

66 FLRA No. 169

UNITED STATES
DEPARTMENT OF THE AIR FORCE
DOVER AIR FORCE BASE, DELAWARE
(Activity)

and

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1709
(Union/Petitioner)

WA-RP-11-0028

ORDER DENYING
APPLICATION FOR REVIEW

August 28, 2012

Before the Authority: Carol Waller Pope, Chairman, and
Ernest DuBester, Member

I. Statement of the Case

This case is before the Authority on an application for review (application) filed by the Activity under § 2422.31(c) of the Authority's Regulations.* The Union filed an opposition to the Activity's application.

The Regional Director (RD) granted the Union's petition for consolidation of three bargaining units represented by the Union. For the reasons that follow, we deny the Activity's application.

* Title 5, § 2422.31 of the Code of Federal Regulations states, in pertinent part:

(c) *Review.* The Authority may grant an application for review only when the application demonstrates that review is warranted on one or more of the following grounds:

....

(3) There is a genuine issue over whether the Regional Director has:

(i) Failed to apply established law;

....

(iii) Committed a clear and prejudicial error concerning a substantial factual matter.

II. Background and RD's Decision

The Union filed a petition to consolidate the following three nonprofessional-employee bargaining units at Dover Air Force Base (AFB): (1) a unit of police officers who are appropriated-fund employees (police officers); (2) a unit of other appropriated-fund employees (APFs); and (3) a unit of non-appropriated-fund employees (NAFs). RD's Decision at 1-3. The Activity did not challenge the consolidation of the units of police officers and APFs before the RD, but did challenge the consolidation of those units with the unit of NAFs. *See id.* at 11-12.

The RD found that an installation commander (the commander) leads Dover AFB and also commands Dover AFB's host unit, the 436th Air Wing (436 AW). *See id.* at 3. The RD stated that the commander has "overall authority for matters affecting the entire installation, including general personnel and workplace policies," *id.* at 3-4, and can "authorize administrative dismissal for civilian employees" when there is inclement weather, *id.* at 4. Additionally, she found that the commander oversees labor relations at Dover AFB and is in charge of the installation's two labor relations/personnel offices: the Civilian Personnel Office, which works with police officers and APFs; and the Human Resources Office, which works with NAFs. *See id.* at 5-6; *see also id.* at 9.

The RD stated that the commander directly oversees four groups within the 436 AW and indirectly oversees numerous squadrons and their employees, including all NAFs, all police officers, and many APFs. *See id.* at 3-4. According to the RD, NAFs provide a variety of morale and support-related services for employees at Dover AFB, including "food services, bowling services, and lodging services," and hold a variety of occupations, from library technician to housekeeper. *Id.* at 7. Also according to the RD, the police officers provide security forces for Dover AFB. *See id.* at 7-8. The RD noted that the APFs, NAFs, and police officers at issue here are "geographically co-located at Dover AFB." *Id.* at 5. In addition, she found that APFs are in a number of groups and squadrons in the 436 AW and hold a variety of occupations, from secretary to mechanic. *See id.* at 3, 7. She further found that although there is little occupational overlap between APFs and NAFs generally, some APFs and some NAFs work "side-by-side" as childcare workers at the installations' Childcare Development Center and at the installation's Youth Center. *Id.* at 7-8; *see also id.* at 3, 6.

The RD noted that while many APFs are in the 436 AW, some APFs are in tenant units at Dover AFB, specifically: the 512th Air Wing (512 AW); and the Air Force Mortuary Affairs Office (AFMAO). *See id.* at 3-5. In this regard, the RD found that 436 AW, 512 AW, and

the AFMAO have different missions and chains of command. *See id.* at 3-6. Specifically, she found that the mission of the: (1) 436 AW is to help move cargo and personnel, *see id.* at 3; (2) 512 AW is to provide supervisory and support services during peacetime and emergencies, *see id.* at 4-5; and (3) AFMAO is to provide services for the fallen and their families, *see id.* at 5.

