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

SOCIAL SECURITY ADMINISTRATION SEATTLE REGION SEATTLE, WASHINGTON Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3937, AFL-CIO Charging Party	Case No. SF-CA-00633

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his/her Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **AUGUST 26, 2002**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
607 14th Street, N.W., Suite 415
Washington, D.C. 20424

ELI NASH, Chief
Administrative Law Judge

Dated: July 26, 2002
Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: July 26, 2002

TO: The Federal Labor Relations Authority

FROM: ELI NASH, Chief
Administrative Law Judge

SUBJECT: SOCIAL SECURITY ADMINISTRATION
SEATTLE REGION
SEATTLE, WASHINGTON

Respondent

and Case No. SF-CA-00633

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 3937, AFL-CIO

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ 02-51
WASHINGTON, D.C.

SOCIAL SECURITY ADMINISTRATION SEATTLE REGION SEATTLE, WASHINGTON Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3937, AFL-CIO Charging Party	Case No. SF-CA-00633

Catherine M. Six, Esquire
Richard A. Morris, Esquire
For the Respondent

Stefanie Arthur, Esquire
For the General Counsel

Before: ELI NASH, Chief
Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7101 *et seq.* (the Statute), and the revised Rules and Regulations of the Federal Labor Relations Authority (Authority), 5 C.F.R. § 2411 *et seq.*

The unfair labor practice complaint in this case contains two claims. First, the complaint alleges that the Social Security Administration, Seattle Region, Seattle, Washington (the Respondent), violated section 7116(a)(1) and (5) of the Statute by establishing and implementing a standing register of eligibles to fill certain bargaining unit positions in the Seattle Region, without providing the American Federation of Government Employees, Local 3937,

AFL-CIO (the Union), with notice or an opportunity to bargain to the extent required by the Statute. Second, the complaint alleges that the Respondent violated section 7116 (a)(1), (5) and (8) of the Statute by denying the Union's request for information concerning the establishment of a regional standing register.

A hearing was held in Seattle, Washington, on March 23, 2001. The parties were represented and afforded a full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and file post-hearing briefs. Based on the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommendations.

Findings of Fact

The dispute in this case involves the Respondent's establishment of a standing register to fill vacancies that may arise in the Seattle Region in the Claims Representative (CR), Service Representative (SR), and Teleservice Representative (TSR) positions. All three job titles are employed in the 52 field offices and teleservice centers of the Seattle Region, and are included in the bargaining unit represented by the union. (Tr. 19-22)

In general, the SR and TSR positions provide advice and assistance to claimants for Social Security benefits, while the CR position makes decisions on a claimant's entitlement to benefits. (G.C. Exh. 5-6) The highest grade for the SR and TSR positions is a GS-8, while the highest grade for the CR position is a GS-11. (Tr. 22) Accordingly, employees in the SR and TSR positions will typically seek promotions to a CR position. (Tr. 23)

Prior to February 2000 vacancies in the three positions at issue here, were filled in several different, ways depending primarily on whether the Respondent wanted to fill the vacancy from outside or within the Region. (Tr. 95-96, 120) If the Respondent decided to fill a vacant position internally, the position was filled in accordance with procedures established in various negotiated agreements.[1]

---

[1] These agreements included a nationwide collective bargaining agreement negotiated by the American Federation of Government Employees and the Social Security Administration (Resp. Exh. 2-3); a memorandum of understanding negotiated at the regional level by the Respondent and the Union concerning lateral reassignments (Tr. 50); and a regional agreement establishing an open, continuous announcement for CR positions (Tr. 32).

