

In the Matter of

DEPARTMENT OF THE AIR FORCE  
HANSCOM AIR FORCE BASE  
HANSCOM AFB, MASSACHUSETTS

and

LOCAL 1384, NATIONAL FEDERATION OF  
FEDERAL EMPLOYEES, IAMAW, AFL-CIO

Case No. 13 FSIP 13

ARBITRATOR'S OPINION AND DECISION

The parties, Local 1384, National Federation of Federal Employees, IAMAW, AFL-CIO (Union) and Department of the Air Force, Hanscom Air Force Base, Hanscom AFB, Massachusetts (Employer), jointly filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119.

The request for assistance arises from reopener negotiations over an article in the parties' collective bargaining agreement (CBA) that addresses various Union rights and obligations, including official time. The issues at impasse also included four sections of Article 26, "Definitions." Following an investigation, the Panel determined that the dispute should be resolved through mediation-arbitration with the undersigned. The parties were informed that if a complete settlement of the issues at impasse were not reached during mediation, I would issue a binding decision to resolve the unresolved issues.

Consistent with the Panel's procedural determination, on February 21, 2013, I conducted a mediation-arbitration proceeding with representatives of the parties at the Panel's offices in Washington, D.C. During the mediation phase, the parties reached voluntary settlements regarding 14 disputed proposals, including all 4 of the disputed definitions, but were unable to resolve their dispute over 4 issues, 3 of which

concern official time.<sup>1/</sup> Thus, I am required to issue a final decision imposing terms in accordance with the Statute and 5 C.F.R. §2471.11 of the Panel's regulations. In reaching this decision, I have considered the entire record, including the parties' pre-hearing submissions. By agreement of the parties, the record was closed after receipt of the parties' final offers and there were no post-hearing position statements.

#### BACKGROUND

The Employer's mission is to manage the development and acquisition of electronic systems for the Air Force and to provide support for the 66th Air Base Group. The Union represents approximately 215 professional General Schedule employees. The parties' CBA is due to expire on December 14, 2014.

By way of background, because of a Base Realignment and Closure (BRAC) Committee recommendation in 2005 affecting bargaining unit employees, the Union President - who became President in 2008 - began incrementally increasing her use of official time. She eventually submitted timesheets that listed her official time as 100 percent for every pay period. After BRAC-related activities ended in September 2011, the Employer informed the President that she would be expected to resume performing her normal duties full time and that her use of official time would be subject to the requirements of the parties' agreement.<sup>2/</sup> The Union filed an unfair labor practice (ULP) charge, alleging that this constituted a failure to bargain; as a settlement, the Employer agreed to renegotiate Article 2 of the CBA, "Union Rights and Obligations."

#### ISSUES AT IMPASSE

The parties disagree over: (1) the amount of official time that should be granted to Union officers and representatives (Section 2.12 in the current CBA); (2) the procedures to be used for supervisory approval of official time (Section 2.14 in the current CBA); and (3) whether the Union shall be granted the

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1/ Both parties offered revised final offers as to the use of official time that are set forth below.

2/ The current language of the official time article in the CBA, Article 2.12, states in relevant part that "Union representatives will be authorized a reasonable amount of official time during duty hours."

right to conduct two membership drives a year and, if so, the procedures for how those drives will be conducted (Union's newly-proposed Section 2.19).

POSITIONS OF THE PARTIES

1. Official Time for Union Officers and Representatives <sup>3/</sup>

a. The Union's position

The Union's final offer regarding official time for Union officers is as follows:

It is agreed that one hundred percent official time is provided for (1) full-time Union officer. Full-time officers retain their officially assigned job series, grade, and duty station held immediately prior to election to office. The work site of these officers is designated as the office provided by the Commander for use by the Union IAW Article 7 of this CBA.

The Union's final offer regarding official time for Union representatives is as follows:

Union stewards will be authorized a reasonable amount of official time during duty hours to perform tasks which may be assigned to them by the Union on such matters as but not limited to the processing of employee complaints and grievances and consulting with Management officials. Union stewards shall not use this assignment for matters outside the scope of this Agreement. All time used during normal duty hours by Union stewards will be with the knowledge and approval of the appropriate supervisor or designee. If the steward's use of regular duty hours for consultation with employees interferes unduly with the proper performance of his/her official duties as an employee, the matter will be discussed by the Employer, the steward, and an officer of the Union to find a satisfactory solution. The Employer agrees that there

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<sup>3/</sup> In mediation the parties agreed that "representative" means: "A member appointed by the Board of Directors to serve as Chief Steward or steward for a specific location." In the remainder of this decision, the terms "steward" and "representative" will be used interchangeably.

will be no interference, restraint, or coercion against the Union officers and stewards in the exercise of any right under the law.

