime for that shift. If an employee voluntarily accepts overtime and is not notified of the need to cancel overtime within the 1-

hour window the employee shall be paid a minimum of overtime of 2 hours. Should overtime be canceled once the employee arrives for the overtime they too shall be compensated for their time and commitment to work with a two (2) hour minimum. Rosters of employees will be utilized to determine voluntary and involuntary overtime. This list will be provided to the union upon request.

The Union recognizes that overtime may be a requirement but not an entitlement depending on workload demands. If an employee is unable to work the overtime. The employee and the supervisor covering the assignment shall both work in good faith to find a suitable replacement. If no replacement is found, the coverage is the responsibility of the employee.

While the Union's language varied from the language offered by Member Riches, the Union did not follow Member Riches' instruction to state the basis for adopting the Union's alternative proposal. The Union offered no explanation. In its rebuttal, the Agency asserts that the edits offered by the Union violates Management Rights under 5 USC 7106. Under Carswell, the Panel would be prohibited from assessing the negotiability of the Union's proposal. The Agency also argues that the language offered by the Union is completely new language that was not presented in negotiations, during FMCS mediation, or during the impasse Informal Conference. Additionally, the Agency argues that the Union proposal is already covered by other provisions of the LSA⁹. As the Union failed to offer any explanation or justification for their proposed changes, the Panel declines to consider or adopt the Union's proposal.

Panel determination for Issue 5: Article 11 – Overtime

As the Union has failed to justify its proposed changes, the parties are ordered to adopt the Agency proposal.

ORDER

Pursuant to the authority vested in the Federal Service Impasses Panel under 5 U.S.C. §7119, the Panel hereby orders the parties to adopt the provisions as stated above.

⁹ As for claims of "covered by", the standard for assessing that claim is established in the Department of Health and Human Services, Social Security Administration, Baltimore, MD and American Federation of Government Employees, National Council of SSA Field Office Locals, Council 220, 47 FLRA 1004 (1993) (SSA). When a matter is already covered by an existing agreement between the parties, there is no duty to bargain. Upon applying the test, if there is no duty to bargain, the Panel will not assert or will withdraw jurisdiction.



Mark A. Carter
FSIP Chairman

August 6, 2019
Washington, D.C.