

73 FLRA No. 105

**DEPARTMENT OF THE NAVY
PUGET SOUND NAVAL SHIPYARD AND
INTERMEDIATE MAINTENANCE FACILITY
BREMERTON, WASHINGTON
(Agency/Activity)**

and

**DEPARTMENT OF THE NAVY
TRIDENT REFIT FACILITY
BANGOR, WASHINGTON
(Agency/Activity)**

and

**BREMERTON METAL TRADES
COUNCIL, AFL-CIO
(Petitioner/Exclusive Representative)**

and

**INTERNATIONAL FEDERATION
OF PROFESSIONAL
AND TECHNICAL ENGINEERS
LOCAL 12, AFL-CIO
(Petitioner/Exclusive Representative)**

**SF-RP-22-0032
SF-RP-23-0004**

**ORDER DENYING
APPLICATION FOR REVIEW**

May 22, 2023

**Before the Authority: Susan Tsui Grundmann,
Chairman, and Colleen Duffy Kiko, Member**

I. Statement of the Case

Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington (PSNS) and Department of the Navy, Trident Refit Facility, Bangor, Washington (TRF) (collectively, the Agency) filed an application for review (application) of the attached decision and order (decision) of Federal Labor Relations Authority (FLRA)

Regional Director John R. Pannozzo (the RD). The RD granted the Bremerton Metal Trades Council, AFL-CIO (BMTC) and International Federation of Professional and Technical Engineers, Local 12, AFL-CIO's (IFPTE) (collectively, the Unions) petitions to consolidate bargaining units represented by BMTC and IFPTE at PSNS and TRF.

The RD found BMTC and IFPTE's proposed consolidated units appropriate under § 7112(a) of the Federal Service Labor-Management Relations Statute (the Statute).¹

In the application, the Agency argues that the RD erred in that finding. For the reasons set forth below, we deny the Agency's application.

II. Background and RD's Decision

PSNS and TRF are naval shipyards that are organizationally part of NAVSEA, which is the Department of the Navy's (Navy) Systems Command. PSNS employs 14,000 people and is responsible for maintaining, repairing, and overhauling submarines, aircraft carriers, and other naval vessels. Most PSNS employees work in Bremerton, Washington. Approximately 150 employees work at each of the three PSNS detachments located in Everett, Washington; San Diego, California; and Yokosuka, Japan. TRF employs about 1,500 employees in Bangor, Washington, and is responsible for repairing, overhauling, and modernizing the Navy's ballistic-missile submarine fleet.

In 2003, the Navy combined all maintenance facilities within the Pacific Northwest region into a single Navy activity. As part of this reorganization, it organizationally structured TRF as part of PSNS and all employees were designated a new unit identification code (identification code) under PSNS.²

In 2005, the FLRA certified BMTC as the exclusive representative for a unit of non-professional employees at PSNS, and certified IFPTE as the exclusive representative of a unit of professional employees and a unit of non-professional employees referred to as the "technical unit" at PSNS.³ Because TRF was part of PSNS at this time, these units included TRF employees.

In 2018, Navy organizationally separated TRF from PSNS, and TRF employees received an identification code different from PSNS employees. In 2019, the FLRA certified BMTC as the exclusive representative for a separate unit of non-professional employees at TRF, and

¹ 5 U.S.C. § 7112(a).

² A unit identification code is an administrative designation for payroll and accounting purposes that the Navy uses to identify employees' subdivision or activity. RD's Decision at 6.

³ *Id.* at 3.

IFPTE as the exclusive representative for a separate unit of professional employees and a separate unit of non-professional employees referred to as the “technical unit” at TRF.⁴

A 2022 memorandum of understanding between, as relevant here, PSNS and TRF (2022 MOU), provides that PSNS functions as the “immediate superior in command” of TRF.⁵ PSNS is headed by a Commanding Officer (PSNS CO), and the detachments are headed by either a Director or an Officer in Charge, who reports to the PSNS CO. TRF is headed by a Commanding Officer (TRF CO), who reports to the PSNS CO.⁶

Currently, BMTC represents over 9,000 non-professional employees at PSNS. The non-professional bargaining-unit positions include welders, metal fabricators, shipfitters, riggers, equipment operators, laborers, electricians, machinists, pipefitters, and mechanics.⁷ At TRF, BMTC represents about 600 non-professional employees. The RD found that these bargaining-unit position titles are “the same or similar to” the position titles at PSNS, including electricians, shipwrights, riggers, welders, mechanics, and pipefitters.⁸

IFPTE currently represents about 2,400 employees in its professional and technical bargaining units at PSNS. The professional bargaining-unit positions include mechanical, chemical, nuclear, and industrial engineers; chemists; health physicists; and others.⁹ The technical bargaining unit includes engineering technicians, quality-assurance specialists, equipment specialists, and others. At TRF, IFPTE represents around 120 employees in its professional and technical bargaining units. The RD found that these bargaining-unit-position titles are “the same or similar to” the position titles at PSNS, including mechanical engineers, materials engineers, chemists, and industrial hygienists for the professional employee’s unit,¹⁰ and engineering technicians, electronics technicians, and quality-assurance specialists for the technical unit.¹¹

The most recent collective-bargaining agreement between PSNS and BMTC went into effect in 2010, and was updated in 2015.¹² The most recent collective-bargaining agreement between PSNS and IFPTE went into effect in 2019, and the parties are currently negotiating a successor agreement.¹³

TRF and BMTC are currently negotiating a collective-bargaining agreement. Under a memorandum of understanding, the parties have agreed to following the existing PSNS-BMTC collective-bargaining agreement while these negotiations are ongoing. TRF and BMTC have also negotiated local memoranda of understanding to address TRF-specific issues or concerns.¹⁴

TRF and IFPTE are also currently negotiating a collective-bargaining agreement, and have similarly agreed to a memorandum of understanding requiring the parties to follow the PSNS-IFPTE collective-bargaining agreement while these negotiations are ongoing. They have also negotiated local agreements to address TRF-specific issues.¹⁵

The Unions both filed petitions with the FLRA to consolidate the units they represent between both facilities. BMTC’s petition (SF-RP-22-0032) sought to consolidate its non-professional bargaining units at PSNS and TRF, and IFPTE’s petition (SF-RP-23-0004) sought to consolidate its professional bargaining units at PSNS and TRF and its non-professional “technical” bargaining units at PSNS and TRF (collectively, the proposed units). The RD consolidated the petitions.

In his decision, the RD applied § 7112(d) of the Statute, which allows consolidation of two or more bargaining units represented by the same exclusive representative if the Authority considers the larger unit to be appropriate.¹⁶ Consistent with Authority precedent, the RD determined that, under § 7112(a) of the Statute, “a unit will be found to be appropriate only if it ensures a clear and identifiable community of interest among the employees; promotes effective dealings with the agency involved; and promotes the efficiency of operations of the agency involved.”¹⁷ Applying these principles, the RD found that the employees in each proposed unit share a clear and identifiable community of interest, and that consolidation of the units would promote effective dealings with, and efficiency of the operations of, the Agency.

As the basis for concluding the Unions’ proposed units each share a clear and identifiable community of interest, the RD found they are part of the same organizational component of the Navy – NAVSEA – and support NAVSEA’s overall mission and function of acquiring, maintaining, and disposing of weapons systems

⁴ *Id.*

⁵ *Id.* at 6 (quoting 2022 MOU at 2).

⁶ *Id.*

⁷ *Id.* at 4.

⁸ *Id.* at 5.

⁹ *Id.* at 4.

¹⁰ *Id.* at 5.

¹¹ *Id.*

¹² *Id.* at 4.

¹³ *Id.*

¹⁴ *Id.* at 5.

¹⁵ *Id.*

¹⁶ *Id.* at 10 (citing 5 U.S.C. § 7112(d)).

¹⁷ *Id.* (citing 5 U.S.C. § 7112(a); *U.S. Dep’t of the Navy, Fleet & Indus. Supply Ctr., Norfolk, Va.*, 52 FLRA 950, 961 n.6 (1997)).

for naval vessels.¹⁸ The RD found the employees in the proposed units are “subject to the same overall chain of command” because the PSNS CO has the authority to set policy at both PSNS and TRF.¹⁹

The RD also found the employees within the proposed units share similar duties, job titles, and work assignments. Specifically, the RD determined that while the non-professional employees at PSNS and TRF have “[s]ome slight differences in work assignments” – because TRF employees may be required to work with ordnance, and PSNS employees may be required to work with reactor fuel – the “nature of the work performed is very similar.”²⁰ The RD made a similar determination with respect to the professional employees in IFPTE’s proposed unit,²¹ as well as the technical employees in IFPTE’s other proposed unit.²²

The RD further found that employees at PSNS and TRF are subject to the “same general conditions of employment.”²³ On this point, the RD determined that the employees perform similar work in similar shipyard-type environments using similar tools and equipment;²⁴ are governed by similar personnel policies²⁵ and labor-relations policies;²⁶ work in relatively close geographic proximity;²⁷ and that there is “some interchange between PSNS and TRF, in the form of details” or “loaning and borrowing” employees among all three proposed units.²⁸

Applying Authority precedent governing proposed consolidations, the RD examined four additional factors pertaining to the community-of-interest criterion. “These factors are: the degree of commonality and integration of the mission and function of the components involved; the distribution of the employees involved throughout the organizational and geographical components of the agency; the degree of similarity in the occupational undertakings of the employees in the

proposed unit; and the locus and scope of personnel and labor relations authority and functions.”²⁹

With respect to the first factor, the RD found that while PSNS and TRF have distinct missions and separate responsibilities, their missions bear a relationship to one another because both support the Navy’s “fighting capability by ensuring that [n]aval vessels are in proper working order” and they both fulfill their missions by performing maintenance on naval vessels.³⁰ Regarding the second factor, the RD found that the majority of the proposed units’ employees are located in the Puget Sound region of Washington, and that PSNS and TRF are located less than twenty miles apart.³¹ Applying the third factor, the RD noted his finding that the “occupational undertakings” of the proposed units are similar, and that the employees at both facilities support the Navy’s mission by performing maintenance and engineering work on naval vessels.³² Addressing the fourth factor, the RD found that certain personnel policies differed between PSNS and TRF, including policies on upward mobility, hours of work, overtime, and holiday curtailment.³³ However, the RD concluded that Authority precedent “does not require labor-relations and personnel decisions to be processed centrally,”³⁴ and that the other factors weighed in favor of finding a community of interest among the proposed units.³⁵

In addition, the RD found the proposed units would promote effective dealings with the Agency because the Navy Office of Civilian Human Resources (OCHR) administers labor and employee relations at both PSNS and TRF; NAVSEA can issue broad operating policies that apply to both PSNS and TRF, which may be tailored at the local level to each facility’s needs; and the record did not establish the proposed units “would prevent or substantially limit the Navy’s ability to negotiate matters of critical concern to” employees in these units.³⁶ The RD discounted the Agency’s concern that consolidating the units would result in “least common

¹⁸ *Id.* at 12.