If the Respondent decided to fill the vacant position externally, it would most commonly use external vacancy announcements issued through the Office of Personnel Management (OPM). (Tr. 106) Under this OPM route, each vacant position or group of positions would be the subject of a separate vacancy announcement that would be open for a limited period of time that was specific to the position to be filled. (Tr. 81, 84) Bargaining unit employees were eligible to apply for vacancies announced through OPM procedures if they became aware of the announcement as a result of being informed of its issuance by most typically, management officials. (Tr. 68-69)

On February 28, 2000, Steve Jollensten, Acting Assistant Regional Commissioner for Management and Operations Support, issued a memorandum to all Seattle Region Managers. (G.C. Exh. 2.) In his memorandum, Mr. Jollensten informed Seattle region managers of the work of the Regional Recruitment Cadre, which was established to address the Region's fiscal year hiring needs. (*Id.*) Among other things, the memorandum advised managers of the creation of a "new process" by the Respondent, in conjunction with OPM, to "provide a standing regional register of eligibles" for SR, TSR, and CR positions. (*Id.*) No such standing register for these job titles had ever been used by the Respondent. (Tr. 122-23)

The announcements for the CR, SR, and TSR standing registers opened in February and early March 2000, and would remain open for the remainder of the calendar year. (G.C. Exh. 5-6) These announcements were the only ones that would be posted for any and all vacancies occurring in those job titles for that year. The applications that were received as a result of these announcements were reviewed and qualified applicants were placed on the standing registers. Then as openings arose during the year, managers needing to fill vacancies would select from the standing register for the position to be filled. There would be no separate announcement of specific vacancies as they arose. (Tr. 86-87) Issuance of the standing register announcements was made known to unit employees through various measures such as a telephone announcement system for job openings in the Seattle Region. (Tr. 69-70) Bargaining unit employees could submit applications and be considered for the standing registers in the same way as external candidates. (Tr. 71)

On March 1, 2000, John Mack, Executive Vice President of the Union, learned of Jollensten's memorandum from another employee. (Tr. 24-25) He obtained copies of the standing register announcements from the OPM website

USAJOBS. (*Id.*) The next day Mack sent a letter to Regional Commissioner Carmen Keller requesting to bargain on the standing registers. (G.C. Exh. 3.)

Also in this letter Mack requested data concerning the standing registers, such as the agreements entered into with OPM concerning establishment of the registers and implementing instructions and guidance issued by the Respondent concerning operation of the registers to assist the union in negotiations. (*Id.*) Mack explained that the union "must have sufficient information to understand the purpose and intent" of the Respondent's decision to use the standing registers, and "the methods and means the agency proposes to utilize to implement [its] new process." (*Id.*)

By letter dated April 21, 2000 John Fischer, Director, Center for Human Resources, responded to Mack's March 1, 2000, letter. (G.C. Exh. 4) Fischer denied that the standing registers gave rise to any bargaining obligation because the registers did not affect conditions of employment of unit employees. (*Id.*) Accordingly, he also denied Mack's request for information. (*Id.*) At no time did the Respondent engage in negotiations with the union concerning the registers, nor did it provide the union with the requested information. The registers remained in effect through 2000, and were used to select applicants for the SR, CR, and TSR positions.2

Discussion and Conclusions

Refusal to Bargain Claim

The complaint in this case first alleges that the Respondent violated section 7116(a)(1) and (5) of the Statute by implementing the standing registers without providing the union with notice and an opportunity to bargain. For the reasons that follow, I find that the Respondent committed the violations as alleged in the complaint.

There is no dispute in this case that Respondent's decision to use the standing registers to fill vacancies in the SR, CR, and TSR positions was an exercise of management's right to select employees under section 7106(a)(2)(C) of the Statute. Accordingly, the substantive

---

2 The Respondent implemented new standing registers for the three positions at issue in March 2001. These registers were in effect through that year and operated in the same way as the ones implemented in February and March 2000. (Jt. Exh. 1-3)

decision to use these registers is not subject to bargaining. *E.g., National Federation of Federal Employees, Local 1332 and Headquarters, U.S. Army Materiel Development and Readiness Command, Alexandria, Virginia*, 6 FLRA 361, 364 (1981) (proposal requiring management to select a qualified bargaining unit employee for a vacancy is nonnegotiable).