The Union maintains that, in order to be effective, it needs to have at least one officer who is on 100-percent official time. The Union President does not believe that she, or any other Union officer, could effectively represent members of the bargaining unit while also performing her regularly assigned duties. Thus, the Union is unwilling to agree to any proposal that requires the President to perform any amount of her regular duties. Although the bargaining unit has only 6 dues-paying members, other employees in the unit routinely approach the Union President to request assistance for matters related to their working conditions. Moreover, although BRAC-related activities have ended, the Union contends that labor relations issues arise with enough frequency to warrant a full-time Union position. In this regard, the Union presented many documents containing screen shots of the President's outgoing emails regarding Union business. In its view, the Employer's proposal is intended to reduce the President's effectiveness as a Union official.

The Union also notes that another bargaining unit on base, which is represented by a National Association of Government Employees (NAGE) local, has two officers who are each on 100-percent official time.<sup>4/</sup> The Union maintains that it should receive the same treatment as the NAGE unit, i.e., it should be permitted at least one officer who is on full official time. The Union acknowledges that the NAGE unit is comprised of approximately 1,800 bargaining unit employees whereas its own unit has only slightly over 200 employees; however, the Union does not believe that the number of bargaining unit employees in a unit has any bearing on the need for full-time Union officers. Further, the Union contends that its unit is slowly growing as a result of additional hires.

The Union also requests that, in addition to placing one officer on 100-percent official time, reasonable official time

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<sup>4/</sup> The base also has a third bargaining unit comprised of approximately 50 firefighters who are represented by a local chapter of the International Association of Fire Fighters. This unit does not have any officials who are on 100-percent official time.

should be granted to all Union stewards.<sup>5/</sup> According to the Union, this would give stewards the ability to attend to matters that Union officers could not address. Although the language of the Union's proposal states that stewards may assist with "the processing of employee complaints and grievances and consulting with Management officials," the Union conceded that it currently does not use stewards to perform any major substantive Union activities.

b. The Employer's Position

The Employer's final offer addresses official time for all Union positions in one proposal:

It is agreed that 50% official time is provided for one Union officer. Union representatives and officers will be authorized a reasonable amount of official time to perform representational duties as outlined in 2.14 a-j. Union representatives shall not use official time for matters not provided for in this article and will conduct their business with dispatch. All official time may only be used during the duty hours of 0730-1630 as approved and documented by the supervisor in the time and attendance system. Union representatives in official time status may not telework. Management will not acknowledge any union business that is accomplished via telework. If the representative's use of regular duty hours for consultation with employees interferes unduly with the proper performance of his/her official duties as any [sic] employee, the matter will be objectively discussed by the Employer and representative. The Employer agrees that there will be no interference, restraint or coercion against the Union representatives in the exercise of any right under the Civil Service Reform Act.

The Employer asserts that the Union does not have an actual need for any officer to be placed on 100-percent official time. That is, the Employer does not agree with the Union that there are enough labor issues arising from the bargaining unit to necessitate having one officer on full official time. It also alleges that the current language of Article 2.12 has always

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<sup>5/</sup> Although only one steward currently serves the unit, the Union expects that the unit will ultimately choose a second steward.

been sufficient to meet the official time needs of the Union. According to the Employer, it has always granted official time when the Union showed a need for it, and that practice would continue. The Employer concedes that it had no major objection to the Union President using 100-percent official time during the pendency of BRAC-related activities. Once such activities ended, however, there was no real justification to allow her to continue this practice. An employee who simultaneously performs duties related to the Employer's mission and addresses Union issues is more beneficial to both parties than one who deals solely with representational duties.

The Employer also has concerns about accountability issues that could arise from the Union's proposal. According to the Employer, for the past few years it has had difficulty verifying how the Union President is spending her time on Union matters. Although she fills a timesheet at the end of each pay period with codes for various Union activities, the activities are included within three broad categories without any sort of elaboration. Additionally, the Employer asserts that the Union President is not always available and often comes in after her tour of duty is scheduled to begin. Thus, although it is not requesting that the Union provide it with specific information pertaining to Union activities, the Employer believes its more structured proposal will provide it with more knowledge about the need for official time.