In addition, the RD found that APFs and NAFs are subject to different: (1) pay systems, *see id.* at 8-9; (2) rules regarding discipline, *see id.* at 11; (3) classification systems, *see id.* at 9-10; and (4) policies regarding merit promotions, hiring, firing, layoffs, and recall, *see id.* at 7, 9, 11.

The RD next addressed whether, under the Federal Service Labor-Management Relations Statute (the Statute), consolidation would: (1) ensure a clear and identifiable community of interest among the employees in the unit; (2) promote effective dealings with the Activity; and (3) promote efficiency of the Activity's operations. *Id.* at 15 (citing 5 U.S.C. § 7112(a) (§ 7112(a)); *U.S. Dep't of the Air Force, Lackland AFB, San Antonio, Tex.*, 59 FLRA 739, 741 (2004) (*Lackland AFB*); *U.S. Dep't of the Navy, Fleet & Indus. Supply Ctr., Norfolk, Va.*, 52 FLRA 950, 959 (1997) (*FISC*)).

The RD stated that several factors supported finding that the employees in the proposed, consolidated unit share a community of interest. *See id.* at 16. Specifically, the RD found that: (1) the commander "sets general policies that apply to all [of the] employees," *id.*; (2) the employees are "subject to the same general working conditions applicable to the entire Dover installation," *id.*; (3) the employees are "organizationally located throughout the Activity," *id.* at 15; (4) the two labor relations/personnel offices support the same mission, *see id.* at 17; (5) NAFs are subject to the "same overall chain of command" as the other employees in the 436 AW, *id.* at 16; and (6) the "job duties performed [by APFs and NAFs] are interrelated, and in some cases," such as childcare workers, "identical," *id.*

The RD acknowledged that some of the employees, like police officers and some NAFs, have "unique functions." *Id.*; *see also id.* at 17. However, the RD found that there was still a "high degree of commonality and integration of the mission and functions of all components of the Activity," as the police officers provide "vital [security] services to employees in all other units," *id.* at 16, and as NAFs "provide food, meeting, recreation, childcare[,] and other services to employees in other units," *id.* at 17. Accordingly, the RD stated, "[a]ll of the employees work in some way to support the mission of the Activity." *Id.* at 16. Further, the RD stated that the "different personnel and pay system[s]" of APFs and NAFs, *id.* at 17-18 (citing *Lackland AFB*, 59 FLRA at 742), and the "different organizational

structures and chains of command" between APFs and NAFs, did not render the proposed unit inappropriate, *id.* at 18 (citing *U.S. Dep't of the Treasury, IRS*, 56 FLRA 486, 492 (2000) (*IRS*); *U.S. Dep't of the Navy, Commander, Naval Base, Norfolk, Va.*, 56 FLRA 328, 332 (2000) (Chairman Wasserman dissenting in part) (*Naval Base, Norfolk*)). Additionally, the RD stated that, although the 436 AW, 512 AW, and the AFMAO have separate missions, *see id.* at 3-6, the separate missions of each component "need only 'bear a relationship' to one another, and the functions need only be 'similar or supportive.'" *Id.* at 16 (quoting *Dep't of the Navy, U.S. Marine Corps*, 8 FLRA 15, 22 (1982) (*Marine Corps*)). The RD concluded that, on balance, the factors supported a conclusion that the employees in the proposed, consolidated unit share a community of interest. *See id.* at 18.