¹⁹ *Id.* at 12, 15, 17.

²⁰ *Id.* at 12 (further finding that “[r]iggers are still responsible for lifting and handling operations regardless of whether they work for PSNS or TRF,” and “[w]elders still weld, and painters still paint, regardless of whether they work for PSNS or TRF”).

²¹ *Id.* at 15 (“For example, a mechanical engineer at either facility is expected to review proposed design modifications for systems and equipment on [n]aval vessels, and to influence hardware design with the aim of alleviating potential problems.”).

²² *Id.* at 17 (“Regardless of his/her facility, an engineering technician performs technical engineering duties, and provides job planning and engineering services for [n]aval vessels.”).

²³ *Id.* at 12, 15, 17.

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.* (noting that the labor-relations policies for employees in all three units are administered by Navy Office of Civilian Human Resources, which services both PSNS and TRF).

²⁷ *Id.* at 12, 15, 18.

²⁸ *Id.*

²⁹ *U.S. Dep’t of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base, Ohio*, 55 FLRA 359, 362 (1999) (*Wright-Patterson AFB*) (quoting *U.S. DOJ*, 17 FLRA 58, 62 (1985)).

³⁰ RD’s Decision at 13, 16, 18.

³¹ *Id.*

³² *Id.* at 13, 16, 18-19.

³³ *Id.* at 13, 16, 19.

³⁴ *Id.* at 13 (citing *Army & Air Force Exch. Serv., Dall., Tex.*, 5 FLRA 657, 661 (1981)).

³⁵ *Id.* at 14, 16, 19 (citing *Wright-Patterson AFB*, 55 FLRA at 362).

³⁶ *Id.* at 12, 15, 18.

denominator' agreements that either work poorly for both facilities, or that are biased towards the interests of PSNS (the much larger facility) at the expense of TRF.³⁷ In this regard, the RD found consolidation would not prevent the parties from negotiating local supplemental agreements or memoranda of understanding specific to one facility, code, or shop.³⁸ Additionally, the RD noted that both Unions have a history of representing employees across both facilities as single units from 2005 to 2019, when Bremerton and Bangor employees were all PSNS employees.³⁹ The RD found the proposed consolidations would reduce unit fragmentation, which promotes effective labor-management relations.⁴⁰

Regarding the efficiency-of-operations criterion, the RD determined the proposed units bear "a rational relationship to the Navy's organizational and operational structure" – and thus promote the efficiency of agency operations – because PSNS and TRF "are both part of NAVSEA," and because consolidation would not likely affect the Navy's operations related to cost, productivity, and use of resources.⁴¹ The RD also found no evidence that consolidation would require the Agency to create a new organizational structure.⁴² Additionally, the RD concluded that any local negotiations necessitated by the consolidations would likely not impose any additional costs on the Agency because the parties negotiate separately under the current unit structure.⁴³

Therefore, the RD concluded that the proposed consolidated units are appropriate under § 7112(a), and he ordered that the units be consolidated.

The Agency filed its application on March 23, 2023. PSNS and BMTC each filed an opposition to the application on April 2, 2023, and April 7, 2023, respectively.

III. Analysis and Conclusions

Under the Authority's Regulations, the Authority may grant an application for review only when the application demonstrates that review is warranted, as relevant here, regarding whether there is a genuine issue over whether the RD has failed to apply established law or committed a clear and prejudicial error concerning a substantial factual matter.⁴⁴ The Agency generally asserts

the Authority should grant its petition because the RD failed to apply established law and committed clear and prejudicial errors concerning substantial factual matters.⁴⁵

A. Community of Interest

The fundamental premise of the community-of-interest criterion is to ensure that employees can deal collectively with management as a single group.⁴⁶ As set forth above, the RD examined the relevant factors and concluded the proposed consolidated units would ensure a clear and identifiable community of interest.

The Agency contends the RD erred in reaching this conclusion by disregarding differences between the missions and chains of command between PSNS and TRF that the Agency established in the 2019 realignment.⁴⁷ Specifically, the Agency argues that, since the realignment, the TRF CO is in a separate chain of command for operations because the TRF CO has an "[a]dditional [d]uty relationship" with the Commander, Submarine Group NINE (CSG9), who establishes goals and metrics for TRF repair activities, assesses the adequacy of TRF operations, and provides fitness reports to the TRF CO.⁴⁸ The Agency asserts that, pursuant to this organizational structure, the TRF CO and management possess local control over personnel, labor matters, and working conditions of TRF employees, which includes the authority to hire, fire, transfer, discipline, and bargain separate from PSNS,⁴⁹ and that the RD erred by ignoring the material improvement in TRF operations resulting from "the establishment of TRF as a separate command."⁵⁰

The Agency also contends that, because of TRF's specialized mission, its employees are subject to different working conditions and higher security requirements than employees at PSNS.⁵¹ Specifically, the Agency asserts that while TRF performs lifecycle maintenance, modernization, and repair on operational ballistic missile submarines during time-sensitive refits lasting weeks, PSNS primarily performs larger maintenance projects lasting months or years, including "nuclear work" that is not performed at TRF,⁵² and that the RD erred by disregarding these differences.⁵³

As noted, the RD based his finding that the PSNS CO has the ability to set policy at both PSNS and TRF

³⁷ *Id.* at 14.

³⁸ *Id.* at 14, 17, 19.

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ *Id.* at 12; *see also id.* at 15, 18.

⁴² *Id.* at 14, 17.

⁴³ *Id.* at 13, 15, 18.

⁴⁴ *U.S. Dep't of VA, VA St. Louis Healthcare Sys., St. Louis, Mo.*, 70 FLRA 247, 248 (2017) (citing 5 C.F.R. § 2422.31(c)).

⁴⁵ Application at 7.

⁴⁶ *U.S. Dep't of the Air Force, Travis Air Force Base, Cal.*, 64 FLRA 1, 6 (2009) (*Travis AFB*) (Member Beck dissenting).

⁴⁷ Application at 10-11; *see also id.* at 7-9.

⁴⁸ *Id.* at 12; *see also id.* at 9.

⁴⁹ *Id.* at 10.

⁵⁰ *Id.* at 13.

⁵¹ *Id.* at 10-11.

⁵² *Id.* at 11-12.

⁵³ *Id.* at 10-11.

upon the 2022 MOU, which states that PSNS functions as the “immediate superior in command” of TRF.⁵⁴ While the Agency argues this finding was erroneous because the TRF CO maintains an additional duty relationship with CSG9, it does not explain how this relationship renders erroneous the RD’s finding that the TRF CO reports directly to the PSNS CO, or otherwise undermines the RD’s finding that the PSNS CO has the authority to set policy at both PSNS and TRF. Moreover, IFPTE points to additional evidence in the Agency’s exhibits supporting the RD’s finding, including an organizational chart reflecting that the TRF CO reports directly to the PSNS CO, even while also maintaining the additional duty relationship with CSG9.⁵⁵ Accordingly, the Agency has not established the RD erred with respect to this finding, or that the TRF CO’s additional duty relationship rendered erroneous the RD’s finding that the proposed units would ensure a community of interest.⁵⁶

We similarly reject the Agency’s argument that the RD erred by disregarding the differences between the missions and working conditions of PSNS and TRF employees. The Authority has consistently held that in assessing the community-of-interest criterion, the separate missions of each component “need only ‘bear a relationship’ to one another” and the functions they perform “need only be ‘similar or supportive’ to warrant consolidation.”⁵⁷ The Authority has also held that, to establish a shared community of interest, “employees in a proposed unit need only perform duties that are ‘similar.’”⁵⁸

The Agency argues the RD erred in applying this standard by disregarding particular differences “regarding the type of work performed at each facility and the vessels that are serviced,”⁵⁹ and by concluding that PSNS and TRF share a similar mission and function simply because they

are both part of NAVSEA.⁶⁰ However, in concluding the proposed units share a community of interest, the RD acknowledged that PSNS and TRF have “distinct missions and separate responsibilities” as well as differences “regarding the type of work performed at each facility and the vessels that are serviced.”⁶¹ And the RD also made extensive findings – unchallenged by the Agency – regarding the similarities of the duties, job titles, and work assignments of employees within the proposed units.⁶² Moreover, contrary to the Agency’s assertion, the RD did not find that the facilities “share a clear and identifiable community of interest *because* they are part of the same organizational component of the Navy (NAVSEA).”⁶³ Instead, the RD found that the missions of PSNS and BMTC “bear a relationship to one another” because they both support the “Navy’s fighting capability by ensuring that [n]aval vessels are in proper working order” and “fulfill their missions by performing maintenance.”⁶⁴ Accordingly, the Agency has failed to demonstrate the RD erred in determining the employees in the proposed units share a community of interest.⁶⁵

B. Effective Dealings

The Agency argues the RD erred by determining the proposed consolidations would promote effective dealings with PSNS and TRF because “[p]ast experience” with bargaining units covering both PSNS and TRF “revealed several problems.”⁶⁶ It also argues the RD erred by concluding that consolidation would not prevent the parties from negotiating local supplemental agreements or memoranda of understanding to address concerns unique to TRF.⁶⁷

As to its first contention, the Agency asserts that when the bargaining units at PSNS and TRF were previously consolidated, union representatives were

⁵⁴ RD’s Decision at 6 (quoting 2022 MOU at 2).

⁵⁵ IFPTE Opp’n at 15 (citing Ex. B, Slide 4).

⁵⁶ See, e.g., *Travis AFB*, 64 FLRA at 6 (upholding RD’s finding of community of interest where all employees of the units proposed for consolidation “are ultimately under the [same] command”); see also *U.S. Dep’t of the Navy, Commander Naval Base, Norfolk, Va.*, 56 FLRA 328, 332 (2000) (Chairman Wasserman concurring in part, dissenting in part) (“As agencies can have . . . different chains of command, the fact that the Statute provides for the possibility of agency-wide units implies that employees who work for the same agency, but are in different chains of command, are not automatically precluded from constituting a single appropriate unit.”).