The Employer acknowledges that the NAGE unit has two officers who are currently on 100-percent official time. During upcoming successor bargaining over NAGE's CBA, however, the Employer hopes to eliminate the practice. Additionally, the Employer contends that the labor-relations needs of the NAGE unit are far greater because it has approximately 1,800 employees. In this regard, the Employer presented data it claimed documented this disparity and several Employer witnesses testified that they routinely have dealt with more labor-relations issues from the NAGE unit than from the Union. For example, the current head of all labor-relations on the base testified that approximately 80 percent of the time devoted to contact with the unions is spent with NAGE, with the remainder split between NFFE and the IAFF unit. The Employer also notes that the NAGE officers communicate more with management than the Union President does.

CONCLUSION

a. Union Officers

The lengthy mediation session focused primarily on the issue of 100-percent official time for the Union President. It became evident that the Union remained adamant that it needed at least one full-time Union representative and that the Employer was equally strong in its position that sufficient justification had not been shown to support 100-percent official time for the President. Both parties then worked diligently in an attempt to craft a trial program that would allow the President 100-percent official time for a limited period, after which the allocation of official time would be evaluated and modified if the need for a full-time Union representative had not been demonstrated. When the parties could not agree on the criteria to use for the evaluation, it became clear that the impasse could not be resolved.

Based on the parties' efforts at devising an appropriate evaluation tool, I too am unable to craft criteria that would allow the parties to assess, after a trial period, whether a Union officer in fact was required to represent the unit on a full-time basis. For much the same reasons, as discussed below, I conclude that it is impossible to ascertain, without the experience that time will bring, whether the Union still needs a full-time representative.

First, all activity connected to BRAC closures and restructuring - which had provided full-time work for the Union President - ended a year and a half ago. Moreover, several difficult FLSA cases on which she worked have moved into the litigation stage with outside attorneys handling most of the work.

Second, the Union provided voluminous documents containing screen shots of lists of emails sent by the Union President; however, without knowledge of the content of those emails, I find it impossible to determine their importance - or in some cases even their relevance - to labor-relations matters. Thus, although I do not doubt that most, if not all, have a connection to the President's representation of the unit, I cannot tell what percentage relates to duties that would typically justify official time as "reasonable, necessary, and in the public interest" within the meaning of section 7131(d)(2) of the Statute. Similarly, submitted documents that compare the hours she spent on Union matters between June of 2008 and February of

2103 with the hours spent over that period on her assigned duties as an engineer demonstrate nothing about the nature of the Union work performed.

Third, although the Office of Personnel Management publishes reports showing the amount of official time allotted to unions throughout the Federal government, the record in this case contains nothing to indicate whether any comparable units of approximately 215 employees have officers on 100-percent official time. In this regard, the fact that the NAGE unit on the base has two officers on 100-percent official time does not persuade me that the unit represented by NFFE should have one full-time officer. The most glaring difference between the two units is their relative size: NAGE represents approximately 1800 employees - with one full-time representative for every 900 members - while NFFE represents a unit of slightly more than 200. Even if the unit is growing, as the Union claims, the growth is admittedly slow and is unlikely to approach the NAGE unit in size. Moreover, testimony and record evidence at the hearing demonstrated that the Employer's labor-relations officials had far more contact with the NAGE representatives on a day-to-day basis than they did with the President of the NFFE unit.

As the Panel has stated numerous times in previous decisions, a party proposing to change the *status quo* bears the initial burden of demonstrating why the change is necessary. Thus, as the party seeking to change the current official time policy set forth in Article 2.12 of the CBA, the Union has the burden of establishing the need for that change.<sup>6/</sup> I conclude, based on all of the above, that the Union has not met its burden of establishing the need for an officer on 100-percent official time. Granted, the Employer's offer also changes the *status quo*, in that it provides 50-percent official time for one Union officer. In contrast to the Union's more extreme change,