However, if management's exercise of a right changes conditions of employment of bargaining unit employees and the change is more than *de minimis* in nature, then management is obligated to bargain on the impact and implementation of the change. *U.S. Department of Commerce, Patent and Trademark Office*, 53 FLRA 858, 867-68 (1997) (*PTO*).

It is clear that the Respondent's decision to use standing registers maintained by OPM to fill the SR, CR, and TSR positions constitutes a change in conditions of employment. "[C]onditions of employment" is defined in section 7103(a)(14) of the Statute in relevant part as "personnel policies, practices, and matters . . . affecting working conditions[.]" It can scarcely be debated that the methodology an agency uses to recruit and select personnel, including bargaining unit employees, to vacant bargaining unit positions is a personnel policy or practice. *PTO*, 53 FLRA at 867 (agency implementation of term appointments to fill unit positions constituted a change in working conditions). When as is admittedly the case here, the methodology implemented is a new one, there has been a change in conditions of employment. (*Id.*)

The Respondent contends that the establishment of the registers does not constitute a condition of employment because its goal in establishing the registers was to fill positions with external candidates. This claim was squarely rejected by the Authority in *PTO*, 53 FLRA at 867-68, where the Authority applied the criteria identified in *Antilles Consolidated Education Association and Antilles Consolidated School System*, 22 FLRA 235 (1986)(*Antilles*), for determining whether a condition of employment is at issue.[3]

[3] These criteria are whether the matter at issue pertains to unit employees and whether the record establishes a direct connection between the matter and the work situation or employment relationship of unit employees. *Antilles*, 22 FLRA at 468. In the present case, unit positions are to be filled through use of the standing registers, unit employees are eligible to apply under the registers and use of the registers would change the composition of the bargaining unit. These facts are sufficient to meet the *Antilles* criteria.

Contrary to the Respondent's arguments, I find that the change in conditions of employment was more than *de minimis*. (Resp. Brief at 3-8) In deciding whether a change in working conditions has more than a *de minimis* effect, the Authority looks to the nature and extent of either the effect, or the reasonably foreseeable effect, of the change. *Air Force Logistics Command, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia*, 53 FLRA 1664, 1668-69 (1998); *Department of Health and Human Services, Social Security Administration*, 24 FLRA 403, 407-08 (1986).

Respondent's decision to use standing registers meant among other things, that individual vacancies in the SR, CR, and TSR positions occurring during a calendar year would not be the subject of individual vacancy announcements. Accordingly, an employee wanting to apply for a vacancy in one of those positions would have to be aware of the fact that he or she would not receive notices of vacancies as they occur during the year, as in the past. It is eminently reasonable to conclude that many employees awaiting issuance of individual vacancy announcements, as were previously used, or openings announced internally pursuant to the collective bargaining agreement would lose out on promotion opportunities available under the standing registers. Moreover, a unit employee's ability under individual announcements to pick and choose among which job openings to apply for based on for example, which specific office the opening arose in, would be substantially altered under the new standing register system.

This change in the "rules of the game," as to how job openings are filled is decidedly more than a *de minimis* one. *Cf. Department of the Air Force, Headquarters, Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio*, 25 FLRA 541 (1987)(the nature and extent of the effect of a moratorium on permanent promotions replaced by temporary promotions, is a change of more than *de minimis* effect). Specifically, the change involved how to apply for and receive a bargaining unit job. This is in marked contrast to the kinds of changes with negligible impact on an employee's work life that have typically been considered by the Authority to be *de minimis*. *Compare, e.g., General Services Administration, Region 9, San Francisco, California*, 52 FLRA 1107 (1997)(temporary office relocation of an employee one mile from regular duty station was a *de minimis* change in working conditions).