⁵⁷ *Wright-Patterson AFB*, 55 FLRA at 362 (quoting *Dep’t of the Navy, U.S. Marine Corps*, 8 FLRA 15, 22 (1982)); see also *Travis AFB*, 64 FLRA at 6 (holding that the “separate missions of components need only bear a relationship to one another and functions need only be similar”).

⁵⁸ *U.S. Dep’t of Com., U.S. Census Bureau*, 64 FLRA 399, 402 (2010) (*Commerce*) (quoting *Wright-Patterson AFB*, 55 FLRA at 363).

⁵⁹ Application at 13.

⁶⁰ *Id.*; see also *id.* at 11 (arguing that because “[t]he majority of the Navy shares a similar overall mission and function,” that “cannot be dispositive or the Navy would have a single bargaining unit”).

⁶¹ RD’s Decision at 13.

⁶² *Id.* at 12, 15, 17.

⁶³ Application at 11 (emphasis added).

⁶⁴ RD’s Decision at 13; see also *id.* at 16, 18.

⁶⁵ *U.S. Dep’t of the Air Force, Dover Air Force Base, Del.*, 66 FLRA 916, 920 (2012) (*Dover AFB*) (“[T]o the extent that the [a]ctivity’s assertion challenges the weight the RD gave the evidence, such a challenge is ‘not sufficient to find that an RD committed clear and prejudicial error concerning a substantial factual matter.’” (quoting *U.S. Dep’t of VA, Med. Ctr., Hampton, Va.*, 65 FLRA 364, 366 (2010))).

⁶⁶ Application at 15.

⁶⁷ *Id.* at 14-15.

“often unavailable due to distance and scheduling conflicts,” resulting in “delays in adjudicating grievances and other issues.”⁶⁸ It further asserts that TRF managers were forced to deal with “unfamiliar union representatives who did not understand TRF policies, processes, procedures, and working conditions.”⁶⁹ Additionally, it generally contends that the consolidated bargaining units made it “harder to negotiate agreements.”⁷⁰ However, because the Agency fails to support any of these assertions with citations to record evidence, they do not demonstrate the RD committed a clear and prejudicial error concerning these matters.⁷¹

As to its second contention, the Agency argues that, because the negotiation of local supplemental agreements is a permissive subject of bargaining, the RD erred by concluding that the consolidated units could use such agreements to address matters unique to TRF.⁷² Specifically, the Agency contends that, because the negotiation of local agreements would depend upon an agreement by the PSNS CO and the Unions to engage in such bargaining, the authority of the TRF CO “would be reduced to providing input” to the PSNS CO, thereby “nullify[ing] the intention of the Navy when it placed [the TRF CO] in an [additional duty] reporting relationship to [CSG9] and removed the TRF civilian workforce from [the PSNS CO’s] direct command.”⁷³ The Agency argues that, by ignoring this concern, “the RD overrides the military judgment of the commanders who established TRF as an independent major command.”⁷⁴

The Agency cites an Authority decision holding that, because the Statute only requires parties to bargain at the level of certification, “a representative with a collective[-]bargaining relationship in a consolidated bargaining unit is not required to bargain locally with individual components that make up the consolidated unit unless such bargaining has been agreed to at the consolidated level.”⁷⁵ In the same decision, however, the

Authority recognized that “[p]arties to a . . . consolidated bargaining unit may, and often do, authorize local components to bargain supplemental and other agreements over particular subjects or in particular circumstances.”⁷⁶ Additionally, the Authority has previously rejected an agency’s argument that because local supplemental agreements might be necessary, this disproved a regional director’s determination that consolidation would improve the efficiency of operations.⁷⁷

In finding the parties could rely on local supplemental agreements to address matters of particular concern at TRF, the RD specifically noted PSNS’s history of negotiating agreements with BMTC and IFPTE before the realignment.⁷⁸ The RD also found that, since TRF’s realignment, TRF has continued to follow the agreements previously negotiated between PSNS and BMTC and between PSNS and IFPTE, respectively, while it negotiates new agreements with BMTC and IFPTE.⁷⁹ The RD further found that, during the parties’ bargaining history, TRF has successfully negotiated local memoranda of understanding with both BMTC and IFPTE to address issues specific to TRF.⁸⁰

The Agency does not contest these findings, nor does it point to evidence in the record indicating the TRF CO’s authority has been undermined in the manner it describes during the course of these post-alignment arrangements. Accordingly, the Agency fails to demonstrate that the RD erred by finding that consolidation would not prevent the parties from negotiating local supplemental agreements or memoranda of understanding to address concerns unique to TRF.⁸¹

C. Efficiency of Operations

The Agency argues the consolidations would impede the Agency’s operations and, thus, that the RD erred by finding the consolidations would promote

⁶⁸ *Id.* at 15.

⁶⁹ *Id.*

⁷⁰ *Id.* at 16.

⁷¹ See *U.S. Dep’t of the Navy, Fleet Readiness Ctr. Sw., San Diego, Cal.*, 63 FLRA 245, 252 (2009) (union’s “bare assertion is not sufficient” to support claim that RD erred in finding efficiency of operations); *U.S. Dep’t of the Air Force, Lackland Air Force Base, San Antonio, Tex.*, 59 FLRA 739, 742 (2004) (*Lackland AFB*) (activity’s assertion that it would be “impossible” to bargain over certain matters does not demonstrate RD erred in finding proposed unit would promote effective dealings, where activity “has not provided any evidence or support for this contention”).

⁷² Application at 14 (citing *U.S. Food & Drug Admin., Ne. & Mid-Atl. Regions*, 53 FLRA 1269, 1273-74 (1998) (*FDA*)).

⁷³ *Id.* at 15.

⁷⁴ *Id.*

⁷⁵ *FDA*, 53 FLRA at 1274.

⁷⁶ *Id.*

⁷⁷ E.g., *U.S. Dep’t of Interior, Nat’l Park Serv., Ne. Region*, 69 FLRA 89, 98 (2015) (*Interior*) (favorably noting RD’s finding that, while local supplemental agreements “may be necessary under the consolidated unit,” consolidation “would improve efficiency of operations by reducing the number of [collective-bargaining agreements] within the [a]gency”).

⁷⁸ RD’s Decision at 14, 15, 19.

⁷⁹ *Id.* at 5.

⁸⁰ *Id.*

⁸¹ See *Interior*, 69 FLRA at 97 (upholding RD’s finding that consolidated unit would promote effective dealings where the RD found “no evidence” that the collective-bargaining agreements negotiated by the two existing consolidated units have caused problems); see also *Lackland AFB*, 59 FLRA at 742 (rejecting activity’s argument that it would be “impossible” for the parties to bargain over certain matters in the proposed consolidated unit where activity failed to provide any evidence or support for this contention).

efficiency of the Agency's operations.⁸² The criterion of efficiency of operations "concerns the degree to which the unit structure bears a rational relationship to the operational and organizational structure of the agency."⁸³ In assessing this criterion, the Authority "examines the effect of the proposed unit on operations in terms of cost, productivity, and use of resources."⁸⁴

The Agency contends the RD misapplied this criterion because the consolidations would result in increased costs and decreased productivity for both PSNS and TRF and would "create a fundamental change in the way that the Agency operates" by "seriously imped[ing] the Navy's mission to improve the performance of TRF's mission."⁸⁵ To support these arguments, the Agency cites correspondence between naval commanders describing the inefficiencies that combining the facilities caused and the effect these inefficiencies had on TRF's ability to effectively maintain and repair the ballistic-missile submarine fleet.⁸⁶ It also cites evidence that, since the realignment, TRF's performance has improved more than fifty-two percent.⁸⁷

As noted, the RD found no evidence that the proposed consolidations would require the Navy to create a new organizational structure, or that they were likely to adversely affect the Navy's operations in terms of cost, productivity, and use of resources.⁸⁸ Moreover, we note that the Agency's organizational structure and the composition of the bargaining units are not synonymous. While the Agency's evidence explains the Navy's rationale for TRF's realignment, the Agency has not demonstrated how it shows the *proposed consolidations* would interfere with that realignment, or how the consolidations would materially affect the increased efficiencies realized by TRF under the realignment.⁸⁹

As both Unions point out, the post-realignment improvement in TRF's efficiency occurred while the Unions and TRF were still following the

collective-bargaining agreement negotiated between PSNS and the Unions prior to the realignment – meaning that TRF was able to accomplish its post-realignment efficiencies while the parties operated under a common collective-bargaining agreement.⁹⁰ Moreover, as discussed above, the RD found that the parties have successfully negotiated local memoranda of understanding to address TRF-specific issues or concerns during this time period. Accordingly, the Agency has not demonstrated the RD erred in this respect.

The Agency also asserts that the proposed consolidations would "increase management's time and attention required to coordinate agreements between both command[s]," and that the "lack of a constructive labor-management relationship [would] degrade both commands['] ability to accomplish their mission."⁹¹ To support this contention, the Agency asserts that PSNS and TRF have "spent the last [five] years plus and hundreds of man hours negotiating their current contracts," and that renegotiation of these nearly completed contracts would impede its operations.⁹²

However, the Agency points to no record evidence to support its contention that these bargaining responsibilities have impeded its operations. Nor does it address the RD's finding that consolidation would reduce unit fragmentation,⁹³ which the Authority has recognized "promote[s] efficient operations."⁹⁴ Moreover, the Authority has recognized that, while unit consolidations typically impose new bargaining obligations on the parties, this does not compel a finding that the consolidation does not promote efficiency of operations.⁹⁵ Consistent with the foregoing, we find the Agency has not demonstrated that the RD erred in determining that the proposed consolidated units would promote efficient operations.

⁸² Application at 17.

⁸³ *Dover AFB*, 66 FLRA at 921.

⁸⁴ *Id.*

⁸⁵ Application at 17.

⁸⁶ *Id.* (citing Application, Ex. E-F).

⁸⁷ *Id.*

⁸⁸ See RD's Decision at 14, 15, 17, 18, 19.

⁸⁹ *Miss. Army Nat'l Guard, Jackson, Miss.*, 57 FLRA 337, 342 (2001) (rejecting argument that RD failed to properly apply efficiency-of-operations criterion where activity did "not provide[] any specifics as to how its efficiency of operations would be hampered aside from . . . general statements"); *U.S. Dep't of Com., Nat'l Weather Serv., Silver Spring, Md.*, 62 FLRA 472, 477 (2008) (rejecting argument that RD committed clear error concerning a substantial factual matter where petitioner failed to explain how alleged error was pertinent to the governing standard).

⁹⁰ IFPTE Opp'n at 24; BMTCC Opp'n at 3.