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6/ I recognize the Union's position that, because its President represented the unit on a full-time basis during much of the BRAC period, her status became an established past practice, which would place the burden on the Employer. The Union's position raises the same legal issue that was at the heart of its ULP charge that eventually resulted in a ULP Settlement Agreement and the current impasse. That legal issue is not appropriately before me as a Panel Member. With no legal determination to the contrary, I view Article 2 of the CBA as constituting the *status quo* on this issue.



however, the Employer's proposal would allow the Union the flexibility of using a block of time while also requiring it to demonstrate the need for any additional time. It may be that the Union officer will be able to demonstrate that need. If so, the Union will have the necessary documentation to support a proposal for more than 50-percent official time in a future negotiation. But it has not done so on this record. Accordingly, I will order the parties to adopt the Employer's proposal regarding the amount of official time to be accorded to one Union officer.

b. Union Representatives

With regard to the issue of official time for Union representatives, the parties' final offers are similar in many respects: both authorize a reasonable amount of official time for Union representatives; require supervisory approval of the official time; and contain a non-discrimination clause. They differ in the following respects: the Union's offer states that the official time will be authorized only during "duty hours," but does not specify that those hours are "0730-1630," as does the Employer's offer; the Employer's offer restricts official time to that needed to perform representational duties as outlined in 2.14(a-j), previously agreed to by the parties, while the Union's offer attempts to reiterate those duties; the Union's offer requires that "an officer" participate in any discussion over a dispute as to whether the use of official time unduly interferes with the representative's performance of official duties; and the Employer's offer specifically prohibits representatives on official time status from teleworking, while the Union's offer does not address the telework issue.<sup>7/</sup> In addition, neither offer addresses the issue of whether, or to what extent, the Union officer who is accorded 50-percent official time may request additional time to perform representational duties.

I will resolve those differences in the following ways:

The use of "duty hours" and "normal duty hours" in the Union's offer is somewhat ambiguous in that it could mean either the normal duty hours of the representative seeking to use official time or the official duty hours of the unit as a whole.

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<sup>7/</sup> During mediation the Union removed language from its original proposal that would have permitted an officer on 100-percent official time to perform some representational duties while on telework status.

The Employer's offer, which refers specifically to the "duty hours of 0730-1630," unambiguously permits representatives, with permission, to use official time during that period. However, the record does not indicate the official duty hours of the unit. In the absence of that information, I do not want to limit the ability of Union officers and representatives to meet with bargaining unit members who may need their assistance during the employees' duty time. Therefore, I will order the parties to adopt the Union's language, with the understanding that "duty hours" means the official duty hours within the unit as a whole.

In view of the fact that the parties have already agreed in section 2.14(a-j) to the representational duties for which official time may be used, the Union's description here regarding when stewards may use official time is unnecessary and could lead to disputes. Accordingly, I will order the parties to adopt the Employer's language in this portion of its proposal.

With regard to the portion of the Union's offer that requires the Employer to include "an officer" in discussions to resolve disputes over whether official time should be granted, I see no reason - and none has been argued - why the Union's language should not be adopted and I shall so order.

Although the Union's original proposal contained language, later removed, that would have permitted an officer on 100-percent official time to perform some duties while on telework status, the Union's final offer concerning official time for other representatives does not contain such language. It appears that the parties are in agreement that an officer or other representative on less than 100-percent official time should remain on the base. To make that clear, I will order the parties to adopt the Employer's language in this regard.

In ruling that the parties shall adopt the Employer's offer of 50-percent official time for a Union officer, I suggested that the officer might be able to demonstrate the need for additional amounts of official time, both on a case-by-case basis and in future negotiations. It follows that I do not read the Employer's offer as limiting the officer to half-time representation if more can be reasonably justified. I note here the Employer's assurances that it will continue its practice of granting official time when a need for that time is established. Accordingly, I will alter the language of this section to make it clear that the officer will have the same ability as the

stewards to request additional official time after the 50-percent cap has been reached.

2. Approval of Official Time

a. Union's Position

The Union's final offer is to retain the current introductory paragraph of Section 2.14, which states:

The parties agree that when a Union representative requests official time to perform legitimate representational duties, normal office procedures will be followed in absenting himself/herself from the worksite. Either prior to or after the representational function is completed, the representative will inform the supervisor which of the below listed categories is appropriate for the function.<sup>8/</sup> When the activity is completed, the supervisor will be informed how much time was used.