With regard to whether the proposed, consolidated unit would promote effective dealings with the Activity, the RD found that the commander sets policies applicable to all employees and that the labor relations/personnel offices support the same mission. *See id.* at 19. In this connection, the RD found that, although the APF and NAF units have separate contracts, and although the police-officer unit does not yet have a contract, *see id.*, all contract negotiations are "conducted at the Dover AFB level," *id.* at 6. Further, the RD stated that there was "no evidence that . . . consolidation would interfere with the Activity continuing to operate" two labor relations/personnel offices. *Id.* at 19. Additionally, the RD found that the Activity's claim that consolidation would not improve labor relations did not indicate that the unit would be inappropriate. *See id.* (citing *U.S. Dep't of the Air Force, Air Force Materiel Command, Wright-Patterson AFB, Ohio*, 55 FLRA 359, 361 (1999) (*AFMC*)). Moreover, the RD stated that the Activity's claim that consolidation will "cause confusion" was "only speculation at this point." *Id.* Based on these findings, the RD stated that a consolidated unit would be "consistent with the Activity's structure of providing personnel services, including labor relations, through two . . . offices and . . . would not change the authority over personnel and labor relations policy for any group of employees." *Id.* Accordingly, the RD found that the consolidated unit would promote effective dealings. *See id.* at 20.

With regard to whether the proposed, consolidated unit would promote the efficiency of the Activity's operations, the RD stated that there was "no evidence" that a consolidated unit would result in "any additional costs, loss of productivity, or use of resources." *Id.* The RD added that it was "possible" that consolidation would "result in bargaining on a broader scale and actually reduce negotiation costs." *Id.* Accordingly, the RD found that the consolidated unit

would promote efficiency of the Activity's operations. *Id.*

Based on the foregoing, the RD concluded that the proposed, consolidated unit was appropriate. *See id.* at 20-21.

III. Positions of the Parties

A. Activity's Application

The Activity does not challenge the RD's determination that consolidation of the APF unit and the police officer unit would be appropriate. *See* Application at 24. However, with regard to the inclusion of NAFs in the proposed unit, the Activity asserts that the RD committed clear and prejudicial errors concerning substantial factual matters. *See id.* at 24, 33, 36.

With regard to whether the employees share a community of interest, the Activity asserts that the RD "failed to properly weigh" several relevant factors. *Id.* at 33; *see also id.* at 26, 29-32. First, the Activity asserts that the mission of NAFs is "distinct from [the missions of the] AFMAO" and "different from the missions of [other] squadrons within the 436 AW." *Id.* at 26. Additionally, the Activity asserts that this case is distinguishable from *Marine Corps*, 8 FLRA at 22, cited by the RD. *See id.* at 26-27. Specifically, the Activity asserts that *Marine Corps* is different because it "consisted [only] of APF employees," and because the missions of the 436 AW and the AFMAO are "vastly . . . different," *id.* at 26-27 (citing *Marine Corps*, 8 FLRA at 22), and "disparate," *id.* at 27 (citing *Dep't of Def., U.S. Army, Corps of Eng'rs*, 5 FLRA 677, 683 (1981) (*Corps of Eng'rs*)). Further, the Activity argues that, while the 436 AW "provide[s] some degree of installation support to [the] AFMAO, there is no similar support that [the] AFMAO provides the 436 AW." *Id.*

Second, the Activity asserts that, while the RD "acknowledges that employees of the 512 AW and [the] AFMAO are not part of the same overall chain of command as the 436 AW," the RD "fails to reveal . . . that the[se] chains of command . . . are completely different." *Id.* (internal quotation marks omitted); *see also id.* at 29 (citing *U.S. Dep't of the Air Force, Travis AFB, Cal.*, 64 FLRA 1 (2009) (Member Beck dissenting) (*Travis AFB*)).

Third, the Activity contends that the position of childcare worker was the only job the RD cited where APFs and NAFs have similar duties. *Id.* Further, the Activity argues that the fact that NAFs provide "food, recreation, childcare[,] and other . . . services" for all employees at Dover AFB does not "present any broad interrelationship between" NAFs and APFs. *Id.* at 30. As for the RD's statement that the employees are

"organizationally located throughout the Activity," the Activity asserts that NAFs are "located only in" one squadron. *Id.* (quoting RD's Decision at 15) (citing *Corps of Eng'rs*, 5 FLRA at 682). Accordingly, the Activity asserts, the record indicates that APFs and NAFs have "very little commonality." *Id.*

Fourth, the Activity contends that the RD "discounts . . . that" APFs and NAFs are subject to different personnel and pay systems, *id.* at 31, and argues that the "similarities" between APFs and NAFs are "outweighed by the vast differences" in those systems. *Id.* at 31-32. In addition, the Activity contends that APFs and NAFs are not "part of the same organizational component" and are not "subject to the same general working conditions." *Id.* at 33.