⁹¹ Application at 18.

⁹² *Id.*

⁹³ RD's Decision at 14, 17, 19.

⁹⁴ *Commerce*, 64 FLRA at 404; see also *Wright-Patterson AFB*, 55 FLRA at 364 ("[T]he purpose of [§] 7112(d) is to facilitate consolidation, on the ground that reducing unit fragmentation promotes an effective bargaining structure. We conclude that this statutory scheme reflects a judgment that consolidation and the resulting reduction in unit fragmentation promotes effective labor relations, as long as the resulting unit is appropriate." (internal citations omitted)).

⁹⁵ See, e.g., *U.S. Dep't of the Air Force, 82nd Training Wing, 361st Training Squadron, Aberdeen Proving Ground, Md.*, 57 FLRA 154, 157 (2001) ("While the [a]gency will undoubtedly incur costs negotiating and administering a collective[-]bargaining agreement [with the consolidated unit], this would be true for any unit.").

In sum, the Agency has not demonstrated that the RD erred in finding the proposed consolidated units appropriate.

V. Order

We deny the Agency's application for review.

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS
AUTHORITY
SAN FRANCISCO REGION

DEPARTMENT OF THE NAVY
PUGET SOUND NAVAL SHIPYARD AND
INTERMEDIATE MAINTENANCE FACILITY
BREMERTON, WASHINGTON
(Agency/Activity)

and

DEPARTMENT OF THE NAVY
TRIDENT REFIT FACILITY
BANGOR, WASHINGTON
(Agency/Activity)

and

BREMERTON METAL TRADES
COUNCIL, AFL-CIO
(Petitioner/Exclusive Representative)

and

INTERNATIONAL FEDERATION
OF PROFESSIONAL
AND TECHNICAL ENGINEERS
LOCAL 12, AFL-CIO
(Petitioner/Exclusive Representative)

SF-RP-22-0032
SF-RP-23-0004

DECISION AND ORDER

I. Statement of the Case

The Bremerton Metal Trades Council, AFL-CIO (BMTC) filed the petition in Case Number SF-RP-22-0032 on September 30, 2022, under Section 7105 of the Federal Service Labor-Management Relations Statute (Statute). BMTC seeks to consolidate its non-professional bargaining units at the Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS), and the Trident Refit Facility (TRF). The International Federation of Professional and Technical Engineers, Local 12, AFL-CIO (IFPTE) filed the petition in Case Number SF-RP-23-0004 on October 19, 2022, under Section 7105 of the Statute. IFPTE seeks to consolidate its professional

bargaining units at PSNS and TRF, and it seeks to consolidate its non-professional, “technical” bargaining units at PSNS and TRF. Case number SF-RP-22-0032 and SF-RP-23-0004 are hereby consolidated in order to avoid unnecessary costs and delay, and to effectuate the purpose and policy of the Statute.¹

The San Francisco Regional Office investigated the petitions. All parties were given the opportunity to provide witness testimony, and to submit documentary evidence and position statements. Based on my investigation, I conclude that the proposed consolidated units are appropriate units under Section 7112(a) of the Statute and should be consolidated.

II. Findings of Fact

A. Bargaining Unit Descriptions

In 2005, a Certification of Representative was issued to BMTC concerning a unit of non-professional Department of the Navy employees, described as follows:

Included: All non-professional employees of the Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington.

Excluded: Non-professional employees in the technical bargaining unit; professional employees; management officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7); and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.²

In 2019, a Certification of Representative was issued to BMTC concerning a unit of non-professional Department of the Navy employees, described as follows:

Included: All non-professional employees of the Trident Refit Facility, Bangor, Washington, Department of the Navy.

¹ See 5 C.F.R. §§ 2422.30(a) and 2429.2.

² Certification of Representative; Case Number SF-RP-05-0012 (August 18, 2005). OPM BUS Code 3748.

Excluded: All non-professional employees in the technical bargaining unit; professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).³

In 2005, a Certification of Representative was issued to IFPTE concerning a unit of professional Department of the Navy employees, described as follows:

Included: All professional employees of the Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington.

Excluded: All non-professional employees; management officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7); and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.⁴

In 2005, a Certification of Representative was issued to IFPTE concerning a unit of non-professional Department of the Navy employees. Known as the “technical unit,” it is described as follows:

Included: All technical employees in the fields of engineering and related sciences, as well as technical employees in direct support of the engineering and science functions of the Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington.

Excluded: All other non-professional employees; management

officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7); and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.⁵

In 2019, a Certification of Representative was issued to IFPTE concerning a unit of professional Department of the Navy employees, described as follows:

Included: All professional employees of the Trident Refit Facility, Bangor, Washington, Department of the Navy.

Excluded: All non-professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).⁶

In 2019, a Certification of Representative was issued to IFPTE concerning a unit of non-professional Department of the Navy employees. Known as the “technical unit,” it is described as follows:

Included: All technical employees in the fields of engineering and related sciences, as well as technical employees in direct support of the engineering and science functions of the Trident Refit Facility, Bangor, Washington, Department of the Navy.

Excluded: All other non-professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).⁷

³ Certification of Representative; Case Number SF-RP-19-0001 and SF-RP-19-0003 (February 22, 2019). OPM BUS Code 5549.

⁴ Certification of Representative; Case Number SF-RP-05-0012 (August 18, 2005). OPM BUS Code 3334.

⁵ Certification of Representative; Case Number SF-RP-05-0012 (August 18, 2005). OPM BUS Code 3327.

⁶ Certification of Representative; Case Number SF-RP-19-0001 and SF-RP-19-0003 (February 22, 2019). OPM BUS Code 5547.

⁷ Certification of Representative; Case Number SF-RP-19-0001 and SF-RP-19-0003 (February 22, 2019). OPM BUS Code 5546.

B. Overview of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility

PSNS is located in Bremerton, Washington. It was established in 1891 and is the largest of the Navy's four public shipyards, employing over 14,000 civilians. PSNS is capable of servicing all classes of Naval vessels, and is the only shipyard in the Pacific capable of docking Nimitz-class aircraft carriers. The vast majority of PSNS employees work in and around Bremerton, but PSNS also includes three detachments, located in Everett, Washington; San Diego, California; and Yokosuka, Japan; and a service center located in Guam. The detachments employ about 150 civilians each. PSNS is headed by a Commanding Officer, Captain James P. "Jip" Mosman. Detachments are headed by either a Director (if he/she is a civilian) or an Officer in Charge (if he/she is military), who reports directly to Captain Mosman.

PSNS is a part of NAVSEA, which is the largest of the Navy's Systems Commands. NAVSEA's basic function is to acquire, maintain, and dispose of weapons systems for Naval vessels. The primary mission and function of PSNS is to conduct refueling overhauls, major maintenance periods, refits, and continuous maintenance on submarines, aircraft carriers, and other Naval vessels. PSNS also deactivates and recycles reactor fuel for nuclear-powered ships and submarines. The work performed at PSNS often involves large-scale, complex, and time-consuming projects, rather than more routine types of maintenance. When a ship docks at PSNS for maintenance and repair, its weapons are offloaded.

The roughly 14,000 PSNS civilian employees occupy a wide variety of job categories and types. BMTC represents over 9,000 non-professional employees at PSNS, who are grouped into "Codes" and then further divided into "Shops," based on the type of work performed. For example, Code 700 includes all positions associated with cranes and lifting. All shipfitters are Shop 11, and so forth. Non-professional bargaining unit positions include welders; metal fabricators; shipfitters; riggers; equipment operators; laborers; electricians; machinists; pipefitters; mechanics; and others. PSNS and BMTC have a history of collective bargaining that dates back several decades, before the Statute was enacted. The most recent PSNS-BMTC collective bargaining agreement went into effect in 2010, and was updated in 2015.

IFPTE represents about 2,400 total employees in its professional and technical bargaining units at PSNS,

and they are also divided into Codes and Shops. Professional bargaining unit positions include mechanical, chemical, nuclear, and industrial engineer; chemist; health physicist; and others. The technical bargaining unit includes engineering technicians; quality assurance specialists; equipment specialists; and others. The most recent PSNS-IFPTE collective bargaining agreement went into effect in 2019, and the parties are currently negotiating a successor agreement.

C. Overview of the Trident Refit Facility

TRF is located in Bangor, Washington, roughly seventeen miles north of PSNS. TRF was established in 1981 as the primary maintenance facility for the Navy's ballistic missile submarine (SSBN) fleet, and employs approximately 1,500 civilians. TRF is headed by a Commanding Officer, Captain Michael B. Eberlein, who reports directly to Captain Mosman.⁸ Like PSNS, TRF is part of NAVSEA.⁹ Its primary mission is to support the nation's strategic deterrent by repairing, incrementally overhauling, and modernizing Pacific Fleet SSBNs during refits. A distinguishing feature of TRF is the concept of the "incremental overhaul." SSBNs have a patrol period of about seventy-seven days, followed by an import period of about thirty-five days, during which maintenance is performed. The short maintenance period means that the work performed at TRF tends to be faster-paced than the work performed at PSNS. TRF services SSBN's strategic weapons systems, which means that a vessel's weapons are not offloaded when it docks at TRF for maintenance and repair.

BMTC represents about 600 non-professional TRF employees. Codes and Shops at TRF are structured much the same way as at PSNS. BMTC bargaining unit position titles at TRF are the same or similar to bargaining unit position titles at PSNS. They include electricians; shipwrights; riggers; welders; mechanics; pipefitters; and others. BMTC and TRF are currently negotiating a collective bargaining agreement. A memorandum of understanding is in effect that requires the parties to follow the existing PSNS-BMTC collective bargaining agreement while these negotiations are ongoing. TRF and BMTC have also negotiated local memoranda of understanding to address issues or concerns that are specific to TRF.

IFPTE represents around 120 total employees in its professional and technical bargaining units at TRF. IFPTE bargaining unit position titles at TRF are the same or similar to bargaining unit positions at PSNS. Professional unit position titles include mechanical

⁸ In Navy Parlance, Captain Eberlein is also assigned "additional duty" to the Commander, Submarine Group 9, Admiral Benning. Submarine Group 9 "owns" the submarines that are serviced at TRF, and Captain Eberlein consequently works closely with Admiral Benning. In fact, it appears that

Captain Eberlein deals with Admiral Benning more often than he deals with Captain Mosman.

