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

MEMORANDUM DATE: June 16, 2004

TO: The Federal Labor Relations Authority

FROM: SUSAN E. JELEN
Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF AGRICULTURE
FOOD SAFETY INSPECTION SERVICE
FIELD OPERATIONS, WASHINGTON, D.C.
(JACKSON, MISSISSIPPI)

Respondent

and Case No. AT-CA-03-0580

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 2504, 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

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
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WASHINGTON, D.C. 20424-0001

U.S. DEPARTMENT OF AGRICULTURE FOOD SAFETY AND INSPECTION SERVICE FIELD OPERATIONS, WASHINGTON, D.C. (JACKSON, MISSISSIPPI) Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2504, AFL-CIO Charging Party	Case No. AT-CA-03-0580

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 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 **JULY 18, 2005**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
1400 K Street, NW, 2nd Floor
Washington, DC 20005

SUSAN E. JELEN
Administrative Law Judge

Dated: June 16, 2004
Washington, DC

OALJ 05-35

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

U.S. DEPARTMENT OF AGRICULTURE FOOD SAFETY AND INSPECTION SERVICE FIELD OPERATIONS, WASHINGTON, D.C. (JACKSON, MISSISSIPPI) Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2504, AFL-CIO Charging Party	Case No. AT-CA-03-0580

Brent S. Hudspeth, Esquire
For the General Counsel

Clifton Rowe
For the Respondent

Before: SUSAN E. JELEN
Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the United States Code, 5 U.S.C. § 7101, *et seq.* (the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (hereinafter FLRA/Authority), 5 C.F.R. § 2423.

Based upon an unfair labor practice charge filed by the American Federation of Government Employees, Local 2504, AFL-CIO (Union or Charging Party), a complaint and notice of hearing was issued by the Regional Director of the Atlanta Regional Office of the Authority. The complaint alleges that the U.S. Department of Agriculture, Food Safety and Inspection Service, Washington, D.C., Jackson, Mississippi, District (Respondent), violated section 7116(a)(1) and (5) of the Statute when it denied requests made by the Charging Party that representatives identified by the latter be

permitted to use official time. (G.C. Exh. 1(c)) Respondent timely filed an Answer denying that it violated the Statute. (G.C. Exh. 1(g))

A hearing was held in Jackson, Mississippi, on January 26, 2005, at which time all parties were afforded a full opportunity to be represented, be heard, examine and cross-examine witnesses, introduce evidence and argue orally.[1] The General Counsel filed a timely post-hearing brief which has been fully considered.

Based upon the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions and recommendations.

Findings of Fact

The U.S. Department of Agriculture, Food Safety and Inspection Service, Washington, D.C., Jackson, Mississippi, District is an agency within the meaning of 5 U.S.C. § 7103 (a)(3). (G.C. Exh. 1(c))

The National Joint Council of Food Inspection Locals, American Federation of Government Employees, AFL-CIO (AFGE) is a labor organization under 5 U.S.C. § 7103(a)(4) and is the exclusive representative of a unit of employees appropriate for collective bargaining that includes employees of the Respondent. (G.C. Exh. 1(c)) The American Federation of Government Employees, Local 2504, AFL-CIO, is an agent of AFGE for purposes of representing employees of the Respondent who are included in that bargaining unit. (G.C. Exh. 1 (c))

AFGE and the Department of Agriculture, Food Safety and Inspection Service are parties to a collective bargaining agreement that covers the employees in the bargaining unit for which AFGE holds exclusive recognition. (*FSIS,*

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[1] At the hearing, I granted the General Counsel's un-opposed motion that I take "judicial" notice of the record of a hearing in *U.S. Department of Agriculture, Food Safety and Inspection Service, Field Operations, Washington, D.C. (Raleigh, North Carolina)*, Case No. AT-CA-03-0800 (*FSIS, Raleigh*). *Cf. Social Security Administration*, 47 FLRA 410, 410-11 (1993) (section 2429.5 of the Authority's regulations permits official notice that can include the record and transcript in other unfair labor cases).