With regard to whether the proposed, consolidated unit would promote effective dealings with the Activity and efficiency of the Activity's operations, the Activity argues that the RD did not "fully analyz[e] the effective dealings and efficiency of operations prongs," even though the RD "need[ed] to give equal weight" to those factors. *Id.* at 33-34 (citing *Dep't of Transp., FAA, Sw. Region, Tulsa Airway Facilities Sector*, 3 FLRC 235, 241-42 (1975) (*FAA*)).

With specific regard to the effective-dealings criterion, the Activity contends that the RD "disregarded the significant differences in the pay, performance management, and personnel systems applicable to the employees." *Id.* at 33. Additionally, the Activity alleges that the RD placed "undue focus on Dover being able to retain two separate personnel offices," and asserts that the RD should have focused instead on the "vast differences in pay and personnel systems" of APFs and NAFs. *Id.* at 35 (citing RD's Decision at 19). Further, the Activity alleges that the "Union president has limited involvement with NAF issues," *id.* at 34 (citing Tr. at 64), and "admitted . . . that he was not involved with developing proposals for NAF contract negotiations, was not familiar with what a business[-]based action was, and was not familiar with [a] new NAF regulation," *id.* at 35 (citing Tr. at 242, 246-47). The Activity also contends that the RD "fail[ed] to provide any evidence that would counter this lack of bargaining experience." *Id.* Additionally, with regard to the RD's finding that concerns regarding consolidation were speculative, the Activity asserts that it is "more than speculation" that the NAF unit and the APF unit have "separate contracts" and work with separate labor relations/personnel offices. *Id.* at 36.

With regard to the efficiency-of-operations criterion, the Activity contends that the RD "ignore[d] the evidence . . . that demonstrates how consolidating these units would lead to increased labor problems, delays in bargaining over a new contract, and waste of manpower." *Id.* at 37. In this connection, the Activity alleges that

differences between APFs and NAFs — such as different contracts, grievance procedures, policies for official time, and personnel systems and policies — mean that it would be “extremely hard to negotiate with a consolidated unit.” *Id.* Moreover, the Activity contends, “Union representatives . . . are unfamiliar with the NAF process,” and that “will not make the process more efficient.” *Id.*

B. Union’s Opposition

The Union asserts that, for five reasons, the RD did not err in her analysis of the community-of-interest criterion. *See* Opp’n at 1, 3. First, the Union contends that: NAFs “support the mission of the 436 AW” and APFs “support the mission” of the AFMAO, *id.* at 3; some NAFs and APFs work together, *see id.* at 4; and the Activity “fails to demonstrate that the separate missions” of the 436 AW, 512 AW, and the AFMAO “do not bear a relationship to one another,” *id.* at 3 (citing *AFMC*, 55 FLRA at 362). Second, the Union argues that APFs and NAFs are “organizationally and operationally integrated,” *id.* at 4, and that the commander has “overall authority to establish labor . . . relations policies . . . at the installation,” *id.* at 5. Third, the Union contends that the fact that employees have “specialized functions” does not mean that they do not share a community of interest. *Id.* at 4-5 (citing *U.S. Dep’t of Homeland Sec., Bureau of Customs & Border Prot.*, 61 FLRA 485, 496 (2006) (*DHS*)). Fourth, the Union contends that a “separate chain of command does not render a proposed bargaining unit inappropriate.” *Id.* at 5 (citing *Naval Base, Norfolk*, 56 FLRA at 332). And fifth, the Union asserts that the Activity’s “disagree[ment] with the weight accorded to various factors by the RD” does not “show[] that the RD committed an error.” *Id.* at 6 (citing *Travis AFB*, 64 FLRA at 7; *U.S. Dep’t of the Army, Army Materiel Command Headquarters, Joint Munitions Command, Rock Island, Ill.*, 62 FLRA 313, 318 (2007)).