⁹ NAVSEA operates PSNS and TRF, but the Commander, Pacific Fleet "owns" them. This means funding for PSNS and TRF flows from the Pacific Fleet Commander, not NAVSEA.

engineer; materials engineer; chemist; industrial hygienist; and others. Technical unit position titles include engineering technician; electronics technician; quality assurance specialist; and others. IFPTE and TRF are currently negotiating a collective bargaining agreement. Much like the arrangement between PSNS and BMTC, a memorandum of understanding requires the parties to follow the 2009 PSNS-IFPTE collective bargaining agreement while negotiations are ongoing.¹⁰ IFPTE and TRF have negotiated memoranda of understanding and other agreements that apply to both PSNS and TRF. They have also negotiated local agreements specific to TRF.

D. PSNS and TRF's Place within the Navy's Organizational Structure and Their Relationship to Each Other

The Navy designates its commands using an "Echelon" number, from one to six. The Chief of Naval Operations is Echelon One. NAVSEA is an Echelon Two command, and PSNS is an Echelon Three command. TRF is an Echelon Four command. The relationship between PSNS and TRF dates back decades. In the early 1990s, after the collapse of the Soviet Union and before the rise of China as a major power, the United States began a large drawdown of the military, which included some of the Navy's shore-based infrastructure. The Navy reorganized all of its regional "intermediate level" maintenance activities within a single command. As relevant here, PSNS absorbed the Everett, Washington maintenance activity in about 1998 and became the Naval Intermediate Maintenance Facility NW. In 2003, the Navy reorganized again and combined all maintenance facilities within the Pacific Northwest region into a single Navy activity, Puget Sound Naval Shipyard and Intermediate Maintenance Facility. TRF, which was a separate Navy activity prior to 2003, became part of PSNS at this time. In about 2003, all civilian employees at the realigned activities were designated a new unit identification code (UIC), under PSNS.¹¹

The world had changed by 2014, as Russia and China built up their military capabilities. Navy priorities began to shift from cost savings back to strategic deterrence. This caused the Navy to recognize some disadvantages to the reorganizations that occurred in the 1990s and 2000s. In 2018, the Navy reorganized and separated TRF from PSNS.¹² The TRF employees then received a new UIC, different from the PSNS employees' UIC. Although TRF is no longer part of PSNS, Captain Eberlein still reports to Captain Mosman, as noted

in subsection (C) above, and Mosman signs Eberlein's performance evaluation, called a "fitness report." In July 2022, PSNS, TRF, and Submarine Group 9 executed a memorandum of understanding regarding "Roles and responsibilities for Ohio and Columbia class intermediate and depot level maintenance." This memorandum stated that PSNS functions as the "immediate superior in command" of TRF. Thus, Mosman has the ability to set policy at both PSNS and TRF.

But in practice, Captain Mosman generally does not involve himself in everyday TRF operations, partly because Navy culture discourages micromanaging by higher-level Commanders unless absolutely necessary. The degree of independence between PSNS and TRF is illustrated by their differing approaches to handling Covid-19. NAVSEA issued Covid-19 guidance to its subordinate activities, which was then tailored by Commanding Officers to fit the needs of the individual activities. At TRF, Captain Eberlein implemented stringent rules regarding testing, vaccinations, and close contacts, and he placed strict limits on access to vessels, above and beyond what NAVSEA required. Among other things, TRF built trails or chutes that only allowed employees to access the specific section of the vessel that they worked on. The reason for this was the short maintenance period at TRF and the havoc that a Covid-19 outbreak on a vessel would have caused. These strict rules were presumably not necessary at PSNS and were not implemented there. After PSNS completes its maintenance work on a vessel, the vessel undergoes a pre-deployment training cycle that can last for multiple months, which means that a Covid-19 outbreak would not have been as disruptive.

TRF's budget is a line item on the larger PSNS budget. The money flows from the PSNS comptroller to the TRF comptroller. The PSNS comptroller maintains some oversight over TRF's use and allocation of funds, but generally does not direct TRF's budgetary decisions. PSNS and TRF use different timekeeping systems, and TRF payroll information is sent directly to the military's centralized payroll office. It does not go through PSNS first. OSHA and EEOC consider PSNS and TRF to be separate organizations for reporting purposes. NAVSEA audits PSNS and TRF separately.

Employees who occupy positions that exist at both facilities work under the same or very similar position descriptions. They also perform very similar

¹⁰ The parties chose to apply the 2009 PSNS-IFPTE collective bargaining agreement to TRF because the 2019 collective bargaining agreement did not go into effect until after a 2018 reorganization, which will be discussed in subsection (D) below.

¹¹ A UIC is an administrative designation for payroll and accounting purposes that is used by the Navy to identify employees of a certain Naval subdivision or activity.

¹² The reorganization has apparently proven to be successful. According to the Navy, TRF's refit schedule performance has improved by over 50% since 2018.

work, even though specific repair tasks can vary owing to the differing missions and maintenance schedules of PSNS and TRF. This is true for employees in the non-professional BMTC units and for employees in the professional and technical IFPTE units. Employees in all bargaining units are at least occasionally detailed or temporarily assigned from one facility to the other. Employees are also sometimes “loaned and borrowed” between facilities, which does not constitute an official detail but functions much the same way. Details occur for one of two reasons: capacity (that is, heavy workload), or technical expertise. Sometimes employees require additional training before beginning a detail.¹³

Employees at PSNS and TRF work under similar, but not the same, conditions of employment. For example, riggers, who are BMTC bargaining unit employees, perform similar work using similar equipment at PSNS and TRF. However, PSNS riggers have to occasionally handle reactor fuel because recycling/disposal of spent nuclear fuel only occurs at PSNS. TRF riggers occasionally handle ordnance (which requires explosives safety training) because a vessel’s weapons are not offloaded while it undergoes maintenance at TRF. Similarly, there are some tasks that are performed by one job title at PSNS and another job title at TRF. For example, maintenance and repair of watertight doors is performed by marine machinery mechanics at PSNS, and by shipfitters at TRF. This is in part because of the higher volume of work at PSNS compared to TRF. Many positions at TRF are responsible for multiple tasks that would be performed by separate positions at PSNS. But the basic industrial processes utilized at each facility are very similar.

In addition to the work itself, some differences exist regarding the manner in which PSNS and TRF manage the work and perform quality assurance. And because PSNS and TRF are separate commands, vacancies are advertised separately on USAjobs and each facility has its own new-hire orientation program. Also, PSNS and TRF are subject to different security rules, owing to their differing missions. PSNS is a tenant of Naval Base Kitsap-Bremerton, and much of its operations occur in the Controlled Industrial Area. Access is controlled, and employees must present their badge to enter. This is largely to prevent unauthorized individuals from obtaining nuclear propulsion information. There are no armed guards present at PSNS unless work involving nuclear fuel is being performed. TRF, a tenant of Naval Base Kitsap-Bangor, is comprised of an upper base (the area around the front gate) and a Restricted Waterfront Area, which is a nuclear weapons security area. Employees show their

badge to enter the front gate. They must obtain additional authorization to enter the Restricted Waterfront Area, which is patrolled by armed marines at all times. However, PSNS employees can apply for and obtain the additional authorization to access the TRF Restricted Waterfront Area.

The standard hours of work differ slightly between PSNS and TRF. Although the facilities are less than twenty miles apart, their microclimates can result in different weather, particularly in winter. This sometimes leads to inclement weather curtailments at one facility (usually TRF) but not the other. Most local mass transit does not serve Bangor, but does serve Bremerton. And mission-related travel is not common for TRF employees. Mission-related travel is quite common at PSNS, including travel to foreign countries.

Labor and employee relations functions for both facilities are administered by the Navy Office of Civilian Human Resources (OCHR). And the Commander, Pacific Fleet maintains a local human resources office, called HRO Northwest. But as Commanding Officers, Mosman and Eberlein have the ability to set civilian personnel policy at PSNS and TRF, respectively. PSNS and TRF both have their own local labor and employee relations office, with separate supervisors. But the PSNS office is larger and it occasionally rotates employees from one office to the other as needed. The Navy has also designated separate negotiating teams for the ongoing collective bargaining agreement negotiations at PSNS and TRF.

III. Positions of the Parties

A. BMTC

All parties submitted documentary evidence and position statements in response to the petitions. BMTC seeks to consolidate its non-professional bargaining units at PSNS and TRF. It argued that a sufficient community of interest exists between PSNS and TRF to justify a consolidated unit. BMTC noted that employees at both facilities perform functions and duties that are “essentially the same, and in most cases identical.” According to BMTC, employees can be, and often are, sent from one facility to the other to perform work with “no additional training.” This happened most recently when a group of TRF painters was sent to PSNS without any special training or work instructions. BMTC argued that employees at PSNS and TRF work under the same NAVSEA instructions. For example, periscope workers perform lifting and handling work. A periscope worker

¹³ The parties dispute the extent to which employees are detailed or loaned and borrowed between facilities. But both admit that this does sometimes occur.

at PSNS works under the same position description as a periscope worker at TRF, and works under the same NAVSEA lifting and handling instructions. BMTC also pointed to the close geographic proximity between PSNS and TRF, and to the July 2022 memorandum of understanding between PSNS, TRF, and Submarine Group 9. Finally, BMTC noted that both PSNS and TRF are component organizations of the Navy and asserted that consolidation would be in the best interests of the bargaining unit employees. BMTC did not address the other two appropriate unit criteria, effective dealings and efficiency of agency operations, in its position statement.

B. IFPTE

IFPTE seeks to consolidate its professional bargaining units at PSNS and TRF, and to consolidate its technical bargaining units at PSNS and TRF. IFPTE admitted that PSNS and TRF are separate and distinct commands with separate responsibilities. But it argued that a sufficient community of interest exists between PSNS and TRF to justify consolidated units. In particular, the two facilities “share similar missions to design, build, deliver, and maintain ships, submarines, and systems reliably, on-time, and on-cost for the United States Navy.” IFPTE also highlighted the facilities’ similar organizational structures and similar personnel policies, including the EEO program and the annual Federal Employee Viewpoint Survey.

IFPTE also argued that there exists a high degree of similarity in the occupational undertakings of PSNS and TRF employees. It acknowledged some differences, such as the fact that PSNS employees perform nuclear propulsion work and TRF employees do not. But overall, IFPTE argued that “little to no differences” between PSNS and TRF employees’ job duties, job titles, work assignments, and conditions of employment exist. It further argued that PSNS and TRF employees often work together at the same location with the same goals under the same policies and requirements. IFPTE noted that all employees are subject to the same entry and egress requirements to the Restricted Waterfront Area at Naval Base Kitsap-Bangor. IFPTE acknowledged that it is currently negotiating separate collective bargaining agreements at each facility. However, it argued that the tentative framework for both agreements is very similar, underscoring the employees’ similar conditions of employment. IFPTE drew a parallel with the arrangement at the Norfolk Naval Shipyard and the Trident Refit Facility Kings Bay, on the east coast. IFPTE, Local 1 represents employees of those facilities, and negotiated a single collective bargaining agreement covering all employees in the bargaining unit.