The Union believes the current wording in Article 2.14 allows the Employer to sufficiently verify whether a Union representative is using official time for legitimate purposes. The Employer's proposed additions, discussed in greater detail below, are an attempt to make it more difficult for Union representatives to use official time and to be subject to a supervisor's whims. The Union contends that the Employer's true goal, therefore, is to limit how much official time Union representatives use.

b. Employer's Position

The Employer seeks the following modification of the current language of Section 2.14:

The parties agree that when a Union representative or officer requests official time to perform legitimate representational duties, normal office procedures as determined by the supervisor will be followed in absenting himself/herself from the worksite. The representative or officer will inform the supervisor which of the below listed categories is appropriate for the function when requesting official time. Union

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<sup>8/</sup> The parties agree on the 10 categories that would be listed under this introductory paragraph in subsections a-j.

representatives and officers may not leave the work site without requesting and receiving approval for official time from their supervisor.

Although the majority of Section 2.14 remains the same under the Employer's proposal, it proposes two changes: (1) a requirement that any Union representative or officer requesting official time inform his or her supervisor, at the time of the request, under which representational categories set forth in Article 2.14 he or she intends to use the official time; and (2) Union representatives will not be permitted to leave the worksite until their supervisors approve their requests for official time. The Employer believes these additions will assist it in maintaining the accountability of Union representatives on official time and would allow the various supervisors to ensure that the Employer has enough personnel available to work on mission-related matters. That is, the Employer's proposal would give supervisors the ability to weigh its mission needs against the reasonableness of requests for official time.

#### CONCLUSION

As stated earlier, the party that seeks to change the current contract language bears the burden of demonstrating why that change is needed. The Employer has not met its burden on this issue.

First, the provision was in place before the current Union President began spending all of her time on representational matters. For example, a graph presented by the Union shows that in 2008 she spent over a third of her time on her assigned engineering duties and less than half her time on Union matters. If the manner in which she notified her supervisor of the need for official time caused problems at that time, the Employer should have presented facts to demonstrate that the system was unworkable. Instead, its contentions centered primarily on whether the coding used on her time and attendance sheets was adequate to understand and document the purposes for which official time was taken.

Second, under the Union's proposal, its representatives<sup>9/</sup> must comply with "normal office procedures" before leaving the workplace. Neither party explained what that phrase means, but at the least it indicates that there are procedures that must be followed when an employee walks off the job.

Third, under section 2.12, discussed above, Union representatives may use official time only if they can demonstrate that the amount used is "reasonable" and for a purpose outlined in subsections a-j of this section. Thus, although the Union's proposal appears to give the representatives free rein to determine the amount of official time necessary for a particular activity, any time taken will be assessed under a reasonableness standard. It follows that in most circumstances the representative will seek approval from a supervisor before taking official time so as to avoid disputes about the use of the time after the representational function has been completed.

Finally, the Union's proposal will allow representatives to leave the workplace on those occasions when the need for representation is urgent and the supervisor cannot be found.

Based on the above, I will order the parties to adopt the Union's offer, with the addition of the word "officer" to make it clear that this section also applies to the Union officer on 50-percent official time after the allotted bank of hours is exhausted.

### 3. Union Solicitation

#### a. Union's Position

The Union proposes to add a new article to the parties' CBA concerning union membership solicitation:

Upon request and subject to normal security limitations, the Union may conduct up to two membership drives at any location within a one-year period, up to 45-days duration each, before and after duty hours, and at break periods and lunch periods. The Employer will be given twenty (20) days advance notice to meet with the Union prior to the beginning

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<sup>9/</sup> All references to Union representatives in this section also apply to the Union officer on 50-percent official time after the officer has exhausted the allotted bank of hours.

of the drive to arrange for an on-base meeting place. Management shall provide the Union with available, reasonable, and visible space, tables, bulletin boards and easels, and current government communication technologies for use in these membership drives. Two (2) distributions of recruiting literature in the working area may be made with a minimum of three (3) days' notice provided to the Employer.

The proposal would give it the ability to solicit new members during membership drives and would give the Union resources to do so. According to the Union, its adoption is necessary because its current membership numbers are low. Allowing it to solicit additional members would help provide the Union with additional resources. Further, the Union asserts that it should be permitted to solicit on base, during non-duty hours, because it would give the Union greater access to employees who are on break periods or who have free time before or after their respective tours of duties. Additionally, the Union believes that the materials requested in its proposal, such as access to bulletin boards and communication technologies, will make it easier to solicit employees.

b. Employer's Position

The Employer rejects the Union's proposal and has no counteroffer. It disagrees with the Union's contention that it must be permitted to conduct membership drives at the Employer's facility in order to gain additional members. The Employer believes that the Union already has sufficient available means to solicit new members.