With regard to the effective-dealings criterion, the Union contends that the RD “correctly assessed” this factor by “examining . . . ‘the past collective bargaining experience of the parties.’” *Id.* at 7 (quoting *FISC*, 52 FLRA at 961). Finally, with regard to the efficiency-of-operations criterion, the Union argues that the petitioned-for unit would “bear[] some relationship to the operational and organizational structure of the Activity.” *Id.* at 8 (citing *Travis AFB*, 64 FLRA at 8; *FISC*, 52 FLRA at 961).

IV. Analysis and Conclusions

Section 7112(d) of the Statute permits consolidation of two or more bargaining units represented by the same exclusive representative “if the Authority considers the larger unit to be appropriate.” This provision was intended by Congress to “better facilitate the consolidation of small units” into more comprehensive ones. *AFMC*, 55 FLRA at 361 (quoting

124 Cong. Rec. H9634 (daily ed. Sept. 13, 1978) (statement of Representative Udall)). Consolidation serves a statutory interest in reducing unit fragmentation and in promoting an effective, comprehensive bargaining-unit structure. *See Air Force Logistics Command, U.S. Air Force, Wright-Patterson AFB, Ohio*, 7 FLRA 210, 214 (1981); *Army & Air Force Exch. Serv., Dall., Tex.*, 5 FLRA 657, 661-62 (1981).

The Authority has consistently held that § 7112(d) of the Statute permits consolidation whenever a consolidated unit is appropriate under § 7112(a) of the Statute. *See, e.g., U.S. Dep’t of Transp., FAA*, 63 FLRA 356, 359 (2009); *see also AFMC*, 55 FLRA at 361. In order for a unit to be appropriate under § 7112(a), it must: (1) ensure a clear and identifiable community of interest among the employees in the unit; (2) promote effective dealings with the agency involved; and (3) promote efficiency of operations of the agency involved. *E.g., FISC*, 52 FLRA at 959. A proposed unit must meet all three criteria in order to be found appropriate. *E.g., U.S. Dep’t of Commerce, U.S. Census Bureau*, 64 FLRA 399, 402 (2010) (*Commerce*). Determinations as to each of these criteria are made on a case-by-case basis. *E.g., id.* The Authority has set out factors for assessing each criterion, but has not specified the weight of individual factors or a particular number of factors necessary to establish an appropriate unit. *E.g., id.* We address each criterion separately below.

A. Community of Interest

The Activity alleges that the RD committed clear and prejudicial errors concerning substantial factual matters. Application at 24. In addition, the Activity asserts that the RD “failed to properly weigh the [community-of-interest] factors,” *id.* at 33, which we construe as alleging that the RD failed to apply established law.

In considering whether employees share a clear and identifiable community of interest, the Authority examines such factors as geographic proximity, unique conditions of employment, distinct local concerns, degree of interchange between other organizational components, and functional or operational separation. *See FISC*, 52 FLRA at 961. In addition, the Authority considers factors such as whether the employees in the proposed unit are a 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 duties, job titles, and work assignments; are subject to the same general working conditions. *See id.* at 960-61. Additionally, while the Authority also considers whether employees are governed by the same personnel office, *see id.* at 961, the Authority does not require that labor-relations and personnel decisions be processed

centrally, *see AFMC*, 55 FLRA at 363. Rather, the Authority assesses whether employees work under similar personnel and labor relations policies. *Id.*

As set forth more generally above, no single community-of-interest factor is dispositive. *Travis AFB*, 64 FLRA at 7. Additionally, the Authority has not specified the weight to be accorded the various factors. *Id.* Consistent with these principles, the Authority has made determinations regarding these factors on a case-by-case basis after examining the totality of the circumstances. *Id.*