Regarding the “effective dealings” criterion, IFPTE noted the “similar” collective bargaining

relationship between management and labor at PSNS and at TRF. In particular, the parties have a history of collective bargaining and “the existing contract is well known and remains in use for administering personnel policies.” Further, “there is no evidence to show that a consolidated unit would impair the effective collective bargaining relationship with respect to the units.” Finally, IFPTE argued that a consolidated unit would promote the efficiency of agency operations because there is no evidence that consolidation would result in increased operational costs. In fact, IFPTE speculated that consolidation may reduce costs because it may result in “elimination of negotiations for some duplicated policies and procedures which have increased the use of official time.”

C. The Navy

The Navy argued that the unions’ petitions should be dismissed because the three proposed consolidated units are not appropriate units under Section 7112(a) of the Statute. It argued that the “very different” missions of PSNS and TRF, along with the facilities’ separate organizational components and chains of command, mean that there is not a sufficient community of interest that would justify consolidated units. Specifically, the Navy noted that PSNS and TRF are treated as separate commands for EEOC, OSHA, and Federal Employee Viewpoint Survey purposes. The Navy also audits PSNS and TRF separately on matters such as lifting and handling, and the Submarine Safety Program. The Navy highlighted the differences between the facilities’ missions, illustrated by the different types of maintenance that PSNS and TRF perform. It further argued that the different operational models used by PSNS and TRF result in important differences in employees’ job duties and work assignments. The Navy pointed to several examples where a task performed by a certain job title or series at PSNS is performed by a different job title or series at TRF. And there are some job titles at TRF, such as strategic weapons systems quality assurance inspector, that do not exist at PSNS.

Employees are also subject to different conditions of employment. Certain maintenance work at TRF is performed in a nuclear weapons secure area, which is subject to heightened security measures. This sort of work does not occur at PSNS. TRF employees are “routinely” required to work inside Explosive Safety Quantity Distance Arcs, which entitles them to hazard pay, and PSNS employees are not. And all TRF employees are required to maintain a secret security clearance. Next, the Navy highlighted some of the different personnel policies that exist at each facility. These include policies related to hours of work, overtime, and holiday curtailment. The Navy admitted that PSNS and TRF “loan and borrow”

employees for certain tasks, but noted that this occurs very infrequently.

The Navy next argued that consolidated units would not promote effective dealings, because consolidated units would “make it more difficult to negotiate agreements due to [the facilities’] different missions, different interests, and organizational structure.” These differences resulted in “substantial” differences in the tentative collective bargaining agreements the Navy is currently negotiating with both unions at PSNS and TRF. According to the Navy, separate bargaining units at PSNS and TRF promote effective dealings because they allow the parties “to bargain independently on issues that affect them each accordingly.” Consolidated units would result in “least common denominator” agreements that would not “work particularly well for either command.”

Finally, the Navy argued that consolidated units would not promote the efficiency of agency operations, “for many of the same reasons.” According to the Navy, consolidated units would increase the time and attention (and presumably costs) required “to coordinate agreements between both commands.”

IV. Analysis and Conclusions of Law

A. Legal Framework

Section 7112(d) of the Statute allows the consolidation of two or more bargaining units in an agency with or without an election “if the Authority considers the larger unit to be appropriate.”¹⁴ The reference in this provision to “appropriate” units incorporates the appropriate unit criteria established in Section 7112(a) of the Statute. A unit will be found to be appropriate only if it ensures a clear and identifiable community of interest among employees; promotes effective dealings with the agency involved; and promotes the efficiency of operations of the agency involved.¹⁵ A proposed unit must meet all three criteria to be found appropriate.¹⁶

The fundamental premise of the criterion that employees share a clear and identifiable community of interest is to ensure that it is possible for them to deal with management as a single group.¹⁷ In making this assessment, the Authority considers factors such as whether the employees in the proposed unit: are part of the

same organizational component of the agency; support the same mission; are subject to the same chain of command; have similar or related job duties, job titles, and work assignments; are subject to the same general conditions of employment; and are governed by the same personnel and labor-relations policies that are administered by the same personnel office.¹⁸ Other factors may also bear on this inquiry, such as: geographic proximity; unique conditions of employment; distinct local concerns; degree of interchange between other organizational components; and functional or operational separation.¹⁹ These factors are examined on a case-by-case basis.²⁰

To determine whether a proposed consolidated unit ensures a sufficient community of interest, the Authority considers four additional factors: the degree of commonality and integration of the mission and function of the agency components involved; the distribution of the employees involved throughout the organizational and geographical components of the agency; the degree of similarity in the occupational undertakings of the employees in the proposed unit; and the locus and scope of personnel and labor-relations authority and functions.²¹ Regarding the degree of commonality in the mission and function of the agency components, the separate missions of each component “need only bear a relationship to one another, and the functions need only to be supportive or similar to warrant consolidation.”²²

The “effective dealings” criterion concerns the relationship between management and the exclusive representative selected by unit employees. In assessing this requirement, the Authority examines such factors as: the past collective bargaining experience of the parties; the locus and scope of authority of the responsible personnel office administering personnel policies covering employees in the proposed unit; the limitations, if any, on the negotiation of matters of critical concern to employees in the proposed unit; and the level at which labor relations policy is set in the agency.²³ To determine whether a unit would promote the efficiency of agency operations, the Authority examines the degree to which the unit structure bears a rational relationship to the operational and organizational structure of the agency. This inquiry considers the effect of the proposed unit on the agency’s operations in terms of cost, productivity, and use of resources.²⁴

¹⁴ 5 U.S.C. § 7112(d).

¹⁵ 5 U.S.C. § 7112(a).

¹⁶ See *Dep’t of the Navy, Fleet & Industrial Supply Ctr., Norfolk, Va.*, 52 FLRA 950, 961 n. 6 (1997) (*FISC*).

¹⁷ See *FISC* at 960.

¹⁸ See *FISC* and *Dep’t of the Air Force, Travis Air Force Base, Cal.*, 64 FLRA 1, 6 (2009) (*Travis*).

¹⁹ See *FISC* and *Travis*.

²⁰ *Id.*

²¹ See *Dep’t of the Air Force, Air Force Material Command, Wright-Patterson Air Force Base, Ohio*, 55 FLRA 359, 362 (1999) (*Wright-Patterson*).

²² *Id.*

²³ See *Dep’t of the Air Force, 82nd Training Wing, Aberdeen Proving Ground, Md.*, 57 FLRA 154, 156 (2001) (*82nd Training Wing*).

²⁴ See *82nd Training Wing* at 156-157.

To determine whether a proposed consolidated unit promotes effective dealings and the efficiency of agency operations, the Authority considers: the degree that an agency centralizes personnel and labor relations authority and whether broad operating policies exist at the higher level; if consolidation will reduce bargaining unit fragmentation, which promotes a more effective, comprehensive bargaining unit structure to effectuate the purpose and policy of the Statute; if the unit adequately reflects the agency's organizational structure or would require creating a new structure; and the past collective bargaining experience of the parties.²⁵

B. Case Number SF-RP-22-0032: The BMTC Bargaining Units

I find that BMTC's proposed consolidated non-professional bargaining unit is an appropriate unit under Section 7112(a) of the Statute. Petitioned-for employees at PSNS and TRF share a clear and identifiable community of interest. BMTC bargaining unit employees of PSNS and TRF are part of the same organizational component of the Navy, NAVSEA, and support NAVSEA's overall mission and function of acquiring, maintaining, and disposing of weapons systems for Naval vessels.²⁶ Employees are subject to the same overall chain of command because, as PSNS Commander, Captain Mosman has the ability to set policy at both PSNS and TRF. The non-professional PSNS and TRF employees have similar or related, and sometimes the same, duties, job titles, and work assignments.²⁷ Some slight differences in work assignments and responsibilities exist. For example, TRF employees may be required to work with ordnance, which requires additional training, and PSNS employees are not. PSNS employees may be required to work with reactor fuel, and TRF employees are not. But the nature of the work performed is very similar. Riggers are still responsible for lifting and handling operations regardless of whether they work for PSNS or TRF. Welders still weld and painters still paint, regardless of whether they work for PSNS or TRF. PSNS and TRF employees are also subject to the same general conditions of employment. Employees perform similar work in similar shipyard-type environments using similar tools in accordance with similar operating instructions. BMTC bargaining unit employees at both facilities are governed by similar (but not the same) personnel policies. Labor-relations policies are administered by Navy OCHR, which services both PSNS and TRF. Most of the petitioned-for employees work in relatively close geographic proximity, and there is at least some interchange between PSNS and TRF, in the form of details or "loaning and borrowing." Under the totality of circumstances, a sufficient

community of interest exists among the non-professional employees.²⁸

The proposed non-professional consolidated unit would also promote effective dealings and the efficiency of agency operations. Regarding the effective dealings criterion, Navy OCHR services PSNS and TRF. NAVSEA has the ability to issue policy that is applicable to both facilities. BMTC, PSNS, and TRF have a lengthy collective bargaining history. And there is no evidence in the record that a consolidated unit would prevent or substantially limit the Navy's ability to negotiate matters of critical concern to all employees in the proposed unit.²⁹ The proposed unit bears a rational relationship to the Navy's organizational and operational structure, and thus promotes the efficiency of agency operations, because PSNS and TRF are both part of NAVSEA.³⁰ And consolidation is not likely to adversely affect the Navy's operations in terms of cost, productivity, and use of resources. Consolidation may occasionally necessitate local negotiations at both facilities. But the parties negotiate separately under the current unit structure, which means that the proposed unit structure should not impose any additional costs.