CONCLUSION

The record in this case shows that the Union has only six dues-paying members in a bargaining unit of approximately 215. Presumably one of those members is the Union President. In stating its position with regard to official time, the Union claimed that there is no one else in the unit who can perform the representational work currently done by the President. At the hearing, the Union stated that it lost a number of members who had worked in the laboratory before that function was relocated to another location as a result of the BRAC.

These facts indicate the potential value of a recruiting drive to the Union and possibly to the Employer as well: if the drive is successful, the Union might gain more members

interested in working in a representational capacity, with the result that official time could be spread among more unit employees. With additional dues-paying members the Union would have additional financial resources to better represent all bargaining unit employees. Therefore, I conclude that the Union has demonstrated the need for a membership drive. Given the size of the unit, however, the Union has not established a need for more than one membership drive in a year, and the language will be changed to reflect that.

With one exception, I also conclude that the proposal is lawful under existing Authority law insofar as it requires the Employer to provide certain facilities and equipment. This includes the Union's intent, subject to normal security limitations, to seek new members before and after duty hours and at break periods and lunch periods. See, e.g., *Social Security Administration*, 13 FSIP 409, 411 (1983) (*SSA*); *Oklahoma City Air Logistics Center*, 6 FLRA 159 (1981). Moreover, the Authority has ruled that parties may negotiate over bulletin board access and the use of other agency facilities for internal union business. See, e.g., *Federal Election Commission*, 20 FLRA 20 (1985); *NTEU and Treasury, BATF*, 45 FLRA 339, 372-73 (1992). I find it significant that the Employer has raised only a generalized objection to a membership drive and has not argued that the provision of any particular location or item specified in the proposal is inappropriate or unlawful.

The one exception to the conformity of the proposal with Authority law is found in its last sentence, which seeks the right to distribute literature "in the working area[.]" Longstanding Authority law protects the right of employees to distribute literature in non-work areas during non-work time, but I have found no authoritative legal basis for a union's right to distribute Union literature in work areas, in the absence of a past practice allowing such distribution. Cf. *SSA*, 13 FLRA at 411. There is nothing in the record to suggest that such a past practice exists. Accordingly, I will delete that portion of the proposal.

DECISION

The parties shall adopt the following wording to resolve their impasse:

Union Rights and Obligations


2.12 It is agreed that 50% official time is provided for one Union officer. Union representatives will be authorized a reasonable amount of official time during duty hours to perform representational duties as outlined in 2.14 a-j. This also applies to the officer on 50% official time when that block of time has been exhausted. Union officers and representatives shall not use official time for matters not provided for in this article. All official time may be used only during normal duty hours and with the knowledge and approval of the appropriate supervisor or designee. Union officers and representatives in official time status may not telework. Management will not acknowledge any union business that is accomplished via telework. If the representative's use of regular duty hours for consultation with employees interferes unduly with the proper performance of his/her official duties as an employee, the matter will be discussed by the Employer, the representative, and an officer of the Union to find a satisfactory solution. The Employer agrees that there will be no interference, restraint or coercion against the Union officers or representatives in the exercise of any right under the law.

2.14 The parties agree that when a Union officer or representative requests official time to perform legitimate representational duties, normal office procedures will be followed in absenting himself/herself from the worksite. Either prior to or after the representational function is completed, the officer or representative will inform the supervisor which of the below listed categories is appropriate for the function. When the activity is completed, the supervisor will be informed how much time was used.

2.19 Upon request and subject to normal security limitations, the Union may conduct one membership drive at any location within a one-year period, up to



45-days duration each, before and after duty hours, and at break periods and lunch periods. The Employer will be given twenty (20) days advance notice to meet with the Union prior to the beginning of the drive to arrange for an on-base meeting place. Management shall provide the Union with available, reasonable, and visible space, tables, bulletin boards and easels, and current government communication technologies for use in these membership drives.

  
Barbara B. Franklin  
Arbitrator

April 4, 2013  
Washington, D.C.