As relevant here, the RD found several factors indicating a shared community of interest. Specifically, she found that: (1) the employees are geographically co-located, RD's Decision at 5; (2) the commander sets general personnel and workplace policies applicable to all employees, *see id.* at 3-4, 16; (3) the commander can authorize administrative dismissals for inclement weather, *see id.* at 4; (4) the commander oversees labor relations, *see id.* at 5; and (5) the commander oversees the labor relations/personnel offices, *see id.* at 5-6. These findings indicate that certain community-of-interest factors — specifically, those pertaining to geographic proximity, common general working conditions, and similar personnel/labor relations policies — were met. *See Commerce*, 64 FLRA at 403; *FISC*, 52 FLRA at 960-61; *AFMC*, 55 FLRA at 363. Based on these findings, the RD's conclusion that the employees share a community of interest is consistent with Authority precedent. *See Travis AFB*, 64 FLRA at 6-8.

The Activity does not demonstrate that the RD failed to apply established law. The Activity asserts that the RD “failed to properly weigh the [community-of-interest] factors.” Application at 33. But arguments that “challenge the RD's weighing” of those factors do not demonstrate that the RD failed to apply established law. *U.S. Dep't of the Air Force, Joint Base, Langley-Eustis, Va.*, 66 FLRA 752, 756 (2012) (*Langley-Eustis*). Further, to the extent that the Activity's assertion challenges the weight the RD gave the evidence, such a challenge is “not sufficient to find that an RD committed a clear and prejudicial error concerning a substantial factual matter.” *U.S. Dep't of Veterans Affairs, Med. Ctr., Hampton, Va.*, 65 FLRA 364, 366 (2010) (*Veterans*). With regard to the Activity's assertion that the AFMAO does not support the 436 AW, *see* Application at 26-27, that assertion, even if true, does not demonstrate that the components' missions bear no relationship to one another, or that employees' functions are not sufficiently similar, *see Travis AFB*, 64 FLRA at 7-8; *see also Marine Corps*, 8 FLRA at 22. Moreover, the Activity does not demonstrate that the geographically co-located missions at Dover AFB are in any way as “disparate” as the geographically diffuse missions that were spread across twenty-seven locations

in *Corps of Engr's*, 5 FLRA at 677, 680, 681-83. We note, in this regard, that the Statute expressly contemplates an “appropriate unit . . . established on an . . . installation . . . basis.” *Travis AFB*, 64 FLRA at 6 (quoting 5 U.S.C. § 7112(a)).

The Activity also argues that the RD committed clear and prejudicial errors concerning substantial factual matters because, according to the Activity, the employees do not have: (1) the same mission, *see* Application at 25-26; (2) a common chain of command, *see id.* at 28-29; (3) similar job titles and work assignments, except for the childcare workers, *see id.* at 30; (4) a common personnel system, *see id.* at 31; and (5) a common pay system, *see id.* Additionally, the Activity asserts that the employees are not part of the same organizational component, are not organizationally located throughout the Activity, and are not subject to the same general working conditions. *Id.* at 30, 33.

However, even assuming that the RD made factual errors alleged by the Activity, the Activity does not demonstrate that those errors are prejudicial. In this regard, the RD's community-of-interest determination is supported by other factors, such as geographic proximity. *See* RD's Decision at 5, 16. Further, as stated above, no one community-of-interest factor is dispositive. *Travis AFB*, 64 FLRA at 7. Thus, the Activity's assertions do not preclude a finding of a community of interest. *See id.* Accordingly, even if the factual findings cited by the Activity were erroneous, they were not outcome-determinative and, therefore, were not prejudicial. *See, e.g., U.S. Dep't of Commerce, Nat'l Weather Serv., Silver Spring, Md.*, 62 FLRA 472, 476-77 (2008). Based on the foregoing, the Activity has not demonstrated that the RD erred in finding that the employees share a community of interest.