Raleigh, Jt. Exh. 1) That collective bargaining agreement became effective on October 1, 2002, for a term of 3 years. Paul Johnson, the President of the National Joint Council, served as chief negotiator for AFGE for that collective bargaining agreement. (Tr. 8-9) Stanley Painter signed that collective bargaining agreement on AFGE's behalf as Southern Council President. (Tr. 9)

The collective bargaining agreement provides in relevant part:

> PREAMBLE
>
> This Agreement is entered into by and between the Department of Agriculture, Food Safety and Inspection Service (hereinafter referred to as the Agency), and the National Joint Council of Food Inspection Locals, American Federation of Government Employees, AFL-CIO (hereinafter referred to as the Union). . . .
>
> **ARTICLE 4**
>
> **UNION REPRESENTATIVES, RIGHTS AND RESPONSIBILITIES**
>
> **Section 1. Policy**
>
> . . .
>
> The National Joint Council shall include (1) the Chairperson of the National Joint Council or an individual to act on his/her behalf; and (2) all Council Presidents or individuals designated to act on their behalf.
>
> . . .
>
> **Section 3. Designation of Union Officials**
>
> The Union shall within thirty (30) calendar days of the date of this Agreement, and annually thereafter, provide the Director of Labor and Employee Relations Division (LERD), Field Labor Relations Specialists, and District Managers, by district, with an updated written list of the names, titles, and work telephone numbers of all

Union officials, including locations and jurisdiction of the Union officers and representatives. Also, the Union shall provide written notice to the Director, LERD, appropriate District Managers, and Field Labor Relations Specialists of any changes in representatives normally two (2) weeks in advance of performing representational duties.

. . .

ARTICLE 7

OFFICIAL TIME

Section 1. Policy

. . . . In accordance with this Agreement, the Agency shall recognize a reasonable number of Union-designated representatives as appropriate users of official duty hours for representational activities and labor-management functions. . . .

. . .

Section 3. Use of Official Time

. . .

b. A reasonable amount of official time shall be granted for representational activities initiated and/or approved by the Agency in advance.

c. The following are activities that meet the test for reasonable amounts of official time:

. . .

19. To participate in training sponsored by the Union in the administration of Public Law 95-454.

Section 4. Block Time

The Chairperson will receive a block of 100% official time during the calendar year. Council Presidents . . . will receive a block of 50% of official time . . . All other Union representatives, shall request reasonable official time to perform labor-management representational responsibilities as provided for under this article.

. . .

Section 5. Union Designation of Representatives

The Union shall provide in writing and maintain with the Agency on a current basis a list of the Union's Officers, Stewards, committee members, and other representatives authorized to use official time.

(Jt. Exh. 1; *FSIS, Raleigh*, Jt. Exh. 1)

At the time of the events that gave rise to the complaint in this case, Dr. M. Loret de Mola occupied the position of Jackson District Manager.[2] (G.C. Exhs. 1(c) and 1(g)

By letter dated December 12, 2002, Ronnie Hubbard, the President of Local 2504, informed de Mola that he was assigning Clarence Douglas to serve as the Union representative for the night shift at plant number 00308 in Morton, Mississippi. (Jt. Exh. 2) In that letter, Hubbard requested that Douglas be allowed official time to represent the employees at plant 00308 when the need arose. (Jt. Exh. 2)

By letter dated November 13, 2002, and amended December 14, 2002, Painter notified de Mola of the identities of the Local Presidents in the Jackson District. Among those identified in the letter were Hubbard as President of Local 2504 or the Central Mississippi Local and Painter as President of Local 2357, which covered the state of Alabama. (Jt. Exh. 3) This communication was

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[2] At some point prior to the trial in this case, de Mola retired (Tr. 28) and did not testify.

supplemented by a subsequent letter from Painter that provided the same listing and included a map depicting the jurisdictions of the locals in Mississippi. (Jt. Exh. 6)

De Mola responded to Hubbard by a letter dated December 18, 2002, in which he advised that "[a]s per Article 7, Section 5, the union, i.e., NJC [National Joint Council], shall designate the representatives" and returned Hubbard's notification "as unrecognized by management." (Jt. Exh. 4)

By letter dated December 23, 2002, Painter provided de Mola with a listing of the executive committee of Local 2504. (Jt. Exh. 5) The listing identified Hubbard as President, Roosevelt Hoover as Vice President, Jim Overby as Secretary/Treasurer, Clarence Douglas as Chief Steward, and Aaron Washington as Sergeant at Arms. (Jt. Exh. 5)

By letter to de Mola dated January 23, 2003, Hubbard requested official time in accordance with Article 7, section 3c, for the officers of Local 2504 to attend "the 10th District Training Seminar" during the week of May 25, 2003. (Jt. Exh. 7) The officers identified in Hubbard's letter were the same as those listed in Painter's December 23, 2002, letter to de Mola. (Jt. Exh. 7)

By memorandum titled "Official Time Request" dated January 27, 2003, de Mola responded to Hubbard informing him that with respect to official time for himself, his request did comply with Article 7, Section 3c, Item 19, but de Mola could not approve the request for official time because relief was not available. (Jt. Exh. 8) With respect to the "three other gentlemen," de Mola's memo asserted that the NJC had not identified them as officials of the union and, consequently, de Mola would not consider the request for official time for them. (Jt. Exh. 8)