We must also consider the four additional community of interest factors to determine if BMTC's proposed consolidated unit is appropriate.³¹ First is the degree of commonality and the integration of the mission and function of PSNS and TRF. PSNS's primary mission and function is to conduct refueling overhauls, major maintenance periods, refits, and continuous maintenance on Naval vessels; and to deactivate and recycle nuclear-propelled vessels' reactor fuel. TRF's primary mission and function is to support the nation's strategic deterrent by repairing, incrementally overhauling, and modernizing Pacific Fleet SSBNs during refits. Clearly, PSNS and TRF have distinct missions and separate responsibilities. Differences exist regarding the type of work performed at each facility and the vessels that are serviced. But the missions and functions of each component need not be identical to warrant consolidation. Instead, the missions need only "bear a relationship to one another," and the functions "need only be similar or supportive."³² The missions of PSNS and TRF bear a relationship to one another in that they support the United States Navy's fighting capability by ensuring that Naval vessels are in proper working order. PSNS and TRF fulfill their missions by performing maintenance on various types of Naval vessels. Therefore, the functions of PSNS and TRF are similar and supportive of one another.

²⁵ See *Wright-Patterson* at 364.

²⁶ See *FISC* at 960-961.

²⁷ See *id.*

²⁸ See *Travis* at 6 and *FISC* at 960-961.

²⁹ See *82nd Training Wing* at 156.

³⁰ See *id.* at 156-157.

³¹ See *Wright-Patterson* at 362.

³² *Id.*

The second additional community of interest factor relevant to consolidation is the distribution of the petitioned-for employees throughout the organizational and geographical components of the agency.³³ In this case, the vast majority of the petitioned-for non-professional employees are located in the Puget Sound region of Washington, and PSNS and TRF are less than twenty miles apart. The occupational undertakings of the petitioned-for non-professional employees of PSNS and TRF are quite similar, which is the third additional community of interest factor for consolidation.³⁴ As noted above, BMTC bargaining unit employees at both facilities have the same or similar job titles, duties, and responsibilities. Many job titles exist at both facilities. Specific work assignments at PSNS and TRF can differ, but the nature of the work is very similar. And the Authority has never held that appropriate units must include only employees who share functions or occupations.³⁵ Employees at both facilities support the Navy's overall mission and function by performing maintenance work on Naval vessels. The fourth additional community of interest factor for consolidation concerns the locus and scope of personnel and labor-relations authority and functions.³⁶ In addressing this factor, the Authority considers whether the petitioned-for employees "work under similar personnel and labor-relations policies," but it does not require labor-relations and personnel decisions to be processed centrally.³⁷ Personnel policies at PSNS and TRF differ in some respects. Examples of this include policies on upward mobility, hours of work, overtime, and holiday curtailment. However, I find that under the totality of circumstances, the additional community of interest factors weigh in favor of consolidation here.³⁸

Next, we must more closely examine whether BMTC's proposed consolidated unit promotes effective dealings and the efficiency of agency operations.³⁹ In this case, personnel and labor relations authority, as well as broad operating policies, exist to some extent at a higher level. As stated above, NAVSEA has the authority to issue broad operating policies that apply to both PSNS and TRF, though they are often tailored at the local level to each facility's specific needs. A good example of this is the Covid-19 policy, discussed in section II(D) above. Navy OCHR services both PSNS and TRF. There is no evidence in the record that consolidation would require the Navy to create a new organizational structure. The proposed consolidated unit adequately reflects the Navy's existing organizational structure because PSNS and TRF are both part of NAVSEA. NAVSEA "operates" the two facilities

and the Commander, Pacific Fleet "owns" them. The proposed consolidated unit would also reduce unit fragmentation, which the Authority has long recognized as a positive outcome that promotes effective labor-management relations.⁴⁰

Finally, BMTC, PSNS, and TRF all have a history of collective bargaining. From 2005 until 2019, Bremerton employees and Bangor employees were all employees of PSNS and part of a single bargaining unit. Since 2019, each facility has dealt with BMTC separately. The Navy argued here that consolidation would hurt the collective bargaining relationship because it would result in "least common denominator" agreements that either work poorly for both facilities, or that are biased towards the interests of PSNS (the much larger facility) at the expense of TRF. First, I note that there is no requirement that a petitioner show consolidation would improve the collective bargaining relationship in order to establish effective dealings.⁴¹ But more importantly, there is no reason why "least common denominator" agreements would inevitably result from this arrangement. For example, consolidation would not prevent the parties from negotiating a local supplemental agreement to address the unique concerns of TRF. This frequently occurs in federal sector labor-relations when a union represents a consolidated bargaining unit. Nor would consolidation prevent the parties here from negotiating memoranda of understanding specific to one facility or the other, or even to one Code or Shop. Under the circumstances, I find that the proposed consolidated unit promotes effective dealings and the efficiency of agency operations.

The Authority has never required a consolidated unit to be more appropriate than the unconsolidated units. Rather, the consolidated unit must be *an* appropriate unit under Section 7112(a).⁴² Here, BMTC's non-professional PSNS and TRF bargaining units should be consolidated because the proposed consolidated unit is an appropriate unit.

C. Case Number SF-RP-23-0004: The IFPTE Bargaining Units

i. The Professional Units

I find that IFPTE's proposed consolidated professional bargaining unit is an appropriate unit under Section 7112(a) of the Statute, for reasons similar to those discussed in subsection (B) above. Petitioned-for

³³ *Id.*

³⁴ *Id.*

³⁵ See *Travis* at 9.

³⁶ See *Wright-Patterson* at 362.

³⁷ See *Army and Air Force Exch. Serv., Dallas, Tex.*, 5 FLRA 657, 661 (1981) (*AAFE*).

³⁸ See *Wright-Patterson* at 362.

³⁹ *Id.*

⁴⁰ See *AAFE* at 661-662.

⁴¹ See *Wright-Patterson* at 364.

⁴² See 5 U.S.C. § 7112(d); *Wright-Patterson* at 364; and, *e.g.*, *Dep't of the Air Force, Lackland Air Force Base, San Antonio, Tex.*, 59 FLRA 739, 741 (2004) (*Lackland*).

professional employees of PSNS and TRF share a clear and identifiable community of interest. IFPTE professional bargaining unit employees of PSNS and TRF are part of the same organizational component of the Navy, NAVSEA, and support NAVSEA's overall mission and function, which is to acquire, maintain, and dispose of weapons systems for Naval vessels.⁴³ Employees are subject to the same overall chain of command because the PSNS Commander, Captain Mossman, can set policy at both PSNS and TRF. The professional PSNS and TRF employees have quite similar duties, job titles, and work assignments.⁴⁴ Whether at PSNS or TRF, the nature of their work is very similar. For example, a mechanical engineer at either facility is expected to review proposed design modifications for systems and equipment on Naval vessels, and to influence hardware design with the aim of alleviating potential problems. A difference might be that a TRF mechanical engineer works on SSBN systems and equipment, while a PSNS mechanical engineer works on other types of vessels, such as aircraft carriers. PSNS and TRF professional employees are also subject to the same general conditions of employment. Like the non-professional employees, the professional employees perform similar work in similar shipyard-type environments using similar tools, equipment, and software programs. IFPTE professional bargaining unit employees at both facilities are governed by similar personnel policies. Labor-relations policies are administered by Navy OCHR, which services both facilities. Most of the petitioned-for professional employees work in relatively close geographic proximity, and there is at least some interchange between PSNS and TRF, through details and/or "loaning and borrowing." Under the totality of circumstances, a sufficient community of interest among the petitioned-for professional employees exists here.⁴⁵

The proposed professional unit would promote effective dealings and the efficiency of agency operations, for virtually the same reasons as those stated above in subsection (B). Regarding the effective dealings criterion, Navy OCHR services PSNS and TRF. NAVSEA has the ability to issue policy applicable to both facilities. IFPTE, PSNS, and TRF have a collective bargaining history dating to at least 2003. There is no evidence in the record that a consolidated unit would prevent or substantially limit the Navy's ability to negotiate matters of critical concern to all employees in the proposed professional unit.⁴⁶ The proposed unit bears a rational relationship to the Navy's organizational and operational structure, and thus promotes the efficiency of agency operations.⁴⁷ PSNS and TRF are both part of NAVSEA. And consolidation is not likely to adversely affect the Navy's operations in terms of

cost, productivity, and use of resources. Consolidation could require local negotiations at both facilities on occasion. But the parties negotiate separately under the current unit structure, which means that the proposed unit structure should not impose any additional costs.

Next, we consider the additional community of interest factors relevant to consolidation.⁴⁸ The first is the degree of commonality and the integration of the mission and function of PSNS and TRF. PSNS's primary mission and function is to conduct refueling overhauls, major maintenance periods, refits, and continuous maintenance on Naval vessels; and to deactivate and recycle certain vessels' nuclear reactor fuel. TRF's primary mission and function is to support the nation's strategic deterrent by repairing, incrementally overhauling, and modernizing Pacific Fleet SSBNs during refits. But the missions need only "bear a relationship to one another," and the functions "need only be similar or supportive" to warrant consolidation.⁴⁹ As stated in subsection (B) above, PSNS and TRF are distinct facilities with separate missions and functions. But the evidence demonstrates that the facilities' missions and functions bear a relationship to one another because they support the United States Navy's fighting capability by ensuring that Naval vessels are in proper working order. They do this by performing maintenance and engineering work on various types of Naval vessels. Thus, the functions of PSNS and TRF are similar and supportive of one another.

The second additional community of interest factor relevant to consolidations is the distribution of the petitioned-for employees throughout the organizational and geographical components of the agency.⁵⁰ Once again, the vast majority of the petitioned-for professional employees are located in the Puget Sound region. PSNS and TRF are less than twenty miles apart. There is a high degree of similarity the occupational undertakings of the petitioned-for professional employees of PSNS and TRF, which is the third additional community of interest factor for consolidation.⁵¹ As noted above, IFPTE professional bargaining unit employees at both facilities have the same or similar job titles, duties, and responsibilities. Many, but not all, professional job titles exist at both facilities. Work assignments at PSNS and TRF can differ, but the nature of the work is very similar. And again, the Authority has never held that appropriate units must include only employees who share functions or occupations.⁵² Employees at both facilities support the Navy's overall mission and function by performing maintenance and engineering work on Naval vessels. The fourth additional community of interest factor for consolidation concerns

⁴³ See *FISC* at 960-961.

⁴⁴ See *id.*

⁴⁵ See *Travis* at 6 and *FISC* at 960-961.

⁴⁶ See *82nd Training Wing* at 156.

⁴⁷ See *id.* at 156-157.

⁴⁸ See *Wright-Patterson* at 362.