B. Effective Dealings

At the outset, the Activity asserts that the RD did not “fully analyz[e] the effective[-]dealings” criterion, even though the RD “need[ed] to give equal weight” to that factor. Application at 33-34 (citing *FAA*, 3 FLRC at 241-42). But the RD fully analyzed the effective-dealings criterion, and there is no basis for finding that the RD failed to give equal weight to the criterion. *See, e.g., AFGE, Local 2004*, 47 FLRA 969, 973 (1993). Accordingly, the Activity's assertion is rejected.

As for the application of the criterion, 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 negotiations of matters of critical concern to the

employees in the proposed unit; and the level at which labor relations is set by the agency. *E.g.*, *Commerce*, 64 FLRA at 403. Additionally, the Authority considers whether consolidation will reduce bargaining-unit fragmentation and whether the unit would adequately reflect the agency's organizational structure or would require creating a new agency structure. *E.g.*, *AFMC*, 55 FLRA at 364.

Here, the RD reviewed the parties' past collective-bargaining experience, noted that the commander sets policies applicable to all employees, and found that the labor relations/personnel offices support the same mission. *See* RD's Decision at 6, 19. Additionally, the RD found that there was "no evidence" that consolidation would interfere with labor relations at the Activity. *See id.* at 19. Based on these findings, the RD determined that consolidation would be "consistent with the Activity's structure." *Id.* Accordingly, the RD determined that consolidation would promote effective dealings with the Activity. *See id.* at 19-20.

The Activity's claims do not demonstrate that the RD erred in this regard. The Activity asserts that the RD "disregarded the significant differences in the pay, performance management, and personnel systems applicable to the employees in the three bargaining units," Application at 33, that the RD "barely address[ed]" the parties' past collective-bargaining experience, *id.*, and that the RD placed "undue focus on" the labor relations/personnel offices at Dover AFB, *id.* at 34-35. But these allegations challenge the RD's weighing of the effective-dealings factors. Such challenges do not demonstrate that the RD failed to apply established law. *See, e.g., Langley-Eustis*, 66 FLRA at 756.

The Activity also asserts that testimony contradicts the RD's finding that there was no evidence that consolidation would interfere with labor relations. *See* Application at 34-36. However, this assertion challenges the weight the RD accorded that evidence and thus does not demonstrate that the RD committed a clear and prejudicial error concerning a substantial factual matter. *See, e.g., Veterans*, 65 FLRA at 366.

Based on the foregoing, the Activity has not demonstrated that the RD erred with regard to effective dealings.

C. Efficiency of Operations

As with the effective dealings criterion, the Activity asserts that the RD did not "fully analyz[e]" the efficiency-of-operations criterion. Application at 33-34. But the RD fully analyzed that criterion, and there is no basis for finding that the RD failed to give equal weight

to the criterion. *See, e.g., AFGE, Local 2004*, 47 FLRA 969, 973 (1993). Accordingly, the Activity's assertion is rejected.

As for the application of the criterion, the criterion concerns the degree to which the unit structure bears a rational relationship to the operational and organizational structure of the agency. *See Commerce*, 64 FLRA at 404. In assessing this criterion, the Authority examines the effect of the proposed unit on operations in terms of cost, productivity, and use of resources. *E.g., id.*

As discussed above, the RD found no evidence that consolidating the three units would result in additional costs, loss of productivity, or use of resources. RD's Decision at 20. Consistent with this finding, the RD determined that the consolidation would promote efficiency of the Activity's operations. *See id.*

The Activity alleges that the RD "ignored" certain evidence pertaining to "increased labor problems." Application at 37. However, the Activity's assertion challenges the weight the RD accorded the evidence. As stated above, such challenges do not demonstrate that the RD committed a clear and prejudicial error concerning a substantial factual matter. *See, e.g., Veterans*, 65 FLRA at 366.

Based on the foregoing, the Activity has not demonstrated that the RD erred in finding that the consolidation would promote efficiency of the Activity's operations.

V. Order

The Activity's application is denied.