In a subsequent memorandum titled "Official Time Request" dated March 12, 2003, de Mola advised Hubbard that "the other individuals" (Hoover, Overby, Douglas and Washington) could request annual leave to attend the meeting during the week of May 26 but he would not incur travel costs or bring relief in to cover their annual leave. (Jt. Exh. 9) De Mola further stated that official time was not applicable to "those individuals" because they had not been

identified by the chairman of the NJC as designated union officials. (Jt. Exh. 9)

By letter to de Mola dated March 19, 2003, Hubbard asserted that the training seminar scheduled for the week of May 26 concerned the administration of Public Law 95-454, was open to all union members, and did not require a designation of representative. (Jt. Exh. 10) Hubbard further maintained that official time under Article 7, Section 3, did not require a designation from the NJC but that the NJC was responsible for the designation of employee representatives under Article 7, Section 5. (Jt. Exh. 10) Hubbard reiterated his request for official time for Hoover and Douglas to attend the union-sponsored training the week of May 26, 2003. (Jt. Exh. 10) Hubbard stated that it had become unlikely that Overby and Washington would be able to attend. (Jt. Exh. 10)

By memorandum dated March 26, 2003, which was titled "Official Time Request," de Mola again denied Hubbard's request citing the "agreement between [NJC] and LERD [Labor and Employee Relations Division]." (Jt. Exh. 11) De Mola stated that the names Hubbard provided were not on the list of Union officials and representatives provided to LERD by Paul Johnson. (Jt. Exh. 11)

The only witness to testify at the hearing in this case was James Burt, one of the Deputy District Managers in the Jackson District. (Tr. 27) Burt stated that he had some responsibilities for labor management relations matters in the District and was familiar with the collective bargaining agreement. (Tr. 28) Burt did not, however, claim to have had any involvement in the exchange of the communications between de Mola and either Hubbard or Painter that is described above. (Tr. 28) Burt testified that he was not involved in the negotiations that produced the collective bargaining agreement but did attend training sessions on the agreement shortly after negotiations were completed. (Tr. 32, 50) Burt's understanding was that if the Union failed to comply with the provisions of Article 4 of the agreement in designating representatives, management would simply inform the Union that it could not recognize the representatives. (Tr. 33) According to Burt, the Agency could not legally spend Agency funds on official time if the contract was not followed with respect to designating Union officials and requesting official time. (Tr. 33, 39-40)

ISSUE

Whether or not the Respondent violated section 7116(a)(1) and (5) of the Statute by the actions of de Mola in rejecting Hubbard's requests that (1) Douglas be permitted official time for representational purposes at the Morton, Mississippi, plant and (2) Hoover, Overby, Douglas and Washington be permitted official time to attend a training session during the week of May 26, 2003.

POSITIONS OF THE PARTIES

GENERAL COUNSEL

The General Counsel maintains that under the Statute labor organizations have the right to designate their representatives and that an agency's failure to recognize duly authorized representatives violates section 7116(a)(1) and (5). With respect to this particular case, the General Counsel contends that de Mola refused to recognize Douglas, Hoover, Overby, and Washington who were duly authorized representatives of the Union and that his actions in that regard on January 27, March 12, and March 26, 2003, violated the Statute.[3]

The General Counsel argues that the Union's alleged failure to comply with the collective bargaining agreement did not permit the Respondent to reject the Union's

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[3] The complaint encompassed the incident in December 2002 when de Mola rejected Hubbard's notification seeking official time for Douglas to serve as representative at the Morton, Mississippi, plant. It is not clear from the General Counsel's brief whether he continues to assert that incident as a violation. Although the General Counsel refers to the incident in setting forth the statement of facts in his brief, he does not include it in his arguments supporting his claim that the Respondent violated the Statute. Rather, in the argument portion of his brief, the General Counsel cites only de Mola's actions on January 27, March 12, and March 26, 2003. (G.C.'s Brief at 8) The General Counsel has not, however, specifically withdrawn his original claim that de Mola's action rejecting Hubbard's notification regarding representation at the Morton plant was conduct that violated the Statute. Consequently, I will err on the side of considering that incident as encompassed by the alleged violation.

designation of its representatives. In this regard, the General Counsel contends that based on the analysis articulated in *Internal Revenue Service, Washington, D.C.*, 47 FLRA 1091 (1993) (*IRS*), the collective bargaining agreement does not afford Respondent a defense against the alleged violation.