The Respondent argues in this connection that it announced the standing registers in the same way that it announced the individual vacancy announcements previously

disseminated through OPM. (Resp. Brief at 7) As Counsel for the General Counsel stated in her post-hearing brief, however, "it is not the impact on Respondent which is [an] issue but the impact on bargaining unit employees[.]" (G.C. Brief at 14.) Thus, while the Respondent's method of disseminating information about the existence of vacancy announcements may have been the same, the nature of the announcements themselves was significantly different. It is this difference in the nature of the announcements which is more than *de minimis*, that triggers the bargaining obligation on impact and implementation matters in this case.

Respondent also argues in essence that the General Counsel has not demonstrated that the change adversely affected unit employee. (Resp. Brief at 7-8) This argument misapprehends the Authority's analysis in *de minimis* cases. The Authority has never held that it is a necessary element of a *prima facie* case for the General Counsel to establish that a change in working conditions has in fact caused an adverse effect on unit employees. Rather, the change need only be shown to have an effect, or reasonably foreseeable effect, on working conditions. This analysis can be satisfied by comparing working conditions before and after the change without documenting actual adverse effects of the change experienced by unit employees.

For the foregoing reasons, I find that the Respondent violated section 7116(a)(1) and (5) of the Statute by implementing the use of standing registers without providing the union with notice and an opportunity to bargain.

Failure to Provide Information

The Union's request for data included the agreement between the Respondent and OPM to establish the register; implementing instructions for the creation and use of standing registers; all vacancy announcements for the TSR, CR, and SR positions released or ready for release, that were intended for use under the registers; and instructions or guidance issued by the Respondent on how to integrate the registers into the Respondent's existing hiring processes.

Respondent's refusal to provide the requested information was based solely on its claim that no bargaining obligation arose from implementation of the registers. Indeed, the Respondent made no reference to this issue in its post-hearing brief. Nonetheless, I find that the General Counsel has satisfied its burden of showing that the requirements for providing the requested data under section 7114(b)(4) of the Statute have been met. Accordingly, the

Respondent also violated section 7116(a)(1), (5) and (8) of the Statute by refusing to provide this data.

Under section 7114(b)(4) of the Statute, an agency must, upon request, furnish to a union data that is: (1) normally maintained by the agency; (2) reasonably available; (3) necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and (4) does not constitute guidance, advice, counsel or training on collective bargaining. *See, e.g., Department of Transportation, Federal Aviation Administration, Fort Worth, Texas*, 57 FLRA 604, 606 (2001).

First, it seems clear beyond any dispute that the requested data was maintained, either solely or in conjunction with OPM, by the Respondent. *U.S. Department of Justice, Office of the Inspector General, Washington, D.C.*, 45 FLRA 1355, 1358 (1992)("normally maintained" means whether information is within control of the agency). Further, there is no record basis to conclude that the data has somehow become unavailable to the Respondent. *Department of Health and Human Services, Social Security Administration,* 36 FLRA 943, 950 (1990)(data that is not "reasonably available" is data that is available only through "extreme or excessive means"). Thus, the "normally maintained" and "reasonably available" requirements of section 7114(b)(4)(A) and (B) have been met. It also seems clear from the face of the request, and the record of the case taken as a whole, that the requested data is not management guidance on collective bargaining issues.

Accordingly, the only remaining question here is whether the requested information is "necessary" for collective bargaining purposes. To demonstrate that information is "necessary," a union must establish a "particularized need" for the information by "articulating, with specificity, why it needs the requested information, including the uses to which the union will put the information and the connection between those uses and the union's representational responsibilities under the Statute." *Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Kansas City Service Center, Kansas City, Missouri*, 50 FLRA 661, 669 (1995)(*IRS, Kansas City*). Such a statement of need allows the agency to determine whether there are countervailing interests that should outweigh the union's need for the data. *Id.* at 670. I find that the record in this case supports a conclusion that the union satisfied the "particularized need" requirement.

In *Department of the Air Force, Washington, D.C.*, 52 FLRA 1000 (1997)(*Air Force*), the Authority held that a union's mere assertion that it needed data to "assist in developing proposals for . . . negotiations" was insufficient to meet the "particularized need" requirement, "[p]articularly in circumstances where the agency questions the assertion." 52 FLRA at 1009.