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² See *Travis* at 9.

the locus and scope of personnel and labor-relations authority and functions.⁵³ Certain personnel policies at PSNS and TRF differ. But I find that under the totality of circumstances, the additional community of interest factors weigh in favor of consolidation here.⁵⁴

We now more closely examine whether IFPTE's proposed professional consolidated unit promotes effective dealings and the efficiency of agency operations.⁵⁵ As in subsection (B) above, I find that it does. Here, personnel and labor relations authority, as well as broad operating policies, exist to some extent at a higher level. NAVSEA has the authority to issue broad operating policies that apply to both PSNS and TRF, which are then often tailored at the local level to each facility's specific needs. Navy OCHR services both PSNS and TRF. There is no evidence in the record that consolidation would require the Navy to create a new organizational structure. The proposed consolidated professional unit adequately reflects the Navy's existing organizational structure because PSNS and TRF are both part of NAVSEA. NAVSEA "operates" the facilities and the Commander, Pacific Fleet "owns" them. The proposed consolidated professional unit would also reduce unit fragmentation, which promotes effective labor-management relations.⁵⁶

Finally, IFPTE, PSNS, and TRF have a history of collective bargaining dating back at least 20 years. And from 2005 until 2019, Bremerton employees and Bangor employees were all employees of PSNS and part of a single professional bargaining unit. Since 2019, each facility has dealt with IFPTE separately. The Navy's fears that consolidation would hurt the collective bargaining relationship are unfounded, because consolidation would still allow the parties to negotiate locally in order to address the unique concerns of the employees. Under the circumstances, I find that the proposed consolidated unit promotes effective dealings and the efficiency of agency operations.

IFPTE's professional PSNS and TRF bargaining units should be consolidated because the proposed consolidated unit is an appropriate unit under section 7112(a) of the Statute.⁵⁷

ii. The Technical Units

I also find that IFPTE's proposed consolidated technical bargaining unit is an appropriate unit under Section 7112(a) of the Statute, for essentially the same reasons stated in subsections (B) and (C)(i) above.

Petitioned-for technical employees of PSNS and TRF share a clear and identifiable community of interest. The employees are part of the same organizational component of the Navy, NAVSEA. They support NAVSEA's overall mission and function of acquiring, maintaining, and disposing of weapons systems for Naval vessels.⁵⁸ Petitioned-for technical employees are subject to the same overall chain of command under Captain Mossman. The technical PSNS and TRF employees have very similar duties, job titles, and work assignments, and the nature of their work is likewise similar.⁵⁹ Regardless of his/her facility, an engineering technician performs technical engineering duties, and provides job planning and engineering services for Naval vessels. One noteworthy difference is that some technical work documents that the engineering technicians use are written by different positions in different ways, depending on the facility. But as a witness for the Navy stated during the investigation, "the end result at both facilities is [an instruction] on how to do the work." PSNS and TRF technical employees are also subject to the same general conditions of employment. Like their professional counterparts, the technical employees perform similar work in similar shipyard-type environments using similar tools, equipment, and software programs. IFPTE technical bargaining unit employees at both facilities are governed by similar personnel policies. Labor-relations policies are administered by Navy OCHR, which services both facilities. Most of the petitioned-for employees work in relatively close geographic proximity and as noted above, there is some interchange between PSNS and TRF employees. Under the circumstances, a sufficient community of interest among the petitioned-for technical employees exists.⁶⁰

The proposed technical unit would promote effective dealings and the efficiency of agency operations, for the same reasons stated in subsection (C)(i) above. Regarding the effective dealings criterion, Navy OCHR services PSNS and TRF. NAVSEA can issue policies applicable to both facilities. IFPTE, PSNS, and TRF have a collective bargaining history dating to at least 2003. There is no evidence in the record that a consolidated unit would prevent or substantially limit the Navy's ability to negotiate matters of critical concern to all employees in the proposed technical unit.⁶¹ The proposed unit bears a rational relationship to the Navy's organizational and operational structure, and thus promotes the efficiency of agency operations.⁶² PSNS and TRF are both part of NAVSEA. And consolidation is not likely to adversely affect the Navy's operations in terms of cost, productivity, and use of resources. Consolidation could occasionally

⁵³ See *Wright-Patterson* at 362.

⁵⁴ See *id.* at 362.

⁵⁵ *Id.*

⁵⁶ See *AAFE* at 661-662.

⁵⁷ See 5 U.S.C. § 7112(d); *Wright-Patterson* at 364; and, e.g., *Lackland*.

⁵⁸ See *FISC* at 960-961.

⁵⁹ See *id.*

⁶⁰ See *Travis* at 6 and *FISC* at 960-961.

⁶¹ See *82nd Training Wing* at 156.

⁶² See *id.* at 156-157.

require local negotiations at both facilities. However, the proposed unit structure should not impose any additional costs, since the parties already negotiate at both facilities.

Next, we consider the additional community of interest factors relevant to consolidation, starting with the degree of commonality and the integration of the mission and function of PSNS and TRF.⁶³ The missions need only “bear a relationship to one another,” and the functions “need only be similar or supportive” to warrant consolidation.⁶⁴ It has been established that PSNS and TRF are separate facilities with distinct missions and functions. But the facilities’ missions and functions bear a relationship to one another because they support the United States Navy’s fighting capability by ensuring that Naval vessels are in proper working order. They do this by performing maintenance and engineering work on various types of Naval vessels. Thus, the functions of PSNS and TRF are similar and supportive of one another.

The second additional community of interest factor relevant to consolidations is the distribution of the petitioned-for employees throughout the organizational and geographical components of the agency.⁶⁵ The vast majority of the petitioned-for technical employees are located in Washington’s Puget Sound region. PSNS and TRF are approximately seventeen miles apart. The occupational undertakings of the petitioned-for technical employees of PSNS and TRF are quite similar, which is the third additional community of interest factor specific to consolidation.⁶⁶ As noted above, IFPTE technical unit employees at both facilities have the same or similar job titles, duties, and responsibilities. Many technical unit job titles exist at both facilities. Work assignments at PSNS and TRF differ, but the nature of the work is very similar.⁶⁷ Employees at both facilities support the Navy’s overall mission and function by performing maintenance and engineering work on Naval vessels. The fourth additional community of interest factor for consolidation concerns the locus and scope of personnel and labor-relations authority and functions.⁶⁸ As noted above, certain personnel policies at PSNS and TRF differ. But under the totality of circumstances, the additional community of interest factors weigh in favor of consolidation.⁶⁹

As in subsections (B) and (C)(i) above, I find that upon closer examination, IFPTE’s proposed technical consolidated unit promotes effective dealings and the efficiency of agency operations.⁷⁰ Personnel and labor relations authority, as well as broad operating policies, exist to some extent at a higher level. NAVSEA has the

authority to issue broad operating policies that apply to both PSNS and TRF, which are then often tailored at the local level to each facility’s specific needs. Navy OCHR services both PSNS and TRF. There is no evidence in the record that consolidation would require the Navy to create a new organizational structure. The proposed consolidated unit adequately reflects the Navy’s existing organizational structure because PSNS and TRF are both part of NAVSEA, which operates the facilities. The proposed consolidated technical unit would also reduce unit fragmentation, a goal that promotes effective labor-management relations.⁷¹

IFPTE, PSNS, and TRF have a history of collective bargaining dating to at least 2003. Bremerton employees and Bangor employees were all employees of PSNS for about fourteen years and part of a single technical bargaining unit. Since 2019, each facility has dealt with IFPTE separately. Consolidation likely will not harm the collective bargaining relationship for the reasons stated in subsections (B) and (C)(i) above. Therefore, I find that the proposed consolidated technical unit promotes effective dealings and the efficiency of agency operations.

IFPTE’s technical PSNS and TRF bargaining units should be consolidated because the proposed consolidated unit is an appropriate unit under Section 7112(a) of the Statute.⁷²

V. Order

The proposed consolidated units are appropriate units under Section 7112(a) of the Statute. If no party files an Application for Review in this proceeding, the Certifications that were issued in Case Number SF-RP-05-0012; SF-RP-19-0001; and SF-RP-19-0003 will be revoked. I will then issue a Certification of Representative that describes the BMTC consolidated non-professional bargaining unit as follows:

Bremerton, Washington

Included: All non-professional employees of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington, Department of the Navy.

⁶³ See *Wright-Patterson* at 362.

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Id.*

⁶⁷ See *Travis* at 9 (no requirement that an appropriate unit must only include employees who share occupations or functions).

⁶⁸ See *Wright-Patterson* at 362.

⁶⁹ See *id.*

⁷⁰ *Id.*

⁷¹ See *AAFE* at 661-662.

⁷² See 5 U.S.C. § 7112(d); *Wright-Patterson* at 364; and, *e.g., Lackland*.

Excluded: All non-professional employees in the technical bargaining unit; professional employees; management officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7); and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.

Bangor, Washington

Included: All non-professional employees of the Trident Refit Facility, Bangor, Washington, Department of the Navy.

Excluded: All non-professional employees in the technical bargaining unit; professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

I will issue a Certification of Representative that describes the IFPTE consolidated professional bargaining unit as follows:

Bremerton, Washington

Included: All professional employees of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington, Department of the Navy.

Excluded: All non-professional employees; management officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7); and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.

Bangor, Washington

Included: All professional employees of the Trident Refit Facility,

Bangor, Washington, Department of the Navy.

Excluded: All non-professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

And I will issue a Certification of Representative that describes the IFPTE consolidated technical bargaining unit as follows:

Bremerton, Washington

Included: All technical employees in the fields of engineering and related sciences, as well as technical employees in direct support of the engineering and science functions of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington, Department of the Navy.

Excluded: All other non-professional employees; professional employees; management officials; supervisors; employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7); and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.

Bangor, Washington

Included: All technical employees in the fields of engineering and related sciences, as well as technical employees in direct support of the engineering and science functions of the Trident Refit Facility, Bangor, Washington, Department of the Navy.

Excluded: All other non-professional employees; professional employees; management officials; supervisors; and employees described in

5 U.S.C. § 7112(b)(2), (3), (4),
(6), and (7).

VI. Right to Seek Review

Under Section 7105(f) of the Statute and Section 2422.31(a) of the Authority's Regulations, a party may file an application for review with the Authority within sixty days of this Decision. The application for review must be filed with the Authority by **March 27, 2023**, and be addressed to the Chief, Office of Case Intake and Publication, Federal Labor Relations Authority, Docket Room, Suite 201, 1400 K Street, NW, Washington, D.C. 20424-0001. The parties are encouraged to file an application for review electronically through the Authority's website, www.flra.gov.⁷³

John R. Pannozzo
Regional Director
San Francisco Region
Federal Labor Relations Authority

Date: January 26, 2023

⁷³ To file an application for review electronically, go to the Authority's website at www.flra.gov, select **eFile** under the **Filing a Case** tab and follow the instructions.