The General Counsel maintains that under the *IRS* analysis the Respondent bears the burden of establishing that the contractual provision in question permits an action that would otherwise violate a statutory right. Applying the *IRS* analysis to this case, the General Counsel asserts that although the Union failed to meet the technical requirements of Article 4, Section 3, of the collective bargaining agreement, that contractual provision, unlike others in the agreement, does not specify any consequences for noncompliance. The General Counsel further contends that the evidence concerning bargaining history fails to show that there was any discussion of consequences that would apply in the event the Union failed to comply with the terms of Article 4, Section 3. As to past practice, the General Counsel avers that particularly in view of the absence of requirements similar to those in Article 4, Section 3, in the prior agreement and the newness of the current agreement at the time of the events underlying this complaint, the evidence fails to demonstrate that de Mola's action was consistent with established practice.

As a remedy, the General Counsel requests that an order be issued requiring the Respondent to cease and desist and post a notice to employees.

RESPONDENT

The Respondent did not file a post-hearing brief in this case. In an opening statement at the hearing, the Respondent recognized the Union has a statutory right to designate its own representatives but asserted, however, that the Union failed to comply with contractual requirements in making the designations at issue in this case. Citing *IRS*, the Respondent contended that its action rejecting the designations was a permissible response to the Union's noncompliance.

Analysis and Conclusion

It is well established that agencies and unions have the right to designate their own representatives when fulfilling their responsibilities under the Statute. *See, e.g., American Federation of Government Employees, Local 1738, AFL-CIO*, 29 FLRA 178, 188 (1987). An agency's failure to recognize duly authorized representatives of a union violates section 7116(a)(1) and (5) of the Statute. *See, e.g., U.S. Department of Veterans Affairs*, 57 FLRA 515, 518-19 (2001).

Both parties in this case assert that the analysis set forth in *IRS* is relevant. The IRS analysis is used in circumstances where a respondent claims as a defense to an unfair labor practice allegation that a collective bargaining agreement permitted an action claimed to violate a statutory right. Under that analysis, once the General Counsel makes a *prima facie* showing that a respondent's actions would constitute a violation of a statutory right, the respondent may rebut the General Counsel's showing. *See IRS*, 47 FLRA at 1110. Such rebuttal may be accomplished by establishing by a preponderance of the evidence that the parties' collective bargaining agreement permitted the respondent's action. *See id.*

Although the General Counsel contends that de Mola's action constituted a failure to recognize the representatives designated by the Union, I find that the evidence establishes only that de Mola refused to grant official time to the representatives that Hubbard designated for various purposes. Furthermore, the record shows that the official time sought was encompassed by section 7131(d) and, hence, there was no statutory entitlement to it. *See U.S. Department of the Air Force, HQ Air Force Materiel Command and American Federation of Government Employees, Council 214*, 49 FLRA 1111, 1120 (1994) (*Air Force Materiel Command*). Rather, the use of such time, including its amount, allocation and scheduling, is subject to negotiation between the parties to an exclusive recognition. *See, e.g., Military Entrance Processing Station, Los Angeles, California*, 25 FLRA 685, 689 (1987). Consequently, there is no assurance that all union representational activities that come within the scope of section 7131(d) will be performed on official time. That is, official time may be limited to what is obtained through the bargaining process and meets the conditions established through that process. Given these circumstances, simply denying official time of the

type covered under section 7131(d) does not equate to a refusal to recognize the union's designated representative. A denial of official time does not necessarily deprive a union representative of the ability to conduct representational activity either while off the clock or on some form of leave. Put another way, denial of official time may be separate and distinct from a refusal to recognize the union's duly authorized representatives. *See, e.g., Air Force Materiel Command*, 49 FLRA at 1120-21.

Turning to the matter of Hubbard's December 12, 2002, request relating to the Morton plant, Hubbard's letter notified de Mola that he was assigning Douglas as the Union representative to service that plant and requested that de Mola allow Douglas official time as needed to perform that function. De Mola's response rejecting Hubbard's notification was cryptic and its intended scope susceptible of interpretation. On its face, de Mola's letter cites only Article 7, Section 5, of the contract as the basis for the rejection. That provision, which is set forth above, establishes as a requirement relating to the use of official time that "the Union" provide a current listing of Union representatives authorized to use official time. Jt. Exh. 1 De Mola's use of the subject "Union Designation of Representatives" on his letter could be read as an indication that the rejection was meant to encompass the broader issue of the designation of Douglas as representative at the Morton plant. It could also be interpreted as simply mirroring the title of Section 5 of Article 7. This latter interpretation is more consistent with the citation in the body of the letter. In view of the similarity between the subject line of the letter and the title of the contractual provision cited in the body of the letter, I find de Mola's characterization of the subject of his letter does not show that he intended his rejection to apply more broadly than to the official time aspect of Hubbard's notification.