In the present case, the Union's data request informed the Respondent that it needed the data to "properly prepare for consultations/bargaining." However, the union went on to explain to the Respondent in this regard that it needed the information "to understand the purpose and intent of this new regional proposal by management, and the methods and means the agency proposes to utilize to implement its new process." (G.C. Exh. 3) Thus, the Union explained how it would make use of the information, and the connection between the requested information and the union's representational responsibilities under the Statute. More than this a union need not do. *IRS, Kansas City*, 50 FLRA at 670 n. 13 (a data request need not be so specific as to reveal the union's bargaining strategy).

The Union's data request sufficiently provided the Respondent with the information needed to determine whether countervailing interests should outweigh disclosure. Furthermore, the Respondent never questioned the Union's statement of need for the data, as was the case in *Air Force*. Rather, the Respondent based its denial of the data solely on its claim that implementation of the standing registers did not give rise to a bargaining obligation. The above-referenced circumstances, taken on the record as a whole, warrant the conclusion that the "particularized need" requirement has been satisfied here. *Cf. Health Care Finance Administration*, 56 FLRA 156 (2000) union request stating that data was necessary to determine whether the agency had violated merit promotion procedures in a hiring action, and to allow a unit employee to determine whether to pursue a discrimination complaint, satisfied the "particularized need" requirement).

The Appropriate Remedy

Counsel for the General Counsel in her post-hearing brief requests a *status quo ante* remedy, in addition to an order directing the Respondent to post appropriate notices and provide the requested data. (G.C. Brief at 18) The Respondent offered no argument in opposition to this remedy request.

Status quo ante relief is granted in cases like this one, where only impact and implementation matters can be negotiated, pursuant to the criteria set out in *Federal Correctional Institution,* 8 FLRA 604 (1982). These criteria include whether the union was given proper notice of the change in working conditions; whether the union requested bargaining; the wilfulness of the agency's action; the extent of the impact of the change in working conditions on unit employees; and whether directing a return to the *status quo ante* would disrupt efficient agency operations. *Id.* at 606.

I conclude that these criteria favor granting the *status quo ante* relief. The Respondent certainly gave the Union no inkling whatsoever that it was about to implement a new method for filling bargaining unit vacancies. Indeed, union officials had to find out about the change "through the grape vine," from other unit employees. The Union promptly requested bargaining as soon as it found out about the change. The Respondent certainly acted wilfully and knowingly in disregard of the Union when it implemented the new registers. Further, for the reasons I have set out above, this change in working conditions for unit employees is substantial. Finally, and especially in view of the Respondent's failure to claim otherwise, I find no basis to conclude that a return to the use of individualized vacancy announcements, as previously done before implementation of the standing registers, will adversely impact on efficient agency operations. Accordingly, I will include a *status quo ante* remedy in my order.

Based on the above findings and conclusions, I find that the Respondent violated section 7116(a)(1), (5) and (8) of the Statute as alleged, and I recommend that the Authority adopt the following Order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the Social Security Administration, Seattle Region, Seattle, Washington, shall:

1. Cease and desist from:

(a) Changing the conditions of employment of bargaining unit employees by implementing, in conjunction with the Office of Personnel Management, standing registers to fill vacancies in the Claims Representative, Service Representative, and Teleservice Representative positions, without providing the American Federation of Government

Employees, Local 3937, AFL-CIO, with notice and an opportunity to negotiate to the extent consistent with the Federal Service Labor-Management Relations Statute.

(b) Failing or refusing to furnish the American Federation of Government Employees, Local 3937, AFL-CIO, with information requested under section 7114(b)(4) of the Statute when the information is necessary for the Union to discharge its obligations as the exclusive representative of bargaining unit employees.

(c) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Rescind the use of standing registers first implemented on February 28, 2000, to fill vacancies in the Claims Representative, Service Representative, and Teleservice Representative positions.