In his testimony at the hearing, Burt characterized de Mola's rejection broadly as a refusal to recognize Douglas as a representative at the Morton plant as well as a denial of official time for that purpose. There is, however, no evidence establishing that Burt was involved in preparing de Mola's December 18 letter or was privy to de Mola's purpose insofar as that particular piece of correspondence. Consequently, I do not find Burt's opinion

persuasive in establishing what de Mola's intent was. I find that although the evidence establishes that de Mola rejected Hubbard's request to allow Douglas official time to represent the Union at the Morton plant as noncompliant with contractual requirements, it does not establish that de Mola also refused to recognize Douglas as the Union's representative at the Morton plant.

The circumstances here are distinguishable from those in cases in which the Authority found that an agency interfered with the union's right to designate its representatives. For example, in *Department of Veterans Affairs, Ralph H. Johnson Medical Center, Charleston, South Carolina*, 57 FLRA 495 (2001) a violation was found when the evidence established that an agency representative refused to contact or deal with a National Representative (NR) of the union despite having been notified by the union that the NR was designated as its representative. In *Bureau of Indian Affairs, Isleta Elementary School, Pueblo of Isleta, New Mexico*, 54 FLRA 1428 (1998) a violation was found when the evidence established that the agency's representative caused the governor of a pueblo to ban a union representative from the pueblo reservation on which a school where bargaining unit employees worked was located. Here, in contrast, the evidence fails to establish that de Mola either refused to accept Douglas as the Union's representative at the Morton plant or denied him access to the plant. The evidence in this case fails to establish that de Mola's rejection extended beyond the official time aspect of Hubbard's request.

As to the matter relating to attendance at the Union training session, the correspondence exchanged between Hubbard and de Mola shows that Hubbard requested that Hoover, Overby, Douglas, Washington, and he be allowed official time to attend the training and de Mola rejected the request. De Mola's responses were consistently titled "Official Time Request." The reason consistently given by de Mola in this exchange for rejecting Hubbard's request relating to Hoover, Overby, Douglas, and Washington was that the NJC had not identified the four as Union representatives. This reason tracks de Mola's earlier contention that under Article 7, Section 5, a requirement for allowing official time was that the NJC identify the Union representatives who were authorized to use such time. The evidence does not support a finding that de Mola's

action extended to refusing to recognize the four as representatives of the Union or refusing to allow them to attend the training in that capacity. In fact, de Mola's suggestion that the four could request annual leave to attend indicates to the contrary. All that the evidence establishes is de Mola denied the request for official time for the four based on his view of the contractual requirements for obtaining official time.

It may be that de Mola shared the view of other Agency officials that if representatives were not designated in accordance with the terms of Article 4, Section 3, of the contract, the agency would not recognize them.[4] The point in this case, however, is not whether de Mola shared those views but whether his conduct that is complained of in this case constituted an application of that opinion.

As noted above, there is no statutory right to official time under section 7131(d). Consequently, de Mola's actions in rejecting the official time requests made for Douglas, Hoover, Overby, and Washington based on alleged failure to comply with contractual conditions for official time use did not constitute a violation of statutory rights. As discussed above, I find the evidence does not establish that de Mola's actions amounted to interference with the Union's right to designate its representatives. I further find that the General Counsel has failed to make a *prima facie* showing that de Mola's actions constituted interference with statutory rights. In view of this finding, I do not address the second part of the *IRS* analysis as it is unnecessary to the disposition of this case.

Having found that the evidence does not support the allegation that the Respondent violated the Statute, it is therefore recommended that the Authority adopt the following Order:

ORDER

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[4] The Respondent's representative in his opening argument at the hearing in this case espoused such a view. Tr. 20-21 At the hearing in *FSIS, Raleigh*, Cheryl Dunham, an agency official, testified that unless an individual is designated in accordance with Article 4, Section 3, "that person will not be recognized as an authorized representative of the union." *FSIS, Raleigh*, Tr. 31.

It is ordered that the complaint be, and hereby, is dismissed.

Issued, Washington, DC, June 16, 2005.

_____

SUSAN E. JELEN
Administrative Law Judge

CERTIFICATE OF SERVICE

I hereby certify that copies of the **DECISION** issued by SUSAN E. JELEN, Administrative Law Judge, in Case No. AT-CA-03-0580, were sent to the following parties:

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

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DATED: June 16, 2005
Washington, DC