(b) Notify the American Federation of Government Employees, Local 3937, AFL-CIO, of any intent to change the use of separate vacancy announcements to announce individual vacancies in the Claims Representative, Service Representative, and Teleservice Representative positions, which was the practice before implementation of the standing registers, and upon request, bargain with the American Federation of Government Employees, Local 3937, AFL-CIO, to the extent required by the Federal Service Labor-Management Relations Statute over the changes.

(c) Provide the American Federation of Government Employees, Local 3937, AFL-CIO, with the data requested by the Union in its letter dated March 2, 2000.

(d) Post at its Seattle Washington facilities, where bargaining unit employees represented by the American Federation of Government Employees, Local 3937, AFL-CIO, are located, copies of the attached Notice on forms to be provided by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Seattle Regional Commissioner, Social Security Administration, and shall be posted and maintained for 60 consecutive days thereafter in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to

ensure that such Notices are not altered, defaced, or covered by any other material.

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

Issued, Washington, D.C., July 26, 2002.

_____

ELI NASH, Chief
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Social Security Administration, Seattle Region, Seattle, Washington, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT change the conditions of employment of bargaining unit employees by implementing, in conjunction with the Office of Personnel Management, standing registers to fill vacancies in the Claims Representative, Service Representative, and Teleservice Representative positions, without providing the American Federation of Government Employees, Local 3937, AFL-CIO, with notice and an opportunity to negotiate to the extent required by the Federal Service Labor-Management Relations Statute.

WE WILL NOT fail or refuse to furnish the American Federation of Government Employees, Local 3937, AFL-CIO, with information requested under section 7114(b)(4) of the Statute when the information is necessary for the Union to discharge its obligations as the exclusive representative of bargaining unit employees.

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

WE WILL rescind the use of standing registers first implemented on February 28, 2000 to fill vacancies in the Claims Representative, Service Representative, and Teleservice Representative positions.

WE WILL notify the Union of any intent to change the use of separate vacancy announcements to announce individual vacancies to fill vacancies in the Claims Representative, Service Representative, and Teleservice Representative positions, which was the practice before implementation of the standing registers, and upon request, bargain with the American Federation of Government Employees, Local 3937, AFL-CIO, to the extent required by the Federal Service Labor-Management Relations Statute, over the changes.

WE WILL provide the American Federation of Government Employees, Local 3937, AFL-CIO, with data requested by the Union in its letter dated March 2, 2000, to the Seattle Regional Commissioner.

_____
(Respondent/Agency)

Dated:_____By:_____
(Signature) (Title)

This Notice must remain posted for 60 consecutive days form the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, San Francisco Regional Office, Federal Labor Relations Authority, whose address is: 901 Market Street, Suite 220, San Francisco, CA 94103, and whose telephone number is: (415)356-5000.

CERTIFICATE OF SERVICE

I hereby certify that copies of the **DECISION** issued by ELI NASH, Chief Administrative Law Judge, in Case No. SF-CA-00633, were sent to the following parties:

CERTIFIED MAIL & RETURN RECEIPT **CERTIFIED NOS**:

Stefanie Arthur, Esquire 7000-1670-0000-1175-6865
Federal Labor Relations Authority
901 Market Street, Suite 220
San Francisco, CA 94103

Catherine Six, Esquire
7000-1670-0000-1175-6872
Social Security Administration
WHR, Room G-E-10
6401 Security Boulevard
Baltimore, MD 21235

John Mack, Executive V-President
7000-1670-0000-1175-6889
AFGE Local 3937
c/o Social Security Administration
151 SW 156th Street
Burien, WA 98166

REGULAR MAIL:

Richard Morris, LRS
Social Security Administration
701 Fifth Avenue, Suite 2900
Seattle, WA 98104

Bobby Harnage, National President
AFGE, AFL-CIO
80 "F" Street, N.W.
Washington, D.C. 20001

_____
CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: JULY 26, 2002
WASHINGTON, DC